Enforceability of U.S./Canadian Judgments and Awards in Singapore

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I. Introduction of Legal System in Singapore

a. System of Law in Singapore

Today, English law still has significant influence on Singapore law because Singapore adopts the English common law system.[2] The system of law in Singapore comprises both "written law" and "unwritten law".[3]

b. Court System in Singapore

The judge is the arbiter of both law and fact in Singapore. The jury system was abolished in 1970. Judicial power is vested in the Court of Appeal, the High Court as well as the Subordinate Courts.

The highest court in Singapore is the Court of Appeal. The Court of Appeal hears appeals from the High Court and the Subordinate Courts. There is a special Constitutional Tribunal in the Court of Appeal and the High Court. The Tribunal was established to hear questions regarding constitutional provisions.

The Subordinate Courts are constituted by District Courts, Magistrates' Courts, Juvenile Courts, Corner's Courts and Small Claims Tribunals. These courts have been set up within the Singapore judicial hierarchy to administer justice amongst the people. Besides aforesaid courts, the Family Courts deal with affairs regarding divorces, maintenance, custody and adoptions.

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[1] The authors gratefully acknowledge the research assistance of Agatha Koprowski.

[2] Leonard GOH Choon Hian, *Legal Systems in ASEAN–Singapore, Chapter 2-Sources of Law*, at 1, available at (http://www.aseanlawassociation.org/papers/sing_chp2.pdf).

[3] *Id*.

II. Enforceability of US/Canadian Judgments in Singapore

i. Applicable Statutes in respect of Foreign Judgments Enforcement in Singapore

1. The Reciprocal Enforcement of Commonwealth Judgments Act [4] provides statutory basis for the reciprocal enforcement in Singapore of judgments obtained in Commonwealth countries. US/Canadian judgments are not enforceable under this statute because the United States and Canada are not Commonwealth countries as defined by the Act;
2. Order 6 of Rules of Court[5] provides statutory basis for initiating actions under the Common law in Singapore. The Order set out procedures regarding Writs of Summons;
3. Order 14 of Rule of Court[6] provides statutory basis for initiating actions seeking for summary judgments in Singapore. Order 6 and Order 14 together establish fundamental civil procedure of the Singapore law;
4. Section 16(1) of the Supreme Court of Judicature Act set out the jurisdiction of the High Court if the defendant submits to the jurisdiction of the High Court.[7]

ii. Legal Forum for Foreign Judgments Enforcement

Foreign judgments can be enforced in Singapore in two ways. The first is by registration pursuant to the Reciprocal Enforcement of Commonwealth Judgment Act ("RECJA") or the Reciprocal Enforcement of Foreign Judgments Act ("REFJA"). The second is by suing on the judgment under common law.

a. Registration of Judgments from Commonwealth Countries

[4] http://statutes.agc.gov.sg/ (follow "The Reciprocal Enforcement of Commonwealth Judgments Act" hyperlink)

[5] http://app.supremecourt.gov.sg/data/doc/ManagePage/97/roc_o6.htm

[6] http://app.supremecourt.gov.sg/data/doc/ManagePage/97/roc_o14.htm

[7] http://statutes.agc.gov.sg/ (follow the "Supreme Court of Judicature Act" hyperlink).

The RECJA makes provision for the reciprocal enforcement in Singapore of judgments obtained in Commonwealth countries. A judgment obtained in a superior court of the country to which the RECJA applies can be enforced in Singapore by registration in the High Court of Singapore. Judgments given by superior courts from the following countries can be enforced in Singapore by registration:

(a) United Kingdom;

(b) Australia;

(c) Hong Kong (for judgments obtained on or before 30 June 1997);

(d) Malaysia;

(e) New Zealand.

Although Canada is normally considered a Commonwealth country, for the purpose of the statute, it is not included in this Act. Therefore, neither U.S. nor Canadian judgments can be enforced through the RECJA.

b. Registration of Judgments from Non-Commonwealth Countries

REFJA is a similar framework to the RECJA except that it is a registration mechanism for foreign money judgments issued by the superior courts of non-Commonwealth countries. To date, only Hong Kong SAR has been gazetted[8] under the REFJA with effect from 1 July 1997. However, "if the Minister of Law is satisfied that substantial reciprocity of treatment will be assured, he may extend the benefits conferred by the Act to judgments given in superior courts of

[8] In the governments of Commonwealth countries, a gazette is an official journal that publishes the texts of the new laws and government decisions.

certain foreign countries"[9]. US/Canadian judgments, therefore, may be enforced under REFJA in the future if aforesaid conditions are met.

c. Enforcement of US/Canadian Judgments by Action at Common Law

Since RECJA and REFJA do not immediately apply to judgments from the United States and Canada, the procedure for enforcement of U.S./Canadian judgments shall follow the regular civil procedure in Singapore.[10]

(1) Governing Civil Procedure Statutes

Under Section 16(1) of the Supreme Court of Judicature Act, jurisdiction over actions *in personam* is established if the defendant is served with the writ or other originating process in the manner prescribed by the Order 6 and Order 14 of the Rules of Court[11] if the defendant submits to the jurisdiction of the High Court[12] as provided in Section 16(1) of the Supreme Court of Judicature Act.

(2) Civil Procedure for Initiating Legal Proceedings in Singapore

In Singapore, regular legal proceedings are initiated by an originating process which is followed by the defendant's response, pleadings, discovery, directions by the court, interlocutory applications for interim or final relief and, if the case has not been summarily resolved by settlement or terminated by summary judgment or other form of interlocutory judgment, the

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[9] Michael Pryles, *Dispute Resolution in Asian* (3d ed. 2006), at 392-403.

[10] Justice Judith Prakash et al., *Report of the Law Reform Committee on Enforcement of Foreign Judgments* (Sing.), June 2005, at 6, available at http://lwb.lawnet.com.sg/legal/lgl/html/freeaccess/lrcr/Enforcement_of_Foreign_Judgments_Print_version_July_2005.pdf

[11] Order 6 and Order 14 of Rules of Court.

[12] Section 16(1), Supreme Court of Judicature Act, available at http://statutes.agc.gov.sg/non_version/cgi-bin/cgi_retrieve.pl?actno=REVED-322&doctitle=SUPREME%20COURT%20OF%20JUDICATURE%20ACT%0a&date=latest&method=part)

action will be set down for trial. Litigation may continue after trial if there is an appeal or the enforcement process is applied to the judgment.[13]

(3) Enforcement of Local Judgments

If US/Canadian judgment creditors win the cases in Singapore courts, they may seek enforcement of these local judgments in lieu of the original US/Canadian judgments under Order 45 of Rules of Court which provides that a local judgment may be enforced by writs of execution. These writs authorize court officials to take appropriate measures to give effect to the judgment. If the judgment creditors are not able to enforce their judgment in Singapore because the judgment debtor has no assets here, they may be able to enforce it in a country where the latter does have assets. For that, they must commence fresh proceedings.[14]

iii. Defenses To Restrict Enforceability[15]

Singaporean courts have developed several criteria that may be used by judgment debtors as defenses to set aside of enforcement of judgments, or policy/procedure requirements of the Court in Singapore.

a. Natural Justice

Natural justice may be raised against the enforcement of a US/Canadian judgment, although the Court in Singapore will require highly exceptional circumstances for such defense to be exercised.

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[13] Jeffrey Pinsler, *Legal Systems in ASEAN–Singapore, Chapter 4-Legal procedure (Civil)*, at 1, available at http://www.aseanlawassociation.org/papers/sing_chp4.pdf

[14] *Id.*, at 10.

[15] Yeo Tiong Min, *The Conflict of Laws*, 9-12 (2006), available at http://www.singaporelaw.sg/content/Conflict.html#Section4

Singapore law shall determine whether there is breach of natural justice. Generally natural justice encompasses the rule against bias as well as the rule that the parties bound by a judgment must have had a reasonable opportunity to be heard. However, the defense goes beyond these two tenets. The question in every case is whether there has been a breach of substantial justice, as opposed to mere procedural irregularities. If there had been an opportunity to correct the defect in the procedure in the United States or Canada, the complaining party is generally expected to avail himself of that opportunity. Failure to do so is not fatal. The Court in Singapore will examine whether it was reasonable in the circumstances to have used that opportunity to correct the defect.

b. Estoppel

A US/Canadian judgment will not be enforced if it would be inconsistent with a prior local judgment to give effect to the US/Canadian judgment. If the US/Canadian judgment is given before the local proceedings on the same matter have reached a conclusion, the US/Canadian judgment is capable of raising an estoppel and thus pre-empting any local decision on the matter. Authorities from other common law countries suggest that this is so even if the local proceedings had started before the US/Canadian proceedings that had led to the judgment. If there are two valid and binding foreign judgments which are inconsistent with each other, it appears to be the general rule that the first in time prevails. Thus, the earlier judgment creates an estoppel against the recognition of the later. However, nothing prevents a possible cross-estoppel, i.e., in appropriate circumstances, it may be that the later judgment creates an estoppel against the recognition of the earlier. In the interest of finality of litigation, even if a point is not strictly caught by a prior estoppel in a foreign judgment between the same parties or their privies, it may

be an abuse of process in the local proceedings to raise points which should have been raised in the prior foreign proceedings.

c. Public Policy

A US/Canadian judgment will not be enforced if its enforcement will contravene a fundamental public policy in Singapore. In *Liao Eng Kiat v Burswood Nominees Ltd*[16] ("Burswood"), an application was made to register a judgment obtained in Western Australia under the RECJA. The underlying claim was a dishonored check that had been used in a casino. The Court of Appeal rejected the argument that the case fell within the public policy exception in the RECJA and found that enforcing the judgment would not offend any fundamental policy of justice in Singapore.

d. Foreign Criminal, Revenue or Public Laws

A US/Canadian judgment will not be enforced if it will amount to the direct or indirect enforcement of US/Canadian criminal, revenue or other public law. The award of exemplary damages by a US/Canadian court to the successful plaintiff is not by itself the application of a criminal law. Generally, only sums forfeited to the state are considered application of a criminal law.

e. Fraud

A US/Canadian judgment obtained by fraud may be impeached in local proceedings. There must be some dishonesty or deception involved. Fraud may be intrinsic or extrinsic. Fraud is intrinsic when it occurs within court proceedings, e.g., the giving or procuring of perjured or forged evidence. Fraud is extrinsic when it occurs outside court proceedings, e.g., in the bribing

[16] For more discussion, please refer to: http://www.singaporelaw.sg/rss/judg/29866.html

or kidnapping of witnesses, or in fraudulently inducing the default of the defendant. The distinction is critical under Singapore law because the rule for a US/Canadian judgment obtained by intrinsic fraud is the same as that for pleading fraud to unravel a local judgment. There must be newly discovered evidence of the fraud, which evidence could not have reasonably been produced at the original trial, and which is so material that its production would probably have affected the outcome. However, if the fraud is extrinsic, then the US/Canadian judgment can be impeached even if no freshly discovered evidence is produced. The rationale is that if the US/Canadian court had been in a position to decide for itself whether to believe the evidence (in intrinsic fraud cases), the local court should not question the US/Canadian court's judgment.

The party challenging the US/Canadian judgment for fraud must produce credible evidence in the first instance, otherwise the application to challenge it is likely to be struck out at the threshold as an abuse of process. Moreover, if the question of fraud had been raised on appeal in the US/Canadian court, although technically it could not raise an estoppel against the issue of fraud (because whether it is capable of raising such an estoppel is in issue), it may amount to an abuse of process to keep raising the same challenge, especially if the evidence is thin.

f. Severability

Given that a US/Canadian judgment is regarded as severable, objectionable parts may be ignored while the unobjectionable parts may be enforced. For example, if part of the sum awarded by the US/Canadian court is regarded as punitive, and it is possible to distinguish between the punitive and non-punitive sums, then the judgment remains enforceable in respect of the non-penal sum.

g. Non-Merger

The Doctrine of Non-Merger can also be used by the party seeking for enforcement as a step to increase likelihood of enforceability. In domestic litigation, the substantive obligation sued upon merges into the judgment debt. This rule is based on the public policy of finality, to prevent the plaintiff from suing on the obligation all over again. At common law, merger does not apply to US/Canadian judgments.[17] Thus, the plaintiff has the option of suing on the US/Canadian judgment, or suing on the original obligation which has not merged with the judgment, subject to a limited defense of abuse of process.

iv. <u>Prior History of Foreign Judgments Enforcement in Singapore</u>

The case of *Hong Pian Tee v Les Placements Germain Gauthi* is particularly indicative for the status of the practice in Singapore.[18]

Les Placements Germain Gauthier Inc. ("Les Placements"), a company incorporated in Canada, entered into a loan agreement ("Agreement") with Wiraco Trading Pte Ltd ("Wiraco"), a company incorporated in Singapore. Hong Pian Tee ("Hong") gave a guarantee to Les Placements to ensure the repayment of the loan extended by Les Placements to Wiraco. Under Clause 12.1 of the Agreement, it was provided that the courts of the province of Quebec as well as the Supreme Court of Canada shall have the exclusive jurisdiction with respect to all disputes relating to the Agreement. Later, both Wiraco and Hong failed to fulfil their repayment obligations to Les Placements. Thus, Les Placements commenced proceedings against Wiraco and Hong in the Superior Court of the District of Montreal, Quebec, Canada pursuant to aforesaid exclusive jurisdiction clause. The Canadian court held for Les Placements.

[17] For more discussion on this case, see *Malaysia Credit Finance Bhd v Chen Huat Lai,* available at *h*ttp://www.singaporelaw.org.sg/rss/judg/10219.html).

[18] *Hong Pian Tee v Les Placements Germain Gauthier Inc*., CA 600101/2001, March 21, 2002, Court of Appeal, Singapore.

Dissatisfied with this decision, Hong and Wiraco appealed to the Court of Appeal in Quebec but the appeal was disallowed.

As Canada was not a country gazetted under either RECJA or REFJA, Les Placements had to commence a writ action in Singapore to enforce the Canadian judgment against Hong under common law. No enforcement action was taken by Les Placements against Wiraco because the latter was in liquidation.[19]

Quite apart from the arrangements under the RECJA or the REFJA, it is settled law that a foreign judgment *in personam* given by a foreign court of competent jurisdiction may be enforced by an action for the amount due under it, so long as the foreign judgment is final and conclusive as between the same parties. The Court of Appeal confirmed the enforceability of the foreign judgment and held that the foreign judgment was conclusive as to any matter adjudicated upon and could not be impeached for any error. The Appeal Court found that a local court may refrain from enforcing a foreign judgment only if it is shown that the plaintiff procured it by fraud, or if its enforcement would be contrary to public policy or if the proceedings in which the judgment was obtained were opposed to natural justice.[20]

III. Recognition and Enforcement of US/Canadian Arbitral Awards

i. <u>Legal Frame for Enforcement of US/Canadian Arbitral Awards</u>

[19] Following the institution of the action in Singapore, an application was made to obtain summary judgment. In May 2001, the senior assistant registrar granted unconditional leave to defend to Hong. On further appeal to the High Court, Les Placements successfully obtained a summary judgment from Choo Han Teck JC (*see* 3 SLR 418 (2001)). Then, Hong appealed to the Court of Appeal.

[20] For more discussion on this case, see www.singaporelaw.org.sg/rss/judg/11408.html

Singapore joined the New York Convention on August 21, 1986. Additionally, in January 1995, the Singapore International Arbitration Act 1994 ("IAA") came into force, thereby adopting the UNCITRAL Model Law for international commercial arbitration in Singapore. The Arbitration Act, which implemented the New York Convention in Singapore, has been repealed and replaced by the IAA. The New York Convention is reproduced in the second schedule of the IAA. According to the IAA, a US/Canadian award may be enforced in a court either by action or in the same manner as an award of an arbitrator made in Singapore.[21]

In addition, Singapore also ratified the International Centre for Settlement of Investment Disputes ("ICSID Convention") on October 14, 1968, and the Convention came into force on November 13, 1968. The ICSID Convention has established an independent regime for enforcement of its awards. The procedure for the enforcement of awards made under the ICSID Convention is set out in the Arbitration (International Investment Disputes) Act,[22] which gives statutory force to the ICSID Convention. Moreover, Order 67 of the Rules of Court sets out procedures in respect of enforcement of such awards. To date, no attempt has been made to enforce a ICSID Convention award in Singapore.

ii. <u>Procedure for Enforcement of US/Canadian Arbitral Awards</u>

The procedure for the enforcement of US/Canadian arbitral awards (both countries are New York Convention signatories) is set out in Part III of the IAA.[23] These awards may be enforced

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[21] International Arbitration Act (Chapter 143A), Section 29 (1), *available at:* http://statutes.agc.gov.sg/, (following "International Arbitration Act" hyperlink).

[22] Rule 2 & Rule 4, Arbitration (International Investment Disputes) Act (Chapter 11), *available at:* http://statutes.agc.gov.sg/, (following "Arbitration (International Investment Disputes) Act" hyperlink).

[23] *See,* in general, LAWRENCE G S BOO, *The Singapore Legal System, Chapter 4* (2008), *available at:* http://www.singaporelaw.sg/content/arbitration2.html.

in Singapore either by action or in the same manner as a judgment, with the leave of the High Court.[24] If leave is granted, judgment will be entered in terms of the award.

Applications for leave to enforce a US/Canadian award made in a New York Convention country must be made within six years after the making of the award.[25] In order to obtain leave to enforce the award, the applicant must file an originating summons together with an affidavit:

(a) exhibiting the arbitration agreement and the duly authenticated original award or a certified copy thereof;

(b) stating the name and the usual or last known place of abode or business of the applicant and the person against whom enforcement is sought;

(c) stating that the award has not, or the extent to which it has not, been complied with.

Leave to enforce a US/Canadian award as a judgment of the court is often granted *ex parte* and the order so obtained served on the judgment debtor. Within fourteen days after service of the order granting leave or such other period as the court granting leave may stipulate, the judgment debtor may apply to set aside the order.[26] The award shall not be enforced during the pendency of the application and until after it is finally disposed of.[27] By doing so, the judgment debtor will be granted the opportunity to contest the enforcement of the award under Article V of the New York Convention as the first order would have been obtained *ex parte* without the judgment debtor being heard.

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[24] Order 55C, Rules of Court , *available at:* http://app.supremecourt.gov.sg/data/doc/ManagePage/97/roc_o55C.htm; also *see* Section 19, International Arbitration Act (Chapter 143A).

[25] Section 6(1)(c), Limitation Act (Chapter 163), available at http://statutes.agc.gov.sg/, (following "Limitation Act" hyperlink).

[26] Order 69A, Rule 6(4), Rules of Court, *available at:* http://app.supremecourt.gov.sg/data/doc/ManagePage/97/roc_o69A.htm

[27] *Id*.

A court hearing the application for enforcement of a US/Canadian award cannot review the case on the merits. It may, however, refuse to grant enforcement of the award in Singapore if the grounds set out in Section 31(2) of the IAA are proven.[28] These grounds are identical to those set out in Article V of the New York Convention. An appeal against the decision of the High Court on the enforcement of a US/Canadian award can be made to the Court of Appeal.[29] It is important to note that, the Singapore courts have not refused to enforce any arbitral award granted in party country of the New York Convention. By December 1994, more than 30 awards have been enforced.[30]

Following an amendment to the Arbitration Act (Chapter 10) which came into effect on May 16, 2003, foreign awards made in countries or territories which are not signatories to the New York Convention may also be enforced in Singapore in the same manner as a judgment or order to the same effect, with the leave of the High Court. If leave is granted, judgment will be entered in terms of the award.[31]

iii. The Law on the Set Aside of Award

A party against whom the enforcement of a US/Canadian arbitral award is sought in Singapore may apply to Court to request that the enforcement be refused.[32] The Court must be satisfied that one of the following grounds applies:

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[28] For more discussion, please refer to iii. The Law on Set Aside of Award.

[29] Section 29A, Supreme Court of Judicature Act (Chapter 322).

[30] LAWRENCE G. S. BOO, *International and Domestic Arbitration in Singapore*, *in* LAWS OF SINGAPORE at n.124, *available at:* http://www.singaporelaw.sg/content/arbitrationfootnotes2.html (2010).

[31] Section 46(1) & Section 46(3), Arbitration Act, *available at;* http://statutes.agc.gov.sg/) (following "Arbitration Act" hyperlink

[32] Section 31, International Arbitration Act (Chapter 143A).

(a) a party to the arbitration agreement in pursuance of which the award was made was, under the law applicable to him, under some incapacity at the time when the agreement was made;

(b) the arbitration agreement is not valid under the law to which the parties have subjected it or, in the absence of any indication in that respect, under the law of the country where the award was made;

(c) the party requesting the refusal of enforcement was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case in the arbitration proceedings;

(d) the award deals with a difference that does not fall within the terms of the submission to arbitration. However, if it is possible to separate the portions of the award which are *ultra vires* the tribunal, the Court will enforce such part of the award as was within the terms of the submissions;

(e) the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

(f) the award has not yet become binding on the parties to the arbitral award or has been set aside or suspended by a competent authority of the country in which the award was made.

The Court may, of its own discretion, refuse to enforce a US/Canadian award if it finds that:

(a) the subject-matter of the difference between the parties to the award is not capable of settlement by arbitration under the law of Singapore; or

(b) enforcement of the award would be contrary to the public policy of Singapore.[33]

iv. <u>Prior History of Foreign Arbitral Enforcement in Singapore</u>

The case of *Aloe Vera of America, Inc v. Asianic Food (S)Pte Ltd et al.*[34] is particularly indicative for the status of the practice in Singapore in relation to the enforcement of arbitral awards.[35]

Aloe Vera of America ("AVA"), a company incorporated in the United States, entered into an exclusive supply, distributorship and License Agreement with Asianic Food (S) Pte Ltd ("Asianic"), a company incorporated in Singapore. The Agreement was signed on behalf of Asianic by Mr. Chiew as Asianic's manager. The Agreement provided for the application of the law of Arizona and arbitration of disputes under the rules of the American Arbitration Association ("AAA").

A dispute arose between the parties and the Agreement was terminated. AVA commenced AAA arbitration proceedings in Arizona against both Asianic and Mr. Chiew. Mr. Chiew objected to the arbitration as he was not a party to the Agreement. In the final award in favor of AVA, the sole arbitrator directed defendants to pay damages and held Asianic was the *alter ego* of Mr. Chiew.

AVA then sought enforcement of the AAA award in Singapore. The High Court granted the enforcement order and the Assistant Registrar dismissed the defendants' application to set aside the enforcement order. Defendants appealed.

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[33] *Id*., Section 31 (4).

[34] Aloe Vera of America, Inc v. Asianic Food (S)Pte Ltd and another OS 762/2004, May 10, 2006, High Court, Singapore, *available at:* http://www.commonlii.org/sg/cases/SGHC/2006/78.html.

[35] For more discussion, *see* A.J. van den Berg, *Yearbook Commercial Arbitration*, Vol. XXXII, 489-506 (2007), *available at*: http://www.kluwerarbitration.com/document.aspx?id=ipn30486.

The High Court dismissed the appeal and affirmed the lower court's decision. It noted that since the award was rendered in a state party to the New York Convention under US law, Part III (Foreign Awards) of the IAA applied rather than Part II (International Commercial Arbitration), which concerns non-domestic arbitrations held in Singapore.

The Court first held that the arbitration agreement could only be subject to a formal review aiming to confirm its *prima facie* validity. The High Court then concluded that the arbitrator had acted within his power to determine his own jurisdiction. It then proceeded to examine the grounds for refusal of enforcement alleged and concluded that there were none. In doing that, the High Court specifically addressed the alleged violation of public policy as a condition precluding the enforceability of a foreign award. On the issue, the Court held that the enforcement of the award would not violate the most basic of the notions of justice that the Singapore court adheres to because it applied legal doctrine that were known in Singapore law .[36]

IV. Conclusion

Since RECJA and REFJA do not apply to judgments from the United States and Canada, U.S./Canadian judgments must be enforced by actions under common law in Singapore. Regular legal proceedings are initiated by an originating process in accordance with the Singapore Civil Procedure Law (Order 6 and Order 14 of the Rules of Court and Section 16(1) of the Supreme Court of Judicature Act).

[36] Relying on some aspects of Aloe Vera (namely that while the New York Convention required a written agreement it did not require a signature) the Singapore High Court recently upheld Danish arbitral award. *See* Tom Toulson, Danish company enforces in Singapore, http://www.globalarbitrationreview.com/news/article/28410/danish-company-enforces-singapore/ (May 14, 2010). Judgment *available at:* http://www.singaporelawwatch.sg/remweb/legal/ln2/rss/judgment/11074.html?utm_source=rss%20subscription&utm_medium=rss

Conversely, as the United States, Canada and Singapore are party countries of the New York Convention, arbitral awards from the United States and Canada may be enforced in Singapore more easily under the IAA. In order to enforce a foreign award as a local one, the parties must first obtain leave of the High Court.

It is important to note that public policy defense has been used frequently in both judgments and awards enforcement legal precedents. The enforcement of a foreign judgment is subject to defenses, and the most important defense is that of the contravention of the fundamental public policy of the forum. Importantly, Singapore Courts found that the obligation to obey the judgment in Singapore is independent of the original obligation that had been enforced by the foreign country.[37] As Courts are considered the gatekeepers to protect the high standard of public policy in Singapore, they have been reluctant to enforce judgments by directly adopting the public policies definition of foreign judiciaries.

To conclude, Singapore provides competent judicial personnel and maximum judicial support to arbitration. It also maintains neutral third-country venue for international arbitration.[38] In general, the enforcement of US/Canadian judgments and arbitral awards will be immune from local protection in Singapore.

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[37] Yeo Tiong Min, Statute and Public Policy in Private International Law, 9 SYBIL 133-134 (2005).

[38] For more information, please refer to: http://www.siac.org.sg/cms/