

ICCA
PROJECTS

Research Group on
Arbitrator Immunity

SINGAPORE

Co-Chairs:

**Kate Brown de Vejar
Victoria Shannon Sahani
Damien Nyer**

SURVEY RESPONSES ON ARBITRATOR IMMUNITY – SINGAPORE

April 2026

SINGAPORE		
I. Definitions	Yes/No/NA	Comments, if any.
<p>I.1.</p> <p>“Arbitrator”</p> <p>For the purpose of this survey, an “arbitrator” is a person appointed by the parties, on behalf of the parties, or by an institution to adjudicate a dispute under an arbitration agreement, either alone or as one member of an arbitral tribunal. When answering the questions in this survey, please include all regulations, standards, or duties that apply to or include arbitrators but not those that apply solely to mediators.</p>		
<p>I.2.</p> <p>“Legislation”</p> <p>For the purpose of this survey, “legislation” includes laws in force and any draft bills or legislative initiatives that are currently at an advanced stage, including for example if the proposal is before a legislative body for vote or approval. It is helpful to signal the content and status of any such legislative initiatives in this survey, so that readers can also be aware of changes that may be forthcoming.</p>		<p>Singapore law provides a distinction between (i) international arbitration, which is governed by the <u>International Arbitration Act 1994</u> (“IAA”); and (ii) domestic arbitration, which is governed by the <u>Arbitration Act 2001</u> (“AA”). An arbitration is international if the criteria under section 5(2) of the IAA is satisfied. Please also note that the UNCITRAL Model Law on International Commercial Arbitration (1985) (“Model Law”), with the exception of Chapter VIII, has the force of law by virtue of section 3 of the IAA and thus applies to international arbitrations under the IAA. The answers in this questionnaire focus on rules applicable to a Singapore seated international arbitration under the IAA, although similar rules are applicable to domestic arbitration.</p>

II. General	Yes/No/NA	Comments, if any.
<p>II.1. What standards or duties (including ethical standards or duties) apply to arbitrators in your jurisdiction? Please briefly describe these standards or duties and cite to their legislative, regulatory, jurisprudential, or other basis.</p> <p>[Examples of such standards or duties may include:</p> <ul style="list-style-type: none"> - Duty to disclose potential conflicts of interest. - Duty of impartiality. - Duty of care/competence. - Duty to respect and maintain the confidentiality of the arbitration. - Duty to conduct the proceeding in an appropriate/fair/judicious manner. 	<p>N/A</p>	<p>Arbitrators have the following core duties in a Singapore seated arbitration:</p> <ul style="list-style-type: none"> - Duty of independence and impartiality - Duty to disclose potential conflicts of interest - Duty to respect and maintain the confidentiality of the arbitration - Duty to conduct proceedings fairly and diligently, and to give parties the full opportunity to present their case <p><u>Duty of independence and impartiality / Duty to disclose conflicts of interest</u></p> <p>Article 12(1) of the Model Law states: “<i>When a potential arbitrator is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence</i>” and upon appointment such arbitrator “<i>from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by him</i>”. Further, an arbitrator may be challenged on the ground that “<i>circumstances exist that give rise to justifiable doubts as to his impartiality or independence</i>”: Article 12(2) of the Model Law.</p> <p><u>Duty to respect and maintain the confidentiality of the arbitration</u></p> <p>There is no express statutory rule that imposes a duty of confidentiality on an arbitrator. However, Singapore law recognises an implied duty of confidentiality on an arbitrator – for example, in <i>ONGC Petro additions Ltd v DL E&C Co, Ltd (formerly known as Daelim Industrial Co Ltd)</i> [2023] SGHC 197, the Court cited at [62] with approval an excerpt from <i>International Commercial Arbitration</i> (Kluwer Law International, 3rd Ed, 2021), which states that “<i>arbitrators are bound by obligations of confidentiality inter se, and are not generally free to disclose deliberations without restriction in their opinions</i>”.</p> <p>That arbitration proceedings are generally regarded as confidential is also evident from ss 22 and 23 of the IAA where the default rule is for arbitration-related court proceedings to be heard in private.</p>

			<p>Duty to conduct proceedings fairly and diligently, and to give parties the full opportunity to present their case</p> <p>Article 18 of the Model Law states: “<i>The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case</i>”.</p> <p>Further, see [8.082]-[8.034] in Arbitration in Singapore: A Practical Guide (Sweet & Maxwell, 2nd ed, 2018) (“Arbitration Practical Guide Book”) which states:</p> <p>[8.028] The fundamental duty (and indeed the very purpose) of arbitrators is to hear the proceedings fairly and diligently, and to resolve the dispute by rendering an enforceable award.</p> <p>[8.029] First, arbitrators have a duty to hear both sides of the argument, and to give each side a fair opportunity to make their case on all relevant points...A breach of the rules of natural justice may be grounds for setting aside of an award made by the arbitrator.</p> <p>...</p> <p>[8.031] Second, arbitrators must decide all of the disputes which are presented to him or her. A failure to do so may be grounds for annulling or refusing to recognise the award. Conversely, the tribunal should not decide on matters that have not been submitted to it for determination.</p> <p>[8.032] Third, arbitrators should always endeavour to determine the expected workload and timelines in the arbitration before accepting their appointment, so as to ensure that they have the ability and capacity to manage the arbitral proceedings...</p> <p>[8.033] Fourth, the task of determining the issues in the dispute is the arbitrators alone, this is not delegable. Arbitrators may of course have assistance for this purpose, however, the determination of the matter is ultimately the job of the arbitrators alone. Arbitrators have a duty to give reasons for their award (under Article 31(2) of the Model Law).</p> <p>[8.034] Further guidance can be elicited from the various codes of ethics adopted by arbitral institutions or professional legal organisations. These codes are guidelines, and not strictly binding law, but have some measure of influence on the assessment of a tribunal’s conduct. Of course, parties are free to require that the appointed tribunal adhere to a certain ethical code, e.g. by making appropriate provision in the arbitration agreement.</p>
--	--	--	--

<p>II.2.</p>	<p>In cases of potential arbitrator misconduct of a civil (as opposed to criminal) nature, what remedies or disciplinary measures are available in your jurisdiction <i>vis-à-vis</i> the arbitrator?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>N/A</p>	<p>As a preliminary point, when an arbitrator commits any civil misconduct, the legal remedies are generally directed towards seeking redress to protect the fairness and conduct of the arbitral proceedings and the award, rather than seeking remedy from the arbitrator himself. Thus, there are limited remedies that are strictly speaking <i>vis-à-vis</i> the arbitrator. However, as stated in International Arbitration in Singapore: Legislation and Materials (Sweet & Maxwell, 2018) by Timothy Cooke (“International Arbitration in Singapore Book”) at [1.222]: “<i>Although parties may not bring proceedings against an arbitrator, they may still seek redress for perceived shortcomings by challenging the arbitrator, seeking to terminate the arbitrator’s mandate, or by applying to set aside the arbitrator’s award</i>”.</p> <p>Challenging arbitrator and/or removal of arbitrator</p> <p>See Articles 12 to 14 of the Model Law – in particular:</p> <p>Article 12(2) of the Model Law states: “<i>An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties...</i>”.</p> <p>Article 14(1) of the Model Law states: “<i>If an arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay, his mandate terminates if he withdraws from his office or if the parties agree on the termination. Otherwise, if a controversy remains concerning any of these grounds, any party may request the court or other authority specified in Article 6 to decide on the termination of the mandate, which decision shall be subject to no appeal</i>”.</p> <p>An application to challenge and/or remove an arbitrator may be decided by the arbitral tribunal, any procedure agreed upon by the parties (such as by incorporation of institutional rules providing that the institution could decide on the matter), and by the Court, with the Court having the ultimate supervisory decision-making power. For example, in <u><i>PT Central Investindo v Franciscus Wongso & Ors</i></u> [2014] SGHC 190, the Court considered but dismissed an application to remove an arbitrator for alleged bias.</p> <p>It is worth noting that for domestic arbitrations, section 16 of the AA provides:</p> <p>16(1) A party may request the Court to remove an arbitrator</p> <p>(a) who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his or her capacity to do so; or</p>
--------------	---	------------	--

			<p>(b) who has refused or failed –</p> <ul style="list-style-type: none"> (i) to <u>properly conduct the proceedings</u>; or (ii) to use all reasonable despatch in conducting the proceedings or making an award, <p>and where substantial injustice has been or will be caused to that party.</p> <p>This provision is not contained in the IAA. This provision (in particular the wording “<i>properly conduct the proceedings</i>”) is arguably wider than the provisions under the Model Law (as stated above), which apply to international arbitration under the IAA. In <i>Yee Hong Pte Ltd v Powen Electrical Engineering Pte Ltd</i> [2005] SGHC 114, the Court stated at [5]: “[t]he expression “<i>failure to conduct the proceedings properly</i>” covers a multitude of manifestations and situations. <i>Mustill & Boyd in Commercial Arbitration – 2001 Companion Volume to the Second Edition (Butterworths, 2001) at 291 commented that the expression could cover failure to comply with the general duty of the tribunal under s 33 of the UK Arbitration Act 1996 (which is similar in part to our s 22), the tribunal exceeding its powers, and failure of the tribunal to conduct the proceedings in accordance with the procedure agreed to by the parties...</i>”.</p> <p>Setting aside or refusal of enforcement of Award</p> <p>Misconduct by the arbitrator may also constitute grounds for setting aside or refusal of enforcement of the Award, provided that the misconduct gives rise to one of the statutory grounds. For instance, pursuant to Section 24 of the IAA and Article 34 of the Model Law, an award may be set aside on various grounds, including the following more relevant grounds to arbitrator misconduct:</p> <ul style="list-style-type: none"> (i) “<i>the making of the award was induced or affected by fraud or corruption</i>”; (ii) “<i>a breach of the rules of natural justice occurred in connection with the making of the award by which the rights of any party have been prejudiced</i>”; or (iii) “<i>the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Law</i>”.
--	--	--	--

II.3.	Is there anything in the <u>legislation</u> of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?	No	We have not come across any Singapore legislation that recognises a general principle of arbitrator liability. In contrast, Singapore legislation adopts a general principle of arbitral immunity (see question III.1 below).
II.4.	Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction recognizing a general principle of arbitrator liability and/or a principle that could provide a basis for an arbitrator to be subject to suit or found liable personally for breaches of any of the duties/standards described above?	No	We have not come across any reported Singapore cases that recognises such a general principle. However, fraud, intentional wrongdoing, and bad faith are generally exceptions to arbitrator immunity, and such conduct could provide a basis for arbitrator liability – see question III.4 below
II.5.	Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction that could provide a basis for an arbitrator generally to be subject to suit or found liable personally for acts or omissions in relation to an arbitration?	Yes	See question III.4 below. It is generally accepted that fraud, intentional wrongdoing, and bad faith are exceptions to arbitrator immunity, and such conduct could provide a basis for arbitrator liability.
II.6.	If your answer to question II.3, II.4 or II.5 is yes, is there a corresponding statute of limitations or similar time-limit in your jurisdiction for the initiation of a claim against an arbitrator?		<p>We have not come across any specific statutory statute of limitations or similar time limit that applies to claims against arbitrators. However, please note that:</p> <p>The default limitation periods under Singapore law (as provided for in the <u>Limitation Act 1959</u> (“LA”)) will likely apply. The general limitation for actions of contract and tort is six years from the date on which the cause of action accrued: section 6 of the LA. However, in cases of fraud or mistake, “<i>the period of limitation shall not begin to run until the claimant has discovered the fraud or the mistake, as the case may be, or could with reasonable diligence have discovered it</i>”: section 29 of the LA.</p> <p>Where one is applying to set aside the award (rather than only making a claim against an arbitrator, although the grounds for setting aside may involve claims against an arbitrator), one must do so within three months from the date of receipt of the award: Article 34(3) of the Model Law.</p>

II.7.	<p>If your answer to question II.3, II.4 or II.5 is yes, is there anything in the <u>legislation or jurisprudence/other secondary sources of law</u> of your jurisdiction that addresses the possibility of joint liability among the members of the tribunal, either <i>vis-à-vis</i> the parties or among themselves?</p>	No	<p>We have not come across any Singapore legislation or reported Singapore case addressing this specifically to arbitrators, and it is expected that general principles on joint liability under common law would apply.</p>
III. Limitations of Liability		Yes/No/NA	Comments, if any.
III.1.	<p>Is there a general principle of arbitrator immunity (<i>i.e.</i>, whereby an arbitrator is immune from civil liability for his or her activities undertaken as arbitrator) in your jurisdiction? If yes, is this immunity less than, equivalent to, or greater than the immunity, if any, afforded to judges or members of the judiciary?</p> <p>Please provide citations to any relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	Yes	<p>Singapore law expressly codifies a general principle of arbitrator immunity in legislation. Section 25 of the IAA provides that “(a)n arbitrator shall not be liable for (a) negligence in respect of anything done or omitted to be done in the capacity of arbitrator; and (b) any mistake in law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award”. A similar provision for domestic arbitration is in section 20 of the AA.</p> <p>It is also noted that immunity is also conferred upon the appointing authority, or an arbitral or other institution or person by whom an arbitrator is appointed or nominated under Section 25A of the IAA and Section 59 of the AA.</p> <p>The immunity afforded to judges in Singapore is arguably wider in scope as compared to that afforded to arbitrators. The immunity afforded to Singapore judges has its roots in common law (see the Singapore Court of Appeal decision in <i>AHQ v Attorney-General and another appeal</i> [2015] SGCA 32 at [9]-[19]) and are also codified in Singapore statutes, including:</p> <p>Section 79(1) of the <u>Supreme Court of Judicature Act 1969</u>: “<i>The Registrar, the Deputy Registrar or an Assistant Registrar or other person acting judicially shall not be liable to be sued in any court exercising civil jurisdiction for any act done by him or her in the discharge of his or her judicial duty whether or not within the limits of his or her jurisdiction, provided that he or she at the time in good faith believed himself or herself to have jurisdiction to do or order the act complained of</i>”.</p> <p>Section 68(1) of the <u>State Courts Act 1970</u>: “<i>A judicial officer shall not be liable to be sued for any act done by the judicial officer in the discharge of his or her judicial duty whether or not within the limits of his or her jurisdiction, provided that the judicial officer at the time in good faith believed himself or herself to have jurisdiction to do or order the act complained of</i>”.</p>

			<p>Although we have not come across any Singapore reported cases comparing the immunity accorded to arbitrators and judges in Singapore and the concept of arbitral immunity is rooted in public policy and derives by analogy from the immunity of judges (see International Arbitration in Singapore Book at [1.222]), from a plain reading of the provisions above, the immunity accorded to judges appears wider than that accorded to arbitrators. Judges are immune for “any act...provided that he or she at the time in good faith believed himself or herself to have jurisdiction”, while the scope of arbitrator immunity is comparatively narrower in the IAA and AA, and arbitrators may be more susceptible to challenge as compared to judges.</p>
III.2.	Is there anything in the <u>legislation</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?	No, other than as stated above at III.1.	We have not come across any Singapore legislation limiting an arbitrator’s personal civil liability.
III.3.	Is there anything in the <u>jurisprudence/ other secondary sources of law</u> of your jurisdiction that otherwise limits an arbitrator’s personal civil liability?	No	We have not come across any reported Singapore case limiting an arbitrator’s personal civil liability.
III.4.	<p>If your answer to question III.1, III.2, or III.3 is yes, are there any exceptions to that immunity or limitation of liability?</p> <p>For example, is there any exception to an arbitrator’s immunity from suit or limitation of liability where the arbitrator’s alleged misconduct involves fraud, bad faith, negligence, or intentional wrongdoing (to the extent these concepts are recognized in your jurisdiction’s legal framework)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	Yes	<p>Based on the plain reading of Section 25 of the IAA (see question III.1 above), the immunity conferred onto arbitrators only goes so far as to preclude liability that arises from “(a) negligence in respect of anything done or omitted to be done in the capacity of the arbitrator; and (b) any mistake of law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award”.</p> <p>Further, it is generally accepted that fraud, intentional wrongdoing, and bad faith are exceptions to arbitrator immunity. Although we have not come across reported Singapore cases of an arbitrator being sued for fraud or intentional wrongdoing in Singapore, secondary sources support the fact that fraud and intentional wrongdoing are exceptions to arbitrator immunity – these include:</p> <p>Arbitration Practical Guide Book at [8.085], citing Gary B. Born, International Commercial Arbitration, 2nd Ed, Vol II (Wolters Kluwer, 2014) pp 2028-2035: “It is generally accepted that fraud is an exception to the arbitrator’s immunity.”</p> <p>International Arbitration in Singapore Book at [1.223]: “The immunity does not extend to cases where a tribunal acts fraudulently, wilfully misconducts itself, or causes inordinate delay”.</p>

<p>III.5.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses found in arbitral institution rules?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language and its source (<i>i.e.</i>, UNCITRAL Arbitration Rules 2010, American Arbitration Association Commercial Arbitration Rules, etc.). – A summary of the court’s findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator’s liability. 	<p>No</p>	
---------------	---	------------------	--

<p>III.6.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of limitation of liability clauses or indemnity clauses (<i>i.e.</i>, clauses by which the parties to the arbitration agree to cover any losses or damages suffered by the arbitrators in a potential suit, or to otherwise hold the arbitrators harmless) found in an arbitration’s procedural materials – <i>i.e.</i>, Terms of Reference, Terms of Appointment, Procedural Order No. 1, etc.?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The limitation of liability or indemnity language found in the relevant procedural material (if available). – A summary of the court’s findings as to the effectiveness of the limitation of liability or indemnity clause in limiting or excluding an arbitrator’s liability. 	<p>No</p>	
---------------	---	------------------	--

<p>III.7.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the effectiveness of a clause limiting the arbitrators' liability found in the parties' arbitration agreement?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant limitation of liability language in the parties' arbitration agreement. – A summary of the court's findings as to the effectiveness of the limitation of liability clause in limiting or excluding an arbitrator's liability. 	<p>No</p>	<p>However, note that there is no <i>prima facie</i> prohibition against such clauses and the Singapore courts will likely approach the effectiveness of such clauses similarly to how they approach any other contractual term. In this connection, it should be noted that:</p> <p>The enforceability of such a term will be subject to the <u>Unfair Contract Terms Act 1977</u> (“UCTA”). In particular, Section 2 of the UCTA provides that “(i)n the case of other loss or damage, a person cannot so exclude or restrict his liability for negligence except in so far as the term or notice <u>satisfies the requirement of reasonableness</u>”; and</p> <p>Singapore courts have generally not enforced contractual clauses that purport to exclude liability for fraud – for example, see <i>In Jiang Ou v EFG Bank AG</i> [2011] 4 SLR 246 at [108], and <i>Goldring, Timothy Nicholas v Public Prosecutor and other appeals</i> [2015] SGHC 158 at [61].</p>
<p>III.8.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the <i>source</i> of the limitation of liability or indemnity language (<i>i.e.</i>, institutional rules v. procedural order v. terms of reference v. arbitration agreement) was relevant to the court's finding?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>N/A</p>	

<p>III.9.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the particular language used in the relevant limitation of liability or indemnity clause was relevant to the court's finding?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>N/A</p>	
<p>III.10.</p>	<p>If your answer to question III.5, III.6, or III.7 is yes, does any of this <u>jurisprudence/secondary sources of law</u> comment on whether the moment in the arbitration when the relevant limitation of liability or indemnity clause was agreed to was relevant to the court's finding, <i>i.e.</i>, whether it was agreed to <i>ex ante</i> (in advance of the relevant arbitration proceeding having been initiated) or after the arbitration was commenced?</p> <p>If yes, please provide a brief description of the court's or secondary source's reasoning on the issue, limited to one paragraph per case/secondary source.</p>	<p>N/A</p>	

<p>III.11.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction (<i>i.e.</i>, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability apply in proceedings in which a party is requesting interim relief (interim injunction, conservatory or similar temporary measures), as distinct from final relief (including damages), from an arbitrator?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>Yes</p>	<p>The scope of Section 25 of the IAA covers anything done “<i>in the capacity of arbitrator</i>” or “<i>in the course of arbitral proceedings</i>”, and thus this immunity would apply both in proceedings in which a party is requesting interim relief and final relief.</p>
<p>III.12.</p>	<p>To the extent there is any principle of arbitrator immunity or limitation of liability recognized in your jurisdiction, (<i>i.e.</i>, if your answer to question III.1, III.2, or III.3 is yes), does that immunity or limitation of liability permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority (for example, in enforcement proceedings)?</p> <p>Please provide citations to the relevant legislation, regulations, jurisprudence, or other secondary sources of law.</p>	<p>No</p>	<p>The scope of arbitrator immunity explained in question III.1 relates to civil liability and does not in itself permit an arbitrator to refuse to serve as a witness or provide documents when ordered by the Court. An arbitrator may not refuse to serve as a witness or provide documents if he or she has been properly ordered to do so by the Court.</p> <p>However, an arbitrator may have valid grounds to defend against any party seeking to compel him or her to serve as a witness or provide documents, for example by virtue of Rule 65.2 of the Singapore International Arbitration Center (“SIAC”) Rules where the arbitration is subject to the SIAC Rules:</p> <p>Rule 65.2: The parties shall be deemed to have agreed that SIAC (including its officers and employees), members of the SIAC Board, members of the SIAC Court, the President, the Vice President, the Registrar, the SIAC Secretariat, the members of any Tribunal, any Emergency Arbitrator, any person appointed by a Tribunal, including any Tribunal Secretary and any Tribunal-appointed expert, <u>shall not be under any obligation to make any statement</u> in connection with any arbitration administered by SIAC in accordance with these Rules, and <u>no party shall seek to make, summon, join, subpoena, or otherwise involve any of these persons or bodies as a party or a witness in any judicial, arbitration, administrative, or any other proceedings related to the arbitration or otherwise.</u></p>

<p>III.13.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether a limitation of liability clause found in arbitral institution rules, procedural materials, or the parties’ arbitration agreement operates to permit an arbitrator to refuse to serve as a witness or provide documents when subpoenaed, or otherwise compelled, by a judicial authority?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source.</p>	<p>No</p>	<p>We have not come across any jurisprudence specific to Singapore on this. However, it is expected that whether a limitation of liability clause is effective would depend on the specific circumstances of the case, including the points stated in question III.7 – in particular, the enforceability of such a clause will be subject to the reasonableness criteria in UCTA.</p>
<p>III.14.</p>	<p>To the extent an arbitrator is permitted to be called upon to act as a witness in your jurisdiction but is otherwise bound by confidentiality obligations related to the underlying arbitration, is there any guidance (found in jurisprudence or elsewhere) as to how the arbitrator should proceed?</p>	<p>See comments</p>	<p>We have not come across any reported Singapore cases where an arbitrator was called to act as a witness. However, the arbitrator should consider and be guided by the various obligations that he or she is subject to, including confidentiality obligations, as to how to proceed. An arbitrator could also seek guidance and directions from the Court if necessary. Another point to highlight is that Singapore court proceedings could be sealed and any court hearings could be made confidential to address any confidentiality concerns.</p> <p>Relatedly, it is noted that the closest case where arbitrators were involved in court proceedings relating to the arbitration (although not as witnesses), is the setting-aside proceedings in <u>CZT v CZU [2023] SGHC(I) 11</u>, where applications were made for orders that the three members of the tribunal produce their records of deliberations. The Singapore Court dismissed the applications and ruled that records of arbitrators’ deliberations were confidential, and should be protected against production orders save in “<i>the very rarest of cases</i>” where there is a compelling case that the interest of justice outweighs well-recognised policy reasons for such records’ confidentiality.</p>
<p>IV. Effectiveness of Professional Indemnity Insurance</p>		<p>Yes/No/NA</p>	<p>Comments, if any.</p>
<p>IV.1.</p>	<p>Does the legal framework in your jurisdiction mandate professional indemnity insurance coverage for arbitrators?</p>	<p>No</p>	<p>Singapore qualified lawyers are required to have professional indemnity insurance to be issued a Singapore practicing certificate under <u>section 75A of the Legal Professional Act</u> and the <u>Legal Profession (Professional Indemnity Insurance) Rules</u>. However, this may not apply to arbitrators, who may or may not have a Singapore practicing certificate.</p>

<p>IV.2.</p>	<p>Is there any <u>legislation</u> or <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether acting as an arbitrator counts as an act constituting the practice of law?</p>	<p>Yes</p>	<p>Acting as an arbitrator <i>in itself</i> does not amount to the practice of law. Section 35 of the <u>Legal Professional Act</u> expressly states that sections 32 and 33 of the Legal Professional Act, which relate to practicing as an advocate and solicitor in Singapore, do not extend to arbitrators:</p> <p>35. – (1) Sections 32 and 33 do not extend to –</p> <ul style="list-style-type: none"> (a) any arbitrator or umpire lawfully acting in any arbitration proceedings; (b) any person representing any party in arbitration proceedings; or (c) the giving of advice, preparation of documents and any other assistance in relation to or arising out of arbitration proceedings except for the right of audience in court proceedings. <p>Further, arbitrators need not be qualified lawyers in Singapore, and thus acting as an arbitrator itself does not constitute the practice of law.</p> <p>However, acting as an arbitrator could potentially be counted as the “<i>practice of law</i>” if he or she was appointed as an arbitrator and acted as an arbitrator in a manner connected with his profession as an advocate and solicitor. For instance, the Singapore High Court had established two tests to determine if one was acting as an advocate and solicitor in Singapore for the purposes of the Legal Professional Act – see [79] of <u>Choo Cheng Tong Wilfred v Phua Swee Khiang & Anor [2021] SGHC 154 (“Wilfred Choo”)</u>, which cited <u>Turner (East Asia) Pte Ltd v Builders Federal (Hong Kong) Ltd [1988] 1 SLR(R) 281 (“Turner”)</u>:</p> <p style="padding-left: 40px;"><i>“[A]n act is an act of an advocate and solicitor when it is customarily (whether by history or tradition) within his exclusive function to provide, e.g. giving advice on legal rights and obligations, drafting contracts and pleadings and pleading in a court of law.”</i></p> <p style="padding-left: 40px;"><i>“A person acts as an advocate and/or solicitor if, by reason of his being an advocate and solicitor, he is employed to act as such in any matter connected with his profession.”</i></p> <p>In <i>Turner</i>, the Singapore High Court held that an American law firm which sought to represent one party in arbitration proceedings in Singapore would be acting as advocates and solicitors as they satisfied both tests stated above.</p> <p>However, we have not come across any reported cases in Singapore in relation to whether practicing as an arbitrator (rather than counsel) would amount to the practice of law. That said, if the arbitrator was appointed and acted in a manner connected with his profession as a lawyer, there could be an argument that it constitutes the “<i>practice of law</i>” at least in the broad sense, even if certain statutory provisions may not strictly apply to arbitrators.</p>
--------------	---	-------------------	--

<p>IV.3.</p>	<p>Is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister’s chambers covers activities undertaken by a member of that firm/chambers as arbitrator where the arbitrator has been appointed in an individual capacity (<i>i.e.</i>, rather than as a representative of the firm/chambers)?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the arbitrator’s law firm or barrister’s chambers (if available). – A summary of the court’s finding as to the scope of that policy’s coverage <i>vis-à-vis</i> the arbitrator’s activities as an arbitrator. 	<p>No</p>	<p>We have not come across such jurisprudence in Singapore. The coverage of an insurance policy would depend on the specific wording of the policy.</p> <p>Mandatory professional indemnity insurance for Singapore qualified lawyers under section 75A of the Legal Professional Act and the Legal Professional (Professional Indemnity Insurance) Rules expressly state that such insurance is in respect of “<i>loss arising from claims in respect of civil liability incurred...in connection with his or her practice</i>” in any law firm or corporation.</p> <p>Therefore, whether an insurance policy covers activities undertaken as arbitrator would likely depend on whether acting as an arbitrator is “<i>in connection with his or her practice</i>” in the law firm/corporation. In this regard, many members of a law firm act as arbitrators in addition to their role as counsel and their work as arbitrators may be deemed to be “<i>in connection with his or her practice</i>” and thus fall within the scope of the insurance policy of the law firm. In practice, certain insurance policies of law firms/chambers may also expressly include the work done as arbitrator in their scope of coverage.</p>
--------------	---	------------------	---

<p>IV.4.</p>	<p>If your answer to question IV.3 is no, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether the professional indemnity insurance policy of a law firm or barrister’s chambers covers activities undertaken by an employee or partner of that firm/chambers as a board member of an external organization (<i>i.e.</i>, a corporation, charity, etc.)?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The type of misconduct alleged. – The relevant language of the professional indemnity insurance policy of the member’s law firm or barrister’s chambers (if available). – A summary of the court’s finding as to the scope of that policy’s coverage <i>vis-à-vis</i> the member’s activities as a board member. 	<p>No</p>	<p>Similar to question IV.3 above, this would depend on the specific wording of the policy and would likely turn on whether the activities undertaken as a board member of an external organization is “<i>in connection with his or her practice</i>” in the law firm/chambers.</p>
--------------	---	------------------	--

<p>IV.5.</p>	<p>Assuming that there is coverage of the types envisioned in questions IV.3 and IV.4, is there any <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers whether that coverage extends to breaches of cybersecurity and data privacy laws?</p> <p>If yes, please provide a brief description of the case(s) or secondary source(s), limited to one paragraph per case/secondary source, including, if applicable:</p> <ul style="list-style-type: none"> – The nature of the alleged cybersecurity/privacy breach. – The relevant language of the professional indemnity insurance policy (if available). – A summary of the court’s finding as to the scope of that policy’s coverage <i>vis-à-vis</i> the alleged cybersecurity/privacy breach. 	<p>No</p>	
<p>IV.6.</p>	<p>Assuming that there is coverage of the type envisioned in question IV.3, please provide sample language from commonly used insurance policies that were found by those courts or secondary sources to cover work undertaken independently as an arbitrator.</p>	<p>N/A</p>	

IV.7.	Are there any other issues that, in your view, a prospective arbitrator should be aware of in ensuring that their work as an arbitrator in your jurisdiction is covered by their law firm's or chamber's professional indemnity insurance policy?	N/A	
V. Involvement of Arbitral Institutions		Yes/No/NA	Comments, if any.
V.1.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitral institution has been sued alongside an arbitrator?	No	
V.2.	Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator has been sued and then an arbitral institution subsequently intervened in the proceeding?	No	
V.3.	<p>If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the arbitrator and arbitral institution defend the suit jointly, or did the arbitrator defend the suit on his/her own behalf, separate from any defense mounted by the institution?</p> <p>If the suit(s) was/were defended jointly, in your experience or, to the extent this information is publicly available, did the institution pay for the arbitrator's counsel fees?</p>	N/A	
V.4.	If your answer to question V.1 or V.2 is yes, in your experience, or to the extent this information is publicly available, did the suit result in a settlement?	N/A	

VI. Procedural Issues			
VI.1.	<p>Is there any <u>jurisprudence</u> in your jurisdiction where an arbitrator and/or arbitral institution was sued by a party, and the arbitrator or arbitral institution objected on the grounds of improper forum or venue?</p> <p>If yes, please provide a brief description of case(s), limited to one paragraph per case, including:</p> <ul style="list-style-type: none"> – The parties. – The type of misconduct alleged. – The nature and basis of the arbitrator’s or arbitral institution’s objection to venue. – The outcome of the objection (<i>i.e.</i>, whether the case proceeded to be heard or was dismissed for improper forum or venue) and the court’s reasoning for the same. 	See comments	<p>There was a claim filed against the SIAC in the Singapore Court to challenge a decision made by the Registrar of the SIAC in arbitration proceedings, although the claim was not filed against the arbitrator. The Singapore High Court rejected the claim against the SIAC and held that the Court had no jurisdiction to review the Registrar’s decision: <u><i>DMZ v DNA</i> [2025] SGHC 31</u>.</p>
VI.2.	<p>Is there any <u>legislation</u> or <u>jurisprudence/other secondary sources of law</u> in your jurisdiction which considers the potential consequences if a suit against an arbitrator is unsuccessful?</p> <p>For example, if a suit against an arbitrator is unsuccessful, what remedies would be available to the arbitrator? Moreover, would any sanctions be applicable to the unsuccessful party who brought the suit if it is found that the suit was frivolous?</p>	No	<p>We have not come across any Singapore legislation or reported Singapore cases on this that is specific to an arbitrator. However, in such a scenario, it is expected that an arbitrator would have recourse to claim for loss suffered as a result of the unsuccessful suit, in particular legal costs in having to defend the proceedings.</p>

VI.3.	While this survey generally focuses on the civil liability of arbitrators, if there is any relevant information from your jurisdiction related to claims for criminal liability brought against arbitrators, please include such information.	Yes	<p>We have not come across any reported Singapore case on claims for criminal liability brought against arbitrators in Singapore.</p> <p>However, if an arbitrator’s actions – such as bribery, corruption, or any other criminal act – violate Singapore’s criminal laws, they would be held criminally liable in Singapore. In this regard, it is noted that section 21 of the <u>Singapore Penal Code</u> defines “<i>public servant</i>” as including “<i>every arbitrator or other person to whom any cause or matter has been referred for decision or report by any court of justice, or by any other competent public authority</i>”, and thus offences in the Penal Code that specifically apply to public servants (which also include Court judges) would also apply to arbitrators – see Chapter 9 of the Penal Code on “<i>offences by or relating to public servants</i>”.</p>
VI.4.	Is there any other information about your jurisdiction not already provided in your responses to the questions in this survey that is relevant to understanding and explaining arbitrator liability in your jurisdiction?	No	

ICCA RESEARCH GROUP ON ARBITRATOR IMMUNITY

Goals

The primary goal of the Arbitrator Immunity Research Group is to study questions of arbitrator liability and immunity, and to raise practitioners' and arbitrators' awareness of the current legal landscape. The project's goals include investigating the limits of arbitrator immunity, evaluating the effectiveness of language limiting arbitrator liability in procedural orders and institutional rules, and examining the impact and limitations of professional indemnity insurance.

Methodology

To understand the current global landscape of arbitrator immunity, the Research Group designed a detailed survey and selected sample jurisdictions for inclusion. The Research Group compiled a list of survey respondents for each jurisdiction by seeking recommendations for responsive, high-quality contributors who had previously participated in ICCA research projects, as well as recommendations from arbitral institutions and colleagues in the international arbitration community. After receiving the completed surveys, the research team collaborated with the respondents in two rounds of edits to improve clarity, understanding, and formatting.

Citations to this Research

Researchers and authors using this data should use the following citations to refer to this research:

- General citation to the project website: 'ICCA Research Group on Arbitrator Immunity' (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), <https://www.arbitration-icca.org/research-group-arbitrator-immunity>
- Citation to the individual survey response: 'Survey Responses on Arbitrator Immunity for Singapore', in ICCA Research Group on Arbitrator Immunity (Kate Brown de Vejar, Victoria Shannon Sahani, and Damien Nyer, eds., 2026), <https://www.arbitration-icca.org/research-group-arbitrator-immunity>

Copyright

All rights reserved. The International Council for Commercial Arbitration (ICCA) wishes to encourage the use of the survey responses for research purposes and the promotion of arbitration. Accordingly, it is permitted to reproduce or copy the survey responses, provided that they are reproduced accurately, without alteration and in a non-misleading context, and provided that appropriate reference is made to ICCA.

Disclaimers

- **Viewpoints Disclaimer:** The survey responses do not represent the viewpoints, opinions, or research of ICCA, its Governing Board or members, or the Research Group in general, or its individual members. The Research Group's editing process focused solely on enhancing clarity, comprehension, and formatting.
- **General Legal Disclaimer:** The information on this website and within the survey responses is for informational purposes only, and this information does not constitute legal advice. Because legal landscapes in these jurisdictions constantly evolve, the website might contain incorrect or out-of-date information. Readers must not act or refrain from acting based on this raw data. Readers should always seek independent, local legal advice regarding these topics.