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**PROJECTS**

**Does a Right to a  
Physical Hearing Exist  
in International  
Arbitration?**

**SINGAPORE**

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**a. Parties' Right to a Physical Hearing in the *Lex Arbitri***

1. *Does the lex arbitri of your jurisdiction expressly provide for a right to a physical hearing in arbitration? If so, what are its requirements (e.g., can witness testimony be given remotely, etc.)?*

Short answer: No, the Singapore International Arbitration Act does not specify a right to a physical hearing in arbitration.

The law governing international arbitration in Singapore is the International Arbitration Act (Cap. 143A) ("IAA"). The current version of the IAA incorporates the 1985 UNCITRAL Model Law on International Commercial Arbitration<sup>1</sup> ("Model Law") (with the exception of Chapter VIII thereof), which means that the Model Law has force of law in Singapore.<sup>2</sup> The IAA is to be distinguished from the Arbitration Act (Cap. 10) ("AA"),<sup>3</sup> which governs domestic arbitration.

The IAA requires that arbitrating parties are to be treated with equality and to be given a full opportunity to present their cases, but does not specify a particular arbitral procedure.<sup>4</sup> The parties are free to agree on arbitral procedure. If the parties are unable to reach agreement, the arbitral tribunal may conduct proceedings in a manner it considers appropriate subject to the provisions of the Model Law.<sup>5</sup>

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<sup>1</sup> In June 2019, the Singapore Ministry of Law issued a public consultation paper on proposed amendments to the IAA to enhance Singapore's international arbitration regime. In September 2020, the International Arbitration (Amendment) Bill was tabled for a first reading in Parliament. It introduces a default mode of appointment of arbitrators in multi-party arbitrations where the parties' agreement does not specify a procedure for such appointments. The Bill also provides explicit recognition of the powers of the arbitral tribunal and the Singapore High Court to enforce obligations of confidentiality by making orders or giving directions where such obligations exist. This Bill was passed and the amendments came into force in December 2020.

<sup>2</sup> Section 3 of the IAA.

<sup>3</sup> Section 3 of the AA.

<sup>4</sup> Article 18 of the Model Law (incorporated by the IAA).

<sup>5</sup> Article 19 of the Model Law. The IAA also incorporates Article 24 of the Model Law which provides that an arbitral tribunal shall hold a hearing if so requested by a party. The Singapore courts have not explicitly pronounced on whether Article 24 mandates a physical hearing or otherwise.

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2. *If not, can a right to a physical hearing in arbitration be inferred or excluded by way of interpretation of other procedural rules of your jurisdiction's lex arbitri (e.g., a rule providing for the arbitration hearings to be "oral"; a rule allowing the tribunal to decide the case solely on the documents submitted by the parties)?*

Short answer: The IAA neither infers nor excludes the existence of a right to a physical hearing in arbitration.

The IAA, to the extent it incorporates the Model Law, only requires that parties are to be treated with equality and be given a full opportunity to present their cases. Parties are free to decide on arbitral procedure, but with the proviso that the arbitral tribunal may conduct the arbitration in a manner it considers appropriate if parties cannot agree.<sup>6</sup>

Furthermore, recent Singapore case law – although not in the specific context of a remote hearing being ordered – supports the conclusion that it could be reasonable for a tribunal to direct a remote hearing even against the wishes of a party in circumstances it deems appropriate. In *China Machine New Energy Corp v Jaguar Energy Guatemala LLC and another*<sup>7</sup> (“*China Energy*”), the Singapore Court of Appeal (“SGCA”)<sup>8</sup> found that the right to a full opportunity to present one’s case under Article 18 of the Model Law is not unlimited.<sup>9</sup> The right to be heard is impliedly limited by considerations of reasonableness and fairness, especially in cases where the complaint is that the failure to grant procedural accommodations has adversely impacted due process rights.<sup>10</sup> The SGCA also observed that the court should accord “substantial deference” to the arbitral

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<sup>6</sup> Article 19 of the Model Law.

<sup>7</sup> [2020] SGCA 12.

<sup>8</sup> The SGCA is the highest level of court in Singapore.

<sup>9</sup> *China Energy* para. 96. The SGCA found that Article 18 of the Model Law was not intended to create a right of unlimited scope, and the drafters were clearly conscious of the need to limit the Article’s scope so that it would not be abused by parties seeking to delay and prolong proceedings. The case before the SGCA concerned procedural issues raised in relation to the production of documents, including restrictions placed on the use of documents produced during the disclosure process. Against this context, the claim filed concerned the Tribunal’s management of the arbitration, which one party claimed made it impossible for it to prepare and file critical evidence addressing the quantum of the claim, which led to difficulties in the timely filing of documents. According to the applicant, this meant that particular reports were not properly considered by the Tribunal in breach of its right to be heard under Article 18 of the Model Law, rendering the award liable to be set aside under, amongst others, Article 34(2)(a)(ii) of the Model Law and Section 24(b) of the IAA.

<sup>10</sup> *China Energy* para. 97.

tribunal in the exercise of its wide procedural discretion in the conduct of the arbitration.<sup>11</sup>

In conclusion, there is neither an inferred nor excluded right to a physical hearing under the IAA, and jurisprudence indicates that the Singapore courts will accord arbitral tribunals substantial deference in procedural matters subject to Article 18 of the Model Law.

**b. Parties’ Right to a Physical Hearing in Litigation and its Potential Application to Arbitration**

3. *In case the lex arbitri does not offer a conclusive answer to the question whether a right to a physical hearing in arbitration exists or can be excluded, does your jurisdiction, either expressly or by inference, provide for a right to a physical hearing in the general rules of civil procedure?*

Short answer: Yes, there is a general right to a physical hearing in the general rules of civil procedure applicable to matters before the Singapore courts, but this right is subject to exceptions.

Prior to COVID-19, the default position was for matters to be heard via physical attendance at the courts or, for certain interlocutory matters, in a judge’s chambers, unless exceptional circumstances apply.

The Singapore Court of Appeal in *Anil Singh Gurm v J S Yeh & Co and another*<sup>12</sup> has also stated that, with regard to evidence, the litigant’s right to bring all relevant evidence before the court is a “right to physically adduce that evidence in court”.<sup>13</sup> Singapore law does not grant litigants an automatic right to use remote hearing technology to aid their cases, but allows the court to grant leave for testimony by video link in exceptional circumstances. The default position is that a witness must be physically before the court in order to testify, and the operation of Section 62A of the Evidence Act (Cap. 97) allows the court the discretion to determine whether to grant a witness leave to testify via video link.<sup>14</sup> This position is further confirmed in the Singapore High Court (“SGHC”) decision of *Sahara Energy International Pte Ltd v Chu*

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<sup>11</sup> *China Energy* para. 103.

<sup>12</sup> [2020] SGCA 05.

<sup>13</sup> *Anil Singh Gurm v J S Yeh & Co and another* [2020] SGCA 05 para. 2. There, the SGCA stated that “the litigant’s right to bring all relevant evidence before the court is a right to physically adduce that evidence in court. Modern technology has been called in aid of litigants who for one reason or another have difficulty in bringing witnesses into the courtroom [...] That said, Singapore law does not grant litigants *a right* to use this technology in aid of their cases” (emphasis in original).

<sup>14</sup> *Anil Singh Gurm v J S Yeh & Co and another* [2020] SGCA 05 para. 2; Section 62A of the Evidence Act.

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*Said Thong and another*,<sup>15</sup> where the court dismissed an application for witnesses to give evidence through video-link in the midst of the COVID-19 pandemic.<sup>16</sup>

The above notwithstanding, the procedural rules have inbuilt flexibility allowing for communication with the judiciary by electronic means, digital processing of case files and the use of video conferencing and teleconferencing in specific circumstances.

For example, Section 8A of the Supreme Court of Judicature Act (Cap. 322) states that the “court *may* conduct the hearing of any matter or proceeding through a live video link, a live television link or any other electronic means of communication” (emphasis added). Section 62A of the Evidence Act enables persons, *with the leave of court*, to give evidence through a live video or live television link in any civil proceedings. This applies in selected circumstances, such as when it is expressly agreed between the parties that evidence may be so given, when the relevant witness is outside Singapore, or when the court is satisfied that it is expedient in the interests of justice to do so. Furthermore, Section 8A of the Supreme Court of Judicature Act has been relied on by the international judges from the Singapore International Commercial Court to conduct case management conferences and the hearing of certain interlocutory applications by video link or live television link even before the COVID-19 situation arose.<sup>17</sup>

4. *If yes, does such right extend to arbitration? To what extent (e.g., does it also bar witness testimony from being given remotely)?*

Short answer: No, this right does not extend to arbitration.

The rules governing international arbitrations seated in Singapore are to be found in the IAA. The civil procedure rules apply to proceedings in the Singapore courts.<sup>18</sup> Further, the Evidence Act, which applies to all proceedings in court, expressly excludes

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<sup>15</sup> [2020] SGHC 272.

<sup>16</sup> *Sahara Energy International Pte Ltd v Chu Said Thong and another* [2020] SGHC 272 para. 62. The SGHC found that the witnesses were unwilling rather than unable to come to Singapore, and exercised its unfettered discretion under Section 62A to reject the application for witnesses to give evidence through video link.

<sup>17</sup> International Bar Association, “An interview with Justice Quentin Loh of the Singapore High Court” (5 November 2020) at <<https://www.ibanet.org/Article/NewDetail.aspx?ArticleUid=8FD1B23A-9B7A-4CD9-8D2A-162EF4A12DFC>> (last accessed 2 May 2021).

<sup>18</sup> Order 1, Rule 2 of the Rules of Court (Cap. 322, Section 80) stipulates that the rules of court have effect in relation to all proceedings in the Supreme Court and the State Courts, in so far as the matters to which the Rules relate are within the jurisdiction of those courts and, unless the court otherwise orders, apply to any pending proceedings therein.

its own application to arbitral proceedings.<sup>19</sup> The IAA makes clear that in a Singapore-seated international arbitration, an arbitral tribunal is not bound to apply Singapore rules of evidence or rules of civil procedure, and that a tribunal has the power to determine the admissibility, relevance, materiality and weight of any evidence.<sup>20</sup> As such, these are two distinct procedural regimes.

**c. Mandatory v. Default Rule and Inherent Powers of the Arbitral Tribunal**

5. *To the extent that a right to a physical hearing in arbitration does exist in your jurisdiction, could the parties waive such right (including by adopting institutional rules that allow remote hearings) and can they do so in advance of the dispute?*

Short answer: There is no specified right to a physical hearing in arbitration. Even if such a right were to exist, parties may waive such a right by consent in advance of the dispute.

The Model Law (which is incorporated in the IAA) expressly provides that the rules of procedure will be governed by the parties' agreement. Further, the IAA does not set forth a specific list of mandatory provisions from which parties may not contractually deviate. Section 15A(1) of the IAA empowers parties to adopt any rules of arbitration, so long as they are not inconsistent with a provision of the Model Law or Part II of the IAA from which the parties cannot derogate.<sup>21</sup>

Therefore, assuming *arguendo* that there is a right to a physical hearing, parties can waive that right by consent.

6. *To the extent that a right to a physical hearing in arbitration is not mandatory or does not exist in your jurisdiction, could the arbitral tribunal decide to hold a remote hearing even if the parties had agreed to a physical hearing? What would be the legal consequences of such an order?*

Short answer: No, holding a remote hearing when the parties have agreed to a physical hearing raises a potential ground for the setting aside of an arbitral award.

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<sup>19</sup> Section 2(1) of the Evidence Act. Section 2(1) states that the rules of evidence apply to all judicial proceedings in or before any court, but not to affidavits presented to any court or officer nor to proceedings before an arbitrator.

<sup>20</sup> Article 19(2) of the Model Law.

<sup>21</sup> Section 15A(1) of the IAA stipulates that: "It is hereby declared for the avoidance of doubt that a provision of rules of arbitration agreed to or adopted by the parties, whether before or after the commencement of the arbitration, shall apply and be given effect to the extent that such provision is not inconsistent with a provision of the Model Law or this Part from which the parties cannot derogate".

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As noted, Section 15A(1) of the IAA provides that “a provision of rules of arbitration agreed to or adopted by the parties [...] shall apply and be given effect, except to the extent that such provision is inconsistent with a provision of the Model Law or [Part II of the IAA] from which the parties cannot derogate”.<sup>22</sup> Article 19(1) of the Model Law stipulates that, with the exception of certain limited non-derogable rights, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings. It is only when the parties cannot agree that the arbitral tribunal may conduct the arbitration in a manner it considers appropriate.

Further, Article 24 of the Model Law expressly stipulates that the procedure for hearings and written proceedings is subject to agreement by the parties.

Should the arbitral tribunal order a remote hearing against the parties’ express consent to a physical hearing, the award may be challenged on the ground that the arbitral procedure was not in accordance with the parties’ agreement pursuant to Article 34(2)(a)(iv) of the Model Law. An applicant seeking to challenge an award on this ground must demonstrate that: (i) there was an agreement between the parties on a particular arbitral procedure; (ii) the tribunal failed to adhere to that agreed procedure; and (iii) the failure was causally related to the tribunal’s decision.<sup>23</sup>

Typically, the applicant challenging the award must also raise an objection during the proceedings before the arbitral tribunal, and the breach of procedure must not be “of an arid, trifling, or technical nature; rather it must be a material breach of procedure serious enough that it justifies the exercise of the court’s discretion to set aside the award” and cause actual prejudice to a party.<sup>24</sup>

### d. Setting Aside Proceedings

7. *If a party fails to raise a breach of the abovementioned right to a physical hearing during the arbitral proceeding, does that failure prevent that party from using it as a ground for challenging the award in your jurisdiction?*

Short answer: If there were a right to a physical hearing, the failure to raise a breach thereof during the arbitral proceedings would prevent a party from raising this as a subsequent ground of challenge.

Article 34(2)(a)(iv) of the Model Law stipulates that an arbitral award may be set aside on grounds that the “arbitral procedure was not in accordance with the agreement of the parties”. In interpreting this provision of the Model Law, the Singapore courts have stipulated that the party mounting the challenge to set aside the award may only rely on this ground if it raises it as an objection during the proceedings before the

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<sup>22</sup> *Triulzi Cesare SRL v Xinyi Group (Glass) Co Ltd* [2015] 1 SLR 114 para. 46.

<sup>23</sup> *AMZ v AXX* [2016] 1 SLR 549 para. 102.

<sup>24</sup> *Coal & Oil Co LLC v GHCL Ltd* [2015] 3 SLR 154 para. 51.

tribunal.<sup>25</sup> In *China Energy*, the SGCA made clear that in the context of a challenge directed at the exercise of a tribunal's procedural discretion, there is no non-compliance to speak of if the complaining party had not informed the tribunal of what such compliance required.<sup>26</sup>

8. *To the extent that your jurisdiction recognizes a right to a physical hearing, does a breach thereof constitute per se a ground for setting aside (e.g., does it constitute per se a violation of public policy or of the due process principle) or must the party prove that such breach has translated into a material violation of the public policy/due process principle, or has otherwise caused actual prejudice?*

Short answer: N/A

There is no recognised right to a physical hearing in arbitral proceedings.

9. *In case a right to a physical hearing in arbitration is not provided for in your jurisdiction, could the failure to conduct a physical hearing by the arbitral tribunal nevertheless constitute a basis for setting aside the award?*

Short answer: It depends. If the tribunal fails to conduct a physical hearing despite the parties' express agreement to hold one, the award may be susceptible to challenge; however, absent agreement by the parties, the tribunal has wide discretion to determine arbitral procedure.

Assuming that the parties have not expressly agreed to hold a physical hearing, the arbitral tribunal is endowed with a wide discretion to determine arbitral procedure, which may be exercised within a highly specific and fact-intensive context. Upon an application to challenge an award, the court will generally not micromanage the tribunal's procedural decision-making and will give substantial deference to procedural decisions of the tribunal.<sup>27</sup> The threshold for intervention by a Singapore court is when the tribunal conducted the arbitral process irrationally or capriciously, or where the tribunal's conduct of the proceedings is far removed from what could be expected of the arbitral process.

Therefore, a possible ground for setting aside only applies if the conduct of a virtual hearing deprives a party of its right under Article 18 of the Model Law to have a full opportunity to present its case. In *CBS v CBP*,<sup>28</sup> the SGCA considered whether a party had not been afforded a full opportunity to present its case such that there had been a

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<sup>25</sup> *AMZ v AXX* [2016] 1 SLR 549 para. 102.

<sup>26</sup> *China Energy* para. 102.

<sup>27</sup> *China Energy* para. 103, citing *On Call Internet Services Ltd v Telus Communications Co* [2013] BCAA 366 para. 18.

<sup>28</sup> [2021] SGCA 4.

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breach of natural justice that would justify setting aside the arbitral award. The court held that in accordance with Article 18 of the Model Law, the “full opportunity” to present one’s case is not an unlimited one and should be balanced against considerations of reasonableness, efficiency and fairness, and that the threshold for finding a breach is therefore a high one. The tribunal’s decisions can only be assessed by reference to what was known by the tribunal at the time and the alleged breach must have been brought to the attention of the tribunal at the material time. The SGCA further confirmed that a court will accord a margin of deference to the tribunal in matters of procedure and will not intervene just because it might have conducted the proceedings differently. In *CBS v CBP*, the SGCA was ultimately satisfied that the arbitrator’s denial of one party’s application to present witness evidence and insistence instead on a documents-only arbitration, constituted a breach of natural justice and, as such, the trial court had been correct to set aside the award.<sup>29</sup>

Consequently, an award obtained in proceedings conducted in breach of Article 18 is susceptible to annulment under Article 34(2)(a)(ii) of the Model Law and/or Section 24(b) of the IAA.<sup>30</sup>

### e. Recognition/Enforcement

*10. Would a breach of a right to a physical hearing (irrespective of whether the breach is assessed pursuant to the law of your jurisdiction or otherwise) constitute in your jurisdiction a ground for refusing recognition and enforcement of a foreign award under Articles V(1)(b) (right of the party to present its case), V(1)(d) (irregularity in the procedure) and/or V(2)(b) (violation of public policy of the country where enforcement is sought) of the New York Convention?*

Short answer: It is unlikely.

The enforcement of a domestic international award (which is an award rendered in an international arbitration seated in Singapore) may be resisted on any of the grounds

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<sup>29</sup> *CBS v CBP* [2021] SGCA 4 para. 79. The SGCA’s decision is particularly focused on the court’s finding that the relevant institutional rules (those of the Singapore Chamber of Maritime Arbitration) did not explicitly give the arbitrator the authority to order a documents-only arbitration absent agreement of the parties. In the underlying arbitration, a hearing was held for oral submissions only and not for the presentation of evidence. Further, the arbitrator had sought to condition the decision on whether to hold a hearing including witness testimony on the applicant first filing witness statements, which it declined to do. The court found such an approach to be beyond the arbitrator’s authority and an impermissible exercise of so-called “witness gating.”

<sup>30</sup> *China Energy* para. 104.

stated in Article 36 of the Model Law, and the grounds for resisting enforcement of a foreign award (which is an award rendered in an international arbitration seated outside Singapore) are set out in Sections 31(2) and (4) of the IAA. These two sub-sections reproduce the grounds set out in Article V of the New York Convention.

As a preliminary note, Singapore courts are pro-arbitration and generally favour the recognition and enforcement of awards, unless there are credible grounds upon which to refuse enforcement.

First, in applying Article V(1)(b) of the New York Convention on the right of a party to present its case, the courts will consider the “overall conduct of the proceedings with a particular attention paid to the conduct of the tribunal and the parties themselves”.<sup>31</sup> Being *in pari materia* with Article 34(2)(a)(ii) of the Model Law, Singapore courts have applied a relatively strict threshold in construing this provision.<sup>32</sup> In *Dongwoo Mann + Hummel Co Ltd v Mann+Hummell GmbH*,<sup>33</sup> the SGHC rejected an application to set aside an award on the basis that the successful party in the arbitration had refused to produce documents as ordered by the tribunal and where the arbitral tribunal did not draw an adverse inference, finding that this did not mean that the applicant had been unable to present its case. Conversely, in *GD Midea Air Conditioning Equipment Co Ltd v Tornado Consumer Goods Ltd & Anor Matter*,<sup>34</sup> the court set aside the award because it found that the tribunal had ruled that the plaintiff in that case had breached a contract, but the issue of breach had not been submitted to the tribunal for determination and the plaintiff had not made submissions on its breach. The court therefore held that the plaintiff had been deprived of an opportunity to present its case.<sup>35</sup>

Next, as regards irregularity in arbitral procedure for purposes of Article V(1)(d) of the New York Convention, the Singapore courts have held that minor and technical breaches do not constitute a valid ground for a finding of irregularity. In *Triulzi Cesare*, it was held that the court would necessarily inquire into the materiality of the procedural requirements that were not complied with and the nature of the departure from the parties’ agreed arbitral procedures, and this eventual departure must result in real

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<sup>31</sup> *Dongwoo Mann + Hummel Co Ltd v Mann + Hummell GmbH* [2008] 3 SLR(R) 871 para. 55.

<sup>32</sup> The cases referred to in the next sections concern proceedings to set aside arbitral awards in the Singapore courts, but the Singapore courts have noted that Article 34 of the Model Law was drafted to “align the grounds for setting aside with the grounds for recognition and enforcement that were listed in Article V of the New York Convention”. *Triulzi Cesare SRL v Xinyi Group (Glass) Co Ltd* [2014] SGHC 220 para. 57.

<sup>33</sup> [2008] 3 SLR(R) 871.

<sup>34</sup> [2017] SGHC 193.

<sup>35</sup> In that case, the court found that “the crux of Midea’s case was that the Tribunal’s finding on clause 4.2 breached the fair hearing rule because Midea was denied a full opportunity to present its case [...] the issue of a breach of clause 4.2 did not arise in the arbitration; the Tribunal made its finding on clause 4.2 without giving notice to the parties. The Tribunal’s breach was clearly connected to the making of the Award as its finding on clause 4.2 was the basis upon which the impugned findings in the Award were made” (para. 66).

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prejudice to a party.<sup>36</sup> The specific issue in *Triulzi Cesare* concerned the tribunal's admission of the defendant's expert witness statement in breach of the parties' agreed arbitral procedure, which was argued to be in breach of Article 34(2)(a)(iv) of the Model Law.<sup>37</sup> The court found that Article 34(2)(a)(iv) is not engaged if the non-observance of an agreed procedure or the minimum procedural requirements of Article 18 of the Model Law was not due to circumstances attributable to the arbitral tribunal but "derived from the applicant's own doing".<sup>38</sup> On the facts, the court found that there was no procedural agreement to exclude expert witness statements, and in this case, the defendant's admitted expert report did not affect the Tribunal's conclusions.

Finally, under Section 31(4)(b) of the IAA (which replicates Article V(2)(b) of the New York Convention), the court may refuse to enforce an award if it finds that the enforcement of the award would be contrary to the public policy of Singapore. The threshold for refusal is high as the Singapore courts will only refuse to enforce an award if it offends "the most basic notions of justice and morality".<sup>39</sup> It is unlikely that the breach of a right to a physical hearing would meet the requisite threshold.

### f. COVID-Specific Initiatives

11. *To the extent not otherwise addressed above, how has your jurisdiction addressed the challenges presented to holding physical hearings during the COVID pandemic? Are there any interesting initiatives or innovations in the legal order that stand out?*

Short answer: There are various initiatives that have been rolled out, including hybrid and virtual hearing arrangements, and guidelines for the conduct of remote hearings.

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<sup>36</sup> In *Triulzi Cesare*, the Court referred to the US case of *Compagnie Des Bauxites de Guinee v Hammermills, Inc*, No. 90-0169, 1992 WL 122712, \*5 (DDC, 29 May 1992), in which recognition of the award was opposed in reliance on Article V(1)(d) of the New York Convention on the basis that the tribunal had breached an agreed procedure (premised on the ICC Rules of Arbitration) when rendering its award. The United States District Court for the District of Columbia held that the appropriate standard for review was to set aside an award based on a procedural violation only if "such a violation worked substantial prejudice to the complaining party".

<sup>37</sup> Although *Triulzi Cesare* concerned an application to set aside an arbitral award, the SGHC referred to US decisions dealing with Art V(1)(d) of the New York Convention and noted that such observations are relevant to an application of Article 34(2)(a)(iv) of the Model Law since Article 34 of the Model Law was drafted to "align the grounds for setting aside with the grounds for recognition and enforcement that were listed in Article V of the New York Convention" (para. 57).

<sup>38</sup> *Triulzi Cesare SRL v Xinyi Group (Glass) Co Ltd* [2014] SGHC 220 para. 51

<sup>39</sup> *Aloe Vera of America, Inc v Asianic Food (S) Pte Ltd and another* [2006] 3 SLR(R) 174.

Singapore has addressed the challenges of holding physical hearings during the COVID-19 pandemic by introducing the use of remote hearings and video- and telephone-conferencing in both arbitration and litigation settings. For instance, one of Singapore’s main arbitration venues, Maxwell Chambers,<sup>40</sup> has invested in hybrid and virtual hearing solutions using video conferencing capabilities and services such as remote transcription, interpretation, and document management. Hybrid and fully remote hearing arrangements are now offered as a matter of routine. An interesting initiative is the collaboration between Maxwell Chambers, Arbitration Place and the IDRC to form the International Arbitration Centre Alliance.<sup>41</sup> This global collaboration of physical, technical, and professional resources aims to eliminate the distance, time-zone, and other challenges associated with planning and conducting international hearings remotely.

The Singapore International Arbitration Centre undertook a popular initiative by publishing its “Taking your Arbitration Remote” guide.<sup>42</sup> The guide was released on 31 August 2020, and it features recommendations and things to take into consideration when planning a virtual hearing. It helpfully includes a list of factors relevant to choosing the right remote hearing platform, and contains a checklist for remote hearing procedural orders. The guide also includes useful considerations for remote hearing etiquette.

As for litigation, the courts have also adapted to the challenges of holding physical hearings due to the COVID-19 pandemic by generally using video- and telephone-conferencing for court hearings. The Supreme Court of Singapore has helpfully published a “Guide on the Use of Video Conferencing and Telephone Conferencing & Video Conferencing for Hearings before the Duty Registrar”.<sup>43</sup> In the High Court, virtual hearings via video or telephone are now routine.

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<sup>40</sup> Maxwell Chambers, “Hybrid and Virtual Hearings”, available at <<https://www.maxwellchambers.com/2020/06/24/hybrid-and-virtual-hearings/>> (last accessed 25 November 2020).

<sup>41</sup> International Arbitration Centre Alliance, available at <[www.iacaglobal.com](http://www.iacaglobal.com)> (last accessed 25 November 2020).

<sup>42</sup> Singapore International Arbitration Centre, “SIAC Guides: Taking Your Arbitration Remote” (August 2020) available at <[https://www.siac.org.sg/images/stories/documents/siac\\_guides/SIAC%20Guides%20-%20Taking%20Your%20Arbitration%20Remote%20\(August%202020\).pdf](https://www.siac.org.sg/images/stories/documents/siac_guides/SIAC%20Guides%20-%20Taking%20Your%20Arbitration%20Remote%20(August%202020).pdf)> (last accessed 25 November 2020).

<sup>43</sup> Supreme Court Singapore, “Guide on the Use of Video Conferencing and Telephone Conferencing & Video Conferencing for Hearings before the Duty Registrar” (6 August 2020) at <<https://www.supremecourt.gov.sg/docs/default-source/module-document/2020-08-06---guide-to-video-conferencing.pdf>> (last accessed 25 November 2020).