

THE STATUTES OF THE REPUBLIC OF SINGAPORE

**ARBITRATION ACT
(CHAPTER 10)**

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Ordinance
14 of 1953**

Amended by
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Arbitration Act

ARRANGEMENT OF SECTIONS

PRELIMINARY

Section

1. Short title.
2. Interpretation.

REFERENCES BY CONSENT OUT OF COURT

3. Arbitration agreement to be irrevocable and to have effect as order of court.
4. Arbitration agreement not to be discharged by death of party thereto.
5. Provisions in case of bankruptcy.
6. Provisions implied in arbitration agreements.
7. Power to stay proceedings where there is an arbitration agreement.
8. Power of court in certain cases to appoint an arbitrator, umpire or third arbitrator.
9. Power for parties in certain cases to supply vacancy.
10. Majority award of 3 arbitrators.
11. Provision relating to umpires.
12. Power of court to give relief where arbitrator is not impartial or dispute referred involves question of fraud.
13. Powers of arbitrator.
14. Witnesses may be summoned by subpoena.
15. Power to enlarge time for making award.
16. Power to remit award.
17. Power to set aside award.
18. Arbitrators and umpires to use due dispatch.
19. Power of court where arbitrator is removed or authority of arbitrator is revoked.
20. Enforcing award.

REFERENCES UNDER ORDER OF COURT

21. Reference for report.
22. Power to refer in certain cases.
23. Powers and remuneration of referees and arbitrators.
24. Court to have powers as in references by consent.
25. Court of Appeal to have powers of court.

GENERAL

Section

26. Power to compel attendance of witness in any part of Singapore.
27. Additional powers of court.
28. Judicial review of arbitration awards.
29. Determination of preliminary point of law by court.
30. Exclusion agreements affecting rights under sections 28 and 29.
31. Exclusion agreements not to apply in certain cases.
32. Interlocutory orders.
33. Interest on awards.
34. Provision as to costs of awards and reference.
35. Costs of orders.
36. Taxation of arbitrator's or umpire's fees.
37. Extension of time for commencing arbitration proceedings.
38. Court may charge property with payment of solicitors' costs in arbitration.
39. Powers of judge and Registrar.
40. Application to references under statutory powers.
41. Saving for pending arbitrations.
 - First Schedule — Provisions to be implied in arbitration agreements.
 - Second Schedule — Matters in respect of which the court may make orders.
 - Third Schedule — Provisions of the Act which do not apply to statutory arbitrations.

An Act to consolidate and amend the law relating to arbitration.

[4th May 1953]

PRELIMINARY

Short title.

1. This Act may be cited as the Arbitration Act.

Inter-pretation.

2. In this Act, unless there is something repugnant in the subject or context —

“action” includes any proceeding in a court of law;

“arbitration agreement” means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not;

“award” includes an interim award;

“court” means the High Court;

“Rules of Court” means rules made or deemed to have been made under section 80 of the Supreme Court of Judicature Act.

Cap. 322.

REFERENCES BY CONSENT OUT OF COURT

3. Subject to the provisions of this Act, an arbitration agreement, unless a contrary intention is expressed therein, shall be irrevocable, except by leave of the court or a judge thereof, and shall have the same effect in all respects as if it had been made an order of court.

Arbitration agreement to be irrevocable and to have effect as order of court.

4.—(1) An arbitration agreement shall not be discharged by the death of any party thereto, either as respects the deceased or any other party, but shall in such an event be enforceable by or against the personal representative of the deceased.

Arbitration agreement not to be discharged by death of party thereto.

(2) The authority of an arbitrator shall not be revoked by the death of any party by whom he was appointed.

(3) Nothing in this section shall be taken to affect the operation of any enactment or rule of law by virtue of which any right of action is extinguished by the death of a person.

5.—(1) Where it is provided by a term in a contract to which a bankrupt is a party that any differences arising thereout or in connection therewith shall be referred to arbitration, the said term shall, if the Official Assignee of debtors' estates adopts the contract, be enforceable by or against him so far as it relates to any such differences.

Provisions in case of bankruptcy.

(2) Where a person who has been adjudged bankrupt had, before the commencement of the bankruptcy, become a party to an arbitration agreement, and any matter to which the agreement applies requires to be determined in connection with or for the purposes of the bankruptcy proceedings, then, if the case is one to which subsection (1) does not apply, any other party to the agreement or the Official Assignee of debtors' estates may apply to the court having jurisdiction in the bankruptcy proceedings for an order directing that the matter in question shall be referred to arbitration in accordance with the agreement, and that court may, if it is of opinion that, having regard to all the circumstances of the case, the matter ought to be determined by arbitration, make an order accordingly.

6. An arbitration agreement, unless a contrary intention is expressed therein, shall be deemed to include the

Provisions implied in arbitration agreements.

provisions set out in the First Schedule so far as they are applicable to the reference under the arbitration agreement.

Power to stay proceedings where there is an arbitration agreement.

7.—(1) If any party to an arbitration agreement, or any person claiming through or under him, commences any legal proceedings against any other party to the arbitration agreement, or any person claiming through or under him, in respect of any matter agreed to be referred, any party to the legal proceedings may at any time after appearance, and before delivering any pleadings or taking any other steps in the proceedings, apply to the court to stay the proceedings.

(2) The court or a judge thereof, if satisfied that there is no sufficient reason why the matter should not be referred in accordance with the arbitration agreement, and that the applicant was, at the time when the proceedings were commenced, and still remains, ready and willing to do all things necessary to the proper conduct of the arbitration, may make an order staying the proceedings.

Power of court in certain cases to appoint an arbitrator, umpire or third arbitrator.
2/80.

8.—(1) In any of the following cases:

- (a) where an arbitration agreement provides that the reference shall be to a single arbitrator, and all the parties do not, after differences have arisen, concur in the appointment of an arbitrator;
- (b) if an appointed arbitrator refuses to act, or is incapable of acting, or dies, and the arbitration agreement does not show that it was intended that the vacancy should not be supplied and the parties do not supply the vacancy;
- (c) where the parties or two arbitrators are required or are at liberty to appoint an umpire or third arbitrator and do not appoint him;
- (d) where an appointed umpire or third arbitrator refuses to act or is incapable of acting, or dies, and the arbitration agreement does not show that it was intended that the vacancy should not be supplied, and the parties or arbitrators do not supply the vacancy,

any party may serve the other parties or the arbitrators, as the case may be, with a written notice to appoint or, as the case may be, concur in appointing, an arbitrator, umpire or third arbitrator.

(2) If the appointment is not made within 7 clear days after the service of the notice, the court or a judge thereof may, on application by the party who gave the notice, appoint an arbitrator, umpire or third arbitrator who shall have the like powers to act in the reference and make an award as if he had been appointed by consent of all parties.

(3) In any case where —

(a) an arbitration agreement provides for the appointment of an arbitrator or umpire by a person who is neither one of the parties nor an existing arbitrator (whether the provision applies directly or in default of agreement by the parties or otherwise); and

(b) that person refuses to make the appointment or does not make it within the time specified in the agreement or, if no time is so specified, within a reasonable time,

any party to the agreement may serve the person in question with a written notice to appoint an arbitrator or umpire and, if the appointment is not made within 7 clear days after the service of the notice, the court or a judge thereof may, on the application of the party who gave the notice, appoint an arbitrator or umpire who shall have the like powers to act in the reference and make an award as if he had been appointed in accordance with the terms of the agreement.

9.—(1) Where an arbitration agreement provides that the reference shall be to two arbitrators, one to be appointed by each party, then, unless the arbitration agreement expresses a contrary intention —

Power for parties in certain cases to supply vacancy.

(a) if either of the appointed arbitrators refuses to act, or is incapable of acting, or dies, the party who appointed him may appoint a new arbitrator in his place;

(b) if, on such a reference, one party fails to appoint an arbitrator, either originally or by way of substitution as aforesaid, for 7 clear days after the other party, having appointed his arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference, and his award shall be binding on

both parties as if he had been appointed by consent.

(2) The court or a judge thereof may set aside any appointment made in pursuance of this section.

Majority award of 3 arbitrators. 2/80.

10. Unless the contrary intention is expressed in the arbitration agreement, in any case where there is a reference to 3 arbitrators, the award of any two of the arbitrators shall be binding.

Provision relating to umpires.

11. At any time after the appointment of an umpire, however appointed, the court may, on the application of any party to the reference and notwithstanding anything to the contrary in the arbitration agreement, order that the umpire shall enter on the reference in lieu of the arbitrators and as if he were a sole arbitrator.

Power of court to give relief where arbitrator is not impartial or dispute referred involves question of fraud.

12.—(1) Where an agreement between any parties provides that disputes which may arise in the future between them shall be referred to an arbitrator named or designated in the agreement, and after a dispute has arisen any party applies, on the ground that the arbitrator so named or designated is not or may not be impartial, for leave to revoke the authority of the arbitrator or for an injunction to restrain any other party or the arbitrator from proceeding with the arbitration, it shall not be a ground for refusing the application that that party at the time when he made the agreement knew, or ought to have known, that the arbitrator, by reason of his relation towards any other party to the agreement or of his connection with the subject referred, might not be capable of impartiality.

(2) Where an agreement between any parties provides that disputes which may arise in the future between them shall be referred to arbitration and a dispute which so arises involves the question whether any such party has been guilty of fraud, the court shall, so far as may be necessary to enable that question to be determined by the court, have power to order that the agreement shall cease to have effect and power to give leave to revoke the authority of any arbitrator or umpire appointed by or by virtue of the agreement.

(3) In any case where by virtue of this section the court has power to order that an arbitration agreement shall cease

to have effect or to give leave to revoke the authority of an arbitrator or umpire, the court may refuse to stay any action brought in breach of the agreement.

13. The arbitrators or umpire acting under an arbitration agreement shall, unless the arbitration agreement expresses a contrary intention, have power — Powers of arbitrator.

- (a) to administer oaths to, or take the affirmations of, the parties and witnesses; and
- (b) to correct in an award any clerical mistake or error arising from any accidental slip or omission.

14. Any party to an arbitration agreement may sue out a writ of subpoena ad testificandum or a writ of subpoena duces tecum, but no person shall be compelled under any such writ to produce any document which he could not be compelled to produce on the trial of an action. Witnesses may be summoned by subpoena.

15. The time for making an award may be enlarged by order of the court or a judge thereof, whether the time for making the award has expired or not. Power to enlarge time for making award.

16.—(1) In all cases of reference to arbitration the court or a judge thereof may remit the matters referred, or any of them to the reconsideration of the arbitrators or umpire. Power to remit award.

(2) Where an award is remitted, the arbitrators or umpire shall, unless the order otherwise directs, make their award within 3 months after the date of the order.

17.—(1) Where an arbitrator or umpire has misconducted himself or the proceedings, the court may remove him. Power to set aside award.

(2) Where an arbitrator or umpire has misconducted himself or the proceedings, or an arbitration or award has been improperly procured, the court may set aside the award.

18.—(1) The court may, on the application of any party to a reference, remove an arbitrator or umpire who fails to use all reasonable dispatch in entering on and proceeding with the reference and making an award. Arbitrators and umpires to use due dispatch.

(2) An arbitrator or umpire who is removed by the court under this section shall not be entitled to receive any remuneration in respect of his services.

(3) Subject to section 16 (2) and to anything to the contrary in the arbitration agreement, an arbitrator or umpire shall have power to make an award at any time.

(4) For the purposes of this section “proceeding with a reference” includes, in a case where two arbitrators are unable to agree, giving notice of that fact to the parties and to the umpire.

Power of court where arbitrator is removed or authority of arbitrator is revoked.

19.—(1) Where an arbitrator (not being a sole arbitrator), or two or more arbitrators (not being all the arbitrators) or an umpire who has not entered on the reference is or are removed by the court, the court may, on the application of any party to the arbitration agreement, appoint a person or persons to act as arbitrator or arbitrators or umpire in place of the person or persons so removed.

(2) Where the authority of an arbitrator or arbitrators or umpire is revoked by leave of the court, or a sole arbitrator or all the arbitrators or an umpire who has entered on the reference is or are removed by the court, the court may, on the application of any party to the arbitration agreement, either —

- (a) appoint a person to act as sole arbitrator in place of the person or persons removed; or
- (b) order that the arbitration agreement shall cease to have effect with respect to the dispute referred.

(3) A person appointed under this section by the court as an arbitrator or umpire shall have the like power to act in the reference and to make an award as if he had been appointed in accordance with the terms of the arbitration agreement.

(4) Where it is provided (whether by means of a provision in the arbitration agreement or otherwise) that an award under an arbitration agreement shall be a condition precedent to the bringing of an action with respect to any matter to which the agreement applies, the court, if it orders (whether under this section or under any other written law) that the agreement shall cease to have effect as regards any particular dispute, may further order that the provision

making an award a condition precedent to the bringing of an action shall also cease to have effect as regards that dispute.

20. An award on an arbitration agreement may, by leave of the court or a judge thereof, be enforced in the same manner as a judgment or order to the same effect, and where leave is so given, judgment may be entered in terms of the award. Enforcing award.

REFERENCES UNDER ORDER OF COURT

21.—(1) Subject to Rules of Court, the court or a judge thereof may refer any question arising in any cause or matter, other than a criminal proceeding by the Public Prosecutor, for inquiry or report to any special referee. Reference for report.

(2) The report of a special referee may be adopted wholly or partially by the court or a judge thereof, and if so adopted may be enforced as a judgment or order to the same effect.

22. In any cause or matter, other than a criminal proceeding by the Public Prosecutor, — Power to refer in certain cases.

(a) if all the parties interested who are not under disability consent;

(b) if the cause or matter requires any prolonged examination of documents or any scientific or local investigation which cannot, in the opinion of the court or a judge thereof, conveniently be conducted by the court through its ordinary officers; or

(c) if the question in dispute consists wholly or in part of matters of account,

the court or a judge thereof may at any time order the whole cause or matter or any question or issue of fact arising therein to be tried before a special referee or arbitrator respectively agreed on by the parties or before an officer of the court.

23.—(1) In all cases of reference to a special referee or arbitrator under an order of the court or a judge thereof in any cause or matter, the special referee or arbitrator shall be deemed to be an officer of the court and shall have such authority and shall conduct the reference in such manner as Powers and remuneration of referees and arbitrators.

is prescribed by Rules of Court, and subject thereto as the court or a judge thereof directs.

(2) The report or award of any special referee or arbitrator on any such reference shall, unless set aside by the court or a judge thereof, be equivalent to the judgment of a judge.

(3) The remuneration to be paid to any special referee or arbitrator to whom any matter is referred under order of the court or a judge thereof shall be determined by the court or a judge thereof.

Court to have powers as in references by consent.

24. The court or a judge thereof shall, as to references under order of the court or a judge thereof, have all the powers which are by this Act conferred on the court or a judge thereof as to references by consent out of court.

Court of Appeal to have powers of court.

25. The Court of Appeal shall have all the powers conferred by this Act on the court or a judge thereof under the provisions relating to references under order of the court.

GENERAL

Power to compel attendance of witness in any part of Singapore.

26.—(1) The court or a judge thereof may order that a writ of subpoena ad testificandum or a writ of subpoena duces tecum shall issue to compel the attendance before a special referee or before any arbitrator or umpire of a witness wherever he may be within Singapore.

Cap. 247.

(2) The court or a judge thereof may also issue an order under section 27 of the Prisons Act to bring up a prisoner for examination before a special referee or before any arbitrator or umpire.

Additional powers of court.

27.—(1) The court shall have, for the purpose of and in relation to a reference, the same power of making orders in respect of any of the matters set out in the Second Schedule as it has for the purpose of and in relation to an action or matter in the court:

Provided that nothing in the foregoing provision shall be taken to prejudice any power which may be vested in an arbitrator or umpire of making orders with respect to any of the matters aforesaid.

(2) Where relief by way of interpleader is granted and it appears to the court that the claims in question are matters to which an arbitration agreement, to which the claimants are parties, applies, the court may direct the issue between the claimants to be determined in accordance with the agreement.

(3) Where an application is made to set aside an award, the court may order that any money made payable by the award shall be brought into court or otherwise secured pending the determination of the application.

28.—(1) Without prejudice to the right of appeal conferred by subsection (2), the court shall not have jurisdiction to set aside or remit an award on an arbitration agreement on the ground of errors of fact or law on the face of the award.

Judicial
review of
arbitration
awards.
2/80.

(2) Subject to subsection (3), an appeal shall lie to the court on any question of law arising out of an award made on an arbitration agreement; and on the determination of such an appeal the court may by order —

(a) confirm, vary or set aside the award; or

(b) remit the award to the arbitrator or umpire for reconsideration together with the court's opinion on the question of law which was the subject of the appeal,

and where the award is remitted under paragraph (b) the arbitrator or umpire shall, unless the order otherwise directs, make his award within 3 months of the date of the order.

(3) An appeal under this section may be brought by any of the parties to the reference —

(a) with the consent of all the other parties to the reference; or

(b) subject to section 30, with the leave of the court.

(4) The court shall not grant leave under subsection (3) (b) unless it considers that, having regard to all the circumstances, the determination of the question of law concerned could substantially affect the rights of one or more of the parties to the arbitration agreement; and the court may grant any leave subject to such conditions as it considers appropriate.

(5) Subject to subsection (6), if an award is made and, on an application made by any of the parties to the reference, —

(a) with the consent of all the other parties to the reference; or

(b) subject to section 30, with the leave of the court, it appears to the court that the award does not or does not sufficiently set out the reasons for the award, the court may order the arbitrator or umpire concerned to state the reasons for his award in sufficient detail to enable the court, should an appeal be brought under this section, to consider any question of law arising out of the award.

(6) In any case where an award is made without any reason being given, the court shall not make an order under subsection (5) unless it is satisfied —

(a) that before the award was made one of the parties to the reference gave notice to the arbitrator or umpire concerned that a reasoned award would be required; or

(b) that there is some special reason why such a notice was not given.

(7) No appeal shall lie to the Court of Appeal from a decision of the court on an appeal under this section unless the court or the Court of Appeal —

(a) gives leave; and

(b) considers the question of law to which the decision relates either as one of general public importance or as one which for some other special reason should be considered by the Court of Appeal.

(8) Where the award of an arbitrator or umpire is varied on appeal, the award as varied shall have effect (except for the purposes of this section) as if it were the award of the arbitrator or umpire.

29.—(1) Subject to subsection (2) and section 30, on an application to the court made by any of the parties to a reference —

(a) with the consent of an arbitrator who has entered on the reference or, if an umpire has entered on the reference, with his consent; or

(b) with the consent of all the other parties, the court shall have jurisdiction to determine any question of law arising in the course of the reference.

(2) The court shall not entertain an application under subsection (1) (a) with respect to any question of law unless it is satisfied that —

- (a) the determination of the application might produce substantial savings in costs to the parties; and
- (b) the question of law is one in respect of which leave to appeal would be likely to be given under section 28 (3) (b).

(3) A decision of the court under this section shall be deemed to be a judgment of the court within the meaning of section 29 of the Supreme Court of Judicature Act, but no appeal shall lie from such a decision unless the court or the Court of Appeal —

Cap. 322.

- (a) gives leave; and
- (b) considers the question of law to which the decision relates either as one of general public importance or as one which for some other special reason should be considered by the Court of Appeal. [28A

30.—(1) Subject to this section and section 31 —

- (a) the court shall not, under section 28 (3)(b), grant leave to appeal with respect to a question of law arising out of an award;
- (b) the court shall not, under section 28 (5) (b), grant leave to make an application with respect to an award; and
- (c) no application may be made under section 29 (1) (a) with respect to a question of law,

Exclusion agreements affecting rights under sections 28 and 29. 2/80.

if the parties to the reference in question have entered into an agreement in writing (referred to in this section as an exclusion agreement) which excludes the right of appeal under section 28 in relation to that award or, in a case falling within paragraph (c), in relation to an award to which the determination of the question of law is material.

(2) An exclusion agreement may be expressed so as to relate to a particular award, to awards under a particular reference or to any other description of awards, whether

2/80.

arising out of the same reference or not; and an agreement may be an exclusion agreement for the purposes of this section whether it is entered into before or after 21st March 1980 and whether or not it forms part of an arbitration agreement.

(3) In any case where —

- (a) an arbitration agreement, other than a domestic arbitration agreement, provides for disputes between the parties to be referred to arbitration;
- (b) a dispute to which the agreement relates involves the question whether a party has been guilty of fraud; and
- (c) the parties have entered into an exclusion agreement which is applicable to any award made on the reference of that dispute,

then, except in so far as the exclusion agreement otherwise provides, the court shall not exercise its powers under section 12 (2) (to take steps necessary to enable the question to be determined by the court) in relation to that dispute.

(4) Except as provided by subsection (1), sections 28 and 29 shall have effect notwithstanding anything in any agreement purporting —

- (a) to prohibit or restrict access to the court;
- (b) to restrict the jurisdiction of the court; or
- (c) to prohibit or restrict the making of a reasoned award.

(5) An exclusion agreement shall be of no effect in relation to an award made on, or a question of law arising in the course of a reference under, a statutory arbitration, that is to say, such an arbitration as is referred to in section 40.

(6) An exclusion agreement shall be of no effect in relation to an award made on, or a question of law arising in the course of a reference under, an arbitration agreement which is a domestic arbitration agreement unless the exclusion agreement is entered into after the commencement of the arbitration in which the award is made or, as the case may be, in which the question of law arises.

(7) In this section, “domestic arbitration agreement” means an arbitration agreement which does not provide, expressly or by implication, for arbitration in a State other than Singapore and to which neither —

- (a) an individual who is a national of, or habitually resident in, any State other than Singapore; nor
- (b) a body corporate which is incorporated in, or whose central management and control is exercised in, any State other than Singapore,

is a party at the time the arbitration agreement is entered into. [28B

31.—(1) Subject to subsection (3), if an arbitration award or a question of law arising in the course of a reference relates, in whole or in part, to —

- (a) a question or claim falling within the Admiralty jurisdiction of the court;
- (b) a dispute arising out of a contract of insurance; or
- (c) a dispute arising out of a commodity contract,

an exclusion agreement shall have no effect in relation to the award or question unless either —

- (i) the exclusion agreement is entered into after the commencement of the arbitration in which the award is made or, as the case may be, in which the question of law arises; or
- (ii) the award or question relates to a contract which is expressed to be governed by a law other than the law of Singapore.

(2) In subsection (1) (c), “commodity contract” means a contract —

- (a) for the sale of goods regularly dealt with on a commodity market or exchange in Singapore which is specified for the purposes of this section by an order made by the Minister; and
- (b) of a description so specified.

(3) The Minister may by order provide that subsection (1) —

- (a) shall cease to have effect; or
- (b) subject to such conditions as may be specified in the order, shall not apply to any exclusion

Exclusion agreements not to apply in certain cases. 2/80.

agreement made in relation to an arbitration award of a description so specified, and an order under this subsection may contain such supplementary, incidental and transitional provisions as appear to the Minister to be necessary or expedient.

(4) In this section, “exclusion agreement” has the same meaning as in section 30. [28c

Interlocutory orders. 2/80.

32.—(1) If any party to a reference under an arbitration agreement fails within the time specified in the order or, if no time is so specified, within a reasonable time to comply with an order made by the arbitrator or umpire in the course of the reference, then, on the application of the arbitrator or umpire or of any party to the reference, the court may make an order extending the powers of the arbitrator or umpire as mentioned in subsection (2).

(2) If an order is made by the court under this section, the arbitrator or umpire shall have power, to the extent and subject to any conditions specified in that order, to continue with the reference in default of appearance or of any other act by one of the parties in like manner as a judge of the court might continue with proceedings in that court where a party fails to comply with an order of that court or a requirement of the Rules of Court.

(3) Subsections (1) and (2) have effect notwithstanding anything in any agreement but do not derogate from any powers conferred on an arbitrator or umpire, whether by an arbitration agreement or otherwise. [28D

Interest on awards.

33. A sum directed to be paid by an award shall, unless the award otherwise directs, carry interest as from the date of the award and at the same rate as a judgment debt. [29

Provision as to costs of awards and reference.

34.—(1) Any costs directed by an award to be paid shall, unless the award otherwise directs, be taxable in the court.

(2) Any provision in an arbitration agreement to the effect that the parties or any party thereto shall in any event pay their or his own costs of the reference or award or any part thereof shall be void; and this Act shall, in the case of an arbitration agreement containing any such provision, have effect as if that provision were not contained therein:

Provided that nothing herein shall invalidate such a provision when it is part of an agreement to submit to arbitration a dispute which has arisen before the making of such agreement.

(3) If no provision is made by an award with respect to the costs of the reference, any party to the reference may, within 14 days of the publication of the award or such further time as the court or a judge thereof may direct, apply to the arbitrator for an order directing by and to whom such costs shall be paid, and thereupon the arbitrator shall, after hearing any party who may desire to be heard, amend his award by adding thereto such directions as he may think proper with respect to the payment of the costs of the reference. [30]

35. Any order made under this Act may be made on such terms as to costs or otherwise as the authority making the order thinks just. [31] Costs of orders.

36.—(1) If in any case an arbitrator or umpire refuses to deliver his award except on payment of the fees demanded by him, the court may, on an application for the purpose, order that the arbitrator or umpire shall deliver the award to the applicant on payment into court by the applicant of the fees demanded, and further that the fees demanded shall be taxed by the taxing officer and that out of the money paid into court there shall be paid out to the arbitrator or umpire by way of fees such sum as may be found reasonable on taxation and that the balance of the money, if any, shall be paid out to the applicant. Taxation of arbitrator's or umpire's fees.

(2) An application for the purposes of this section may be made by any party to the reference unless the fees demanded have been fixed by a written agreement between him and the arbitrator or umpire.

(3) A taxation of fees under this section may be reviewed in the same manner as a taxation of costs.

(4) The arbitrator or umpire shall be entitled to appear and be heard on any taxation or review of taxation under this section. [32]

Extension of
time for
commencing
arbitration
proceedings.

37. Where the terms of an agreement to refer future disputes to arbitration provide that any claims to which the agreement applies shall be barred unless notice to appoint an arbitrator is given or an arbitrator is appointed or some other step to commence arbitration proceedings is taken within a time fixed by the agreement, and a dispute arises to which the agreement applies, the court, if it is of opinion that in the circumstances of the case undue hardship would otherwise be caused, and notwithstanding that the time so fixed has expired, may on such terms (if any) as the justice of the case may require, but without prejudice to section 30 of the Limitation Act, extend the time for such period as it thinks proper. [33]

Cap. 163.

Court may
charge
property with
payment of
solicitors'
costs in
arbitration.
Cap. 161.

38. Section 113 of the Legal Profession Act (which empowers a court in which a solicitor has been employed in any proceeding to charge property recovered or preserved in the proceeding with the payment of his costs) shall apply as if an arbitration were a proceeding in the court, and the court may make declarations and orders accordingly. [34]

Powers of
judge and
Registrar.

39. Provision may be made by Rules of Court for conferring on the Registrar or other officer of the court all or any of the jurisdiction conferred by this Act on the court or a judge thereof. [35]

Application
to references
under statu-
tory powers.

40. This Act, except the provisions set out in the Third Schedule, shall apply in relation to every arbitration under any other enactment passed before or after the commencement of this Act, as if the arbitration were pursuant to an arbitration agreement, except in so far as this Act is inconsistent with that enactment regulating the arbitration or with any rules or procedure authorised or recognised by that enactment. [36]

Saving for
pending
arbitrations.

41. The provisions of this Act shall not affect any arbitration which was commenced within the meaning of section 30 of the Limitation Act before 4th May 1953, but shall apply to any arbitration so commenced after that date under an arbitration agreement made before that date. [37]

FIRST SCHEDULE

Section 6.
2/80.

PROVISIONS TO BE IMPLIED IN ARBITRATION AGREEMENTS

1. If no other mode of reference is provided, the reference shall be to a single arbitrator.
2. If the reference is to two arbitrators, the two arbitrators may appoint an umpire at any time after they are themselves appointed and shall do so forthwith if they cannot agree.
3. If the arbitrators have delivered to any party to the arbitration agreement, or to the umpire, a notice in writing stating that they cannot agree, the umpire may forthwith enter on the reference in place of the arbitrators.
4. The parties to the reference, and all persons claiming through them respectively, shall, subject to any legal objection, submit to be examined by the arbitrators or umpire, on oath or affirmation, in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbitrators or umpire all books, deeds, papers, accounts, writings and documents within their possession or power respectively which may be required or called for, and do all other things which during the proceedings on the reference the arbitrators or umpire may require.
5. The witnesses on the reference shall, if the arbitrators or umpire think fit, be examined on oath or affirmation.
6. The award to be made by the arbitrators or umpire shall be final and binding on the parties and the persons claiming under them respectively.
7. The costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid or any part thereof, and may award costs to be paid as between solicitor and client.
8. The arbitrators or umpire shall have the same power as the court to order specific performance of any contract other than a contract relating to land or any interest in land.
9. The arbitrators or umpire may, if they think fit, make an interim award.

SECOND SCHEDULE

Section 27 (1).

MATTERS IN RESPECT OF WHICH THE COURT MAY MAKE ORDERS

1. Security for costs.
2. Discovery of documents and interrogatories.
3. The giving of evidence by affidavit.
4. Examination on oath of any witness before an officer of the court or any other person, and the issue of a commission or request for the examination of a witness out of the jurisdiction.

5. The preservation, interim custody or sale of any goods which are the subject-matter of the reference.

6. Securing the amount in dispute in the reference.

7. The detention, preservation or inspection of any property or thing which is the subject of the reference or as to which any question may arise therein, and authorising for any of the purposes aforesaid any person to enter upon or into any land or building in the possession of any party to the reference or authorising any samples to be taken or any observation to be made or experiment to be tried which may be necessary or expedient for the purpose of obtaining full information or evidence.

8. Interim injunctions or the appointment of a receiver.

Section 40.

THIRD SCHEDULE

PROVISIONS OF THE ACT WHICH DO NOT APPLY TO STATUTORY ARBITRATIONS

Section 4 (1).

Section 5.

Section 12.

Section 19.

Section 27 (2).

Section 34 (1).

Section 37.