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No. S 756

SUPREME COURT OF JUDICATURE ACT
(CHAPTER 322)

RULES OF COURT
(AMENDMENT NO. 3) RULES 2015

In exercise of the powers conferred on us by section 80 of the Supreme Court of Judicature Act and all other powers enabling us under any written law, we, the Rules Committee, make the following Rules:

Citation and commencement

1. These Rules may be cited as the Rules of Court (Amendment No. 3) Rules 2015 and come into operation on 1 January 2016.

Amendment of Order 16

2. Order 16, Rule 3 of the Rules of Court (R 5) (referred to in these Rules as the principal Rules) is amended by deleting the words “Order 6, Rule 3,” in paragraphs (3) and (4).

Amendment of Order 55C

3. Order 55C of the principal Rules is amended by inserting, immediately after Rule 3, the following Rule:

“Extension of time (O. 55C, r. 4)

4. Without prejudice to the power of the High Court under Order 3, Rule 4, to extend the time prescribed by any provision of this Order, the period for issuing and serving the notice of appeal under paragraph (4) of Rule 1 may be extended by the Court below on application made before the expiration of that period.”.

Amendment of Order 110

4. Order 110 of the principal Rules is amended —
- (a) by deleting the words “, by a written jurisdiction agreement, agreed to submit the claim for resolution by the Court and, at the time the agreement was concluded, the parties have” in Rule 1(2)(a)(i);
 - (b) by deleting sub-paragraph (iii) of Rule 1(2)(a) and substituting the following sub-paragraph:
 - “(iii) at least one of the parties to the claim has its place of business in a different State from —
 - (A) the State in which a substantial part of the obligations of the commercial relationship between the parties is to be performed; or
 - (B) the State with which the subject matter of the dispute is most closely connected; or”;
 - (c) by deleting sub-paragraph (b) of Rule 1(2) and substituting the following sub-paragraph:
 - “(b) a claim is commercial in nature if —
 - (i) the subject matter of the claim arises from a relationship of a commercial nature, whether contractual or not, including (but not limited to) any of the following transactions:
 - (A) any trade transaction for the supply or exchange of goods or services;
 - (B) a distribution agreement;
 - (C) commercial representation or agency;
 - (D) factoring or leasing;
 - (E) construction works;
 - (F) consulting, engineering or licensing;
 - (G) investment, financing, banking or insurance;
 - (H) an exploitation agreement or a concession;
 - (I) a joint venture or any other form of industrial or business cooperation;
 - (J) a merger of companies or an acquisition of one or more companies;

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- (K) the carriage of goods or passengers by air, sea, rail or road;
 - (ii) the claim relates to an in personam intellectual property dispute; or
 - (iii) the parties to the claim have expressly agreed that the subject matter of the claim is commercial in nature;”;
- (d) by deleting paragraph (3) of Rule 1 and substituting the following paragraphs:
- “(3) For the purposes of paragraph (2)(a)(i), (ii) and (iii), a party’s place of business is to be determined in the following manner:
- (a) where the parties have concluded a written jurisdiction agreement submitting the claim for resolution by the Court, a party’s place of business is —
 - (i) the place at which that party carries out its business at the time the agreement was concluded;
 - (ii) if that party carries out its business at more than one place at the time the agreement was concluded, the place (where the party carries out its business) with the closest relationship to the agreement at that time; or
 - (iii) if that party does not carry out business at any place at the time the agreement was concluded, that party’s habitual residence at that time; or
 - (b) where the parties have not concluded a written jurisdiction agreement submitting the claim for resolution by the Court, but the High Court is considering whether to transfer the case from the High Court to the Court, a party’s place of business is —
 - (i) the place at which that party carries out its business at the relevant time;

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- (ii) if that party carries out its business at more than one place at the relevant time, the place (where the party carries out its business) with the closest relationship to the subject matter of the dispute at that time; or
 - (iii) if that party does not carry out business at any place at the relevant time, that party's habitual residence at that time.

(3A) For the purposes of paragraph (2)(b)(i), the parties to the claim need not be in a relationship of a commercial nature and it is sufficient that the subject matter of the claim arises out of such a relationship.

(3B) For the purpose of paragraph (3)(b)(i), (ii) and (iii), the relevant time is —

- (a) the time the case was commenced in the High Court; or
 - (b) such other time as the Court may determine.”;
- (e) by deleting the word “before” in Rule 10(2) and substituting the word “if”;
 - (f) by deleting the words “and will assume” in Rules 10(3)(a)(i) and 12(3)(a)(i);
 - (g) by inserting the word “and” at the end of Rule 12(4)(a)(i);
 - (h) by deleting sub-paragraph (ii) of Rule 12(4)(a);
 - (i) by deleting the words “or will assume” in Rule 12(5)(a);
 - (j) by inserting, immediately after the word “Court” in Rule 21, the words “unless the Court orders otherwise, or the High Court orders otherwise when ordering the transfer of a case to the Court”;
 - (k) by renumbering Rule 21 as paragraph (1) of that Rule, and by inserting immediately thereafter the following paragraph:
 - “(2) Where Order 24 applies to any proceedings in the Court, Rules 14 to 20 of this Order do not apply.”;
 - (l) by deleting the words “(but not in this Order)” in Rule 23(1)(a) and substituting the words “(but not in this Rule)”;
 - (m) by deleting the word “before” in Rule 37(4) and substituting the word “if”;

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- (n) by deleting the words “paragraph (5)” in Rule 37(7) and substituting the words “paragraph (6)”;
 - (o) by deleting the words “a defendant” in Rule 40(1) and substituting the words “the defendant or one of the defendants”;
 - (p) by inserting, immediately after paragraph (1) of Rule 45, the following paragraphs:

“(1A) Order 23, Rule 1(1) and (2) does not apply to proceedings in the Court.

(1B) The Court may, on the application of a defendant to an action or other proceeding in the Court, order the plaintiff to give security for the defendant’s costs of the action or other proceedings, if —

(a) it appears to the Court that —

- (i) the plaintiff (not being a plaintiff who is suing in a representative capacity) is a nominal plaintiff who is suing for the benefit of some other person, and there is reason to believe that the plaintiff will be unable to pay the costs of the defendant if ordered to do so;
- (ii) the plaintiff’s address is not stated, or is incorrectly stated, in the originating process, and the plaintiff fails to satisfy the Court that the omission or misstatement was innocent and made without intention to deceive;
- (iii) the plaintiff has changed the plaintiff’s address during the course of the proceedings with a view to evading the consequences of the litigation;
- (iv) the plaintiff is a corporation or some other entity, and there is reason to believe that the plaintiff will be unable to pay the costs of the defendant if ordered to do so; or
- (v) the plaintiff has taken any step in relation to the plaintiff’s assets that would make it difficult to enforce an order for costs against the plaintiff; and

- (b) the Court thinks it just to do so, having regard to all the circumstances of the case.”;
- (q) by deleting the words “Where proceedings are begun in the Court” in Rule 45(2) and substituting the words “To avoid doubt, in proceedings in the Court”;
- (r) by inserting, immediately after paragraph (2) of Rule 45, the following paragraph:
- “(2A) Paragraph (2) does not apply to a case transferred to the Court, unless the High Court orders otherwise when ordering the transfer of the case to the Court.”;
- (s) by deleting the words “paragraph (2)” in Rule 45(3) and substituting the words “this Rule”;
- (t) by deleting paragraph (2) of Rule 46 and substituting the following paragraph:
- “(2) The unsuccessful party in any appeal from the Court to the Court of Appeal, or in any application to the Court of Appeal, must pay the reasonable costs of the appeal or application to the successful party, unless the Court of Appeal orders otherwise.”;
- (u) by deleting the column headings of the table below Rule 47(2) and substituting the following column headings:

<i>“Main action heard by single Judge</i>	<i>Main action heard by 3 Judges</i>	<i>Payable by whom”;</i>
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- (v) by deleting the words “Appellant’s Case” in item 1 of the table below Rule 47(3) and substituting the words “Notice of Appeal”;
- (w) by deleting the column headings of the table below Rule 48(2) and substituting the following column headings:

<i>“Hearing by single Judge or by Registrar</i>	<i>Hearing by 3 Judges</i>	<i>Payable by whom”;</i>
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- (x) by deleting paragraphs (1) and (2) of Rule 49 and substituting the following paragraphs:

“(1) A party to a case in the Court must pay to the Registrar a deposit of such amount and in such form as practice directions may specify, if —

- (a) the case is commenced in the Court; or
- (b) the case is transferred to the Court, and the High Court, when ordering the transfer of the case, directs the parties to pay the court fees and hearing fees payable in the Court.

(2) Where paragraph (1)(a) applies —

- (a) the plaintiff’s deposit must be paid by the plaintiff upon the filing of the originating process; and
- (b) any other party’s deposit must be paid by the party upon the filing of that party’s first document in the case.

(2A) Where paragraph (1)(b) applies, the deposit must be paid within 14 days after the High Court directs the parties to pay the court fees and hearing fees payable in the Court.”;

- (y) by inserting, immediately after the word “case” in Rule 49(3), the words “(including any fee payable by the party for any appeal or application to the Court of Appeal that is related to the case)”;

- (z) by deleting Rule 51 and substituting the following Rule:

“Court may dispense with attendance by solicitors and oral arguments in certain matters (O. 110, r. 51)

51. The Court may dispense with the attendance of the parties’ solicitors, and give the Court’s decision without hearing oral arguments, in any of the following matters:

- (a) an ex parte application;
- (b) an application to which all parties have consented;
- (c) any matter in relation to which the parties consent to dispense with the attendance of their solicitors and oral arguments.”;

(za) by inserting, immediately after paragraph (1) of Rule 53, the following paragraph:

“(1A) Despite paragraph (1), any one of the 3 Judges appointed for any proceedings in that paragraph may hear any interlocutory application or case management conference in those proceedings.”; and

(zb) by deleting the word “Proceedings” in Rule 53(2) and substituting the words “Subject to sections 30(2) and 36 of the Act, proceedings”.

Amendment of Appendix B

5. Item 11 of Appendix B of the principal Rules is amended by deleting the word “sealing” and substituting the word “issuing”.

Amendment of Appendix BA

6. Items 15 and 16 of Appendix BA of the principal Rules are deleted and the following item substituted therefor:

<p>“15. <i>Electronic filing charge.</i> For any document to which this Appendix applies that is filed or sent to the Court using the electronic filing service under Order 63A by electronic submission, in addition to any other fee chargeable under these Rules or any other written law.</p>	<p>\$4 per document plus \$0.80 per page</p>	<p>The filed copy.</p>
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Note:— Where the document is remotely composed on the computer system of the electronic filing service provider, it is deemed to comprise 2 pages.”.

[G.N. Nos. S 299/2014; S 390/2014; S 671/2014; S 714/2014; S 753/2014; S 850/2014; S 175/2015; S 278/2015]

Made on 30 November 2015.

SUNDARESH MENON
Chief Justice.

V K RAJAH, SC
Attorney-General.

BELINDA ANG SAW EAN
Judge.

TAY YONG KWANG
Judge.

QUENTIN LOH
Judge.

STEVEN CHONG
Judge.

VINODH COOMARASWAMY
Judge.

SEE KEE OON
Presiding Judge of the State Courts.

TAN PUAY BOON
District Judge.

CAVINDER BULL, SC
Advocate and Solicitor.

ANG CHENG HOCK, SC
Advocate and Solicitor.

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(To be presented to Parliament under section 80(6) of the Supreme Court of Judicature Act).