On 6 September 2016, the Singapore International Arbitration Centre (SIAC) had its inaugural roadshow to introduce its new SIAC Rules 2016 to the arbitration community in Hong Kong. A panel of distinguished speakers, moderated by Lim Seok Hui, the CEO of SIAC and Singapore International Mediation Centre, discussed the innovative features of the SIAC Rules 2016, which came into force on 1 August 2016.

Using a case study inspired by a dispute handled by speaker Paul Starr, Partner at King & Wood Mallesons, the panellists discussed how the new Rules would apply to facilitate an efficient resolution of the dispute in the following situations:

- **A State-owned entity (SOE) operating a mine in a joint venture initiates arbitration against its partner, but the contract does not specify an arbitral seat.** Kevin Nash, Deputy Registrar and Centre Director of SIAC, explained that Rule 21 empowers the tribunal to determine the seat of the arbitration absent party agreement. This departure from the SIAC’s previous approach of designating Singapore as the default seat symbolises its status as an international institution.

- **The SOE learns of its partner’s plans to transfer the mining license to a third party.** Steven Lim, Managing Partner, Singapore at Nabarro LLP, discussed Rule 30 and Schedule 1, which give the emergency interim relief procedure more teeth by setting strict time limits to appoint an emergency arbitrator and to issue an interim order or award. This procedure is popular among SIAC users because emergency arbitrators may sometimes have broader powers than courts to issue interim relief in arbitrations.
• The case is exceptionally urgent and the respondent refuses to arbitrate. The speakers examined Rule 5, which modifies the expedited procedure introduced in 2010. Importantly, in disputes under the expedited procedure, a tribunal now has discretion to decide the dispute based solely on documentary evidence, and by agreeing to arbitration under the SIAC Rules 2016, where the arbitral proceedings are conducted under the expedited procedure, the procedures under Rule 5.2 shall apply even where the arbitration agreement contains contrary terms.

• The respondent raises a defense that is unavailable under the contract. Tim Robbins, Associate at Norton Rose Fulbright, referred to Rule 29, which introduces a new mechanism for the early dismissal of claims and defenses. This Rule may help to streamline disputes by empowering the tribunal to dismiss frivolous claims and defenses. Cao Lijun, Partner at Zhong Lun Law Firm, member of the SIAC Court of Arbitration and Chair of the SIAC Users Council China National Committee, remarked that the SIAC is the first—and currently the only—major commercial arbitral institution to offer the early dismissal mechanism.

The speakers also reviewed the provisions on consolidation (Rules 6 and 8) and joinder (Rule 7), noting that the SIAC Rules 2016 adopt the most flexible approach compared to other major arbitral institutions. Notably, they allow non-parties to apply for joinder, and permit joinder of parties not bound by the arbitration agreement provided they and the existing parties consent.

The revised Rules demonstrate SIAC’s capability to innovate and draw on best practices in international arbitration. These new Rules reinforce SIAC’s position as the preferred institution for arbitrations in the region and beyond.