Cross-Border Enforcement Center - Singapore

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# Judgments

## With which jurisdictions does this country have reciprocal arrangements for enforcement of judgments?

**Hague Choice of Court Convention 2005:**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Mexico, Montenegro, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

**Bilateral:**

Australia, Brunei, Hong Kong, India, Malaysia, New Zealand, Pakistan, Papua New Guinea, Sri Lanka, United Kingdom

## If there is no reciprocal arrangement, is it still possible to enforce a foreign judgment by means of a writ on the judgment, declaration of enforceability or similar mechanism?

Yes. The judgment creditor can commence a common law action for the judgment debt and apply for summary judgment on the basis that there is no defense to the claim.

## What is the approximate time required to register and enforce a foreign judgment if unopposed?

1-2 months.

## What is the approximate time required to register and enforce a foreign judgment if opposed?

2-4 months, if the Court's schedule permits.

## What is the approximate cost of registering and enforcing a foreign judgment (including court fees and other disbursements) if unopposed?

USD10,000 - 50,000.

## What is the approximate cost of registering and enforcing a foreign judgment (including court fees and other disbursements) if opposed?

USD50,000 - 100,000

## Are there any unusual difficulties in enforcing a foreign judgment?

No.

# Arbitration Awards

## Is this jurisdiction a party to the New York Convention?

Yes.

## What is the approximate time required to register and enforce a foreign arbitration award if unopposed?

1 - 3 months.

## What is the approximate time required to register and enforce a foreign arbitration award if opposed?

3-6 months, if the Court's schedule permits.

## What is the approximate cost of registering and enforcing a foreign arbitration award (including court fees and other disbursements) if unopposed?

USD10,000 - 50,000.

## What is the approximate cost of registering and enforcing a foreign arbitration award (including court fees and other disbursements) if opposed?

USD100,000+

## Are there any unusual difficulties in enforcing a foreign arbitration award?

No.

# Limitation

## Which law governs the limitation period for registering a foreign judgment or arbitration award?

The law of the place of enforcement and in some cases, the law governing the dispute, depending on whether the limitation of rights is substantive or procedural.

## If the limitation period for registering a foreign judgment is governed by the law of the place of enforcement, what is that limitation period in your jurisdiction?

Under the Reciprocal Enforcement of Foreign Judgments Act 1959 ("**REFJA**"), the registration needs to be done within 6 years of the date of the judgment (section 4(1)(a) REFJA). Under the Choice of Court Agreements Act 2016 ("**CCAA**"), an application for the recognition and enforcement of a judgment may be made any time so long as the judgment is enforceable in the state of origin (section 13(2) CCAA).

## If the limitation period for registering a foreign arbitration award is governed by the law of the place of enforcement, what is that limitation period in your jurisdiction?

6 years.

# Enforcement

## Are fees and costs of enforcement typically recoverable?

Yes.

## Is seizure of goods available as an enforcement method?

Yes.

## Is attachment of earnings available as an enforcement method?

Yes.

## Is attachment of third party debts available as an enforcement method?

Yes, by way of garnishee proceedings.

## Are charging orders or orders for sale of land, goods etc available as an enforcement method?

Yes.

## Can a judgment or award be enforced by way of insolvency proceedings?

Yes.

## Can a receiver be appointed by way of enforcement?

Yes.

## Any other method of enforcement?

N/A

# Contacts

## Who can be contacted to enforce a judgment or arbitration award in this jurisdiction?

Nandakumar Ponniya, Celeste Ang

## What papers will be needed?

Under O 60 r 3(1) of the Rules of Court, an application for the registration of a foreign judgment under REFJA must be supported by an affidavit, amongst other things:

exhibiting the judgment or a verified or certified or otherwise duly authenticated copy of the judgment, and where the judgment is not in the English language, a translation of the judgment in that language certified by a notary public or authenticated by affidavit;

stating the name, trade or business and the usual or last known place of residence or business of the judgment creditor and the judgment debtor respectively, so far as known to the deponent;

stating to the best of the information or belief of the deponent —

that the judgment creditor is entitled to enforce the judgment;

as the case may require, either that at the date of the application the judgment has not been satisfied, or the amount in respect of which it remains unsatisfied;

at the date of the application the judgment can be enforced by the issuance of an enforcement order in the country of the original court and that, if it were registered, the registration would not be, or be liable to be, set aside; and

specifying the amount of the interest (if any) which under the law of the country of the original court has become due under the judgment up to the time of registration.

Under O 48 r 6(2), an application for permission to enforce a foreign award may be made without notice and must be supported by an affidavit —

exhibiting the arbitration agreement and the duly authenticated original award or, in either case, a duly certified copy of the arbitration agreement or award and, where the award or agreement is in a language other than English, a translation of it in the English language, duly certified in English as a correct translation by a sworn translator or by an official or by a diplomatic or consular agent of the country in which the award was made;

stating the name and the usual or last known place of residence or business of the creditor and the person against whom it is sought to enforce the award (the debtor) respectively; and

as the case may require, stating either that the award has not been complied with or the extent to which it has not been complied with at the date of the application.

# Rating

## Overall, is enforcement of foreign judgments in this jurisdiction easy, moderate or difficult?

Easy.

## Overall, is enforcement of foreign arbitration awards in this jurisdiction easy, moderate or difficult?

Easy.

# Reciprocal Enforcement Maps

## Reciprocal Enforcement Maps

Asia Pacific

Click the link below to access the reciprocal maps for Singapore.

[Reciprocal Enforcement Map](https://resourcehub.bakermckenzie.com/en/-/media/cross-border-enforcement-center/files/singapore_new.pdf?sc_lang=en)

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