

Singapore or Hong Kong? Choosing Between SIAC and HKIAC Arbitration

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When parties conclude international contracts, the arbitration clause often comes last in the negotiations. It may look like boilerplate — but it is one of the most commercially significant decisions parties will ever make. In Asia, the choice usually comes down to Singapore or Hong Kong, home to the Singapore International Arbitration Centre (SIAC) and the Hong Kong International Arbitration Centre (HKIAC). Both are world-class institutions, yet their differences matter. They affect not only the way disputes are run but also how easily an award can be turned into a practical result.

Singapore: SIAC and the 2025 Rules

Singapore has built its reputation deliberately as a hub for international arbitration, and SIAC's growth has been extraordinary. Its caseload now rivals the ICC and LCIA, drawing parties from over 100 jurisdictions.

The SIAC 2025 Rules, in force this year, confirm its innovative edge. They strengthen early dismissal procedures, allowing tribunals to strike out claims or defences that are plainly unsustainable. For commercial clients, this limits the risk of being dragged through lengthy proceedings on weak claims designed only to extract settlement leverage.

The rules also expand provisions for multi-party and multi-contract arbitrations — increasingly important in complex commercial arrangements such as joint ventures, energy projects, or structured finance deals. They make digitalisation the default, with electronic filing and online case management now standard practice, reducing cost and delay.

These procedural innovations are backed by Singapore's judiciary. The courts have consistently supported emergency arbitration, a mechanism SIAC pioneered in 2010. In *CVG v CVH* [2022] SGHC(I) 1, the Singapore International Commercial Court confirmed that an emergency arbitrator's order could be enforced under Singapore

law. This gives parties real confidence that urgent relief obtained through SIAC will be respected.

More broadly, the Singapore courts adopt a restrained approach to intervention. In the well-known *Astro v First Media* case ([2013] SGCA 57; [2014] 1 SLR 372), the Court of Appeal reinforced the principle of finality, holding that an award improperly extended to non-parties could be refused enforcement, but resisting attempts to turn the courts into a back door for relitigating arbitration. For clients, the message is clear: Singapore offers efficiency, neutrality, and reliability.

Hong Kong: HKIAC's Experience and China Link

Hong Kong has a longer pedigree, with HKIAC established in the mid-1980s. Its 2018 Administered Arbitration Rules remain among the most advanced in the world. They give tribunals extensive powers to consolidate related disputes and join additional parties, and they allow users to choose between fee structures — hourly rates or ad valorem fees — giving clients greater cost control.

Hong Kong's courts are equally supportive of arbitration. In *C v D* [2023] HKCFA 16, the Court of Final Appeal held that failure to comply with a pre-arbitration condition (such as negotiation or mediation) goes to admissibility, not jurisdiction. That meant the tribunal, not the courts, had the final say — a strong reaffirmation of the competence-competence principle.

Perhaps HKIAC's greatest commercial advantage is its connection to Mainland China. Under the 1999 Arrangement on Mutual Enforcement of Arbitral Awards, Hong Kong awards can be enforced directly in PRC courts. This is not a theoretical benefit — it has been used repeatedly by parties with assets in Mainland China. In 2020, the arrangement was strengthened by a further agreement allowing parties in Hong Kong-seated arbitrations to seek interim relief from Mainland courts — such as freezing injunctions — before or during arbitration. No other arbitral seat outside Mainland China enjoys this privilege.

For businesses with Chinese counterparties or assets in the PRC, this connectivity is a decisive factor.

Commercial Considerations

The choice between SIAC and HKIAC is not about which institution is “better.” Both deliver excellence. The real question is which is better for the deal at hand.

- **Neutrality and stability:** Singapore is viewed as one of the most neutral and politically stable jurisdictions in Asia. For deals involving counterparties from diverse jurisdictions, this can reassure all sides.
- **Enforcement in China:** If PRC enforcement is foreseeable, Hong Kong is unmatched. The 1999 Enforcement Arrangement and the 2020 Interim Measures Arrangement give HKIAC a practical advantage.
- **Speed and efficiency:** SIAC’s 2025 Rules have tilted the balance towards faster case management and early dismissal of weak claims. For clients wary of delay tactics, this is a tangible benefit.
- **Costs:** HKIAC’s fee flexibility can be commercially useful, especially in high-value or long-running disputes. SIAC’s fixed schedule offers predictability but less optionality.
- **Industry practice:** Some sectors have preferences. ASEAN-linked energy and infrastructure contracts often select SIAC. Finance and investment contracts with PRC counterparties often lean towards HKIAC.

Conclusion

Both SIAC and HKIAC are world leaders. Both have modern rules, sophisticated administration, and supportive courts. The difference lies in what the client needs most: neutrality and efficiency (Singapore), or China-facing enforceability (Hong Kong).

At 33 Chancery Lane Chambers, we advise clients that arbitration clauses should never be boilerplate. They are strategic. The right choice, made at the drafting stage, can mean the difference between a swift, effective resolution and a prolonged, uncertain battle.

Client Takeaways

- The SIAC 2025 Rules now provide faster, more digital, and more efficient procedures.
- HKIAC remains the forum of choice for China-related disputes, thanks to unique enforcement and interim relief arrangements.
- Commercial priorities — neutrality, speed, cost, enforcement prospects — should drive the choice, not habit or boilerplate drafting.