

Legal 500

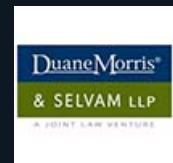
Country Comparative Guides 2025

Singapore

Enforcement of Judgments in Civil and Commercial Matters

Contributor

Duane Morris &
Selvam LLP



Sarbjit Singh Chopra

Managing Director | ssingh@selvam.com.sg

Daniel Soo

Head of the Selvam LLC's Insolvency and Restructuring Practice |
dsoo@selvam.com.sg

Roshan Singh Chopra

Associate Director in Selvam LLC's dispute resolution practice |
rsingh@selvam.com.sg

Leonard Loh

Associate Director in the Litigation, Arbitration and Dispute Resolution Practice Group of Selvam LLC. | lwloh@selvam.com.sg

This country-specific Q&A provides an overview of enforcement of judgments in civil and commercial matters laws and regulations applicable in Singapore.

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Singapore: Enforcement of Judgments in Civil and Commercial Matters

1. What international conventions, treaties or other arrangements apply to the enforcement of foreign judgments in your jurisdiction and in what circumstances do they apply?

The Convention on Choice of Court Agreements done at The Hague on 30 June 2005 ("**Hague Convention**") is applicable in Singapore and enacted as law in the Choice of Court Agreements Act 2016 (the "**CCAA**").

The CCAA applies in "*every international case where there is an exclusive choice of court agreement concluded in a civil or commercial matter*", save for the exceptions provided for under sections 9, 10 and 22 of the CCAA: section 8 of the CCAA.

For the purposes of the recognition and enforcement of foreign judgments, a case is an "*international case*" if the claim is for (1) the recognition, or recognition and enforcement, of a foreign judgment, or (2) the enforcement of a judicial settlement recorded before a court of a Contracting State (other than Singapore): section 4(2) of the CCAA.

An "*exclusive choice of court agreement*" is defined as an agreement between two or more parties that is concluded or documented in writing or by any other means of communication that renders the information communicated accessible so as to be usable for subsequent reference, and designates for the purposes of deciding any dispute that arises or may arise in connection with a particular legal relationship the courts of one Contracting State (by virtue of being a party to the Hague Convention, a Regional Economic Integration Organisation that is a party to the Hague Convention, or a member of State of a Regional Economic Integration Organisation that is a party to and has made a declaration under Article 30(1) of the Hague Convention) to the exclusion of the jurisdiction of any other court: sections 2(1) and 3 of the CCAA. Even if the choice of courts in a Contracting State is not stated to be to the exclusion of other courts, it will be deemed as such (and thus regarded as an "*exclusive choice of court agreement*") unless expressly provided otherwise: section 3(2) of the CCAA.

2. What, if any, reservations has your jurisdiction made to such treaties?

Singapore has not made reservations to the Hague Convention.

3. Can foreign judgments be enforced in your jurisdiction where there is not a convention or treaty or other arrangement, e.g. under the general law?

Yes, foreign judgments are enforceable pursuant to common law or the Reciprocal Enforcement of Foreign Judgments Act 1959 ("**REFJA**").

4. What basic criteria does a foreign judgment have to satisfy before it can be enforced in your jurisdiction? Is it limited to money judgments or does it extend to other forms of relief?

Under the common law, an *in personam* final and conclusive foreign judgment rendered by a court of competent jurisdiction may be enforced by an action for the amount due under it if it is a judgment for a fixed sum of money: *Chen Aun-Li Andrew v Ha Chi Kut* (suing as the sole executrix of the estate of Khoo Ee Liam, deceased) [2023] 1 SLR 341; [2022] SGHC(A) 41 at [9], citing *Poh Soon Kiat v Desert Palace Inc* (trading as Caesars Palace) [2010] 1 SLR 1129; [2009] SGCA 60 ("**Poh Soon Kiat**"). However, it must not be a sum payable in respect of taxes or the like, or in respect of a fine or other penalty: *Poh Soon Kiat* at [13]. Further, the local court will only refrain from enforcing the said foreign judgment if it is shown that the claimant procured it by fraud, or if its enforcement would be contrary to public policy or if the proceedings in which the judgment was obtained were opposed to natural justice: *Poh Soon Kiat* at [14].

Under the REFJA (which has no application to any judgment which may be recognised or enforced under the CCAA, as per section 2A of the REFJA), a judgment creditor under a judgment from the applicable court or courts of a foreign country (as specified in subsidiary legislation) may apply to the General Division of the High Court to have the judgment registered at any time (1)

within 6 years after the date of the judgment or (2) where there have been proceedings by way of appeal against the judgment, after the date of the last judgment given in those proceedings: section 4(1) of the REFJA. Currently, the REFJA is applicable, subject to the operation of the CCAA, only to final and conclusive money judgments from certain courts in Australia, India, Hong Kong, Malaysia, New Zealand, Pakistan, Papua New Guinea, Sri Lanka and the United Kingdom. A registered judgment must or may be set aside if the Court is satisfied that it falls within certain situations provided for under sections 5 or 6 of the REFJA.

Under the CCAA, a judgment creditor may make an application to the General Division of the High Court for a foreign judgment to be recognised or to be recognised and enforced if the foreign judgment:

- is in respect of an *"international case where there is an exclusive choice of court agreement concluded in a civil or commercial matter"*;
- is a judgment given by a court of a Contracting State (other than Singapore) that is designated in exclusive choice of court agreement (the **"chosen court"**), or a court to which a chosen court has transferred, in accordance with the law or practice relating to the allocation of jurisdiction or transfer of cases among courts in that Contracting State, the case to which the judgment relates;
- is either (1) a final court decision on the merits, a consent order, a consent judgment or a judgment given by default, or (2) a determination by a court of any costs or expenses relating to the court decision, consent order, consent judgment or judgment given in default; and
- has effect (in cases where recognition is sought) or is enforceable (if enforcement is sought) in the Contracting State of origin.

While the foreign judgments that may be recognised or enforced under the CCAA are not limited to money judgments, there are several exceptions to recognition or enforcement as set out at sections 9 and 10 of the CCAA, such as:

- the status and legal capacity of an individual;
- any matter relating to family law;
- any matter relating to succession;
- bankruptcy, insolvency, composition or any analogous matter;
- the carriage of passengers and goods;
- any matter relating to marine pollution, limitation of liability for a maritime claim, general average and emergency towage and salvage;
- any matter relating to competition or anti-trust law;

- liability for nuclear damage;
- any claim for personal injury or death brought by or on behalf of an individual;
- any tort or delict claim for damage to any tangible property that does not arise from a contractual relationship;
- any right in rem in any immovable property or any tenancy of immovable property;
- the validity, nullity or dissolution of any legal person or the validity of a decision of the management of the legal person;
- the validity of any intellectual property right (other than copyright and related rights);
- the infringement of any intellectual property right (other than copyright and related rights) except any infringement proceedings that are or could have been brought for breach of a contract between the parties relating to that intellectual property right;
- the validity of an entry in a public register;
- arbitration or any proceedings related to an arbitration; and
- any interim measure of protection.

5. What is the procedure for enforcement of foreign judgments pursuant to such conventions, treaties or arrangements in your jurisdiction?

If recognition or recognition and enforcement of a foreign judgment is sought pursuant to the CCAA, the judgment creditor must file an originating application without notice to the General Division of the High Court, and the application must be supported by an affidavit. The requirements are set out at Order 37 of the Rules of Court 2021 (**"ROC"**). It is highlighted that if the documents are not in English, the document must be translated and such translation must be certified by a person; that person's full name, address and qualification for making the translation must also be placed before the Court: Order 37, Rule 5 of the ROC.

The affidavit must exhibit the following documents (see Order 37, Rule 2(3) of the ROC):

- a complete and certified copy of the foreign judgment (including the reasons, if any, for the decision of the court which gave the judgment);
- the exclusive choice of court agreement applicable to the dispute in relation to which the foreign judgment was obtained, a certified copy of that agreement or any other evidence of the existence of that agreement;
- where the foreign judgment was given by default, the original or a certified copy of a document showing that the party in default was notified of (1) the document by which the proceedings were instituted,

- or (2) an equivalent document;
- any other documents necessary to establish: (1) that the foreign judgment has effect in the State of origin, (2) where the foreign judgment or part of the foreign judgment is to be enforced, that the judgment or that part (as the case may be) is enforceable in the State of origin, and (3) any matter that could affect the Court's decision whether or not to recognise or recognise enforce the foreign judgment.

The affidavit must also state, to the best of the information or belief of the deponent (see Order 37, Rule 2(2) of the ROC):

- that the judgment, the whole or part of which is to be recognised or recognised and enforced, is a foreign judgment within the meaning of section 2(1) of the CCAA;
- where the foreign judgment or part of the foreign judgment is to be recognised, that the judgment or that part (as the case may be) has effect in the State of origin;
- where the foreign judgment or part of the foreign judgment is to be enforced, that the judgment or that part (as the case may be) is enforceable in the State of origin;
- that the exclusive choice of court agreement, applicable to the dispute in relation to which the foreign judgment was obtained, was concluded in a civil or commercial matter;
- that (1) at the date of the application, the foreign judgment, or the part of the foreign judgment to be recognised or recognised and enforced, has not been satisfied or the amount in respect of which, at the date of the application, the foreign judgment, or (2) the part of the foreign judgment to be recognised or recognised and enforced, remains unsatisfied;
- that the foreign judgment does not relate to a matter mentioned in section 9 or 10 of the CCAA to which the CCAA does not apply;
- that there are no circumstances under Part 3 of the CCAA in which the Court must refuse to recognise or enforce the foreign judgment;
- whether there are any circumstances under Part 3 of the CCAA in which the Court may refuse to recognise or enforce the foreign judgment; and
- where there are circumstances in which the Court may refuse to recognise or enforce the foreign judgment, each reason why the Court should nevertheless recognise or enforce the judgment.

Once the order for recognition or recognition and enforcement is granted, the judgment creditor must draw up the court order, which must state (1) that any party, to the case or proceedings in which the foreign judgment or

judicial settlement was obtained, may apply to set aside the court order, (2) the period within which the party must file the application to set aside the court order (which is 28 days after the date on which the court order and the copy of the foreign judgment were served on that party, unless otherwise stated by the Court), and (3) that the court order will not take effect until the expiration of that period: Order 37, Rule 6(3) of the ROC.

Thereafter and within 28 days after the date on which the court order is made, serve the court order, together with a copy of the foreign judgment, personally on every party to the case or proceedings in which the foreign judgment was obtained: Order 37, Rule 6(2) of the ROC. Within 14 days after service, the judgment creditor must file and serve an affidavit of service on that party of the court order and the copy of the foreign judgment: Order 37, Rule 6(5) of the ROC.

Once recognised, the foreign judgment can be enforced with the same tools available to any other local judgment issued by the Singapore courts.

6. If applicable, what is the procedure for enforcement of foreign judgments under the general law in your jurisdiction?

If enforcement is sought under common law, the judgment creditor must file a fresh action by way of an originating claim (if there are substantial issues of fact) or an originating application (if there are no substantial issues of fact) in order to obtain a local judgment for the judgment debt. Even if there are substantial issues of fact and an originating claim has to be filed, it is open for the judgment creditor to apply for summary judgment against the judgment debtor, which would shorten the recognition process. Once a local judgment is obtained, it can be enforced with the same tools available to any other local judgment issued by the Singapore courts.

If enforcement is sought pursuant to REFJA, the application must be made by originating application without notice and supported by an affidavit (see Order 60, Rule 3 of the ROC):

- 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 names, trades or businesses and the usual or last known places of residence or business of the judgment creditor and the judgment debtor, so far as

known to the deponent;

- stating to the best of the information or belief of the deponent: (1) that the judgment creditor is entitled to enforce the judgment; (2) 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; and (3) that 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 no grounds exist for which its registration may or must be set aside under section 5 of REFJA;
- specifying the amount of the interest (if any) which by the law of the country of the original court has become due under the judgment up to the time of registration; and
- containing such other evidence with respect to the enforceability of the judgment by the issuance of an enforcement order in the country of the original court, and of the law of that country under which any interest has become due under the judgment.

Once an order giving permission to the register the foreign judgment is drawn up, the notice of the registration of a judgment must be served on the judgment debtor and must be served personally unless the Court otherwise orders: Order 60, Rule 7(1) of the ROC. The said notice must contain:

- full particulars of the judgment registered and the order for registration;
- the name and address of the judgment creditor or of the judgment creditor's solicitor on whom, and at which, any summons issued by the judgment debtor may be served;
- the right of the judgment debtor to apply to have the registration set aside; and
- the period within which an application to set aside the registration may be made.

Within 3 days after service, the notice or a copy of the notice must be endorsed by the person who served it with the day of the week and date on which it was served: Order 60, Rule 8(1) of the ROC.

Once registered, the foreign judgment can be enforced with the same tools available to any other local judgment issued by the Singapore courts.

7. What, if any, formal requirements do the courts of your jurisdiction impose upon foreign judgments before they can be enforced? For

example, must the judgment be apostilled?

See Responses to Questions 5 and 6 above. The foreign judgment does not need to be apostilled.

8. How long does it usually take to enforce or register a foreign judgment in your jurisdiction? Is there a summary procedure available?

Under the common law procedure, the claim will be determined after a full trial, which can typically take between 9 and 18 months (excluding appeals). A summary procedure is available, which would shorten the timetable to between 3 to 6 months (excluding appeals).

For applications under the REFJA or CCAA, the applications are made by way of originating applications without notice. The application process can typically take between 2-4 weeks (excluding any applications to challenge the registration or recognition, which can add 2-6 months to the process).

Depending on the complexity of the matter or the court's schedule, the abovementioned indicative timelines may be longer in practice.

9. Is it possible to obtain interim relief (e.g. an injunction to restrain disposal of assets) while the enforcement or registration procedure takes place?

Yes, interim relief is possible. The Supreme Court of Judicature Act 1969 (the "SCJA") provides that the General Division of the High Court has, among other things, the power to provide for the preservation of assets for the satisfaction of any judgment which has been or may be made: paragraph 5(c) of the First Schedule to the SCJA.

10. What is the limitation period for enforcing a foreign judgment in your jurisdiction?

If the enforcement of the foreign judgment is pursuant to an action in common law to recover a debt which is final and conclusive, the relevant limitation period is 6 years under s 6 (1) (a) of the Limitation Act.

If REFJA applies to the foreign judgment, the relevant limitation period for the registration of the foreign judgment is 6 years from the date of the Judgment under s 4 (1).

Where the CCAA applies, the foreign judgment remains enforceable only if remains enforceable in its state of origin under s 13 (2) of the CCAA.

11. On what grounds can the enforcement of foreign judgments be challenged in your jurisdiction?

First, if the enforcement of the foreign judgment is pursuant to an action under common law, the most common ground of challenge would be that it is not final and conclusive (see the response to question 4 above).

Second, if the REFJA applies, the registration of the judgment *shall be set aside* under s 5 (1) if the REFJA does not apply or that the judgment has been registered in contravention of ss 3 and 4 REFJA. This would occur, for example if it is not final or conclusive, it has been satisfied, discharged, or could not be enforced in the country of the original court.

Third, where the CCAA applies, the High Court may refuse to recognize or enforce a foreign judgment or set aside an order recognizing the foreign judgment under ss 15 and 16 of that act.

12. Will the courts in your jurisdiction reconsider the merits of the judgment to be enforced?

Where the CCAA applies, s 13 (3) provides that the General Division of the High Court must not review the merits of the foreign judgment, except the extent necessary to apply the CCAA and, unless the foreign judgment is given by default, is bound by any findings of fact of the foreign court.

The Singapore courts will not generally consider the merits of the judgment to be enforced and will enforce a judgment so long as the requirements are met (see eg *Hong Pian Tee v Les Placements Germain Gauthier Inc* [2002] 1 SLR (R) 515 at [12]).

13. Will the courts in your jurisdiction examine whether the foreign court had jurisdiction over the defendant? If so, what criteria will they apply to this?

Under common law, the foreign court must have jurisdiction over the part sought to bound at the time that foreign proceedings were commenced.

Where the REFJA applies, s 5 (a) (ii) provides that the

registration of the judgment shall be set aside if the courts of the country of the original court had no jurisdiction in the circumstances of the case. Section 5 (3) of the REFJA sets out the circumstances in which the courts of the country of the original court shall be deemed to have jurisdiction. These are subject to s 5 (4) of that act.

Under s 3 (1) (b) of the CCAA, an exclusive choice of court agreement is an agreement that, amongst other things, designates for the purpose of deciding any dispute the courts of one contracting state, to the exclusion of the jurisdiction of any other court.

14. Do the courts in your jurisdiction impose any requirements on the way in which the defendant was served with the proceedings? Can foreign judgments in default be enforced?

Under common law, there are no requirements for service and the judgment may generally be enforced subject to the other requirements being met, in particular that the judgment is final and conclusive.

Where the REFJA applies, the s 5 (1) (a) the registration of the judgment may be set aside if the judgment debtor is a defendant in the proceedings in the original court, did not receive notice of the proceedings in time to enable him to defend the proceedings and he did not appear, even if the proceedings were served on him in accordance with the law of the country of the original court.

15. Do the courts in your jurisdiction have a discretion over whether or not to recognise foreign judgments?

Yes. The courts have discretion over whether to enforce a foreign judgment as set out under the response to question 11 above.

16. Are there any types of foreign judgment which cannot be enforced in your jurisdiction? For example can foreign judgments for punitive or multiple damages be enforced?

Under common law, foreign judgments may not be enforced if it is shown that its enforcement would be contrary to public policy or if the proceedings in which the judgment was obtained was opposed to natural justice. There is no case law in Singapore directly on the issue of whether foreign judgments for punitive or multiple damages may be enforced at common law.

Where REFJA applies, under s 4 (4), *"if it appears to the registering court that a money judgment awards damages (including exemplary or punitive damages) that are in excess of compensation for the actual loss or harm suffered by the party awarded the damages, the judgment may only be registered for the amount of the compensation."*

Where the CCAA applies, s 16 (1) provides that *"The General Division of the High Court may refuse to recognise or enforce a foreign judgment, or may set aside an order (made pursuant to an application under section 13(1)) that recognises or enforces a foreign judgment, if, and to the extent that, the foreign judgment awards damages (including exemplary or punitive damages) in excess of compensation for the actual loss or harm suffered by the party awarded the damages"*.

17. Can enforcement procedures be started in your jurisdiction if there is a pending appeal in the foreign jurisdiction?

Under s 6 of the REFJA, the enforcement procedures can be started if there is a pending appeal. However, if on an application to set aside the judgment, the applicant satisfies the court that an appeal is pending or that he is entitled to an appeal, the court may set aside the registration or *"adjourn the application to set aside the registration until after the expiration of such period as appears to the court to be reasonably sufficient to enable the applicant to take the necessary steps to have the appeal disposed of by the competent tribunal"*.

Likewise, under s 15 (2) of the CCAA, the General Division of the High Court may refuse to recognize or enforce a foreign judgment or may set aside an order for recognition or enforcement or postpone the recognition or enforcement if there is a pending appeal or if the time for applying for appeal of the foreign judgment has not expired.

18. Can you appeal a decision recognising or enforcing a foreign judgment in your jurisdiction?

Yes. An appeal from the General Division of the High Court lies to the Appellate Division of the High Court, given that the REFJA and CCAA does not provide that any appeal would lie to the Court of Appeal.

19. Can interest be claimed on the judgment sum in your jurisdiction? If so on what basis and at

what rate?

Where the foreign judgment is registered as a judgment of the Singapore Courts, judgment interest at the rate of 5.33% per annum would apply.

20. Do the courts of your jurisdiction require a foreign judgment to be converted into local currency for the purposes of enforcement?

No. Under the REFJA, a foreign judgement can be enforced as long as it is for a fixed sum of money, regardless of the currency. However, on the present state of the law, this likely does not extend to cryptocurrency.

As for the CCAA, a foreign judgment for foreign currency can be enforced, and this would extend to cryptocurrency.

21. Can the costs of enforcement (e.g. court costs, as well as the parties' costs of instructing lawyers and other professionals) be recovered from the judgment debtor in your jurisdiction?

Yes, the REFJA expressly provides that a judgment registered under the REFJA must be registered for the reasonable costs of and incidental to registration, including the costs of obtaining a certified copy of the judgment from the original court.

The CCAA does not contain a similar provision. However, the Court has the discretion to award costs and the general rule is that a successful applicant in an Originating Application, including an application for enforcement of a foreign judgment, will be awarded costs.

The amount of costs will be based on the Court's guidelines, while disbursements such as filing fees will be usually awarded on an indemnity basis.

22. Are third parties allowed to fund enforcement action in your jurisdiction? If so, are there any restrictions on this and can third party funders be made liable for the costs incurred by the other side?

No.

23. What do you think will be the most significant developments in the enforcement process in your

jurisdiction in the next 5 years?

The REFJA provides a framework for the government to specify, by order, that non-money judgments from specific courts in particular countries may be enforced. It was envisaged that the precise scope of enforceable judgments would be decided and negotiated with each foreign country individually.

Presently, the Singapore government has not made any order for non-money judgments from any country to be registrable and enforceable. However, given the general direction of the government to promote Singapore as an international dispute resolution hub, it is possible that the government may soon designate non-money judgments from some foreign courts registrable and enforceable on the basis of reciprocity.

This will allow non-money judgments to be registered and enforced even without a choice of court agreement.

24. Has your country ratified the Hague Choice of Courts Convention 2005, and if so when did it (or will it) come into force? If not, do you expect it to**in the foreseeable future?**

Yes.

25. Has your country ratified the Hague Judgments Convention 2019, and if so when did it (or will it) come into force? If not, do you expect it to in the foreseeable future?

We believe that Singapore will adopt a wait-and-see approach towards the Hague Judgments Convention 2019. Unlike the Hague Choice of Courts Convention 2005, jurisdiction under the Hague Judgments Convention 2019 is not based solely on the parties' choice of dispute resolution forum. Therefore, there is less incentive for Singapore, which has a larger strategy of promoting itself as an international dispute resolution hub, to ratify the Hague Judgments Convention 2019. Singapore is therefore unlikely to be an early adopter of the Hague Judgments Convention 2019. However, if more countries sign and ratify the convention, this may swing the decision-makers in the Singapore government towards doing the same.

Contributors**Sarbjit Singh Chopra**

Managing Director

ssingh@selvam.com.sg

**Daniel Soo**

Head of the Selvam LLC's Insolvency and Restructuring Practice

dsoo@selvam.com.sg

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