ABSTRACT

Parties who prefer a higher judicial control may want their arbitration agreement under
the rules of the domestic regime. On the other hand, parties who prefer a lower judicial
control may want to subject their arbitration agreement to the rules of the international
regime. The selection of the applicable arbitration regime may be influenced by the
parties’ awareness of the courts’ roles in the dual-track arbitration system of Singapore
as well as the options provided in the IAA where parties have the choice to use the
applicable arbitration regime. In addition, the selection may also be influenced by
parties’ intention to have the courts enforce their arbitral agreement and the courts’
intervening powers to review an arbitral award.

The survey findings showed that none of the contractor firms surveyed has made a
selection of the applicable arbitration regime. The reasons behind their non-selection
may be attributed to the ignorance of the contractors on the selection options provided
by the International Arbitration Act. Also, the findings may have suggested that
contractors did not make the selection because of their preference for higher judicial
control on disputes where parties have agreed to arbitrate. However, this does not
dismiss the possibility that there are contractors who also prefer a lower judicial control
but did not make the selection due to ignorance of the available options. Hence, the
relevant authorities may consider promoting this flexibility that parties have a choice of
selecting either regime in which they want their arbitration agreement to be governed.