新加坡国际商业法庭

Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland and Germany),
Solicitor (England & Wales and Hong Kong)
Of Counsel, KGP Legal LLC
alexander.ressos@kgplegal.com.sg
www.ressos.com.sg

管辖权

新加坡国际商业法庭于2015年设立，作为普通庭的一个分庭，审理国际商事纠纷。如果请求在性质上具有国际性和商业性，且当事人已通过书面协议接受其管辖，或案件由普通庭移交，SICC即具有管辖权。自2022年起，其管辖权扩展至国际破产、重组与解散程序，包括依示范法进行的承认以及具有跨境因素的安排计划。[1]如果当事人的营业地位于不同国家，如果履行地或标的位于新加坡境外，或者当事人约定纠纷具有国际性，该纠纷即属国际纠纷。楚格基金会与新加坡Pte Ltd之间的代币纠纷，依第一项理由即符合条件。

当事人为何选择SICC

SICC的法官团包括来自普通法和大陆法司法管辖区的国际法官，因此案件可能由一个包含受过瑞士或德国法律训练成员的合议庭审理。在“离岸案件”中，即与新加坡没有实质联系的案件中，SICC允许在该法庭注册的外国律师出庭；在任何案件中，外国律师都可就外国法向法庭陈述意见。SICC允许当事人约定以陈词方式确定外国法而无需专家证据，这缩短了涉及瑞士法

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的审判。它允许当事人选择不适用新加坡证据规则，改用约定规则，例如《国际律师协会取证规则》（IBA Rules on the Taking of Evidence）。其判决作为新加坡高等法院的判决可予执行，并依互惠执行法规和《海牙选择法院协议公约》享有同等的效力范围。[2]

SICC审理的科技纠纷日益增多，并已就涉及数字资产的案件发布指引，包括在聆讯中使用技术以及处理账本证据。其上诉结构为：在获准时可向上诉庭上诉，并可通过协议排除或限制上诉，这使当事人对程序时长有确定的预期。

跨境视角

对于瑞士—新加坡合同而言，约定将纠纷提交SICC的条款，相比苏黎世商事法院条款和SIAC条款都具有优势。与苏黎世相比，它提供针对第三方交易所的临时救济、普通法的披露制度，以及瑞士会依《瑞士国际私法》第25条以下予以承认的判决。与仲裁相比，它提供具有判例分量的公开判决、可量身定制的上诉权，以及能够追加第三方的法院。相对于仲裁，其劣势在于在新加坡和海牙公约缔约国以外的可执行性，因此选择取决于交易对手的资产所在地。资产位于瑞士的瑞士交易对手，选用SICC条款十分合适。资产所在国仅加入《纽约公约》的交易对手，则更适合选用SIAC。

注释

1. Supreme Court of Judicature Act 1969，第18A–18M条，以及Singapore International Commercial Court Rules 2021，Singapore Statutes Online。 ↩
2. Singapore International Commercial Court Rules 2021，第1号命令第2条（定义）、第3号命令（离岸案件与外国律师）、第16号命令（外国法），Singapore Statutes Online。 ↩

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Author contact: Dr Alexander Ressos, TEP · contact@ressos.com