2025 Asia-Pacific Arbitration Roundup

2 February 2026

Introduction

The Asia-Pacific region remains at the forefront of international arbitration. Hong Kong and Singapore continue to dominate user preferences as seats of arbitration, coming just behind London in the 2025 Queen Mary International Arbitration Survey. Similarly, the arbitration rules of the Hong Kong International Arbitration Centre ("HKIAC") and Singapore International Arbitration Centre ("SIAC") sit just behind those of the International Chamber of Commerce ("ICC") as the most commonly used arbitral rules.

Against that backdrop, 2025 saw: (i) review of legislation in Singapore and Hong Kong and a new arbitration law in China; (ii) a push for procedural efficiency in the SIAC Rules 2025; and (iii) courts across the region maintaining their pro-arbitration stance. This update highlights the developments likely to be of interest to parties arbitrating in the Asia-Pacific.

Singapore and Hong Kong Review Arbitration Laws

Hot on the heels of the English Arbitration Act 2025, Singapore and Hong Kong both commenced reviews of their arbitration legislation: Singapore's International Arbitration Act 1994 ("IAA") and Hong Kong's Arbitration Ordinance (Cap. 609).

On 21 March 2025, Singapore's Ministry of Law launched a Public Consultation on the IAA. The consultation canvasses views on potentially significant reforms to the IAA, including:

- introducing a right of appeal on questions of law (not currently available under the IAA);

- tightening the regime for setting aside applications, including possible leave to appeal and cost rules; and
- giving tribunals express summary disposal powers.

On 17 September 2025, the Hong Kong government announced its comprehensive review of the Arbitration Ordinance. The Working Group on Arbitration Law Reform of Hong Kong's Department of Justice held its first meeting on 17 November 2025.

These review processes are likely to be keenly watched—the popularity of these arbitral seats mean large numbers of users could be impacted by innovations and changes to the arbitral frameworks.

China's New Arbitration Law

On 12 September 2025, China adopted the first substantive amendments to its Arbitration Law. The amendments come into force on 1 March 2026.

Key changes include:

- broadening the class of arbitrable disputes;
- introducing arbitration institutions in place of arbitration commissions, and reducing their state-linked characteristics; and
- permitting ad hoc arbitration in limited circumstances.

The implementation of the amended law will be followed keenly. Commentators speculate that Chinese authorities or arbitration institutions may publish further guidance, especially in relation to new concepts in the amended law such as the obligation to arbitrate in good faith.

SIAC Rules 2025 Came into Force

The 7th edition of the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules 2025) came into force on 1 January 2025. This was the first major update to the rules since 2016.

A clear theme of the new rules is procedural efficiency. Key changes include:

- an express procedure for the preliminary determination of issues;
- enhancements to the emergency arbitrator regime, including the ability to grant *ex parte* protective preliminary orders;
- a Streamlined Procedure for disputes below SGD 1 million and a higher threshold (SGD 10 million) for disputes to fall within the existing Expedited Procedure; and
- a new "coordinated proceedings" provision for multi-contract and multi-party disputes where the same tribunal is appointed in two or more arbitrations linked by a common question of fact or law.

The 2025 SIAC Rules provide parties and tribunals with more options to tailor and streamline the arbitration process, which should in turn reduce the time and cost spent on the process.

Australia Remains a Hotbed of Investment Treaty Enforcement

Australia continued to be a leading forum for enforcement of investor-state awards, with notable decisions on sovereign immunity and enforcement in 2025. These developments build on the High Court's 2023 decision in *Kingdom of Spain v Infrastructure Services Luxembourg S.a.r.l.* [2023] HCA 11 ("*Infrastructure*"), in which it held that Spain's ratification of the ICSID Convention waived immunity for recognition and enforcement of ICSID awards but preserved immunity from execution of those awards.

In *Republic of India v CCDM Holdings LLC* [2025] FCAFC 2, the Full Court of the Federal Court set aside orders recognising and enforcing an *ad hoc* UNCITRAL investment award against India. These orders had been made under the New York Convention, which India had ratified with a "commercial reservation" —meaning that India was only bound to apply it to commercial disputes. The Court set aside the orders on the basis that the reservation negated any inference that India had waived its immunity from jurisdiction for BIT-based awards. The Court distinguished this case from *Infrastructure* on the basis that this case related to the New York Convention, whereas *Infrastructure* concerned the ICSID Convention, which impliedly waived immunity in relation to recognition and enforcement of ICSID Awards.

By contrast, in *Blasket Renewable Investments LLC v Kingdom of Spain* [2025] FCA 1028, the Federal Court recognised and entered judgment on multiple ICSID awards arising from Spain's renewable energy reforms under the Energy Charter Treaty. Consistent

with *Infrastructure*, the Court treated Spain's ratification of the ICSID Convention as a waiver of immunity from jurisdiction for recognition and enforcement. The Court rejected Spain's immunity objections (including intra-EU arguments) and declined to revisit the validity of the arbitration agreement or the final awards.

Together, these developments show a divergence in Australia's treatment of investor-state awards: New York Convention awards against states that have entered a commercial reservation face a higher immunity hurdle, whereas ICSID awards benefit from the ICSID Convention's largely self-contained recognition and enforcement regime. A significant number of New York Convention parties maintain such "commercial reservations", and parties looking to enforce treaty awards in Australia should consider the relevant award treaty framework.

Five Significant Cases from The Asia-Pacific

Hong Kong

***Hyalroute Communication Group Ltd v ICBC (Asia)* Ltd [2025] HKCFI 2417; [2025] HKCA 936**

In *Hyalroute*, a Cayman-incorporated guarantor sought an injunction in Hong Kong to restrain a bank from presenting a winding-up petition in the Cayman Islands, relying on a HKIAC arbitration clause in the facility agreement to do so.

This presented a novel question for the Court. The Hong Kong courts apply the principle in *Re Guy Lam*: that Hong Kong winding-up proceedings will generally be stayed in favour of arbitration unless doing so would be "abusive".

The Court of Appeal confirmed that the *Re Guy Lam* principle extended to foreign winding-up proceedings. However, it refused the injunction because the guarantor's defence had no real prospect of success, meaning that restraining the winding-up petition would be an abuse of process.

***CCC v AAC* [2025] HKCFI 2987**

The issue in *CCC v AAC* [2025] HKCFI 2987 was whether service of a notice of arbitration via an SMS link gave proper notice of an online arbitration to a respondent.

The dispute in *CCC v AAC* related to loan agreements between a moneylender and its customer. The loan agreements provided for online arbitration administered by the Hong Kong Arbitration Society, which permitted service of the notice of arbitration via SMS. The respondent did not participate in the arbitration, and then sought to resist

enforcement of the arbitral award on the basis that he had not been given proper notice of the arbitration.

The Court found that the respondent actually received the SMS, and that there was proper notice of the proceedings. However, the Court commented that in online arbitrations, tribunals and claimants should consider going beyond minimum procedural requirements to ensure procedural fairness, particularly where a respondent is not participating.

Singapore

DJP v DJO [2025] SGCA(I) 2

Can a tribunal reuse ("copy and paste") reasoning from awards in parallel arbitrations without undermining due process? This was the central issue in *DJP v DJO*—the tribunal's award reproduced at least 212 out of 451 paragraphs from parallel arbitrations, and retained statements and citations from those other arbitrations.

The Singapore Court of Appeal (International Division) upheld the setting aside of the award for breach of natural justice. The Court held that the problem was not copying as such, but that only the presiding arbitrator had access to the materials from the parallel arbitrations. Because these materials appeared to influence the outcome of the arbitration, the tribunal was not "equally placed", and the process was not equal as between the arbitrators. This inequality was grounds to set aside the award. As this inequality affected the whole award, the whole award was to be set aside.

This case is a reminder that incomplete overlaps in the membership of tribunals sitting in parallel arbitrations can give rise to due process concerns and the consequent risk of set aside of awards. Those risks may be avoided by ensuring that the tribunals in those arbitrations are either identical or completely different.

DEM v DEL [2025] 1 SLR 29

In *DEM v DEL*, a respondent elected not to participate in the arbitration, and then applied to set aside the award, arguing (amongst other things) that: (i) it had not been properly notified of the proceedings; and (ii) the tribunal had failed to address an "essential issue" in its award.

The Singapore Court of Appeal dismissed the appeal in full, emphasising that a party cannot sit out an arbitration and then attempt to rerun the dispute through set-aside proceedings. The Court held that:

- non-service of a Notice of Arbitration is not automatically fatal if the evidence shows that the respondent nonetheless had "proper notice" (either actual or deemed) such that it could have presented its case; and

- it is not open to a nonparticipating party, who filed no pleadings and raised no issue in the arbitration, to complain that the tribunal failed to decide a point never properly put in issue.

DEM v DEL shows that the Singapore courts are unlikely to entertain set-aside challenges that flow from a party's deliberate nonparticipation in arbitration proceedings.

Australia

***Clarke Energy v Territory Generation* [2025] QSC 64**

The applicant sought to set aside a partial award relating to two EPC contracts for power projects on grounds of a denial of natural justice and a conflict with Queensland public policy. The application focussed on an alleged failure of the arbitrator to consider a specific contractual obligation to assess an out-of-time extension of time claim.

The Court rejected what it considered was, in substance, a challenge on the merits. In doing so, it reiterated the high bar for such public policy challenges—which would require "*real unfairness or real practical injustice*" to succeed. The Court dismissed the application and ordered indemnity costs.

Applications for setting aside of arbitral awards are subject to a high bar in Australia as well as in other jurisdictions such as Hong Kong and Singapore—parties considering such applications should be aware of the risk of respondents being awarded indemnity costs.

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