IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2025] SGHC 199

Originating Application No 519 of 2025

Between

MSA Global LLC (Oman)

… *Claimant*

And

Engineering Projects (India) Ltd

… *Defendant*

GROUNDS OF DECISION

[Injunction — Anti-suit injunction]

[Arbitration — Arbitration agreement — Effect of jurisdiction agreement]

TABLE OF CONTENTS

INTRODUCTION **1**

BACKGROUND **2**

THE PARTIES 2

THE SINGAPORE CONFIDENTIALITY ORDERS 2

THE SETTING-ASIDE APPLICATION (OA 1185) 3

THE CHALLENGE APPLICATION (OA 317) 4

THE INTERIM ASI 5

THE CHALLENGE DECISION 5

THE DELHI INTERIM ANTI-ARBITRATION INJUNCTION 5

ANALYSIS AND DISPOSITION **5**

THE DISPUTE RESOLUTION CLAUSE 6

THE IAA AND THE MODEL LAW 12

CONTRACTUAL BASIS FOR GRANTING AN ASI 27

NON-CONTRACTUAL BASIS FOR GRANTING AN ASI 28

DELAY AND THE GRANT OF INJUNCTIVE RELIEF 29

CONCLUSION **32**

POSTSCRIPT **33**

Version No 3: 12 Feb 2026 (16:32 hrs)

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MSA Global LLC (Oman)
v
Engineering Projects (India) Ltd

[2025] SGHC 199

General Division of the High Court — Originating Application No 519 of 2025
Andre Maniam J
23 May, 15 August 2025

9 October 2025

Andre Maniam J:

Introduction

1 These are the grounds of my decision on 15 August 2025 to grant a permanent anti-suit injunction ("ASI") against the defendant ("EPIL") in respect of certain proceedings in the Delhi courts (the "Delhi Proceedings"), following an interim ASI which I granted on 23 May 2025.

2 Notwithstanding the interim and permanent ASI, EPIL has continued with the Delhi Proceedings.

Background

The parties

3 The claimant ("MSA") and EPIL were involved in a certain project: EPIL was the contractor, and MSA was its sub-contractor. Two earlier judgments have been issued in Singapore proceedings between them:

(a) *DLS v DLT* [2025] SGHC 61 (the "Setting-Aside Decision") in Originating Application No 1185 of 2024 ("OA 1185" – the "Setting-Aside Application"); and

(b) *DLS v DLT* [2025] SGHC 139 (the "Challenge Decision") in Originating Application No 317 of 2025 ("OA 317" – the "Challenge Application").

The Singapore confidentiality orders

4 Before 15 August 2025, the Singapore proceedings between MSA and EPIL were the subject of confidentiality orders, as they concerned an arbitration between them (the "Arbitration"). MSA was anonymised as "DLT" / "Sub-Contractor"; EPIL was anonymised as "DLS" / "Contractor". The Delhi Proceedings commenced by EPIL were however not subject to confidentiality protections, and on 25 July 2025 an order was made in the Delhi Proceedings (the "Delhi anti-arbitration injunction") that named the parties and provided details of the Arbitration and other proceedings. In the circumstances, the Singapore confidentiality orders were discharged on 15 August 2025.

Version No 3: 12 Feb 2026 (16:32 hrs)

The Setting-Aside Application (OA 1185)

5 The parties were and are engaged in the Arbitration, seated in Singapore and governed by the International Chamber of Commerce Rules of Arbitration in force on 1 January 2021 (the "ICC Rules"), before a three-member tribunal comprising Mr Jonathan Acton Davis, KC; the Honourable Mr Justice (Retd.) Arjan Kumar Sikri; and Mr Andre Yeap Poh Leong, SC.[1]

6 On 19 June 2024, a First Partial Award was issued in favour of MSA against EPIL, to which some corrections were made on 9 October 2024.

7 By the Setting-Aside Application, EPIL applied to the Singapore court to set aside two aspects of the First Partial Award. The application was unsuccessful.

8 In the course of the Setting-Aside Application, by SUM 316 of 2025, EPIL sought permission to introduce, as a new basis for setting-aside, apparent bias on the part of one of the arbitrators, Mr Yeap, SC (the "subject arbitrator").

9 On 27 March 2025, I dismissed SUM 316 on the ground that apparent bias as a new basis for setting-aside could not succeed: it was hopeless, and as such EPIL should not be allowed to introduce it: the Setting-Aside Decision at [107]–[180], [186], [189(b)]. The circumstances of the matter did not support an inference of apparent bias: the Setting-Aside Decision at [118]–[175], and, in any event, the allegation of apparent bias would have failed on the merits: the Setting-Aside Decision at [187], [189(c)].

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[1] Affidavit of Amanvir Singh Atwal dated 27 May 2025, at 835.

Version No 3: 12 Feb 2026 (16:32 hrs)

The Challenge Application (OA 317)

10 The next day, 28 March 2025, EPIL filed the Challenge Application challenging the subject arbitrator on the ground of apparent bias, asking the Singapore court to terminate his mandate. EPIL had in the first instance duly brought a challenge before the ICC Court pursuant to Art 14 of the ICC Rules. The ICC Court dismissed that challenge on the merits on 27 February 2025, finding that the circumstances did not give rise to reasonable doubts as to the subject arbitrator's impartiality or independence: the Setting-Aside Decision at [111]–[117].

11 On 16 May 2025, by SUM 1344 of 2025 ("SUM 1344") EPIL sought permission to discontinue the Challenge Application. I did not allow the discontinuance. The Challenge Application proceeded to a substantive hearing on 7 July 2025 when I dismissed it on the merits: the Challenge Decision.

12 While the Challenge Application was still pending before the Singapore court, on 15 April 2025 EPIL commenced the Delhi Proceedings seeking (among other things) an injunction restraining MSA from proceeding or continuing with the Arbitration with the present quorum/constitution of the Tribunal (namely, with the subject arbitrator on the Tribunal), *ie*, an anti-arbitration injunction.

13 EPIL had sought to discontinue the Challenge Application so that it would not be pursuing the same or similar remedies, on the same or similar grounds, simultaneously in both the Challenge Application in Singapore, and in the Delhi Proceedings: the Challenge Decision at [11], [12], [15(b)].

Version No 3: 12 Feb 2026 (16:32 hrs)

The interim ASI

14 On 23 May 2025, I granted the interim ASI restraining EPIL from maintaining and/or continuing the prosecution of the Delhi Proceedings.

15 Despite the interim ASI, EPIL proceeded with the Delhi Proceedings over several days of hearing from 26 May 2025, following which the Delhi court reserved judgment. There was then a clarificatory hearing on 16 July 2025.

The Challenge Decision

16 On 24 July 2025, I issued my written grounds of decision on the Challenge Application, ie, the Challenge Decision.

The Delhi interim anti-arbitration injunction

17 The next day, 25 July 2025, the Delhi court granted an interim anti-arbitration injunction restraining MSA from proceeding or continuing with the Arbitration. The Delhi Proceedings remain pending as to the grant of a permanent anti-arbitration injunction, and other final relief. MSA has appealed against the Delhi interim anti-arbitration injunction.

Analysis and disposition

18 MSA sought a permanent ASI on both contractual and non-contractual bases; EPIL resisted this.

Version No 3: 12 Feb 2026 (16:32 hrs)

The dispute resolution clause

19 The dispute resolution clause in the contract between the parties provided as follows (Article 19, Schedule 2, Terms and Conditions):[2]

> "ARTICLE 19 - LAW AND ARBITRATION
>
> 19.1 Disputes if any, arising out of or related to or any way connected with this agreement shall be resolved amicably in the First instance or otherwise through arbitration in accordance with Rules of Arbitration of the International Chamber of Commerce. The jurisdiction of the Contract Agreement shall lie with the Courts at New Delhi, India.
>
> 19.2 This Agreement shall be governed by, construed and take effect in all respects according to the Laws and Regulations of the Sultanate of Oman.
>
> 19.3 Any dispute or difference of opinion between the parties hereto arising out of this Agreement or as to its interpretation or construction shall be referred to arbitration. The Arbitration Panel shall consist of three Arbitrators, one Arbitrator to be appointed by each party and the third arbitrator being appointed by the two Arbitrators already appointed, or in event that the two Arbitrators cannot agree upon the third Arbitrator, third Arbitrator shall be appointed by the International Chamber of Commerce. The place of the Arbitration shall be mutually discussed and agreed.
>
> 19.4 The decision of the Arbitration Panel shall be final and binding upon the parties."

20 What is the proper law of the dispute resolution clause? From *BCY v BCZ* [2017] 3 SLR 357 (where the dispute resolution clause was an arbitration agreement) the court should consider the following:

> Stage 1: Whether parties expressly chose the proper law of the arbitration agreement [or dispute resolution clause].
>
> Stage 2: In the absence of an express choice, whether parties made an implied choice of the proper law to govern the arbitration agreement [or dispute resolution clause], with the

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[2] Affidavit of Amanvir Singh Atwal dated 27 May 2025, at 1249.

Version No 3: 12 Feb 2026 (16:32 hrs)

> starting point for determining the implied choice of law being the law of the contract.
>
> Stage 3: If neither an express choice nor an implied choice can be discerned, which is the system of law with which the arbitration agreement [or dispute resolution clause] has its closest and most real connection.
>
> (As summarised in *Anupam Mittal v Westbridge Ventures II Investment Holdings* [2023] 1 SLR 349 ("*Mittal v Westbridge*") at [62].)

21 In the present case, the parties did not expressly choose the proper law of the dispute resolution clause, as was also the case in *Mittal v Westbridge*: see [63]–[66].

22 The parties did, however, choose Omani law as the law of the contract (which contains the dispute resolution clause), and that would make Omani law the proper law of the dispute resolution clause unless there were something in the circumstances that negates that implied choice: *Mittal v Westbridge* at [67]–[74].

23 Neither MSA nor EPIL, however, placed before me anything about the content of Omani law in relation to dispute resolution clauses, or how (if at all) that might be different from Singapore law. If either party wanted to rely on a foreign law that was different from Singapore law, it would have to assert that, and prove the content of the foreign law.

24 With neither party contending that a foreign law was applicable, the Singapore court would simply apply Singapore law: *Ollech David v Horizon Capital Fund* [2024] SGHC(A) 8 ("*Ollech David*") at [54]–[56]. But even if there had been an assertion that some foreign law was applicable, but no proof of the content of that foreign law, the Singapore court could assume that any

Version No 3: 12 Feb 2026 (16:32 hrs)

applicable foreign law was no different than Singapore law: *Ollech David* at [57]–[68].

25 The parties simply made submissions on how the dispute resolution clause should be interpreted. In the circumstances, I approached that question on the basis that Singapore law was the applicable law, or was no different than Omani law in any event. For completeness, neither side contended that Indian law was the governing law of the dispute resolution clause, nor did they offer proof of how (if at all) Indian law might differ from Singapore law in this regard.

26 What then is the effect of the Jurisdiction Agreement in the dispute resolution clause that "The jurisdiction of the Contract Agreement shall lie with the Courts at New Delhi, India."?

27 The Jurisdiction Agreement is contained in Art 19.1 (see [19] above). Art 19.1 starts by referring to an agreement to resolve disputes through ICC arbitration, which is then elaborated upon in Art 19.3 and 19.4 (collectively, the "Arbitration Agreement"); the Jurisdiction Agreement is the last sentence in Art 19.1.

28 EPIL did not contend that the Jurisdiction Agreement displaced the Arbitration Agreement such that disputes should proceed to court litigation instead of ICC arbitration. In the course of the Arbitration, EPIL never objected to the Tribunal's jurisdiction on the basis that the disputes in the Arbitration should have been resolved in court litigation (and, in particular, litigation in the Delhi courts), rather than in arbitration.

29 Nor did EPIL contend that the Jurisdiction Agreement made the Delhi courts the supervisory courts for the arbitration, in place of the Singapore court.

Version No 3: 12 Feb 2026 (16:32 hrs)

The Singapore court is the seat court, and it is the supervisory court for the Arbitration pursuant to the International Arbitration Act 1994 (2020 Rev Ed) ("IAA"), incorporating the UNCITRAL Model Law.

30 EPIL acknowledged the jurisdiction of the Singapore court as the supervisory court, by seeking remedies under the IAA and Model Law from the Singapore court: EPIL filed the Setting-Aside Application, and the Challenge Application.

31 In its submissions, EPIL also expressly recognised that the Singapore Court was the proper forum to seek remedies under the IAA and/or the Model Law: it says that is why it had applied to the Singapore court for setting-aside, and to challenge the subject arbitrator.[3]

32 EPIL nevertheless contended that:

(a) "the Delhi courts retain residual jurisdiction to grant relief to parties to the extent that they are not within the purview of the Tribunal and/or the Singapore courts";[4] and

(b) "the Delhi courts can hear matters and/or grant relief to the extent permissible under applicable Indian law and consistent with the parties' agreement to arbitrate."[5]

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3 EPIL's submissions, [30], [32].

4 EPIL's submissions, [31].

5 EPIL's submissions, [31(b)]

Version No 3: 12 Feb 2026 (16:32 hrs)

33 In *Sul América Cia Nacional de Seguros SA v Enesa Engenharia SA* [2012] 1 Lloyd's Rep 275 ("*Sul América*") the English court considered a contract where Condition 7 contained an exclusive jurisdiction agreement in relation to the Brazilian courts, and a stipulation that the governing law of the contract was Brazilian law, and Condition 12 contained an arbitration agreement providing for arbitration in London ([3] of the judgment).

34 At [49] of the judgment, the court held that "all disputes or differences can be and must be referred to arbitration under the terms of Condition 12", and asked: "what is left of the exclusive jurisdiction of the courts of Brazil under Condition 7?" It answered that as follows:

> The answer is very little in practice… It enables the parties to found jurisdiction in a court in Brazil to declare the arbitrable nature of the dispute, to compel arbitration, to declare the validity of the award, to enforce the award, or to confirm the jurisdiction of the Brazilian courts on the merits in the event that the parties agree to dispense with arbitration.

35 I respectfully agree with the approach taken in *Sul América* in construing an arbitration agreement coupled with a jurisdiction agreement, where the arbitration agreement and jurisdiction agreement may relate to different jurisdictions. The court named in the jurisdiction agreement has very little residual jurisdiction. In particular, if another court is the supervisory court of the arbitration pursuant to the arbitration agreement, the court named in the jurisdiction agreement has no jurisdiction to also act as a supervisory court; nor does the court named in the jurisdiction agreement have jurisdiction to injunct the continuance of an arbitration that has validly been commenced.

36 So it was that the English court decided to continue the interim ASI that the English court had granted, although – during the pendency of that interim

Version No 3: 12 Feb 2026 (16:32 hrs)

ASI – the Brazilian court had granted an anti-arbitration injunction in respect of the London arbitration. The Brazilian court had decided that the defendants were not necessarily bound by the arbitration agreement (see [54]), but the English court decided that the arbitration proceedings did not fall outside the scope of the arbitration clause (see [42]–[46]). At [54], the judge said:

> I cannot see that comity requires this court to refrain from continuing an injunction which was in existence before the Brazilian court made its decision, which must be treated by this court as incorrect as a matter of English law and English conflicts of law principles, if I am right in this judgment.

37 EPIL sought to distinguish *Sul América* on the basis that in *Sul América* the parties had made an express choice of the seat of arbitration, whereas in the present case the parties had agreed to ICC arbitration, but without an express choice of the seat.

38 That is not a basis for construing the dispute resolution clause in the present case to give the Delhi courts a more expansive jurisdiction, than the "very limited" jurisdiction which the English court considered the Brazilian court to have in *Sul América*.

39 In the present case, by agreeing to ICC arbitration without an express choice of the seat, the parties agreed to the application of the ICC Rules, pursuant to which the ICC Court had the power under Art 18(1) of the Rules to fix the seat – and the ICC Court fixed Singapore as the seat. Moreover, the parties signed terms of reference confirming that Singapore was the seat of the arbitration.[6] That was also the situation in *Hilton International Manage*

[6] Affidavit of Gaurav Manchanda dated 13 November 2024 in OA 1185, at 678.

Version No 3: 12 Feb 2026 (16:32 hrs)

(Maldives) Pvt Ltd v Sun Travels & Tours Pvt Ltd [2018] SGHC 56 where the court held at [29] that:

> … Factually, the state of affairs at the time the application for leave to serve OS 845 out of jurisdiction was that ICC Court had decided on Singapore as the seat and the Terms of Reference had been agreed. The parties had thus agreed to Singapore law as the curial law and to submit to the Singapore courts' supervisory jurisdiction over matters arising out of or in relation to the arbitration agreement. The court thus possessed jurisdiction over the matter.

40 Construing the dispute resolution clause as I have (in line with the approach in *Sul América*) is consonant with the Court of Appeal's observation in *Insigma Technology Co Ltd v Alstom Technology* Ltd [2009] 3 SLR(R) 936 at [31] that "where the parties have evinced a clear intention to settle any dispute by arbitration, the court should give effect to such intention … so long as the arbitration can be carried out without prejudice to the rights of either party and so long as giving effect to such intention does not result in an arbitration that is not within the contemplation of either party."

The IAA and the Model Law

41 With Singapore as the seat of the Arbitration, the Arbitration is one to which the IAA applies:

(a) under s 3 of the IAA, the Model Law, with the exception of Chapter VII thereof, has the force of law in Singapore, subject to the IAA;

(b) the Arbitration is an international commercial arbitration to which the Model Law applies: Art 1 of the Model Law, and s 5(2) of the IAA.

Version No 3: 12 Feb 2026 (16:32 hrs)

42 Under s 8 of the IAA, the General Division of the High Court in Singapore is to be taken to have been specified in Art 6 of the Model Law as courts competent to perform the functions referred to in that Article except for Art 11(3) and (4) of the Model Law. Those functions include deciding on a challenge to an arbitrator under Art 13(3) (which EPIL applied for in the Challenge Application) and setting-aside of awards under Art 34(2) (which EPIL applied for in the Setting-Aside Application).

43 Article 5 of the Model Law, on "extent of court intervention" provides that "[i]n matters governed by this Law, no court shall intervene except where so provided in this Law."

44 Art 5 of the Model Law was relied upon by the court in *Mitsui Engineering & Shipbuilding Co Ltd v Easton Graham Rush* [2004] 2 SLR(R) 14 ("*Mitsui*"), where the court held that in view of Art 5, it had no power to grant an interlocutory injunction to stop an arbitration from continuing pending an intended application to challenge the arbitrator and set aside an interim award. The court stated at [23]: "Since the Model Law does not provide for the Interlocutory Injunction in respect of an application under Arts 13 and 24, the court does not have the power to do so."

45 The court in *Mitsui* also relied on the terms of Art 13(3). The whole of Art 13 is set out below:

> *Article 13. Challenge procedure*
>
> (1) The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of paragraph (3) of this Article.
>
> (2) Failing such agreement, a party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the arbitral tribunal or after becoming aware

Version No 3: 12 Feb 2026 (16:32 hrs)

> of any circumstance referred to in Article 12(2), send a written statement of the reasons for the challenge to the arbitral tribunal. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.
>
> (3) If a challenge under any procedure agreed upon by the parties or under the procedure of paragraph (2) of this Article is not successful, the challenging party may request, within thirty days after having received notice of the decision rejecting the challenge, the court or other authority specified in Article 6 to decide on the challenge, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.

46 The court noted that Art 13(3) expressly allows an arbitrator to continue the arbitral proceedings and even make an award pending the outcome of the court's ruling on the challenge, which indicated that it is for the arbitrator, and not the court, to decide whether the arbitral proceedings should be stayed in the meantime: at [24]–[29].

47 In *Mitsui*, the court held that although Singapore was the seat, the Singapore court nevertheless had no power to injunct the continuance of an arbitration pending a challenge under Article 13. This applies all the more so to non-seat courts, who under the Model Law do not perform any of the functions mentioned in Art 6 of the Model Law, including deciding on challenges under Art 13. Moreover, Art 5 states, "*no court* shall intervene", which covers all courts, seat or non-seat.

48 After *Mitsui*, Art 5 was considered by the Court of Appeal in *LW Infrastructure Pte Ltd v Lim Chin San Contractors Pte Ltd* [2013] 1 SLR 125 ("*LW Infrastructure*") at [34]–[39]. The court stated at [35]:

> The effect of Art 5 of the Model Law is to confine the power of the court to intervene in an arbitration to those instances which

Version No 3: 12 Feb 2026 (16:32 hrs)

> are provided for in the Model Law and to "exclude any general or residual powers" arising from sources other than the Model Law…The raison d'être of Art 5 of the Model Law is not to promote hostility towards judicial intervention but to "satisfy the need for certainty as to when court action is permissible".

49 At [39], the court cited *Mitsui* and said, "[i]n short, in situations expressly regulated by the Act, the courts should only intervene where so provided in the Act". (The Act referred to there was the Arbitration Act, s 47 of which the court regarded as comparable with Art 5 of the Model Law.) See also *PT Central Investindo v Franciscus Wongso* [2014] 4 SLR 978 at [123]–[128], citing *LW Infrastructure* at [126]–[127].

50 In similar vein is the Court of Appeal's subsequent decision in *AKN v ALC* [2016] 1 SLR 966 ("*AKN*") at [20]–[21], where the court said at [21]:

> The effect of Art 5, as noted by us in *LW Infrastructure Pte Ltd v Lim Chin San Contractors Pte Ltd* [2013] 1 SLR 125 at [36] … is to "confine the power of the court to intervene in an arbitration to those instances which are provided for in the Model Law and to 'exclude any general or residual powers' arising from sources other than the Model Law" … Article 5 has also been explained as guaranteeing the "reader and user that he will find all instances of possible court intervention in [the Model Law], except for matters not regulated by it" (see UNCITRAL Model Law on International Commercial Arbitration: note by the Secretariat (UN Doc A/CN.9/309), which was issued following the adoption of the Model Law by the UNCITRAL on 21 June 1985, at para 16).

51 EPIL relied on the last sentence in the above quote to contend that, on its terms, Art 5 of the Model Law only limited court intervention "[i]n matters governed by this Law", such that if the Model Law is silent, any court can do anything in relation to an arbitration. Specifically, EPIL contended that the Model Law said nothing about whether non-seat courts like the Delhi courts could injunct the continuance of an arbitration on the basis that the arbitration

Version No 3: 12 Feb 2026 (16:32 hrs)

had become vexatious and oppressive, and so the Delhi courts could do so. I rejected those contentions.

52 First, EPIL relied on the partial quote in [21] of *AKN* from the UNCITRAL Secretariat's note about "matters not regulated by it [the Model Law]". The full note was tendered by MSA at the hearing before me, and paras 15–16 of it read as follows:

> 15. In this spirit, the Model Law envisages court involvement in the following instances. A first group comprises appointment, challenge and termination of the mandate of an arbitrator (articles 11, 13 and 14), jurisdiction of the arbitral tribunal (article 16) and setting aside of the arbitral award (article 34). These instances are listed in article 6 as functions which should be entrusted, for the sake of centralization, specialization and acceleration, to a specially designated court or, as regards articles 11, 13 and 14, possibly to another authority (e.g. arbitral institution, chamber of commerce). A second group comprises court assistance in taking evidence (article 27), recognition of the arbitration agreement, including its compatibility with court-ordered interim measures of protection (articles 8 and 9), and recognition and enforcement of arbitral awards (articles 35 and 36).
>
> 16. Beyond the instances in these two groups [namely, (1) appointment, challenge and termination of the mandate of an arbitrator, jurisdiction, and setting-aside; and (2) court assistance in taking evidence, recognition of the arbitration agreement, and recognition and enforcement of arbitral awards], "no court shall intervene, in matters governed by this Law". This is stated in the innovative article 5, which by itself does not take a stand on what is the appropriate role of the courts but guarantees the reader and user that he will find all instances of possible court intervention in this Law, except for matters not regulated by it (e.g., consolidation of arbitral proceedings, contractual relationship between arbitrators and parties or arbitral institutions, or fixing of costs and fees, including deposits). Especially foreign readers and users, who constitute the majority of potential users and may be viewed as the primary addressees of any special law on international commercial arbitration, will appreciate that they do not have to search outside this Law.

Version No 3: 12 Feb 2026 (16:32 hrs)

53 As stated in para 15 of the Secretariat's note, challenge of an arbitrator is a matter governed by the Model Law, and that moreover is clear from Art 13 itself. Termination of an arbitrator's mandate too is a matter governed by the Model Law, under Art 14 (and Art 15). The note continues with para 16 giving examples of matters not regulated by the Model Law: "consolidation of arbitral proceedings, contractual relationship between arbitrators and parties or arbitral institutions, or fixing of costs and fees, including deposits". Those examples do not assist EPIL: what EPIL asked the Delhi courts to do, and what the Delhi courts did, is quite different from those examples.

54 Second, EPIL's contention that anything not expressly prohibited by the Model Law is permissible (and indeed permissible for any court to do) goes against the plain wording of Art 5 and the Singapore decisions that have interpreted it. The Model Law provides for permissible instances of court intervention: if something is not provided for, it is excluded. That is what "no court shall intervene except where so provided in this Law" means.

55 EPIL sought to distinguish the Delhi Proceedings on the basis that the Delhi courts were asked to stop the Arbitration for having become vexatious and oppressive, rather than on account of a challenge to the subject arbitrator for justifiable doubts as to his impartiality or independence (as provided for in Art 13). This does not avail EPIL.

56 First, the suggested distinction does not matter for the purposes of Art 5 of the Model Law. A non-seat court stopping an arbitration for having become vexatious and oppressive, is not an instance of court intervention provided for in the Model Law, and that is thus excluded.

Version No 3: 12 Feb 2026 (16:32 hrs)

57 Second, the suggested distinction is illusory. EPIL's application to the Delhi courts was premised on its complaint about the subject arbitrator's alleged lack of impartiality and independence, which was the very subject of EPIL's failed challenge to the ICC Court, and the Challenge Application it filed in the Singapore court (which subsequently failed as well). This is evident from the synopsis which EPIL provided to the Delhi courts (emphasis added):[7]

> By way of the present suit, the Plaintiff is constrained to approach this Hon'ble Court to seek urgent declaratory and injunctive relief, being aggrieved by the obdurate insistence of the Defendant to continue with ICC Arbitration No. 27726/HTG/YMK ("the ICC arbitration") *with the present quorum/constitution of the Arbitral Tribunal* ("the Tribunal").
>
> As submitted in the present suit, there exist compelling circumstances militating against the continuance of the ICC arbitration as *the present quorum/constitution of the Tribunal raises serious concerns about the said proceedings being conducted in a transparent, unbiased and impartial manner*. These circumstances include but are not limited to the controversial and exceptional situation which has arisen owing to the Defendant's obdurate intent to continue with the ICC arbitration despite the fact that *the Tribunal has, amongst its members, a co-arbitrator (nominated by the Defendant) whose lack of impartiality and independence is writ large on the record.* The said co-arbitrator, by his own admission, stated that he saw no reason to make necessary disclosures with respect to his previous involvement as a nominated co-arbitrator in an earlier arbitration concerning Mr Atwal (the Chairman of the Defendant) on the basis that "Had I made the disclosure, the possibility of the Respondent seeking to challenge my impartiality could not be discounted". Thus, the said co-arbitrator consciously decided not to disclose his prior appointment both prior to his appointment and during the arbitration proceedings until the Plaintiff raised the issue. In the circumstances, the further continuance of the arbitration proceedings with the present quorum/constitution has evidently been rendered vexatious, oppressive, unconscionable and violative of the public policy of India including fundamental policy of Indian law, morality and justice.

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[7] Affidavit of Amanvir Singh Atwal dated 27 May 2025, at 1929, 1933, 1934.

Version No 3: 12 Feb 2026 (16:32 hrs)

58 That the Delhi Proceedings were premised on EPIL's complaint about the subject arbitrator's lack of independence and impartiality can also be seen from the Delhi court's decision of 25 July 2025 granting an interim anti-arbitration injunction (the "Delhi Decision"), an extract of which follows (emphasis added):

> 97…on 21.05.2025, defendant [MSA] filed a motion before the Singapore High Court in the ICC Court's order challenge proceedings seeking restraint against the plaintiff [EPIL] from maintaining and/or continuing with the captioned suit. On the same day, the defendant wrote to the Tribunal to press for the evidential hearing and moreover, when the plaintiff again requested the Tribunal for deferment of the hearing, thereafter defendant vide email dated 22.05.2025, again pressed for the evidential hearing, citing that this Court has not stayed the same. Consequently, on 22.05.2025, the Tribunal directed that the evidential hearing would commence from 26.05.2025.
>
> 98. Meanwhile, on 23.05.2025, the High Court of Singapore granted an ex-parte interim anti-suit injunction against the plaintiff restraining it from continuing with the captioned suit and also rejected the plaintiff's withdrawal application. On 26.05.2025, the evidentiary hearing continued before the Tribunal and on 27.05.2025 it concluded while closing the evidentiary hearing in the arbitration proceedings.
>
> 99. A bare perusal of the sequence of events that have transpired during the course of the present proceedings unmistakably reveals a concerted and calculated attempt by the defendant to entangle the plaintiff in vexatious, coercive and strategically manipulative litigation. The conduct of the defendant, when examined holistically, demonstrates a clear pattern of abuse of process intended not to resolve disputes in good faith, but rather to subject the plaintiff to procedural hardship and jurisdictional entanglement. Quite apparently, the defendant has been unrelenting in pressing for the continuation of arbitral proceedings before the Tribunal, despite having full knowledge of the *pending challenges both before the High Court of Singapore and before this Court*. Such persistence, in the face of concurrent judicial scrutiny by competent for a, reflects a wilful disregard for judicial comity and procedural fairness.
>
> 100. Simultaneously, *the defendant went further to oppose the plaintiff's application for withdrawal before the High Court of Singapore, thereby obstructing an attempt at disengagement*

Version No 3: 12 Feb 2026 (16:32 hrs)

from the arbitral process. It was coupled with the defendants' own fresh motion seeking an anti-suit injunction, yet another tactical step designed not to resolve the underlying dispute, but to suppress the plaintiff's recourse to legal remedies and to preclude judicial examination of the legitimacy of the arbitral process. The totality of this conduct unequivocally suggests a mala fide and oppressive litigation strategy, one which is intended to exhaust, delay, coerce and manoeuvre the plaintiff by compelling it to defend itself across multiple legal forums simultaneously, irrespective of the merits of the dispute. Alongside, it is intended to prevent the plaintiff from pursuing any legitimate claim before the judicial fora despite the plaintiff having legitimate apprehensions qua the ongoing arbitration proceedings.

101. Such tactics, which are neither fair nor in consonance with the objectives of arbitration or civil litigation, amount to a weaponisation of the judicial process for collateral purposes…This Court, therefore, cannot remain a silent spectator where one litigant has clearly been subjected to undue procedural torment by another under the pretext of arbitration, that too when the arbitration proceeding in question is itself based on the foundation of a grave and incurable error of *non-disclosure giving rise to legitimate doubts in the mind of the plaintiff qua the fairness, impartiality and independence of the entire arbitration proceedings*.

102. In the present case, the only impediment which is highlighted by the defendant is the existence of an arbitration mechanism. The arbitration mechanism is agreed upon between the parties, and, therefore, needs to be respected. However, what is more important is *whether the proceedings of arbitration have turned vexatious and oppressive*, and if the answer to his question is in the affirmative, this Court cannot shy away from its duty to intervene in the exercise of its civil jurisdiction. The non intervention of this Court would not only amount to perpetuating a wrong at the hands of the court would also compel the plaintiff to participate in a dead wood exercise, as no just and sustainable outcome could result from an adjudicatory exercise whose fairness itself is under question.

103. So long as the plaintiff does not desist from participating in the arbitration proceedings as per the arbitration mechanism, subject to the same being in accordance with the fundamental principle of fairness, there is no question of entertaining any grievance pertaining to the arbitration mechanism. However, in cases *where the plaintiff reasonably establishes that the arbitration proceedings are vexatious and*

Version No 3: 12 Feb 2026 (16:32 hrs)

oppressive, the Courts in India are not powerless to interdict such proceedings and to protect the litigant from victimisation.

104. In view of the aforesaid and in the peculiar facts and circumstances of the case, it is crystal clear that the suit for grant of an anti-arbitration injunction is maintainable before this Court as *the arbitration proceedings are prima facie vexatious and oppressive in nature*.

……

114. It has already been established above that the arbitration proceedings in the present case are prima facie vexatious and oppressive in nature. It stands confirmed by the ICC Court decision itself that the ICC Rules mandatorily require full and fair disclosure, to the extent that any doubt was to be resolved in favour of disclosure. The non-compliance on the part of the concerned co-arbitrator is also evident and admitted. In such a scenario, *whether the said non-disclosure is meaningless or otherwise could only be decided once the suit proceeds further*.

…

119. Moreover, *grave and irreparable harm would be caused to the plaintiff if the arbitral proceedings are permitted to continue during the pendency of the present suit*, particularly if the suit is ultimately decreed in favour of the plaintiff. Allowing the arbitration to proceed in parallel would not only render the outcome of this suit otiose but may also create a situation where the arbitral tribunal concludes the proceedings and renders an award before *this Court can adjudicate upon the threshold issue of the arbitrator's impartiality and jurisdiction*. Such a scenario would undermine the very purpose of this suit and result in a multiplicity of proceedings, entailing considerable hardship, especially given the resources and time involved in institutional arbitration. The trajectory of the arbitral process over the past few days itself demonstrates an *undue haste on the part of the Tribunal, owing to the continuous insistence of the defendant*, raising the legitimate apprehension that the arbitration may reach a conclusion before *the legal challenge pending before this Court* is meaningfully adjudicated.

120. The conduct of the defendant across various forums further fortifies the apprehension of mala fixes and tactical manipulation. *The defendant has shown an unusual sense of urgency in seeking relief before the Singapore Court, has vehemently opposed the plaintiff's decision to withdraw its own anti-suit application before that Court [sic – this would be a reference to EPIL seeking to withdraw the Challenge Application],*

Version No 3: 12 Feb 2026 (16:32 hrs)

> *and has simultaneously pressed ahead with the arbitral proceedings in a manner that appears calculated to defeat the jurisdiction of this Court.* The cumulative effect of these actions discloses a strategic attempt to short-circuit the legal process and to pre-empt *the plaintiff's right to have its objections heard in an appropriate forum.*
>
> 121. It is rightly submitted that if the injunction is not granted at this stage, the plaintiff would be placed in an untenable position; firstly, of being compelled to participate in an arbitral proceeding before *a Tribunal whose impartiality is in serious doubt*; and secondly, of *being forced to submit to the jurisdiction of the High Court of Singapore, despite seeking withdrawal of the said proceedings*. Such coercion would not only violate the principle of party autonomy but also severely prejudice the plaintiff's ability to defend its position in a fair and neutral environment…
>
> 122. In view of the foregoing analysis, *this Court has the jurisdiction to entertain this civil suit as the arbitration proceedings are prima facie vexatious and oppressive in nature.* Moreover, since all three pre-conditions, i.e., prima facie case, balance of convenience and irreparable injury, tilt in favour of the plaintiff, therefore, it is a fit case to grant an interim injunction.
>
> 123. Accordingly, the proceedings of the Arbitral Tribunal shall stand stayed till the pendency of the suit and the parties are injuncted from participating in the same.

59 I make the following observations about the Delhi Decision.

60 First, central to the Delhi Proceedings was EPIL's complaint that the subject arbitrator's non-disclosure of the prior arbitration created legitimate doubts as to the fairness, impartiality and independence of the subject arbitrator (at [119] of the Delhi Decision), the Tribunal (at [121]), and the Arbitration (at [101]).

61 Second, EPIL had challenged the subject arbitrator in court, both in Singapore and in Delhi: at [99] of the Delhi Decision, the Delhi court referred to the "pending challenges both before the High Court of Singapore and before

Version No 3: 12 Feb 2026 (16:32 hrs)

this Court"; see also the references to "the legal challenge pending before this Court [ie, the Delhi court] at [119], and to the Delhi court "adjudicat[ing] upon the threshold issue of the arbitrator's impartiality and jurisdiction" at [119].

62 Third, by the Delhi Proceedings EPIL had persuaded the Delhi court that it should rule on the question of the subject arbitrator's impartiality, although it had failed on that before the ICC Court and had a court challenge in that regard pending before the Singapore court. Indeed, EPIL persuaded the Delhi court that it should have been allowed to withdraw the Challenge Application it had filed in the Singapore court (see [100] and [120] of the Delhi Decision) and disengage from the arbitration process, leaving the challenge to the subject arbitrator to be decided solely by the Delhi court. EPIL persuaded the Delhi court that whether the subject arbitrator's non-disclosure was meaningless or otherwise could only be decided in the Delhi Proceedings (at [114]).

63 Fourth, EPIL also complained about MSA pressing on with the Arbitration and the Tribunal acceding to that, and about MSA's conduct in the Singapore court proceedings, but all of that was premised on EPIL having a pending court challenge to the subject arbitrator. In this regard, as noted above, while a court challenge is pending, Art 13(3) of the Model Law expressly permitted the Tribunal (including the subject arbitrator) to continue with the Arbitration, and potentially even to make an award. For MSA to press for the Arbitration to continue, and the Tribunal to accede to that, would not be *prima facie* vexatious and oppressive, for that was expressly permitted by Art 13(3) of the Model Law, but EPIL persuaded the Delhi court to reach the opposite conclusion.

Version No 3: 12 Feb 2026 (16:32 hrs)

64 In the event, through the Delhi Proceedings EPIL obtained an interim anti-arbitration injunction from the Delhi court on 25 July 2025, although:

(a) that goes beyond the residual jurisdiction left to the Delhi court under the dispute resolution clause (see [40]–[50] above);

(b) under the IAA read with Arts 6 and 13 of the Model Law, it is the Singapore court, not the Delhi court, that performs the function of deciding on court challenges to an arbitrator (see [41]–[42] above);

(c) on 7 July 2025 the Singapore court dismissed the Challenge Application and Art 13(3) provides that the Singapore court's decision "shall be subject to no appeal";

(d) Article 13(3) of the Model Law provides that when a court challenge (before the Singapore court) is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award;

(e) a challenge to an arbitrator is a matter governed by the Model Law (by Art 13), Art 5 provides that "In matters governed by this Law, no court shall intervene except where so provided in this Law", and the issuance of an anti-arbitration injunction by a court pending a challenge (or purported challenge) to an arbitrator, is not an instance of court intervention prescribed in the Model Law – it is accordingly excluded: *Mitsui* (see [44] above).

65 The Delhi Proceedings have had the practical effect of stopping the Arbitration from proceeding. The Tribunal had given directions for submissions to be filed by 31 July 2025, but the Tribunal was then informed of the Delhi

Version No 3: 12 Feb 2026 (16:32 hrs)

court's interim anti-arbitration injunction of 25 July 2025, and the filing of submissions did not take place.

66 EPIL cited the cases of *Sabbagh v Khoury* [2020] Bus LR 724 ("*Sabbagh*") and *廈門新景地集團有限公司 v Eton Properties Ltd* [2023] 4 HKC 373 ("*Eton Properties*") to justify the Delhi Proceedings, but those cases go against EPIL rather than help it.

67 In *Sabbagh*, the court recognized at [92]–[100] that if a claim fell within a valid arbitration agreement such that a court would have to stay court proceedings in respect of that claim, the court would either have no power, or should not exercise any power it had, to grant an AAI in respect of a foreign arbitration. The court went on to say at [110] that "[w]here it is clear that the dispute is within the terms of a valid arbitration agreement, then the courts should not interfere." However, where the dispute is *outside* the terms of a valid arbitration agreement, the court may grant an AAI if the circumstances require it.

68 Accordingly, the court discharged the AAI as regards the "shares claim" (which was within the arbitration agreement) but upheld the AAI as regards the "assets claim" (which was outside the arbitration agreement): at [115].

69 Applying that to the present case, it is not asserted by EPIL that the disputes in the Arbitration fell outside the scope of the Arbitration Agreement. It is not in dispute that the Arbitration was validly commenced. EPIL's complaint is about a subsequent event, *ie*, non-disclosure by the subject arbitrator (whom MSA had nominated as a co-arbitrator) of his involvement in a certain prior arbitration. As the Arbitration was validly commenced, on the

Version No 3: 12 Feb 2026 (16:32 hrs)

principle in *Sabbagh* a foreign court should not interfere with it by an AAI. Any interference with the Arbitration should be left to the court supervising the Arbitration, *ie*, the Singapore court.

70 In similar vein is the Hong Kong case of *Eton Properties*, where the court held at [53] that:

> … an antiarbitration injunction should only be granted by the Court in exceptional circumstances, and unless strong reasons are established, parties to an arbitration agreement ought to be kept to their bargain. If the respondent can establish that the claim sought to be submitted falls *within the scope of the arbitration agreement*, then the parties should abide by their agreement, and it would be against the principles and policy of the courts to grant an injunction to restrain the commencement or continuation of the arbitration. [Emphasis added.]

71 At [58], the Hong Kong court granted injunctive relief only in so far as:

> The Plaintiff has clearly shown that *these issues are not covered by, and not within the scope of the arbitration clause of the Agreement*, the Defendants' rights under that clause have not been infringed, and any arbitration of such claims or assertions is in my judgment vexatious, oppressive and an abuse of process, in seeking to attack the judgments of the Hong Kong Courts, and undermine enforcement of the 1st Award in Hong Kong.

72 Relating *Sabbagh* and *Eton Properties* back to the analysis of the Model Law, the Model Law does not seek to govern purported arbitrations which are outside of the scope of a valid arbitration agreement. So, for instance, a court is not required to stay local court proceedings in favour of an invalid purported arbitration. As an invalid purported arbitration is not governed by the Model Law, court intervention to stop such a purported arbitration from proceeding is accordingly not excluded by Art 5.

Version No 3: 12 Feb 2026 (16:32 hrs)

Contractual basis for granting an ASI

73 In *Sun Travels & Tours Pvt Ltd v Hilton International Manage (Maldives) Pvt Ltd* [2019] 1 SLR 732, the Court of Appeal reviewed the principles for the grant of an ASI (at [64]–[68]). The court stated at [67] that "[a]lthough the factors [set out at [66]] are to be considered in the round, a breach of an agreement has been regarded as a separate basis on which an anti-suit injunction may be granted; one that is distinct from vexatious or oppressive conduct". The court continued at [68]:

> In cases involving an arbitration agreement or an exclusive jurisdiction clause, it would suffice to show that there was a breach of such an agreement, and anti-suit relief would ordinarily be granted unless there are strong reasons not to: *Donohue v Armco Inc* [2002] 1 All ER 749 ("*Donohue*"), per Lord Bingham at [24]; *Morgan Stanley Asia (Singapore) Pte v Hong Leong Finance Ltd* [2013] 3 SLR 409 ("*Morgan Stanley*") at [29]. There will be no need to adduce additional evidence of unconscionable conduct in such cases. Crucially, however, this approach is subject to an important caveat: there is no requirement for the court to feel any diffidence in granting an anti-suit injunction, "provided that it is sought promptly and before the foreign proceedings are too far advanced" [emphasis added]: *Aggeliki Charis Compania Maritima SA v Pagnan SpA* [1995] 1 Lloyd's Rep 87 ("*The Angelic Grace*") at 96… [Emphasis added]

74 Here, MSA contended that EPIL had commenced and continued the Delhi Proceedings were in breach of the dispute resolution clause, in particular the Arbitration Agreement. That is the contractual basis for granting an ASI: *Cooperativa Muratori and Cementisti – CMC di Ravenna, Italy v Department of Water Supply & Sewerage Management, Kathmandu* [2025] SGHC(I) 16 ("*CMC di Ravenna*") at [21].

75 For the reasons set out above, EPIL had commenced and continued the Delhi Proceedings in breach of its agreement with MSA as to how disputes

Version No 3: 12 Feb 2026 (16:32 hrs)

between them were to be resolved. The contractual basis for granting an ASI was thus satisfied, subject to the issue of delay raised by EPIL (which I consider below at [83]–[89]).

Non-contractual basis for granting an ASI

76 The non-contractual basis for granting an ASI is satisfied if the foreign proceedings to be injuncted "(i) unduly interfere with the process, jurisdiction or judgments of the forum court; or (ii) amount to vexatious or oppressive conduct." (see *CMC di Ravenna* at [21]).

77 In the present case, by the time EPIL commenced the Delhi Proceedings (on 15 April 2025):

(a) on 27 March 2025 the Singapore court had dismissed SUM 316 in OA 1185 (the Setting-Aside Application), rejecting EPIL's attempt to introduce apparent bias as an additional ground on which to set aside the First Partial Award, and dismissed the Setting-Aside Application as a whole;

(b) on 28 March 2025, EPIL had filed the Challenge Application seeking to challenge the subject arbitrator on the same ground of apparent bias, and the Challenge Application was pending.

78 It was an abuse of process for EPIL to have commenced the Delhi Proceedings: they were a collateral attack on the Singapore court's decisions in SUM 316 and OA 1185, in that EPIL was raising the same issue of apparent bias before the Delhi courts, which the Singapore court had rejected. The Delhi Proceedings were also an attempt to get another court to decide on a challenge to the subject arbitrator (on the same ground of apparent bias), when under Art

Version No 3: 12 Feb 2026 (16:32 hrs)

13 of the Model Law (which applies to the Singapore-seated Arbitration) that function is performed by the Singapore court and "[i]n matters governed by this Law, no court shall intervene except where so provided in this Law" (Art 5)".

79 EPIL compounded its abuse of process after the interim ASI was granted on 23 May 2025, restraining EPIL from continuing with the Delhi Proceedings: EPIL continued with the Delhi Proceedings anyway.

80 EPIL further compounded its abuse of process after the Singapore court dismissed EPIL's Challenge Application on the merits on 7 July 2025: despite that, and despite the interim ASI still being in place, EPIL continued with the Delhi Proceedings through a clarificatory hearing on 16 July 2025, until it obtained the interim anti-arbitration injunction from the Delhi court on 25 July 2025.

81 By the Challenge Decision, the Singapore court had rejected EPIL's challenge to the subject arbitrator on the ground of apparent bias, after the ICC Court had rejected the same. EPIL, however, sought to persuade (and did persuade) the Delhi court to reach the opposite conclusion – at least on an interim basis.

82 The Delhi Proceedings were a collateral attack by EPIL on decisions of the Singapore court, and amounted to vexatious or oppressive conduct. The non-contractual basis for granting an anti-suit injunction was thus satisfied.

Delay and the grant of injunctive relief

83 As the Court of Appeal recognised in *Sun Travels* at [68], the grant of an ASI (or an anti-enforcement injunction) may be refused if the injunction has

Version No 3: 12 Feb 2026 (16:32 hrs)

not been "sought promptly and before the foreign proceedings are too far advanced".

84 In the present case, EPIL points out that it had commenced the Delhi Proceedings on 15 April 2025, but MSA only applied to the Singapore court for an anti-suit injunction some five weeks later, on 22 May 2025, and in the meantime MSA had participated in hearings in the Delhi Proceedings.

85 However, those hearings were only on procedural matters. The hearing on the merits of the Delhi Proceedings only started on 26 May 2025, by which time the Singapore court had already granted an interim ASI on 23 May 2025. The Delhi Proceedings were not too far advanced by 23 May 2025, when the interim ASI was granted, such that the Singapore court should have refused injunctive relief.

86 I also accept MSA's explanation that it should not be faulted for waiting (for a short while) to see how EPIL proposed to resolve the duplicity of proceedings (between the pending Challenge Application, and the Delhi Proceedings), which the Delhi court had queried on 6 May 2025. Following that, on 16 May 2025 EPIL filed SUM 1344 seeking to discontinue the Challenge Application – and if that had been allowed, the only court proceedings concerning a challenge to the subject arbitrator would be the Delhi Proceedings. After EPIL applied to discontinue the Challenge Application on 16 May 2025, MSA acted promptly by seeking an interim ASI on 22 May 2025, which application was heard and granted the next day, 23 May 2025.

87 EPIL further contended that with the Delhi court's grant of an interim anti-arbitration injunction on 25 July 2025, there was then a substantive decision

Version No 3: 12 Feb 2026 (16:32 hrs)

in the Delhi Proceedings, such that it was too late thereafter for the Singapore court to grant a permanent ASI, and the consequences of breach of the interim ASI were only a matter for contempt proceedings.

88 I rejected that altogether. EPIL cannot take advantage of its own wrong. It is perverse to say that a party against whom an interim injunction has been granted, can defeat the grant of a final injunction by acting in breach of the interim injunction – but that is precisely what EPIL's contention is.

89 The same situation was encountered in *CMC di Ravenna*: the party against whom an interim ASI had been made, had acted in breach of it. Far from it deterring the court from granting a final ASI, the court considered that the breach of the interim ASI gave rise to "strong reasons *in favour* of an anti-suit injunction being granted".

90 A similar conclusion was reached in *Pertamina International Marketing & Distribution Pte Ltd v P-H-O-E-N-I-X Petroleum Philippines, Inc* at [2024] 6 SLR 105 where the court said at [71]:

> the continued pursuit of the proceedings in the Philippines by Phoenix is, as I have a held, a breach of the order I made on 18 January 2024 *ie*, SIC/ORC 5/2024 and a contempt of this court. As such, it does not seem to me that Phoenix can properly pray in aid the fact that the proceedings in the Philippines have progressed since 18 January 2024 in support of its case that such progress is a relevant factor to be taken into account in its favour.

91 That too was the outcome in *Gonzalo Gil White v Oro Negro Drilling Pte Ltd* [2024] 1 SLR 307, where the Court of Appeal stated at [79] that

> it would be against public policy to recognise or enforce a foreign judgment on the application of a party, who having notice of an anti-suit injunction from the court of the forum,

Version No 3: 12 Feb 2026 (16:32 hrs)

> proceeds to carry on with the foreign proceedings and subsequently procures the judgment from the foreign court.

92 The court continued at [80]:

> the appellant sought to invoke considerations of comity by relying on a foreign judgment which *post-dated*, and were in breach of, our earlier decision in *Oro Negro (CA)* ([6] *supra*) that restored the Interim Injunctions. …There was no doubt that the Mexican decisions have been procured in breach of the Interim Injunctions which this court had previously restored in *Oro Negro (CA)*. … we saw no good reason why the permanent injunction should not be granted given the continuing breach. To deny the respondents permanent injunctive relief would indeed have been tantamount to not giving effect to the previously ordered Interim Injunctions. …judicial comity could not be applied at the expense of the court's role to protect its jurisdiction and orders.

93 See also *Sul América* at [54], cited at [36] above.

Conclusion

94 For the above reasons, I granted a final ASI against EPIL.

95 MSA sought costs on an indemnity basis, but I decided to award costs on the standard basis. I ordered EPIL to pay MSA costs as follows (as sought by MSA):

(a) $15,000 for the interim injunction;

(b) $20,000 for the final injunction; and

(c) $11,397.20 in disbursements.

96 EPIL did not dispute the quantum of those costs, save that it suggested that costs of the interim injunction be fixed at $12,000 instead of $15,000.

Version No 3: 12 Feb 2026 (16:32 hrs)

Postscript

97 After I had granted the final ASI, I was informed of further proceedings in the Delhi courts. On 18 September 2025, EPIL obtained an *ex parte* interim injunction restraining MSA from maintaining or continuing or appearing or participating in the committal/contempt proceedings which MSA had instituted in Singapore, in relation to breach of the Singapore interim ASI. That Delhi injunction has a return date of 13 October 2025.

98 In the circumstances, the contempt application did not proceed as scheduled on 1 October 2025 – it was instead adjourned with liberty to restore.

99 There continues to be tension between the court proceedings in Singapore and those in Delhi.

Andre Maniam
Judge of the High Court

Chou Sean Yu, Oh Sheng Loong (Hu ShengLong), Wong Zheng Hui Daryl and Neela Alagusundaram (WongPartnership LLP) for the claimant;
Mahesh Rai, Samuel Soo and Jolene Aberlarde (Drew & Napier LLC) for the defendant.

Version No 3: 12 Feb 2026 (16:32 hrs)