

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

[2025] SGHC 147

In the matter of Originating Claim 169 of 2025
(Registrar's Appeal No 123 of 2025)

Between

Protrade Steel Company Ltd

... Claimant

And

Aussins Overseas Pte Ltd

... Respondent

JUDGMENT

[Conflict of Laws — Jurisdiction — *Forum non conveniens*]

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Protrade Steel Co Ltd
v
Aussins Overseas Pte Ltd

[2025] SGHC 147

General Division of the High Court — Originating Claim 169 of 2025
(Registrar's Appeal No 123 of 2025)
Choo Han Teck J
29 July 2025

31 July 2025

Judgment reserved.

Choo Han Teck J:

1 This appeal is against the Assistant Registrar's ("AR") decision dismissing Aussins Overseas Pte Ltd's (the "Appellant") application for a stay of proceedings in HC/OC 169/2025 (the "Suit"), on grounds of *forum non conveniens*. The Appellant is the defendant in the Suit. Protrade Steel Company Ltd (the "Respondent") is the claimant in the Suit.

2 The Appellant is a Singapore registered company and the Respondent is a United States of America ("USA") registered company. They are both trading companies. By a written contract dated 22 March 2024, the Respondent agreed to sell and the Appellant agreed to buy certain metals. The Respondent claims that it had discharged its obligations under the contract but the Appellant had not, and was thus in breach. The Respondent sent letters of demand for payment to the Appellant, but the Appellant did not comply with the demands. Thus, the

Respondent brought the Suit in Singapore to recover the purported debt. The veracity of the claim is the subject matter for the Suit and will be dealt with by parties at the trial.

3 But preliminarily, the Appellant is claiming that the Suit should be stayed as the action ought to have been commenced in the courts in Ohio, USA. The Appellant raise several arguments to substantiate their point, with the focus being largely on clause 18 of the Respondent's Terms and Conditions of Sale. For clarity, it is reproduced here:

18. Governing Law; Jurisdiction. *This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the conflict of law rules thereof. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this contract. All parties hereby submit and consent to the venue and the jurisdiction of the Courts of the State of Ohio. Under no circumstances shall ProTrade be subjected to the jurisdiction of foreign courts without its prior written consent.*

[emphasis added]

4 First, counsel for the Appellant stated at the hearing that the last sentence of clause 18 bars the Respondent from bringing a claim in Singapore. Counsel for the Appellant submitted that the Respondent did not seek its own prior written consent before initiating proceedings in Singapore, and thus, it is barred from doing so. Incredulous, I asked if counsel was saying that the Respondent had to ask itself for consent to sue the Appellant in Singapore. Counsel confirmed that it was indeed her point. I thus find myself having to hold what really ought to go without saying – that her argument is irrational. It is a general principle of law that a person can renounce a right introduced for his benefit (*Re Rasmachayana Sulistyo* [2005] 1 SLR(R) at [23]). The last line of clause 18 confers upon the Respondent an exclusive right to consent or reject any dispute being brought into the jurisdiction of foreign courts. Thus, being a right

conferred solely unto the Respondent, it is also a right that the Respondent can renounce on its own volition. Accordingly, the argument that the Respondent is barred from bringing the claim because it did not obtain its own written consent is unmeritorious.

5 Second, counsel for the Appellant stated that the governing law is the law of Ohio, and this should weigh heavily in the *Spiliada Maritime Corporation v Cansulex Ltd* [1987] AC 460 (“*Spiliada*”) test. However, without more, that factor is insufficient to show *forum non conveniens*. There is no suggestion by either party that the Ohio courts and the Singapore courts would apply different principles as to materially affect the outcome of this dispute, particularly since both Singapore and Ohio operate under the common law system. This was found by the Court of Appeal in *Lakshmi Anil Salgaocar v Jhaveri Darsan Jitendra* [2019] 2 SLR 372 (“*Lakshmi*”) at [55] to be a factor limiting the relevance of the governing law in the *Spiliada* test. The court in *Lakshmi* also held that within the common law system, there is usually little difficulty in one forum applying the law of another. Therefore, the simple fact that the governing law is the law of Ohio, is in and of itself insufficient to support a finding of *forum non conveniens*.

6 Furthermore, counsel for the Appellant and the Respondent both agreed that the Terms and Conditions of Sale is a standard form contract. Clause 18 is a standard term within that standard form contract. The Court of Appeal in *Shanghai Turbo Enterprises Ltd v Liu Ming* [2019] 1 SLR 779 at [88(b)] held that the weight to be given to a non-exclusive jurisdiction clause as a connecting factor under the *Spiliada* test depends on the circumstances of the case. If the clause formed part of a closely negotiated contract, it might be more persuasive. But if it was a term in a standard-form contract the non-exclusive jurisdiction clause would carry less weight. Here, the clause falls within the latter, where it

is a term in a standard-form contract. It is even more obvious when the facts suggest that the Appellant did not even retain a copy of the agreement, and had to ask the Respondent for a copy prior to the commencement of the application. This suggests that the weight given to clause 18 should be low

7 I find that reliance on clause 18 does not support the Appellant's case for a stay to be granted. I find that the Appellant has failed to discharge its burden of proving that Singapore is *forum non conveniens* or provide any other reason to justify a stay of the Suit. The learned AR was correct. I therefore dismiss HC/RA 123/2025.

8 Costs to be reserved to the trial judge.

- Sgd -
Choo Han Teck
Judge of the High Court

Desmond Ong Tai Tiong and Ong Siew Choo (Solitaire LLP) for the
defendant/appellant;
Venetia Tan Wei Ser (CNPLaw LLP) for the claimant/respondent.
