

**IN THE SINGAPORE INTERNATIONAL COMMERCIAL COURT
OF THE REPUBLIC OF SINGAPORE**

[2026] SGHC(I) 12

Originating Application No 18 of 2026 (Summons No 1193 of 2026)

Between

DWJ

... Claimant

And

DWK

... Defendant

JUDGMENT

[Arbitration — Award — Recourse against award — Setting aside]
[Civil Procedure — Costs — Security]

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**DWJ
v
DWK**

[2026] SGHC(I) 12

Singapore International Commercial Court — Originating Application No 18
of 2026 (Summons No 1193 of 2026)
Sir Nigel Teare IJ
9 July 2026

30 July 2026

Judgment reserved.

Sir Nigel Teare IJ:

Introduction

1 SIC/OA 18/2026 (“OA 18”) is an application by the Claimant to set aside an arbitration award dated 16 December 2025 (“Award”). HC/SUM 1193/2026 (“SUM 1193”) was an application by the Defendant for an order that the Claimant provide security for the Defendant’s costs of defending OA 18. In *DWJ v DWK* [2026] SGHC(I) 10, I allowed SUM 1193 and ordered that the Claimant in OA 18 furnish security for the Defendant’s costs in the amount of \$100,000. I now deal with the costs of SUM 1193.

Costs of SUM 1193

2 When SUM 1193 was issued, the claim to set aside the Award was in the General Division of the High Court (“GDHC”). On 24 April 2026, the claim

was transferred to this court. When the claim was transferred the court ordered as follows:¹

Order 22 of the SICC Rules is to apply to the assessment of costs that are incurred in respect of all proceedings in and arising from [the present matter] on and after its transfer to the Singapore International Commercial Court.

3 In deciding SUM 1193, I found substantially in the Defendant’s favour. However, I ordered that security of \$100,000 should be furnished, and not the \$120,000 sought by the Defendant.

4 Following my decision to order security for costs, the Defendant seeks the sum of \$43,775.75 in respect of the costs of its successful application. This sum includes \$2,840.75 in disbursements. The Claimant says that costs of no more than \$3,000 should be ordered, and this submission is by reference to Appendix G of the Supreme Court Practice Directions 2021 (“Appendix G”).² There does not appear to be any dispute that the Defendant, having succeeded in its application, is entitled to the costs of the application.

5 Some work on the application was done before the transfer and some work was done after the transfer. There is no dispute that the costs of the work done before the transfer should be assessed by reference to Appendix G. After transfer, costs are to be assessed on the more generous basis permitted in this court. The basis of that assessment has been explained in *Senda International Capital Ltd v Kiri Industries Ltd* [2023] 1 SLR 96 (“*Senda*”) at [51]–[57]. I therefore consider in turn the costs incurred prior to the transfer from the GDHC, and those incurred after the transfer.

¹ Correspondence from Court dated 24 April 2026.

² Claimant’s Costs Submissions (“CCS”) at para 1.

Costs incurred before the transfer to the SICC

6 The transfer took place on 24 April 2026. Before that date the Defendant requested security for costs in correspondence, prepared and filed the application for security for costs, and prepared and filed an affidavit.

7 The Defendant has claimed costs fixed at \$7,000 for the period up to 24 April 2026 on the grounds that that is well within the range of costs fixed in Appendix G, which specifies an indicative range of \$2,000–\$10,000 for an application for security for costs. The Claimant has not proposed any other figure for this period, but must have a much lower figure in mind since it has suggested that no more than \$3,000 should be awarded in respect of the Defendant’s costs both before and after 24 April 2026.

8 I have not been provided with details of the hours spent on issuing the application and preparing the affidavit. I do not doubt however that costs were actually incurred in that regard. I note that the affidavit in question ran to 18 pages and covered the following points:

- (a) the fact that the Claimant is ordinarily resident out of the jurisdiction;
- (b) the fact that the Claimant has no assets within the jurisdiction;
- (c) that the Defendant has good prospects of its defence succeeding;
and
- (d) that the Claimant has a history of delay and non-compliance.

9 Given that the affidavit reasonably covered the prospects of the Defendant succeeding in OA 18, I am persuaded that the figure of \$7,000, being in the upper half of the indicative bracket, is reasonable.

Costs incurred after the transfer to the SICC

10 The Defendant has claimed the sum of \$33,935 in respect of these costs and has provided a detailed schedule showing the rates charged and the time incurred. I infer that these were the costs actually incurred by the Defendant. The work done after 24 April 2026 was essentially (i) preparation of the Defendant's written submissions, having considered the evidence which had been submitted by the Claimant, and (ii) the hearing of SUM 1193.

11 As stated above, the Claimant has submitted that costs of \$3,000 for all work done is appropriate.

12 The submission of counsel for the Defendant is that:³

Under Order 22 Rule 3(1) of SICC Rules 2021, a successful party is entitled to costs, with the quantum of costs fixed to reflect the costs **actually** incurred by that party, subject only to the principles of proportionality and reasonableness.

To assess if the costs claimed are reasonable, the Court will consider both the quantum of costs claimed, and whether the costs were reasonably incurred. The Court must consider whether the costs **actually incurred** are reasonable, and not whether these costs are reasonable for this generic **type** of cases. The Court may consider the factors set out at Order 22 Rule 3 of the SICC Rules 2021 in assessing if the costs are reasonable.

(Emphasis original)

13 The submission of counsel for the Claimant is that:⁴

³ Defendant's Costs Submissions ("DCS") at para 3–4.

⁴ CCS at para 5.

In the event the Defendant seeks indemnity costs, the Claimant submits that *Senda International Capital Ltd v Kiri Industries Ltd* [2023] 1 SLR 96 at [51]-[57] does not expressly state that the SICC provides for costs on an indemnity basis. It provides for ‘reasonable costs’. It was held at [52]:

The commercial consideration underlying the SICC, however, was not a reason for the successful party to recover whatever costs it had incurred. Even in the SICC where access to justice concerns were not the primary consideration, there remained an overarching interest in directing litigants to pursue their proceedings in a reasonable and sensible manner. The successful party was only entitled to recover ‘**reasonable costs**’ from the unsuccessful party, **and not whatever costs it had incurred.**

(emphasis original to the Claimant’s submissions)

14 I am not sure that there is any real difference between the two submissions. The Defendant accepts that costs can only be recovered if they are reasonably incurred. The Claimant submits that the costs must be reasonable if they are to be recoverable but it would be surprising if the Claimant does not also accept that the starting point of the enquiry is to consider the costs actually incurred. Thus in *Senda* at [52] the court stated:

The determination of the level of recoverable costs in each case therefore involves, as a starting point, a *subjective* inquiry into just what costs were in fact incurred by the successful party in the particular case.

15 It is in that sense that the court refers to the “indemnity principle”: *Senda* at [44]–[46] and [52].

16 This approach is reflected in Order 22 rule 3(1) of the Singapore International Commercial Court Rules 2021 which provides:

... a successful party is entitled to costs and the quantum of any costs award will generally reflect **the costs incurred** by the party entitled to costs, subject to the **principles of proportionality and reasonableness.**

(emphasis added)

17 While costs must indeed be “reasonable”, what this means in this court is different from what it means in the GDHC, for the reasons explained in *Senda*.

18 I nonetheless consider the Claimant’s submissions. The Claimant has submitted, in support of its case that \$3,000 would be a reasonable figure in respect of the costs incurred before and after transfer, that a significant amount of work was not required after transfer and that the written submissions mirrored the content of the affidavit which had been filed.⁵ I consider that this underplays the importance of written submissions. Unlike the affidavit, the written submissions must deal not only with fact but also with the law. It is important that written submissions be clear and reasonably full because, if they have those qualities, they enable the oral hearing to be shorter than it would otherwise be. That was so in this case where the hearing lasted about an hour. Had not the Defendant’s written submissions set out their case with clarity, it would have lasted longer and would have incurred more costs.

19 The Claimant has submitted that no Senior Counsel or King’s Counsel were engaged.⁶ But that does not mean that costs should be as low as the Claimant submits. Subject to what I say below, the Defendant has engaged experienced commercial solicitors whose rates are not in themselves unreasonable.

20 I also consider that the Claimant’s suggested figure of \$3,000 lacks realism. The Claimant has not said what its own costs were.

21 Turning to the schedule of costs provided by the Defendant, three lawyers were deployed for this matter, referred to as a “Director”, “Functional

⁵ CCS at para 3.

⁶ CCS at para 4.

Director”, and “Associate”. It is to be noted that most of the hours charged in respect of preparing the written submissions were incurred by the Functional Director and Associate instead of the Director. That was sensible and reasonable.

22 With regard to the preparation for the hearing (which was categorised separately from the drafting of the Defendant’s submissions) the Director incurred less than three hours which cannot be said to be unreasonable. However, the Functional Director incurred nine hours which is not easy to understand. I consider that a smaller number of hours would be reasonable for the Functional Director in this regard.

23 So far as the drafting of the costs submissions is concerned I think that a little less than has been claimed would be reasonable. The substantive part of the Defendant’s costs submissions were four pages long. The Associate incurred six hours for drafting these submissions, and the Functional Director incurred almost two-and-a-half hours. In my view, this is unreasonable and requires a downward moderation.

24 So far as proportionality is concerned the quantum of the total sum claimed is over a third of the sum in respect of which security was sought. Proportionality is a matter of judgment. My view is that the total sum claimed is close to the borderline of what may be judged to be disproportionate, and I consider that the costs recoverable by the Defendant should be moderated down somewhat.

25 The Defendant has criticised certain aspects of the Claimant’s conduct. Whilst it is surprising that the Claimant did not accept the offer that security in

the sum of \$30,000 be provided,⁷ I am not persuaded that these matters materially affect my conclusion as to the level of costs which are reasonable in this case.

26 Taking the above considerations into account, I consider that the costs recoverable by the Defendant amount to:

- (a) \$7,000 in respect of costs incurred before transfer;
- (b) \$28,000 in respect of costs incurred after transfer; and
- (c) \$2,840.75 in respect of disbursements.

27 Thus total costs will be awarded in the sum of \$37,840.75. For the avoidance of doubt, the sum of \$37,840.75 is inclusive of the Defendant's disbursements.

Sir Nigel Teare
International Judge

Tien De Ming, Grismond (Infinitus Law Corporation) for the
claimant;
Mahesh Rai s/o Vedprakash Rai, Yong Wei Jun Jonathan,
and Lai Yi Qian (Drew & Napier LLC) for the defendant.

⁷ DCS at para 15.