

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

[2026] SGHC(I) 17

Originating Application No 18 of 2025

Between

South Pacific Oil Limited

... Claimant

And

Pacific Islands Energy Private
Limited

... Defendant

JUDGMENT

[Civil Procedure — Costs]

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South Pacific Oil Ltd
v
Pacific Islands Energy Pte Ltd

[2026] SGHC(I) 17

Singapore International Commercial Court — Originating Application No 18 of 2025

Thomas Bathurst IJ
23 July 2026

9 September 2026

Judgment without an oral hearing.

Thomas Bathurst IJ:

Introduction

1 In a judgment dated 26 June 2026 (see *South Pacific Oil Ltd v Pacific Islands Energy Pte Ltd* [2026] SGHC(I) 7) (the “substantive judgment”), I dismissed the Claimant’s application to set aside an award made in favour of the Defendant in SIAC Arbitration No. 108 of 2023. I ordered the Claimant pay the Defendant’s costs to be agreed or assessed.

2 The parties were unable to agree on the amount of costs payable pursuant to the order, the Defendant claiming the sum of S\$92,650 in respect of the costs of the Singaporean counsel retained by it and US\$122,354 in respect of the costs of the foreign counsel which it retained. It also claimed disbursements in the sum of S\$8,378.14. The latter amount is not in dispute.

3 This is my judgment on the quantum of costs payable. It should be read with the substantive judgment.

The relevant principles

4 The principles governing the assessment of costs in the SICC are not in dispute between the parties and may be stated shortly. Order 22 Rule 3(1) of the Singapore International Commercial Court Rules 2021 (the “SICC Rules”) provides as follows:

Without affecting the scope of the Court’s discretion in Rule 2(1), and subject to any provisions to the contrary in these Rules, 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.

5 In *Senda International Capital Ltd v Kiri Industries Ltd* [2023] 1 SLR 96, the Court of Appeal pointed out at [54] that such an assessment of costs involves consideration of whether the costs had been reasonably incurred and were reasonable in amount. The Court of Appeal stated at [70] that the factors that a court should consider in the exercise of its discretion in awarding costs include the complexity of the issues in the substantive proceedings, the amount of costs claimed by the successful party and the nature and extent of differences in the respective positions on costs taken by the parties.

Consideration

6 In [9] of the substantive judgment, I set out the issues to be determined in the proceedings. Essentially, they involved consideration of whether the arbitrator dealt with the Claimant’s argument on the question of penalty in his partial award and whether the Claimant was entitled to raise that issue for consideration in the Final Award, and the implications thereof on the Final

Award. These matters did not involve complex factual issues or, for that matter, questions of foreign law. Further, the hearing of the matter was concluded within one day.

7 The question of whether the costs claimed by the Defendant were reasonable and proportionate must be considered in that context.

8 I am of the view that the costs claimed in respect of the work done by Singapore counsel, namely, S\$92,650, is reasonable and proportionate. However, I have considerable difficulty in seeing how the additional costs of US\$122,354 claimed for work done by foreign counsel can be said to be reasonable and proportionate. The bulk of the work claimed in respect of foreign counsel's fees involved 176.2 hours of work on the matter, 61.9 of those hours being charged out at the rate of US\$695 per hour and the balance of 114.3 hours charged out at the rate of US\$590 per hour. It is my view that having regard to the issues involved and taking into account the work done by Singapore counsel, the amount claimed by foreign counsel could not be said to be reasonably incurred or reasonable in amount.

9 That is not to say that it was inappropriate to engage foreign counsel in the proceedings. However, in circumstances where there were no factual issues involved and the matter was entirely governed by Singapore law, the amount does seem to me to be substantially disproportionate. It is, of course, necessary in considering the issue to take into account that the amount involved in the proceedings (including interest) was in excess of US\$19,000,000.

10 In these circumstances, I would assess the amount of costs payable by the Claimant to the Defendant in an amount of S\$177,828.14, being S\$92,650

in respect of Singapore counsel's fees and S\$76,800 in respect of foreign counsel's fees together with S\$8,378.14 in respect of disbursements.

11 I am fortified in this conclusion by the fact that this amount is comparable to the costs which the Claimant states it has incurred (S\$154,085.77).

Order

12 I order the Claimant pay the Defendant's costs of the proceedings assessed in an amount of S\$177,828.14.

Thomas Bathurst
International Judge

Seow Fu Hong Colin and Huang Qianwei (Colin Seow Chambers
LLC) for the claimant;
Lye Kah Cheong and Chan Michael Karfai (Breakpoint LLC) for the
defendant.
