

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

[2026] SGHC 186

Originating Application No 958 of 2025 (Summons No 2678 of 2025)

Between

Zhejiang Crystal-Optech Co Ltd

... Claimant

And

Moveon Technologies Pte Ltd

... Respondent

JUDGMENT

[Arbitration — Arbitrability and public policy]

[Arbitration — Award — Interim award]

[Arbitration — Award — Recourse against award]

[Arbitration — Enforcement — Foreign award]

[Arbitration — Conduct of arbitration — Foreign law]

[Arbitration — Interlocutory order or direction]

TABLE OF CONTENTS

INTRODUCTION.....	1
FACTS.....	2
BACKGROUND.....	2
EVENTS LEADING UP TO THE HEARING BEFORE THE EA	5
THE EA’S INTERIM AWARD	8
EVENTS AFTER HANDING DOWN OF THE INTERIM AWARD.....	10
OVERVIEW OF PARTIES’ SUBMISSIONS.....	11
ISSUES TO BE DETERMINED	12
PRELIMINARY ISSUE CONCERNING THE NATURE OF THE EA’S INTERIM AWARD	13
ISSUE 1: WHETHER THE EA’S INTERIM AWARD EXCEEDED THE SCOPE OF SUBMISSION TO ARBITRATION (S 31(2)(D) OF THE IAA).....	15
APPLICABLE LEGAL PRINCIPLES	15
CATEGORISING THE INQUIRY REGARDING WHETHER THERE WAS A LEGAL BASIS FOR THE EA’S INTERIM DECISION	16
THE PARTIES’ CHINESE LAW EXPERTS.....	18
MY DECISION	19
FIRST SUB-ISSUE: WHETHER THE APPLICATION FOR EMERGENCY RELIEF WAS MADE IN ACCORDANCE WITH THE “APPLICABLE LAW”	20
<i>The relevant “applicable law” under Art 23(2) of the CIETAC Rules</i>	<i>20</i>
<i>The Chinese law experts’ conflicting evidence on Chinese law.....</i>	<i>26</i>
(1) The scope of the Chinese law on preservation measures.....	26

(2) The Chinese legislative policy on tribunal-ordered interim measures	30
(3) The effect of silence of the <i>lex arbitri</i> on tribunal-ordered interim measures	34
(4) Academic commentary	37
<i>Summary for the First Sub-Issue</i>	38
SECOND SUB-ISSUE: WHETHER THE APPLICATION FOR EMERGENCY RELIEF WAS MADE IN ACCORDANCE WITH AN “AGREEMENT” BETWEEN THE PARTIES.	38
APPLICATION OF LEGAL PRINCIPLES TO THE FACTS	41
REMAINING ARGUMENTS ON ISSUE 1	42
ISSUE 2: WHETHER MOVEON WAS ABLE TO PRESENT ITS CASE BEFORE THE EA (S 31(2)(C) OF THE IAA)	44
PARTIES’ SUBMISSIONS	44
APPLICABLE LEGAL PRINCIPLES	46
MY DECISION	47
ISSUE 3: WHETHER THE SUBJECT MATTER OF THE DIFFERENCE BETWEEN THE PARTIES IS ARBITRABLE (S 31(4)(A) OF THE IAA)	52
PARTIES’ SUBMISSIONS	52
APPLICABLE LEGAL PRINCIPLES	53
MY DECISION	53
ISSUE 4: WHETHER ENFORCEMENT OF THE EA’S INTERIM AWARD WOULD BE CONTRARY TO PUBLIC POLICY (S 31(4)(B) OF THE IAA)	56
PARTIES’ SUBMISSIONS	56
APPLICABLE LEGAL PRINCIPLES	57
MY DECISION	58

CONCLUSION.....	60
------------------------	-----------

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

**Zhejiang Crystal-Optech Co Ltd
v
Moveon Technologies Pte Ltd**

[2026] SGHC 186

General Division of the High Court — Originating Application No 958 of
2025 (Summons No 2678 of 2025)
Philip Jeyaretnam J
20 July 2026

11 September 2026

Judgment reserved.

Philip Jeyaretnam J:

Introduction

1 The claimant in the main action (HC/OA 958/2025, hereinafter “OA 958”), Zhejiang Crystal-Optech Co Ltd (“COT”), obtained an order of the General Division of the High Court dated 29 August 2025 (“Enforcement Order”), granting it permission to enforce an interim arbitral award issued by an emergency arbitrator in foreign arbitration proceedings. HC/SUM 2678/2025 (“SUM 2678”) is an application by the respondent in OA 958, Moveon Technologies Pte Ltd (“Moveon”), to set aside the Enforcement Order under s 31 of the International Arbitration Act 1994 (2020 Rev Ed) (“IAA”).

2 Having considered the parties’ written and oral submissions, I allow SUM 2678. In my view, the determinative issue in this case is whether the emergency arbitrator had the power to issue the interim arbitral award. This in

turn depends on whether such a power exists under the applicable law or has been conferred by the parties' agreement. Based on the available expert and factual evidence before me, I hold that there is no such power under the applicable law, namely that of the People's Republic of China ("China"), nor was any such power conferred by agreement of the parties.

Facts

Background

3 COT is a company incorporated in China; it is in the business of manufacturing and conducting research on, among others, optical components.¹ Moveon is a Singapore-incorporated company that, among others, designs and produces customised polymer optics.²

4 In August 2018, Moveon was engaged by a French-Italian company, ST Microelectronics N.V., to manufacture "lens cap" components for the company Apple Inc ("Apple"), under a project known as Project Viserion.³ Apple later liaised directly with Moveon on this project.⁴ To tap on Moveon's expertise in designing and producing coated polymer lenses, and COT's expertise in

¹ 1st Affidavit of Xiong Bo, the director of COT, affirmed on 26 August 2025 ("XB1") at paras 5–6; Moveon's Written Submissions dated 13 July 2026 ("Moveon's WS") at para 5.

² 1st Affidavit of Chee Teck Lee, a director and the CEO of Moveon, affirmed on 17 September 2025 ("CTL1") at para 8; XB1 at para 7; Moveon's WS at para 4.

³ Affidavit of Chee Teck Lee affirmed on 12 January 2024 ("CTL's 2024 Affidavit") (exhibited in CTL1) at para 18; 2nd Affidavit of Xiong Bo affirmed on 28 October 2025 ("XB2") at para 12; Moveon's WS at para 6.

⁴ CTL's 2024 Affidavit at para 20; XB2 at para 13.

carrying mass production at low cost,⁵ Apple introduced Moveon to COT so that they could work together on Project Viserion.⁶

5 In late 2021, Moveon and COT agreed to incorporate a joint venture company, Crystal-Moveon Technologies Pte Ltd (“CMOT”), in Singapore to, *inter alia*, work on Project Viserion.⁷ In this regard, the parties entered into a Cooperation Framework Agreement dated 7 October 2021 (“CFA”),⁸ and a Joint Venture Agreement dated 7 October 2021 (“JVA”).⁹ CMOT was eventually incorporated in January 2022.¹⁰

6 Moveon subsequently bore a significant part of the upfront costs of CMOT, including by purchasing the equipment and machinery required for the project.¹¹ However, due to certain technical and operational challenges that arose in the course of lens production,¹² Apple terminated Project Viserion in or about June 2022.¹³

7 In June 2023, Moveon commenced a suit (HC/OC 421/2023, hereinafter “OC 421”) against CMOT for the expenses that it had allegedly incurred on

⁵ CTL’s 2024 Affidavit at para 23; XB2 at para 14.

⁶ Moveon’s WS at para 7.

⁷ CTL1 at para 10; see also XB1 at para 8.

⁸ XB1 at pp 22–56.

⁹ XB1 at pp 57–74.

¹⁰ CTL1 at para 12; XB1 at para 9.

¹¹ CTL1 at para 12; XB2 at para 20.

¹² Affidavit of Jin Lijian affirmed on 30 October 2023 at para 26 (XB2 at p 1322); see also XB2 at pp 1406–1413.

¹³ CTL1 at para 13; XB2 at paras 23 and 25.

behalf of CMOT.¹⁴ Moveon claimed that the parties had agreed that Moveon would be reimbursed by CMOT for those expenses once funds were available,¹⁵ but COT’s position was that Moveon’s expenses “were incurred in accordance with the contractual risk and obligations assumed by [Moveon]”, for which Moveon bore sole responsibility under the CFA and the JVA.¹⁶

8 On 31 October 2023, COT applied – in HC/CWU 221/2023 – to wind up CMOT.¹⁷ CMOT was wound up on 11 March 2024, and liquidators were appointed on the same day.¹⁸ OC 421 was stayed as a result of the winding up.¹⁹

9 Moveon and CMOT’s liquidators subsequently entered into discussions regarding a possible resolution of Moveon’s claims against CMOT, and a settlement agreement dated 21 January 2025 (“Settlement Agreement”) was executed.²⁰ The Settlement Agreement provided that “[i]n full and final settlement of any and all claims ... which either [p]arty has, had or may have against the other [p]arty, including but not limited to claims arising out of, under, and/or in connection with ... OC 421”, CMOT’s liquidators accepted Moveon’s claims, and agreed to admit its proof of debt in the total sum of S\$19,423,680.54.²¹

¹⁴ CTL1 at para 13; Moveon’s Bundle of Documents for HC/SUM 2678/2025 dated 13 July 2026 (“Moveon’s BOD”) at pp 151–188; XB2 at para 30.

¹⁵ CTL’s 2024 Affidavit at para 32.

¹⁶ XB2 at para 31.

¹⁷ CTL1 at para 16; XB2 at para 32.

¹⁸ XB2 at para 33; see also XB1 at pp 80–81.

¹⁹ CTL1 at para 18.

²⁰ CTL1 at para 19; XB2 at paras 35–37.

²¹ Moveon’s BOD at pp 230–235.

10 On 10 February 2025, the liquidators of CMOT commenced HC/OA 132/2025 (“OA 132”), seeking an order that they be permitted to enter into a compromise with Moveon on the terms set out in the Settlement Agreement.²² I granted an order (“OA 132 Order”) in those terms on 2 May 2025.²³ Moveon discontinued OC 421 on 6 June 2025.²⁴ On 1 August 2025, COT applied – by way of HC/OA 808/2025 (“OA 808”) – to set aside the OA 132 Order.²⁵ This setting-aside application was dismissed with indemnity costs on 12 November 2025.²⁶

11 On 21 July 2025, COT filed an application (“EA Application”) for the emergency arbitrator procedure with the China International Economic and Trade Arbitration Commission (“CIETAC”), Shanghai Sub-Commission.²⁷ On 24 July 2025, COT filed its arbitration application (“Arbitration Application”), requesting for arbitration proceedings to be commenced against Moveon, with CIETAC, Shanghai Sub-Commission.²⁸

Events leading up to the hearing before the EA

12 On 29 July 2025, the following events transpired:

- (a) The CIETAC case manager for this matter, Gong Shaoyang (“Case Manager”), sent COT’s EA Application, COT’s Arbitration Application, the Notices of Arbitration and the Notice of Acceptance of

²² Moveon’s BOD at pp 307–308.

²³ Moveon’s BOD at pp 410–411; see also CTL1 at paras 20–21; XB2 at para 38.

²⁴ CTL1 at para 23.

²⁵ CTL1 at para 30; XB2 at paras 52–54.

²⁶ Moveon’s WS at para 18.

²⁷ Moveon’s BOD at pp 8–22; see also XB1 at para 14.

²⁸ Moveon’s BOD at pp 24–34; see also XB1 at para 15.

the EA Application to both parties by email.²⁹ This email was time-stamped 9.00am; and

(b) The Case Manager sent an email time-stamped 7.20pm to both parties, attaching, among others, a document titled “Annex 1 to the Arrangements for the Emergency Arbitrator Procedure: Procedural Timetable” (*ie*, the emergency arbitrator procedural arrangements for this case).³⁰

13 In the 29 July 2025 email to the parties, time-stamped 9.00am,³¹ the Case Manager stated (in English and Chinese) that CIETAC had accepted an arbitration filed by COT against Moveon over disputes arising from the CFA and JVA, and also that Mr Wang Jialu (“EA”) had been appointed as the emergency arbitrator by the President of the CIETAC Arbitration Court. It was also stated in this email that “[p]ursuant to the CIETAC Arbitration Rules”, the EA’s decision would be made “on or before August 13, 2025”, and that this decision might “substantially affect the parties”, so they were to contact CIETAC “to participate in the proceedings as soon as possible”.

14 According to Moveon, it only received notice of the CIETAC arbitration on 30 July 2025 when the arbitration papers listed at [12(a)] above were delivered to it by courier.³²

²⁹ XB1 at para 17 and pp 233–255; XB2 at para 61 and pp 376–377.

³⁰ Moveon’s WS at para 43; XB2 at para 63; Affidavit of Wong Tsz Hin dated 10 November 2025 at para 2(a) and pp 65–71.

³¹ XB1 at pp 233–234.

³² CTL1 at para 62; Moveon’s WS at paras 40–43.

15 On 1 August 2025,³³ Moveon wrote to CIETAC, stating that it would require time to review the relevant documents, instruct lawyers and obtain legal advice, and that it would endeavour to respond “within the next 2 weeks”. Moveon also stated that it was not proficient in the Chinese language and so requested that the proceedings be conducted in the English language. The Case Manager replied on the same day (in English), stating (*inter alia*) that Moveon was to “participate [in the emergency arbitrator procedure] in a timely manner”, that the language of the emergency arbitrator proceedings was Chinese, and that the party who was unable to participate would “bear the corresponding consequences”.³⁴

16 On 3 August 2025, the Case Manager sent a letter titled “The Arrangements for the Emergency Arbitrator Procedure Concerning the Dispute over the [JVA], Case SHC20250196 (II)” from the EA to both parties.³⁵ In this letter (which was in English), the EA acknowledged receipt of various documents submitted by COT, and stated that “[h]aving considered the actual circumstances of this case, and after consultation with the Arbitration Court of this Commission, the [EA] ha[d] decided to continue advancing this [emergency arbitrator] [p]rocedure in accordance with Annex 1 ‘Procedural Timetable’ to the ‘Arrangements for the Emergency Arbitrator Procedure’ dated 29 July 2025” (see [12(b)] above). The EA also confirmed that the Chinese language would be used for the emergency arbitrator procedure in this case, and that if either party failed to participate in this procedure, it would “bear the corresponding consequences”.³⁶

³³ CTL1 at para 59; XB1 at paras 19–20 and pp 257–260; XB2 at paras 64–65.

³⁴ CTL1 at para 60; XB1 at pp 261–262; XB2 at paras 66–67.

³⁵ Moveon’s BOD at pp 50–52; XB2 at para 69.

³⁶ Moveon’s BOD at p 51.

17 On 7 August 2025, the EA held a hearing which was not attended by Moveon; neither did Moveon file any submissions prior to this hearing.³⁷ Five days later, the EA issued the interim award dated 12 August 2025 (“Interim Award”).³⁸

The EA’s Interim Award

18 In the emergency arbitration, COT sought the following “emergency interim relief”: (a) that the EA order Moveon to “ensure that [CMOT’s] disputed claim of S\$19,811,240.76 maintains the status quo, ceases to be distributed to [Moveon], and/or prohibits [Moveon] from receiving it until this arbitral tribunal has made a ruling on the substantive dispute between the parties”; and (b) further or in the alternative, that the EA order both shareholders of CMOT (*ie*, COT and Moveon) to “procure and ensure that the winding[-]up proceedings ... maintain the status quo and that the formulation or implementation of any winding[-]up plan ... be suspended until the conclusion of the arbitration proceedings”.³⁹ I note that the sum of S\$19,811,240.76 corresponds to the sum said to be owed to Moveon according to the proof of debt that it had submitted in CMOT’s winding-up proceedings.⁴⁰

19 The EA first noted that having jointly selected CIETAC as “the dispute resolution institution”, both parties had agreed to abide by the CIETAC Arbitration Rules effective from 1 January 2024 (“CIETAC Rules”). Further, China was the seat of this arbitration, and “Chinese law does not prohibit an

³⁷ XB2 at para 71.

³⁸ CTL1 at para 62; XB1 at pp 286–306 and 309; XB2 at para 72.

³⁹ COT’s EA Application at paras 7 and 43 (Moveon’s BOD at pp 11 and 17).

⁴⁰ COT’s EA Application at para 5.2 (Moveon’s BOD at p 10); see also Letter by CMOT’s liquidator to CMOT’s Committee of Inspection dated 2 June 2025 (Moveon’s BOD at p 415).

arbitral institution from providing in its [a]rbitration [r]ules that an [e]mergency [a]rbitrator has the power, in emergency arbitration, to make interim measures against entities outside the territory”, so the EA “ha[d] the power to render a binding decision on emergency interim relief against both parties”.⁴¹ However, the EA also noted that since emergency interim relief in this case would apply to entities in Singapore and might require recognition and enforcement by the Singapore courts, reference had to be had to the IAA, the UNCITRAL Model Law on International Commercial Arbitration (“Model Law”) and other international arbitration rules and practices.

20 Having regard to the Model Law and Appendix III of the CIETAC Rules, the EA considered the urgency of COT’s request for emergency interim measures, the balance to be struck between the relief sought and the degree of harm that might be caused to Moveon, and the likelihood of success on the merits in this case.⁴² The EA granted the first interim relief sought by Moveon on the basis that the disputed debt in this case – which was said to be due to be distributed to Moveon “before September 2025” – would be “highly likely” to affect the determination of the amount distributable to COT in the liquidation proceedings, yet it was unlikely that an award on the merits in the arbitral proceedings could be rendered before distribution to Moveon.⁴³ The interim relief sought by COT would only result in Moveon being temporarily unable to receive payment, yet if no such relief was granted and the distribution was carried out, that would render COT’s subsequent enforcement efforts “substantially more difficult and costly”.⁴⁴ Finally, COT had established a

⁴¹ Moveon’s BOD at pp 68–69.

⁴² Moveon’s BOD at p 69.

⁴³ Moveon’s BOD at p 70.

⁴⁴ Moveon’s BOD at p 70.

reasonable prospect of success on the merits given that it had provided preliminary evidence showing that the disputed debt arose from Moveon's breaches and this had caused loss to COT.⁴⁵

21 However, the EA declined to award COT the second interim relief requested because the stay of CMOT's liquidation proceedings would "depend on the cooperation and the execution of the Singapore courts, the liquidator, and other creditors" (*ie*, non-parties not covered by the parties' arbitration agreement), which would be contrary to the "principle of privity of arbitration".⁴⁶ The fees of the emergency arbitrator procedures were fixed at RMB 30,000, with COT to bear RMB 10,000 and Moveon to bear RMB 20,000.⁴⁷

Events after handing down of the Interim Award

22 On 28 August 2025, COT filed the originating application (without notice) for OA 958 to seek permission for it to enforce the Interim Award against Moveon.⁴⁸ The Enforcement Order granting COT such permission was issued on 29 August 2025,⁴⁹ and this was served on Moveon on 3 September 2025.⁵⁰

⁴⁵ Moveon's BOD at p 71.

⁴⁶ Moveon's BOD at pp 71–72.

⁴⁷ Moveon's BOD at pp 72–73.

⁴⁸ Moveon's BOD at pp 76–77.

⁴⁹ Moveon's BOD at pp 79–80.

⁵⁰ Moveon's WS at para 19.

23 On 17 September 2025, Moveon commenced SUM 2678 to set aside the Enforcement Application pursuant to ss 31(2)(c), 31(2)(d) and/or 31(4) of the IAA.⁵¹

Overview of parties' submissions

24 Moveon submits that there are four grounds under which the Enforcement Order should be set aside. First, it was unable to present its case before the EA, contrary to s 31(2)(c) of the IAA, and if it had, it would have made submissions on its entitlement to the dividend payouts in CMOT's liquidation, alleged misrepresentations made by COT before the EA, and the lack of any legal basis for the EA to grant the interim relief in this case.⁵² Second, Moveon relies on s 31(2)(d) of the IAA in submitting that the EA's Interim Award – which allegedly concerned matters between Moveon and CMOT – dealt with a difference that was not contemplated by or fell outside the terms of the submission to arbitration (which instead pertained to disputes between Moveon and COT).⁵³ Third, Moveon submits that the EA's Interim Award concerned matters that are not arbitrable under s 31(4)(a) of the IAA.⁵⁴ Finally, the enforcement of the EA's Interim Award is said to be contrary to public policy under s 31(4)(b) of the IAA.⁵⁵

⁵¹ Moveon's BOD at pp 123–124.

⁵² Moveon's WS at paras 50–71.

⁵³ Moveon's WS at paras 72–79.

⁵⁴ Moveon's WS at paras 80–86.

⁵⁵ Moveon's WS at paras 87–95.

25 COT contends that Moveon has failed to establish any of the four grounds under s 31 of the IAA, so the Enforcement Order should not be set aside.⁵⁶

Issues to be determined

26 The following issues arise for determination in SUM 2678:

- (a) Whether the EA’s Interim Award dealt with a difference not contemplated by or not falling within the terms of the submission to arbitration, under s 31(2)(d) of the IAA (“Issue 1”);
- (b) Whether Moveon was unable to present its case in the emergency arbitrator proceedings, under s 31(2)(c) of the IAA (“Issue 2”);
- (c) Whether the subject matter of the difference between Moveon and COT was not capable of settlement by arbitration under the law of Singapore, under s 31(4)(a) of the IAA (“Issue 3”); and
- (d) Whether enforcement of the Interim Award would be contrary to the public policy of Singapore, under s 31(4)(b) of the IAA (“Issue 4”).

27 I will explain below my reasons for dealing first with the issue of the scope of submission to arbitration. Before turning to address these four issues, however, I address a preliminary issue concerning the nature of the Interim Award.

⁵⁶ COT’s Written Submissions dated 13 July 2026 (“COT’s WS”) at paras 19–63.

Preliminary issue concerning the nature of the EA’s Interim Award

28 In its written submissions, COT highlighted an email from Moveon’s solicitors dated 7 January 2026 regarding the parties’ discussions on a draft list of key issues for SUM 2678.⁵⁷ In that email, it was stated that Moveon did not agree to describe the EA’s Interim Award as the “Emergency Interim Award”, because “[t]he decision on interim relief is not an award”, and should instead be described as the “Emergency Interim Decision”.⁵⁸ Moveon did not press this point in its written or oral submissions for SUM 2678, but COT’s position is that the Interim Award is an “arbitral award” as defined in s 27(1) of the IAA. If that were not the case, Moveon would not be able to rely on the grounds for refusing enforcement under s 31 of the IAA.⁵⁹

29 As a matter of statutory construction, the proposition that the EA’s Interim Award “is not an award”⁶⁰ is untenable. Moveon relies on ss 31(2) and 31(4) of the IAA in arguing that the Enforcement Order should be set aside, and those provisions relate to refusal of enforcement of a “foreign award”. The term “foreign award” is defined in s 27(1) of the IAA as “an arbitral award made pursuant to an arbitration agreement in the territory of a Convention country other than Singapore”, and an “arbitral award” is defined in the same provision as including “an order or a direction made or given by an arbitral tribunal in the course of an arbitration in respect of any of the matters set out in section 12(1)(c) to (j) [of the IAA]”. The EA’s Interim Award clearly satisfies this definition.

⁵⁷ COT’s WS at para 9 and Annex A.

⁵⁸ COT’s WS at Annex A.

⁵⁹ COT’s WS at para 9.

⁶⁰ COT’s WS at Annex A.

30 This is because the Interim Award issued by the EA can be said to be:

- (a) An order for the preservation of “any property which is or forms part of the subject matter of the dispute” (under s 12(1)(d) of the IAA);
- (b) An order “ensuring that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party” (under s 12(1)(h)); or
- (c) “[A]ny other interim measure” (under s 12(1)(i)).

31 I note that the “orders” provided for in s 12 of the IAA have been described as being “*provisional* in nature” [emphasis in original], in that they “do not definitively or finally dispose of either a preliminary issue or a claim in an arbitration”: *DLS v DLT* [2025] SGHC 61 at [22(a)]. This is indeed the effect of the EA’s Interim Award, which does not finally dispose of the parties’ claims and counterclaims in the arbitration, and instead requires that Moveon “maintain[s] the status quo in relation to its disputed claim of S\$19,811,240.76”, by not receiving any dividend payouts. Further, it has been held that the term “arbitral award” in s 27(1) of the IAA includes awards by emergency arbitrators, especially since the definition of “arbitral tribunal” in s 2(1) of the IAA includes emergency arbitrators (which may be taken into account generally even though s 2(1) does not apply to Part 3 of the IAA, in which s 27 can be found): *CVG v CVH* [2023] 3 SLR 1559 (“*CVG v CVH*”) at [26] and [28]–[35]. In sum, I am satisfied that the EA’s Interim Award *is* an “arbitral award” as defined in s 27(1) of the IAA.

32 I now turn to the first of the four grounds relied upon by Moveon to seek a setting-aside of the Enforcement Order.

Issue 1: Whether the EA’s Interim Award exceeded the scope of submission to arbitration (s 31(2)(d) of the IAA)

Applicable legal principles

33 I first set out ss 31(1) and 31(2)(d) of the IAA for ease of reference:

31.—(1) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the party against whom the enforcement is sought may request that the enforcement be refused, and the enforcement in any of the cases mentioned in subsections (2) and (4) may be refused but not otherwise.

(2) A court so requested may refuse enforcement of a foreign award if the person against whom enforcement is sought proves to the satisfaction of the court that —

[...]

(d) subject to subsection (3), the award deals with a difference not contemplated by, or not falling within the terms of, the submission to arbitration or contains a decision on the matter beyond the scope of the submission to arbitration;

[...]

34 To determine if an award falls outside the scope of submission to arbitration, the court must first determine what matters were within the scope of submission to the arbitral tribunal (or, in this case, emergency arbitrator: see [31] above). At this stage, the court should ascertain the matters within the scope of the parties’ submission to arbitration by reference to: (a) the parties’ pleadings; (b) the list(s) of issues; (c) the opening statements; (d) the evidence adduced; and (e) the closing submissions at the arbitration: *CJA v CIZ* [2022] 2 SLR 557 at [38]. Second, the court must determine whether the award in question involved matters that fell outside the scope of submission to arbitration and were thus irrelevant to the issues requiring determination: *ONI Global Pte*

Zhejiang Crystal-Optech Co Ltd v Moveon Technologies Pte Ltd [2026] SGHC 186

Ltd v GNC Holdings LLC [2026] 1 SLR 825 (“*ONI Global*”) at [108], citing *CRW Joint Operation v PT Perusahaan Gas Negara (Persero) TBK* [2011] 4 SLR 305 (“*CRW*”) at [30]. The rationale is that arbitration proceeds on a “consensual basis”, so a tribunal has “no authority to determine a dispute or an issue not submitted to it”, and a determination on such an issue will not be binding on the parties: *Twarit Consultancy Services Pte Ltd v GPE (India) Ltd* [2022] 3 SLR 211 (“*Twarit Consultancy*”) at [67]. While these comments in *Twarit Consultancy* were made in relation to Art 34(2)(a)(iii) of the Model Law, they are equally applicable in this case for the reasons set out at [37] below.

Categorising the inquiry regarding whether there was a legal basis for the EA’s Interim Decision

35 As a preliminary point, both parties address the question of whether there was any legal basis for the interim measures ordered by the EA in different sections of their submissions. Moveon does so as part of its submissions on why it had no opportunity to be heard, because it claims that it would have raised this issue if it had been given the opportunity to argue its case before the EA.⁶¹ On the other hand, COT includes this issue in its submissions on why the EA’s Interim Award did not exceed the scope of the submission to arbitration.⁶²

36 I accept COT’s approach because it is well-established that although “mere errors of law or even fact are not sufficient to warrant setting aside an arbitral award under Art 34(2)(a)(iii) of the Model Law” – which provision concerns the setting aside of arbitral awards outside the scope of the submission to arbitration – an arbitral tribunal will be held to have exceeded its authority under Art 34(2)(a)(iii) if it purports to exercise a power “which it [does] not

⁶¹ Moveon’s WS at paras 62–71.

⁶² COT’s WS at paras 34–37.

possess”: *CRW* at [33]; more generally, see also *Mustill & Boyd: Commercial and Investor State Arbitration* (David Foxton gen ed) (LexisNexis, 3rd Ed, 2024) at paras 14.69–14.73. I should add that although *CRW* was partly overruled in *DEM v DEL* [2025] 1 SLR 29 (“*DEM v DEL (CA)*”) at [54]–[59], it was overruled on a different point that is irrelevant for present purposes. Indeed, the holding in *CRW* (on when an arbitral tribunal will have exceeded its authority) was affirmed recently in *Vietnam Oil and Gas Group v Joint Stock Company (Power Machines – ZTL, LMZ, Electrosila Energomachexport)* [2025] 2 SLR 273 (“*Vietnam Oil*”) at [72].

37 While *CRW* and *Vietnam Oil* pertained to Art 34(2)(a)(iii) of the Model Law, it was held in *Swissbourgh Diamond Mines (Pty) Ltd v Kingdom of Lesotho* [2019] 1 SLR 263 at [68] that s 31(2)(d) of the IAA “essentially mirrors Art 34(2)(a)(iii) of the Model Law”, so judicial observations on s 31(2)(d) of the IAA “may ... be considered persuasive authority” when interpreting Art 34(2)(a)(iii) of the Model Law. If so, the converse should also hold true, with case law on Art 34(2)(a)(iii) being relevant to interpreting s 31(2)(d) of the IAA. Similar observations were also made in *Quanzhou Sanhong Trading Limited Liability Co Ltd v ADM Asia-Pacific Trading Pte Ltd* [2017] SGHC 199 at [11].

38 In gist, therefore, if the EA had purported to exercise a power which it did not possess, the EA would have exceeded its authority by dealing with a difference not contemplated by, or not falling within the terms of, the submission to arbitration, and that would justify a refusal to enforce the Interim Award: *CRW* at [31] and [33]. I therefore consider the question of whether the EA had the power to issue the Interim Award under Issue 1 (*ie*, the issue of the scope of submission to arbitration) instead of under Issue 2 (*ie*, the issue of whether Moveon was able to present its case before the EA).

The parties' Chinese law experts

39 Moveon instructed Professor Fu Jun (“Prof Fu”), the director of the International Law Department and a professor at the law school of the University of International Business & Economics in China,⁶³ as its Chinese law expert. Prof Fu was of the opinion that Chinese law does not empower arbitral tribunals or emergency arbitrators to order interim measures,⁶⁴ and that the Interim Award in this case was inconsistent with the provisions on “preservation measures” under Chinese law.⁶⁵

40 COT instructed Mr Meng Ting (“Mr Meng”), a practising lawyer in China and the managing partner of a law firm,⁶⁶ as its Chinese law expert. Mr Meng argued that the EA did not err in granting the Interim Award because it was validly granted under the *lex arbitri* and *lex contractus* (ie, Chinese law).⁶⁷

41 Evidently, the experts’ views on the EA’s power to order interim measures to be taken differed significantly. That said, both Prof Fu and Mr Meng agreed that Chinese law does not explicitly prohibit arbitral tribunals and emergency arbitrators from granting interim measures.⁶⁸

⁶³ 1st Affidavit of Prof Fu affirmed on 19 September 2025 (“FJ1”) at para 1.

⁶⁴ Moveon’s WS at para 63.

⁶⁵ Moveon’s WS at para 68.

⁶⁶ 1st Affidavit of Mr Meng affirmed on 9 October 2025 at para 1.

⁶⁷ COT’s WS at para 34.

⁶⁸ 2nd Affidavit of Prof Fu affirmed on 22 January 2026 (“FJ2”) at para 14; 2nd Affidavit of Mr Meng affirmed on 10 February 2026 (“MJ2”) at paras 5(c) and 16.

My decision

42 Under clause 19.1 of the CFA and clause 17.1 of the JVA,⁶⁹ if the parties have a dispute arising from or related to the CFA or JVA respectively, they are to first seek a solution through “friendly negotiation”, failing which either party may submit the dispute to the “Shanghai Branch” of CIETAC for arbitration “in accordance with the laws and regulations of the People’s Republic of China at any time”. Art 4(2) of the CIETAC Rules provides that where parties have agreed to refer their dispute to CIETAC for arbitration, “they shall be deemed to have agreed to arbitration in accordance with [the CIETAC Rules]”.⁷⁰

43 The crucial provision in this case is Art 23(2) of the CIETAC Rules; I set out Art 23 in full for ease of reference:

Article 23 Conservatory Measures and Interim Measures

1. Where a party applies for conservatory measures, CIETAC shall forward the party’s application to the competent court designated by that party.

Upon the request of a party, CIETAC may forward its application for conservatory measures to such court in advance of issuing the Notice of Arbitration.

2. In accordance with the applicable law or the agreement of the parties, a party may apply to the Arbitration Court for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures (Appendix III). The emergency arbitrator may decide to order or award necessary or appropriate emergency measures. The decision of the emergency arbitrator shall be binding upon both parties.

3. At the request of a party, the arbitral tribunal may decide to order or award any interim measure it deems necessary or proper in accordance with the applicable law or the agreement of the parties and may require the requesting party to provide appropriate security in connection with the measure.

⁶⁹ XBI at pp 54 and 72.

⁷⁰ COT’s Bundle of Authorities (Volume 2) dated 13 July 2026 at p 1327.

44 Appendix III to the CIETAC Rules is titled “Emergency Arbitrator Procedures”, and Art 6(1) of Appendix III provides:

Article 6 Decision of the Emergency Arbitrator

1. The emergency arbitrator has the power to make a decision to order or award necessary emergency relief, and shall make every reasonable effort to ensure that the decision is valid.

45 Art 23(2) applies in either of two situations: first, where the application for emergency relief to an emergency arbitrator accords with the applicable law; and secondly, where it accords with the parties’ agreement. I will therefore address whether either of these situations applies:

(a) Whether the application for emergency relief was made in accordance with the “applicable law”; and

(b) Whether the application for emergency relief was made in accordance with an “agreement” between the parties.

I will refer to these as the “First” and “Second Sub-Issues” respectively.

First Sub-Issue: Whether the application for emergency relief was made in accordance with the “applicable law”

The relevant “applicable law” under Art 23(2) of the CIETAC Rules

46 In its written and oral submissions, COT’s counsel relied on Mr Meng’s evidence in submitting that the “applicable law” was *both* Chinese law (as the law of the seat) *and* Singapore law (as the law of the place of enforcement).⁷¹ However, Prof Fu’s evidence, on which Moveon relies, is that whether the EA had the authority to grant interim measures is to be “solely determined by the

⁷¹ COT’s WS at para 36(c); MJ2 at paras 23 and 36(c).

law governing the arbitral procedure”, which in turn, is “determined by the parties through their choice of the seat of arbitration” (*ie*, Chinese law).⁷²

47 It is undisputed that the applicable law *at least* includes Chinese law as the *lex arbitri* in this case.⁷³ The question therefore is whether the EA’s power to grant the Interim Award can *also* be founded on Singapore law, on the basis that Singapore law is also the applicable law. In my view, this must be answered in the negative for the following reasons.

48 First, the proposition that the law of the place of enforcement forms part of the applicable law for an arbitration was not substantiated by COT or its appointed expert. Instead, Mr Meng pointed to his “experience as an emergency arbitrator” in which capacity he had – in three separate cases conducted under the CIETAC emergency arbitrator procedures – considered whether the interim measure was “enforceable in the jurisdiction where enforcement would be sought”.⁷⁴ According to Mr Meng, these three cases were all “foreign-related arbitrations” for which the *lex arbitri* was Chinese law, and the parties in those cases apparently had not “expressly referr[ed] to [the] emergency arbitration procedure or interim measure[s]”.⁷⁵

49 The immediate difficulty with this point is an evidentiary one. Without any documentary evidence adduced in support of these claims, one cannot understand what type of interim measures were ordered, and the reasons for those decisions (in particular, whether and how the law of the place of

⁷² 3rd Affidavit of Prof Fu dated 30 March 2026 (“FJ3”) at paras 6(1), 6(2) and 40.

⁷³ COT’s WS at para 34; MJ2 at para 47; FJ2 at para 17.

⁷⁴ Mr Meng’s 1st report (“MJ1”) (exhibited in the 1st Affidavit of Mr Meng affirmed on 9 October 2025) at paras 36–49; MJ2 at para 36(c).

⁷⁵ MJ2 at para 53.

enforcement was taken into account). Further, Prof Fu correctly highlighted that Mr Meng had not explained whether the interim measures he had granted in those cases were eventually recognised and enforced by Chinese courts,⁷⁶ or indeed courts of any other jurisdiction. I therefore place no weight on Mr Meng’s point that he had, as emergency arbitrator in past cases, considered the law of the place of enforcement before ordering interim measures to be taken.

50 Second, I accept Prof Fu’s submission that if an interim measure ordered by an arbitral tribunal or emergency arbitrator violates the law of the seat of arbitration, that measure ought not to be enforced, “regardless of whether the law of the enforcement jurisdiction would otherwise permit the enforcement of interim measures”.⁷⁷ Prof Fu referred to s 31(2)(e) of the IAA and Art V(1)(d) of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (10 June 1958) 330 UNTS 38 (entered into force 7 June 1959, accession by Singapore 21 August 1986) (“New York Convention”: see the Second Schedule to the IAA).⁷⁸ Both provisions provide that enforcement of an award may be refused if, *inter alia*, “the arbitral procedure was not in accordance with the agreement of the parties” or, “failing such agreement, was not in accordance with the law of the country where the arbitration took place”. Prof Fu contended that this shows that the validity of interim measures is to be determined with reference to the law of the seat of arbitration, not the law of the place of enforcement.⁷⁹

⁷⁶ FJ2 at para 30.

⁷⁷ FJ3 at para 15.

⁷⁸ FJ3 at paras 11–13.

⁷⁹ FJ3 at paras 11–14.

51 In my view, the provisions of the IAA and the New York Convention cited in the preceding paragraph demonstrate that the “arbitral procedure” should be assessed with reference to the parties’ agreement or the law of the country where the arbitration took place. It has been recognised that the orders and directions listed in s 12 of the IAA – which includes interim measures (see s 12(1)(i) of the IAA) – relate to procedural matters that “fall within the province of the arbitral tribunal”, not the substantive merits of a claim: *PT Pukuafu Indah v Newmont Indonesia Ltd* [2012] 4 SLR 1157 at [12] and [25]; *CXG v CXI* [2024] 3 SLR 1282 at [44]. In short, the fact that it is the *lex arbitri* – not the law of the place of enforcement – that governs the arbitral procedure under the statutory regime on refusal to enforce arbitral awards provides support for assessing the EA’s power to grant the emergency relief with reference to the *lex arbitri* only.

52 Third, I find support for the approach that I have adopted in the Chartered Institute of Arbitrators’ Practice Guideline on Applications for Interim Measures 2016 (“Practice Guideline”), which was expressly cited in COT’s EA Application (at para 51).⁸⁰ Article 1(2) of the Practice Guideline provides that arbitrators faced with an application for interim measures should, *inter alia*, establish whether they have “the power to order the interim measure being applied for under the arbitration agreement, including any applicable rules and the law of the place of arbitration (*lex arbitri*)”. While the Commentaries on Article 1 (Paragraph 3(d)) and Article 5 (Paragraph 1) in the Practice Guideline provide that arbitrators may *also* consider if the interim measure requested contravenes “the law of the place where the measure is likely to be performed or enforced”, that appears to be relevant to the arbitrators’ assessment of whether, as a matter of practicality, local courts may refuse to

⁸⁰ Moveon’s BOD at p 19.

enforce the interim measure. The Practice Guideline does not suggest that the law of the place of enforcement can itself confer the requisite power on arbitral tribunals or emergency arbitrators to order interim measures, if no such power is otherwise conferred by the *lex arbitri* or by parties' agreement.

53 Finally, this approach is reinforced by academic commentary. The law governing the tribunal's (or emergency arbitrator's) power to grant provisional measures is, in many cases, the procedural law of the arbitration, and that is typically the law of the arbitral seat: Gary B Born, *International Commercial Arbitration* (Kluwer Law International, 3rd ed, 2021) ("*Gary Born (2021)*") at section 17.02[F]; see also Gary B Born (ed), *International Arbitration: Cases and Materials* (Kluwer Law International, 3rd ed, 2026) ("*Gary Born (2026)*") at p 1011; Gary B Born, *International Arbitration: Law and Practice* (Kluwer Law International, 4th ed, 2025) ("*Gary Born (2025)*") at pp 259–260. The rationale is that it is the law of the arbitral seat that "applies to other issues concerning a tribunal's authority", so in the absence of any "express contrary statements", that is the law that was "most likely intended by the parties to define the powers of the tribunal": *Gary Born (2021)* at section 17.02[F].

54 Similarly, the *lex arbitri* is said to be the relevant law governing the scope of interim measures available to parties to "protect the arbitral process": Darius Chan, Paul Tan and Nicholas Poon, *The Law and Theory of International Commercial Arbitration in Singapore* (Academy Publishing, 2022) at para 3.64.

55 In Nigel Blackaby KC et al, *Redfern and Hunter on International Arbitration* (OUP, 7th ed, 2022) ("*Redfern and Hunter*"), it is stated that the *lex arbitri* is likely the law governing interim measures of protection (at paras 3.47 and 3.51), although the authors are also of the view that "[a]s far as the tribunal's powers are concerned, the applicable law is usually the proper law of the

arbitration agreement and the law of the place of arbitration” [emphasis in original] (at para 5.06, footnote 7). In the present case, neither party suggested that the law of the arbitration agreement should additionally be taken into account. For completeness, however, I note that specifying that the JVA (see Art 16 of the JVA)⁸¹ shall be governed by Chinese law is, in and of itself, insufficient to constitute an express choice of the proper law of the arbitration agreement (see *BNA v BNB* [2020] 1 SLR 456 (“*BNA v BNB*”) at [59]–[61]). Even so, the starting point regarding whether parties made an implied choice of the law of the arbitration agreement is the law of the contract (*Anupam Mittal v Westbridge Ventures II Investment Holdings* [2023] 1 SLR 349 at [62] and [67]), which is Chinese law (*per* Art 16 of the JVA).

56 These sources do not support taking reference from the law of the place of enforcement to confer powers on an arbitral tribunal or emergency arbitrator seated elsewhere.

57 Indeed, the suggestion by COT and its appointed expert that an arbitral tribunal’s power to make an order depends on *where* that order is to be enforced is unorthodox and, in my view, wrong in principle. Whether an order is enforceable in a particular jurisdiction is distinct from the question of whether an arbitral tribunal has the power to make that order in the first place. The implication of COT’s suggestion, if accepted, is that the powers of the tribunal would vary depending on the content of the law of the jurisdiction(s) in which a party declares its intention to enforce the tribunal’s orders. This is an impractical approach to the questions of jurisdiction and powers.

⁸¹ XB1 at p 72.

58 In sum, I am satisfied that only Chinese law – that being the parties’ choice of seat as specified in clause 19.1 of the CFA and clause 17.1 of the JVA (see *BNA v BNB* at [65])⁸² – is the “applicable law” for the purposes of determining the EA’s power to order emergency relief under Art 23(2) of the CIETAC Rules. I reject the argument that the “applicable law” *also* includes the law of the place of enforcement.

The Chinese law experts’ conflicting evidence on Chinese law

59 Having determined that Chinese law is the “applicable law” to be considered for the purposes of Art 23(2) of the CIETAC Rules, I turn to the two experts’ different interpretations of the validity of tribunal-ordered interim measures under Chinese law. There are three main areas of disagreement; I address each of them in the following sections.

(1) The scope of the Chinese law on preservation measures

60 The first area of disagreement pertains to preservation measures as provided for in Chinese law. Both experts acknowledge the existence of provisions in the Arbitration Law of the People’s Republic of China (“China’s Arbitration Law”) that provide for such preservation measures to be ordered,⁸³ and for ease of reference, I will set them out in full below. I will refer to the following provisions collectively as the “Chinese Preservation Measures Provisions”:

Article 28 A party may apply for property preservation if it may become impossible or difficult for the party to implement the award due to an act of the other party or other causes.

If a party applies for property preservation, the arbitration commission shall submit the party's application to the people's

⁸² FJ3 at para 16.

⁸³ FJ3 at para 18; MJ2 at paras 5(b) and 13(a).

court in accordance with the relevant provisions of the Civil Procedure Law.

If an application for property preservation has been wrongfully made, the applicant shall compensate the person against whom the application has been made for any loss incurred from property preservation.

Article 46 Under circumstances where the evidence may be destroyed or lost or difficult to obtain at a later time, a party may apply for preservation of the evidence. If a party applies for preservation of the evidence, the arbitration commission shall submit his application to the basic people's court in the place where the evidence is located.

Article 68 If a party to a foreign-related arbitration applies for preservation of the evidence, the foreign-related arbitration commission shall submit his application to the intermediate people's court in the place where the evidence is located.

61 Both experts agree that the Chinese Preservation Measures Provisions relate to property (or asset) preservation, and evidence preservation, while the Interim Award pertains to *conduct preservation*.⁸⁴ Both experts further agree that the version of China's Arbitration Law that applies in this case does not provide for conduct preservation measures, but that the Civil Procedure Law of the People's Republic of China (amended in 2023) ("China's Civil Procedure Law") provides for such measures.⁸⁵ In particular, Art 103 of China's Civil Procedure Law reads:⁸⁶

[...] For a case where, for the conduct of a party or for other reasons, it may be difficult to execute a judgment or any other damage may be caused to a party, a people's court may ... order certain conduct of the party or prohibit the party from certain conduct. [...]

62 However, despite these areas of agreement, both experts adopted different positions. Prof Fu submitted that since the three Chinese Preservation

⁸⁴ FJ1 at paras 30–32; FJ2 at para 36; FJ3 at para 38(4); MJ1 at paras 53 and 56.

⁸⁵ MJ1 at paras 55–60; FJ2 at paras 36–40.

⁸⁶ MJ1 at para 56; FJ2 at para 38.

Measures Provisions only allow Chinese courts to order property preservation and evidence preservation measures, and Art 103 of China’s Civil Procedure Law only allows Chinese courts to order conduct preservation measures, this demonstrates that in general, preservation measures can only be granted by the “people’s courts” and not arbitral tribunals or emergency arbitrators.⁸⁷ Mr Meng, however, submitted that the Chinese Preservation Measures Provisions do not apply in this case (as the Interim Award was a conduct preservation measure),⁸⁸ and further, that conduct preservation measures are provided for in Chinese law.⁸⁹

63 In my view, the Chinese law references above support Prof Fu’s conclusion that property, evidence and conduct preservation measures are the exclusive preserve of the courts in China, with arbitral tribunals clearly being excluded from those provisions. In particular, the Chinese Preservation Measures Provisions all require the arbitration commission to submit applications for property or evidence preservation measures to the relevant courts in China (see [60] above). Article 103 of China’s Civil Procedure Law similarly sets out the power of the relevant court in China to order such measures (see [61] above). Based on the evidence presented by both experts, therefore, arbitral tribunals (and emergency arbitrators) are not conferred any power under Chinese law to order property, evidence or conduct preservation measures.

64 Further, I find that Mr Meng’s remaining submissions provide little assistance. First, Mr Meng contended that the fact that only Chinese courts can order preservation measures (which are to take effect in China) does not mean

⁸⁷ FJ1 at paras 30–32; FJ2 at paras 38–39.

⁸⁸ MJ1 at para 53; MJ2 at para 49.

⁸⁹ MJ1 at para 60.

that arbitral tribunals cannot order interim measures which are to take effect *in a foreign jurisdiction*.⁹⁰ This, however, ultimately depends on the *silence* of Chinese law on tribunal-ordered interim measures to justify the power of tribunals to make such orders. I explain below (see [74]–[80]) why this approach is not justified.

65 Second, Mr Meng pointed to a case decided by the Wuhan Intermediate People’s Court in 2014 in which the court had set out certain conditions that need to be satisfied for “conduct preservation in civil litigation or arbitration”, in relation to the predecessor provision to Art 103 of China’s Civil Procedure Law.⁹¹ The fact that such measures can be ordered *in the arbitration context*, however, simply elides the point that conduct preservation measures under China’s Civil Procedure Law can only be ordered by courts.

66 Third, Mr Meng referred to provisions in: (a) the Arrangement Concerning Mutual Assistance in Court-ordered Interim Measures in Aid of Arbitral Proceedings by the Courts of the Mainland and of the Hong Kong Special Administrative Region (“China-Hong Kong Arrangement”); and (b) the final version of the revised Arbitration Law of the People’s Republic of China (“China’s Revised Arbitration Law”, promulgated on 12 September 2025, which is thus inapplicable in this case) in which conduct preservation measures could be obtained.⁹²

67 These were, however, not germane. As Prof Fu highlighted,⁹³ the China-Hong Kong Arrangement was specific to the “arbitration system of Hong Kong”

⁹⁰ MJ2 at paras 18 and 36(a).

⁹¹ MJ1 at para 58.

⁹² MJ1 at para 59.

⁹³ FJ2 at para 40.

under which “its arbitral tribunal can take various interim measures including conduct preservation”. Further, China’s Revised Arbitration Law provided for conduct preservation measures to be ordered *by courts, not arbitral tribunals*. The fact that conduct preservation measures “[exist] in China’s legal system”,⁹⁴ as Mr Meng pointed out, does not take COT’s case very far, since the crux of the matter is that no provision confers the power to order such measures on arbitral tribunals.

68 In short, although Chinese law is silent on *tribunal- or emergency-arbitrator-ordered interim relief*, Chinese law contains provisions in which certain preservation measures – including conduct preservation measures – can be ordered by *the courts in China*.⁹⁵

(2) The Chinese legislative policy on tribunal-ordered interim measures

69 Second, I accept Prof Fu’s evidence on the legislative policy in China *against* tribunal- (or emergency arbitrator-) ordered interim measures.⁹⁶ Various documents were tendered by Prof Fu as proof of this:

(a) The Chinese government’s “Comments in response to the relevant draft documents of Working Group II of the UNCITRAL” (Administrative Letter [2006] No. 26) dated 26 April 2006. I will refer to this as “China’s Comments for UNCITRAL Working Group II’s 39th session”.⁹⁷ This was the Chinese government’s response to a proposal by the UNCITRAL Working Group II to revise Art 17 of the 1985 version

⁹⁴ MJ2 at para 42(d).

⁹⁵ FJ1 at para 16; MJ1 at para 26.

⁹⁶ FJ2 at para 24.

⁹⁷ FJ1 at para 18; FJ3 at para 20; see also Moveon’s BOD at pp 712–715.

of the Model Law on the power of an arbitral tribunal to order interim measures. In these comments, it was stated that “Chinese law has not accorded the arbitral tribunal the power to order preservative measures, nor the power to order interim measures or issue preliminary orders”.⁹⁸

(b) A draft version of China’s revised arbitration law that was enclosed in a Notice on Soliciting Public Comments on the Arbitration Law of the People’s Republic of China (Revised) (Draft for Comments) dated 30 July 2021.⁹⁹ While this draft had included provisions on “the application, types and enforcement of interim arbitration measures”, China’s Revised Arbitration Law ultimately did not include those provisions on interim measures. That was said to reflect a deliberate legislative policy against tribunal-ordered interim measures for arbitration procedures.¹⁰⁰

70 I accept Mr Meng’s observation that China’s Comments for UNCITRAL Working Group II’s 39th session (at [69(a)] above) reflect the Chinese government’s view “almost two decades ago”,¹⁰¹ but that in fact reveals a consistent position against tribunal-ordered interim measures. This is because even under China’s Revised Arbitration Law, arbitral tribunals in China-seated arbitrations still do not have the power to order interim measures: see [69(b)] above; see also Deborah Ruff, Julia Belcher and Charles H Golsong, “Modernising Arbitration in the PRC” (2026) 176(8157) *New Law Journal* 19. Further, one of Mr Meng’s replies was that China’s Revised Arbitration Law

⁹⁸ Moveon’s BOD at p 713.

⁹⁹ FJ1 at para 19.

¹⁰⁰ FJ1 at para 20.

¹⁰¹ MJ1 at para 28.

only took effect on 1 March 2026 and so is inapplicable in the present case,¹⁰² but that misses the point. The fact is that the 2021 draft revised arbitration law had included provisions empowering arbitral tribunals to grant interim measures such as the conservation of evidence (see Eckart Brödermann, *CIETAC Arbitration Rules 2024: Article-by-Article Commentary* (Kluwer Law International, 2024) (“*CIETAC Rules Commentary*”), Part 1, Chapter 1, footnote 37), yet this was eventually not adopted. In my view, this supports Prof Fu’s evidence that the legislative policy underlying Chinese law rejects the granting of interim measures by arbitral tribunals.

71 I note that Mr Meng pointed to other laws or regulations in support of the opposing viewpoint, *ie*, that Chinese legislative bodies have in fact recently demonstrated support for arbitral tribunals granting interim measures. On closer scrutiny, however, those sources do not stand for this proposition.

72 First, Mr Meng noted that Art 21 of the Regulations on Promoting the Construction of the International Commercial Arbitration Centre (promulgated on 1 December 2023) provides that prior to applying for arbitration and during the arbitral proceedings, parties “may apply for the preservation of asset, evidence etc. before the people’s court and in accordance with the law”.¹⁰³ Parties may also “apply to the arbitral tribunal” during the arbitral proceedings to take these measures, and the arbitral tribunal “may give its opinion based on the circumstances of the arbitration case, and submit it to a people’s court with jurisdiction in this municipality”. It is the court that will then make a ruling on those preservation matters. Clearly, this does not support the proposition that

¹⁰² MJ1 at para 29.

¹⁰³ MJ1 at para 27(d)(i).

arbitral tribunals may order interim measures. Instead, it is the court that is empowered to grant interim measures.¹⁰⁴

73 Second, Mr Meng referred to the Regulations on the Establishment of the Beijing Commercial International Arbitration Centre (adopted on 26 September 2025) (“Beijing Regulations”).¹⁰⁵ Both experts provided slightly different translations of Art 19 of the Beijing Regulations. That provision essentially states that in foreign-related arbitration cases, the arbitral tribunal may adopt property, evidence or conduct preservation measures “in accordance with the arbitration procedural law agreed upon by the parties or the law of the seat of arbitration” (according to Mr Meng’s translation),¹⁰⁶ or “according to the provisions of the law applicable to arbitration procedures agreed by the parties or determined by the arbitration place” (according to Prof Fu’s translation).¹⁰⁷ This does not assist COT’s case since the reliance on the applicable law or the parties’ agreement to provide the tribunal’s power to order preservation measures is in fact similar to Art 23(2) of the CIETAC Rules (see [43] and [45] above). In so far as Art 19 of the Beijing Regulations *also* provides for the appointment of an emergency arbitrator who “shall” or “will” make a decision on measures such as property, evidence, and conduct preservation,¹⁰⁸ the fact that such a provision was introduced for the Beijing Commercial International Arbitration Centre, but not CIETAC, militates against a conclusion that there is a *general* legislative policy in favour of arbitral tribunals’ power to order interim measures.

¹⁰⁴ FJ2 at para 18; FJ3 at para 38(2).

¹⁰⁵ MJ1 at para 27(d)(ii).

¹⁰⁶ MJ2 at para 26(b) and footnote 22.

¹⁰⁷ FJ2 at para 19.

¹⁰⁸ MJ2 at para 26(b); FJ2 at para 19.

(3) The effect of silence of the *lex arbitri* on tribunal-ordered interim measures

74 The third area of disagreement – which flows from the conclusions in the preceding sections – relates to the effect of Chinese law (including China’s Arbitration Law and China’s Civil Procedure Law) not expressly providing for tribunal- or emergency arbitrator-ordered interim measures, while expressly providing for the courts to order such measures to be taken. Prof Fu’s evidence is that under Chinese law, arbitral tribunals and emergency arbitrators “have no authority or legal basis to render interim measures”,¹⁰⁹ and the silence of Chinese law on the conferral of power “cannot be construed as a grant of jurisdiction”.¹¹⁰ “[A]djudicative authority ... must be grounded in clear statutory authorisation”,¹¹¹ and the absence of this renders the EA’s Interim Award “void from the outset” and invalid under China’s Arbitration Law.¹¹²

75 On the other hand, Mr Meng submits that Chinese law is silent on – and thus does not prohibit – arbitral tribunals or emergency arbitrators ordering interim measures.¹¹³ Instead, it is left to institutional rules to stipulate whether parties may apply for interim measures from an arbitral tribunal or emergency arbitrator.¹¹⁴

76 I accept Prof Fu’s approach for the following reasons. Although a corollary of the notion of party autonomy is that parties are free to decide on the

¹⁰⁹ FJ1 at para 21.

¹¹⁰ FJ3 at para 21.

¹¹¹ FJ3 at para 21.

¹¹² FJ3 at paras 35–37.

¹¹³ MJ1 at para 26.

¹¹⁴ MJ2 at paras 20 and 32.

method of dispute resolution, the procedural rules to be applied, and the substantive law to govern their contract (*Tjong Very Sumito v Antig Investments Pte Ltd* [2009] 4 SLR(R) 732 at [28]), powers may also be conferred by operation of law. Legislation may either extend the powers conferred by the parties or restrict the powers that the parties seek to confer on the arbitral tribunal: *Redfern and Hunter* at para 5.13. This mirrors Art 23(2) of the CIETAC Rules, which provides that a party may apply for emergency relief by an emergency arbitrator “in accordance with the applicable law or the agreement of the parties”.

77 I reject Mr Meng’s position (see [75] above) because that approach, in effect, means that the “applicable law” should be extended to include institutional arbitral rules. Yet it was Mr Meng’s own evidence (which I rejected above) that the “applicable law” is the law of the seat and the law of the place of enforcement. No authority was provided for including the institutional arbitral rules (*ie*, the CIETAC Rules) – which forms a separate body of rules from the *lex arbitri* (*Redfern and Hunter* at para 3.59) – in the “applicable law”.

78 In my view, the role that institutional rules play is better understood as resting on the parties’ agreement to those institutional rules, and thus forms part of the agreed procedure. That is a matter that I consider further under the Second Sub-Issue below.

79 I pause at this juncture to address Chinese case law on tribunal-ordered interim measures. Mr Meng submitted that interim measures granted by arbitral tribunals or emergency arbitrators have been upheld by Chinese courts in various cases. In particular, Mr Meng cited a 2024 decision by the Beijing Fourth Intermediate People’s Court and a 2025 decision by the Shanghai International Commercial Court, in which the tribunal-ordered interim measure

in each case was upheld.¹¹⁵ However, the court judgments are not adduced, with Mr Meng only referring to news articles or press releases reporting on those decisions.¹¹⁶ Mr Meng admitted that these were confidential cases for which there were no publicly available files.¹¹⁷ Mr Meng also did not adduce the institutional arbitral rules and the arbitration agreements in those cases. As Prof Fu notes, it is thus unclear if Chinese law was the applicable law, and if parties had expressly agreed to allow the tribunal to order interim measures.¹¹⁸

80 In a subsequent affidavit, Mr Meng referred to two additional decisions, one of which was to the Zhuhai Intermediate People’s Court issuing a preservation order “with reference to” the decision of the Zhuhai Court of International Arbitration that certain evidence should be preserved.¹¹⁹ The other decision was by the Hong Kong High Court in 2020, in which the court had apparently recognised an interim measure ordered by an emergency arbitrator of the Shanghai Arbitration Commission.¹²⁰ Although Mr Meng appears to have adduced what seems to be the judgments of the courts in these cases,¹²¹ they are only provided in the Chinese language, with no translation included in Mr Meng’s affidavit. Besides, Prof Fu noted that the decision of the Hong Kong court to recognise the emergency arbitrator’s interim measure was a result of the China-Hong Kong Arrangement (see [66] above), and in the absence of such an agreement between China and Singapore, that case does not provide support

¹¹⁵ MJ1 at para 27(e).

¹¹⁶ MJ1 at footnotes 20 and 21, and pp 247, 249–251, and 253–261.

¹¹⁷ MJ2 at para 51.

¹¹⁸ FJ2 at para 22.

¹¹⁹ MJ2 at para 28.

¹²⁰ MJ2 at para 19.

¹²¹ MJ2 at footnotes 18 and 24, and pp 23–25 and 33–37.

for the enforcement of an interim measure ordered by a CIETAC emergency arbitrator in Singapore.¹²²

(4) Academic commentary

81 Finally, my decision on the unavailability of tribunal- or emergency arbitrator-ordered interim measures in Chinese law is reinforced by several academic commentaries.

82 First, in *Gary Born (2021)* at section 17.02[A][3][c], China is provided as an example of a nation in which local legislation “still provides that the granting of provisional measures is reserved exclusively to local courts, which are authori[s]ed to issue provisional relief in aid of arbitration”, with the author citing (*inter alia*) Art 68 of China’s Arbitration Law in support of this proposition (see also *Gary Born (2025)* at p 258). The author goes on to note that where the parties have agreed to arbitrate in a jurisdiction that “denies arbitrators the authority to order provisional measures and have not expressly granted the arbitrators such power ..., their choice of arbitral seat should ordinarily be interpreted as an exclusion of the arbitrators’ power in this regard”, and so the tribunal would have “no authority to order provisional measures”: *Gary Born (2021)* at section 17.02[F].

83 Second, citing Art 68 of China’s Arbitration Law, it is also provided in Cameron Sim, *Emergency Arbitration* (OUP, 2021) (“*Emergency Arbitration*”) (at p 40, footnote 23) that China is an example of a jurisdiction in which a “restrictive approach” under which arbitral tribunals cannot grant interim measures has prevailed. A similar view is also expressed in Julien Fouret and Christophe Seraglini, “Provisional Measures by Arbitrators and Emergency

¹²² FJ3 at para 26.

Arbitrators” in Stefan Kröll, Andrea K Bjorklund and Franco Ferrari (eds), *Cambridge Compendium of International Commercial and Investment Arbitration* (CUP, 2023) at p 1215.

84 Third, in *CIETAC Rules Commentary*, it is observed (at para 2 of the commentary on Art 23 of the CIETAC Rules) that Art 23(2) of the CIETAC Rules on emergency arbitrators “do not apply to arbitration proceedings seated in the People’s Republic of China, since [China’s Arbitration Law] stipulates that the Chinese courts are responsible for injunctive relief”.

Summary for the First Sub-Issue

85 To sum up, for the purpose of Art 23(2) of the CIETAC Rules, the “applicable law” refers to the law of the seat of the arbitration (*ie*, Chinese law in this case). For an application to be made in accordance with the applicable law, that applicable law would need to confer the power that a tribunal or an emergency arbitrator purports to exercise. In the case of China, the power in question is granted only to courts, not arbitral tribunals. Indeed, it appears that the legislature has deliberately decided not to accord this power to arbitral tribunals (see [69]–[70] above).

Second Sub-Issue: Whether the application for emergency relief was made in accordance with an “agreement” between the parties.

86 I now turn to discuss the second limb under Art 23(2) of the CIETAC Rules: *ie*, a party may apply for emergency relief in accordance with “the agreement of the parties”.

87 The main area of disagreement between the experts on this issue pertains to whether the parties’ agreement to submit their disputes to CIETAC (which results in them having been deemed to consent to the CIETAC Rules: see [42]

above) is itself sufficient to amount to the requisite agreement that an emergency arbitrator can grant interim measures. Mr Meng’s view was that the parties need not expressly agree to apply the rules on interim measures;¹²³ it is sufficient that parties are deemed to have consented to the CIETAC Rules.¹²⁴ Prof Fu submitted that what is required is a clear, express agreement between parties to allow the emergency arbitrator to order interim measures.¹²⁵

88 I accept Prof Fu’s approach because the fact that Art 23(2) of the CIETAC Rules refers to the parties’ agreement indicates that there must be a distinct agreement by parties over and above agreeing to the rules. If consent to the CIETAC Rules alone amounted to an agreement on the power of emergency arbitrators to grant interim measures, then the inclusion of the words “[i]n accordance with ... the agreement of the parties” would be redundant, and parties in *all* CIETAC arbitrations would be taken to have agreed to empower emergency arbitrators to grant emergency relief.

89 I add, however, that Prof Fu’s argument that if the *lex arbitri* does not authorise the granting of interim measures by an arbitral tribunal or emergency arbitrator, “the parties’ agreement to apply the [CIETAC Rules] cannot cure that absence of statutory power”¹²⁶ should be treated with circumspection. Art 23(2) of the CIETAC Rules clearly provides for *either* the applicable law *or* the parties’ agreement to serve as the basis for a party’s application for emergency relief from an emergency arbitrator. While I accept that the parties cannot agree to override a *statutory prohibition* (contained within the *lex arbitri*) on the

¹²³ MJ2 at para 55.

¹²⁴ MJ2 at para 38.

¹²⁵ FJ2 at para 15.4; FJ3 at para 6(4).

¹²⁶ FJ3 at paras 27–32.

measures that may be ordered by a tribunal or an emergency arbitrator, that does not necessarily mean that the parties’ express agreement – and not mere deemed consent to the CIETAC Rules – cannot cure a situation where the *lex arbitri* is silent on the granting of interim measures. It is consistent with the concept of party autonomy that parties may agree to confer on the arbitrator “any power they consider appropriate except such as may be contrary to the mandatory provisions of the applicable law of the arbitration” (*Halsbury’s Laws of Singapore: Arbitration* vol 1(2) (LexisNexis, 2024) at para 20.071).

90 For completeness, I note various academic commentaries that have adopted a different approach. *Gary Born (2021)* at section 17.02[B] states that “absent contrary agreement by the parties, an international arbitration agreement impliedly confers the authority to order provisional measures on the arbitral tribunal”, as such authority is “a vital attribute of any adjudicative body and is particularly important in international matters” (see also *Gary Born (2026)* at p 1014, citing *Charles Construction Co v Derderian* 586 NE2d 992 (Mass. 1992)). Therefore, an agreement to arbitrate “should ordinarily be understood as implying or encompassing the possibility of tribunal-ordered provisional measures”: *Gary Born (2021)* at section 17.02[C]; see also *Gary Born (2026)* at pp 1017–1018. More specifically, it has been argued that parties’ agreement to arbitration rules *permitting emergency arbitration* should be taken to be an *express* agreement for the emergency arbitrator to have the power to issue interim measures – otherwise, there would be “no point agreeing to the availability of emergency arbitration”: *Emergency Arbitration* at para 8.16.

91 In my view, whether the parties’ agreement to institutional arbitral rules *per se* should be taken to amount to an agreement on the arbitrator’s power to issue interim measures depends on the wording of the institutional arbitral rules. In the present case, Prof Fu’s evidence was that Art 23(2) of the CIETAC Rules

was introduced to account for cases administered by CIETAC which involved the application of foreign laws, or the laws of Hong Kong, Macau or Taiwan.¹²⁷ Against that backdrop, the mere fact that parties agreed to CIETAC arbitrations, subject to the CIETAC Rules, need not necessarily amount to an agreement for emergency arbitrators to be empowered to grant interim measures in China-seated arbitrations. Whether that position would be different in foreign-seated CIETAC arbitrations is a separate matter that does not arise for determination in this case.

Application of legal principles to the facts

92 In the present case, for these reasons, the applicable law is Chinese law, which does not empower arbitral tribunals or emergency arbitrators to grant interim measures. The parties also did not agree – whether in the arbitration clauses in the CFA and JVA, or elsewhere – on the power of emergency arbitrators to grant interim measures.

93 As such, I conclude that in making the Interim Award, the EA had purported to exercise a power which it did not possess. That amounted to the EA exceeding its authority, which for the reasons set out at [35]–[38] above, provides a basis to refuse to enforce the Interim Award under s 31(2)(d) of the IAA.

94 I pause to consider the submission made by COT’s counsel at the hearing before me, in reliance on Art 2(1) of Appendix III to the CIETAC Rules. Article 2(1) provides: “[a]fter a preliminary review on the basis of the [a]pplication, the arbitration agreement and relevant evidence submitted by the [a]pplicant, the Arbitration Court shall decide whether the [e]mergency

¹²⁷ FJ1 at paras 24–29.

[a]rbitrator [p]rocedures shall apply. [...]”. It was argued that this shows that CIETAC already has “guardrails” to ensure that before a matter appears before an emergency arbitrator, the CIETAC Arbitration Court will have applied its mind to the application, the arbitration agreement and the relevant evidence, before deciding whether to appoint an emergency arbitrator. This also meant that a finding that the EA has no power to grant the Interim Award would mean that the CIETAC Arbitration Court erred (and also erred in past cases in which interim relief was granted by emergency arbitrators).

95 I reject this argument. The fact that the CIETAC Arbitration Court considered that this was an appropriate case for the appointment of an emergency arbitrator does not mean that such appointment was in accordance with the applicable law or with the parties’ agreement.

96 As my conclusion at [93] is sufficient to dispose of the present matter, it is, strictly speaking, unnecessary to consider the parties’ other submissions on Issues 1 to 4. For completeness, however, I will address these matters below.

Remaining arguments on Issue 1

97 Moveon made two other submissions in relation to Issue 1 regarding the scope of submission to arbitration. First, in three out of four claims made by COT in the CIETAC arbitration, the “proper plaintiff” should be CMOT (*ie*, the parties’ joint venture company)¹²⁸ – but the arbitration agreement under which proceedings were commenced is only between Moveon and COT.¹²⁹ Second, and in any event, the dispute between Moveon and CMOT had already been “fully and finally settled” under the Settlement Agreement, so the issue of

¹²⁸ Moveon’s WS at paras 23–24 and 75.

¹²⁹ Moveon’s WS at para 78.

CMOT’s dividend payments to Moveon cannot form part of the submission to arbitration.¹³⁰

98 With respect to the first issue, this hinges on Moveon’s view that the majority of the claims brought by COT in the arbitration “are claims for which the proper plaintiff ... is CMOT”.¹³¹ I disagree. The CFA and the JVA were entered into between COT and Moveon, and this was indeed expressly noted by the EA in the Interim Award.¹³² Based on the Arbitration Application (and in particular, clause 48),¹³³ it is clear that COT is claiming for breaches of the CFA and JVA by Moveon, and seeking compensation for COT’s own losses.¹³⁴ Even if the underlying factual substratum of COT’s claim *involves* certain third parties,¹³⁵ the dispute that is subject to arbitration does not concern obligations owed to CMOT, but rather the contractual obligations owed by COT and Moveon to each other. I do not find that the Interim Award (which only binds Moveon)¹³⁶ falls outside the scope of the submission to arbitration.

99 As regards the second issue, COT’s claim in the arbitration relates to different matters from what were fully and finally settled in the Settlement Agreement. The Settlement Agreement clearly provides that it extends *only* to settling disputes between Moveon and CMOT (in liquidation): see [9] above. On the other hand, as noted in the preceding paragraph, COT’s claims in the arbitration are premised on Moveon’s alleged breaches of the CFA and JVA.

¹³⁰ Moveon’s WS at para 77.

¹³¹ Moveon’s WS at para 24.

¹³² Moveon’s BOD at p 71.

¹³³ Moveon’s BOD at p 33.

¹³⁴ COT’s WS at para 15.

¹³⁵ Moveon’s WS at para 23.

¹³⁶ COT’s WS at para 23(d).

As COT’s counsel put it, the Settlement Agreement and the CIETAC arbitration operate on different levels: the former involves Moveon *qua* creditor of CMOT, while the latter concerns Moveon’s obligations *qua* joint venture partner in CMOT (and *qua* counter-party to the CFA and JVA).¹³⁷

100 I further agree with COT that it is clear that the EA had limited the extent of interim relief granted so as not to interfere with the Settlement Agreement, the winding-up process of CMOT, or third parties who were not parties to the arbitration agreement.¹³⁸ This is reflected in the EA’s decision not to grant COT’s second request for interim relief, *ie*, the temporary suspension of winding-up proceedings of CMOT (see [21] above).

Issue 2: Whether Moveon was able to present its case before the EA (s 31(2)(c) of the IAA)

Parties’ submissions

101 Moveon submits that it was unable to present its case in the emergency arbitration proceedings because it received documents that were in the Chinese language on 30 July 2025 (see [14] above), and so it required time to instruct lawyers in China and obtain legal advice.¹³⁹ Despite Moveon writing to CIETAC to seek more time to prepare its case, that was denied by CIETAC “almost immediate[ly]” and “without any reasons”.¹⁴⁰ Moveon was unable to respond within the short timelines set by the emergency arbitrator, and so it did not participate in the emergency arbitration hearing on 7 August (see [17]

¹³⁷ See also COT’s WS at paras 11–12.

¹³⁸ COT’s WS at para 23(d).

¹³⁹ Moveon’s WS at paras 41 and 44.

¹⁴⁰ Moveon’s WS at para 51.

above).¹⁴¹ It is argued that *if* it had a chance to participate in the emergency arbitration, Moveon would have highlighted its entitlement to the dividend payouts in CMOT’s liquidation and responded to various misrepresentations allegedly made by COT.¹⁴²

102 COT’s response in its written submissions was that the parties had agreed to submit their disputes to CIETAC for arbitration, the rules for which provided that the language of arbitration was to be Chinese unless the parties agreed otherwise.¹⁴³ Moveon was impermissibly seeking to challenge CIETAC’s procedural determinations on the language and timetable of the arbitration.¹⁴⁴ Further, Moveon had “made an informed decision not to attend the hearing on 7 August 2025”, did not make submissions before the EA, and did not seek an early date from the arbitral tribunal (after it was constituted) to set aside the Interim Award.¹⁴⁵ COT also submitted that Moveon had failed to show how the objections that it would purportedly have raised before the EA would have made a difference.¹⁴⁶

103 However, COT’s counsel adopted a different focus in a letter to Court dated 16 July 2026 (“COT’s July 2026 Letter”), which was elaborated upon in oral submissions. It was argued that properly understood, Moveon’s written submissions for the present proceedings had belatedly included allegations of the perpetration of fraud by COT on the EA – even though no such claims had been made by Moveon in its affidavits for SUM 2678. In so arguing, COT’s

¹⁴¹ Moveon’s WS at paras 40–51.

¹⁴² Moveon’s WS at paras 52–53.

¹⁴³ COT’s WS at paras 59–60.

¹⁴⁴ COT’s WS at paras 61–62.

¹⁴⁵ COT’s WS at para 56.

¹⁴⁶ COT’s WS at paras 57–58.

counsel pointed to (*inter alia*) portions of Moveon’s written submissions in which it was said that COT had “deliberately and fraudulently misled the EA”,¹⁴⁷ or committed “procedural fraud” on the EA.¹⁴⁸ According to COT, “all roads lead to fraud” in Moveon’s submissions, and Moveon was time-barred from raising fraud allegations since no such claims had been made earlier.¹⁴⁹

Applicable legal principles

104 I first set out ss 31(1) and 31(2)(c) of the IAA:

31.—(1) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the party against whom the enforcement is sought may request that the enforcement be refused, and the enforcement in any of the cases mentioned in subsections (2) and (4) may be refused but not otherwise.

(2) A court so requested may refuse enforcement of a foreign award if the person against whom enforcement is sought proves to the satisfaction of the court that —

[...]

(c) the party was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present the party’s case in the arbitration proceedings;

[...]

105 It has been observed that the ground of being unable to present one’s case in arbitration proceedings is “co-extensive in scope and result” with a challenge based on a breach of natural justice: *ADG v ADI* [2014] 3 SLR 481 (“*ADG v ADI*”) at [118]. While these comments were made in the context of Art 34(2)(a)(ii) of the Model Law (on setting aside an arbitral award), that

¹⁴⁷ Moveon’s WS at para 30.

¹⁴⁸ Moveon’s WS at paras 92–94.

¹⁴⁹ COT’s letter to Court dated 16 July 2026 (“COT’s July 2026 Letter”) at paras 3–16.

provision is substantively similar to s 31(2)(c) of the IAA (albeit in the context of refusal of enforcement of a foreign arbitral award). Case law on Art 34(2)(a)(ii) of the Model Law and s 31(2)(c) of the IAA have also been taken into account in interpreting a substantively similar provision of the Arbitration Act 2001 (2020 Rev Ed) (on setting aside an arbitral award for lack of proper notice): *DEM v DEL* [2024] SGHC 80 at [70]–[73] (the appeal against this decision was dismissed by the Court of Appeal in *DEM v DEL (CA)*).

106 As such, in the context of s 31(2)(c) of the IAA, it has been held that the party seeking to assert a breach of natural justice must establish: (a) which rule of natural justice was breached; (b) how it was breached; (c) in what way the breach was connected to the making of the award; and (d) how the breach prejudiced the party’s rights: *ONI Global* at [118]–[119], citing *Soh Beng Tee & Co Pte Ltd v Fairmount Development Pte Ltd* [2007] 3 SLR(R) 86 at [29].

My decision

107 As a preliminary point, having considered the parties’ submissions, including COT’s July 2026 Letter, I find that the concern of Moveon having belatedly raised allegations of fraud in its written submissions had been overstated by COT. First, in so far as Moveon had referred to COT having “fraudulently misled” the EA or committed “procedural fraud”, Moveon’s counsel had clarified at the hearing before me that fraud was not the central basis of their submissions, as that was not a necessary condition to establishing an inability to present one’s case.

108 Second, COT had cited *BTN v BTP* [2022] 4 SLR 683 at [63] for the principle that parties are not permitted to “advance new grounds in subsequent affidavits by introducing new facts and circumstances that could and should

have been raised at first instance”.¹⁵⁰ I agree with this principle. However, the fact that COT had allegedly misled the EA was not only raised in Moveon’s written submissions. The affidavit of Moveon’s director and Chief Executive Officer (Mr Chee Teck Lee) that was filed for the present proceedings had referred to “all manner of false allegations being made by COT in the various legal proceedings in Singapore and in the CIETAC [a]rbitration”.¹⁵¹ Since this issue had already been raised in Moveon’s affidavit, I do not accept COT’s claim that Moveon is time-barred from alleging a “new” ground of “fraud”.

109 Turning to the substantive arguments made by Moveon, I find that there is no basis for its claim to have been unable to present its case before the EA.

110 Preliminarily, it is important to appreciate that a party who is aggrieved by the decision of an emergency arbitrator can ordinarily apply to the subsequently constituted arbitral tribunal to set aside or vary that decision. An emergency arbitrator’s decision may necessarily have to be decided quickly and without full evidence or arguments precisely because it is an “emergency”. This does not mean that the process taken as a whole deprives the aggrieved party of a fair hearing, for the simple reason that it has remedies within the arbitral process. For instance, Art 6(4) of Appendix III to the CIETAC Rules provides that “[u]pon a reasoned request of a party, ... the arbitral tribunal to be formed may modify, suspend or terminate the decision [of the emergency arbitrator]”, and therefore under Art 6(6)(a), the emergency arbitrator’s decision “shall cease to be binding” if the arbitral tribunal “terminates the decision of the emergency arbitrator”.

¹⁵⁰ COT’s July 2026 Letter at para 10.

¹⁵¹ CTL1 at para 68.

111 As for the substantive points made by Moveon, the first point that the documents and proceedings were conducted in Chinese is answered by the simple fact that the use of the Chinese language is a feature of CIETAC arbitration to which Moveon must be taken to have agreed.¹⁵² Article 84(2) of the CIETAC Rules provides that “[i]n the absence of [an agreement between the parties on the language of the arbitration], the language of arbitration shall be Chinese”. Indeed, Moveon had participated in the proceedings before the fully constituted CIETAC arbitral tribunal, which are conducted in Chinese.¹⁵³ It is also undisputed that on 30 July 2025, Moveon had received three documents that were in *both* the English and Chinese languages.¹⁵⁴ In particular, the CIETAC Notice of Arbitration dated 29 July 2025 and addressed to Moveon,¹⁵⁵ and the CIETAC Notice of Acceptance of the EA Application¹⁵⁶ would have at least brought the existence of the proceedings – and the need to participate in them if one so wished – to Moveon’s attention.

112 In a similar vein, the short timelines for emergency arbitrator proceedings were clear from the CIETAC Rules (see Arts 5(1) and 6(2) of Appendix III) which, *inter alia*, specify that the emergency arbitrator’s decision is to be made within 15 days from the date of that arbitrator’s acceptance of the appointment. As noted at [15] and [16] above, Moveon was also informed on several occasions that it would bear the consequences of not participating in the emergency arbitrator procedures.

¹⁵² COT’s WS at para 59.

¹⁵³ COT’s WS at paras 56 and 60.

¹⁵⁴ Moveon’s WS at para 40.

¹⁵⁵ Moveon’s BOD at pp 568–571.

¹⁵⁶ Moveon’s BOD at pp 572–573.

113 Moreover, although Moveon had stated in its letter to CIETAC dated 1 August 2025 that it would “endeavour to [respond to the Notice of Arbitration] within the next 2 weeks”, Moveon did not in fact do so.¹⁵⁷ Moveon only appointed its Chinese solicitors three days after the Interim Award was handed down.¹⁵⁸

114 In any case, it is not clear that statements made by COT in the emergency arbitration proceedings amounted to misrepresentations. I am not persuaded that there would be any difference in the EA’s decision if Moveon had presented its intended arguments, for the purposes of s 31(2)(c) of the IAA: *CVG v CVH* at [55]. Moveon’s rights were therefore not prejudiced in this case (see [106] above). For instance, although Moveon argues that there was no urgency to justify the Interim Award,¹⁵⁹ the fact was that the CMOT liquidators had already entered into the Settlement Agreement on 21 January 2025, and the OA 132 Order had been obtained by the liquidators, permitting a compromise to be entered into with Moveon on the terms set out in the Settlement Agreement (see [9]–[10] above). Hence, Moveon was in fact entitled to payment at the time that the CIETAC arbitration proceedings had commenced. At the hearing before me, COT’s counsel pointed to a report by CMOT’s liquidator dated 26 June 2025 in which it was stated that the dividend payout to creditors was “estimated to take place in August/ September 2025”.¹⁶⁰ In those circumstances, Moveon’s arguments that no dividends were in fact paid when the Interim Award was handed down, or that the liquidators subsequently provided an update in March 2026 that dividends would be declared in the second quarter of 2026 instead,

¹⁵⁷ XB1 at p 260.

¹⁵⁸ CTL1 at para 65.

¹⁵⁹ Moveon’s WS at paras 54–57.

¹⁶⁰ RBOD at p 446.

were beside the point.¹⁶¹ This is because *at the time of the hearing before the EA on 7 August 2025*, COT had reasonably believed that the payment of the dividend payout to Moveon was imminent.

115 As for the alleged misrepresentations (made by COT to the EA) that the harm caused to it would not be adequately reparable by an award of damages, and that the dividend payouts to Moveon would render future enforcement efforts more difficult,¹⁶² I find that even if Moveon had made these submissions before the EA, that would not reasonably have made a difference to the EA's decision. The EA had simply concluded that it would practically be more difficult and costly to have to recover sums from Moveon if the dividend payouts had already been made to it, as opposed to temporarily preventing Moveon from receiving the payouts. As was noted at the hearing before me, the latter approach would facilitate on-payment of the dividend payouts from Moveon to COT (assuming COT prevails in the CIETAC arbitration).

116 To sum up, I find that Moveon was able to present its case before the EA, but it simply failed to do so. Further, its arguments, had it had the opportunity to present them, are unlikely to have reasonably made a difference to the EA's decision. There is therefore no basis to set aside the Enforcement Order under s 31(2)(c) of the IAA.

¹⁶¹ Moveon's WS at paras 54–57.

¹⁶² Moveon's WS at paras 58–61.

Issue 3: Whether the subject matter of the difference between the parties is arbitrable (s 31(4)(a) of the IAA)

Parties’ submissions

117 Moveon submits that the Interim Award is “effectively a challenge to [CMOT’s liquidators’] decision to admit Moveon’s claims and the Court-approval obtained in OA 132”.¹⁶³ It prevents Moveon from receiving the dividend payouts and thus “practically suspends the continuation of the winding[-]up proceedings”. Citing *Larsen Oil and Gas Pte Ltd v Petroprod Ltd* [2011] 3 SLR 414 (“*Larsen Oil*”), Moveon also contends that disputes that arise on the onset of insolvency are generally non-arbitrable, as the proper recourse for dissatisfied creditors is to apply to court.¹⁶⁴ Accordingly, the Interim Award should not be enforced and the Enforcement Order should be set aside.

118 COT’s response is that the CIETAC arbitration and the CMOT winding-up proceedings are different in nature. In particular, the CIETAC arbitration concerns a dispute between the joint venture partners (Moveon and COT), and the validity of the Settlement Agreement (which settled the dispute between CMOT and Moveon, *qua* creditor of CMOT) is not in issue in the arbitration.¹⁶⁵ COT thus submits that the presumption of arbitrability (see *Larsen Oil* at [44]) has not been rebutted since the CIETAC arbitration simply concerns a contractual dispute between Moveon and COT, and no interference with CMOT’s winding up will be caused by the arbitration proceedings.¹⁶⁶

¹⁶³ Moveon’s WS at para 82.

¹⁶⁴ Moveon’s WS at paras 83–86.

¹⁶⁵ COT’s WS at paras 12 and 44.

¹⁶⁶ COT’s WS at paras 45–51.

Applicable legal principles

119 Section 31(4)(a) of the IAA reads:

(4) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court may refuse to enforce the award if it finds that —

(a) the subject matter of the difference between the parties to the award is not capable of settlement by arbitration under the law of Singapore; [...]

120 Section 11(1) of the IAA provides that “[a]ny dispute which the parties have agreed to submit to arbitration under an arbitration agreement may be determined by arbitration unless it is contrary to public policy to do so”. It has thus been observed that “[t]he concept of non-arbitrability is a cornerstone of the process of arbitration” and it “allows the courts to refuse to enforce an otherwise valid arbitration agreement on policy grounds”: *Larsen Oil* at [44].

121 The starting point is that there is a “presumption of arbitrability so long as a dispute falls within the scope of an arbitration clause”, and this presumption may be rebutted with *either* proof of Parliamentary intention to preclude a certain type of dispute from being arbitrated, *or* proof that it would be contrary to public policy to permit that type of dispute to be resolved by arbitration: *Tomolugen Holdings Ltd v Silica Investors Ltd* [2016] 1 SLR 373 at [76], citing *Larsen Oil* at [44]; see also *Medipas LLC v Erdenet Mining Corp SOE* [2026] SGHC 97 at [64]–[65].

My decision

122 I agree with COT that the dispute underlying the CIETAC arbitration concerns contractual claims for Moveon’s purported breaches of the JVA and

CFA that pre-date the insolvency of CMOT.¹⁶⁷ CMOT is not a party to the CIETAC arbitration, and the Interim Award only binds Moveon *qua* joint venture partner.¹⁶⁸

123 Moveon’s reliance on *Larsen Oil* in the present case is therefore misplaced. In that case, the Court of Appeal distinguished between “disputes involving an insolvent company that stem from its pre-insolvency rights and obligations” and disputes that “arise only upon the onset of insolvency due to the operation of the insolvency regime” (at [45]). The latter should be treated as non-arbitrable “even if the parties expressly included them within the scope of the arbitration agreement” (at [46]), while the former type of disputes generally “do[es] not involve public policy considerations such as the protection of creditors” (at [47]). Moveon argues that its right to receive the dividend payouts from CMOT arose “from the operations [*sic*] of the statutory provisions of the insolvency regime”.¹⁶⁹ That, however, simply focuses on the wrong dispute. For the purposes of determining arbitrability, the dispute to be analysed is that which is the subject of the arbitration which, as noted at [122] above, pertains solely to purported breaches of the joint venture documents (*ie*, CFA and JVA) by Moveon.

124 I add that since the Settlement Agreement only settles a private dispute between CMOT and Moveon (*qua* creditor of CMOT), the rights of other creditors are not the subject of the Settlement Agreement. Indeed, clause 2 of the Settlement Agreement provides that the settlement sum of S\$19,423,680.54 (see [9] above) “shall rank *pari passu* with the claims of all other unsecured

¹⁶⁷ COT’s WS at para 46.

¹⁶⁸ COT’s WS at para 50.

¹⁶⁹ Moveon’s WS at para 85.

creditors of [CMOT]”, with payment of that settlement sum only being made on a *pari passu* basis “after the claims of all other creditors of [CMOT] have been adjudicated”.¹⁷⁰ In such a case where the substantive rights of other creditors are not affected, there is typically “no good reason not to observe the terms of the arbitration agreement” since this would not “undermine the insolvency regime’s underlying policy aims”: *Larsen Oil* at [50]–[51].

125 In its written and oral submissions, COT also referred to the case of *Twarit Consultancy*, suggesting that the facts in that case mirrored those in the present case.¹⁷¹ I agree. In *Twarit Consultancy*, the parties had entered into agreements (which contained arbitration clauses) to subscribe to shares in a third-party company. After the plaintiffs failed to make full payment, the defendants commenced arbitral proceedings pursuant to the aforementioned arbitration clauses: at [2]–[15]. It should be noted that around half a year before this, the third-party company had entered into a voluntary corporate insolvency resolution process under Indian law: at [14]. An arbitral award was subsequently issued, obliging the plaintiffs to pay the defendants the outstanding sum due to them under the share purchase agreements as damages: see [42]. For present purposes, what is relevant is the court’s finding that the dispute in the arbitration “did not arise from [the third-party company’s] rights and obligations at all, whether pre-insolvency process or post-insolvency process”, and the third-party company “[was] not a party to the arbitrations and no relief was sought against it”: at [90]. The court concluded that even though the outcome of the arbitrations might or might not have an economic effect on other parties, that did not make the dispute non-arbitrable, and ultimately the presumption of arbitrability had not been rebutted: at [92]–[93].

¹⁷⁰ Moveon’s BOD at p 233.

¹⁷¹ COT’s WS at para 50.

126 In a similar vein, CMOT – the subject of winding-up proceedings – is not a party to the CIETAC arbitration and no relief is sought against it in the arbitration. That the Interim Award has an indirect impact on the winding-up proceedings (because it affects whether Moveon can receive payment from CMOT’s liquidators) does not mean that the dispute that is the subject of the CIETAC arbitration “arises from or its determination is subject to the insolvency regime”: *Twarit Consultancy* at [85]. This is also in accordance with the Court of Appeal’s statement in *AnAn Group (Singapore) Pte Ltd v VTB Bank (Public Joint Stock Company)* [2022] 1 SLR 771 at [48] that “[t]he observations in *Larsen Oil* certainly do not mean that any dispute with a connection to insolvency law, no matter how tangential, would be deemed non-arbitrable”.

127 To sum up, I find that the presumption of arbitrability in the present case has not been rebutted, and there is no basis to refuse enforcement of the Interim Award under s 31(4)(a) of the IAA.

Issue 4: Whether enforcement of the EA’s Interim Award would be contrary to public policy (s 31(4)(b) of the IAA)

Parties’ submissions

128 Moveon submits that the Interim Award should not be enforced, as enforcement would be contrary to Singapore’s public policy.¹⁷² In so arguing, Moveon repeats several submissions that have been addressed above, namely, breach of natural justice given Moveon’s non-participation in the emergency arbitrator proceedings, non-arbitrability, alleged misrepresentations made by COT before the EA, and the invalidity of the Interim Award under Chinese law).¹⁷³ That said, Moveon also makes an additional contention that the relief

¹⁷² Moveon’s WS at paras 87–95.

¹⁷³ Moveon’s WS at paras 87(b)–87(e), and 90–95.

provided under the Interim Award amounts to a “collateral attack” on the OA 132 Order (see [10] above), so it would be an abuse of process to enforce the Interim Award.¹⁷⁴

129 COT argues that none of these complaints meet the high threshold for refusing enforcement of the Interim Award on public policy grounds.¹⁷⁵

Applicable legal principles

130 Section 31(4)(b) of the IAA reads:

(4) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court may refuse to enforce the award if it finds that —

[...]

(b) enforcement of the award would be contrary to the public policy of Singapore.

131 It is well-established that “public policy” under the IAA “encompasses a narrow scope”, and is only engaged in instances where the upholding of an arbitral award: (a) would “shock the conscience”; (b) is “clearly injurious to the public good or ... wholly offensive to the ordinary reasonable and fully informed member of the public”; or (c) where it “violates the forum’s most basic notion of morality and justice”: *PT Asuransi Jasa Indonesia (Persero) v Dexia Bank SA* [2007] 1 SLR(R) 597 (“*PT Asuransi*”) at [59]. Fraud “will generally fall within the rubric of matters contrary to public policy”, although it must be shown that there is “a connection between the fraud or corruption and the

¹⁷⁴ Moveon’s WS at paras 87(a) and 89.

¹⁷⁵ COT’s WS at paras 39–42.

making of the award”: *Navayo International AG v Ministry of Defence, Government of Indonesia* [2024] 6 SLR 1 at [211], citing *PT Asuransi* at [59].

My decision

132 In so far as Moveon’s arguments on breach of natural justice, non-arbitrability, alleged misrepresentations by COT, and the invalidity of the Interim Award under Chinese law have been addressed – and rejected – above, they do not support the public policy objection.

133 I should add that I acknowledge that “fraud” includes “procedural fraud”, such as when a party “conceals material information and/or suppresses evidence that would have substantial effect on the making of the award”: *CZD v CZE* [2023] 5 SLR 806 at [38], citing *Bloomberry Resorts and Hotels Inc v Global Gaming Philippines LLC* [2021] 1 SLR 1045 at [41]. However, as noted at [114] above, COT had reasonably believed – in reliance on the liquidator’s report dated 26 June 2025 – that payment of the dividend payout to Moveon would be made in “August/ September 2025”. In those circumstances, Moveon’s allegation¹⁷⁶ that COT had concealed the fact that there was a Settlement Agreement does not concern material information “that would have a substantial effect on the making of the award”.

134 In any case, even if these allegations (see [128]) were made out, I agree with COT that they do not meet the threshold for refusing enforcement of the Interim Award on grounds of public policy.¹⁷⁷ This is because the threshold for establishing a breach of public policy is “very high”: *Sui Southern Gas Co Ltd v Habibullah Coastal Power Co (Pte) Ltd* [2010] 3 SLR 1 (“*Sui Southern Gas*”)

¹⁷⁶ Moveon’s WS at para 93.

¹⁷⁷ COT’s WS at para 39.

at [48]. Further, the mere fact that an award may be contrary to either Singapore law or a foreign law “does not in itself make upholding the award contrary to Singapore’s public policy”: *DNZ v DOA* [2026] SGHC(I) 1 (“*DNZ v DOA*”) at [126] and [129]. While these observations in *Sui Southern Gas* and *DNZ v DOA* were made *vis-à-vis* Art 34(2)(b)(ii) of the Model Law (on setting aside of an award on public policy grounds), it has been observed that “there is no difference” between the Art 34(2)(b)(ii) Model Law regime on setting aside and the s 31(4)(b) IAA regime on refusal of enforcement “as far as the concept of public policy is concerned”: *AJU v AJT* [2011] 4 SLR 739 (“*AJU v AJT*”) at [37]. Case law on the enforcement regime has thus been accepted to be relevant in cases on setting aside (*AJU v AJT* at [38]), and the converse should also hold true in the present case.

135 As for the remaining argument that the Interim Award is a collateral attack on the OA 132 Order (and the subsequent decision in OA 808 *not* to set aside the OA 132 Order), I find that that also does not establish a breach of Singapore’s public policy.

136 Even though Moveon is, as a result of the Interim Award, unable to obtain the sum due to it under the Settlement Agreement, this cannot reasonably be described as relitigating OA 132 or OA 808. The Interim Award merely prohibits Moveon from receiving any dividend payouts. As was clarified in a letter from CMOT’s liquidator to CMOT’s Committee of Inspection dated 6 March 2026, the liquidators subsequently decided not to pay Moveon “for so long as the [Interim Award] remains in force”.¹⁷⁸ That was a decision reached by the liquidator independent of the Interim Award; neither the liquidator nor

¹⁷⁸ 2nd Affidavit of Chee Teck Lee dated 4 May 2026 at para 16; see also Moveon’s BOD at p 1044.

CMOT was subject to the Interim Award. I therefore agree with COT's submission that the CIETAC arbitration relates to claims and counterclaims between the joint venture partners, and does not involve any re-litigation of the terms of the Settlement Agreement.

137 In addition, the Interim Award only applies "[p]ending the final arbitral award in this case". As COT put it, "there is no universe where Moveon will not receive the payout".¹⁷⁹ If COT ultimately prevails in the CIETAC arbitration and Moveon is required to pay damages to COT, Moveon will essentially be required to carry out on-payment of the dividend payout from CMOT to COT. On the other hand, if the arbitral tribunal finds in favour of Moveon, it can retain the dividend payout. Either way, the Settlement Agreement will not be impugned as a result of the enforcement of the Interim Award pending the final award in the arbitration. There is no abuse of process occasioned by the enforcement of the Interim Award.

138 In the circumstances, there is no basis to find that enforcement of the Interim Award would be contrary to Singapore's public policy, so s 31(4)(b) of the IAA is not satisfied in this case.

Conclusion

139 For the reasons above, I allow SUM 2678 but only on the basis that the EA did not have the power to grant the Interim Award. In so granting, the EA exceeded the scope of the submission to arbitration. Enforcement of the Interim Award should be refused pursuant to s 31(2)(d) of the IAA, and I therefore set aside the Enforcement Order.

¹⁷⁹ COT's WS at para 46(c).

140 I award costs to Moveon on a standard basis, but given the number of misconceived points taken to resist enforcement which prolonged the hearing of this matter, I award only 60% of such costs. If the quantum cannot be agreed within 21 days of this judgment, either party may write in for my determination of the quantum.

Philip Jeyaretnam
Judge of the High Court

Liang Hanwen Calvin (Calvin Liang LLC) and Hiew E-Wen Joshua
(Joshua Hiew LLC) (instructed), Zheng Shengyang Harry and Zhang
Yingge (Kelvin Chia Partnership) for the claimant;
Eusuff Ali s/o N B M Mohamed Kassim and Low Kai Min Anisa
(Peter Low Chambers LLC) for the respondent.
