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

**[2026] SGHC 234**

Originating Application No 155 of 2025 (Summons No 1392 of 2025)

Between

(1) Crescent Petroleum Company International Limited
(2) Crescent Gas Corporation Limited

… *Applicants*

And

National Iranian Oil Company

… *Respondent*

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# GROUNDS OF DECISION

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[Arbitration — Award — Recourse against award — Setting aside — Time to apply for setting aside]
[Civil Procedure — Service]
[International Law — Sovereign immunity — State Immunity Act 1979]

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# Crescent Petroleum Co International Ltd and another
# v
# National Iranian Oil Co

**[2026] SGHC 234**

General Division of the High Court — Originating Application No 155 of 2025 (Summons No 1392 of 2025)
Chua Lee Ming J
27 July 2026

16 November 2026

**Chua Lee Ming J:**

## Introduction

1 This case raised two issues:

(a) First, whether the respondent, National Iranian Oil Company ("NIOC"), was a department of the government of the Islamic Republic of Iran ("Iran") and, consequently, fell within the definition of "State" for the purposes of the State Immunity Act 1979 (2020 Rev Ed) ("SI Act"). It was not disputed that if NIOC was a department of the Iranian government, the relevant court documents had not been served on it in the manner prescribed by the SI Act.

(b) Second, if NIOC did not fall within the definition of "State", whether the manner of service of the relevant court documents on NIOC was contrary to the law of Iran and therefore invalid by reason of O 8 r 2(6) of the Rules of Court 2021 ("ROC 2021").

2 On 27 July 2026, I decided that NIOC was not a department of the Iranian government and that the manner of service of the relevant court documents on it was not contrary to Iranian law. NIOC applied to the Court of Appeal for permission to appeal against my decision. On 11 September 2026, the Court of Appeal granted NIOC permission to appeal.

**Facts**

3 The first applicant, Crescent Petroleum Company International Limited ("CPCIL"), is a private exploration and production company. The second applicant, Crescent Gas Corporation Limited ("CGCL"), is wholly owned by CPCIL. CPCIL and CGCL are part of the Crescent Petroleum group of companies, which is a private oil and gas exploration and production group in the Middle East headquartered in the United Arab Emirates ("UAE"). In these grounds, I shall refer to CPCIL and CGCL, together, as the "Crescent Parties".

4 NIOC is an entity organised under the laws of Iran with the objective of exploration, development, production and marketing of Iran's crude oil and natural gas. It is wholly owned by the Iranian government and the Minister of Petroleum of Iran is the president of NIOC's general assembly (the members of which represent the Iranian government as shareholder).

5 The dispute in the present case arose under a Gas Sales and Purchase Contract ("Contract") between CPCIL and NIOC. Under the Contract, NIOC



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committed to supply and sell to CPCIL specified quantities of natural gas for a period of 25 years from 1 December 2005. The Contract provided for disputes to be finally settled by arbitration in accordance with agreed procedures for arbitration.

6 On 26 July 2003, CPCIL assigned its rights and obligations under the Contract to CGCL.[1]

7 On 15 July 2009, the Crescent Parties commenced arbitration proceedings against NIOC ("Arbitration"). The Arbitration was seated in London, the United Kingdom ("UK"). The Crescent Parties claimed that NIOC breached the Contract by failing to deliver natural gas. NIOC denied liability on various jurisdictional and substantive grounds.

8 The Arbitration was bifurcated. On 31 July 2014, the Arbitration tribunal ("Tribunal") issued its Award on Jurisdiction and Liability, in which the majority of the Tribunal found in favour of the Crescent Parties.[2] On 27 September 2021, the Tribunal issued its Partial Award on Remedies ("Remedies Award"),[3] in which the Tribunal ordered NIOC to pay damages in a total amount of US$2,429.97m.

9 In the present proceedings, HC/OA 155/2025 ("OA 155"), the Crescent Parties applied for permission to enforce the Remedies Award. On 18 February 2025, they filed HC/SUM 425/2025 seeking an order for leave to serve OA 155

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1 1st Affidavit of Drazen Petkovich affirmed on 17 February 2025 ("Petkovich's 1st Affidavit"), at para 13.

2 Petkovich's 1st Affidavit, at pp 212–593.

3 Petkovich's 1st Affidavit, at pp 595–834.



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and other relevant court documents including orders of court ("Court Papers") on NIOC in Iran. An Assistant Registrar ("AR") granted the application on the same day. The order made by the AR – HC/ORC 975/2025 ("ORC 975") – specified the following methods of service:

> (a) by handing a copy of the Court Papers to the Chief Executive Officer or Deputy Chief Executive Officer or any person authorised to accept service of process on behalf of NIOC at NIOC's registered and business address at Taleghani Avenue, Tehran, Iran ("NIOC's HQ"), or elsewhere as NIOC may be found in Iran; and
>
> (b) by registered post or courier service to NIOC's HQ or elsewhere as NIOC may be found in Iran.

10 On 19 February 2025, a Judge of the High Court granted the Crescent Parties' without-notice application in OA 155 for permission to enforce the Remedies Award ("Permission Order").

11 On 23 April 2025, the Crescent Parties attempted to deliver the Court Papers to NIOC's HQ. The parties disputed what happened during the attempted service, but it was not disputed that no actual delivery of the Court Papers took place.

12 According to the Crescent Parties:[4]

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[4] 1st Affidavit of Abdulla Alhajyahya Ali Alqadi Bani Matar affirmed on 30 September 2025 ("Abdulla's 1st Affidavit"), at paras 18(vii)–(ix).



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(a) Their service representatives were told at the reception of NIOC's HQ that the Court Papers could not be hand-delivered but had to be sent via fax to NIOC's legal department.

(b) The receptionist refused to accept the Court Papers and prevented the Crescent Parties' service representatives from leaving the Court Papers at the reception.

13 According to NIOC, its security guards denied the Crescent Parties' service representatives entry to NIOC's HQ in accordance with NIOC's security policy, which required foreign nationals to be cleared in advance by NIOC's security department and after receipt of written notice from the relevant department of NIOC.[5]

14 On 26 April 2025, the Crescent Parties sent the Court Papers by recorded mail (*ie*, registered post)[6] to NIOC's HQ through the Iranian government post office. It was not disputed that NIOC received the Court Papers.

15 On 16 May 2025, NIOC filed HC/SUM 1392/2025 ("SUM 1392"), seeking (among other things) declarations that:

(a) the Crescent Parties had not validly effected service of the Court Papers on it according to the manner provided for by Iranian law; and

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5 1st Affidavit of Ali Pourkabirian affirmed on 19 May 2025 ("Pourkabirian's 1st Affidavit"), at para 8.

6 The Crescent Parties' Written Submissions dated 13 July 2026, at para 41.



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(b) service of any court papers or documents relating to OA 155 must be effected by transmission through the Ministry of Foreign Affairs ("MFA") of Singapore to the Iranian MFA.

16 On 27 July 2026, I dismissed NIOC's application for the above declarations. As stated earlier, on 11 September 2026, the Court of Appeal granted NIOC permission to appeal against my decision.

**The issues before me**

17 As stated at the outset in these grounds, there were two issues:

(a) whether NIOC was a department of the government of Iran and, consequently, fell within the definition of "State" for the purposes of the SI Act; and

(b) if NIOC did not fall within the definition of "State", whether the manner in which the Court Papers were served on NIOC was contrary to Iranian law and therefore invalid by reason of O 8 r 2(6) of the ROC 2021.

**Whether NIOC fell within the definition of "State"**

18 Section 14(1) of the SI Act provides as follows:

> **Service of process and judgments in default of notice of intention to contest or not contest**
>
> **14.**—(1) Any writ or other document required to be served for instituting proceedings against a State must be served by being transmitted through the Ministry of Foreign Affairs, Singapore, to the ministry of foreign affairs of that State, and service is deemed to have been effected when the writ or document is received at that ministry.
>
> …



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It was not disputed that the Court Papers were not served in accordance with s 14(1).

19 The definition of "State" is found in s 16(1) of the SI Act, which provides as follows:

> **States entitled to immunities and privileges**
>
> **16.**—(1) The immunities and privileges conferred by Part 2 apply to any foreign or Commonwealth State other than Singapore; and references to a State include references to —
>
> (*a*) the sovereign or other head of that State in his or her public capacity;
>
> (*b*) the government of that State; and
>
> (*c*) any department of that government,
>
> but not to any entity (called in this section a separate entity) which is distinct from the executive organs of the government of the State and capable of suing or being sued.
>
> (2) A separate entity is immune from the jurisdiction of the courts in Singapore if, and only if —
>
> (*a*) the proceedings relate to anything done by it in the exercise of sovereign authority; and
>
> (*b*) the circumstances are such that a State would have been so immune.
>
> …

Section 14 falls within Part 2 of the SI Act.

20 It is clear from s 16(1) of the SI Act that the definition of "State" excludes a "separate entity" (as defined in s 16(1)). If a party is a separate entity, service of process on that party does not have to comply with the procedural requirement under s 14(1). However, a party that is a separate entity would nevertheless still be entitled to sovereign immunity if the conditions in s 16(2) are satisfied. In the present case, the only question was whether NIOC was a



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separate entity for the purposes of s 14(1). No question arose with respect to s 16(2). NIOC confirmed that it was not arguing that it was entitled to state immunity at this juncture.

***Government department or separate entity: legal principles***

21 The dispute in the present case was whether NIOC was a department of the Iranian government or a separate entity. Under s 16(1), a separate entity is defined as an entity that is distinct from the executive organs of the government of the State and capable of suing or being sued. It was common ground that NIOC had separate legal personality and was capable of suing or being sued. The question as to whether NIOC was a separate entity thus depended on whether NIOC was distinct from the executive organs of the Iranian government. The SI Act provides no guidance as to when an entity is distinct from the government.

22 In *Ministry of Trade of the Republic of Iraq v Tsavliris Salvage (International) Ltd* [2008] 2 All ER (Comm) 805 ("*Tsavliris*"), the court cited Andrew Dickinson, Rae Lindsay & James P Loonam, *State Immunity: Selected Materials and Commentary* (Oxford University Press, 2004) at para 4.101 for the following principles (at [64]):

> (a) The characterisation of a party to proceedings as a department of the government of a foreign sovereign State depends not on any single factor, but on a consideration of all relevant circumstances.
>
> (b) The status of the party under the law of its home State is one relevant factor but is not decisive. Nor is the presence of separate legal



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personality itself decisive against characterising a party as a department of government.

(c) A detailed analysis of the constitution, function, powers and activities of the party and of its relationship with the State is likely to be essential. The existence of state control is not, however, a sufficient criterion.

(d) The courts are likely to exercise caution before treating a party having separate legal personality as a department of government.

23 *Tsavliris* was cited with approval by the Singapore International Commercial Court in *Cooperativa Muratori and Cementisti – CMC di Ravenna, Italy v Department of Water Supply & Sewerage Management, Kathmandu* [2025] 4 SLR 983 ("*Cooperativa Muratori*") at [55].

24 It is clear that the existence of state control does not mean that an entity cannot be a separate entity. Similarly, state ownership, the inclusion of senior government officers in the entity's governance structure and the fact that the entity concerned may be said to be exercising sovereign functions are not decisive against characterising a party as a separate entity. In many cases, these factors are likely to be neutral at best. Where a government establishes an entity to carry out some of its functions, it is to be expected that there would be state ownership and control and that the entity's governance structure would include senior government officers or other appointees of the government. The fact that the entity may be said to be exercising sovereign functions is not surprising; it is simply the natural consequence of the government's decision to establish the entity to carry out those functions.



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25 Thus, it has been said that:

(a) The existence of a governmental purpose or motive will not convert what would otherwise be an act of private law into one done in the exercise of sovereign authority: *Playa Larga v I Congreso del Partido* [1983] 1 AC 244 ("*Playa Larga*") at 267A–B.

(b) Constitutional and factual control and the exercise of sovereign functions do not without more convert a separate entity into an organ of the State: *La Generale des Carrieres et des Mines v FG Hemisphere Associates LLC* [2013] 1 All ER 409 ("*Gecamines*") at [29].

26 On the other hand, the existence of separate legal personality is also not decisive against characterising a party as a department of the government. This is clear from s 16(1) of the SI Act itself. A party with separate legal personality satisfies the requirement in s 16(1) that it should be capable of suing or being sued. However, to qualify as a separate entity, s 16(1) requires it to also be distinct from the government.

27 In my view, in determining whether an entity with separate legal personality should be characterised as a separate entity or a government department, it is necessary to consider the reason for, or purpose of, the government's decision to set up that entity with separate legal personality to carry out its functions.

28 It has long been recognised that "State-controlled enterprises, with legal personality, ability to trade and to enter into contracts of private law, though wholly subject to the control of their state, are a well-known feature of the



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modern commercial scene …": *Playa Larga* at 258F. If anything, the use of State-controlled entities with separate legal personality has increased since then.

29 A government may decide to use an entity with separate legal personality for certain activities precisely because it wishes to keep that entity separate and distinct from itself. An important consideration is that a government may not want to be liable for the debts of that entity. An entity with separate legal personality can give guarantees without involving the government. In addition, a government may wish to distance itself from the day-to-day operations of the business, including not getting involved in disputes and litigation arising from the business. An entity with separate legal personality may be better placed to carry out the business activities commercially and avoid bureaucracy. The business may require professional managers and experts who may not be prepared to join a government department.

30 If a government chooses to conduct certain activities through an entity with separate legal personality because it wishes to keep that entity and its operations separate and distinct from itself, there is no reason why that entity should be treated as a department of the government. The government concerned should also not be allowed to subsequently argue otherwise just because it finds it advantageous to do so in a specific case.

31 That the reason for, or purpose of, a government's decision to set up an entity with separate legal personality to carry out its functions is a relevant consideration is also supported by cases.

32 In *Trendtex Trading Corporation Ltd v Central Bank of Nigeria* [1977] QB 529, the English Court of Appeal held that the Central Bank of Nigeria,



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which was established as a separate legal entity, was not a department of the State of Nigeria. Shaw LJ regarded the absence of any clear expression of intent to confer the status of a government department on the bank as a pointer towards the opposite intention (at 564G). Shaw LJ accepted that such an intent could be implied from the statute that constituted the bank and the amending decrees (at 564G–H) but concluded that the bank was not created as a department of the Nigerian government (at 565F).

33 *Gecamines* concerned a corporation ("G") formed by the government of the Democratic Republic of the Congo ("DRC") as a separate juridical entity. In determining whether G was a separate entity or an organ of the DRC State, the Privy Council considered (among other things) the purposes for which the entity was formed (at [29]).

34 In *Taurus Petroleum Ltd v State Oil Marketing Company of the Ministry of Oil, Republic of Iraq* [2016] 2 All ER (Comm) 1037 ("*Taurus Petroleum*"), one of the arguments was that the State Oil Marketing Company of Iraq ("SOMO"), a company with separate legal personality, was an emanation of the State of Iraq. Moore-Bick VP concluded that SOMO was an organisation independent of the State (at [45]). What is relevant for present purposes is that Moore-Bick VP considered the fact that SOMO appeared to have been incorporated specifically for the purpose of acting as a separate commercial entity standing between the State and purchasers of oil and gas (at [43]). The case went on appeal to the UK Supreme Court but the argument that SOMO was an emanation of the Iraqi State was not pursued in the appeal: *Taurus Petroleum Ltd v State Oil Marketing Co of the Ministry of Oil, Republic of Iraq* [2018] AC 690 at [28].



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35 The relevant entity's constitution, function, powers and activities, and its relationship with the State may throw light on the reason or purpose.

36 Although the existence of separate legal personality is not decisive, it is nevertheless an important factor. A decision by a government to establish an entity with separate legal personality to carry out some of its functions suggests that the purpose was to keep that entity distinct from the government, or as Moore-Bick VP put it in *Taurus Petroleum* (at [43]), to act as a separate commercial entity standing between the State and the entity's counterparties. Hence, as the court emphasised in *Cooperativa Muratori*, caution is warranted before a party with separate legal personality is treated as a department of government (at [55]).

37 In *Gecamines*, the Privy Council set a threshold higher than just "caution". The Privy Council stated as follows (at [29]):

> … where a separate juridical entity is formed by the state for what are on the face of it commercial or industrial purposes, with its own management and budget, the *strong presumption* is that its separate corporate status should be respected, and that it and the state forming it should not have to bear each other's liabilities. It will in the board's view take quite extreme circumstances to displace this presumption. …
>
> [emphasis added].

The Privy Council also referred to *First National City Bank v Banco Para El Comercio Exterior de Cuba* 462 US 611 (1983) (at [35]–[38]), in which the Supreme Court of the United States held that duly created instrumentalities of a foreign State are to be accorded a presumption of independent status.

38 The question as to whether there should be a presumption of independent status where the entity set up by the government has separate legal personality



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was not raised in submissions before me. The presumption of independent status has an appealing logic, but I shall refrain from deciding whether it should be adopted as I have not had the benefit of parties' submissions.

***Analysis of the circumstances relevant to NIOC***

39 It was evident that NIOC was set up to manage an important resource that belonged to the State of Iran:

(a) Article 45 of the Iranian Constitution states that public properties and public wealth are at the disposal of the Iranian government for administration in the public interest.[7] Article 2 of the Iranian Petroleum Act of 1987 (Iran) ("Petroleum Act") designates oil resources as public properties and public wealth, and charges the Ministry of Petroleum with responsibility for exercising sovereign rights and public ownership over oil resources.[8]

(b) Article 4 of the Petroleum Act empowers the Ministry of Petroleum to establish companies to carry out oil operations and exploitation.[9] NIOC was incorporated by statute ("NIOC's Constituting Statute") as a joint-stock commercial company with independent legal personality.[10]

(c) Article 5 of NIOC's Articles of Association ("AOA") states that its object is to "manage and steer the incumbency activities and to carry

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7 Pourkabirian's 1st Affidavit, at p 112.

8 Pourkabirian's 1st Affidavit, at p 110.

9 Pourkabirian's 1st Affidavit, at p 110.

10 2nd Affidavit of Dr Mohammad Nayyeri affirmed on 11 February 2026 ("Nayyeri's 2nd Affidavit"), at p 49 (para 126).



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out upstream petroleum and related industries' operations and petroleum trade inside and outside the country in line with fulfilling the policies set forth for resistance economy".[11] Under Article 6, NIOC's tasks include to "study, explore and exploit, develop, produce and protectively extract petroleum resources in accordance to the contract concluded with the Ministry of Petroleum" and to "cooperate with the Ministry of Petroleum in compiling a strategy to protect state petroleum resources".[12]

(d) Pursuant to Article 74 of NIOC's AOA, the general assembly decides the amount to be paid to the Iranian government from NIOC's distributable profits; the balance is considered as capital increase made by the government.[13]

40 It was also evident that the Iranian government controls NIOC:

(a) Article 1 of NIOC's AOA states that NIOC is one of the holding subsidiaries of the Ministry of Petroleum.[14]

(b) Article 4 of NIOC's AOA states that the Iranian government owns all the shares in NIOC.[15] Articles 7–11 provide for certain rights of the government as shareholder, including the right to elect members

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11 Pourkabirian's 1st Affidavit, at p 69. Although the title of the document refers to "Statutes of National Iranian Oil Company", NIOC's Legal Director describes the document as NIOC's AOA (Pourkabirian's 1st Affidavit, at para 21.1).

12 Pourkabirian's 1st Affidavit, at p 70 (Articles 6(1) and 6(8)).

13 Pourkabirian's 1st Affidavit, at p 85.

14 Pourkabirian's 1st Affidavit, at p 69.

15 Pourkabirian's 1st Affidavit, at p 69.



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of NIOC's Board of Directors, and NIOC's independent auditor and legal inspector.[16] Its rights are exercisable at ordinary or extraordinary meetings of the general assembly (whose members represent the Iranian government as shareholder).

(c) Article 28 of NIOC's AOA states that the members of NIOC's Board of Directors are proposed by the Minister of Petroleum and approved by the general assembly.[17]

(d) Pursuant to Articles 1, 5, and 6(1), (3), (10) and (11) of NIOC's AOA, NIOC is required to comply with the Petroleum Act, the terms of the contract(s) between NIOC and the Ministry of Petroleum, the policies for "resistance economy" and the policies of the Ministry of Petroleum relating to certain matters.[18]

(e) A note to Article 5 of NIOC's AOA states that the activities of NIOC with regard to downstream operations and related industries inside and outside the country are subject to approval of the Board of Ministers.[19]

(f) A note to Article 39 of NIOC's AOA states that all "important petroleum contracts" require the confirmation of the Minister of Petroleum.[20] The evidence before me did not explain what "important petroleum contracts" means.

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16 Pourkabirian's 1st Affidavit, at pp 71–73.

17 Pourkabirian's 1st Affidavit, at p 75.

18 Pourkabirian's 1st Affidavit, at pp 69–70.

19 Pourkabirian's 1st Affidavit, at p 69.

20 Pourkabirian's 1st Affidavit, at p 79.



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41 However, in my view, not only were the above not decisive, they were neutral factors. They were as consistent with NIOC being a separate entity as they were with NIOC being a government department. Oil may be an important public resource, but the Iranian government chose to set up NIOC with separate legal personality and to use NIOC to manage this resource. NIOC also retained autonomy over its operations and activities, subject to certain restrictions in its AOA.

42 It would be useful to refer to *Tsavliris* at this juncture. In that case, one of the questions was whether the Grain Board of Iraq ("GBI") was to be regarded as a department of the Iraqi government or as a separate entity under the State Immunity Act 1978 (c 33) (UK), which contained provisions similar to ss 16(1) and (2) of the SI Act (see [19] above). GBI was incorporated by law and its main function was to purchase the "grains necessary for citizens [of Iraq]" without any requirement to make a profit. It was State-owned; its capital was determined by the Iraqi Council of Ministers; it could not be liquidated save by a resolution by the Council of Ministers; its activities were controlled by the Board of Supreme Audit and its employees were hired in accordance with the law governing the civil service. However, these circumstances did not stop the court from deciding that GBI was a separate entity (at [68]).

43 In my view, other circumstances pointed to NIOC being a separate entity rather than a government department:

(a) Article 1 of NIOC's AOA describes NIOC as a "holding subsidiary" of the Ministry of Petroleum and emphasises the fact that NIOC has "a legal character".[21] Article 3 empowers NIOC to establish

[21] Pourkabirian's 1st Affidavit, at p 69.



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branches and agencies in Iran or abroad.[22] Both Articles show that NIOC was set up to be and was treated as a separate entity.

(b) Article 6(1) of NIOC's AOA provides that NIOC is to study, explore, exploit, develop, produce and extract petroleum resources "in accordance to the contract concluded with the Ministry of Petroleum".[23] The fact that the Ministry of Petroleum deemed it necessary to enter into a contract with NIOC showed that the Ministry of Petroleum treated NIOC as a separate entity.

(c) The descriptions of NIOC's tasks in Article 6 of NIOC's AOA[24] point to NIOC undertaking the tasks as a separate entity rather than as a government department. In particular, NIOC is to:

(i) conclude contracts with local and foreign entities (Article 6(2));

(ii) purchase, rent *et cetera* pipelines, devices, installations and communicative equipment (Article 6(4));

(iii) register patents "belonging to [NIOC]" and acquire rights to exploit inventions, industrial projects and technical knowledge belonging to third parties (Article 6(5));

(iv) make independent or joint investments inside and outside Iran (Article 6(10));

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22 Pourkabirian's 1st Affidavit, at p 69.

23 Pourkabirian's 1st Affidavit, at p 70.

24 Pourkabirian's 1st Affidavit, at pp 70–71.



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(v) direct and administer subsidiary secondary companies (Article 6(11));

(vi) grant facilities and guarantees (Article 6(12));

(vii) transfer some part of the object of NIOC to national or international legal entities (Article 6(19)); and

(viii) establish, merge, dissolve, demerge and transfer secondary subsidiaries of NIOC inside or outside Iran (Article 6(20)).

(d) Under Article 29 of NIOC's AOA, *no less than two-thirds* of principal and alternate members of its Board of Directors must have (i) a Master's degree in financial management, law or economy, which is related to petroleum, or a bachelor's degree in a specialised technical and engineering degree relating to the petroleum sector, and (ii) a minimum of 15 years' experience in the petroleum industry out of which, a minimum of five years must have been in managerial positions.[25]

(e) NIOC has its own budget, which is approved by the Board of Directors (Article 33(4) of NIOC's AOA)[26] and by the general assembly (Article 18 of NIOC's AOA).[27] After approving the budget, the general assembly is to provide the budget to the Ministry of Petroleum "to go through legal formalities". It is not clear what these legal formalities were. Nevertheless, the fact remained that NIOC has its own budget.

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25 Pourkabirian's 1st Affidavit, at pp 75–76.

26 Pourkabirian's 1st Affidavit, at p 77.

27 Pourkabirian's 1st Affidavit, at p 73.



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(f) There was nothing that suggested that the conduct of the day-to-day operations of NIOC is dictated by the Ministry of Petroleum or, for that matter, the Board of Directors. Articles 52 and 53 of NIOC's AOA provide that a managing director is responsible for NIOC's operations and performance and he answers to the Board of Directors.[28] The managing director thus has autonomy over NIOC's operations and performance subject to such limits as may be imposed by the Board of Directors or NIOC's AOA.

(g) Article 55 of NIOC's AOA provides for NIOC to be audited by *its own* independent auditor and legal inspector.[29]

(h) The Iranian government is not liable for NIOC's debts, as confirmed in an opinion of the Legal Affairs Department of the Iranian Judiciary, which states as follows:[30]

> The Law on the Method of Payment of Judgement Debts by the State and the Non-Provision and Non-Seizure of State Property, adopted in 1365 (1986), applies exclusively to ministries and State institutions. State-owned companies do not fall within the scope of that law.

44 As for the Iranian government's reason for establishing NIOC as an entity with separate legal personality, NIOC did not adduce any evidence of the same. However, in my view, the circumstances discussed in [43] above were sufficient evidence that the Iranian government's intention was for NIOC to exist and to operate as a separate entity rather than as a government department.

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28 Pourkabirian's 1st Affidavit, at pp 81–82.

29 Pourkabirian's 1st Affidavit, at p 82.

30 Nayyeri's 2nd Affidavit, at pp 47–48 (para 121).



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In particular, the study, exploration, exploitation, development, production and extraction of petroleum resources involve complex commercial activities and contracts. I agreed with the Crescent Parties' submission that the Iranian government set up NIOC as a separate entity because it wanted liabilities arising from NIOC's activities to be limited to NIOC.

45 In any event, having considered all the circumstances, and bearing in mind the need to exercise caution in view of NIOC's separate legal personality (see [22(d)] and [36] above), in my judgment, NIOC was clearly set up to be distinct from the executive organs of the Iranian government. The evidence showed that the relationship between NIOC and the Ministry of Petroleum was that of an autonomous subsidiary and parent entity (albeit subject to certain limits imposed by the Ministry of Petroleum), instead of a department of the Ministry of Petroleum.

46 Accordingly, I found NIOC to be a separate entity for the purposes of the SI Act and that the procedural requirements as to service in s 14(1) of the SI Act did not apply.

***Cases relied on or referred to by NIOC***

47 NIOC relied on *Baccus SRL v Servicio Nacional del Trigo* [1957] 1 QB 438 ("*Baccus*") and *Kensington International Ltd v Republic of the Congo* [2006] 2 BCLC 296 ("*Kensington*").

48 In *Baccus*, the majority in the English Court of Appeal (comprising Jenkins and Parker LJJ) held that the defendant was a department of the State of Spain, notwithstanding that it was a corporate body and a separate legal entity. However, *Baccus* was clearly distinguishable. In that case, the defendant



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was established as a department of the Spanish government, as can be seen from the following evidence (at 441):

> (a) Article 2 of the decree, which established the defendant, expressly stated that the defendant was created "as a department of the Commission of Agriculture and Agricultural Labour, of the … provisional Spanish nationalist government".
>
> (b) Article 2 of another decree, which organised the Ministry of Agriculture, stated that the defendant was a "direct department of the under-secretariat" of the Ministry of Agriculture.
>
> (c) The defendant was subsequently reorganised by order of the Ministry of Agriculture and Article 2 of the order again expressly described the defendant as "an organisation which is a department of the Ministry of Agriculture …".

49 The majority in the Court of Appeal (comprising Jenkins and Parker LJJ) thus found that the evidence showed that the defendant was formed as a department of State (at 465 and 472). In the present case, there was nothing in NIOC's Constituting Statute or AOA that states that NIOC is a department of the Ministry of Petroleum or the Iranian government.

50 In *Kensington*, the claimant obtained four judgments against the Republic of the Congo. The claimant sought to enforce its judgments by attaching debts owed by a third party to, among others, an entity called Coltrade, which was wholly owned by Societe National des Petroles du Congo ("SNPC"). SNPC was an oil company owned by the Congolese State. The claimant contended that the debt due from the third party to Coltrade was in reality a debt



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due to the Congo because Coltrade and SNPC were part of the Congolese State (at [7]).

51 SNPC was an industrial and commercial public corporation placed under the supervision of the Minister of Oil and subject to the control of the Public Accounts Court (at [44]). It was incorporated by Law 1–98 of 23 April 1998 ("Law 1–98"). Under Article 4 of the Law 1–98, SNPC's purposes included the following (at [45]):

> i) to engage *on behalf of the Congo* directly, through subsidiaries or in connection with foreign partners, in all operations of production, treatment, transformation, value adding and transportation of liquid or gaseous oil, in Congo or abroad;
>
> …
>
> iii) to undertake *on behalf of the Congo* all operations of investment or management and audit in the gas and oil sector;
>
> …
>
> vi) to hold and manage, *on behalf of the Congo*, all the assets, rights, direct and indirect, whatever their nature, held originally by Congo …
>
> [emphasis added]

Article 2 of SNPC's byelaws were to similar effect (at [46]). Article 37 of SNPC's byelaws provided that it was subject to the financial and economic control by the State (at [47]).

52 The court found that SNPC was controlled by the Congo and acted on its behalf in exploiting its oil (at [51]), and that SNPC was part of the Congolese State and had no existence separate from the State (at [55]). The court's decision was influenced by the fact that under the Congolese legislation and SNPC's byelaws, SNPC's purposes were to undertake the exploitation of the Congo's



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oil reserve *on behalf of the Congo*, to hold that State's oil related assets *on behalf of the State* and that it was under the financial and economic control of the State with its officers being government appointees (at [55]).

53 As Lord Mance pointed out in *Gecamines* at [32], the facts in *Kensington* were extreme and the findings made probably amounted to a conclusion that SNPC had no real separate or distinct existence at all.

54 Therefore, *Kensington* was also distinguishable. In the present case, NIOC's Constituting Statute and AOA do not state that it has to carry out its activities or to hold its assets on behalf of the Iranian government. Instead, Article 6 of NIOC's AOA points to NIOC acting on its own behalf.

55 During oral submissions, NIOC also referred to *Oil Field of Texas, Inc. v The Government of the Islamic Republic of Iran*, Case No 43, Interlocutory Award No ITL 10-43-FT (9 December 1982) ("*Oil Field of Texas*"), a case before the Iran-United States Claims Tribunal ("Claims Tribunal"). The Iranian government and NIOC were the first and second respondents, respectively. The Claims Tribunal found that NIOC was an "agency or instrumentality" of Iran and that Iran was responsible for NIOC's liabilities. However, this finding was based on the Declaration of the Government of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Government of the Islamic Republic of Iran ("Claims Settlement Declaration").

56 Article VII, paragraph 3 of the Claims Settlement Declaration defined "Iran" as follows:



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> 'Iran' means the Government of Iran, any political subdivision of Iran, and any agency, instrumentality, or entity controlled by the Government of Iran or any political subdivision thereof.

57 Therefore, the finding in *Oil Field of Texas* was not relevant to the present case. NIOC clarified during oral submissions that it referred to *Oil Field of Texas* only for the Claims Tribunal's finding that the Iranian government controlled NIOC. However, the finding regarding control was of little assistance to NIOC in the present case. The fact that NIOC is controlled by the Iranian government was not really disputed, and in any event, was not decisive (see [41] above).

58 Interestingly, I note that in *Oil Field of Texas*, the Iranian government and NIOC contended that NIOC was *not* a branch of the government or a political subdivision thereof (at p 4). NIOC's contention in the present case (that it was a department of the Iranian government) was at odds with the position that it took in *Oil Field of Texas*.

59 For completeness, I note that the Crescent Parties applied to the United States District Court for the District of Columbia to confirm the Remedies Award, which is the subject-matter in the present case: *Crescent Petroleum Company International Limited v National Iranian Oil Company*, No. 22-cv-1361 (JMC), 2024 WL 1885498 (D.D.C. April 30, 2024). NIOC failed to appear in that case. The District Court granted the Crescent Parties' motion for default judgment and confirmed the Remedies Award. The District Court found (among other things) that NIOC was an agency or instrumentality of Iran but was not immune from suit in the United States under the arbitration exception in the Foreign Sovereign Immunities Act 28 USC (US) §§ 1602–1611 (1976) ("FSIA").



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60 Under §1603(b) of the FSIA:

> An 'agency or instrumentality of a foreign state' means any entity—
>
> > (1) which is a separate legal person, corporate or otherwise, and
> >
> > (2) which is an organ of a foreign state or political subdivision thereof, or a majority of whose shares or other ownership interest is owned by a foreign state or political subdivision thereof, and
> >
> > (3) which is neither a citizen of a State of the United States as defined in section 1332 (c) and (d) of this title, nor created under the laws of any third country.

61 The US District Court's finding that NIOC was an agency or instrumentality of Iran was clearly irrelevant to the present case. Under the FSIA, an entity can be an agency or instrumentality of a foreign state even though it is not distinct from the executive organs of the foreign state. In the present case, s 16 of the SI Act made it clear that the term "State" excluded any entity which is distinct from the executive organs of the government. The issue in the present case was thus whether NIOC was distinct from the executive organs of the Iranian government. If it was, it could not be a department of the Iranian government.

**Whether service effected on NIOC was contrary to Iranian law**

62 Order 8 r 1 of the ROC 2021 provides that service of an originating process or other court documents out of Singapore requires the court's approval. Order 8 r 2(1) provides the methods of service out of Singapore. Order 8 r 2(6) provides that "[n]othing is to be done under this Rule that is contrary to the laws of the foreign country".



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63 Under ORC 975, one of the methods for service of the Court Papers on NIOC was by registered post or courier service to NIOC's HQ. The Crescent Parties effected service of the Court Papers on NIOC by sending the Court Papers by recorded mail (*ie*, registered post) to NIOC's HQ through the Iranian government's post office. NIOC did not dispute that it received the Court Papers.[31] NIOC's case was that the manner of service was contrary to Iranian law and therefore invalid by reason of O 8 r 2(6) of the ROC 2021.

64 In *Humpuss Sea Transport Pte Ltd v PT Humpuss Intermoda Transportasi TBK* [2015] 4 SLR 625 ("*Humpuss*"), the plaintiff obtained leave to serve its writ of summons out of jurisdiction on the defendants in Indonesia. The plaintiff engaged Indonesian solicitors who effected personal service of the court documents on the defendants at their registered addresses. The defendants did not dispute that they received the court documents but challenged the validity of the service.

65 In *Humpuss*, the applicable rules were the Rules of Court (Cap 322, R 5, 2014 Rev Ed) ("ROC 2014"). Order 11 r 3(2) of the ROC 2014 stated that "[n]othing in this Rule or in any order or direction of the Court made by virtue of it shall authorise or require the doing of anything in a country in which service is to be effected which is contrary to the law of that country".

66 One of the defendants' arguments in *Humpuss* (at [12]) was that the service was contrary to Indonesian law because:

> (a) Under the Memorandum of Understanding between the Indonesian Supreme Court and the Indonesian Ministry of Foreign

[31] Pourkabirian's 1st Affidavit, at para 11.



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Affairs dated 19 February 2013 (No 162/PAN/KH.001II/2013, No NKIH1I01/022013/58) ("MOU"), service could only be effected through the agency of the Indonesian MFA.

(b) Under Indonesian law, service of any originating process (domestic or foreign) must be effected by the court bailiff and could not be done by private agents.

67 The court held as follows:

(a) The MOU was facilitative and not mandatory; there was nothing in the MOU which stated that the method for service as stated in the MOU was the exclusive and mandatory method through which all foreign process in Indonesia must be served (at [64]–[65]). In any event, the MOU was not law; non-compliance would not itself invalidate the service in that case (at [67]).

(b) On the face of it, the provisions relied on by the defendants did not pertain to service of foreign process. This had to be right given that it was common ground that there was no express statutory law which governed the service of foreign process in Indonesia (at [70]).

68 The court held (at [104]) that service would be contrary to foreign law in one of two ways: (a) because it failed to comply with a mandatory manner of service of foreign process prescribed by foreign law; or (b) because it had been effected in a manner specifically prohibited by foreign law.

69 In *Cosmetic Care Asia Ltd v Sri Linarti Sasmito* [2021] SGHC 157 ("*Cosmetic Care*"), the plaintiffs obtained leave to serve the court documents



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on the defendant in Jakarta and leave to effect substituted service by sending copies of the court documents by registered post and/or through WhatsApp. Substituted service was effected on the defendant. The defendant acknowledged receiving copies of the court documents but challenged the validity of the service.

70 The defendant argued as follows (at [152]–[153]):

(a) The only mode of service of foreign process was by way of sending rogatory letters through diplomatic channel, which process had been mandated by the Vienna Convention on Consular Relations (opened for signature on 24 April 1963), 596 UNTS 261 (entered into force 19 March 1967) ("Vienna Convention"). The defendant relied on Article 5(*j*) of the Vienna Convention, which identifies the transmission of judicial documents as a consular function.

(b) The Indonesian MFA and the Indonesian courts had, first in 2013 and subsequently in 2018, enacted a Memorandum of Understanding which set out the procedure for service of foreign court documents in Indonesia.

(c) It could not be right that service of foreign process may be effected in a manner that was different from that in which service of local process may be effected.

71 The court refused to set aside the service that was effected on the defendant (at [167]):

(a) The court agreed with and applied *Humpuss* (at [158] and [166]).



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(b) The court held that there was nothing in Article 5 of the Vienna Convention that addressed service of foreign process or provided that any form of service was mandatory (at [160]).

(c) The court rejected the defendant's argument that service of foreign process should be subject to the same standards as service of local process (at [163]). The court relied on *Humpuss* for the principle that the validity of service out of jurisdiction is to be determined by the *lex fori*, such that provisions of foreign law are only relevant where Singapore law deems compliance with foreign law to be relevant.

72 The applicable rules in *Humpuss* and *Cosmetic Care* were the ROC 2014. However, there was no reason why they should not apply to the present case. Order 8 r 2(6) of the ROC 2021, which applied in the present case, is similar to O 11 r 3(2) of the ROC 2014, which applied in *Humpuss* and *Cosmetic Care*.

73 In the present case, it was common ground that Iranian law does not specifically address how foreign legal documents had to be served in Iran.[32] There was no express provision either providing a mandatory manner of service of foreign process or prohibiting service of foreign process by private means, including recorded mail through the Iranian government post office. Applying *Humpuss* (see [68] above), the service effected on NIOC was not contrary to Iranian law.

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[32] 3rd Affidavit of Candice Li Jin Jie affirmed on 19 February 2026 ("Candice Li's 3rd Affidavit") at p 61 (para 110); Nayyeri's 2nd Affidavit, at p 45 (para 112). An unsigned copy of the affidavit of NIOC's expert (Dr Majid Ghamami) was exhibited in Candice Li's 3rd Affidavit. I note that the actual duly executed version of his affidavit has not been filed to date.



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74 NIOC argued that *Humpuss* and *Cosmetic Care* were distinguishable because in the present case, under Iranian law, service of court processes, whether domestic or foreign, constitutes a judicial act and must be effected by court bailiffs. NIOC relied on the opinion of its expert in this regard.[33]

75 I disagreed with NIOC. In my judgment, the evidence did not establish any mandatory requirement that service of foreign process in Iran must be effected by court bailiffs.

76 NIOC's expert's opinion discussed how service of *domestic* process is effected in Iran at some length and concluded that Iranian law does not recognise service by private means.[34] In my view, the procedural rules for service of domestic process, even if mandatory, were of no relevance in the present case unless there was some provision stating that those rules applied to service of foreign process. However, there was no such provision.

77 With respect to service of foreign process, NIOC's expert's opinion stated as follows:[35]

> 110. There are no specific provisions in the [Code of Civil Procedure for Public and Revolutionary Courts in Civil Matters (Iran) ("CCP")] governing service of foreign court process in Iran. Notwithstanding that the CCP does not specifically address service of foreign court process, I consider that service cannot be effected by private means; this is, again, because service is a judicial act under Iranian law. That is the case whether the court documents being served are domestic or foreign. As I stated above, the CCP provides a minimum standard which parties must meet.

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33 Candice Li's 3rd Affidavit, at pp 6–485.

34 Candice Li's 3rd Affidavit, at pp 53–54 (paras 74–79).

35 Candice Li's 3rd Affidavit, at pp 61–62.



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> 111. Because service of foreign (or domestic) court documents is a judicial act, service must not contravene mandatory procedural rules including, for example, Article 75 of the CCP (as discussed above).

78 Service of process becomes a judicial act if the applicable laws require it to be effected by a court bailiff or some other court-appointed officer, to the exclusion of private means. NIOC's expert's opinion that service of *domestic* process was a judicial act was supported by the rules in the CCP that required service to be effected by the court bailiff. However, there were no similar provisions or rules with respect to service of foreign process. As NIOC's expert stated in his opinion, there were no specific provisions in the CCP governing service of foreign process in Iran. Therefore, there was nothing to support his assertion that service of foreign process was a judicial act.

79 In any event, NIOC's expert's opinion was (as he stated clearly at para 111 of his opinion) that the fact that service was a judicial act meant that service must not contravene mandatory procedural rules. The question then was: what were the mandatory procedural rules that service of *foreign process* had to comply with?

80 Despite his reference to "mandatory procedural rules" and his reference to Article 75 of the CCP as one example of such rules, NIOC's expert's opinion did not in fact refer to any other mandatory procedural rule that expressly applied to service of foreign process.[36] As for Article 75 of the CCP, that Article provides that in actions relating to (among others) institutions owned (wholly or partly) by the government, "notice of process and its attachments shall be served upon the head of the registry office … or his/her deputy, and a receipt

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[36] Candice Li's 3rd Affidavit, at pp 62–66 (paras 111–119).



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shall be obtained on the first copy".[37] Article 75 also provides that refusal to accept the notice of process and failure to issue a receipt constitute a breach of official duty, which attracts penalties under the Law on Administrative Offences (Iran).

81 However, Article 75 of the CCP applies to service of *domestic* process. As stated earlier, NIOC's expert agreed that Iranian law was silent on service of foreign process in Iran. It was not apparent from NIOC's expert's opinion how Article 75 constituted a "mandatory procedural rule" that applies to service of foreign process in Iran. On the evidence before me, there was no basis for the assertion that Article 75 was a mandatory procedural rule that the Crescent Parties had to comply with for service of the Court Papers on NIOC.

82 In his opinion, NIOC's expert also referred to Article 11 of the Directive on Extradition of Criminals and International Judicial Assistance 2013 ("2013 Directive"), which provides that "[r]equests for legal assistance received from foreign countries … will be processed through the General Directorate of International Affairs of the Judiciary …".[38] NIOC's expert acknowledged that the 2013 Directive addresses extradition requests and judicial assistance but claimed that:[39]

> … in practice, and in accordance with the rule of reciprocity noted above, the approach to legal assistance set out in Article 11 extends to encompass service of foreign proceedings in Iran where requests for service are made by the foreign Court. …

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37 Candice Li's 3rd Affidavit, at p 58 (para 91).

38 Candice Li's 3rd Affidavit, at p 62 (para 112).

39 Candice Li's 3rd Affidavit, at p 62 (para 113).



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NIOC's expert offered no evidence supporting the alleged practice. In any event, "practice" did not constitute a mandatory rule.

83 NIOC's expert also referred to guidance issued by the Service Bench of the Iranian government, which states:[40]

> … The serving of judicial documents that are sent through foreign embassies to recipients inside the country reaches the Personal Records and Status Department, and this department notifies the recipient through the General Directorate of International Affairs of the Judiciary, and this will be reported to the embassy.

However, this is merely guidance. NIOC's expert did not explain how this constitutes a mandatory procedural rule.

84 NIOC's expert next asserted that the use of diplomatic means to serve foreign process was not unusual and was commonplace in the world, including in the UAE and Qatar.[41] This assertion was of course irrelevant to the question as to whether service of foreign process in Iran by private means was contrary to Iranian law.

85 The Crescent Parties' expert's opinion was that:

(a) There is no express statutory provision in Iranian law that governs the service of foreign process in Iran.[42]

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40 Candice Li's 3rd Affidavit, at pp 62–63 (para 114).

41 Candice Li's 3rd Affidavit, at pp 64–65 (paras 117–118).

42 Nayyeri's 2nd Affidavit, at p 44 (para 108).



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(b) Iranian law does not prohibit the use of alternative methods such as personal service, registered post or courier service for service of foreign process in Iran.[43]

86 It was clear from the evidence before me that Iranian law did not prescribe any mandatory manner of service of foreign process or specifically prohibit service of foreign process by private means. Therefore, I found that the service of the Court Papers on NIOC was not contrary to Iranian law (see [73] above).

**Extension of time for NIOC to apply to set aside Permission Order**

87 As stated in [10] above, the Judge made the Permission Order on 19 February 2025. Pursuant to the Permission Order, any application by NIOC to set aside the order had to be made within 14 days after service of the order or such other period as the court may fix. No other period has been fixed by the court.

88 The Permission Order was served (as part of the Court Papers) on NIOC in April 2025 (see [14] above). NIOC did not file any application to set aside the Permission Order within the prescribed time period. This was understandable as NIOC was challenging the validity of the service on it. As my decision in SUM 1392 upheld the validity of the service on NIOC, NIOC sought an extension of two months and 14 days from the date of my decision for it to file its application to set aside the Permission Order.

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[43] Nayyeri's 2nd Affidavit, at p 65 (para 184).



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89 NIOC's explanation for the long period of extension sought was that the war in Iran caused difficulties in communications between NIOC and its lawyers in Singapore. However, the war in Iran started in late February 2026. NIOC was served in April 2025. It filed SUM 1392 on 16 May 2025. Clearly, NIOC had ample time to prepare its application to set aside the Permission Order for filing in the event it failed in its challenge against the validity of service. If NIOC chose not to do so, that was not good enough reason for the extension of two months and 14 days sought by it.

90 I agreed with the Crescent Parties that there was no reason why NIOC should be given more than 14 days from the date of my decision in SUM 1392 to make its application to set aside the Permission Order. Accordingly, I granted NIOC an extension of 14 days from 27 July 2026 (the date of my decision in SUM 1392) to file and serve its application to set aside the Permission Order.

**Conclusion**

91 For the above reasons, I dismissed NIOC's application in SUM 1392 for the declarations regarding service of the Court Papers on it (see [15] above) and granted NIOC an extension of 14 days from 27 July 2026 (the date of my decision in SUM 1392) to file and serve its application to set aside the Permission Order. I ordered NIOC to pay costs fixed at $22,000 plus disbursements to be fixed by me if not agreed.

Chua Lee Ming
Judge of the High Court



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Thio Shen Yi SC, Tan Han Ru Amelia and Ong Pei Qi Stasia (TSMP Law Corporation) for the applicants;
Jimmy Yim Wing Kuen SC, Sharon Ki Su Jon, Chloe Shobhana Ajit and Swan Low Yu Song (Drew & Napier LLC) for the respondent.

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