

## **Issue No:8**

**Dear All,**

**Greetings to you all,**

### **CASE STUDY**

**COURT** : **IN THE HIGH COURT AT SINGAPORE**

**Parties to the Case** : **P.T.Tri-M.G. Intra Asia Airlines Vs Norse Air Charter Limited**

**Case No.** : **Suit No. 574/2008, SUM 3972/2008**

**Judgment dated** : **12.01.2009**

**Judge** : **Darius Chan AR**

The question relating to the applicability of dispute resolution clause in an agreement where there is a clause to resolve dispute by arbitration and another clause to resolve dispute through Court was considered by the High Court at Singapore. The relevant clause in the said case is as follows:

#### Clause 15 ARBITRATION

All disputes under this Agreement shall be submitted for resolution by arbitration pursuant to the Rules of conciliation and Arbitration of the International Chamber of Commerce in effect as of the date any dispute arose.

#### Clause 22 GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed and construed in accordance with the laws of The Republic of Singapore.

22.2 Each of the parties to this Agreement agrees for the exclusive benefit of the others (sic) that the courts of The Republic of Singapore shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with any Governing Document (respectively "Proceedings" and "Disputes") and, for such purposes irrevocably submits to the jurisdiction of such courts.

The Singapore High Court after going through a catena of judgments, has found that the arbitration clause is valid when other clause could be applied only in relation to supervisory jurisdiction of the Singapore Courts over the arbitration.

### **Humor in Court**

**Avista Management v. Wausau Underwriters Insurance**

U.S. Dist. Court Mid. Dist. Fla. (June 6, 2006)

**Rock, Paper, Scissors - I Win!** In a case where a hotel investment firm sued an insurance company for allegedly not paying an insurance claim fast enough after Hurricane Charley, attorneys for the parties seemed at odds with each other from the get-go. When it came down to where to depose a witness, the attorneys would do no better. Not being able to select a location between themselves, the court was asked to intervene. U.S. District Judge Gregory A. Presnell was not amused. After chastising the attorneys for not being able to agree on even the most simplest of things, Judge Presnell issued his written ruling:

"[T]he Court will fashion a new form of alternative dispute resolution, to wit: at 4:00 P.M. on Friday, June 30, 2006, counsel shall convene at a neutral site agreeable to both parties. If counsel cannot agree on a neutral site, they shall meet on the front steps of the [Courthouse]. Each lawyer shall be entitled to be accompanied by one paralegal who shall act as an attendant and witness. At that time and location, counsel shall engage in one (1) game of 'rock, paper, scissors.' The winner of this engagement shall be entitled to select the location for the 30(b)(6) deposition to be held somewhere in Hillsborough County during the period July 11-12, 2006."

\*\* The two lawyers met on June 7, 2006, a day later, and agreed to the location for the deposition, making the game unnecessary. For fear of being held in contempt of court, defense counsel filed a motion asking the judge to call the game off. Plaintiff's counsel joined in the motion. The judge vacated his previous ruling with the following, "With civility restored (at least for now), it is ordered that the motion is granted."

### **Up Coming Events:**

**CNICA and CNICA Mediation Center at Kanyakumari District is to be inaugurated shortly.**

**We appreciate your inputs, suggestions and contributions in this regard. We welcome all to send their articles and we shall publish the same. We shall also appreciate if you could furnish us the email address of persons who would be interested in receiving our email.**

**Regards**

**G.Ashokapathy  
Secretary,  
CNICA.**