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CASE LAW ON UNCITRAL TEXTS
(CLOUT)

Contents

INTRODUCTION

This compilation of abstracts forms part of the system for collecting and disseminating information on court decisions and arbitral awards relating to Conventions and Model Laws that emanate from the work of the United Nations Commission on International Trade Law (UNCITRAL). Information about the features of that system and about its use is provided in the User Guide (A/CN.9/SER.C/GUIDE/1). CLOUT documents are available on the website of the UNCITRAL Secretariat on the Internet (http://www.un.or.at/uncitral).

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V.98-51842

CASES RELATING TO THE UNCITRAL MODEL ARBITRATION LAW (MAL)

Case 207: MAL 33(1)
Singapore: Singapore International Arbitration Centre (SIAC) (Lawrence Boo, Presiding Arbitrator)
6 February 1998; SIAC Arb. no. 6 of 1996
Original in English
Unpublished

The respondents succeeded in an arbitration and were awarded costs to be assessed by the Presiding Arbitrator. In the subsequent assessment of costs, the respondents were awarded S$177,500 for costs and S$4,163 for disbursements. The respondents later realized that they had omitted to include in their certificate of costs, disbursements in the sum of S$25,690.00 representing the costs of survey reports prepared by the respondents' witnesses and their fees for attendances at the arbitration hearing. They applied for a correction of the award for costs to include this amount.

The claimant argued that the words "to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature" in SIAC Rule 28.1 (similar to Article 33(1) MAL) are narrower than the term "accidental slip or omission" used in the Arbitration Act Chapter 10 [1980 edition], which English courts had interpreted to include even errors in a bill of costs due to a mistake by solicitors representing a party (See Chessum Chessum & Sons v. Gordon [1901] 1 King's Bench (English Law Reports) 644).

The Presiding Arbitrator held however that the words in SIAC Rule 28.1 (Article 33(1) MAL) were in substance not narrower than the term "accidental slip or omission" in that an error in computation would include miscalculations, use of wrong data in calculations, omission of data in calculations and a clerical or typographical error would include mistakes made in the course of typing or drafting the award. The term "errors of a similar nature" if read as meaning errors of the "same kind" would also include errors or mistakes of commission as well as of omission which had been inadvertently made or had never been intended by the tribunal. Accordingly, the Presiding Arbitrator considering that Article 33 MAL was best understood as used in contradistinction to errors of judgement, whether of law or of fact, for which a tribunal is not empowered to correct, held that it had jurisdiction to correct the certificate of costs.

Case 208: MAL 1(3)(b)
Singapore: High Court (Mr. Christopher Lau, Judicial Commissioner)
27 May 1996
Vanol Far East Marketing Pte. Ltd. v. Hin Leong Trading Pte. Ltd.
Original in English
Published in English: [1997] 3 Singapore Law Reports 484

The claimant contracted to buy 50,000 metric tonnes of fuel oil from the respondent on f.o.b. terms for delivery Yosu, South Korea. The vessel nominated by the claimant to receive the cargo allegedly exceeded the allowed loading time and the claimant requested demurrage. However, that request was dismissed in arbitration and the claimant applied for leave to appeal to the High Court. The respondent raised a preliminary objection to the effect that the High Court had no jurisdiction to review the award since it resulted from an "international" arbitration falling within the International Arbitration Act, 1994, which enacts MAL.

Both parties had their places of business in Singapore and Singapore law was the governing law of the contract. The payment and nomination obligations were performed in Singapore. However, the other parts of the contract, i.e., providing the cargo, the tendering of notice of readiness, the transfer of risks and the loading operations were all performed in Yosu, Korea. Further, the demurrage claimed was alleged to have been incurred at loading port Yosu, Korea.

Applying Section 5(2) of the International Arbitration Act, 1994 (Article 1(3)(b) MAL) the High Court held that the place of substantial performance of the contract as well as the place with which the subject matter of the dispute was most closely connected was Yosu, Korea. Accordingly, the arbitration being an "international" arbitration, the High Court rejected the application for leave to appeal.

II. ADDITIONAL INFORMATION

Corrigenda

Document A/CN.9/SER.C/ABSTRACTS/14 (French text only)

On page 10, the entry under "Décisions 159 et 160", the name "Morán Bivio" *should read* "Morán Bovio".

Document A/CN.9/SER.C/ABSTRACTS/14
(Arabic, Chinese, English, French, Russian and Spanish texts)

The language entry in the case caption to case 199 *instead* of "Original in French" *should read* "Original in German".

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