新加坡國際商業法庭

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司法管轄權

新加坡國際商業法庭（SICC）於2015年成立，作為普通庭轄下的分庭，審理國際商業糾紛。如申索在性質上屬國際性及商業性，而當事人已藉書面協議接受其管轄，或案件由普通庭移交，SICC便具有司法管轄權。自2022年起，其司法管轄權延伸至國際破產、重組及解散程序，包括根據示範法作出的承認，以及具跨境元素的債務償還安排計劃。[1] 如當事人的營業地點位於不同國家、履行地或標的物位於新加坡以外，或當事人同意糾紛屬國際性，該糾紛便屬國際性。楚格基金會與新加坡私人有限公司之間的代幣糾紛，基於第一項理由即符合資格。

當事人為何選擇SICC

SICC的法官包括來自普通法及大陸法司法管轄區的國際法官，因此案件可能由一個包括受瑞士或德國法律訓練成員的審判庭審理。它容許在法庭登記的外國律師在「離岸案件」（即與新加坡沒有實質聯繫的案件）中出庭，並可在任何案件中就外國法向法庭陳詞。它准許當事人協議以陳詞方式確定外國法而無須專家證據，從而縮短涉及瑞士法的審訊。它容許當事人選擇不適

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用新加坡證據規則，而改用協定的規則，例如《國際律師協會取證規則》（IBA Rules on the Taking of Evidence）。其判決可作為新加坡高等法院的判決強制執行，在相互強制執行法規及《海牙選擇法院協議公約》下具有相同的效力範圍。[2]

SICC審理的科技糾紛日益增多，並已就涉及數碼資產的案件發布指引，包括在聆訊中使用科技及處理帳本證據的指引。其上訴架構容許在獲准許時向上訴法院上訴，並可藉協議排除或限制上訴，令當事人對訴訟所需時間有確定性。

跨境視角

就瑞士與新加坡之間的合約而言，把糾紛交由SICC審理的條款，比蘇黎世商事法院（Handelsgericht）條款及新加坡國際仲裁中心（SIAC）條款都更具優勢。與蘇黎世相比，它可提供針對第三方交易所的臨時濟助、普通法的披露制度，以及瑞士會根據《瑞士聯邦國際私法》（IPRG/PILA）第25條及其後條文承認的判決。與仲裁相比，它可提供具有先例價值的公開判決、可度身訂造的上訴權，以及可把第三方加入訴訟的法院。它相對於仲裁的缺點，是在新加坡及海牙公約締約國以外的可強制執行性，因此選擇取決於交易對手的資產所在地。在瑞士擁有資產的瑞士交易對手，適合採用SICC條款。資產位於只加入《紐約公約》的國家的交易對手，則較適合採用SIAC。

註釋

1. Supreme Court of Judicature Act 1969，第18A至18M條，以及Singapore International Commercial Court Rules 2021，Singapore Statutes Online。 ↩
2. Singapore International Commercial Court Rules 2021，第1號命令第2條規則（定義）、第3號命令（離岸案件及外國律師）、第16號命令（外國法），Singapore Statutes Online。 ↩

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