

DLS v DLT

Citation: 2025 SGHC 61

Facts of the case

This case involved the distinction between an ‘award’ that is susceptible of being set aside, and an ‘order or direction’ for interim measures that is not susceptible of being set aside. In DLS v DLT (2025), the Singapore High Court confirmed that only final, binding decisions are considered for arbitral awards under the International Arbitration Act (IAA), interim orders are only temporary and can be subject to change. It has been said that when determining whether a decision is a ‘final award or an interim order,’ the actual nature of the decision is what matters the most not just the label it is given.

Issues

1. Does the challenged decision finally determine any substantive rights between the parties, thereby making it an award?
2. Can an interim, or modifiable order be regarded as an arbitral award under the IAA?
3. Should the nature of the decision or the given to it determine whether it constitutes an award?

Arguments

Claimant (arguing the decision is an award)

It is important that a decision has an impact. The tribunal decision the parties’ substantive rights and therefore should be treated as an arbitral award under the IAA. Even if termed “interim”, the decision core issue and thus qualifies as an ‘interim award.’ The tribunal itself labelled the decision as an interim award, which indicates an intention to create binding legal consequence. The order materially influenced the course of the proceeding and the relative’s position of the parties justifying judicial review.

Respondent (arguing the decision is not an award)

Lack of finality the decision is not final or binding; the tribunal expressly retained the power to revise, alter, or revisit it. No resolution of substantive rights the challenged decision deals only with procedural or case management matters and does not finally determine any substantive claims. Label is irrelevant, the name applied by the tribunal, whether ‘interim award’ or ‘order,’ does not determine its legal nature; substance prevails over form. IAA seeks to limit challenges to interim measures, allowing court challenging against interim or revisable orders which would undermine the efficiency and autonomy of arbitration proceedings.

Court-Focused (aligned with judicial reasoning)

Finality is the essence of an award. A decision must finally dispose of an issue in dispute to qualify as an arbitral award. Revisable or provisional orders cannot be awards Decisions that remain subject to change by the tribunal are inherently non-final and fall outside the definition of awards. Functional approach the court must examine the functional nature and effect of the decision rather than the tribunal’s terminology policy of minimal judicial intervention. The IAA is designed to prevent fragmentation and delay caused by premature challenges to interim decisions.

Judgement

The Singapore High Court held that the arbitral tribunal's decision was not an arbitral award under the International Arbitration Act (IAA). It was only an interim, provisional order. The decision lacked finality and it did not finally determine any substantive rights or issues between the parties. The tribunal retained the power to revise, vary, or revisit the decision; interim orders are not awards. A ruling that remains provisional and revisable cannot qualify as an "award" under the IAA. Only decisions that finally dispose of a claim or issue are considered awards. Even though one party argued that the tribunal "labelled" it an award, the court stressed that the label does not matter. Premature challenges not allowed; allowing challenges to interim decisions would undermine arbitration efficiency and contradict the policy of minimal court intervention.

Conclusion

The case of DLS v DLT strengthens the legal landscape by confirming that only final, binding, and dispositive decisions qualify as arbitral awards under the IAA. Interim and revisable orders cannot be treated as awards, ensuring that arbitration remains efficient and insulated from unnecessary judicial intervention.

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