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CONSOLIDATION UNDER THE SIAC RULES 2025

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ABSTRACT

Consolidation has become an increasingly important procedural tool in international arbitration as commercial transactions grow more complex and involve multiple parties and interconnected agreements. In many modern cross-border projects, particularly in sectors such as construction, infrastructure, and finance, disputes often arise from a network of related contracts that form part of a single commercial relationship. When such disputes are resolved through separate arbitral proceedings, it can lead to duplication of evidence, higher costs, procedural delays, and the risk of inconsistent findings by different tribunals. Consolidation seeks to address these challenges by allowing related arbitrations to be brought together and decided within a single proceeding, thereby promoting efficiency and coherence in dispute resolution. In this context, arbitral institutions have gradually developed rules that enable consolidation while attempting to maintain the core principles of arbitration, particularly party autonomy and procedural fairness. The Singapore International Arbitration Centre (SIAC) Arbitration Rules 2025 represent a significant development in this regard by refining the framework governing consolidation and introducing mechanisms to manage complex disputes involving multiple parties and agreements. This paper examines the consolidation framework under the SIAC Rules 2025 and analyses how the rules attempt to balance procedural efficiency with the rights of parties participating in arbitration. It also considers the practical implications of consolidation in international arbitration and highlights certain legal challenges that may arise, particularly in relation to tribunal constitution and the enforcement of awards.

Keywords: Consolidation, SIAC Arbitration Rules 2025, Multi-Party Arbitration, Party Autonomy

I. INTRODUCTION

The architecture of international commerce has evolved over the last three decades. The traditional archetype of arbitration with a bilateral dispute arising from a single contract between two parties has largely been supplanted by multi-layered, multi-party transactions. Modern infrastructure projects, complex financial instruments, and cross-border joint ventures invariably involve webs of interrelated contracts and diverse stakeholders. In this environment, the procedural isolation of disputes creates significant risks of fragmented proceedings, duplicated costs, and the “scandal” of inconsistent findings on identical facts.

Responding to these commercial realities, the Singapore International Arbitration Centre (SIAC) released the 7th Edition of its Arbitration Rules (SIAC Rules 2025), which came into force on 1 January 2025. These rules represent a definitive milestone in the institutional management of complex disputes. Developed through extensive public consultation, the SIAC Rules 2025 introduce refined mechanisms for Consolidation¹ and a novel framework for Coordinated Proceedings.²

This article analyses the structural innovations of the SIAC Rules 2025 regarding consolidation. It examines the rationale behind these mechanisms, the technical operation of the new rules, and the balance struck between procedural efficiency and the fundamental tenet of party autonomy.

Under the previous 2016 Rules, SIAC had already established itself as a pioneer in consolidation, allowing for the merger of arbitrations even without identical parties, provided the contracts were compatible. However, the landscape has shifted further. The 2025 Rules were designed to address specific user feedback regarding the time and cost of arbitration, as well as the need for more flexible tools to manage disputes that are related but perhaps not suitable for full legal consolidation.

The 2025 framework distinguishes between:

- 1. Consolidation:** The legal merging of two or more arbitrations into a single proceeding, resulting in one award.³

¹ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.

² Singapore International Arbitration Centre Arbitration Rules 2025, Rule 17.

³ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.

- 2. Coordinated Proceedings:** A new mechanism where separate arbitrations are managed concurrently or sequentially by the same tribunal without formally merging into a single legal entity.⁴

II. RATIONALE AND BENEFITS OF CONSOLIDATION

The primary driver for consolidation mechanisms in the SIAC Rules 2025 is the mitigation of “*procedural harassment*” and the promotion of economic efficiency in complex sectors such as construction, energy, and M&A. When a dispute fractures across multiple contracts, the resulting procedural inefficiency can undermine the very advantages that drive parties to arbitration in the first place.

1. *Mitigating Inconsistent Decisions*

The most compelling legal argument for consolidation is the avoidance of contradictory awards. In complex transactions, the same factual matrix often raises liabilities across different contracts. For example, in a large construction project, a delay by a sub-contractor may trigger liquidated damages under the main contract. If the dispute between the employer and the main contractor is arbitrated separately from the dispute between the main contractor and the sub-contractor, two different tribunals might reach opposite conclusions regarding the cause of the delay. One tribunal might find the sub-contractor liable, while another exonerates them based on the same facts. Such outcomes create legal deadlocks and enforcement nightmares. Consolidation allows a single tribunal to view the transaction holistically, ensuring that findings of fact and law remain consistent across the entire web of the dispute.

2. *Procedural and Cost Efficiency*

Running parallel arbitrations is notoriously resource-intensive. It requires the duplication of tribunal fees, administrative costs, and legal teams. Witnesses may be required to testify twice on the same events, increasing the risk of inconsistencies in testimony and placing an undue burden on commercial parties. The economic rationale for consolidation is firmly embedded in the SIAC architecture. By merging proceedings, parties benefit from a single discovery process, a single hearing, and a single award. The Streamlined Procedure introduced in the 2025 Rules⁵ further

⁴ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 17.

⁵ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 13.

amplifies this benefit. If a consolidated dispute remains below the threshold of SGD 1 million, it may benefit from this expedited track, capping costs at 50% of standard fees and mandating an award within three months.⁶

3. *The Limitations of “De-Facto” Consolidation*

Historically, in the absence of robust institutional rules, parties relied on *ad hoc* or “de-facto” consolidation, appointing the same arbitrator for related disputes and agreeing to hear them together. However, this approach relies entirely on the cooperation of all parties *after* a dispute has arisen. A recalcitrant respondent can easily derail this efficiency by insisting on separate tribunals to inflict cost pressure on a claimant. The SIAC Rules 2025 address this by empowering the SIAC Court and the Tribunal to order consolidation or coordination even over the objection of a party, provided specific compatibility criteria are met. This institutional power is a critical safeguard against tactical obstructionism.

III. THE SIAC RULES 2025: STRUCTURE OF CONSOLIDATION

The SIAC Rules 2025 govern consolidation primarily through Rule 16, which replaces and refines Rule 8 of the 2016 edition. The structure of this rule reflects a sophisticated understanding of the different stages of an arbitration’s lifecycle.

A. *Who Can Order Consolidation?*

A defining feature of the SIAC framework is its dual-track system, which vests authority in different bodies depending on the timing of the application:

- 1. Pre-Constitution (The SIAC Court):** Before a tribunal is constituted, a party may apply to the Registrar for consolidation. The decision is made by the SIAC Court (or the President, if all parties agree).⁷ This allows for early consolidation, potentially saving the costs of constituting multiple tribunals.
- 2. Post-Constitution (The Tribunal):** Once a tribunal has been constituted, the application is made directly to the Tribunal.⁸

An early administrative decision by the Court allows proceedings to be merged at the

⁶ Nicholas Lingard, Samantha Tan and Rohit Bhat, ‘Navigating the SIAC Arbitration Rules 2025’ (Freshfields, 25 March 2025) <<https://riskandcompliance.freshfields.com/post/102k5da/navigating-the-siac-arbitration-rules-2025>> accessed 3 March 2026.

⁷ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.1.

⁸ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.8.

outset. However, the Rules expressly preserve the Tribunal's power to revisit jurisdiction. Rule 16.5 states that the SIAC Court's decision to grant consolidation is "without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision".⁹ This upholds the principle of *kompetenz-kompetenz*, ensuring that the final arbiters of the dispute retain control over their own mandate.

B. The Criteria for Consolidation

Under Rule 16.1, consolidation may be ordered if one of three alternative criteria is met.¹⁰ These pathways range from the consensual to the compulsory:

- 1. Agreement:** All parties have agreed to the consolidation. This is the most straightforward route and respects absolute party autonomy.¹¹
- 2. Same Arbitration Agreement:** All claims in the arbitrations are made under the same arbitration agreement. This typically covers scenarios where a claimant files multiple notices of arbitration for different breaches of the single contract to avoid limitation periods or for tactical reasons.¹²
- 3. Compatibility and Nexus:** This is the most expansive provision. Consolidation allows for disputes arising under different arbitration agreements if:
 - The arbitration agreements are compatible; AND
 - The disputes arise out of the:
 - Same legal relationship;
 - Disputes arising out of contracts consisting of a principal contract and its ancillary contract(s); OR
 - Same transaction or series of transactions.¹³

This third limb allows for the consolidation of disputes across a suite of contracts (e.g., a loan agreement, a guarantee, and a shareholder agreement), provided the arbitration clauses are not fundamentally at odds.

⁹ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.5.

¹⁰ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.1.

¹¹ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.1(a).

¹² Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.1(b).

¹³ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.1(c).

IV. TRIBUNAL CONSTITUTION AND THE PROTECTION OF EQUALITY

One of the most complex legal hurdles in multi-party consolidation is the appointment of the tribunal. The principle of party equality famously established in the French *Dutco* decision requires that all parties have an equal opportunity to participate in the constitution of the tribunal. If a claimant sues two respondents who have conflicting interests, forcing those respondents to jointly nominate a single arbitrator can violate public policy and render the award unenforceable.

A. *Revocation of Appointments*

If the SIAC Court grants an application for consolidation, the landscape of the tribunal may change. Rule 16.7 empowers the President to “revoke the appointment of any arbitrators who were appointed prior to the SIAC Court’s decision on consolidation”.¹⁴ This “reset” mechanism is crucial. It ensures that if two separate arbitrations (with different arbitrators) are merged, the institution can wipe the slate clean to constitute a new tribunal that reflects the consolidated reality. Without this power, consolidation would often be impossible in advanced stages where different arbitrators are already in place.

B. *Waiver of Nomination Rights*

To prevent deadlock where multiple parties cannot agree on a nominee, Rule 16.13 provides a strict default mechanism: “*Where an application for consolidation is granted... any party which did not have the opportunity to nominate an arbitrator or otherwise participate in the constitution of the Tribunal shall be deemed to have waived any such right*”.¹⁵

This waiver is the SIAC’s statutory answer to the *Dutco* problem.¹⁶ By agreeing to the SIAC Rules, parties consent in advance to this waiver mechanism. If consolidation occurs, and a party finds itself unable to nominate because of the consolidation structure, the Rules deem this a waiver, thereby protecting the award from challenges based on unequal treatment. The SIAC Court then typically steps in to appoint the tribunal, ensuring neutrality for all parties.

¹⁴ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.7.

¹⁵ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.13.

¹⁶ *Siemens AG and BKMI Industrienlagen GmbH v Dutco Construction Bull Civ. 1 No 2*, decision of the Chambre Civile 1 of the Cour de Cassation of January 7, 1992.

C. The “Same Tribunal” Constraint

While the SIAC Court has broad powers pre-constitution, the Tribunal’s power to consolidate after constitution is more restricted. Under Rule 16.8, a Tribunal can only order consolidation if:

- No tribunal has been constituted in the other arbitrations; OR
- The same Tribunal has been constituted in each of the arbitrations.¹⁷

This restriction acknowledges that a sitting tribunal cannot unilaterally “seize” a case pending before a *different* tribunal. If different tribunals are already in place, the parties must rely on the SIAC Court (under Rule 16.1) or the revocation powers of the President to effect consolidation. This distinction between the administrative powers of the Court and the adjudicative powers of the Tribunal preserves the jurisdictional integrity of the arbitral process.

V. CHALLENGES WITH CONSOLIDATION: THE ENFORCEMENT RISK

While the consolidation mechanisms in the SIAC Rules 2025 are designed to enhance efficiency, they are not without legal peril. The ultimate test of any arbitral procedure is the enforceability of the resulting award. When separate proceedings are merged the resulting award faces scrutiny under the New York Convention.

A. The “Procedure Not in Accordance with Agreement” Risk

Article V(1)(d) of the New York Convention provides a ground for refusal of enforcement if “the arbitral procedure was not in accordance with the agreement of the parties.”¹⁸ This creates a tension between institutional rules and the specific arbitration clause.

If the SIAC Court consolidates two arbitrations based on the “compatibility” criteria in Rule 16.1(c),¹⁹ but the underlying arbitration clauses differ in material respects (e.g., one calls for a sole arbitrator in London, the other for three arbitrators in Singapore), a respondent may argue that the consolidated procedure violated their specific contractual bargain. Although the SIAC Rules 2025 require agreements to be “compatible”, the definition of compatibility is often tested. If a court at the seat of enforcement

¹⁷ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.8.

¹⁸ Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958) 330 UNTS 3, Article V(1)(d).

¹⁹ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.1(c).

determines that the differences were fundamental, the consolidation order could be viewed as an excess of authority, rendering the award unenforceable.

B. The Dutco Principle and Party Equality

The shadow of the French Cour de Cassation's decision in *Siemens AG & BKMI v. Dutco*²⁰ looms large over multi-party arbitration. The court held that the principle of equality in the appointment of arbitrators is a matter of public policy. In a consolidated proceeding involving multiple respondents with conflicting interests, forcing them to jointly nominate a single arbitrator can violate this principle.

The SIAC Rules 2025 address this through Rule 16.7,²¹ which empowers the President to revoke the appointment of arbitrators appointed prior to consolidation. Furthermore, Rule 16.13 deems that parties waive their nomination rights if the consolidation mechanism prevents them from nominating an arbitrator.²² While this waiver is effective under Singapore law (as the rules are incorporated by reference), parties enforcing awards in jurisdictions with strict public policy views on party equality must be cautious. The risk of annulment remains if the consolidation process is perceived to strip a party of its right to constitute the tribunal.

VI. CONCLUSION

The SIAC Rules 2025 represent a sophisticated response to the “unruly terrain” of modern international commerce. By moving beyond the binary “Claimant vs. Respondent” model, SIAC has provided a framework that acknowledges the web of contracts, parties, and interests that define global trade. The Consolidation provisions (Rule 16) offer a powerful tool to merge disputes and avoid contradictory awards.

However, this tool is not self-executing. They require proactive drafting by counsel to ensure compatibility of agreements and vigilant case management by tribunals to protect the due process rights of all parties. As the *Dutco* case demonstrates, the drive for efficiency must always be balanced against the fundamental rights of party autonomy and equality.

²⁰ *Siemens AG and BKMI Industrienlagen GmbH v Dutco Construction Bull Civ. 1 No 2*, decision of the Chambre Civile 1 of the Cour de Cassation of January 7, 1992.

²¹ Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.7.

²² Singapore International Arbitration Centre Arbitration Rules 2025, Rule 16.3.