SETTING ASIDE AN AWARD: ARBITRATOR’S MISCONDUCT

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A project report submitted in partial fulfillment of the requirements for the award of the degree of Master of Science (Construction Contract Management)

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“I/We* hereby declare that I/we* have read this thesis and in my/our* opinion this thesis is sufficient in terms of scope and quality for the award of the degree of Master of Science (Construction Contract Management)“

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Date : __________________________

*Delete as necessary
“I declare that this project report entitled “Setting Aside An Award: Arbitrator’s Misconduct” is the result of my own research except as cited in the references. The project report has not been accepted for any degree and is not concurrently submitted in candidature of any other degree.”

Signature : _______________________
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Date : 10th January 2012
DEDICATION

To my beloved wife, Joyce,
daughters, Florence and Jessica
and son Brian.

Thank You!
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ABSTRACT

Arbitration award is final and binding on the parties and is enforceable against the losing party. However, the High Court may set aside an award on grounds such as corruption or misconduct of the arbitrator. However, the Arbitration Acts 1952 and 2005 gives jurisdiction to the High Court to set aside arbitrators’ award. Section 24 of the 1952 Act uses the word “misconduct” but section 37 of the 2005 Act sets out eight grounds for setting aside the award. An issue that arises is relating to the meaning of “misconduct” or the circumstances that may be inferred as “misconduct” on the part of arbitrators. The objective of this research is to determine the differences between the scope of “misconduct” under section 24 of the 1952 Act as interpreted by the judges and the scope of section 37 of the 2005 Act relating to grounds for setting aside of arbitrators’ award. The approach adopted in this research is based on case law reported in the Malayan Law Journal/ Malayan Law Unreported Journal, Singapore law/cases reported in Malayan Law Journal and English law/cases as reported in England/United Kingdom Law Journal. This is a descriptive research using case law analysis. The analysis involved detail examination of cases the judicial interpretations of the term “misconduct” found in thirty two cases. The research finds that there are twenty two circumstances of misconduct under section 24 of the Arbitration Act 1952. Whereas section 37 of the 2005 Act contains only three circumstances of misconduct.
ABSTRAK