



MOOT COURT COMMITTEE

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exceeding expectations

INTERNATIONAL ARBITRATION MOOT, 2026

[3rd - 5th APRIL, 2026]



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MOOT PROPOSITION

FACTUAL BACKGROUND

1. The **Respondent**, *Urban Infrastructure Authority of Singapore* (“**UIAS**”), is a statutory body tasked with planning, funding, and implementing large-scale public infrastructure projects across Singapore, including metro rail systems, highways, and water management projects. UIAS operates through international tenders, inviting global contractors to undertake complex design-build projects under its supervision.
2. The **Claimant**, *Buildwell Constructions Pvt. Ltd.* (“**Buildwell**”), is an Indian engineering and construction company headquartered in Mumbai. It has over 25 years of experience in executing turnkey infrastructure projects across South Asia and the Middle East. Buildwell is particularly known for its expertise in Design-Build (**EPC**) Contracts involving metro, expressways, and airport projects, having previously executed projects for the Indian Metro Rail Corporation and the Dubai Roads Authority.
3. On **1 June 2020**, the parties entered into a Design-Build Contract (“**Contract**”) for the design and construction of the **East-West Mass Transit Corridor Project** (“**the Project**”), a critical component of Singapore’s strategic public transport expansion plan. The Project involved the design, engineering, and construction of a 12.5 km underground metro corridor, including **three stations (Station 1, Station 2 and Station 3), tunnel sections along with mechanical and electrical works**, with a total Contract value of **SGD 620 million**.
4. The Contract was based on the **FIDIC Conditions of Contract for Plant and Design-Build (First Edition, 1999)** (“**Yellow Book 1999**”), intended to allocate design risk to the Contractor.
5. **The Contract provided:**
 - FIDIC Yellow Book 1999 to apply in full with only a single amendment to Clause 20.6 substituting ‘ICC arbitration’ with ‘SIAC arbitration under

SIAC Rules in force at the relevant time’. (Reference to be made to ‘Annexure II’)

- Disputes would be finally resolved by arbitration under the **SIAC Rules ‘in force at the relevant time.’**
- The **seat of arbitration** would be **Singapore**.
- The **substantive law of the Contract** would be **Indian law**.

Events Leading upto the Dispute

7. During tunnelling between **Station 2 and Station 3**, Buildwell encountered unforeseen subsurface conditions including extremely high-water pressure, hard granite rock formations, and unstable soil strata that necessitated a change in the tunnelling methodology from Earth Pressure Balance Machines (“EPBM”) to slurry shield technology.

8. Such conditions caused:

- Substantial delays in tunnel boring and station excavation;
- Significant increase in cost due to dewatering, equipment modifications, and imported spare parts, and
- Safety concerns and temporary suspension orders from the Engineer due to ground movement.

9. A three-member Dispute Adjudication Board (“**DAB**”) was appointed at the outset of the Project.

10. On **10 March 2024**, Buildwell submitted a **Notice of Claim** to the Engineer under Sub-Clause 20.1 of the Contract, seeking:

- **Dispute 1: Extension of Time (EOT)** of 270 days, and
- **Dispute 2: Prolongation Costs** of SGD 60 million.

11. The **Engineer** failed to issue a determination within the Contractual timeline.
12. Buildwell referred both the disputes to the DAB as Dispute 1 and Dispute 2 respectively.
- **For Dispute 1:** DAB issued a note stating “*given the complexity and overlapping issues, the matter may be better addressed by an arbitral Tribunal.*”
 - **For Dispute 2:** DAB Failed to deliver its decision within the Contractual timeline i.e., 84 days.
13. Buildwell treated these as situations triggering **Clause 20.8 of the FIDIC Yellow Book 1999**, constructively and proceeded to invoke arbitration under the SIAC Rules 2025.
- [UIAS contends that Buildwell should have sought a specific direction from the Engineer or requested the DAB to re-convene before triggering arbitration.]*
14. On **05 January 2025**, Buildwell filed a **Notice of Arbitration (“NOA”)** before the SIAC under Rule 6 of the SIAC Rules 2025.
15. In its NOA, Buildwell sought:
- Extension of Time of **270 days**;
 - Payment of **SGD 60 million** as prolongation costs, and
 - Costs of the arbitration.
16. UIAS filed its **Response to NOA and Counterclaims** on **30 January 2025** under **Rule 7 of SIAC Rules 2025**.
17. In its Response to NOA and Counterclaims, UIAS challenged Buildwell’s Claims, arguing that:

- Buildwell should have awaited a proper DAB determination instead of unilaterally declaring that Clause 20.8 has been triggered, and
- Buildwell's Claims are premature and beyond the tribunal's jurisdiction.

18. UIAS also raised **Counterclaims** for:

- Liquidated Damages ("LD") of **SGD 40 million** for delay, and
- Damages of **SGD 25 million** for alleged defective works by Buildwell at Station 1, which UIAS was compelled to get executed by a third party agency.

19. Thereafter, Buildwell submitted its Answer to UIAS's **Response to NOA and Counterclaims**, along with its Counterclaims, on 2 March 2025.

20. Within the Answer, Buildwell objected to the **admissibility of the UIAS's Counterclaims**, arguing that UIAS never referred or notified these disputes through the Engineer or DAB, contrary to Clause 20.

21. It is UIAS's stands in respect of its counterclaims that:

- The counterclaims are defensive and arise from the same facts and should therefore be admissible.
- Having bypassed the DAB, Buildwell cannot now insist on strict compliance for counterclaims.

22. As far as the DAB's conduct is concerned, while the DAB remained formally in place, However, its performance was inconsistent and contested:

- i. Apart from the present disputes, even for other disputes, the DAB had frequently failed to issue determinations within the contractually prescribed timeline of 84 days as per FIDIC Yellow Book 1999, often leaving disputes undecided for over six months.

- ii. In at least two prior references relating to Extensions of Time disputes (**EOT References**), the DAB recorded that it was “*unable to handle the technical complexity*” and suggested that the parties “*directly approach the Arbitral Tribunal.*”
 - iii. Several of its determinations were partial or procedural only, omitting key liability findings and requiring the parties to resolve and manage matters informally.
23. Despite these failures, Buildwell did not formally seek a replacement of the DAB or insist on a formal decision under Sub-Clause 20.4 of the FIDIC Yellow Book 1999, which UIAS argues was a remedy available to Buildwell.
24. The aforementioned general conduct coupled with the DAB’s conduct for Dispute 1 and 2, resulted in Buildwell contending that the DAB had become “**constructively inoperative**”, amounting to a situation as envisaged under Sub-Clause 20.8 (**failure of DAB**). UIAS disputes the same, asserting that the DAB was very much functioning-albeit inefficiently and that Buildwell chose not to pursue the process to completion.

Procedural History

1. In accordance with the applicable SIAC Rules, the Arbitral Tribunal was duly constituted on **15 February 2025**.
2. Thereafter, the Tribunal directed that issues concerning **pre-arbitral compliance** and the plea regarding **jurisdiction/admissibility of the Claims and Counterclaims** be taken up and decided at the threshold as a **Preliminary Issue**.

Reliefs Sought

- **Claimant (Buildwell):**

- i. Declaration that its Claims are within Tribunal's jurisdiction and Respondent's Counterclaims are beyond the Tribunal's jurisdiction;
- ii. Extension of Time of 270 days;
- iii. Prolongation Costs of SGD 55 million, and
- iv. Costs of the arbitration.

- **Respondent (UIAS):**

- i. Dismissal of Claimant's Claims as beyond the Tribunal's jurisdiction;
- ii. Declare that the Respondent's Counterclaims are within the Tribunal's jurisdiction;
- iii. Award of SGD 40 million as LDs;
- iv. Award of SGD 25 million for defective works, and
- v. Costs of the arbitration.

ISSUES FOR CONSIDERATION – PRELIMINARY HEARING

The Tribunal is to consider, inter alia, the following issues during the Preliminary hearing:

1. Issue 1

Whether Buildwell was justified in treating the DAB as constructively inoperative under Clause 20.8 of the FIDIC Yellow Book 1999, thereby validly commencing arbitration without a formal DAB decision.

2. Issue 2

Whether Buildwell's claims for Extension of Time and prolongation costs are maintainable before the Tribunal, and whether non-compliance with Clause 20 affects the Tribunal's *jurisdiction* or merely the *admissibility* of such claims.

3. Issue 3

Whether UIAS's counterclaims for liquidated damages and defective works are inadmissible for want of reference to the Engineer/DAB, or whether such counterclaims can be entertained as defensive claims arising from the same fact matrix.

4. Issue 4

Whether the Tribunal has discretion under Rule 31 of the SIAC Rules 2025 to admit Claims and Counterclaims despite non-compliance with contractual pre-arbitral steps, and how such discretion should be harmonised with the parties' contractual bargain under Clause 20.

Note: The present hearing shall be restricted only to preliminary issues concerning jurisdiction and admissibility.

ANNEXURE I: NOTE ISSUED BY DAB FOR DISPUTE 1

To,

Mr. X, Director, Buildwell Ltd (Claimant)

**& Mr. Y, Managing Director, Urban Infrastructure Authority of Singapore
(Respondent)**

Subject: Reference of Dispute 2 – DAB Note to Parties

Dear Mr. X and Y,

The Claimant vide its Notice of Claim dated 10 March 2024, referred its claims to DAB for adjudication under two Disputes – Dispute 1 and Dispute 2. The present direction is confined to Dispute 1. On perusal of the subject matter, it is seen that the present Dispute pertains to the Claimant's request for an Extension of Time of 270 days from the original Completion Date.

The DAB after a rigorous scrutiny, would like to advise the parties, that a dispute of this nature involves a number of legal issues and voluminous pleadings and the adjudication may take years. The DAB does not have adequate resources to deal with such a dispute which has to be settled only in Arbitration.

Although, Sub-clause 20.4 of the GCC, requires the DAB to issue its decision within 84 days (or as extended), taking into consideration the volume of issues including design responsibility, notice obligations, critical path delay and prolongation costs, adjudication on this dispute is impracticable for the DAB. Given the complexity and overlapping issues, the matter may be better addressed by an Arbitral Tribunal.

In view of the above, the DAB therefore directs the Claimant to refer the present dispute i.e., Dispute No. 1 to arbitration directly and approach the Respondent to constitute the Arbitral tribunal without routing the same through DAB. The parties are free to settle the dispute amicably, vide Clause 20.5, before referring the matter to arbitration.

This issues with the approval of all members of DAB.

Warm regards,



Mr. Z

Chairman

Dispute Adjudication Board

ANNEXURE II

DISPUTE RESOLUTION CLAUSE 20.6 OF PCC

20.6 Arbitration Delete and Substitute the following new sub-clauses:-

“Unless settled amicably, any dispute in respect of which the DAB’s decision (if any) has not become final and binding shall be finally settled by international arbitration. Unless otherwise agreed by both Parties:

- (a) the dispute shall be finally settled by the Singapore International Arbitration Centre (SIAC) Arbitration under SIAC Rules in force at the relevant time,
- (b) the dispute shall be settled by three arbitrators appointed in accordance with these Rules, and
- (c) the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DAB , relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DAB to obtain its decision or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works obligations of the Parties , the Engineer and the DAB . This shall not be altered by reason of any arbitration being conducted during the progress of the Works .”

DISCLAIMER

The present hearing shall be restricted only to preliminary issues concerning jurisdiction and admissibility.

The facts, characters, and events presented in this document are purely fictional. Any resemblance to real persons, living or dead, or actual proceedings is entirely coincidental.

The moot proposition has been drafted by Ms. Gunjan Chhabra. Any attempt to contact her shall result in immediate disqualification.

The current moot proposition may not be used by any participant, or any other party, for any reason, including intra-school competitions, without the prior written consent of the Organising Committee.