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**No. S 756**

**SUPREME COURT OF JUDICATURE ACT  
(CHAPTER 322)**

**RULES OF COURT  
(AMENDMENT NO. 3) RULES 2015**

In exercise of the powers conferred on us by section 80 of the Supreme Court of Judicature Act and all other powers enabling us under any written law, we, the Rules Committee, make the following Rules:

**Citation and commencement**

**1.** These Rules may be cited as the Rules of Court (Amendment No. 3) Rules 2015 and come into operation on 1 January 2016.

**Amendment of Order 16**

**2.** Order 16, Rule 3 of the Rules of Court (R 5) (referred to in these Rules as the principal Rules) is amended by deleting the words “Order 6, Rule 3,” in paragraphs (3) and (4).

**Amendment of Order 55C**

**3.** Order 55C of the principal Rules is amended by inserting, immediately after Rule 3, the following Rule:

**“Extension of time (O. 55C, r. 4)**

**4.** Without prejudice to the power of the High Court under Order 3, Rule 4, to extend the time prescribed by any provision of this Order, the period for issuing and serving the notice of appeal under paragraph (4) of Rule 1 may be extended by the Court below on application made before the expiration of that period.”.

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**Amendment of Order 110****4. Order 110 of the principal Rules is amended —**

(a) by deleting the words “, by a written jurisdiction agreement, agreed to submit the claim for resolution by the Court and, at the time the agreement was concluded, the parties have” in Rule 1(2)(a)(i);

(b) by deleting sub-paragraph (iii) of Rule 1(2)(a) and substituting the following sub-paragraph:

“(iii) at least one of the parties to the claim has its place of business in a different State from —

(A) the State in which a substantial part of the obligations of the commercial relationship between the parties is to be performed; or

(B) the State with which the subject matter of the dispute is most closely connected; or”;

(c) by deleting sub-paragraph (b) of Rule 1(2) and substituting the following sub-paragraph:

“(b) a claim is commercial in nature if —

(i) the subject matter of the claim arises from a relationship of a commercial nature, whether contractual or not, including (but not limited to) any of the following transactions:

(A) any trade transaction for the supply or exchange of goods or services;

(B) a distribution agreement;

(C) commercial representation or agency;

(D) factoring or leasing;

(E) construction works;

(F) consulting, engineering or licensing;

(G) investment, financing, banking or insurance;

(H) an exploitation agreement or a concession;

(I) a joint venture or any other form of industrial or business cooperation;

(J) a merger of companies or an acquisition of one or more companies;

- (K) the carriage of goods or passengers by air, sea, rail or road;
  - (ii) the claim relates to an in personam intellectual property dispute; or
  - (iii) the parties to the claim have expressly agreed that the subject matter of the claim is commercial in nature;”;
- (d) by deleting paragraph (3) of Rule 1 and substituting the following paragraphs:
- “(3) For the purposes of paragraph (2)(a)(i), (ii) and (iii), a party’s place of business is to be determined in the following manner:
- (a) where the parties have concluded a written jurisdiction agreement submitting the claim for resolution by the Court, a party’s place of business is —
    - (i) the place at which that party carries out its business at the time the agreement was concluded;
    - (ii) if that party carries out its business at more than one place at the time the agreement was concluded, the place (where the party carries out its business) with the closest relationship to the agreement at that time; or
    - (iii) if that party does not carry out business at any place at the time the agreement was concluded, that party’s habitual residence at that time; or
  - (b) where the parties have not concluded a written jurisdiction agreement submitting the claim for resolution by the Court, but the High Court is considering whether to transfer the case from the High Court to the Court, a party’s place of business is —
    - (i) the place at which that party carries out its business at the relevant time;

(ii) if that party carries out its business at more than one place at the relevant time, the place (where the party carries out its business) with the closest relationship to the subject matter of the dispute at that time; or

(iii) if that party does not carry out business at any place at the relevant time, that party's habitual residence at that time.

(3A) For the purposes of paragraph (2)(b)(i), the parties to the claim need not be in a relationship of a commercial nature and it is sufficient that the subject matter of the claim arises out of such a relationship.

(3B) For the purpose of paragraph (3)(b)(i), (ii) and (iii), the relevant time is —

(a) the time the case was commenced in the High Court; or

(b) such other time as the Court may determine.”;

(e) by deleting the word “before” in Rule 10(2) and substituting the word “if”;

(f) by deleting the words “and will assume” in Rules 10(3)(a)(i) and 12(3)(a)(i);

(g) by inserting the word “and” at the end of Rule 12(4)(a)(i);

(h) by deleting sub-paragraph (ii) of Rule 12(4)(a);

(i) by deleting the words “or will assume” in Rule 12(5)(a);

(j) by inserting, immediately after the word “Court” in Rule 21, the words “unless the Court orders otherwise, or the High Court orders otherwise when ordering the transfer of a case to the Court”;

(k) by renumbering Rule 21 as paragraph (1) of that Rule, and by inserting immediately thereafter the following paragraph:

“(2) Where Order 24 applies to any proceedings in the Court, Rules 14 to 20 of this Order do not apply.”;

(l) by deleting the words “(but not in this Order)” in Rule 23(1)(a) and substituting the words “(but not in this Rule)”;

(m) by deleting the word “before” in Rule 37(4) and substituting the word “if”;