

Dispute Resolution

Simplifying Cross-border Service of Documents: Hague Service Convention Enters into Force on 1 December 2023

Introduction

The rules surrounding the service of documents aim to ensure that such documents come to the attention of the party to be served. Where judicial documents are concerned, any mistake in service may impact procedural fairness and result in serious consequences on the outcome of the litigation.

Where a party seeks to serve documents abroad, it would not only have to navigate unfamiliar rules of service, but also have to utilise diplomatic channels. This requires a formal request to be transmitted from the court of origin to its foreign ministry, then to the foreign ministry of the destination country, and finally to the destination court for an order of service.

To improve time and cost efficiencies for cross-border service of documents, the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters ("**Service Convention**") provides an alternative and simplified mechanism. Singapore became a Contracting Party to the Service Convention on 16 May 2023, as covered in our May 2023 Legal Update titled "[Towards the Harmonised Service of Documents Abroad: Singapore Accedes to the Hague Service Convention](#)".

The Service Convention entered into force in Singapore on 1 December 2023, meaning litigants in Singapore will now be able to utilise the simplified mechanism to serve documents on parties from other Contracting Parties. The Ministry of Law ("**MinLaw**") has [announced](#) further details on its implementation, including:

1. The circumstances in which the Service Convention will apply;
2. The service of foreign documents in Singapore under the Service Convention; and
3. The service of documents in States that are Contracting Parties under the Service Convention.

In this Update, we provide an overview of the new transmission channel under the Service Convention, together with the new details of its implementation.

Transmission Channel

In brief, the Hague Convention provides for the below procedure:



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- Each Contracting Party will designate a Central Authority to receive requests for service from other Contracting Parties. For Singapore, MinLaw has been designated as the Central Authority.
- The applicant must file in duplicate the following documents:
 - a request for service in Part 1 of the Model Form (annexed to the Service Convention);
 - a sealed copy of the document to be served;
 - a summary of the document to be served, per Part 3 of the Model Form; and
 - certified translations of the document to be served and the summary of the document to be served, in the official language of the foreign country (except where one of the official languages is English).
- An authority or judicial officer who is competent to serve process in the country of origin (in Singapore's case, the Registrar) will send a request in the prescribed form to the Central Authority of the destination country, along with the documents to be served.
- The Central Authority of the destination country would then arrange for service of the documents by an appropriate agency, by a method either prescribed by its own law or requested by the applicant.
- Once service is effected, the Central Authority will send a standard-form certificate confirming service of the documents to the applicant.

Currently, the Contracting Parties to the Convention include major trading partners of Singapore such as USA, UK, China, Australia, Vietnam and the Philippines.

Applicability of the Service Convention

The Service Convention will apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad in a Contracting State, and where the address of the person to be served is known. This applies regardless of when the proceedings were instituted, as long as the occasion for service arises on or after 1 December 2023.

For proceedings to which the revoked Rules of Court (Cap. 322, R 5) apply, where service out of Singapore is required, the Singapore courts may direct that the relevant rules in the Rules of Court 2021 ("**ROC 2021**") implementing the Service Convention will apply to those proceedings.

Where both the Service Convention and another civil procedure convention are applicable, parties may elect to use either convention.

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Service out of Singapore

Where the Service Convention applies, parties may:

- effect service through the main transmission channel under the Service Convention; or
- utilise any of the existing channels for service out of Singapore (to the extent permitted by the Service Convention and not objected to by the receiving Contracting Party).

However, service on a foreign Contracting Party itself will remain governed by the relevant existing procedures, with the further requirement that the request must be accompanied by a summary of the document to be served pursuant to Part 3 of the Model Form.

Service of Foreign Documents in Singapore

Where the Service Convention applies, the service of foreign judicial and extrajudicial documents in Singapore may be effected only through:

1. the main transmission channel; or
2. if there are exceptional circumstances, the indirect diplomatic channel referred to in Article 9 paragraph 2 of the Service Convention.

Amendments to Other Rules

As the Service Convention has come into effect in Singapore, amendments to the ROC 2021, the Singapore International Commercial Court Rules 2021 and the Family Justice Rules 2014 have also come into operation on 1 December 2023.

Concluding Words

The coming into force of the Service Convention will enable litigants in Singapore to utilise the streamlined and simplified transmission channel under the Service Convention, helping to avoid any issues with cross-border service of documents that may impede legal proceedings.

For further queries, please feel free to contact our team below.

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Contacts



Jansen Chow
Co-Head, Fraud, Asset Recovery
& Investigations
Commercial Litigation

T +65 6232 0624

jansen.chow@rajahtann.com



Ang Leong Hao
Partner
Commercial Litigation

T +65 6232 0466

leong.hao.ang@rajahtann.com

Please feel free to also contact Knowledge Management at eOASIS@rajahtann.com.

Regional Contacts

R&T SOK & HENG | *Cambodia*

R&T Sok & Heng Law Office

T +855 23 963 112 / 113

F +855 23 963 116

kh.rajahtannasia.com

RAJAH & TANN | *Myanmar*

Rajah & Tann Myanmar Company Limited

T +95 1 9345 343 / +95 1 9345 346

F +95 1 9345 348

mm.rajahtannasia.com

RAJAH & TANN 立杰上海

SHANGHAI REPRESENTATIVE OFFICE | *China*

Rajah & Tann Singapore LLP

Shanghai Representative Office

T +86 21 6120 8818

F +86 21 6120 8820

cn.rajahtannasia.com

GATMAYTAN YAP PATACSIL

GUTIERREZ & PROTACIO (C&G LAW) | *Philippines*

Gatmaytan Yap Patacsil Gutierrez & Protacio (C&G Law)

T +632 8894 0377 to 79 / +632 8894 4931 to 32

F +632 8552 1977 to 78

www.cagatlaw.com

ASSEGAF HAMZAH & PARTNERS | *Indonesia*

Assegaf Hamzah & Partners

Jakarta Office

T +62 21 2555 7800

F +62 21 2555 7899

Surabaya Office

T +62 31 5116 4550

F +62 31 5116 4560

www.ahp.co.id

RAJAH & TANN | *Singapore*

Rajah & Tann Singapore LLP

T +65 6535 3600

sg.rajahtannasia.com

RAJAH & TANN | *Thailand*

R&T Asia (Thailand) Limited

T +66 2 656 1991

F +66 2 656 0833

th.rajahtannasia.com

RAJAH & TANN | *Lao PDR*

Rajah & Tann (Laos) Co., Ltd.

T +856 21 454 239

F +856 21 285 261

la.rajahtannasia.com

RAJAH & TANN LCT LAWYERS | *Vietnam*

Rajah & Tann LCT Lawyers

Ho Chi Minh City Office

T +84 28 3821 2382 / +84 28 3821 2673

F +84 28 3520 8206

CHRISTOPHER & LEE ONG | *Malaysia*

Christopher & Lee Ong

T +60 3 2273 1919

F +60 3 2273 8310

www.christopherleeong.com

Hanoi Office

T +84 24 3267 6127

F +84 24 3267 6128

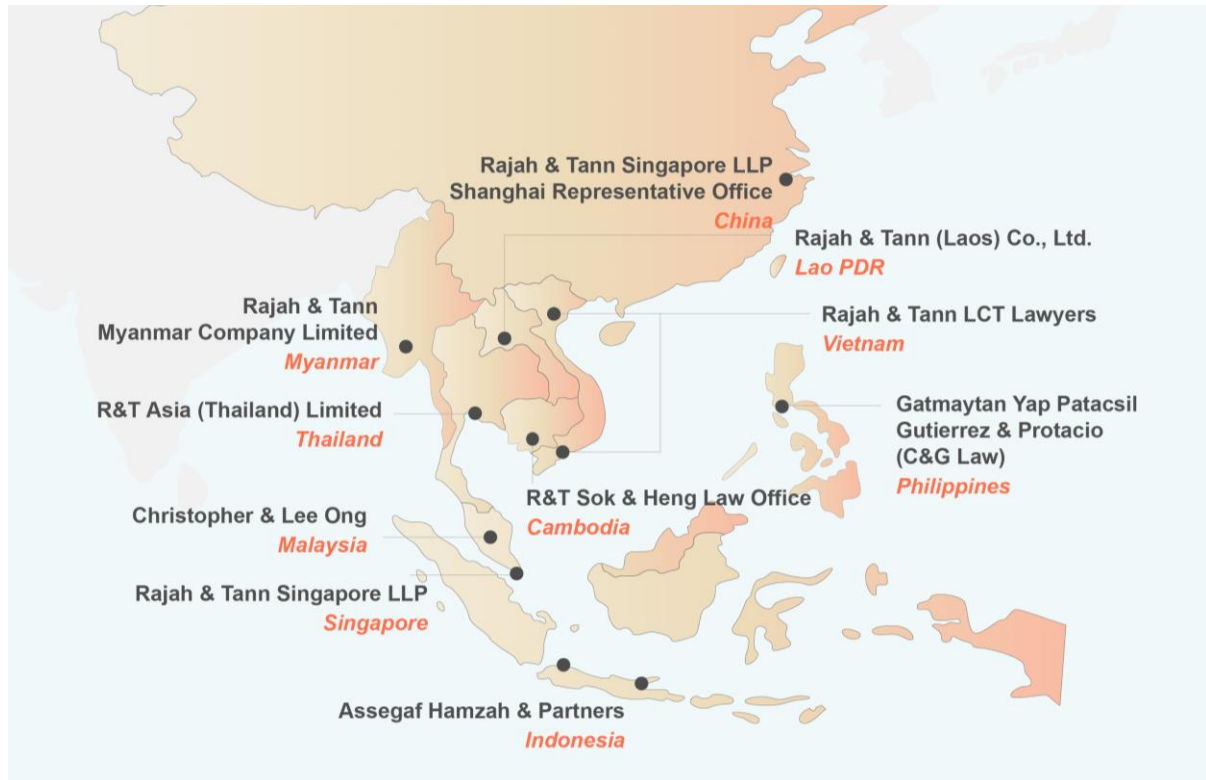
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