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International disputes and the execution of foreign arbitral awards in the Asia Pacific

This article examines the process of enforcement and the legislative framework for the enforcement of international arbitral awards in Australia, Singapore, Hong Kong and Indonesia. It does so using the case study of the long-running dispute between Malaysia's Astro Group and Indonesia's Lippo Group, in which Lippo has effectively avoided the enforcement of an award rendered from the Singapore International Arbitration Centre in favour of Astro.

Introduction

The majority of matters that are arbitrated in the international arena are construction disputes involving claims for damages for breach of contract. The primary reason for the increasing popularity of arbitration is the attraction of the assumed ease of enforcement in countries that are a party to the New York Convention (the 'Convention'),[1] flexibility and expertise in the arbitral panel.[2]

The Convention has been adopted in the countries focused on in this article: Australia, Singapore, Hong Kong and Indonesia. The intention behind such adoption included:

- introduction of a 'pro-enforcement' bias for the enforcement of foreign arbitral awards;[3]
- promotion of the finality of arbitral awards by simplifying the procedure for enforcing awards;[4] and
- limiting the grounds on which enforcement may be refused.[5]

Not only does arbitration provide a neutral forum for parties engaging in international commerce, the consensual nature of arbitration, the relaxation of the rules of evidence, the limited availability of cross-examination as well as the exchange of written submissions mean that arbitrations should hypothetically offer a just, cheap and quick resolution to commercial disputes. However, there is a gap between these ideals of efficient justice and the reality of problems with enforcement, especially in countries with a weak rule of law.

In a perfect world, the winning party would obtain registration of the arbitral award in a Convention country and seek to enforce the judgment without further delay. Enforcement would depend on the domestic law of countries in which enforcement is sought and the integrity of that country's government. However, skilful lawyers can derail this procedure and effectively delay enforcement of the judgment for years.

Reliable data on the success of arbitration in resolving disputes and the ease with which awards are enforced is scarce. However, a 2008 study by the School of International Arbitration and PricewaterhouseCoopers into the success of the arbitration procedure indicated that, of the cases studied:

- 25 per cent of cases were settled before an arbitral award is rendered;
- seven per cent settled with a subsequent award by consent; and
- 49 per cent ended with voluntary compliance with an arbitral award by the unsuccessful party.[6]

On the other hand, 11 per cent of cases ended in proceedings for enforcement and recognition and eight per cent involved an apparent settlement or an award but were followed by litigation. These results would indicate that, while arbitration often results in settlement or voluntary compliance with an award, nevertheless 19 per cent of cases result in litigation seeking to set aside the award or otherwise avoid enforcement.

Legislative framework for international arbitrations

Arbitrations are governed by a multiplicity of procedural rules, both those of the 'seat' of arbitration, and those institutional procedural rules chosen by the parties. Not only must parties navigate this duality in order to obtain an award, they must also tackle the procedural rules of any state in which the judgment creditor seeks to execute the award. Even where the UNCITRAL Model Law on International Commercial Arbitration (the 'Model Law') has been enshrined by legislation, countries balance the competing factors of state sovereignty and party autonomy differently. The by-product of this is that enforcing and executing an arbitral award can be a costly and time-consuming process.

Australia

In Australia the main component of the legislative framework governing the enforcement of foreign arbitral awards is the International Arbitration Act 1974 (Cth) (AIAA), which incorporates provisions of the Convention and the Model Law. Over the past ten years, Australia has taken an increasingly 'pro-enforcement' stance both in terms of new legislative amendments and judicial decisions.[7]

The AIAA lists in sections 8(5) and 8(7) the grounds on which an application for the enforcement of an award may be refused by the court. These are similar to the grounds listed in Articles V(1) and V(2) of the Convention. A 2010 amendment to the AIAA, section 8(3A), specifies that the grounds in sections 8(5) and 8(7) are the only grounds on which enforcement may be refused. This addition was introduced to neutralise a judgment from the Supreme Court of Queensland,[8] in which the Court held that the court retains a residual

discretion to refuse to enforce a foreign award outside the specifically enumerated grounds set out in the AIAA.[9] Additionally, the amending Act clarified the public policy exception to enforcement in section 8(7)(b), by listing two situations in which enforcement may be refused pursuant to this exception.

Indonesia

Former Dutch colony Indonesia attained independence in 1945, but retained large portions of the Dutch Civil Code. These remain in place until new laws are passed to replace them. While Indonesia has ratified the Convention, the law governing enforcement of foreign awards, Law No 30 of 1999 on Arbitration and Alternative Dispute Resolution[10] (the 'Arbitration Law')[11] does not incorporate the terms of the Convention into its domestic law.[12]

In a move to promote efficiency, the Arbitration Law vests the District Court of Central Jakarta with jurisdiction to issue orders of 'exequatur' to enforce international arbitration awards, except where the Indonesian State itself is a party.[13] However, the Arbitration Law does require reciprocity between Indonesia and the country in which the arbitral award was rendered. Thus, any plaintiff seeking to enforce an award must provide a statement from the Indonesian diplomatic mission confirming that the country of the seat of arbitration had diplomatic relations with Indonesia and is a signatory to the Convention.[14]

Furthermore while the Arbitration Law provides for the refusal of enforcement on the grounds of 'public order' ('*keteriban umum*', meaning public policy),[15] the Arbitration Law does not define the term, leaving it open to wide judicial interpretation.

Critics have noted a high rate of judicial interference with the enforcement of international arbitral awards on the grounds of public order and territorial sovereignty.[16] For example, Indonesian courts have equated public policy with mandatory laws.

One such case was *E D & F Man (Sugar) Ltd v Yani Haryanto*.[17] In that case, the parties contracted for the sale of sugar to be imported into Indonesia in circumstances where the buyer did not hold a licence to import sugar into Indonesia. The buyer refused to complete the contract and the seller successfully obtained an arbitral award in London. The buyer brought an action in the District Court of Central Jakarta arguing that the original contract was void ab initio for violation of Indonesian public policy. The action succeeded, as did an appeal to the Indonesian Supreme Court.[18]

Hong Kong

Hong Kong was one of the first jurisdictions to adopt the Model Law.[19] Hong Kong's new arbitration legislation, the Arbitration Ordinance of 2011 (Cap 609) (the 'Arbitration Ordinance'), makes 'the fair and speedy resolution of disputes by arbitration without unnecessary expense'[20] its explicit aim by section 3(1). This object is based on principles of minimal judicial interference and party autonomy referred to in section 3(2).

In Hong Kong the unsuccessful party has been able to challenge the enforcement of awards either by applying to the courts at the seat of arbitration to set aside an award or by waiting for the successful party to attempt to enforce the award and raising an objection at that stage. Sir Anthony Mason held in *Hebei Import & Export Corp v Polytech Engineering Co Ltd*[21] that parties are not bound to elect between these two remedies.

On the other hand, the refusal of one jurisdiction (other than the seat of arbitration) to enforce the award will not necessarily lead to a refusal to enforce an award by the courts of Hong Kong. In spite of the Cayman Islands company's lack of success in Indonesia, the *'Pertamina'* was heard before the Hong Kong Court of First Instance. The Court considered that the refusal of Indonesian courts to enforce the award should have no effect on their decision.[22]

Singapore

Singapore's International Arbitration Act (Cap 143A, 1995) (SIAA) adopts the Model Law as the foundation of its legislative framework for international arbitration, reflecting its status as a hub of international financial and commercial activity. The provisions of the SIAA[23] and the Model Law,[24] which limits the potential for courts to interfere in the enforcement process, encapsulate Singapore's preference for minimal curial intervention in international arbitration.[25]

Courts in Singapore have affirmed the finality of arbitral awards in *PT Asuransi Jasa Indonesia (Persero) v Dexia Bank SA*, in which the Singapore Court of Appeal held

that there is no appeal for an error of law or fact made in an arbitral decision where the seat was Singapore.[26] Similarly, in *Government of the Republic of the Philippines v Philippine International Air Terminals Co Inc*,[27] the Court held that an application to set aside an award is not a review on the merits of the decision.[28] This is by virtue of the exclusivity of the grounds for setting aside awards in Article 34 of the Model Law, except for the narrow grounds set out in SIAA section 24. Setting aside proceedings must take place at the seat of arbitration under SIAA section 8 (see also Articles 1(2) and 6 of the Model Law).

However, until the recent *Astro* decision (discussed below), there had been some conflict in the courts of Singapore as to whether an award debtor may resist an award not only by bringing an action at the seat of the award, but also by fighting an application by an award creditor to enforce an award. The Singapore High Court in *Newspeed International Ltd v Citus Trading Pte Ltd*[29] held that these options were 'alternatives and not cumulative', indicating a strict approach to the finality of awards and limiting the possibility of re-litigation. Thus, strong statutory provisions inserted to promote expediency and ease of enforcement have been introduced and upheld by the Singapore courts, but in practice may be thwarted by delay tactics and asset transfers.

In the long-running dispute between Malaysia's Astro Group and Indonesia's Lippo Group, Lippo has effectively avoided the enforcement of an award rendered from the highly respected Singapore International Arbitration Centre (SIAC) in 2009 in favour of Astro. To date, enforcement proceedings in the UK, Hong Kong, Singapore and Indonesia have failed to yield results. This is partly due to the refusal of Indonesian courts to enforce the award, transferral of assets overseas by Lippo and a challenge to the jurisdiction of the arbitral tribunal in the Singapore courts.

Astro v Lippo – the facts

The ongoing dispute between a group of Malaysian companies Astro[30] (controlled by Ananda Krishan) and the Lippo group (controlled by Indonesia's Riady family) arose out of a failed joint venture between Astro and Lippo's First Media. In October 2004 Astro, seeking to establish a satellite television service (known as Direct Vision) in Indonesia, suggested a joint venture with Lippo due to Indonesian laws prohibiting foreign-owned and incorporated companies from entering the Indonesian telecommunications market.[31]

In March 2005, the two groups executed a series of subscription and shareholders' agreements (the 'agreements'). The agreements were subject to a series of conditions precedent that had to be fulfilled within three months before the parties would be bound to proceed with the transactions contemplated. One of these conditions precedent was the conclusion of service agreements between Astro and Lippo's First Media.[32] While the agreements contemplated the provision of services, equipment and finance (support services) by three Astro group companies (suppliers),[33] these suppliers were never made a party to the agreements.

In anticipation of the execution of service agreements,[34] the suppliers began to provide support services to Direct Vision at the request of First Media in December 2005.[35] First Media began operations in February 2006.[36]

In the meantime a series of other deals had been struck. These included:

- the purchase by Ananda Krishnan's telecommunications flagship company Maxis of a controlling 51 per cent interest in Lippo's Indonesian mobile phone company Natrindo in March 2005;
- Lippo and Astro jointly acquiring Singapore's premier property and hotel company, OUE;[37]
- in April 2007 a further deal was struck in which Ananda Krishnan's Maxis bought out Lippo's remaining 44 per cent interest in Natrindo for US$124m;[38]
- using assets gained from these transactions, in June 2007 Ananda Krishnan sold a 25 per cent interest in Maxis and a 51 per cent interest in Natrindo to Saudi Telecom, a Saudi Arabian corporation, for US$3.05bn.[39]

By August 2007 the service agreements still had not been executed and, after many failed attempts at renegotiation, the parties began to explore their exit options.[40] Despite this, the suppliers continued to provide support services for First Media while threatening to withdraw these services should First Media and Astro fail to reach an agreement. Inevitably, a dispute arose between First Media and Astro with Astro[41] arguing that its affiliates[42] were

under no obligation to continue to provide funding to Direct Vision. In August 2008 the suppliers invoiced First Media for the support services and demanding repayment of the cash advanced.[43]

Clause 17 of the agreement between the parties required that all disputes in connection with or in relation to the joint venture be referred to arbitration.[44] Lippo, however, attempted to bring several court actions in tort in Indonesia, on the basis that there had been an oral joint venture preceding the agreement.[45] Astro, however, commenced arbitration in October 2008 in Singapore.

Astro sought to have the suppliers joined to the arbitration along with declarations that there was no binding joint venture and no continuing obligation to provide support services, and injunctive relief to restrain proceedings in Indonesia.[46] In the award of 7 May 2009, pursuant to SIAC's institutional rules, the suppliers were joined to the proceedings and injunctive relief was ordered, restraining the Indonesian proceedings.[47] In a further partial award of 3 October 2009 the tribunal found for Astro, declaring that the agreement was the only effective joint venture contract between the parties. The tribunal also found that the conditions precedent of the agreement had never been fulfilled and that, as there was no continuing joint venture, Astro was not obliged to continue to provide support services to First Media.[48]

In a final award on 16 February 2010 the tribunal unanimously awarded Astro US$300m in damages, interest and costs and dismissed the counterclaims. However, the dispute did not end there.

In the latter half of 2010, Astro commenced enforcement proceedings for the SIAC awards in Malaysia,[49] Singapore,[50] Indonesia[51] and Hong Kong[52] with some initial success. In December 2010 judgment was entered in terms of the award in the Hong Kong High Court.[53] In March 2011 Astro, in ex parte proceedings, also obtained orders for the enforcement of the awards in Singapore.[54]

However, in August 2011, Lippo sought to have these enforcement orders set aside in Singapore on the grounds that there had been no valid service of the enforcement orders under Indonesian law.[55] Lippo also argued that the suppliers had no arbitration agreement with First Media, therefore the tribunal had no jurisdiction to join these parties to the arbitration. This was in spite of the fact that First Media had not raised these objections within the limitation periods prescribed by Articles 16 and 34 of the Model Law. These grounds were rejected by the Singapore High Court in October 2012.[56] Lippo has appealed the decision.

Meanwhile, in the Hong Kong proceedings, First Media and Across Asia used a series of dubious awards and judgments from Indonesia to frustrate attempts to execute the award.[57] The proceedings began because First Media loaned US$44m to its parent company and controlling shareholder Across Asia.[58] Astro commenced proceedings in Hong Kong for a garnishee order (also known as a 'third party debt order')[59] against Across Asia, which was granted in 2011 and required Across Asia to pay US$4m into the court, to be held pending the outcome of the Singapore setting aside proceedings.[60]

To combat this, Lippo developed a series of tactics to delay or completely avoid the payment of money into the court. The most obvious was by appealing the garnishee order to the Hong Kong Court of Appeal in August 2012, arguing among other things that, as the award may also be enforced in Indonesia, this would lead to double payment.[61] The Court rejected this argument. Other delaying tactics were adopted, which ultimately led the High Court to postpone the determination of a timetable.[62]

The delaying tactics continued, however, and effectively thwarted the enforcement of the arbitral awards and the orders of various Hong Kong courts. In spite of their reservations about the Indonesian proceedings, the Hong Kong High Court refused Astro's application for an order compelling Across Asia and First Media to appeal the Bankruptcy Order.[63]

Astro announced in September 2013 that it had also lost its appeal in enforcement proceedings in Indonesia. According to Astro's announcement, the Indonesian judgment placed strong emphasis on state sovereignty, citing 'public order', interference with the Indonesian judicial process and the violation of the state and legal sovereignty of Indonesia as reasons for refusing to enforce the Singapore awards.[64]

On 31 October 2013, the Singapore Court of Appeal, the ultimate court of appeal in Singapore, held that the SIAC did not have the jurisdiction to join the suppliers to the arbitration.[65] Sundaresh Menon CJ held that the framework created by the Model Law

allows parties to have a choice of remedies.[66] Lippo was therefore able to rely on the jurisdictional challenge as a 'passive' defence even though it was raised after Astro had commenced enforcement proceedings.

On review of the original tribunal's jurisdiction de novo, the Court held that the SIAC's exercise of jurisdiction to join the suppliers to the arbitration without the consent of Lippo had been improper.[67] While other companies in the Astro group who were parties to the agreement were not precluded from recovery pursuant to the award, the suppliers were denied the sum awarded to them by the SIAC.[68]

Lessons to be learned

The *Astro* case study illustrates that there can be a significant disparity between the aims of international arbitration and its costly, time-consuming and at times fruitless reality. This is however no different to the disparity between the ideals of just, cheap and quick justice and the realities of litigation. In Australia, for example, multiparty construction litigation is very time consuming, document intensive and almost prohibitively expensive for all but the most sophisticated of players.

As long as there are lawyers involved in dispute resolution, there will always be opportunities to avoid and delay enforcement of arbitral awards or judgments as the case may be. At the end of the day, however, the lure of enforcement in Convention countries as well as the promise of neutral adjudication (particularly where the alternative is adjudication in a country where the rule of law may not be respected) will always make international arbitration a viable alternative.

It is suggested that the solution may lie at the pre-contractual stage. Players who enter into construction contracts with an international flavour should do their due diligence prior to contracting to be aware of the risks and potential exposure.

Zurich Insurance has developed an iPad application called the 'Zurich Risk Room'. This seeks to illustrate the impact of multivariate risks on individual countries and regions. It looks at various macroeconomic imbalances such as current account deficit, fiscal risks, government budget balance, government debt, gross national savings, inflation, trade balance as well as development indicators like brain drain, capacity for innovation, corruption, income inequality, pay and productivity, state failure and wastefulness of government spending to allow you to make an assessment of the risk of trading with a company either based or holding assets in that country.

By way of illustration, according to the Zurich Risk Room, corruption in Hong Kong is 0.06 (where zero is the minimum and one the maximum), Singapore is 0.04, Indonesia is 0.73 and Australia is 0.03. Looking at these results, it should come as no surprise that enforcement of arbitral awards in Indonesia has not been a clear-cut affair in the *Astro* case.

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Notes

1 Convention for the Recognition and Enforcement of Arbitral Awards (New York Convention), 1958, 330 UNTS 38, Art II.
2 Gerry Lagerberg and Loukas Mistelis, 'International Arbitration: Corporate Attitudes and Practices 2008' (2008), 2.
3 See, eg, *Dallah Real Estate & Tourism Holding Co v The Ministry of Religious Affairs, Government of Pakistan* [2011] 1 AC 763 at [101]; *IMC Aviation Solutions Pty Ltd v Altain Khuder LLC* (2011) 253 FLR 9 at [128] and, generally, John Digby, 'Is Australia unfriendly to arbitration?' (2012) 7(1) CLInt 38.
4 See, eg, *PT Asuransi Jasa Indonesia (Persero) v Dexia Bank SA* [2007] 1 SLR 597 at [57].
5 See, eg, *IMC Aviation Solutions Pty Ltd v Altain Khuder LLC* (2011) 253 FLR 9 at [128]; *Commandate Marine Corp v Pan Australia Shipping Pty Ltd* (2006) 157 FCR 45 at [193].
6 Lagerberg and Mistelis, above n 2, at 6.
7 See, eg, Digby, above n 3; Albert Monichino, 'International arbitration: sheep, wolves and vegetarianism – a view from Down Under' (2013) 8(3) CLInt 33.
8 *Re Resort Condominiums International Inc* [1995] 1 Qd R 406.
9 Explanatory Memorandum to the International Arbitration Amendment Act 2010 (Cth), at [41].
10 Karen Mills, 'Enforcement of Arbitral Awards in Indonesia and Other Judicial Involvement in Arbitration in Indonesia' (revised 2005, available via www.arbitralwomen.org).
11 The author has relied on secondary sources because the original statute and judgments referred to in this section are written in Javanese.
12 Fifi Junita, 'Experience of Practical Problems of Foreign Arbitral Awards Enforcement in Indonesia' (2008) 5 Macquarie Journal of Business Law 369 at 377–378.
13 Mills, above n 10, at 5.
14 *Ibid* at 6.

15 Article 66(c). See Junita, above n 12, at 369.
16 *Ibid* at 371.
17 Cited and discussed in Mills, above n 10, at 10.
18 *Ibid* at 11. Another example is *Perusahaan Pertambangan Minyak dan Gas Bumi Negara v Karaha Bodas Co LLC*, a decision of the District Court of Central Jakarta No 86/PDT.G/2002/PN.JKT.PST (cited by Mills, above n 10, at 8) in which an Indonesian company successfully prevented the enforcement of a US$270m award made in Geneva in favour of two Cayman Islands subsidiaries of a US state-owned electric company in Indonesia, with procedural and substantive errors, fairness as well as violation of natural justice cited as reasons. While this award was later enforced in Hong Kong in *Perusahaan Pertambangan Minyak dan Gas Bumi Negara v Karaha Bodas Co LLC (Pertamina)* [2003] 4 HKC 488, enforcement proceedings were long and arduous, lasting until 2008: *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC and Others* [2007] SGCA 10; *PT Pertamina (Persero); Goldman Sachs (Singapore) Pte, dkk v Komisi Pengawas Persaingan Usaha Republik Indonesia (KPPU); PT Corfina Mitrakreasi – Persaingan Usaha – MA Jakarta* [2008] IDMA 3303.
19 David Sandborg, 'Arbitration in Hong Kong' in Shahla F Ali and Tom Ginsburg (eds), *International Commercial Arbitration in Asia* (3rd edn, JurisNet, LLC 2013).
20 Section 3(1) of the Arbitration Ordinance.
21 [1999] 2 HKC 205.
22 *Karaha Bodas Co LLC v Perusahaan Pertambangan Minyak dan Gas Bumi Negara (Pertamina) (No 2)* [2003] 4 HKC 488.
23 SIAA, s 6(2).
24 Model Law, Arts 12, 13, 16(2), 24, 34(2).
25 See, eg, Lih Shyng Yang and Leslie Chew, 'Arbitration in Singapore' in Ali and Ginsburg, above n 19.
26 [2007] 1 SLR 597 at [57].
27 [2007] 1 SLR 278.
28 [2007] 1 SLR 278 at [38].
29 [2003] 3 SLR 1 at [26]–[28].
30 The companies involved in this dispute are: (1) Astro Nusantara International BV; (2) Astro Nusantara Holdings BV; (3) Astro Nusantara Corporation NV; (4) Astro Multimedia NV; (5) Astro Overseas Lt; (6) Astro All Asia Networks PLC; (7) Measat Broadcast Networks Systems Sdn Bhd; and (8) All Asia Multimedia Network FZ-LLC. *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2013] 1 SLR 636.
31 [2013] 1 SLR 636 at [20].
32 [2013] 1 SLR 636 at [23].
33 These were Astro All Asia Networks PLC, Measat Broadcast Networks Systems Sdn Bhd and All Asia Multimedia Network FZ-LLC ([2013] 1 SLR 636 at [22]).
34 The date for the execution of these documents had been pushed back to mid-July 2009: [2013] 1 SLR 636 at [23].
35 [2013] 1 SLR 636 at [24].
36 [2013] 1 SLR 636 at [24].
37 Leslie Lopez, 'Astro's troubles with Lippo turn ugly' (www.theedgemalaysia.com, 3 May 2012).
38 *Ibid.*
39 The Malaysian press reported that the Riady family was infuriated that they were not made a party to this Saudi deal. It has been speculated that this was to become the antecedent of the joint venture's failure, as the Riady family reportedly demanded from Astro the sum of $250m in return for the remaining shares in their joint venture. See Lopez, above n 37.
40 [2013] 1 SLR 636 at [25].
41 Astro Nusantara International BV and Astro Nusantara Holdings BV.
42 Astro All Asia Networks PLC, Measat Broadcast Networks Systems Sdn Bhd and All Asia Multimedia Network FZ-LLC.
43 [2013] 1 SLR 636 at [26].
44 [2013] 1 SLR 636 at [27].
45 [2013] 1 SLR 636 at [26].
46 [2013] 1 SLR 636 at [27].
47 [2013] 1 SLR 636 at [30]–[31]; *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2012] HKCFI 402 at [5], [17].
48 [2013] 1 SLR 636 at [33].
49 [2013] 1 SLR 636 at [34].
50 [2013] 1 SLR 636 at [34].
51 *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2010] IDMA 1404.
52 [2012] HKCFI 402 at [7].
53 Hong Kong was the domicile of parent company Across Asia Ltd, who owned a 55.1 per cent share in First Media: [2012] HKCFI 402 at [7] and [26].
54 *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2012] HKCA 351 at [6].
55 [2012] HKCA 351 at [6]; [2013] 1 SLR 636 at [36].
56 [2013] 1 SLR 636 at [163]–[164].
57 [2012] HKCFI 2070; *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2013] HKCFI 332.
58 [2012] HKCFI 402 at [9].
59 This is described as 'a proprietary remedy which operates by way of attachment against the property of the judgment debtor, the property so attached being the chose in action which represented the garnishee's debt to the judgment debtor': [2012] HKCA 351 at [21].
60 [2012] HKCFI 402 at [9].
61 [2012] HKCA 351 at [13].
62 *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2012] HKCFI 2070 at [8].
63 *Astro Nusantara International BV and Others v PT Ayunda Prima Mitra and Others* [2013] HKCFI 775 at [7].
64 Shaun Lee, 'Update on Astro-Lippo Dispute: Astro's appeal to Indonesian Supreme Court fails', (*Singapore International Arbitration Blog* at http://singaporeinternationalarbitration.com, 11 September 2013).
65 *PT First Media TBK v Astro Nusantara International BV* [2013] SGCA 57.
66 [2013] SGCA 57 at [71].
67 [2013] SGCA 57 at [224].
68 [2013] SGCA 57 at [227].