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## Guide To Ship Arrest

Singapore is generally recognised as one of the most predictable, transparent and efficient places in the world to arrest and release ships and to process claims.

Singapore is a common law jurisdiction with an English legal heritage. Its admiralty jurisdiction is broadly similar to English admiralty jurisdiction, with notable exceptions.

In order for the admiralty jurisdiction of the Singapore court to be invoked (i.e. used), a claim must fall within a prescribed list of maritime claims. These maritime claims, broadly speaking, may be divided into two types:-

- (1) proprietary or possessory claims; or
- (2) debt recovery or damages claims.

Proprietary or possessory claims include claims to possession, ownership, shares, employment, earnings, mortgage charges, forfeiture, or condemnation in, over or of ships.

Debt or damages recovery claims include claims concerning damage done or received by ships, fatal accident and personal injury, negligent ship navigation or ship management, cargo loss or damage, charters and other uses or hires of ships, salvage, towage, pilotage, provisions, ship building and ship repair, crew, agency and general average.

For certain classes of claims, there are other requirements to satisfy. Broadly speaking, the claim must arise in connection with a ship, the person held liable on the claim must be in certain prescribed control of the ship and must be the beneficial owner or demise charterer of the ship when admiralty proceedings are commenced.

Admiralty proceedings against "sister ships" are also available, subject to statutory conditions being met.

Once admiralty proceedings are commenced, applications may be made for the ship or "sister ship" to be arrested. The claim must be properly demonstrated and disclosure must be made to the court of all relevant matters, advantageous or disadvantageous, to the claim.

Once an arrest is affected, a ship may be released upon provision of alternative security in several forms, including PI Club letter of undertaking, bank guarantee, solicitor's undertaking and payment into court. The practice of the Singapore courts is to consider applications for the judicial sale of ships if alternative security is not provided, even if litigation or arbitration is still pending. Once a ship is sold judicially, the sale proceeds are usually paid into court and, after a moratorium, paid out to creditors under a traditional (but not inflexible) order of priorities.

For the relationship between ship arrest and maritime arbitration, please refer to the [Guide to Maritime Arbitration in Singapore](#).

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