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DRAFTING LESSONS FROM RECENT CONSORTIUM AND JOINT VENTURE CONSTRUCTION ARBITRATIONS IN SINGAPORE

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This article discusses the recent decisions of the court and highlights the issues and lessons relating to construction contracts that involve consortiums and/or joint ventures. The lack of clear and unambiguous drafting may lead to real, and sometimes surprising, consequences in arbitration or arbitration related proceedings, and this article seeks to highlight the key takeaways and practical drafting lessons from *DRO v DRP* [2026] 3 SLR 1012 and *DQR v DQT* [2026] SGHC 23.

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I. Introduction

1 This article analyses the recent decisions of Singapore's General Division of the High Court ("General Division"), *DRO v DRP*[1] ("*DRO v DRP*") and *DQR v DQT*[2] ("*DQR v DQT*"). Both decisions concerned construction contracts involving unincorporated joint ventures/consortiums. They yielded two key lessons on drafting:

1 [2026] 3 SLR 1012.
2 [2026] SGHC 23.

(a) Where a consortium is not a separate legal person, the contract must state with clarity:

(i) whether the consortium acts as a single contractual counterparty;

(ii) which member(s) may invoke the arbitration agreement; and

(iii) where a member is so entitled and commences arbitration, whether that member may retain any resulting proceeds, or whether such proceeds are to be held on account for the consortium or joint venture.

Absent precision, parties risk outcomes that may be commercially unexpected, such as a single consortium/joint venture member commencing arbitral proceedings without the consortium/joint venture leader or other member(s).

(b) Parties should clearly articulate their intentions in relation to pre-conditions to arbitration. In particular, parties need to clearly state whether compliance with the preconditions is intended to operate as a condition precedent to the tribunal's jurisdiction or is merely a matter that goes to the issue of admissibility. A failure to specify will likely lead to the matter being treated as one of admissibility. This would impact the options for jurisdictional challenges and curial intervention.

2 This article summarises the facts, issues and holdings in *DRO v DRP*. It then considers the decision in *DQR v DQT* and compares Singapore's approach with three Indian decisions addressing similar questions as to who may invoke an arbitration agreement on behalf of an unincorporated consortium. Finally, the article canvases the recent developments in Singapore law concerning the jurisdiction–admissibility dichotomy in respect of preconditions to arbitration.

II. *DRO v DRP*

3 In *DRO v DRP*, the respondent (*ie*, the claimant in the arbitration) commenced arbitration against the applicant (*ie*, the respondent in the arbitration). The applicant raised a jurisdictional challenge in the arbitration, which was dismissed. The applicant then applied to the General Division for: (a) a declaration that the tribunal lacked jurisdiction; and (b) in the alternative, an order setting aside the tribunal's jurisdictional ruling.[3]

4 The applicant entered into a contract ("Contract") with an unincorporated consortium ("Consortium") comprising Co A (the Consortium leader) and the respondent for the delivery of a project. The Consortium was not a separate legal entity.[4]

5 Following issues arising in the project, the applicant asserted, *inter alia*, a claim for liquidated damages under the Contract. The applicant and Co A subsequently entered into a settlement agreement ("Settlement Agreement") which stated that the applicant and Co A agreed to finally settle the issues and all related matters in respect of the project.[5]

6 The respondent then commenced arbitration against the applicant for payment of two final milestone invoices and for additional works. Before the tribunal, the applicant advanced three jurisdictional objections:

(a) that in light of the Settlement Agreement, there was no dispute for determination ("Settlement Agreement Ground");

(b) that the respondent lacked *locus standi* to commence arbitration without joining Co A (the Consortium leader) as claimant ("*Locus Standi* Ground"); and

(c) that the respondent had not complied with the pre-arbitration procedure ("Pre-Arbitration Ground").

3 *DRO v DRP* [2026] 3 SLR 1012 at [1].
4 *DRO v DRP* [2026] 3 SLR 1012 at [3]–[5].
5 *DRO v DRP* [2026] 3 SLR 1012 at [10].

7 The tribunal dismissed the jurisdictional objections, holding that:

(a) the Settlement Agreement Ground raised a question of admissibility rather than jurisdiction, and hence, whether the Settlement Agreement precluded the respondent from commencing arbitration would be determined after the substantive hearing of the arbitration;

(b) the arbitration clause did not require all three parties (the applicant, Co A and the respondent) to be parties to the arbitration; and

(c) the pre-arbitration steps were not conditions precedent to the commencement of arbitration.

8 Before the Singapore High Court, the applicant pursued two of the three grounds mentioned above:

(a) The respondent had no *locus standi* to commence arbitration without joining Co A (*ie*, the *Locus Standi* Ground).

(b) The respondent had not complied with the pre-arbitration procedure (*ie*, the Pre-Arbitration Ground).

9 On the *Locus Standi* Ground, the court held that the Contract did not require Co A and the respondent to act jointly in all respects, including in commencing arbitration regardless of the nature of the dispute.[6] Although several provisions reflected Co A's role as the leader of the Consortium, the decisive question was whether the parties intended the arbitration clause to be invocable only by Co A and the respondent acting jointly.[7]

10 In answering that question, the court began by examining the Contract's structure, which contemplated circumstances in which Co A and the respondent could act jointly as well as individually.[8] This structural point informed the court's interpretation of the arbitration clause and related provisions.

6 *DRO v DRP* [2026] 3 SLR 1012 at [25].
7 *DRO v DRP* [2026] 3 SLR 1012 at [24].
8 *DRO v DRP* [2026] 3 SLR 1012 at [26].

11 The arbitration clause provided that all disputes "shall be finally settled by arbitration".[9] The parties accepted that the clause could be invoked by either "PARTY", referring to the "OWNER" or the "CONTRACTOR". The interpretive issue therefore turned on whether the "CONTRACTOR" was necessarily the Consortium acting jointly, or whether it could include an individual consortium member.

(a) As "Party" included the "Contractor", the scope of the right to invoke arbitration depended on the definition of "Contractor".

(b) The Contract defined "Contractor" as Co A and the respondent "*jointly and severally*" [emphasis in original].[10] The court treated the words "and severally" as indicating that "Contractor" could, in an appropriate context, refer to the respondent acting alone.[11]

12 The court also relied on cl 25.3 of the Contract, which contemplated "one [arbitrator] to be nominated by each of the PARTIES in dispute".[12] The reference to "PARTIES in dispute" was taken as recognition that disputes might arise between the applicant and (a) Co A and the respondent jointly; (b) Co A alone; or (c) the respondent alone.[13] On the facts, the dispute concerned the applicant's non-payment of the respondent's invoices, such that the "PARTIES in dispute" were the applicant and the respondent.[14] The court therefore held that the respondent could invoke the arbitration agreement in its own name.[15]

13 On the Pre-Arbitration Ground, the court considered whether cl 25.7 imposed a mandatory, tiered dispute resolution process as a condition precedent to arbitration. Clause 25.7 provided:[16]

9 *DRO v DRP* [2026] 3 SLR 1012 at [29].
10 *DRO v DRP* [2026] 3 SLR 1012 at [26] and [29].
11 *DRO v DRP* [2026] 3 SLR 1012 at [26].
12 *DRO v DRP* [2026] 3 SLR 1012 at [31].
13 *DRO v DRP* [2026] 3 SLR 1012 at [31].
14 *DRO v DRP* [2026] 3 SLR 1012 at [33].
15 *DRO v DRP* [2026] 3 SLR 1012 at [39].
16 *DRO v DRP* [2026] 3 SLR 1012 at [55].

> 25.7 Notwithstanding the above, any dispute between the PARTIES shall, in first instance, be submitted by the PARTIES to their respective project management level for resolution, failing which the dispute shall then be referred to their respective senior management level.

14 The reference to "the above" was construed as referring to cll 25.1 to 25.6, which dealt with arbitration and governing law.[17]

15 As a matter of Singapore law, the court held that compliance with tiered dispute resolution mechanisms (including preconditions to arbitration) was generally an issue of admissibility rather than jurisdiction.[18] The court also observed that this approach aligns Singapore law with the prevailing view in international arbitration.[19]

16 In doing so, the court considered the case of *International Research Corp PLC v Lufthansa Systems*[20] ("*Lufthansa*"), where the Court of Appeal appeared to hold that the non-fulfilment of preconditions to arbitration was a matter that went to the jurisdiction of the tribunal. However, the court in *DRO v DRP* found that the issue of the jurisdiction/admissibility dichotomy for preconditions to arbitration had not been argued before the Court of Appeal in *Lufthansa.* Accordingly, the court held that *Lufthansa's* treatment of conditions precedent as matters going to jurisdiction was *obiter* and not binding.[21] Further, after considering the parties' arguments, the court found that preconditions to arbitration were matters that went to admissibility as opposed to jurisdiction, as this was consistent with the principles relating to the distinction between jurisdiction and admissibility and was in line with the general consensus in international arbitration. Additionally, the court in *DRO v DRP* also observed that this approach had been approved by the Court of Appeal in *obiter* in *BTN v BTP*.[22]

17 *DRO v DRP* [2026] 3 SLR 1012 at [55].
18 *DRO v DRP* [2026] 3 SLR 1012 at [63].
19 *DRO v DRP* [2026] 3 SLR 1012 at [63].
20 [2014] 1 SLR 130.
21 *DRO v DRP* [2026] 3 SLR 1012 at [59] and [64].
22 [2021] 1 SLR 276. *DRO v DRP* [2026] 3 SLR 1012 at [63].

17 On the wording of cl 25.7 itself, the court held that it did not contain sufficiently clear language to create a condition precedent to the commencement of arbitration; the phrase "notwithstanding the above" was, at best, equivocal.[23]

18 However, the court accepted the applicant's contention that cl 25.7 envisaged a structure of escalation, whereby disputes were to be progressively referred to representatives of increasing seniority within each party's organisation. On this basis, the court found that the requirement had not been complied with as the same representatives had attended the relevant meetings without any escalation to higher levels of management.[24]

19 The applicant also raised that cl 25.7 of the Contract required that the dispute must first be submitted to the respective management levels of the applicant, respondent and Co A for resolution. The applicant's position was that since the designated project managers for both the applicant and the respondent did not attend the alleged project management meeting, there was no compliance. The court disagreed with this as the Contract did not define "project management level", and thus it was for the applicant and respondent to decide who to send to the meeting.[25]

20 Lastly, the respondent argued that, on the facts of the case, the applicant had waived strict compliance with cl 25.7.[26] The court agreed with this submission as the applicant had agreed to the respondent's request for a senior management level meeting under cl 25.7 and did not reject the request on the ground that no project management level meeting had been held. Hence, the court found that the applicant had waived its right to strict compliance of cl 25.7.[27]

21 Accordingly, the court dismissed the application on both the *Locus Standi* Ground and the Pre-Arbitration Ground. The decision in *DRO v DRP* was shortly followed by another High

23 *DRO v DRP* [2026] 3 SLR 1012 at [71]–[72].
24 *DRO v DRP* [2026] 3 SLR 1012 at [90].
25 *DRO v DRP* [2026] 3 SLR 1012 at [85].
26 *DRO v DRP* [2026] 3 SLR 1012 at [92].
27 *DRO v DRP* [2026] 3 SLR 1012 at [95]–[96].

Court decision that dealt with unincorporated associations in *DQR v DQT*.

III. Developments in Singapore following *DRO v DRP*

22 The General Division's decision in *DQR v DQT* reinforced the theme in *DRO v DRP*: Where an unincorporated joint venture is involved, careful drafting is required to ensure that the contractual architecture (and any associated payment mechanics) operates coherently in arbitration.

23 In *DQR v DQT*, the claimants sought to set aside an award made in favour of the defendant. The court referred to the jurisdiction as "Ruritania" to preserve arbitral confidentiality.[28] The claimants shared a common holding company and were treated as related corporations.[29]

24 The dispute arose out of the parties' co-operation in tendering for, and executing, a major infrastructure project in Ruritania.[30]

25 To document the parties' co-operation, a suite of contracts was executed.[31] First, the defendant and the second claimant entered into the "Tender Teaming Agreement (Unincorporated JV)".[32]

26 The second contract, the "Design and Construct Deed", was entered into by the defendant and the second claimant with the employer in early December 2014.[33]

27 Third, the defendant and the second claimant entered into the "Joint Venture Deed" ("JV Deed") in August 2015, establishing an unincorporated joint venture ("JV").[34] The

28 *DQR v DQT* [2026] SGHC 23 at [1].
29 *DQR v DQT* [2026] SGHC 23 at [3].
30 *DQR v DQT* [2026] SGHC 23 at [4].
31 *DQR v DQT* [2026] SGHC 23 at [9].
32 *DQR v DQT* [2026] SGHC 23 at [10]–[11].
33 *DQR v DQT* [2026] SGHC 23 at [13]–[14].
34 *DQR v DQT* [2026] SGHC 23 at [17]–[18].

JV Deed included a trust-and-payment mechanism for sums received "in connection with" the JV, requiring payment into designated project account(s), including the account nominated for any "surplus funds in respect of any arbitral award"[35] ("JV Account").

28 Fourth, all three parties entered into the "Services Contract" ("Services Contract"), which was governed by Ruritanian law. It provided for arbitration in Singapore for disputes arising out of or in connection with the Services Contract.[36]

29 The JV delivered the project to the employer more than 14 months late and incurred substantial losses, including $2.1m in liquidated damages that was deducted from the final account for the project under a commercial settlement.[37]

30 This led to a dispute between the parties as to who had caused the loss. The defendant blamed the first claimant and sought compensation for the losses from the first claimant. In turn, the first claimant blamed the JV and denied any liability to compensate the defendant for any loss.[38] The second claimant refused to join the defendant in its claim against the first claimant despite it being a joint promisee (with the defendant) with respect to the contractual duties that the first claimant owed to the JV under the Services Contract. This was ostensibly because the claimants were related corporations.[39]

31 In the arbitration, the tribunal accepted substantial parts of the defendant's case on liability, including its findings of breaches of certain duties under the Services Contract and ordered the first claimant to pay $12m in damages (with interest and costs) to the defendant.[40]

35 *DQR v DQT* [2026] SGHC 23 at [24].
36 *DQR v DQT* [2026] SGHC 23 at [30] and [34].
37 *DQR v DQT* [2026] SGHC 23 at [37].
38 *DQR v DQT* [2026] SGHC 23 at [38].
39 *DQR v DQT* [2026] SGHC 23 at [40].
40 *DQR v DQT* [2026] SGHC 23 at [71].

32 The claimants sought to set aside this award on the ground that it dealt with a dispute beyond the scope of the submission to arbitration.[41] The claimants' case was that the tribunal made two key findings in the award that necessarily required a consideration of the terms of the JV Deed, and was therefore in excess of its jurisdiction.[42] The findings made by the tribunal and relied on by the claimants were as follows:[43]

(a) The loss suffered were personal to the defendant as long as they fell outside the JV Account.

(b) Therefore, the sums awarded in the arbitration should be paid to the defendant directly and not to the JV Account.

33 The Singapore General Division found that the tribunal did not exceed its jurisdiction. This was because the tribunal had only made a finding that the damages it awarded were personal to the defendant, based on the evidence presented in the arbitration.[44] It did not allocate blame as between the defendant and the second claimant, nor did it award the loss jointly to the defendant and the second claimant, since no evidence or claim was adduced by the second claimant.[45]

34 Ultimately, the court found it clear that the tribunal had recognised that (a) whether the second claimant was entitled to any part of the damages; and (b) whether the defendant was obliged to account to the JV for the damages or (to pay damages into the project account), were disputes under the JV Deed.[46]

35 The court found that the tribunal had only ordered the first claimant to pay the damages directly to the defendant because this was the usual form of award in an arbitration where only one claimant sought damages.[47] The court therefore dismissed the claimants' application.

41 *DQR v DQT* [2026] SGHC 23 at [81].
42 *DQR v DQT* [2026] SGHC 23 at [85].
43 *DQR v DQT* [2026] SGHC 23 at [85].
44 *DQR v DQT* [2026] SGHC 23 at [87].
45 *DQR v DQT* [2026] SGHC 23 at [88].
46 *DQR v DQT* [2026] SGHC 23 at [92].
47 *DQR v DQT* [2026] SGHC 23 at [92].

36 From a drafting perspective, *DQR v DQT* illustrates the risks of a fragmented, multi-contract structure where the consequences of an arbitral award (including payment destination and accounting obligations) are dealt with in one instrument (*ie*, the JV Deed) but the arbitration proceeds are dealt with in another (*ie*, the Services Contract). Where those instruments do not speak to one another, a tribunal may revert to the "usual form" of award,[48] even if it does not reflect the parties' commercial allocation of funds.

37 To mitigate these risks, parties should ensure that the rights and obligations of members of a joint venture/consortium are recorded consistently across all project contracts, including express provisions on (a) authority to commence arbitration; and (b) the treatment of proceeds of any award or amicable settlement.

IV. Case law in India on consortium agreements relevant to *DRO v DRP*

38 The court's approach in *DRO v DRP* may be contrasted with three Indian decisions addressing similar questions: *Raster Images Pvt Ltd Tamil Nadu v State of UP*[49] ("*Raster*"), *Geo Miller & Co Pvt Ltd v Bihar Urban Infrastructure Development Corp Ltd*[50] ("*Geo Miller*") and *Consulting Engineers Group Ltd v National Highways Authority of India*[51] ("*Consulting Engineers*").

39 In these cases, the courts considered contracts between an unincorporated consortium and a third party where a dispute arose involving an individual consortium member. The issue was whether that member could invoke the arbitration clause independently of the consortium.

40 The courts held that an individual consortium member could not invoke the arbitration agreement independently.

48 *DQR v DQT* [2026] SGHC 23 at [78].
49 (2023) 9 ILRA 1099; 2023 STPL (Web) 126 Allahabad.
50 (2017) 1 ArbiLR 245.
51 OMP (I) (COMM) 244/2022.

41 In *Consulting Engineers*, the court held that the arbitration clause could only be invoked by the consortium, as an individual member was not a party to the arbitration agreement in its personal capacity. This was, *inter alia*, because the agreement between the consortium members did not vest any authority in a non-leader member to pursue contractual matters, including the invocation of the dispute resolution clause.[52]

42 In *Raster*, the court reasoned that the arbitration clause envisaged a two-party regime and prescribed a three-member tribunal: an arbitrator appointed by the consortium, an arbitrator appointed by the other contracting party, and a presiding arbitrator appointed by the two party-appointed arbitrators.

43 A reading that the arbitration clause was intended to refer every dispute between consortium members *inter se* to arbitration would do violence to the language of the clause.[53]

44 In a situation where that reading is adopted, each member of the consortium would have a right to appoint its own arbitrator. Where there are three consortium members, this would result in three arbitrators being appointed on behalf of the members, one more arbitrator being appointed by the other contracting party, and a presiding arbitrator appointed by the four arbitrators. The tribunal would thus comprise five arbitrators, notwithstanding that the arbitration clause envisaged a three-member tribunal.[54]

45 Additionally, the court specifically noted that the disputes raised by the claimant "gave a flavour of disputes between the Consortium members inter-se and not so much between the Consortium on one hand and the respondent-Authority on the other".[55] The court was careful to scrutinise the true nature of the dispute, particularly in determining whether it was one that properly engaged the main contract (*eg*, a dispute between

52 *Consulting Engineers Group Ltd v National Highways Authority of India* OMP (I) (COMM) 244/2022.
53 *Raster Images Pvt Ltd Tamil Nadu v State of UP* (2023) 9 ILRA 1099; 2023 STPL (Web) 126 Allahabad ("*Raster*") at [53].
54 *Raster* at [54].
55 *Raster* at [23].

the owner and the consortium) as opposed to the consortium agreement (*eg*, a dispute between the consortium members themselves).

46 In *Geo Miller*, the court had emphasised that the agreement was between the consortium and the owner of the project, and the consortium was to be represented through its leader; correspondingly, the arbitration agreement was not intended to be invoked by a single member acting alone.[56]

47 Against that background, the General Division in *DRO v DRP* distinguished *Raster* and *Geo Miller* on the basis of drafting differences. In particular, the court noted that those cases lacked:[57]

(a) a definition of the consortium members as "jointly and severally" liable; and

(b) contractual rights that were conferred on individual members to the exclusion of others.

48 Taken together, *DRO v DRP* demonstrates that small drafting choices – particularly defined terms and internal consistency – can determine the outcome in disputes involving unincorporated consortia. Inconsistent use of language across the Contract fuelled uncertainty as to whether the parties intended a two-party or three-party regime; that uncertainty, in turn, framed the court's analysis of who was entitled to invoke the arbitration clause.

49 The broader point is that agreements involving unincorporated consortia/joint ventures should be drafted with disciplined use of defined terms and a coherent allocation of authority and risk, so as to reduce the scope for an outcome that departs from the parties' negotiated position.

56 *Geo Miller & Co Pvt Ltd v Bihar Urban Infrastructure Development Corp Ltd* (2017) 1 ArbiLR 245 at [19]–[20].

57 *DRO v DRP* [2026] 3 SLR 1012 at [53].

V. Developments in Singapore relating to jurisdiction–admissibility dichotomy in respect of preconditions to arbitration

50 As set out above, *DRO v DRP* set out a new path by dealing with the contentious issue of whether non-compliance with preconditions to arbitration ought to be a matter of admissibility or jurisdiction.

51 Prior to *DRO v DRP*, the Singapore courts had not directly addressed this issue, and it had been understood, on the basis of *Lufthansa*, that this was a matter going to the jurisdiction of the tribunal. However, recent case law shows that Singapore is moving away from this position, towards the position that preconditions to arbitration are *generally* matters going to admissibility instead.

52 In *Lufthansa*, the appellant challenged the arbitral tribunal's jurisdiction on the grounds that, amongst other things, the respondent had not fulfilled the preconditions to arbitration.[58] The Court of Appeal held that the tribunal did not have jurisdiction as a result of the non-compliance.[59] *Lufthansa* was subsequently cited in the seminal textbook *Arbitration in Singapore: A Practical Guide*[60] for the proposition that a tribunal's jurisdiction can be challenged where there is non-compliance with condition precedents for proceeding to arbitration.[61]

53 However, the position ostensibly set out in *Lufthansa* was called into question by a subsequent Court of Appeal decision, *BTN v BTP*. In this case, the court had to decide whether a tribunal's decision on the *res judicata* effect of a prior decision was a matter going to admissibility or jurisdiction.[62] In coming to its decision, the Court of Appeal, in *obiter*, cited the learned

58 *International Research Corp PLC v Lufthansa Systems Asia Pacific Pte Ltd* [2014] 1 SLR 130 at [8].
59 *International Research Corp PLC v Lufthansa Systems Asia Pacific Pte Ltd* [2014] 1 SLR 130 at [63].
60 (Sundaresh Menon ed-in-chief) (Sweet & Maxwell, 2nd Ed, 2018).
61 *Arbitration in Singapore: A Practical Guide* (Sundaresh Menon ed-in-chief) (Sweet & Maxwell, 2nd Ed, 2018) at para 10.067, fn 65.
62 *BTN v BTP* [2021] 1 SLR 276 at [68] and [71].

author Jan Paulsson's view that preconditions to arbitration are matters of admissibility, not jurisdiction.[63]

54 Subsequently, in *DRO v DRP*, as discussed above, the General Division found that a precondition to arbitration was a matter that went to admissibility, and not jurisdiction, for three reasons:[64]

(a) First, in principle, this was consistent with the distinction between jurisdiction (*ie*, the power of the tribunal to hear a case) and admissibility (*ie*, whether it was appropriate for the tribunal to hear it).

(b) Second, the Court of Appeal in *BTN v BTP* had approved of this view, albeit in *obiter*.

(c) Third, this would be in line with the general consensus in international arbitration that preconditions to arbitration should be treated as matters of admissibility rather than jurisdiction.

55 This position appears to be further cemented in the recent High Court decision of *DSQ v DSR*[65] ("*DSQ v DSR*"), in which the General Division followed the position in *DRO v DRP*. In particular, *DSQ v DSR* agreed that *Lufthansa* was not a binding authority on the issue, and that a precondition to arbitration is generally a matter of admissibility and not jurisdiction.[66]

56 However, *DSQ v DSR* emphasised that this general proposition could be displaced, *eg*, where there is "unequivocally clear language" demonstrating that the parties intended the preconditions to arbitration to constitute part of their consent to the tribunal's authority to arbitrate, the issue would properly be characterised as one of jurisdiction.[67]

63 *BTN v BTP* [2021] 1 SLR 276 at [70]–[71]; Jan Paulsson, "Jurisdiction and Admissibility" (2005) in *Global Reflections On International Law, Commerce and Dispute Resolution* (Gerald Aksen *et al* eds) (ICC Publishing, 2005) at p 616.
64 *DRO v DRP* [2026] 3 SLR 1012 at [63].
65 [2026] SGHC 67.
66 *DSQ v DSR* [2026] SGHC 67 at [87].
67 *DSQ v DSR* [2026] SGHC 67 at [87]–[90].

57 In light of the above, the key takeaway is that the characterisation of pre-arbitration steps, *ie*, whether they are matters of admissibility or jurisdiction, ultimately turns on how the parties express their intention in the contractual documents. If the parties intend such preconditions to be mandatory and intend for them to impact their consent to arbitration (*ie*, conditions going to the tribunal's authority and jurisdiction), this must be articulated in clear and unequivocal terms. In this regard, the clause should expressly state that the parties' consent is conditional, and that the tribunal shall have no jurisdiction unless and until the specified and precisely defined steps have been satisfied.

58 Absent such clarity, Singapore courts are likely to treat non-compliance with preconditions to arbitration as an issue of admissibility, leaving the tribunal to decide on the matter, thereby limiting the scope for curial intervention.

VI. Conclusion

59 The decisions in *DRO v DRP* and *DQR v DQT* illustrate that where a joint venture/consortium is not a separate legal entity, drafting is not merely formal: It determines who may invoke the arbitration agreement and how the arbitral process interacts with the parties' wider commercial arrangements.

60 Parties, as well as drafters of agreements involving consortiums or joint ventures, should carefully consider which disputes ought to be adjudicated under the contract between the consortium/joint venture and the third party and which should fall under the consortium or joint venture agreement, *eg*, whether the apportionment of liquidated damages should be resolved between the owner, the consortium and its members, or whether this should be an issue resolved solely between consortium members, and whether all consortium members must be involved in the dispute resolution mechanisms.

61 Corresponding provisions should then be made to reflect this understanding, which must be consistent across both

contracts. This is to avoid speculation from the parties' counsel and the court if and when disputes arise.

62 Practitioners should therefore ensure that a contract's defined terms are precise, applied consistently, and aligned across related contract(s) within the project structure. Where authority to commence arbitration, joinder requirements, and payment mechanics for award proceeds are left implicit (or are addressed only in a separate instrument), the resulting ambiguity may be resolved by a court or tribunal in a manner that the parties may not have anticipated.

63 In the same vein, if parties intend pre-arbitration steps to operate as true conditions precedent going to the tribunal's jurisdiction, this must be expressed in unequivocally clear language; otherwise, such requirements are likely to be treated as matters of admissibility within the tribunal's remit, thereby limiting opportunities for jurisdictional challenge and curial intervention.