Published on 16 January 2019

THE MORATORIUM UNDER SECTIONS 210(10) AND 211B OF THE COMPANIES ACT

[2019] SAL Prac 2

One feature of Singapore law that helps a debtor company restructure its debts using a scheme of arrangement is the debtor's ability to obtain a moratorium on all legal proceedings against it. This article explores certain issues concerning the requirements and scope of the moratorium provisions in ss 210(10) and 211B of the Companies Act (Cap 50, 2006 Rev Ed). It will be seen that the Singapore courts have taken a practical approach to resolving issues relating to s 210(10), and that where s 210(10) has fallen short, s 211B has generally filled the gaps and is therefore a welcome addition to Singapore law.

Mohan **GOPALAN**
LLB (National University of Singapore);
Advocate and Solicitor (Singapore).

I. Introduction

1 One feature of Singapore law that helps a debtor restructure using a scheme of arrangement is the debtor's ability to obtain a moratorium on all legal proceedings against it. This moratorium gives the debtor breathing space to work on its restructuring.

2 This moratorium was first provided for in s 210(10) of the Companies Act.[1] However, as part of a number of changes introduced in 2017 concerning debt restructurings generally,[2] an enhanced moratorium provision was introduced as s 211B of the Companies Act.

1 Cap 50, 2006 Rev Ed.
2 Companies (Amendment) Act 2017 (No 15 of 2017).

3 This article explores certain issues concerning the requirements and scope of ss 210(10) and 211B. It will be seen that the Singapore courts have taken a practical approach to resolving issues relating to s 210(10), and that where s 210(10) has fallen short, either in terms of scope or clarity, s 211B has generally filled the gaps. Before going into these details, however, it would be useful to consider briefly why s 210(10) may still be relevant at all, given that the enhanced moratorium under s 211B is now available.

II. Continued relevance of section 210(10) Companies Act

4 There are at least two differences between ss 210(10) and 211B which could continue to make s 210(10) relevant, despite the introduction of s 211B.

5 One major difference lies in the scope of companies that each provision applies to. Section 210(10) applies to any "company", which means any corporation liable to be wound up under the Companies Act.[3] Section 211B also applies to any corporation liable to be wound up under the Companies Act, but it does not apply to such companies as the Minister may prescribe.[4] The subsidiary legislation sets out certain types of companies that are subject to this exclusion, including banks, finance companies, insurers, electricity licensees and telecommunications licensees.[5] These prescribed types of companies therefore would not be able to invoke s 211B, although they might still be able to invoke s 210(10).

6 The other difference lies in who may invoke the provisions. A debtor company can apply under s 210(10), but so can any member, creditor or holder of units of shares in the debtor company. By contrast, only the debtor company may apply under s 211B. Therefore, in a rare case where stakeholders other than the debtor company itself are seeking a moratorium

3 Companies Act (Cap 50, 2006 Rev Ed) s 210(11).
4 Companies Act (Cap 50, 2006 Rev Ed) s 211A(3).
5 Companies (Prescribed Companies and Entities) Order 2017 (S 247/2017).

in respect of the debtor company, this can be done only under s 210(10) and not under s 211B.

III. Requirements as to scheme proposal and creditor support

7 An application under s 210(10) can be made even if there is no accompanying application under s 210(1) for an order calling a scheme meeting.[6]

8 However, where there is no application under s 210(1), the applicant under s 210(10) will need to show that there is some sort of proposal for the restructuring of its debts. According to the court in *Re Conchubar Aromatics Ltd* ("*Conchubar*"), this proposal needs to be sufficiently detailed for the court to conclude that there is a "reasonable prospect of the scheme working and being acceptable to the general run of creditors".[7] In the later case of *Re Pacific Andes Resources Development Ltd* ("*Pacific Andes*"), the court added that it would also be concerned to ensure that the application is *bona fide* and not "an attempt to game the system by procuring orders under s 210(10) without any real intention of putting forward a serious proposal".[8]

9 The courts have been careful to state that completeness of the proposal is not required at the s 210(10) stage, since any proposal will likely be modified and refined before it is eventually proposed as a scheme.[9] It is therefore not necessary that the proposal has reached a level of maturity that warrants the court granting leave to call a scheme meeting.[10] However, there does

6 *Re Conchubar Aromatics Ltd* [2015] SGHC 322 at [10] and *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [58]. But see Jennifer Payne, *Schemes of Arrangement: Theory, Structure and Operation* (Cambridge University Press, 2014) at p 354.

7 *Re Conchubar Aromatics Ltd* [2015] SGHC 322 at [12].

8 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [59].

9 *Re Conchubar Aromatics Ltd* [2015] SGHC 322 at [12].

10 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [66].

need to be some sort of proposal, since s 210(10) does not allow for an order to be granted without any proposal at all.[11]

10 Given that the proposal at the s 210(10) stage need not be complete and may evolve, close scrutiny of the merits of the proposal or its viability and likely acceptance by creditors should not be carried out at this stage.[12] Also, whether the proposal has a reasonable prospect of working and being acceptable to the general run of creditors is an assessment to be made by the court, and not by the creditors.[13] Therefore, while evidence of creditor support may indicate that there is a reasonable prospect of the proposal being acceptable to the general run of creditors, the court "should not engage in a vote count" at this stage.[14]

11 Under the s 211B regime, the information that an applicant is required to provide at the point of application is set out more systematically under the four statutory limbs of s 211B(4):

> (*a*) evidence of support from the company's creditors for the intended or proposed compromise or arrangement, together with an explanation of how such support would be important for the success of the intended or proposed compromise or arrangement;
>
> (*b*) in a case where the company has not proposed the compromise or arrangement to the creditors or class of creditors yet, a brief description of the intended compromise or arrangement, containing sufficient particulars to enable the Court to assess whether the intended compromise or arrangement is feasible and merits consideration by the company's creditors when a statement mentioned in section 211(1)(*a*) or 211I(3)(*a*) relating to the intended compromise or arrangement is placed before those creditors;
>
> (*c*) a list of every secured creditor of the company;

11 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [67].
12 *Re Conchubar Aromatics Ltd* [2015] SGHC 322 at [12].
13 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [65].
14 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [65] and [70].

(*d*) a list of all unsecured creditors who are not related to the company or, if there are more than 20 such unsecured creditors, a list of the 20 such unsecured creditors whose claims against the company are the largest among all such unsecured creditors.

12 In *Re IM Skaugen SE* ("*Skaugen*"), the court clarified that where the company has already proposed a scheme and does not merely intend to do so, limb (*b*) of s 211B(4) does not need to be satisfied. However, where the company has not yet proposed a scheme but merely intends to do so, all four limbs of s 211B(4) need to be satisfied.[15]

13 The consequence of this approach to s 211B(4) is that even where the company has not already proposed a scheme but merely intends to do so, the company will need to show evidence of creditor support, as required by limb (*a*). However, the court in *Skaugen* clarified that in this situation, the support required would be for the moratorium and not for the scheme itself, since the scheme would not yet have been proposed.[16]

14 As to what sort of evidence is needed under limb (*a*), the committee report which gave rise to s 211B ("ICDR Report") suggests that the support should be from "creditors of sufficient importance to the restructuring of the debtor (such as secured creditors whose assets are integral to the operations of the debtor or constitute all or substantially all of the debtor's assets and/or significant unsecured creditors in terms of the value of their debt)".[17] The court in *Skaugen* also clarified that as with s 210(10), the court should not engage in a vote count at this stage.[18] In that case the court in evaluating creditor support also appeared to take into account the fact that no creditors were opposing the application.[19] The court also stated that in the

15 *Re IM Skaugen SE* [2018] SGHC 259 at [48(c)].

16 *Re IM Skaugen SE* [2018] SGHC 259 at [50].

17 Ministry of Law, *Report of the Committee to Strengthen Singapore as an International Centre for Debt Restructuring* (20 April 2016) at para 3.10(b)(ii).

18 *Re IM Skaugen SE* [2018] SGHC 259 at [58] and [65].

19 *Re IM Skaugen SE* [2018] SGHC 259 at [59].

context of a restructuring involving a group of companies, it would not ignore overall creditor support for the group restructuring as a whole, although support from each applicant's own creditors would still need to be shown.[20]

15 Where the applicant has not yet proposed a scheme and limb (*b*) therefore applies, the applicant must provide a brief description of the intended scheme. The Explanatory Statement to the Companies (Amendment) Bill expressly clarifies that this requirement is intended to be similar to the approach taken in *Conchubar* in relation to s 210(10).[21]

16 Finally, as with s 210(10), the court in *Skaugen* stated that there is a requirement for applications under s 211B to be made *bona fide*.[22]

IV. Scope of restraints

17 There are four issues relating to the scope of the restraints under ss 210(10) and 211B that are particularly interesting: (a) the precise scope of the restraint on court proceedings, (b) whether security enforcement can be restrained, (c) whether the restraints can protect other entities related to the applicant and (d) whether the restraints can apply to acts outside Singapore. These issues are discussed in turn.

A. Restraining court proceedings

18 Section 210(10) provides that the court may restrain "further proceedings in any action or proceeding against the company". This has led some commentators to observe that restraints can only be granted in respect of proceedings that have already been commenced, and not pre-emptively in relation

20 *Re IM Skaugen SE* [2018] SGHC 259 at [63].
21 Companies (Amendment) Bill (No 13/2017) at p 121.
22 *Re IM Skaugen SE* [2018] SGHC 259 at [69].

to proceedings that have not yet been commenced.[23] This in turn also suggests that only specific proceedings can be restrained, and that it is not possible to obtain a "blanket" moratorium that restrains all proceedings generally.

19 However, the Singapore courts have generally taken a more practical approach to these issues, allowing pre-emptive and blanket restraints to be granted under s 210(10). One example is *Re Horizon Knowledge Solutions Pte Ltd*,[24] where the court granted such an order under s 210(10), albeit without specifically considering the issue. Later, in *Re TPC Korea Co Ltd* ("*TPC Korea*"),[25] the court acknowledged that s 210(10) allowed for restraints to be "pre-emptive". Most recently, in *Conchubar*,[26] the court acknowledged that restraints under s 210(10) could apply to "potential proceedings", which supports the availability of pre-emptive restraints under s 210(10). There are also numerous unreported cases where pre-emptive and blanket restraints were granted under s 210(10),[27] and some commentary supporting the availability of a blanket restraint, noting that this practice "has merit".[28] There is, however, at least one case where it appears that the applicants sought pre-emptive and blanket restraints but were granted only

23 See, *eg*, *Atkin's Court Forms Singapore* (LexisNexis Singapore, 2009) ch XLIV, at para 253; *Law and Practice of Corporate Insolvency* (Andrew Chan gen ed) (LexisNexis Singapore, 2014) at p 83; *Woon's Corporations Law* (Walter Woon gen ed) (LexisNexis Singapore, 2016) ch L, at para 152; and Jennifer Payne, *Schemes of Arrangement: Theory, Structure and Operation* (Cambridge University Press, 2014) at pp 354–355.

24 [2004] SGHC 270 at [2(b)].

25 [2010] 2 SLR 617 at [8].

26 [2015] SGHC 322 at [18].

27 See, *eg*, *Re Korea Line Corporation* (Originating Summons No 193 of 2011/S), *Re Hopeway Marine Inc* (Originating Summons No 254 of 2012/H), *Re Bumi Investment Pte Ltd* (Originating Summons No 1101 of 2014), *Re Berau Capital Resources Pte Ltd* (HC Originating Summons No 630 of 2015) and *Re Punj Lloyd Pte Ltd* (HC Originating Summons No 857 of 2015).

28 *Law and Practice of Corporate Insolvency* (Andrew Chan gen ed) (LexisNexis Singapore, 2014) at p 84.

specific restraints of current proceedings.[29] It is worth noting that the Court of Appeal has not yet considered these issues.

20 These issues have been clarified in s 211B, which allows for restraints against "the commencement or continuation of any proceedings" against the company.[30] This implies that pre-emptive and blanket restraints can be granted under s 211B.

21 Another issue concerning court proceedings is whether ss 210(10) and 211B allow the restraint of *in rem* proceedings against ships.

22 In *TPC Korea*, the court suggested that the regime for admiralty proceedings under the High Court (Admiralty Jurisdiction) Act[31] ("HCAJA") was "self-contained" and that therefore orders under s 210(10) should not interfere with admiralty proceedings.[32] However, this was later doubted in *Re Taisoo Suk*, where the court observed that there was nothing in the HCAJA that expressly separated arrests of ships from being "subject to general processes".[33]

23 The position under s 211B is somewhat clearer. In its response to feedback on the statutory amendments introducing s 211B, the Ministry of Law clarified that the s 211B moratorium also restrains *in rem* proceedings.[34] However, the Ministry noted that this was not an absolute ban on such proceedings, because such proceedings could still be commenced or continued with the court's leave.[35] However, this position may change with the

29 See the announcements of Serrano Limited on the Singapore Exchange (24 May 2016 and 28 June 2016).

30 Companies Act (Cap 50, 2006 Rev Ed) s 211B(1)(*c*).

31 Cap 123, 2001 Rev Ed.

32 *Re TPC Korea Co Ltd* [2010] 2 SLR 617 at [18]–[19].

33 *Re Taisoo Suk* [2016] 5 SLR 787 at [26].

34 Ministry of Law, *Supplementary Response to Feedback Received on Companies (Amendment) Act 2017 to Strengthen Singapore as an International Centre for Debt Restructuring* (22 May 2017) at para 2.3.4.

35 Ministry of Law, *Supplementary Response to Feedback Received on Companies (Amendment) Act 2017 to Strengthen Singapore as an International Centre for Debt Restructuring* (22 May 2017) at paras 2.3.5–2.3.6. See also Indranee Rajah SC,

(*cont'd on the next page*)

coming Insolvency, Restructuring and Dissolution Act 2018,[36] under which it is envisaged that *in rem* proceedings against ships will be carved out from the moratorium that is analogous to the current s 211B.[37]

24 Finally, the court in *Skaugen* has clarified that "proceedings" in s 211B includes arbitration proceedings.[38] It can be argued that the same interpretation ought to apply in the context of s 210(10).

B. Restraining security enforcement

25 In *Re Panglobal Bhd*,[39] a Malaysian case on the equivalent of s 210(10), the court granted an order restraining a secured creditor from enforcing its rights under a debenture. This suggests that s 210(10) can be used to restrain secured creditors from enforcing their security, and this position appears to be accepted in some of the commentaries.[40] There are also some unreported cases where the Singapore court has granted carve-outs from s 210(10) orders to allow secured creditors to enforce their rights,[41] and one reported case where the court granted a carve-out for a security agent.[42] It could be argued that such carve-outs would have been unnecessary if s 210(10) clearly could not apply to restrain security enforcement, and that therefore these cases support the view that s 210(10) can restrain security enforcement. On the other hand, it could also be argued

"Enhancing Singapore as an International Debt Restructuring Centre for Asia and Beyond" *Ministry of Law* (20 June 2017) at p 4.

36 Act 40 of 2018.

37 *Parliamentary Debates, Official Report* (1 October 2018) vol 94 (Edwin Tong Chun Fai, Senior Minister of State for Law).

38 *Re IM Skaugen SE* [2018] SGHC 259 at [79].

39 [1999] 1 MLJ 590.

40 See, *eg*, *Atkin's Court Forms Singapore* (LexisNexis Singapore, 2009) ch XLIV, at para 253 and *Woon's Corporations Law* (Walter Woon gen ed) (LexisNexis Singapore, 2016) ch L, at para 152.

41 See, *eg*, *Re Korea Line Corporation* (Originating Summons No 193 of 2011/S), *Re Hopeway Marine Inc* (Originating Summons No 254 of 2012/H) and *Re Punj Lloyd Pte Ltd* (HC Originating Summons No 857 of 2015).

42 *Re Conchubar Aromatics Ltd* [2017] 3 SLR 748 at [51(a)].

that these carve-outs were made simply "for the avoidance of doubt".

26 There is also commentary arguing that s 210(10) does not allow for restraints on security enforcement.[43] One commentary argues that since the purpose of the moratorium is to provide breathing space for the company, it should apply only to proceedings brought by unsecured creditors and should not extend to secured creditors.[44] This reasoning can only go so far – if unsecured creditors can harass a company through legal proceedings, secured creditors can do the same by asserting their rights in relation to security. The commentary also seems to argue that the s 210(10) moratorium is similar to the moratorium in judicial management and therefore should not extend to secured creditors, but this is not a particularly compelling analogy since the moratorium in judicial management also restrains security enforcement.[45]

27 From a policy perspective there is certainly merit in allowing security enforcement to be restrained, because the lack of such a restraint could prejudice the possibility of a restructuring, and the purpose of s 210(10) is to facilitate restructurings. However, how much a court can do may ultimately be limited by the text of the statute, and it is arguable that the word "proceedings" in s 210(10) is limited to litigation-type proceedings only and does not extend to steps that secured creditors can take on their own as self-help remedies.[46] It would then become necessary to consider whether the specific right that the secured creditor seeks to assert in any particular case

43 See, *eg*, *Halsbury's Laws of Singapore* vol 13 (LexisNexis Singapore, 2016) at para 150.023, *Law and Practice of Corporate Insolvency* (Andrew Chan gen ed) (LexisNexis Singapore, 2014) at p 83 and Jennifer Payne, *Schemes of Arrangement: Theory, Structure and Operation* (Cambridge University Press, 2014) at p 355.

44 Law and Practice of Corporate Insolvency (Andrew Chan gen ed) (LexisNexis Singapore, 2014) at p 83.

45 Companies Act (Cap 50, 2006 Rev Ed) s 227D(4)(*e*).

46 See *Electro Magnetic (S) Ltd v Development Bank of Singapore Ltd* [1994] 1 SLR(R) 574 at [18].

requires the creditor to turn to litigation-type proceedings for assistance.

28 The position is clearer under s 211B, which expressly allows for restraints against security enforcement.[47] It should be noted, however, that the text of the restraint under s 211B is similar to that of the judicial management moratorium, and the court has interpreted the latter provision as not preventing the exercise of bankers' set-off rights.[48] Also excluded from the restraint under s 211B are rights relating to set-off and netting arrangements concerning certain types of derivatives and securities contracts.[49]

C. Protecting related companies

29 In the past, the courts have granted orders under s 210(10) which purported to restrain proceedings against entities other than the applicant. In *Re Bumi Investment Pte Ltd*, for example, the order restrained proceedings against the applicant company itself, as well as proceedings against guarantors of the applicant company's indebtedness, where these guarantors were not themselves applicants under s 210(10).[50] Similar orders were also made in at least one other unreported case.[51]

30 However, in *Pacific Andes*, the court considered this point specifically and held that the court did not have jurisdiction to grant restraints under s 210(10) to protect entities other than the applicant, when those other entities were not themselves applicants under s 210(10).[52] This is consistent with the text of s 210(10), which refers only to actions and proceedings "against the company", and not against other entities.

---

47 Companies Act (Cap 50, 2006 Rev Ed) s 211B(1)(*e*).

48 *Electro Magnetic (S) Ltd v Development Bank of Singapore Ltd* [1994] 1 SLR(R) 574 at [11]–[12].

49 Companies Act (Cap 50, 2006 Rev Ed) s 211B(12).

50 *Re Bumi Investment Pte Ltd* (Originating Summons No 1101 of 2014).

51 *Re Berau Capital Resources Pte Ltd* (HC Originating Summons No 630 of 2015).

52 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [10].

31 The position is likely to be the same under s 211B, in the sense that a non-applicant cannot obtain the benefit of a moratorium. However, where an order has been made under s 211B in relation to a company (the "subject company"), the court may grant a moratorium to a related company under s 211C of the Companies Act. Section 211C was intended to prevent creditors from frustrating a restructuring by taking action against related corporate entities that are a necessary and integral part of the restructuring plan for the corporate group that they belong to.[53]

32 Although the related company still has to make its own application for a moratorium under s 211C, the criteria that the related company needs to fulfil are less extensive than for an application under s 211B. For example, the related company does not need to file information regarding any intended scheme or regarding the makeup of its creditors. However, the related company needs to show that it plays a "necessary and integral role" in the subject company's intended scheme,[54] and that the subject company's scheme "will be frustrated" if one of the actions that may be restrained by an order under s 211C are taken against the related company.[55] The related company also needs to show that its creditors "will not be unfairly prejudiced" by the order under s 211C.[56]

33 Section 211C(2)(*b*) seems to suggest that the related company can only apply under s 211C after an order under s 211B has already been obtained in relation to the subject company. However, the current practice appears to be that the related company applies under s 211C simultaneously with the subject company's application under s 211B, so that the applications can be heard together to avoid delay.[57]

---

53 Ministry of Law, *Report of the Committee to Strengthen Singapore as an International Centre for Debt Restructuring* (20 April 2016) at para 3.15.

54 Companies Act (Cap 50, 2006 Rev Ed) s 211C(2)(*c*).

55 Companies Act (Cap 50, 2006 Rev Ed) s 211C(2)(*d*).

56 Companies Act (Cap 50, 2006 Rev Ed) s 211C(2)(*e*).

57 See, *eg*, the announcements of following companies on the Singapore Exchange: Hoe Leong Corporation Ltd (23 November and 7 December 2017),

(*cont'd on the next page*)

D. Restraining acts outside Singapore

34 In 2012, the court granted an order under s 210(10) that purported to apply to proceedings "in Singapore or elsewhere", seemingly for the first time.[58] However, the order came with significant carve-outs: among other things, it was stated not to apply to a person outside the jurisdiction of the Singapore court until the order was declared enforceable or was enforced in the relevant foreign jurisdiction, unless the person was given written notice at his residence or place of business in Singapore. This carve-out was based on the standard form for a worldwide injunction prohibiting the disposal of assets.[59] After this case, similar orders were made in a few other cases.[60]

35 This practice ground to a halt in 2016 with *Pacific Andes*. Here, the court held that since schemes of arrangement under s 210 are territorial in nature, the relief available under s 210(10) to facilitate a scheme ought also to be territorial.[61] However, the court also ventured the preliminary view that pursuant to its inherent jurisdiction (as opposed to under s 210(10)), it could restrain proceedings overseas after a successful vote at a scheme meeting, so as not to undermine an application for sanction of the scheme.[62]

36 This latter point was picked up in *Re Empire Capital Resources Pte Ltd*.[63] Here the applicant argued that the court's inherent jurisdiction to restrain foreign proceedings could be exercised where the court had ordered a scheme meeting under s 210(1), which is an earlier stage than that contemplated

FSL Trust Management Pte Ltd (18 December 2017 and 16 January 2018) and Ryobi Kiso Holdings Ltd (31 July 2018 and 27 August 2018).

58 *Re Hopeway Marine Inc* (Originating Summons No 254 of 2012/H).

59 Supreme Court Practice Directions, Appendix A, Form 7 at para 9.

60 See, *eg*, *Re Bumi Investment Pte Ltd* (Originating Summons No 1101 of 2014) and *Re Berau Capital Resources Pte Ltd* (HC Originating Summons No 630 of 2015).

61 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [18].

62 *Re Pacific Andes Resources Development Ltd* [2018] 5 SLR 125 at [28].

63 [2018] SGHC 36.

in *Pacific Andes*. The court ultimately did not order a restraint of foreign proceedings, but also did not appear to decide the issue of whether such a restraint could be granted at this earlier stage.[64] However, the court expressed the view that "any inherent jurisdiction should generally not be exercised to affect proceedings overseas", and that it would only be in "limited" circumstances that proceedings overseas would be circumscribed by an order of a Singapore court.[65] These issues have not yet been considered by the Court of Appeal.

37 Section 211B provides expressly that an order under the section may be expressed to apply to any act of a person in Singapore or within the jurisdiction of the Singapore court, whether the act takes place in Singapore or elsewhere.[66] However, this worldwide restraint needs to be specifically applied for, and is not available in relation to the automatic moratorium that arises upon the filing of an application under s 211B.[67]

38 Some issues relating to the worldwide moratorium under s 211B are elaborated on in the ICDR Report. The ICDR Report clarifies that the ability to restrain acts overseas is meant to apply to creditors who are "subject to the *in personam* jurisdiction of the Singapore courts".[68] This refers to creditors who are "based in Singapore" or have "sufficient nexus to Singapore such as to invoke the jurisdiction of the Singapore courts".[69] The ICDR Report seems to include within this scope those creditors who are "registered in and/or operating from

64 *Re Empire Capital Resources Pte Ltd* [2018] SGHC 36 at [100].
65 *Re Empire Capital Resources Pte Ltd* [2018] SGHC 36 at [100].
66 Companies Act (Cap 50, 2006 Rev Ed) s 211B(5)(*b*).
67 Companies Act (Cap 50, 2006 Rev Ed) s 211B(8). See also *Re IM Skaugen SE* [2018] SGHC 259 at [39].
68 Ministry of Law, *Report of the Committee to Strengthen Singapore as an International Centre for Debt Restructuring* (20 April 2016) at para 3.14.
69 Ministry of Law, *Report of the Committee to Strengthen Singapore as an International Centre for Debt Restructuring* (20 April 2016) at para 3.14.

Singapore".[70] The ICDR Report also clarifies that the availability of a worldwide restraint "need not be limited to circumstances where the creditor to be restrained has been guilty of oppressive, vexatious or otherwise unfair or improper conduct".[71]

39 In *Skaugen*, the court also clarified that worldwide orders under s 211B should not be made in "omnibus" form and should instead be made with respect to a specific act or acts of a specific party.[72]

V. Conclusion

40 Although the text of s 210(10) is not particularly detailed and is somewhat limited in its scope, it can be seen that the Singapore courts have generally taken a practical approach to clarifying the contours of the provision. This approach has allowed s 210(10) to fulfil its role to the fullest extent possible, without overstepping the boundaries set by its text. Where s 210(10) has fallen short, either in terms of scope or clarity, s 211B has generally filled the gaps and is in this respect a welcome addition to Singapore law.

70 Ministry of Law, *Report of the Committee to Strengthen Singapore as an International Centre for Debt Restructuring* (20 April 2016) at para 3.14.

71 Ministry of Law, *Report of the Committee to Strengthen Singapore as an International Centre for Debt Restructuring* (20 April 2016) at para 3.13.

72 *Re IM Skaugen SE* [2018] SGHC 259 at [86].