MIArb NEWSLETTER

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INSTITUT PENIMBANGTARA MALAYSIA

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Note From President

Dear Members,

I took over as President of our Institute in June this year from Mr Lam Ko Luen. Given Mr Lam's and his Council's achievements during the past two years, your Council and I have big shoes to fill. We will nevertheless endeavour to meet, if not exceed your expectations of the Institute and the benefits of being a member.

This is our second newsletter of 2015; put together by our Editor and Council Member, Joshua Chong. This issue contains interesting and informative articles and case commentaries and notes that I trust you will find useful. I thank the contributors for their time and effort. This issue also covers some events organised and/or participated by the Institute between May 2015 and November 2015.

On 4 June 2015, Nick Powell from Axiom Consultants spoke to us on 'Expert Witnesses: A Bare Knuckle Price Fight or Can We Do Better?'. On 28 July 2015, Ir. Lai Sze Ching from IEM gave a talk on 'Performance Bonds: Can On-Demand Bonds be Stopped?' at the Institute. I thank Mr. Powell and Ir. Lai for taking the time to give us an engaging talk on pertinent topics.

The Institute, in collaboration with Brickfields Asia College, successfully conducted the Diploma in International Arbitration programme in August and September 2015. The course was well attended. I thank the speakers who contributed their time and effort in making this recent intake a success. Special thanks goes to Shirley Hor who contributed extensively as course coordinator and speaker for the lectures.

In October 2015, the Institute, in collaboration with Pertubuhan Akitek Malaysia, Royal Institution of Surveyors, Malaysia and The Institution of Engineers, Malaysia (DRP Subcommittee) organised the Joint Courses on Alternative Dispute Resolution for Practitioners. The Course was a two-day course on arbitration, adjudication, mediation and a discussion on common issues in construction contract management. The Joint Course was very well received. The Institute conducted the course entitled, 'Arbitration: Practical Aspects'. I would like to thank Ms Sharon Chong for contributing as a speaker for the course.

The Institute also launched its Facebook page in August this year. The aim of our Facebook page is to enhance our reach with our members and to better communicate the activities of the Institute to our members. My sincere thanks and appreciation goes to Gregory Das for putting the page together and its on-going administration.

I wish to thank the Council Members for their tireless effort and support in carrying out our duties during the past six months.

I also encourage all members to continue playing an active role in the activities of the Institute and to support its initiatives for the betterment of the practice in Malaysia.

Thank you.

Kevin Prakash
President

Contents

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Contributions
Articles and other materials of interest for publication in future issues are welcomed. MIArb reserves the right to edit or decline any materials submitted.

This newsletter is available on our website: www.miarb.com. We encourage members to forward this newsletter to interested individuals. We welcome feedback from readers; please email info@miarb.com

Past Events
2015

4.6.2015
Talk on "Expert Witnesses: A Bare Knuckle Prize Fight of Can We Do Better?"

28.7.2015
Talk on "Performance Bonds: Can On-Demand Bonds be Stopped?"

15.10.2015 & 22.10.2015
The Joint Course on Alternative Dispute Resolution for Practitioners

24.10.2015
ClArb Centennial Anniversary Dinner

Third Party Funding: Is it The Way Forward?

by **Kevin Prakash**
LLB (Hons), CLP, LLM (Hons)
President of MIArb,
Partner, Mohanadass Partnership

Third party funding has lately drawn differing viewpoints from various quarters. The general consensus however appears to favour the traditional approach, with a clear reluctance to embrace a situation where a third party with no connection to the proceedings may fund a litigant's case in exchange for a share of any sum awarded.

The classic case of **British Cash & Parcel Conveyors v Lamson Store Service Co**. describes the concept of third party funding as comprising both maintenance and champerty[1]. In the said case, the term *'maintenance'* is described as the wanton and officious intermeddling with the disputes of others in which the maintainer has no interest whatsoever, and where the assistance he renders to the one or the other party is without justification or excuse.[2] *'Champerty'*, on the other hand, is really maintenance but with a share in the spoils of the litigation.[3]

Contrary to the Malaysian position, it may be noted that the concept of third party funding is well developed in other Commonwealth jurisdictions, such as Australia, the United Kingdom, Canada, South Africa, and New Zealand. It is also widely practised in the United States.

1 *British Cash & Parcel Conveyors v Lamson Store Service Co [1908] 1 KB 1006 at 1014.*
2 *British Cash at 1014*
3 *Per Lord Mustill in Giles v Thompson [1994] 1 AC 142, 161*

As a matter of law, third party funding is prohibited here in Malaysia. The High Court, in the case of **Amal Bakti Sdn Bhd & Ors v Milan Auto (M) Sdn Bhd & Ors**[4], refused to entertain a champerty agreement on grounds of public policy. See also of **Mastika Jaya Timber Sdn Bhd v Shankra A/L Ram Pohumall**[5], where it has been held that public policy is offended by a champertous agreement because of its tendency to pervert the due course of justice. In **Re Trepca Mines Ltd (No.2)**[6], Lord Denning explained this public policy in the following oft cited passage at 219-220:

> *"The reason why the common law condemns champerty is because of the abuses to which it may give rise. The common law fears that the champertous maintainer might be tempted, for his own personal gain, to inflame the damages, to suppress evidence, or even to suborn witnesses. These fears may be exaggerated; but, be that so or not, the law for centuries has declared champerty to be unlawful, and we cannot do otherwise than enforce the law."*

In addition to the above, Section 112 of the Legal Profession Act 1976, which is applicable to advocates and solicitors practising in West Malaysia, provides that no advocate shall enter into any agreement which stipulates for or contemplates payment only in the event of success in such suit, action or proceeding (commonly known as a contingency fee agreement).

4 *[2009] 5 MLJ 95*
5 *[2010] MLJU 301*
6 *[1963] Ch 199*

There is growing opinion that a litigant or even companies facing insolvency or bankruptcy should not be shut out from seeking justice due to want of funding.

Despite the tilt towards the traditional approach described above, the concept of third party funding is gaining traction whereby it is seen as a means to assist a litigant in pursuing a meritorious claim[7]. There is growing opinion that a litigant or even companies facing insolvency or bankruptcy should not be shut out from seeking justice due to want of funding.

Further, the ever-increasing costs of court litigation and arbitration appear to be a contributing factor in favouring external funding. In particular, a litigant with limited funding may not be able to pursue or defend a claim in a complex international arbitration involving multiple parties, a protracted discovery exercise and expensive expert testimony. Arbitration in particular appears to be attractive to third-party funders given the enforceability of arbitration awards across jurisdictions. An attractive middle ground perhaps may be to permit third party funding in arbitration alone.

The Malaysian Bar appears to adopt the position that the rule against maintenance and champerty is intended to uphold and ensure the professionalism of lawyers in the conduct of matters entrusted to them. This is to ensure that the administration of justice is not commercialised. This cautious approach underscores the Malaysian position thus far. I do agree with this position. The question however is whether we should look forward by adopting a less rigid approach to third party funding at least for arbitration.

As a way forward, I propose that a thorough consultative process should be taken by the various stakeholders to assess the utility of the third party funding model in Malaysia. Regulation would be key to ensure that the feared side effects of third party funding are kept in check. While it remains of utmost importance that the principles of the profession are upheld without any compromise, we should consider embracing this change if we are to develop our arbitration practice here.

7 *David S. Abrams & Daniel L. Chen, "A Market for Justice: A First Empirical Look at Third Party Litigation Funding", 15 U. PA. J. BUS. L. 1075 (2013)*

Case Notes

by Gregory Das
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-Arbitration-

Section 42 of the Arbitration Act 2005

Scope of a challenge against an arbitrator's decision

Challenging an arbitrator's decision on the quantum of damages to be awarded to an innocent contracting party.

In Chain Cycle Sdn. Bhd. v. Kerajaan Malaysia (Civil Appeal No.: W-01(C)(A)-379-09/2014), the Court of Appeal was required to decide upon a challenge against an arbitrator's decision on the propriety of the termination of a construction contract and the quantum of damages to be awarded as a result of a breach of the contract.

The Appellant contracted with the Respondent for the design, construction, testing and commission of a solid waste treatment plant in Labuan. The contract contained certain performance specifications for the treatment plant, which required there to be a periodical test of, amongst others, the capacity of the plant to treat a specified tonnage of waste.

The plant failed to meet the performance specifications at its first testing and commissioning. Following the implementation of certain design modifications, the plant underwent a second testing and re-commissioning. The plant again failed to meet the performance specifications under the contract.

The Appellant declined to undertake further testing and commissioning for the plant. The Respondent thereafter terminated the contract. The Appellant then instituted arbitral proceedings against the Respondent to challenge the said termination of the contract. In response, the Respondent filed a counterclaim that alleged that the Appellant had itself breached the contract in view of the non-functional state of the plant.

...the 'Absalom Exception' precludes a party from challenging an arbitral tribunal's decision on a matter referred to it ...

The arbitrator upheld the Respondent's termination of the contract and dismissed the Appellant's claim and, further, allowed the Respondent's counterclaim. The Appellant then challenged the arbitrator's decision at the High Court under Sections 37 and 42 of the Arbitration Act 2005. The High Court affirmed the arbitrator's findings but decreased the quantum of damages awarded to the Respondent for its counterclaim.

The Appellant appealed against the High Court's decision and the Respondent cross-appealed against the variation of the quantum of damages that it was awarded. The Court of Appeal unanimously dismissed the appeal and allowed the Respondent's cross-appeal.

In so doing, the Court of Appeal made some significant remarks on the scope of a challenge against an arbitrator's award under Section 42 of the Arbitration Act 2005.

In this respect, there was much discussion on the extent to which a party could challenge an arbitrator's decision on a specific matter that had been referred to him, such as the interpretation of a contract. This point arose because part of the Appellant's challenge in the case involved an invitation to scrutinise the nature of the contractual relationship between the Appellant and the Respondent.

The Respondent relied on the principle known as the 'Absalom Exception' (derived from the case of Absalom Ltd. v. Great Western (London) Garden Village Society Ltd. [1933] AC 592) to argue that it was not open to the Appellant to challenge the arbitrator's interpretation of the contract between the parties.

In this regard, it is to be noted that the 'Absalom Exception' precludes a party from challenging an arbitral tribunal's decision on a matter referred to it save for instances where the decision under challenge amounted to an error of law *"on the face of the award"*.

In response, the Appellant argued that the 'Absalom Exception' was no longer of application in view of Section 42 of the Arbitration Act 2005. In this connection, it was contended that Section 42 had expanded the scope of a challenge against an arbitral award by permitting the courts to interfere with an arbitrator's decision that contained an error of law that arose *"out of the award"*.

The Court of Appeal disagreed with the Appellant and held that the 'Absalom Exception' remained to be applicable notwithstanding the advent of Section 42. On this point, George Varghese JCA observed that the preservation of the 'Absalom Exception' was necessary to ensure that references of questions of law pursuant to Section 42 were *"not turned into a wholesale 'appeal' against the arbitral tribunal's decision or ruling"*. His Lordship proceeded to find that the Appellant was not entitled to revive the issue related to the nature of its contractual relationship with the Respondent and that the High Court had correctly declined to entertain the challenge premised on this issue.

The Court of Appeal then found the High Court to have correctly upheld the arbitrator's finding that the contract had been lawfully terminated. In this regard, the Court of Appeal rejected the Appellant's argument that the contract could only be terminated once the plant had successfully fulfilled its performance specifications under the contract. This was in view of the appellate court's ruling that such a construction of the contract was contrary to the commercial intent that underpinned the agreement between the parties.

Further, the Appellant argued that the Respondent had unlawfully terminated the contract as the Appellant had substantially performed its contractual obligations. On this matter, the Court of Appeal held that the issue of the extent to which a party had discharged its duties under a contract was an issue of fact that could not form the basis of a challenge under Section 42. It was observed that the only matter that was open for consideration on this issue was whether the arbitrator had correctly identified the legal principles that were to be applied. In this connection, it was held that neither the arbitrator nor the High Court had erred in their respective decisions on the matter of the Appellant's performance under the contract.

Lastly, on the issue of the quantum of damages to be awarded for the Respondent's counterclaim, the Court of Appeal held that the determination of the appropriate figure to be paid in damages was a question of fact that was within the exclusive province of the arbitrator to decide. It was further held that the arbitrator had addressed his mind to the correct principles of law and thereafter appropriately decided upon a reasonable compensatory sum to be awarded to the Respondent as a result of the Appellant's breach.

The Court of Appeal disagreed with the Appellant and held that the 'Absalom Exception' remained to be applicable notwithstanding the advent of Section 42.

It followed that the Court of Appeal agreed with the Respondent that the High Court had incorrectly reduced the sum in damages that was due to it. In this regard, the Court of Appeal found that the High Court had acted in excess of its powers in reassessing and varying the arbitrator's decision on the quantum of damages to be awarded as the said matter involved a pure issue of fact that the arbitrator was best placed to determine.

-Arbitration-

Scope of Section 42 of the Arbitration Act 2005

Challenging an arbitrator's decision on the fees payable for the work undertaken by a civil engineer in a building project.

The Court of Appeal in Brunsfield Project Management Sdn. Bhd. v. Ingeniur Bersekutu Consulting Engineers (Civil Appeal No.:W-02(C)(A)-1786-10/2014) was required to decide upon a challenge against an arbitrator's findings on the professional fees that were payable to a firm of engineers for their work in a building project.

The appeal arose from the Appellant's challenge against an arbitral award pursuant to Sections 37 and 42 of the Arbitration Act 2005. In 2009, the Appellant project developer entered into an oral agreement with the Respondent firm of engineers to engage the latter's engineering design and consultancy services for a building project. The Appellant became dissatisfied with the services of the Respondent and consequentially terminated the agreement in 2011. The Respondent had issued a series of invoices to the Appellant for the work that it had undertaken prior to the termination which included a set of professional fees that were premised on the BEM Scale of Fees (Revised 1998) ("the BEM Scale of Fees").The Appellant disputed the invoices on the grounds, amongst others, that it had not agreed to adopt the BEM Scale of Fees as part of the agreement.

The Respondent commenced arbitral proceedings to challenge the Appellant's termination of the agreement. In January 2014, a single arbitrator allowed the Respondent's claim and held the termination of the agreement to be unlawful. Further, the arbitrator found that the parties were not bound by the BEM Scale of Fees and instead held the reasonable fee percentage for the Respondent's services to be 1.25% of the total cost of construction.

The Appellant's subsequent challenge against the entire award under Sections 37 and 42 of the Arbitration Act 2005 was dismissed by the High Court. The Appellant then appealed to the Court of Appeal.

The Court of Appeal unanimously dismissed the appeal and made some significant observations on the scope of a challenge against an arbitral award on a reference of questions of law.

At the Court of Appeal, the Appellant advanced three arguments, namely; that the High Court had erroneously perceived the Appellant's challenge to be exclusively premised on Section 37(1), that the Judge should have held that the arbitrator had

The Court of Appeal... ...made some significant observations on the scope of a challenge against an arbitral award on a reference of questions of law.

acted wrongfully in arbitrarily awarding damages that were predicated on the fee percentage of 1.25% of the total construction costs and, further, that the proper remedy should have been for damages to be awarded on a quantum meruit basis.

The Court of Appeal first held that the High Court had correctly appreciated the twofold challenge of the Appellant's application to have been founded upon Sections 42 as well as 37 of the Arbitration Act 2005.

Then, Idrus bin Harun JCA held that the determination of the fee percentage of 1.25% of the total construction costs was not arbitrary and had instead resulted from the arbitrator's consideration of, amongst others, the evidence tendered by the parties. In this regard, it was held that the arbitrator had appropriately decided upon a reasonable fee percentage from a review of the fee proposals submitted by the Respondent (to which the Appellant did not respond), the BEM Scale of Fees (which the arbitrator held merely to be a guide) and, further, following his own assessment of a reasonable fee percentage from his own experience in the engineering industry.

Further, the Court of Appeal found that the High Court had correctly declined to interfere with the arbitrator's findings on a reasonable fee percentage in the case as the same were *"unqualified findings of fact"* in respect of which a Court of law should not intervene.

Ultimately, and significantly, it was observed in emphatic terms that the Appellant's challenge was essentially a reference of questions of fact which had the effect of inviting *"the High Court to have another look at these documents and second-guess the arbitrator's decision"*. It was stated that such challenges were beyond the scope of Section 42 of the Arbitration Act 2005.

Ultimately, and significantly, it was observed in emphatic terms that the Appellant's challenge was essentially a reference of questions of fact which had the effect of inviting "the High Court to have another look at these documents and second-guess the arbitrator's decision".

Moreover, the Court of Appeal observed that the questions, which related to the appropriate fee percentage in the case, did not meet the additional threshold imposed by Section 42(1A), which required the questions posed in such an

the Court of Appeal was invited to decide upon the sustainability of an arbitrator's interpretation of a commercial agreement and the findings related thereto on the propriety of an allotment of shares to a majority shareholder of a company.

application to substantially affect the rights of the parties. In this regard, it was stated that the questions merely affected the Appellant's ability to settle the fees due to the Respondent, as opposed to substantially or significantly affecting the Appellant's rights in the dispute.

-Arbitration-

Section 42 of the Arbitration Act 2005

Challenging an arbitrator's decision on the interpretation of a commercial agreement and the validity of the allotment of shares.

In Far East Holdings Bhd. & Another v. Majlis Ugama Islam Dan Adat Resam Melayu Pahang (Civil Appeal No.:W-02(NCC)(A)-2672-12/2013) and two related appeals (Civil Appeal No.:W-02(NCC)(A)-2781-12/2013 and Civil Appeal No.: W-02(NCC)(A)-2671-12/2013), the Court of Appeal was invited to decide upon the sustainability of an arbitrator's interpretation of a commercial agreement and the findings related thereto on the propriety of an allotment of shares to a majority shareholder of a company.

The Majlis Ugama Islam Dan Adat Resam Melayu Pahang ("MUIP") required an independent source of funds to discharge its functions pursuant to the Administration of Islamic Law Enactment 1991. In this regard, the State Government of Pahang approved the alienation of an 11,000 acre plot of land ("the said land") to MUIP for the latter's use to generate the funds required.

MUIP intended to develop the said land into an oil palm estate. MUIP therefore entered into discussions with Far East Holdings Bhd. ("FEH") in view of the latter's experience in oil palm cultivation. The discussions culminated in the execution of an agreement between MUIP, FEH and Kampung Aur Oil Palm (Co) Sdn. Bhd. ("KAOP"), which was a wholly owned subsidiary of FEH ("the said agreement"). Pursuant to the said agreement, KAOP incorporated Madah Perkasa Sdn. Bhd. ("MPSB") to develop the said land into an oil palm estate and the said land was thereafter registered under MPSB. Subsequently, in accordance with the said agreement, KAOP allotted in excess of 8 million shares of its shares to MUIP in consideration for the transfer of the said land. This led to MUIP having a 33% shareholding in KAOP, with FEH owning the 67% remainder of the shareholding in KAOP.

Under the said agreement, MUIP was entitled to exercise two options to acquire additional shares in MUIP. The first option allowed MUIP to acquire 16% of FEH's shares in KAOP and the second option entitled MUIP to the acquisition of a further 11% of FEH's shares in KAOP.

Next, it must be noted that FEH advanced a RM22.09 million loan to KAOP to finance the project under the said agreement.

Now, at a Board of Directors meeting in April 1997, the Board of KAOP agreed to the increase of the share capital of KAOP to 50 million shares and, further, to the allotment of 22 million additional shares in KAOP to FEH (**"the impugned allotment of shares"**).

The impugned allotment of shares led to the institution of a suit by MUIP to challenge the said allotment on the grounds that it diluted MUIP's shareholding in KAOP and, further, that it was violative of the said agreement. The suit was subsequently stayed in view of a clause under the said agreement that required the dispute in question to be referred to arbitration.

MUIP then commenced arbitral proceedings against FEH and KAOP in respect of the impugned allotment of shares. A single arbitrator allowed MUIP's claim and, amongst others, struck down the said allotment, ordered FEH to pay MUIP damages in the sum of an excess of RM77 million (for loss of dividends up to 2010) and ordered the payment of pre-arbitral award interest at 4% per annum and post-arbitral award interest at 4% per annum.

FEH and KAOP then filed an application under Section 42 of the Arbitration Act 2005 to challenge the arbitral award. Moreover, MUIP filed an application to register the award.

The High Court dismissed the Section 42 application and upheld the arbitral award, but set aside the arbitrator's decision to award pre and post award interest. The High Court also allowed MUIP's application to register the award.

FEH and KAOP then appealed against the decisions of the High Court and the Court of Appeal unanimously dismissed the appeals.

On appeal, FEH and KAOP argued that the arbitrator erred in his interpretation of the said agreement. In this regard, it was contended that the arbitrator had erroneously found that the said agreement contemplated that MUIP would ultimately acquire 60% of the shares of KAOP and that the impugned allotment of shares was contrary to the intent of the agreement. FEH and KAOP argued that MUIP had nothing more than two options that entitled it to 60% of the shares of KAOP, which would only come into effect upon the exercise of the said options.

It was also argued that the arbitrator had erroneously relied on the fact that there was no specific provision under the said agreement that allowed FEH to finance the project under the said agreement through the subscription of additional shares to KAOP. In this connection, FEH and KAOP argued that the said agreement did not preclude them from increasing the share capital of KAOP and therefore the impugned allotment of shares was valid.

In dismissing the appeal, the Court of Appeal held that the decision of the arbitrator on the substantive issues was premised on findings of fact derived from the evidence tendered at the arbitration. These findings, it was observed, were neither perverse nor manifestly unlawful to warrant interference.

The Court of Appeal then observed that the arbitrator had correctly interpreted the said agreement by applying the *"business common sense approach"* of contractual interpretation. In this regard, it was held that the parties intended that MUIP would own 60% of the shares in KAOP after the two options had been exercised and, further, that it was not within the contemplation of the parties that there would be changes to the share capital of KAOP pending the exercise of the options. Therefore, the Court held that any changes to the share capital of KAOP, particularly changes that were adverse to one of the contracting parties, required the consent of the parties to the contract, which was not obtained in the present case.

Moreover, the Court of Appeal held that the right of FEH and KAOP to increase their authorised and paid up capital had to be circumscribed by the legal and contractual obligations that they had with third parties (i.e. with MUIP under the said agreement).

Lastly, the High Court's decision to set aside the arbitrator's award of pre and post award interest was upheld. In this respect, the Court of Appeal held that the arbitrator had acted in excess of his jurisdiction by awarding pre-award interest as the Arbitration Act 2005 does not provide for the award of the same. Further, Aziah Ali JCA impugned the award of post-award interest as MUIP did not expressly pray for the award of such interest in its pleadings.

The Federal Court in CIDB v Konsortium JGC Corporation & Ors – An Overview and Analysis

by Sharon Chong Tze Ying
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Partner, Skrine
Council Member of MIArb

The Federal Court recently had the opportunity to consider and determine important questions of law on the construction of the Lembaga Pembangunan Industri Pembinaan Malaysia Act 1994 (**"CIDB Act"**) and the Construction Industry (Collection of Levy) Regulations 1996 (**"1996 Regulations"**).

Parties

The plaintiff/appellant was a statutory body known as Lembaga Pembangunan Industri Pembinaan Malaysia or Construction Industry Development Malaysia (**"CIDB"**) incorporated under the CIDB Act. In essence, it is a regulatory body for the construction Industry in Malaysia with related powers to issue licenses, collect levies for construction works, impose fines for breaches, and other powers.

The defendant/respondent was a consortium consisting of foreign and local companies (**"Consortium"**), which was awarded a contract worth US$1,481,254,000 plus Euro €59,640,000 to participate in a Liquefied Natural Gas Plant Project at Bintulu (**"MLNG Tiga"**) through the auspices of PETRONAS (**"Contract"**). The work consisted of offshore and onshore works.

CIDB imposed a levy on the Consortium pursuant to Section 34 of the CIDB Act and Construction Industry (Collection of Levy) Regulations 1996 (**"1996 Regulations"**). The Consortium, however,

CIDB brought this action to claim for the full amount of the levy, and the Consortium counterclaimed for declaratory orders to negate CIDB's claim.

paid only a portion of the levy. They contended that offshore works and non-construction works under the project did not attract levy. CIDB brought this action to claim for the full amount of the levy, and the Consortium counterclaimed for declaratory orders to negate CIDB's claim. Both parties agreed for the issues to be determined pursuant to Order 14A of the then Rules of the High Court 1980. Order 14A was a provision for an application to dispose a case on a point of law.

The core issue in this case was whether levy under the CIDB Act and 1996 Regulations had to be paid by the Consortium for "offshore works" or "non-construction works" (like engineering design, procurement, commissioning, management services) in respect of the MLNG Tiga Plant Project involving the construction of a liquefied natural gas plant in Sibu, Sarawak that was owned by PETRONAS.

High Court Decision[1]

Hamid Sultan Abu Backer J (as his Lordship then was) held that CIDB had construed the CIDB Act and the relevant documents wrongly and had determined and imposed an incorrect levy amount (according to Regulation 6 of the 1996 Regulations) on the Consortium. In substance, the Learned Judge's grounds were as follows:

First, Section 1(2) of the CIDB Act clearly states that the *"Act shall apply throughout Malaysia"*. Given that the other provisions of the CIDB Act does not encompass extra territorial jurisdiction, any form of work done outside Malaysia would not fall within the ambit of the Act.

Second, the Learned Judge held that offshore works and/or non-construction works fall outside the definition of "construction works" as found in Section 2 of the CIDB Act (and hence are outside the ambit of Section 34). His Lordship said that the

levy under Section 34 of the CIDB Act is restricted to the construction works component of the Contract, and hence, excludes non-construction works such as engineering, procurement, supervision, management and other ancillary services. Also, non-construction works performed offshore such as engineering, procurement, supervision, management, equipment and materials supplied on a FOB basis and other ancillary services are excluded.

Third, Regulation 6 of the 1996 Regulations implicitly recognises that there will be contracts of which construction works form only a part, and further recognises that the "non-construction works" portions of such contracts will not be subject to the levy.

With regard to the construction of taxing statutes, the Learned Judge said that it is a well settled principle of law that the language of a statute imposing a tax, duty or charge must receive a strict construction in the sense that there is no room for any intendment, and regard must be had to the clear meaning of the words.

Court Of Appeal Decision[2]

The Court of Appeal agreed with the High Court's findings and conclusions, and dismissed CIDB's appeal against the High Court decision. The Court of Appeal held that it is trite that a taxing statute has to be strictly construed. The introduction of Section 17A of the Interpretation Acts 1948 and 1967 (**"Interpretation Acts"**) which enjoins a purposive reading to be taken when interpreting a statute, has not relaxed this rule. That purposive reading will require the Court to bear in mind that the Court is interpreting a taxing statute where the law requires a strict reading in favour of the taxpayer.

In construing the meaning of "construction works" which is defined in Section 2 of the CIDB Act, the Court of Appeal said that on a strict and plain reading of the words in Section 2 of the CIDB Act and applying the principle of *noscitur a sociis* (the meaning of a word may be known from the accompanying words), the other works forming an integral part of those activities (i.e. the engineering design performed offshore) could not on the facts be accepted as falling within the definition of "construction works". The Court of Appeal also considered the fact that the procurement by the offshore JV was done offshore on a FOB basis where property in the materials passed to the Owner at the port of shipment. The Court concluded that there could not arise any question of liability to pay levy on these particular procurement activities in any event.

On the issue of 'extra-territorial' effect of the CIDB Act, the Court of Appeal was of the opinion that Section 1(2) of the CIDB Act, which provides that the Act "shall apply throughout Malaysia", is *"obviously territorial in effect"*. It is trite that the statute must expressly state that it has an extra-territorial effect. However, the Court of Appeal noted that there is no such provision in the CIDB Act.

The Court of Appeal held that it is trite that a taxing statute has to be strictly construed.

1 *Lembaga Pembangunan Industri Pembinaan Malaysia v Konsortium JGC Corporation & Ors [2011] 7 CLJ 46.*

2 *Lembaga Pembangunan Industri Pembinaan Malaysia v Konsortium JGC Corporation & Ors [2015] 5 CLJ 157 (CA).*

3 *Lembaga Pembangunan Industri Pembinaan Malaysia v Konsortium JGC Corporation & Ors [2015] 9 CLJ 273 (FC).*

It is trite that the statute must expressly state that it has an extra-territorial effect. However, the Court of Appeal noted that there is no such provision in the CIDB Act.

Federal Court Decision[3]

CIDB obtained leave to appeal to the Federal Court on the following questions of law:

Question 1

Whether CIDB has construed the CIDB Act and the relevant documents wrongly and determined and imposed an incorrect levy amount (according the Regulation 6 of the 1996 Regulations) in particular:-

(i) Whether construction works done offshore as part of construction works within Malaysia fall within the definition of "construction works" as found in Section 2 of the CIDB Act (and hence are outside the ambit of Section 34) given that such works are to be performed outside Malaysia;

(ii) Whether the imposition of the levy under Section 34 of the CIDB Act excludes the non-construction components of a construction work, namely engineering, procurement, supervision, management, and other ancillary services;

(iii) Whether the imposition of the levy under Section 34 of the CIDB Act excludes non-construction works performed offshore such as engineering, procurement, supervision, management, equipment and materials supplied on an FOB basis, and other ancillary services; and

(iv) Whether or not the Contract is in fact a supply contract, which was consolidated into one contract for convenience and efficiency; and if so whether the supply contract should be subject to a levy under the CIDB Act.

Question 2

Whether CIDB is entitled to interest notwithstanding that the CIDB Act does not provide for interest and if so, how is the interest to be calculated?"

At the outset, the Federal Court said that in an Order 14A application, it is crucial that all the necessary and material facts relating to the subject matter of the question have been duly proved or admitted. There must be no substantial factual disputes left to be resolved. On the present facts, the only remaining dispute was on the construction of a provision of the CIDB Act, the 1996 Regulations and the interpretation to be given to the contractual documents, namely the letter of award, the Engineering, Procurement, Construction and Commissioning (**"EPCC"**) contract and the consortium agreement.

The Federal Court answered Questions 1(i) and (iv) in the positive while Questions 1(ii) and (iii) were answered in the negative. As for Question 2, the Federal Court refrained from answering it as CIDB did not submit on it.

On the issue of the construction of a taxing statute; while the Federal Court's opinion was substantially the same with the Courts below, the Federal Court departed from the Court of Appeal's caution that Section 17A of the Interpretation Acts has not relaxed the rule of interpreting taxing statutes, and said that *"taxing statutes like all other statutes must be given a purposive interpretation to fulfil the objective of the statute, unless the circumstances demand otherwise"*.

The Courts below accepted that the Contract was an EPCC Contract with the scope of work and project specifications spelt out clearly. The EPCC Contract had divided the contract price into two components – the offshore and onshore prices. The Court of Appeal also accepted that the Owner, MLNG Tiga had written to CIDB to clarify expressly the respective scope of works of the offshore and onshore entities and expressed MLNG Tiga's understanding of the legal position. The legal position was that, in addition to the engineering services, the equipment and materials purchased on behalf of owner on a FOB basis should not be subject to CIDB levy, and that only the contract price for the "construction works", which will be payable to Malaysian incorporated members should be used as the calculation base of CIDB levy on the project.

On this issue, the Federal Court took an entirely different view and found that the Contract was a lump sum turnkey contract and hence not divisible. The Federal Court found no justification to split the contract sum into different parts, according to the work done by the individual member contractors. The Federal Court went on to state that although a contractual transaction may involve a series of transactions it may nevertheless be a single transaction for levy purposes. On the present facts, looking at the scheme in the EPCC contract as a whole, it was a single transaction.

On this issue, the Federal Court took an entirely different view and found that the Contract was a lump sum turnkey contract and hence not divisible.

The Federal Court further held that going by the natural meaning, the engineering design procurement works that form part of the 'construction works' include all 'integral and preparatory' work that will lead to a successful performance of the contract. It was opined that *"surely no construction works may be carried out satisfactorily without the requisite design, drawings, supervision or planning preceding it"*.

As for the issue of whether the CIDB Act has an exterritorial application, the Federal Court held that in the circumstances of the case, as the commercial transaction was undertaken through the Consortium, a tax presence was created within Malaysia to enable a levy to be imposed. The levy was on the contract sum to be paid in Malaysia to the registered contractor's accounts i.e., the Consortium, and not to individual Consortium members.

It is noteworthy that the Lembaga Pembangunan Industri Pembinaan Malaysia (Amendment) Act 2011 (**"CIDB Amendment Act"**) received the Royal Assent on 26 August 2011 and was gazetted on 15 September 2011, but has not come into force as yet. Under the CIDB Amendment Act 2011, the definition of "construction works" will include the "procurement of construction materials, equipment of workers, necessarily required for any work" described in the definition of "construction works". The definition of the "construction industry" will also include *"design, manufacturing, technology, material and workmanship and services for purposes of construction"*. It is the author's view that the CIDB Amendment Act was clearly passed by Parliament to address the specific issues decided by the High Court and to confer wider powers on CIDB to impose levy beyond the definition of construction works or the construction industry as provided for in the current CIDB Act. This author submits that the amendments are useful as an aid of construction as the un-amended Section 34 of the CIDB Act cannot be said to have the same effect as the amended Section 34. It is trite that Parliament could not and would not have intended to carry out a pointless exercise in amending Section 34 of the CIDB Act only for it to still have the same meaning; the principle of statutory interpretation summarised as *"Parliament does not act in vain"*.

Conclusion

This decision is significant in that the CIDB Act and the 1966 Regulations have been construed to confer on CIDB the power to impose a levy not only on onshore construction works, but also for "offshore works" or "non-construction works". Parties seeking to enter into EPCC contracts should now take note that their contracts may be viewed as indivisible lump sum turnkey contracts and the entire contract sum is subject to levy. This is especially so in the light of the amendments made to Section 34 pursuant to the CIDB Amendment Act 2011. Nonetheless, if one were to apply the Federal Court's interpretation to the current CIDB Act, there may be no material difference between the current law and the new Amendment Act 2011. This begs the question in the author's mind: "Why fix it if it isn't broken?" Has Parliament in fact acted in vain?

Under the CIDB Amendment Act 2011, the definition of "construction works" will include the "procurement of construction materials, equipment of workers, necessarily required for any work" described in the definition of "construction works".

Diffusing Dynamite:
Staying Adjudication Decisions Under Section 16 of CIPAA

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A. Introduction

The Construction Industry Payment and Adjudication Act (CIPAA) 2012 ("Act") had come into force on 15.4.2014. The primary object of the Act is to afford speedy disposal of payment disputes on a temporary note of finality and to ensure that successful claimants are paid promptly. Although an adjudication decision is only provisional in nature, it is binding on the parties until and unless it is set aside by the Court under Section 15 of the Act, the subject matter of the decision is settled by a written agreement between the parties, or the dispute is finally decided by arbitration or the Court, and this is expressly provided under Section 13 of the Act. This is also in line with the principle that a successful claimant ought not to be deprived of the fruits of his litigation, and under the Act, his adjudication.

The object of the Act is further strengthened by the provisions relating to enforcement of adjudication decisions as stipulated under Sections 28 to 31 of the Act. In this regard, if a respondent has failed to pay the adjudicated sum, a successful claimant may take appropriate enforcement measures to enforce an adjudication decision as if it is a judgment or order of the High Court (Section 28); may suspend

Section 16(1) of the Act permits a party to apply to the High Court for a stay of an adjudication decision and the Court may grant such order under Section 16(2).

performance or reduce the rate of progress of performance of his work (Section 29); may make a written request for payment of the adjudicated amount directly from the principal of the party against whom the adjudication decision is made (Section 30); or may even exercise any or all of the remedies provided under the Act concurrently to enforce the adjudication decision (Section 31).

Notwithstanding the above, the Court retains the power to grant stay of an adjudication decision under Section 16 of the Act. Section 16 reads as follows:

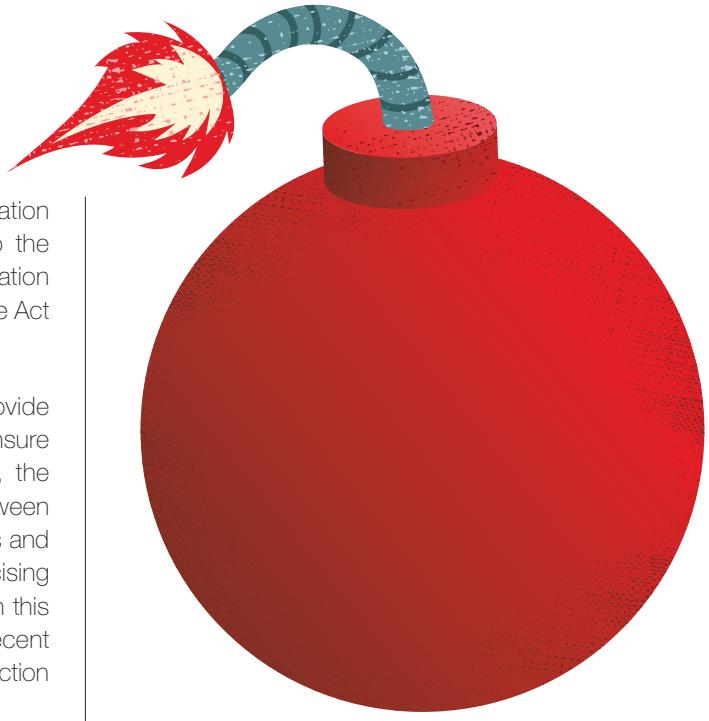
(1) A party may apply to the High Court for a stay of an adjudication decision in the following circumstances:

(a) An application to set aside the adjudication decision under Section 15 has been made; or

(b) The subject matter of the adjudication decision is pending final determination by arbitration or the court.

(2) The High Court may grant a stay of the adjudication decision or order the adjudicated amount or part of it to be deposited with the Director of the KLRCA or make any other order as it thinks fit.

Section 16(1) of the Act permits a party to apply to the High Court for a stay of an adjudication decision and the Court may grant such order under Section 16(2). A stay of an adjudication decision is in effect



a stay of the enforcement of the adjudication decision without which it would be open to the successful claimant to enforce the adjudication decision under the relevant provisions under the Act as mentioned above.

As the primary objective of this Act is to provide speedy disposal of payment dispute and to ensure prompt payment to the successful claimant, the Court will need to strike a balance between Parliament's clear intention as well as the rights and legitimate concerns of an applicant when exercising its discretion under Section 16(2) of the Act. In this connection, we will analyse some of the recent cases that have considered and decided on Section 16 of the Act.

B. Stay of Adjudication Decision under Section 16 of the Act

It should be noted that Section 16 of the Act is unique and peculiar only to the Act in the sense that there is no equivalent or similar provision in the statutory regimes of other jurisdictions with adjudication, be it the Housing Grants, Construction and Regeneration Act 1996 in the UK, the Building and Construction Industry Security of Payment Act 2004 in Singapore, or the Building and Construction Industry Security of Payment Act 1999 in New South Wales, Australia.

Be that as it may, the principles decided in cases in those jurisdictions may be a useful guide to our local Courts in deciding under Section 16 of the Act, as the purpose of the Act is similar to the adjudication legislation in the other jurisdictions, i.e. to ensure speedy disposal of payment disputes and that successful claimants are paid and paid promptly.

The High Court in **Subang Skypark Sdn Bhd v Arcradius Sdn Bhd** [2015] MLJU 286 had in fact referred to cases in the jurisdictions of the UK and Singapore, and then agreed and applied the relevant principles when considering whether or not to grant a stay under Section 16 of the Act as decided in those cases.

It appears from the reading of Section 16(1) of the Act that an application for a stay of an adjudication decision may only be initiated in somewhat limited circumstances. There are only two circumstances where Section 16(1) can be invoked, and this is affirmed in the High Court decisions of **Subang Skypark Sdn Bhd v Arcradius Sdn Bhd** [2015] MLJU 286 and **Foster Wheeler E & C (Malaysia) Sdn Bhd v Arkema Thiochemicals Sdn Bhd** [2015] 1 LNS 632, that is:

a. where an application to set aside the adjudication decision under Section 15 of the Act has been made; or

b. where the subject matter of the adjudication decision is pending final determination by arbitration or the court.

In order to qualify a Plaintiff to make an application for stay under Section 16(1), one of the above must be satisfied and at the date of the stay application; it must either be that the setting aside of the adjudication decision has already been filed in Court or the arbitration or Court proceedings have already been commenced (See: **Foster Wheeler E & C (Malaysia) Sdn Bhd v Arkema Thiochemicals Sdn Bhd** [2015] 1 LNS 632).

In our opinion, some uncertainty seems to appear in the case of **Bina Puri Construction Sdn Bhd v Hing Nyit Enterprise Sdn Bhd** [2015] 1 LNS 305, the relevant part reads below:

> *"Although in the instance application, the applicant only cited limb (b), in the written submissions counsel for applicant also relied on limb (a). In my opinion, reliance of **limb (b)** is flawed for two reasons. The first reason is that at the date of the instant application, the applicant has not applied to set aside the Adjudication*

As the primary objective of this Act is to provide speedy disposal of payment dispute and to ensure prompt payment to the successful claimant, the Court will need to strike a balance between Parliament's clear intention as well as the rights and legitimate concerns of an applicant when exercising its discretion under Section 16(2) of the Act.

> *Decision. Under limb (b), an existing application to set aside the Adjudication Decision appears to be a pre-condition."*

Reading the judgment as a whole and the passage in its context, we are of the view that this was a mere typographical error. The above highlighted **"limb (b)"** in the quoted judgment should be read as limb (a) as it seems that the learned Judge above intended to address the issue in relation to **limb (a)**. We believe that what was intended by the learned Judge was that an existing application to set aside the adjudication decision appears to be a pre-condition to an application for stay of the adjudication decision under Section 16(1)(a) of the Act. On top of that, limb (b) has already been dealt with earlier in the same judgment.

Similarly, we are of the opinion that there was also a typographical error appearing in paragraph 22 of **Subang Skypark Sdn Bhd v Arcradius Sdn Bhd** [2015] MLJU 286 where it states that:

> *"In the context of paragraph 16(1)(a), although it is not expressly provided that the subject matter before arbitration or the Court is the same, it stands to reason that there must be some sameness or similarity, whatever the extent, to warrant a stay of the adjudication decision. Aside from avoiding any potential conflict in findings and decisions from adjudication and arbitration or the Court, one is reminded of one of the central themes of CIPAA which is to provide temporary finality to payment disputes between parties. This provision indirectly acknowledges the parties' decision that the final resolution of the issue or matter at hand be determined by some other forum, be it arbitration or by the Court. Until that final resolution or determination, the decision of the adjudication binds."*

In our opinion, reading the above highlighted **"16(1)(a)"** as **16(1)(b)** in the context of the judgment would more accurately reflect the learned Judge's intention and would be consistent with the wording of the Act. Therefore, we are of the view that what Dato' Mary Lim J meant was that the Court will take into account if the subject matter before arbitration or the Court and the subject matter of the adjudication is the same or similar, whatever the extent, in order to even consider an application for stay of an adjudication decision under Section 16(1)(b) of the Act.

At all times, the Court is vested with a discretionary power in considering an application for stay of adjudication decision and this is expressly codified in Section 16(2) of the Act.

The fulfilment of either Section 16(1)(a) or (b) merely prequalifies an applicant to make a stay application. For a Plaintiff which has crossed the threshold requirement in the Act, the grant of stay is not automatic, as held in the case of **Subang Skypark Sdn Bhd**:

> *"…That is not to say that simply because the dispute or subject matter of the adjudication decision is now in the arbitration mode regime, the grant of stay is automatic. It is not, let alone as of right or as a matter of course. Being in arbitration merely puts the Plaintiff's case as one within Section 16 for consideration; or one which has crossed the threshold."*

At all times, the Court is vested with a discretionary power in considering an application for stay of adjudication decision and this is expressly codified in Section 16(2) of the Act. In **Bina Puri Construction Sdn Bhd**, Ravinthran J suggests that the Court should be careful in exercising their discretion in line with the word "may" in the context of Section 16. The discretion must be exercised sparingly in clear cut cases and he went on to state that:

> *"Otherwise an Adjudication Decision would be effectively frustrated and rendered academic."*

It appears that the Court must always bear in mind Parliament's intention behind the Act when exercising this discretion. Therefore, an applicant has to show why the Court's discretion ought to be exercised in its favour after meeting the threshold set in Section 16(1) of the Act.

After the "threshold" has been met, how then is an application for stay to be considered or how is the discretion under Section 16(2) is to be exercised? Should it be on the same general principles applicable to the ordinary applications for stay of execution or stay of proceedings in civil suits?

In this connection, light has been given in the High Court decisions of **Bina Puri Construction Sdn Bhd** and **Subang Skypark Sdn Bhd**. It was held in the former case that the discretion under Section 16 must not be exercised in the same manner as ordinary applications for stay of execution or stay of proceedings as it may defeat the objective of Parliament in promulgating the Act in the first place.

In fact, Dato' Mary Lim J in **Subang Skypark Sdn Bhd** adopted a similar approach and held that:

> *"…stay should only be granted in exceptional circumstances…*
>
> *…the grant of any stay must always weigh in the primary object of CIPAA 2012; that it is to ensure a speedy resolution of a payment dispute; that it is to inject much needed cash flow into the contractual arrangements between parties that saw progressive payments of claims as the recognised and accepted way of doing business in construction contracts. It would be futile to encourage parties to resort to adjudication and then deprive a successful claimant of its claim by staying the access to the cash simply*

because there is another proceeding of the nature described in Subsection 16(1) which is pending. The whole concept of temporary finality would be lost and the object of the Act defeated if such was the consideration."

With regard to the applicable principles in granting a stay of adjudication decision, Dato' Mary Lim J held in **Subang Skypark Sdn Bhd** that stay should only be granted in exceptional circumstances and that such exceptional circumstances must necessarily refer to the financial status of the other party. The Court further held that the probable inability of repayment that may follow from concurrent Court or arbitration proceedings are valid factors to be weighed.

In this regard, even if reasons are brought up pertaining to the financial status of the Defendant being of doubtful solvency or near insolvency, the Court still needs to examine why that may be the case. It is paramount to note that the merits of the case before the arbitration or the Court or even the chances of success in setting aside the adjudication decision are not relevant considerations. The evidence of the applicant's own financial status and that it is in the position to pay up is again irrelevant for the Court to consider if a stay of adjudication decision ought to be granted. (see also: the Grounds of Judgment for the case **View Esteem Sdn Bhd v Bina Puri Holdings Sdn Bhd** civil suit no. 24C-19-06/2015 heard together with **Bina Puri Holdings Sdn Bhd v View Esteem Sdn Bhd** civil suit no. 24C-21-06/2015 and **View Esteem Sdn Bhd v Bina Puri Holdings Sdn Bhd** civil suit no. 24C-22-07/2015 **"View Esteem Sdn Bhd v Bina Puri Holdings Sdn Bhd"**)

C. Conclusion

It can be seen from the above cases that the local Courts in deciding if a stay ought to be granted under Section 16 of the Act, have always had the primary object of the Act in mind which is to ensure speedy disposal of payment disputes on a temporary note of finality and to inject much needed cash flow. The Courts are always prepared to uphold this objective of the Act and recognise the provisional finality of adjudication decisions. The Courts support the view that a successful claimant should not be deprived of the very benefit of why it resorted to adjudication in the first place. In a nutshell, stay will only be granted in exceptional circumstances and this must necessarily relate to the financial aspect of payment or repayment of the Defendant. A party who applies for stay must necessarily present cogent and credible evidence to convince the Court to depart from the default view and show why a stay of that adjudication decision ought nevertheless to be granted.

A party who applies for stay must necessarily present cogent and credible evidence to convince the Court to depart from the default view and show why a stay of that adjudication decision ought nevertheless to be granted.

Talk on "Expert Witnesses: A Bare Knuckle Prize Fight of Can We Do Better?"

Secretariat, The Malaysian Institute of Arbitrators
4 June 2015

Nick Powell of Axiom Consultants spoke on expert witnesses – an important area for members as they would either be working with or working as experts themselves. The talk focused on experts' roles and responsibilities in court and arbitration, and Nick Powell shared tips and views on how to better use experts, garnered from his many years of experience in the field.

Talk on "Performance Bonds: Can On-Demand Bonds be Stopped?"

Secretariat, The Malaysian Institute of Arbitrators
28 July 2015

Ir. Lai Sze Ching of IEM spoke on a topic pertinent to many in the construction industry – Performance Bonds. A large crowd of attendees were treated to an informative talk by Ir. Lai, drawing from his many years of experience in the construction industry, as well as his legal knowledge. Ir. Lai also shared on recent legal developments in the area which have challenged common assumptions about on-call performance bonds.

The Joint Course on Alternative Dispute Resolution for Practitioners

Wisma IEM

15 & 22 October 2015

The MIArb, together with Persatuan Arkitek Malaysia, Royal Institution of Surveyors Malaysia and the Institution of Engineers Malaysia, jointly organised a two-day intensive course on the practical aspects of construction law, arbitration, adjudication and mediation. The course was attended by various members of the professional bodies. Kevin Prakash and Sharon Chong from MIArb spoke on arbitration.

CIArb Centennial Anniversary Dinner

Mandarin Oriental Kuala Lumpur

24 October 2015

The MIArb joined the Malaysia Branch of the Chartered Institute of Arbitrators in celebrating their Centennial Anniversary at a dinner organised by the Malaysia Branch of the Institute. The evening was graced by CIArb President 2015, Mr. Charles Brown, current and former judges, current and former chairpersons of CIArb Malaysia Branch, and heads of various institutes and bodies.

Upcoming Events

27.2.2016 and 28.2.2016
The Membership Upgrade Course

Venue: *To be confirmed, please visit the MIArb website for updates.*

This intensive two-day course and assessment programme is designed and organised by MIArb to impart key and relevant knowledge of the practice and procedures in arbitration to Associates, who may apply to be upgraded to MIArb Member status upon successful completion of the course and assessment.

For more information about the events on this page and other upcoming events organised or participated by MIArb, visit our website: www.miarb.com.

New Members/Upgrades for Session May 2015 to November 2015

The Malaysian Institute of Arbitrators extends a warm welcome to our new Fellows, Members, Associates and Affiliates.

Fellow	M/No.	Date Approved
1.Mr John Kelly Arthur	F/115	23-07-2015

Upgraded from Member to Fellow	M/No.	Date Approved
1.Mr Sudharsanan R. Thillainathan	F/116	17-09-2015
2.Ms Chong Tze Ying	F/117	17-09-2015

Member	M/No.	Date Approved
1.Mr Lim Chee Yip	M/444	17-09-2015
2.Shiyamala Devi Manokaran	M/145	17-09-2015

Upgraded from Associate to Member	M/No.	Date Approved
1.Ms Voon Ah Kam	M/438	23-07-2015
2.Mr Eddy Azhar bin Othman	M/439	23-07-2015
3.En Wan Ahmad Kamal bin Wan Ahmad	M/440	23-07-2015
4.Mr Sandraruben a/l Neelamagham	M/441	23-07-2015
5.Ms Ratnaning Wulandari	M/442	23-07-2015
6.Ms Sharifah Kadnariah binti Syed Ahmad	M/443	23-07-2015

Associate	M/No.	Date Approved
1.Ms Lee Chooi Kheng	A/226	23-07-2015
2.Mr Gregory Vinesh Das	A/227	23-07-2015
3.Mr Fong Lay Cheng	A/228	23-07-2015
4.Mr Ngo Hea Bing	A/229	17-09-2015

Affiliate	M/No.	Date Approved
1.Ms Koveladavei a/p Perumal	AF/193	23-07-2015

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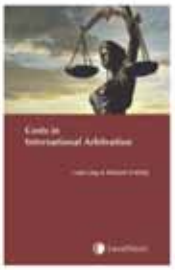
Your Arbitration References

Alternative Dispute Resolution: A Handbook for In-House Counsel in Asia

ISBN : 978-981-460-816-9
Published Year : 2014
Author : Rashda Rana SC
Price : RM 412.90



Costs in International Arbitration

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Singapore International Arbitration: Law & Practice

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Authors : David Joseph QC and David Foxton QC
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