



THE MALAYSIAN INSTITUTE OF ARBITRATORS
Proudly Present

A Talk on
“Reading the Mind of an Adjudicator under CIPAA”
By

Ir Harbans Singh

Thursday, 14 May 2015

Brief Synopsis

The Construction Industry Payment and Adjudication Act 2012 (CIPAA) was gazetted in 14 April 2014. The primary objective of the Act is to address the cash flow problems in the construction industry. It removes the pervasive and prevalent practice of conditional payment (pay when paid or pay if paid) and reduces payment default by establishing a cheaper and speedier system of dispute resolution in the form of adjudication. The Act also provides for the recovery of payment upon the conclusion of the adjudication process in addition to a host of other remedies such as a right to reduce the rate of work progress or to suspend work or even to secure direct payment from the principal. It further provides default payment terms in the absence of provisions to that effect in the construction contract.

Learn about:

- The process of CIPAA
- The requirement to become an Adjudicator – are you up to the mark?
- The process of a decision making by an adjudicator
- Common challenges faced by an adjudicator
- Recent Developments on CIPAA

The Speaker

Ir Harbans Singh

Professional & Chartered Engineer, Arbitrator, Adjudicator & Mediator

IR. HARBANS SINGH, is a Professional and Chartered Engineer, Arbitrator, Adjudicator, Mediator, Advocate & Solicitor (non-practising). Among his other professional affiliations he is a member of the Adjudication Society and the Association of Independent Construction Adjudicators.

Ir Harbans Singh commenced his career in Malaysia before working in Germany and thereafter locally in various professional capacities. He is presently domiciled in Malaysia where he is active in construction law and dispute resolution.

Ir Harbans Singh is the recipient of the IEM's Tan Sri Haji Yusof Prize (2001), the Cedric Barclay and the Chartered Institute of Arbitrator's Award for the Diploma in International Commercial Examination (2003). He is also the author of a series of four books entitled 'Harbans' Engineering & Construction Contracts Management', co-author of the book "The PAM 2006 Standard Form of Building Contract" and "Construction Law in Malaysia", contributor to the "Malaysia Standard Forms & Precedents: Construction & Engineering Contracts", "The Ingenieur" and the "Malayan Law Journal".

Time	: 5.30 pm to 7.30 pm	
Venue	: The Malaysian Institute of Arbitrators, Unit 508, Lobby 2, 5th Floor, Block A, Damansara Intan, Jalan SS 20/27, 47400 Petaling Jaya, Selangor	
Fee	: MI Arb members	RM30.00
	Members of supporting organisations	RM50.00
	Non-Members	RM70.00

Light refreshment will be served.

REGISTRATION FORM

The Malaysian Institute of Arbitrators Email: info@miarb.com Tel: 03-77265311 Fax: 03-77265322

I wish to attend the Talk on **“Reading the Mind of an Adjudicator under CIPAA”** on **14 May 2015**.

Name: _____ Profession: _____
Member of : _____ E-mail : _____
Firm & Address: _____
Postcode: _____
Tel. No (O): _____ Tel. No (M): _____ Fax No: _____

Payment by Cheque No. _____ RM _____, made payable to "The Malaysian Institute of Arbitrators"

Bank In/ Online Transfer (please email or fax copy of bank-in slip upon payment indicating name(s) of person(s) attending)

Bank: United Overseas Bank (Malaysia) Bhd | Account No. 202-301-995-9 | Account Name: The Malaysian Institute of Arbitrators

The organiser reserves the right to: (i) change the programme / venue at any time; (ii) cancel or postpone the event at any time and under such circumstances, will refund registration fees in full, otherwise no refunds will be made for cancellations but substitution is allowed. Receipts will be issued at the venue. Photocopies of registration forms are acceptable.