

Note From President

Dear Members,

This will be my last message to you as president before my successor is elected at our Annual General Meeting in June 2013.

My tenure has been challenging, and stressful but at the same time it was interesting, enjoyable, rewarding and satisfying. The credit for the positive parts these past 2 years goes to a wonderful council and secretariat with whom I have had the privilege and honour of working with.

This is the 2nd Newsletter that has been produced by Shanthi, our editor, and I must congratulate her on a job well done and thank her and her team for the tireless effort that has been put in. This newsletter contains interesting articles on the immunity of arbitral institutions, overcoming evidential difficulties and indemnity costs which I hope you will find informative and useful.

The recent evening talk we organised where Kevin Reeves spoke on "What the Courts are Now Saying About Delays" was a resounding success where we actually ran out of chairs to seat our guests. Our membership upgrade course which followed our fast track fellowship programme was also well received and I welcome all our new members and wish that they have a fruitful and rewarding time with us.

As of May 2013, we kickstarted the "Joint Courses on Construction Law and ADR," organised jointly by the Institution of Engineers Malaysia, the Royal Institution of Surveyors Malaysia, the Pertubuhan Akitek Malaysia and ourselves where a series of 5 courses will be held month on month and where we will present on the course on Arbitration. I also take this opportunity to welcome Mr Lam Ko Luen, Mr HT Ong and Captain Julian Brown who have been admitted into our panel of arbitrators this year.

It has been my pleasure to serve MIArb and I encourage those who wish to play a bigger role in the institute to run for office.

Chang Wei Mun
President



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The Malaysian Arbitration Act 2005 (Amended 2011) An Annotation

by Datuk Sundra Rajoo



This is a handy one volume reference for an overview on Arbitration in Malaysia, it is the **first** publication updated with the 2011 legislative reforms. The book starts with a commentary on the overall Malaysian experience in arbitration, relevant legislative reforms, the UNCITRAL Model Law, the 2011 legislative reforms and the use of case law, legislation and codes. This is followed by an in-depth annotation of the Arbitration Act 2005 and the reproduction of the UNCITRAL Model Law. The last part of this book provides a write up about the KLRCA and their commentary on the relevant Rules. This should be a first point of reference for anyone wishing to understand how arbitration works in Malaysia.

Key features

The book explains both the background and philosophy of the Arbitration Act 2005 with its background in the UNCITRAL Model Law on International Commercial Arbitration. It contains a compilation of current judicial and academic references that help elucidate the topic and implementation of the Act.

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- (1) Arbitration Act 2005 and its Annotations
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Calendar of Events

2012-2013

20 & 21 October 2012

MIArb Membership Upgrade Course

Venue: MIArb Secretariat

The course was successfully held with attendance of 17 participants. Candidates were given oral assessment at the end of the course. Speakers were Mr Chang Wei Mun, Mr Jonathan Yoon, Mr Sanjay Mohanasundram, Mr Rajendra Navaratnam, Mr Kevin Prakash, Mr Ooi Huey Mlin, Ms Ow Sau Pin and Ms Shanthy Supramaniam.

28 February 2013

A talk on "What the Courts are Now Saying About Delays?"

Speaker: Mr Kevin Reeves

BSc, MSc (Construction Law & Arbitration), MRICS, MCIArb

RO Consulting Sdn Bhd (now known as ReevesOw Consulting Sdn Bhd)

Venue: MIArb Secretariat

The talk saw an overwhelming response from participants. Participants came from various industries – contractors, claims consultants, developers, engineers, quantity surveyors, architects, lawyers and etc. The talk explored the subject with respect to the methods and core principles of delay analysis based on what the courts are now saying in construction and engineering projects.

4 March 2013, 4.00pm

Courtesy Visit to RISM

Venue: Bangunan Juruukur, 3rd Floor, No. 64-66 Jalan 52/4, 46200 Petaling Jaya, Selangor

Attended by Chang Wei Mun, Sanjay Mohanasundram, Lam Ko Luen, A Mahadevan

13 March 2013, 3.00pm

Courtesy Visit to IEM

Venue: Bangunan Ingenieur, No. 60/62 Jalan 52/4, 46200 Petaling Jaya, Selangor

Attended by Chang Wei Mun, Kevin Prakash, Hor Shirley, A. Mahadevan

Ongoing & Upcoming Events

17 & 18 May 2013 and onwards

Short Courses on Construction Law & ADR
(Jointly organised by IEM/PAM/RISM/MIArb)

May to September 2013

KLRFCA's Series of Evening Talks

Nominated speakers: Mr Chang Wei Mun, Mr Lam Ko Luen, Mr Kevin Prakash & Mr Ooi Huey Mlin

22 June 2013

7th RAIF Conference in Philippines

Venue: Shangri-La Hotel, Cebu Philippines

Overcoming Evidential Difficulties in Delay Analysis

by **Ow Sau Pin**

BSc (Hons) LLB (Hons) MRICS
 MMArb/ MArb Council Member,
 Director, ReevesOw Consulting Sdn Bhd, Kuala Lumpur

Last year the judgment on *Walter Lilly & Company Ltd v MacKay and Anor* [2012] EWHC 1773 (TCC) was published to reveal what was doubtlessly a highly dramatic dispute that any participants in the construction industry can surely relate to. Mr Justice Akenhead articulately addressed the matters disputed with evidence being presented by more than a dozen witnesses over two weeks of hearings.

In the beginning and again in the middle of his comprehensive award, Mr Justice Akenhead described the project as '*a disaster waiting to happen*' and from the facts of the case, no other description could be more apt. Walter Lilly was contracted by MacKay to build and fit-out three upmarket residential units in London. The contract had ambiguous terms suggesting a fair share of design responsibilities of which Walter Lilly repeatedly sought clarification throughout the project without much success. Numerous critical design and construction issues were not provided or resolved in a timely manner. The entire project was fraught with late instructions, indecision, poor coordination and significant client interference, all typical ingredients to any challenging projects. In the end there were excessive time and cost overruns, a fuming client and an array of other legal suits involving various other parties in the project.



Amid the extensive sets of facts presented, Mr Justice Akenhead was able to give helpful guidance in his decision pertaining to the evidence given on the various claims.

Tracking reality

Mackay and the architect had, during the course of the works, believed that the lift shaft was constructed grossly out of alignment. At that time, several other critical issues remained unresolved but the lift shaft was thought to be the most significant of all other delaying events. The lift shaft was short listed with a handful of other items that were considered major causes of delay, each cause embroiled in equally difficult and uncertain positions with regard to where delay responsibility lies. However on the issue of the lift shaft, a significant sum of money was being withheld by the client as a result of his extreme dissatisfaction



A lesson one can also usefully extract from the case is the importance of tracking or updating programmes no matter how discouraging or irrepressible the situation has become at the material time.

over the allegedly defective work. Therefore, it was no surprise that Walter Lilly had firstly brought the dispute before an adjudicator during the concurrency of the work. The adjudicator decided that the defects were ‘grossly exaggerated’ and reduced the sum withheld by more than 75%. That meant Walter Lilly was effectively absolved from the perceived and mistaken belief that its culpability was holding up the works.

Nevertheless in revisiting the evidence, presented before the Technology and Construction Court (TCC), the expert witness for the defendants did not consider accommodating this fact to retrospectively fit into his delay analysis. If it had been decided by the adjudicator that the lift was indeed grossly out of alignment, the time to rectify such non-conformance would have taken anytime from six to nine months and at that juncture, it would have constituted the longest

sequence of works to completion, hence a critical delay. However, the parties later accepted that the rectification need not be as extensive as initially thought therefore Mr Justice Akenhead considered that that the lift shaft was totally irrelevant in any factual analysis of what caused the delay.

Parties frequently adopt a ‘full-battle’ mode in dispute resolution, which is not only costly but has little value in resolving the actual issues in question. The judge enlightens us in this case that not all evidence is equal for the purpose of factual analysis; parties should always check the relevance of evidence presented. For that he was immensely complimentary of the claimant’s expert in carrying out a month-by-month reality check on all the programmes, or whatever few of them submitted as evidence, during the critical periods.

The final days

A lesson one can also usefully extract from the case is the importance of tracking or updating programmes no matter how discouraging or irrepressible the situation has become at the material time. Both the experts in the case agreed that when the project was delayed over a year beyond the original completion date there was *'no programme of all the works outstanding at that date which could sensibly be used as a baseline in a retrospective programme analysis.'*

On the facts of this case, towards the last six months of completion, parties had become increasingly despondent with the elusive goal of completion given the uncertain nature of works required. There were deeply-entrenched disagreements as to the standards required to be met and therefore the time necessary to comply with the differing standards. It was of no help that the client became increasingly demanding and hostile even to his team of consultants thereby causing less attention to be cast on a necessary tracking programme.

The lack of reliable updated programmes during a project is not an uncommon situation. The parties in this case would have done well to give serious thought to updated programmes to be evidence in any subsequent dispute resolution. This can take one of two forms, a revised programme indicating completed tasks with as-built dates together with outstanding works and durations required **or** simply a completion programme setting out only the actual outstanding tasks with a reasonable estimate of individual completion periods, taking into consideration the circumstances and challenges surrounding each individual task.

Although a revised programme would have been a more compelling record, a completion programme nevertheless would have provided adequate and sensible evidence for retrospective delay analysis. In a situation where there is a severe scarcity of evidence, even the simplest evidence can shed some light on the dispute. Provided of course, it is relevant and consistent with reality.

In a situation where there is a severe scarcity of evidence, even the simplest evidence can shed some light on the dispute.

Stating facts accurately

Another major delay disputed in this case was the stain to be applied to joinery work. Although the stain was solely selected by the defendants, it later became a major grievance when it did not meet the defendants' expectation.

After an initial colour and finish was applied on a door panel as a mock-up, the defendants appeared to have accepted it. It was also recorded in a following meeting that the claimant was to proceed with the remaining surfaces accordingly. Despite numerous inspections that took place without complaints and after the staining work was largely completed, the defendants later claimed that the colour was 'too dark' and were dissatisfied. The defendants then engaged an expert on the subject matter to inspect the staining. It turned out that there was no fault that could be attributed to the claimant as there was always going to be *'natural variation in the colour of timber across the grain...'* The claimant, the architect and the expert expressed their views that the works were in compliance with the specification but the defendants however were adamant that the flooring had to be replaced otherwise the costs of doing so by a third party would be recovered from the claimant.

During the hearings, MacKay's position was that he did not authorise the staining for the whole house. Judge Akenhead however found the defendant '*... did positively instruct and ask Walter Lilly to stain all the veneer throughout the house...*' primarily because numerous minutes of meeting thereafter did not challenge the staining when it proceeded. The judge rationalised that the defendants '*... had been concerned in the past about the accuracy of minutes, it is not credible that they did not challenge these minutes if they were inaccurate in this particular regard.*'

Minutes of meetings in construction projects are often drafted by the architect or engineer. Contractors very rarely seek for them to be corrected even when they have reasonable cause to do so. In *Walter Lilly*, this oversight may have the opposite effect for the client but the significance is the same. Minutes of meetings, will be considered a source of

evidence. Therefore, if they do not record the facts correctly as viewed by any one party, that party should always seek to have the record corrected. This action may be viewed as pedantic at the material time but what is being pedantic compared to being proven wrong later when there is a need to rely on such evidence?

In conclusion, accurate records ought to be kept as evidence irrespective of whether there are any disputes. *Walter Lilly v MacKay* provides us typical examples of how the lack of reliable records can cause considerable evidential difficulties during formal dispute resolution procedures. Such evidence may not avert a dispute but it would definitely help courts and tribunals in deciding who was responsible. It would also do no less to help experts in providing their opinions as to why and how delays happened. In other words, let the evidence speak for itself. ■

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The Case for Indemnity Costs in Opposing Arbitral Awards

by Lee Shih

(LS@skrine.com) / Partner, Skrine

In upholding the contractual agreement for parties to arbitrate a dispute, a party who obtains an arbitral award in his favour should be entitled to expect that the Court will enforce the award as a matter of course. After the award has been issued however, the successful party will likely still face Court challenges by the losing party through an application filed to set aside the award or to oppose the enforcement of the award.

If such an application is unsuccessful however, there may be a case to argue that the successful party should then be allowed costs on the higher indemnity basis rather than just the standard basis.

This article will analyse how the different jurisdictions have dealt with this issue and how in Malaysia, there is a case for costs on an indemnity basis to be awarded in such unsuccessful challenges to an arbitral award.

Hong Kong's Position in Support of Indemnity Costs

The Hong Kong Court of Appeal in *Pacific China Holdings Ltd (in Liquidation) v Grand Pacific Holdings Ltd* [2012] HKCA 332 has affirmed the principle that an unsuccessful party in applying to set aside an arbitral award, or in resisting the enforcement of the award, in the absence of special circumstances, will be liable to pay costs on an indemnity basis.

The Court of Appeal affirmed the principle set out by Reyes J in the Hong Kong Court of First Instance case of *A v R* [2009] HKCFI 342 and its own approach in *Gao Haiyan & Anor v Keeneye Holdings Ltd & Anor*

(*No 2*) [2012] 1 HKC 491 in holding that, given that the parties had agreed to arbitration, applications by a party to set aside an arbitral award or to resist enforcement should be exceptional events.

The reasoning is that if the losing party is only made to pay costs on a conventional party-and-party basis, the winning party would in effect be subsidising the losing party's abortive attempt to frustrate enforcement of a valid award. The winning party would only be able to recover about two-thirds of its costs of the challenge and would be out of pocket as to one-third. This is despite the winning party already having successfully gone through an arbitration and obtained an award in its favour. The losing party, in contrast, would not be bearing the full consequences of its abortive application.

Therefore, it now appears quite settled in Hong Kong that the onus is on the losing party who is unsuccessful in such a challenge to demonstrate the special circumstances why an indemnity costs order ought not to be granted.

Australia and England

By contrast to the Hong Kong position however, the cases from Australia and England adopt the position that in an unsuccessful challenge to an arbitral award, costs should still only be awarded on the standard basis unless there are other circumstances to justify an indemnity costs order.

In Australia, the Court of Appeal of Victoria in *IMC Aviation Solutions Pty Limited v Altair Khuder* [2011] VSCA 248 considered the issue of whether indemnity costs should be awarded in an unsuccessful challenge to an arbitral award. The Judge at first instance had adopted the approach of Reyes J in *A v R* in awarding such indemnity costs. However, the Court of Appeal overturned this decision and held that there was nothing in the Victorian civil procedure statute or in the nature of enforcement proceedings for arbitral awards which, of itself, warranted costs being awarded against an unsuccessful party on a basis different from that on which they would have been awarded in other civil proceedings. The general position would be that costs will ordinarily be awarded against the unsuccessful

party on the standard basis unless the successful party can establish special circumstances.

In England, the English courts may likely award indemnity costs where proceedings are brought in breach of a binding arbitration agreement. In the High Court decision of *A v B (No 2)* [2007] EWHC 54 (Comm) for example, court proceedings were stayed as the proceedings were brought in breach of an arbitration agreement. It was held that as the breach had caused the innocent party to incur legal costs, those costs should normally be recoverable on an indemnity basis.

Similar to the Australian position however, the English decisions have not appeared to adopt

...the general principle in Malaysia on indemnity costs would also require something out of the norm in order to depart from costs on the standard basis.



the Hong Kong approach in leaning towards awarding indemnity costs for unsuccessful challenges. The general position is that an order for indemnity costs will be made only where there is some conduct or some circumstances which takes the case out of the norm (see the English High Court decision of *Fiona Trust & Holding Corporate and ors v Yuri Privalov and ors* [2011] EWHC 664 (Comm) summarising the general principles justifying the award of indemnity costs).

The English High Court decision of *Exfin Shipping (India) Ltd Mumbai v Tolani Shipping Co. Ltd Mumbai*, [2006] EWHC 1090 (Comm) is an example where costs were awarded on an

indemnity costs would also require something out of the norm in order to depart from costs on the standard basis. The Federal Court in *Takako Sakao (f) v Ng Pek Yuen (f) & Anor (No 2)* [2010] 2 MLJ 181 set out some of the guideless for an award of indemnity costs and emphasised that the discretion to award such costs is unfettered.

Order 59 Rule 8 of the RC does provide some guidance on the special matters to be taken into account in the exercise of the Court's discretion in the award of costs, one of which is to consider the "conduct of all parties, including before and during the proceedings." The act of challenging an arbitral award can be seen as an exceptional event (see this general sentiment

It remains to be seen which direction we will move towards and whether we will adopt the more punitive approach of awarding indemnity costs for unsuccessful challenges to an award.

indemnity basis. The applicant was unsuccessful in applying to set aside an arbitral award and it was held that the applicant had acted in its own perceived commercial interest and without merit. That was sufficient to take the case "out of the norm" thus justifying the order for indemnity costs.

Malaysia

An award of costs on an indemnity basis is set out in Order 59 Rule 16(4) of the Rules of Court 2012 ("RC") which essentially allows for all costs except in so far as they are of an unreasonable amount or have been unreasonably incurred.

The issue of whether costs on an indemnity basis should be allowed in unsuccessful challenges to an arbitral award does not appear to have been considered by the courts here. Thus far, the general principle in Malaysia on

expressed in the Federal Court decision of *Intelek Timur Sdn Bhd v Future Heritage* [2004] 1 MLJ 401 and the Court of Appeal in *AJWA For Food Industries Co (MIGOP), Egypt v Pacific Inter-Link Sdn Bhd and another appeal* [2013] 2 CLJ 395). Therefore, similar to the Hong Kong position, the losing party should bear the full consequences of its unsuccessful attempt at challenging the award by being penalised with indemnity costs.

It remains to be seen which direction we will move towards and whether we will adopt the more punitive approach of awarding indemnity costs for unsuccessful challenges to an award. This may then enhance Malaysia's position as an arbitration-friendly jurisdiction, with the courts upholding awards and discouraging frivolous challenges. ■

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CPD Talk by Mr Kevin Reeves of RO Consulting Sdn Bhd*

28 February 2013

What the Courts Are Now Saying About Delays



- 1 Kevin Reeves delivering his presentation
- 2 Kevin Reeves engaging the audience in a Q&A session
- 3 Audience in rapt attention

* Now known as ReevesOw Consulting Sdn Bhd

Membership Upgrade Course

20 & 21 October 2012



1 Some of the members who attended the course

2 The President, Mr Chang Wei Mun delivering his talk

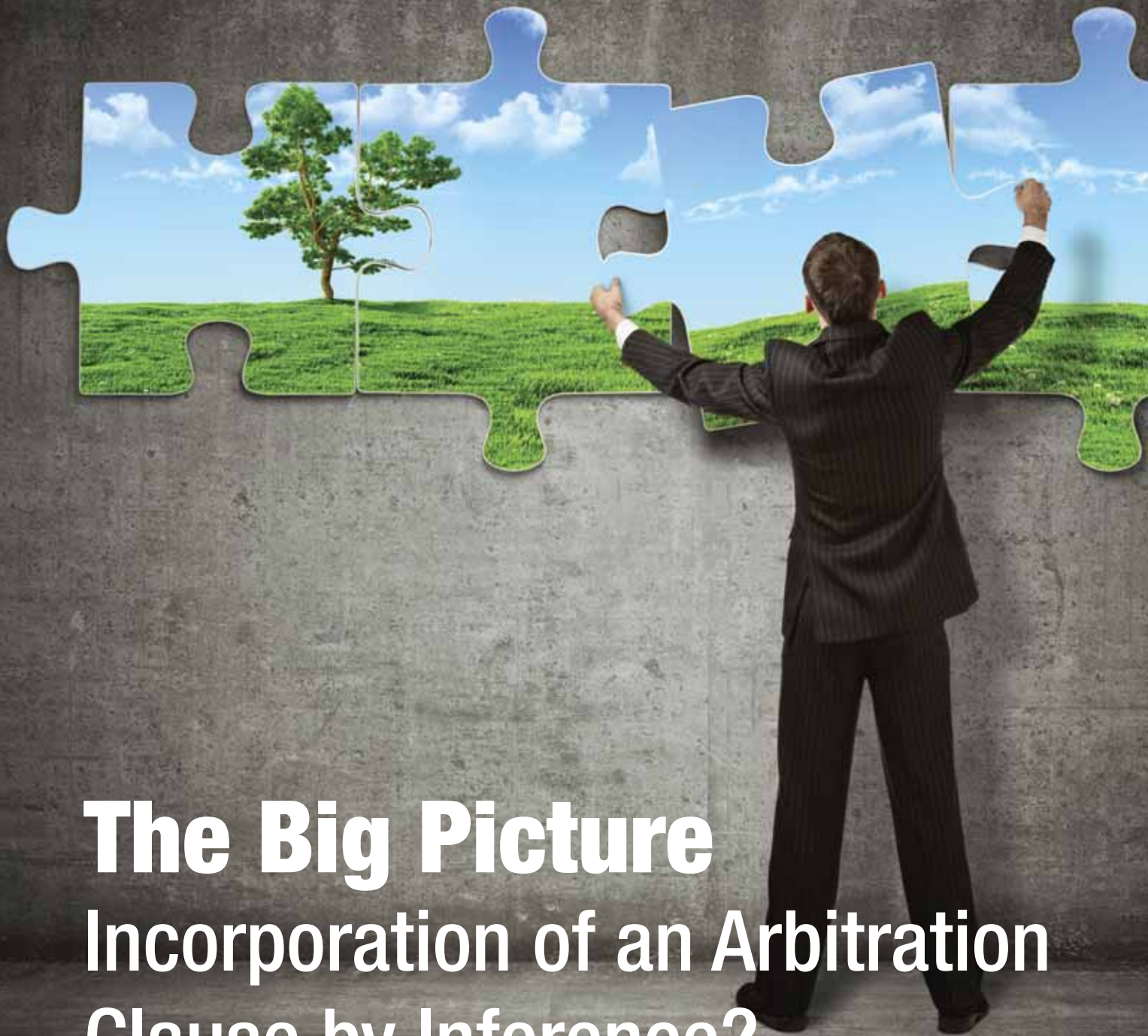
3 Sanjay Mohanasundram

4 Jonathan Yoon

5 Kevin Prakash

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The Big Picture Incorporation of an Arbitration Clause by Inference?

by **Nereen Kaur Veriah**
LL.B (Hons) (London) C.L.P.
Associate, Shook Lin & Bok

The issue of whether an arbitration clause may be incorporated into a contract by drawing inferences from the conduct of parties or documents other than the contract in dispute is an area of far-reaching consequences. This article looks at a recent judicial decision on this issue.



Section 9(5) of the Arbitration Act 2005 (“the 2005 Act”) provides that, *“a reference in an agreement to a document containing an arbitration clause shall constitute an arbitration agreement, provided that the agreement is in writing and the reference is such as to make that clause part of the agreement.”*

In essence reference in a contract to a document (containing an arbitration agreement) is sufficient to incorporate the arbitration agreement into that contract. However, what amounts to a “reference” to a document containing an arbitration agreement received judicial attention recently in the decision by the Federal Court when it overturned the Court of Appeal’s decision in the case of **Malaysian Newsprint Industries Sdn Bhd**¹. There, the Court of Appeal held that a reference may be made by drawing inference from the conduct of

parties or documents other than the contract in dispute, despite the fact that the contract in dispute did not expressly incorporate the document containing the arbitration agreement.

The facts were these. The appellant entered into a Technical Services Agreement (TSA) with the respondents for the respondents to provide services as a consultant for the design and construction of a newsprint mill. The TSA contained an arbitration agreement. However, prior to the expiry of the TSA, both parties entered into negotiations to extend the time period of the TSA. During the negotiations, 6 proposals were submitted by the respondents. Whilst the first 5 proposals contained a subordination clause (i.e. an express term incorporating the TSA and hence the arbitration agreement), the 6th proposal did not.

the Court of Appeal held that a reference may be made by drawing inference from the conduct of parties or documents other than the contract in dispute, despite the fact that the contract in dispute did not expressly incorporate the document containing the arbitration agreement.

¹ Malaysian Newsprint Industries Sdn Bhd v Bechtel International Inc (2012) 9 CLJ 993

The Federal Court held that the arbitration agreement is one which has to be reduced in writing and not adopted by way of drawing inference from the conduct of the parties or documents other than the contract giving rise to the dispute.



The appellant brought an action against the respondent for breach of contract, negligence and breach of statutory duty. The dispute was in respect of services provided during the extended period and in particular, the 6th proposal. At the High Court, the respondents applied for a stay of proceedings in favour of arbitration pursuant to Section 6 of the Arbitration Act 1952 ("the 1952 Act"). The High Court Judge was of the view that the disputed services was in respect of the 3rd proposal and not the 6th. As the 3rd proposal expressly refers to the TSA, the respondent's application was granted.

The appellant's appealed to the Court of Appeal. The appellant argued that the dispute arose from the 6th proposal and as the 6th proposal did not have a subordination clause, it could not be said to have incorporate the arbitration agreement. The Court of Appeal however dismissed the appeal. In doing so, the Court of Appeal drew an inference from the appellant's conduct and from documents other than the contract documents (i.e. the TSA and the first 5 proposals) and held that the "big picture" was that the appellant had agreed to arbitrate. This was so despite acknowledging that the 6th proposal did not

contain a subordination clause (making reference to the TSA). As such, the Court of Appeal held that the appellant was stopped from denying the arbitration agreement.

On appeal to the Federal Court, the issue was whether the agreement to arbitrate in the TSA could be inferred into the contract between the parties, here the 6th proposal even though there was no express incorporation.

The respondents relied on the case of *Bauer*² where the issue before the Court of Appeal was whether facts and circumstances in the present case warranted a finding that the parties either expressly or through their conduct agreed to incorporate the arbitration clause into the subsequent work orders (when only the first work order contained an arbitration clause). In deciding this issue, the Court of Appeal considered the guidelines set out in *T.N. Rao v. Balabhadra* AIR [1954] Mad. 71, *The Annefield* [1971] and *The Abu Road Electricity & Industries Co. Ltd. v. Industrial Gases Ltd.* AIR [1977] Cal. 482 and was of the view that clear words ought to be used in incorporating a document containing an arbitration clause. The Court of Appeal was also of the view that the particular facts of

² *Bauer (Malaysia) Sdn Bhd v Daewoo Corporation* (1999) 4 CLJ 665



each case were important in determining the intention of the parties.

Whilst the Federal Court in *Bechtel* agreed with the decision of *Bauer*, the Court held that *Bauer* was not relevant to the present case as there was no express incorporation in the 6th proposal of the document containing the arbitration clause.

The Federal Court held that the arbitration agreement is one which has to be reduced in writing and not adopted by way of drawing inference from the conduct of the parties or documents other than the contract giving rise to the dispute. In allowing the appeal, the Federal Court held that the Court of Appeal erred when it accepted that there was no reference

in the 6th proposal to the TSA, but chose to look at the conduct of the parties instead.

Based on the above decision, it would appear that in determining whether an arbitration agreement has been successfully incorporated into a contract, the *reference* to the arbitration agreement must be reduced into writing and into the contract document which is the subject matter of the suit or action. Thus whilst the Courts will look at the surrounding facts and circumstances as they did in *Bauer*, it would appear from the decision in *Bechtel* that the Courts are disinclined to hold that there is such a reference if the intention to arbitrate is not evidenced in clear terms. ■

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EXPERIENCE AND QUALITY

Shook Lin & Bok is known for its experience and quality in arbitration work. It is one of the largest law firms and also the oldest law firm of local origin in Malaysia with an extensive litigation and non-litigation practice. The firm's arbitration team led by Dato' Cyrus Das, a Fellow of The Malaysian Institute of Arbitrators, acts for various multi-national clients including foreign governments in challenges and enforcements of awards arising from international arbitrations. The firm's International & Domestic Arbitration Department comprise of several partners who are well-regarded in the various fields, including Construction & Engineering, Adjudication, Oil & Gas, Insurance, Shipping & Aviation, Joint Ventures and Commercial Disputes.

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MIArb Rooms & Document Storage Facility for Rent

MIArb offers well appointed arbitration rooms complete with document storage facilities. These rooms can be used for meetings, conferences, seminars or workshops and can accommodate up to 80 people in theatre-style seating.

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- Use of reference library
- Wifi access

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A deposit of 20% is required. The balance is payable 10 days before the first day of use.

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THE MALAYSIAN INSTITUTE OF ARBITRATORS

FAST TRACK FELLOWSHIP PROGRAMME

29 & 30 OCTOBER 2011

Hilton Petaling

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Room B



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(9:00^{am} – 5:30^{pm})
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Half Day
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(2:00^{pm} – 6:00^{pm})
RM150

Capacity (persons)
40

For Meetings, Conference, Seminars & Workshops

Full Day
(9:00^{am} – 5:30^{pm})
RM250

Half Day
(9:00^{am} – 1:00^{pm})
(2:00^{pm} – 6:00^{pm})
RM150

Room A+Room B



For Arbitration

Full Day
(9:00^{am} – 5:30^{pm})
RM400

Half Day
(9:00^{am} – 1:00^{pm})
(2:00^{pm} – 6:00^{pm})
RM250

Capacity (persons)
80

For Meetings, Conference, Seminars & Workshops

Full Day
(9:00^{am} – 5:30^{pm})
RM400

Half Day
(9:00^{am} – 1:00^{pm})
(2:00^{pm} – 6:00^{pm})
RM250

Room C



For Arbitration

Full Day
(9:00^{am} – 5:30^{pm})
RM200

Half Day
(9:00^{am} – 1:00^{pm})
(2:00^{pm} – 6:00^{pm})
RM120

Capacity (persons)
15

For Meetings, Conference, Seminars & Workshops

Full Day
(9:00^{am} – 5:30^{pm})
RM200

Half Day
(9:00^{am} – 1:00^{pm})
(2:00^{pm} – 6:00^{pm})
RM120



INSTITUT PENIMBANGTARA
MALAYSIA

Contact

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Selangor Darul Ehsan, Malaysia

List of MIArb Panel Arbitrators

	Names & Addresses	Primary Profession	Qualification & Training	Arbitration Experience	Professional Affiliation
1.	<p>Ms Ahalya Mahendra Suite 529, Block B2 Leisure Commerce Square 9, Jalan PJS 8/9 46150 Petaling Jaya Selangor Darul Ehsan Tel: 603-78775236 Fax: 603-78775237 Email: ahalyamahendra@the.net.my</p>	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB(Hons) University of Bristol LLM King's College, University of London, UK Diploma in International Commercial Arbitration (CI/Arb) UK 	<ul style="list-style-type: none"> Maritime Arbitration Construction Arbitration Corporate Arbitration 	<ul style="list-style-type: none"> FMIArb FCIArb Chartered Arbitrator
2.	<p>Tan Sri Dato' Cecil W.M. Abraham c/o Zul Rafique & Partners D3-3-8, Solaris Dutamas No. 1, Jalan Dutamas 1 50480 Kuala Lumpur, Malaysia Tel: 603-62098228 Fax: 603-62098221 Email: cecil@zulfarique.com.my</p>	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB (Hons) Queen Mary College, University of London 1968 	<ul style="list-style-type: none"> International Commercial Disputes Maritime Arbitration Investment Disputes 	<ul style="list-style-type: none"> FMIArb FCIArb FSIArb Fellow, ACICA (Australian Centre for International Commercial Arbitration) Chartered Arbitrator Past Chairman CIArb Member-ICC Commission on Arbitration Past Member of the London Court of International Arbitration Member, ICCA Member, Executive Council of I-Cells Member, Advisory Council of SIAC & KLRCA Member, ICSID Panel Member, ICC Malaysia National Committee Chair of ICC Malaysia Arbitration Committee
3.	<p>Ir. Chong Pick Eng (P E Chong) 4, Lorong Kemaris Empat, Bukit Bandar Raya, Bangsar 59100 Kuala Lumpur, Malaysia Tel: +603-22012378 Fax: +603-20922378 H/P: +6012-2975323 Email: cpicke@pc.jaring.my</p>	<ul style="list-style-type: none"> Chartered Engineer (UK) Professional Engineer (Malaysia) Asean Chartered Prof. Engineer Advocate & Solicitor (High Court of Malaysia) 	<ul style="list-style-type: none"> Dip. Mech. E., KL Tech (1968) Part II, Council of Engineering Institutions, UK1977 Intermediate & Part I, University of London 1991 Bachelor of Law (Hons), University of Wolverhampton 1992 LLM, University of Malaya 2002 DiplCI/Arb, 2004 	<ul style="list-style-type: none"> Construction Disputes Palm Oil Milling/Processes Biomass Plants Utilities (Heating – Boilers & Refrigerating Processes) Process/Manufacturing Plant 	<ul style="list-style-type: none"> FMIArb FCIArb FIMEche FSIArb Fellow-Institution of Engineers, Malaysia; Australia; Singapore Honorary Fellow, The ASEAN Federation of Engineering Organisation Panel of Arbitrators, IEM,PAM, KLRCA, SI/Arb, MIArb HonFAFEO
4.	<p>Professor Dr Colin YC Ong Suite 2-2 Gadong Properties Centre, Jalan Gadong, Bandar Seri Begawan BE4119 Brunei Darussalam Tel: (673)2/420913 Fax : (673)2/420911 Email:onglegal@brunet.bn</p>	<ul style="list-style-type: none"> Lawyer Arbitrator 	<ul style="list-style-type: none"> LLB (Hons)-University of Sheffield LLM (Commercial Law) Ph.D (Commercial Law & Arbitration) University of London Diploma in International Commercial Arbitration (CI/Arb) 	<ul style="list-style-type: none"> Commercial Arbitration Joint Ventures Insurance Construction Oil & Gas Industry Shipping Industry 	<ul style="list-style-type: none"> Barrister & Benchler of the Inner Temple FMIArb FCIArb Chartered Arbitrator FSIArb President of the Arbitration Association of Brunei Darussalam Visiting Fellow, University of London, School of Int. Arbitration since 1996 Visiting Professor, University of London, King's College Adjunct Assoc Prof. NUS (Singapore)
5.	<p>Ir Dr Wong Fook Keong No. 8-4, Jalan SP 2/2 Taman Serdang Perdana Seksyen 2, 43300 Seri Kembangan Selangor, Malaysia Tel: 603-89436686 Fax: 603-89452686 Email: weasbs@streamyx.com</p>	<ul style="list-style-type: none"> Geotechnical, Civil & Structural Engineer Building Demolition Engineer 	<ul style="list-style-type: none"> B.Sc (Civil Engineering, University of Strathclyde, Scotland) Ph. D (Civil, Mining & Applied Geology, University of Strathclyde, Scotland) Dip.EF (Association of Cost & Executive Accountants, UK) Post Grad. Dip in Arbitration (College of Estate Management, Reading) LLM (Commercial Law, University of Northumbria, UK) LLM (International Trade Law, University of Northumbria UK) 	<ul style="list-style-type: none"> Expert Witness in Construction Industry Arbitrator in Construction Industry 	<ul style="list-style-type: none"> Professional Civil Engineer Malaysia Chartered Civil Engineer Chartered Arbitrator Accredited Checker for Geotechnical Works (BEM5 AC/G) ASEAN Engineer FMIArb FCIArb FIEIM MACEM Professional Member, Concrete Reinforcing Steel Institute USA Associate Member, Association Business Executives, UK Panel Mediator: KLRCA Panel Arbitrator: KLRCA, IEM

Names & Addresses		Primary Profession	Qualification & Training	Arbitration Experience	Professional Affiliation
6.	Datuk William Lau Kung Hui 18-20, 1st Floor, Jalan Kampong Nyabor P.O. Box 444 96000 Sibulau Sarawak Tel: 084-336155 (5 lines) Fax: 084-330223 Email: wlaupc.jaring.my wkhlau@gmail.com	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> Barrister-at-Law (London's Inn) Bachelor of Law, London School of Economics Master of Law (LSE), University of London Chartered Arbitrator, UK Registered Adjudicator, WA Building Commission, WA Ministry of Justice (NT) 	<ul style="list-style-type: none"> Accredited Mediator (LEADR, IAMA) IMI Certified Mediator Construction, Maritime & Commercial Arbitration 	<ul style="list-style-type: none"> FCI Arb FMI Arb FSI Arb Fellow, IAMA International Mediator Institute (IMI) Registered Adjudicator, Western Australia & Northern Territory National Mediator Accreditation System, Australia (NIMAS) Chartered Fellow of the Institute of Logistics & Transport, Australia (CILTA) Chartered Fellow of the Institute of Logistics & Transport, Malaysia (CILTM) Former President of the Institute of Logistics & Transport, Malaysia
7.	Dato' Kevin Woo Thin Fook c/o KW Associate Architects Sdn Bhd Block A-2-5 & A-3-5, Plaza Damas 60, Jalan Sri Hartamas 1 50480 Kuala Lumpur Tel: 603-62010202 Fax: 603-62010303 Email: kwoo.arbitrator@gmail.com	<ul style="list-style-type: none"> Chartered Architect 	<ul style="list-style-type: none"> B. Arch. (Hons) UNSW, Australia Dip. in Arbitration (College of Estate Management, Reading, UK) B. Juris (Hons)(Mal) 	<ul style="list-style-type: none"> Construction Industry 	<ul style="list-style-type: none"> FCI Arb FMI Arb APAM RIBA Chartered Arbitrator Deputy President MIArb (2003 to 2005) President MIArb (2005 to 2008) Panel Arbitrator: CIArb, MIArb, KLRCA, SIAC, CIETAC, APRAG, DIAC, PAM
8.	Dr Ooi Teik Aun No. 10, Jalan Bukit Badak, (Jin 5/17) 46000 Petaling Jaya, Malaysia Tel: 603-79847299 Fax: 603-79847292 Email: drtao01@gmail.com	<ul style="list-style-type: none"> Consulting Engineer 	<ul style="list-style-type: none"> BE (Civil), Auckland ME, Auckland Ph D, Sheffield 	<ul style="list-style-type: none"> As Arbitrator and Expert Witness since 1994 to present in Construction Industry Geotechnical Engineering 	<ul style="list-style-type: none"> FIEM MICE FMI Arb PEng (Malaysia) CEng (UK) APEC Engineer ASEAN Engineer ACPE (ASEAN) International Professional Engineer President SEAGS (1993-1996, 2010-2013) President MIArb (2009) Chairman AGSSEA (2007-2010) Executive Director, IEM Training Centre Panel of Arbitrators: IEM, MIArb, KLRCA
9.	Dato' Stanley Isaacs c/o Isaacs Tan & Chu 17th Floor, Menara Hap Seng (Formerly Mui Plaza) Jalan P. Ramlee 50250 Kuala Lumpur Tel: 603-20813889 Fax: 603-20936535 Email: stanleyisaacs@gmail.com	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> Bachelor of Law- Middle Temple, London 	<ul style="list-style-type: none"> Government Arbitration cases 	<ul style="list-style-type: none"> FMI Arb FCI Arb Ex-Senior Federal Counsel, Malaysia & Head of Civil Law & Litigation, AG Chambers Parliamentary Draftsman, Malaysia Commissioner of Law Revision, Malaysia Panel Arbitrator: KLRCA
10.	Ir. Khoo Choong Keow c/o Wan Mohamed & Khoo Sdn Bhd 8C, Jin Mesra 1, Taman Mesra 40150 Shah Alam, Selangor Tel: 603-55191855 Fax: 603-55192866 Email: wmkbs@streamyx.com kckarb@yahoo.com	<ul style="list-style-type: none"> Engineer (since 1963) JPS 1963-1969 Consulting Engineer since 1969 to present 	<ul style="list-style-type: none"> BSc in Civil Engineering (University of Glasgow) Diploma in International Commercial Arbitration (CIArb) Advanced Course in Mediation (KLRCA) 	<ul style="list-style-type: none"> Arbitrated over 50 cases in construction industry since 1984 	<ul style="list-style-type: none"> P. Eng, FMI Arb, FCI Arb, FIEM, FICE Chartered Arbitrator Past Chairman, CIArb (Malaysia) 1998-2000 President MIArb (2003-2005) Past Vice President IEM (1982-1986) Past Vice President Malaysian Invention & Design Society (1986-1991) Panel of Arbitrators: KLRCA, MIArb, CIArb, IEM, HKIAC, SIAC, KCAB
11.	Rt Hon. Lord Douglas David Hacking Littleton Chambers 3, King s Bench Walk North The Temple London EC4Y 7HR, UK Tel: +442077354400 Fax: +442077978699 Email: david.hacking@london-arbitration.com	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> B. Arts- Clare College, Cambridge University M. Arts- Clare College, Cambridge LLB- Middle Temple 	<ul style="list-style-type: none"> Intellectual Property Travel Industries Mortgage Industries Construction Industries International Commercial Disputes IT Maritime Water Industries 	<ul style="list-style-type: none"> FMI Arb FCI Arb FSI Arb Member of the House of Lords Select Committee on the European Communities Member of the Houses of Parliament Joint Committee on Consolidation Bills

	Names & Addresses	Primary Profession	Qualification & Training	Arbitration Experience	Professional Affiliation
12.	<p>Ar. Menaha Ramanath 67-2, Medan Setia 1, Plaza Damansara, Bukit Damansara 50490 Kuala Lumpur Tel: 012-2029026 Fax: 603-20950376 Email: menaha.ramanath@gmail.com</p>	<ul style="list-style-type: none"> Architect & Building Audit 	<ul style="list-style-type: none"> BA(Hons) Architecture Post Graduate Diploma in Architecture, University of Portsmouth, UK 	<ul style="list-style-type: none"> Building & Construction Industry 	<ul style="list-style-type: none"> Fellow, PAM Professional Architect LAM Chartered Member Royal Institute of British Architects (RIBA) FMIArb
13.	<p>En. Mohamed Ismail Bin Mohamed Shariff c/o SKRINE Unit No. 50-8-1, 8th Floor Wisma Uoa Damansara 50 Jalan Dungan, Damansara Heights 50490 Kuala Lumpur Tel: 603-20813889 Fax: 603-20936535 Email: ismail@skrine.com</p>	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB.(Hons) University of Singapore 1969 LLM University of London 1974 	<ul style="list-style-type: none"> Have appeared as leading counsel in many arbitration cases on construction & intellectual property 	<ul style="list-style-type: none"> FMIArb FCIArb
14.	<p>Datuk Sundra Rajoo Nadarajah c/o Sundra Rajoo Arbitration Chamber Sdn Bhd No. 28-1, Medan Setia 2 Bukit Damansara 50490 Kuala Lumpur Tel: 603-20962228 Fax: 603-20962323 Email: sundra@sundrajoo.com Website: www.sundrajoo.com</p>	<ul style="list-style-type: none"> Architect Town Planner Advocate & Solicitor (Non-practising) Chartered Arbitrator 	<ul style="list-style-type: none"> B.Sc. Housing, Building & Planning, University Sains Malaysia 1979 LLB University of London Masters in Construction Law & Arbitration (with Merits) Leeds Metropolitan University Master in Philosophy in Law, Manchester University Grad. Dip. in Architecture, TCAE Australia Grad. Dip in Urban 7 Regional Planning TSIT, Australia CLP Malaysia Dip(CI)Arb UK 	<ul style="list-style-type: none"> Construction Industry Author of "Law, Practice & Procedure of Arbitration 2003" The Malaysian Std Form of Building Contract (The PAM 1998 Form, 2nd Ed 1999) Arbitration title for "Halsbury's Law of Malaysia, 2002 published by LexisNexis Co-authored "The Arbitration Act 2005 Uncitral Model Law as applied in Malaysia 2007" Co-authored "The PAM 2006 Std Form of Building Contract 2010" 	<ul style="list-style-type: none"> Director KLIRCA President APRAG Founding President SCL, Malaysia Council Member MIArb (1990-2003) Council of Architectural Education Malaysia (1999-2001) Member of Joint Board of Architects Malaysia & the Malaysia Institute of Architects Prof. Registration Exam Panel (1997/1999, 1994/1995) Member of CPD Working Committee Board of Architects Malaysia (2002-2007) Tutor & Examiner for membership courses, CIArb UK Member, Academy of Experts, UK Arbitrator, Olympic Council of Malaysia Country Rep of the Dispute Review Board Foundation in Seattle USA FCIArb FMIArb
15.	<p>Mr Tee Geok Hoek c/o GH Tee & Co 22 A-3, Jalan PUJ 8/SA Perdana Business Centre Bandar Damansara Perdana 47820 Petaling Jaya, Selangor DE Tel: 603-77264831 Fax: 603-77265251 Email: ghtee.com@unifi.my</p>	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB (Hons) University of Malaya 1983 	<ul style="list-style-type: none"> Construction Industry Commercial Disputes Joint Venture Disputes Coal Mining Disputes Disputes on Distribution Agreement Disputes on Fabrication & Manufacturing Contracts Disputes on B.O.T. Contract 	<ul style="list-style-type: none"> FMIArb FCIArb President, MIArb (2000-April 2003)
16.	<p>Mr Vinayak Prabhakar Pradhan c/o SKRINE Unit 50-8-1, 8th Floor Wisma UOA Damansara 50 Jalan Dungan, Damansara Heights 50490 Kuala Lumpur Tel: 603-20948111 Fax: 603-20943211 Email: vp@skrine.com</p>	<ul style="list-style-type: none"> Advocate & Solicitor 	<ul style="list-style-type: none"> LLB (Hons) University of Singapore-1974 	<ul style="list-style-type: none"> Oil & Gas Industry Construction Industry Commercial Marine Industry 	<ul style="list-style-type: none"> FMIArb FCIArb Chartered Arbitrator Commissioner-United Nations Compensation Commission(1998-2003) Member, Permanent Court of Arbitration, The Hague CIArb President 2013
17.	<p>Dato' WSW Davidson c/o Azman Davidson & Co. Suite 13.03, 13th Floor Menara Tan & Tan 207, Jalan Tun Razak 50400 Kuala Lumpur Tel: 603-21640200 Fax: 603-21640280</p>	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB Queen's University, Belfast 	<ul style="list-style-type: none"> Oil & Gas Industry Construction Industry Commercial 	<ul style="list-style-type: none"> FMIArb FCIArb MICCI (member of arbitration committee)

	Names & Addresses	Primary Profession	Qualification & Training	Arbitration Experience	Professional Affiliation
18.	Ms Wong Pek Yin, Christine 12, Laluan Tambun Perdana 6, Panorama Tambun Perdana, 31400 Ipoh, Perak Tel: 605-2412969 Fax: 605-2536910 Email: kristique@gmail.com	<ul style="list-style-type: none"> Quantity Surveyor 	<ul style="list-style-type: none"> Bachelor of Construction Economics RMIT, Australia Post Graduate Diploma in Arbitration-College of Estate Management, UK Adjudication training Course –CIArb (UK) Accredited Mediator by CIArb (UK) Panel Arbitrator KLRCA Panel Arbitrator MIArb 	<ul style="list-style-type: none"> Construction Industry 	<ul style="list-style-type: none"> FCIArb FMIArb MCIQB
19.	Mr Wilfred Abraham c/o Zui Rafique & Partners D3-3-8, Solaris Dutamas No. 1, Jalan Dutamas 1 50480 Kuala Lumpur Tel: 603-62098228 Fax: 603-62098221 Email: wilfred_abraham@zuirafique.com.my	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> Barrister, Middle Temple 	<ul style="list-style-type: none"> Insurance Construction International Commercial Law Sports 	<ul style="list-style-type: none"> FMIArb
20.	En Zafrul Mahmood 22, Jalan Sepah Puteri 5/19 Kota Damansara 47810 Petaling Jaya Tel: 603-76272788 Fax: 603-76257059 Email: zafrulmahmood@gmail.com	<ul style="list-style-type: none"> Engineer 	<ul style="list-style-type: none"> Bachelor of Science Civil Engineering, USA Dip in Arbitration, UK 	<ul style="list-style-type: none"> Construction Industry 	<ul style="list-style-type: none"> Professional Civil Engineer FCIArb FMIArb FIHT, UK Panel Arbitrator, IEM
21.	Mr Victor Smith Chamrdell Associates Co. Ltd 4/F, Unit 1402, GP House 572 Soi Ladprao 112 Wantrongiang Bangkok 10310 Thailand Tel: (66-2) 5149170-71 Fax: (66-2) 5149172 email: vsmith@chamrdell.com website: www.chamrdell.com	<ul style="list-style-type: none"> Chartered Arbitrator Chartered QS Chartered Builder 	<ul style="list-style-type: none"> BSc QS, Kingston Polytechnic LLM Master of Laws Degree in International Commercial law 	<ul style="list-style-type: none"> Engineering & Construction Industry 	<ul style="list-style-type: none"> FRICS FCIOB FCIArb FHKI/Arb MLCIA FSIArb FMIArb Chartered Arbitrator
22.	Mr Vincent Lim Kuo Phau c/o Vincent Lim & Partners No. 18-3A, 3rd Floor, Jalan Kampung Attap 50460 Kuala Lumpur Tel: 03-22734675 Fax: 03-002734678 email: klimtvo@yahoo.com	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> BSc Hons (Engineering) (University of London) LLB University of London Bachelor of Arts (Philosophy), London Master of Arts in Applied Linguistics, New England, Australia 	<ul style="list-style-type: none"> Construction Industry 	<ul style="list-style-type: none"> Professional Engineer FIEM FCIArb FMIArb Panel Arbitrator
23.	Mr Belden Premaraj Level 1B, Blk B, Kompleks Pejabat Damansara, Jln Dungan Damansara Heights 50490 Kuala Lumpur Tel: 603-20950203 Fax: 603-20950506 email: belden@beldenlex.com	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB Hons, University of Liverpool, UK Barrister, Lincoln Inn 	<ul style="list-style-type: none"> Construction & Engineering Oil & Gas Energy & Utility General Insurance 	<ul style="list-style-type: none"> FCIArb FMIArb Advocate & Solicitor, High Court of Malaysia Member of LAWASIA Member of SCL, UK Member of PAAM Member of IPBA KLRCA Panel Arbitrator
24.	Mr Mohanadass Kanagasabai M/s. Mohanadass Partnership 15-15 Tower A, Level 15 Menara UOA Bangsar No.5 Jln Bangsar Utama 1 45900 Kuala Lumpur Tel: 603-22820895 Fax: 603-22820897 email: mohanan@mohanadass.com	<ul style="list-style-type: none"> Advocate & Solicitor 	<ul style="list-style-type: none"> LLB Hons CLP 	<ul style="list-style-type: none"> Construction & Engineering Oil & Gas Company Law Issues Contracts & Commercial Disputes 	<ul style="list-style-type: none"> FMIArb FCIArb FSIArb Panel Arbitrator: KLRCA, MIArb, ICC Malaysia

Names & Addresses		Primary Profession	Qualification & Training	Arbitration Experience	Professional Affiliation
25.	Mr Chang Wei Mun c/o Raja, Darryl & Loh 18th Floor, Wisma Sime Darby Jalan Raja Laut 50350 Kuala Lumpur Tel: 603-26949999 Fax: 603-26984759 email: changweimun@rdl.com.my	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> Bachelor of Laws (Canterbury) 	<ul style="list-style-type: none"> Construction Industry Commercial Transactions 	<ul style="list-style-type: none"> FCIArb FMAIARB FSIArb Panel Arbitrator: KLRC, MIArb, KCAB, ICC Malaysia Mediator with Malaysian Mediation Centre
26.	Mr Nitin Nadkarni c/o Lee Hishammuddin Allen & Gledhill Level 16, Menara TM Asia Life 189, Jalan Tun Razak 50400 Kuala Lumpur Tel: 603-21612330 Fax: 603-21613933 email: nm@lh-ag.com	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> LLB Hons (University of London) 	<ul style="list-style-type: none"> International Trade International Law Insurance Construction Intellectual Property Tax & Project Disputes 	<ul style="list-style-type: none"> FCIArb FMAIARB Panel Arbitrator: KLRC, MIArb Mediator with Malaysian Mediation Centre
27.	Mr Nahendran Navaratnam c/o Kadir, Andri & Partners 8th Floor, Menara Safuan 80, Jalan Ampang 50450 Kuala Lumpur Tel: 603-20782888 Fax: 603-20788431 Email: nm@kaaplav.com	<ul style="list-style-type: none"> Advocate & Solicitor 	<ul style="list-style-type: none"> BSc (Materials Science) Bachelor of Laws 	<ul style="list-style-type: none"> Insolvency & Receivership Corporate Governance, Directors' Duties & Fiduciary Obligations; Takeover's & Shareholders Disputes Construction & Building Law Planning Law Insurance Tort & Contract including specifically Libel, Nuisance, Negligence & Quasi-contractual Claims Judicial Review Revenue Law 	<ul style="list-style-type: none"> Chartered Arbitrator FCIArb FMAIARB IPBA Member Accredited Mediator
28.	Ir Gong Ngjie Dee ECON (Malaysia) 65A, Jalan SS 25/2 47301 Petaling Jaya Selangor DE, Malaysia Tel: 603-78031833 Fax: 603-78046433 H/P: 019-2622138 Email: ndgong@yahoo.com	<ul style="list-style-type: none"> Civil/Structural Engineer Advocate & Solicitor 	<ul style="list-style-type: none"> BE Hons, MSc(Eng) Singapore LLBHons (London) DiplCIArb (CEM, UK) CLP 	<ul style="list-style-type: none"> C&S Engineering Construction Contracts Piling & Piled Foundations 	<ul style="list-style-type: none"> FMAIARB FCIArb FEM MICE PEng CEng Panel Arbitrator, KLRC, IEM, MIArb
29.	Mr S. Ahmed Sarwana Justice (Retd) c/o Abraham & Sarwana PIDC House, Mezzanine Floor Dr. Ziauddin Road Karachi 75530 Pakistan Tel: 9221-35687360 Fax: 9221-35687364 Mobile: 92301-8292813 Email: info@abrahamslaw.net	<ul style="list-style-type: none"> Ex-Judge, High Court of Sindh, Karachi Arbitrator, Counsel 	<ul style="list-style-type: none"> B.A. Univ. Karachi, Pakistan LLB Univ. Karachi, Pakistan LLM Univ. Pennsylvania USA 	<ul style="list-style-type: none"> Commercial, Civil & Constitutional Judicial Review Construction Disputes Business & Investment Shipping Intellectual Property Corporate & Finance Insurance Insolvency 	<ul style="list-style-type: none"> FMAIARB IPBA Member Member of LAWASIA Panel Arbitrator
30.	Mr Malcolm Holmes, QC 11th Floor, Wentworth Chambers 180 Phillip Street Sydney, New South Wales Australia Tel: +61-2-92328409 Fax: +61-2-92327626 Mobile: +61-411-465836 Email: malcolmholmes@wentworthchambers.com.au	<ul style="list-style-type: none"> Advocate & Solicitor Chartered Arbitrator 	<ul style="list-style-type: none"> B.A., LLB Sydney Bachelor of Civil Law (Oxford Uni.) Diploma in International Commercial Arbitration (CIArb) 	<ul style="list-style-type: none"> International and domestic arbitrations involving commercial, construction, insurance, mining, maritime and sports disputes 	<ul style="list-style-type: none"> FCIArb FIAMA FMAIARB Panel Arbitrator of AAA, SIAC, CIETAC, KLRC, HKIAC, ACICA, MCCI, JCAA, KCAB
31.	Mr Randolph Khoo Boo Teck c/o Drew & Napier LLC 10 Collyer Quay #10-00 Ocean Financial Centre Singapore 049315 Tel: +65-65312418 Fax: +65-62200324 Mobile: +65-93626211 Email: randolph.khoo@drewnapier.com	<ul style="list-style-type: none"> Director, Drew & Napier LLC Advocate & Solicitor 	<ul style="list-style-type: none"> LLB (Hons) NUS 	<ul style="list-style-type: none"> General civil litigation, specialising in international & domestic arbitration, company, contract law, shareholder, matrimonial & family asset disputes 	<ul style="list-style-type: none"> FSIArb FCIArb FMAIARB Panel Arbitrator, Law Society Arbitration Scheme

	Names & Addresses	Primary Profession	Qualification & Training	Arbitration Experience	Professional Affiliation
32.	<p>Mr Soh Lieh Sieng c/o Chariton Martin Consultants Sdn Bhd A-10-3, Northpoint Mid-Valley No. 1 Medan Syed Putra Utara 59200 Kuala Lumpur Tel: +603-22875175 Fax: +603-22875176 Mobile: +06012-6189318 Email: liehsieng.soh@charitonmartin.com</p>	<ul style="list-style-type: none"> Regional Director 	<ul style="list-style-type: none"> BEng(Hons), MSc, CEng 	<ul style="list-style-type: none"> Engineering & Construction Industry Expert Witness 	<ul style="list-style-type: none"> FMArb FCI Arb MICE Panel Arbitrator
33.	<p>Ms Elaine Yap Chin Galk c/o Wong & Partners Level 21, The Gardens, South Tower Mid Valley City, Lingkaran Syed Putra 59200 Kuala Lumpur Tel: 603-22987838 Fax: 603-22822669 Mobile: 012-3222146 Email: elaine.yap@wongpartners.com</p>	<ul style="list-style-type: none"> Advocate & Solicitor 	<ul style="list-style-type: none"> LLB (Hons), BSc(Hons) 	<ul style="list-style-type: none"> Have appeared as counsel in many arbitration cases on commercial and construction disputes General commercial litigation 	<ul style="list-style-type: none"> FMArb
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36.	<p>Mr Lam Ko Luen c/o Shook Lin & Bok 20th Floor, Bangunan AmBank Group 55 Jalan Raja Chulan 50200 Kuala Lumpur Tel: 603-20311788 Fax: 603-20311778 Email: koluen@shooklin.com.my</p>	<ul style="list-style-type: none"> Lawyer 	<ul style="list-style-type: none"> B. Comm. LLB (Australia) 	<ul style="list-style-type: none"> Building, Construction & Engineering Disputes JV Disputes Mining Contract Disputes Land development & Project Development Agreement Disputes Disputes Relating to Production Sharing Agreements (Oil & Gas) General Contractual Disputes 	<ul style="list-style-type: none"> FCI Arb FMArb Panel Arbitrator, Adjudicator, KLRCA
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