



15TH LAWASIA INTERNATIONAL MOOT COMPETITION

NATIONAL ROUNDS, MALAYSIA
7 - 9 AUGUST 2020
VIRTUAL MOOTS

LAWASIA
International Moot



LAWASIA
THE LAW ASSOCIATION FOR
ASIA AND THE PACIFIC
FOUNDED IN 1946

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LAWASIA Design Philosophy

The design for this year's programme cover symbolises a cultural crossover between Malaysia and Mongolia, where the moot problem was written and where the international rounds of the competition was supposed to be held. We shall not allow our circumstances to determine our future nor reduce us to an existential existence without direction, hope or a future. We shall not succumb, yield nor surrender. Whilst we may have to adjust to a new normal, we shall also adapt to our environments in realising our goals. Adapt we shall, the 15th edition of the Competition will continue this year via a virtual moot court specially built for this purpose.

The chosen patterns on the programme cover, mirrors the traditional textile in Malaysia known as *Batik*. The inception of this design was also heavily influenced by the colours of both the national flags of Malaysia and Mongolia, signifying the interconnectedness between participants of the Moot Competition. The space left in white represents the canvas of life upon which we paint, draw and re-discover ourselves in a post Covid-19 world.

The boldness, courage and tenacity required of us to fight viciously to adapt without compromising our quality of life and the ideals of our beliefs, are key to remain undefeated. Let us together keep going.

Raphael Tay

Chair

LAWASIA Moot Standing Committee

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THE LAWASIA MOOT

About LAWASIA

LAWASIA is an international organization of lawyer's associations, individual lawyers, judges, legal academics, and others that focus on the interests and concerns of the legal profession in the Asia Pacific region. LAWASIA facilitates its member's participation in the most dynamics economic region in the world. Since its inception in 1966, LAWASIA has built an enviable reputation among lawyers, business people and governments, both within and outside the region, as a committed, productive and genuinely representative organization.

Find out more: <http://lawasia.asn.au/welcome>

About Mooting

The Moot Standing Committee acknowledges the importance of and observes that mooting has emerged as a critical component of legal education simply because it provides the skills training element for the fundamental skills necessary for a prospective lawyer. Indeed many leading law schools have either made mooting compulsory or forms an important part of the curriculum. Mooting offers a systematic training process of the essential skills of problem solving, legal analysis, drafting legal submissions and the development of public speaking. The ability to articulate one's thoughts and arguments condensing disparate, often conflicting legal authorities into succinct and persuasive arguments is arguably the single most important weaponry in the lawyer's arsenal.

Some Law Schools have yet to recognise the importance of mooting where it is considered an extracurricular activity confined to and organised by the student body. Such neglect cannot be allowed to continue if we are to raise the standards of our lawyers to meet the needs of a globalised world. We recognise that the constrains of individual Law Schools and for this reason the Committee would encourage all Law Schools not only to participate but hopes that its students would be encouraged to attend the Competition.

The competitiveness and the individualistic nature of mooting and lawyers are self evident. What is less obvious but equally important are the role of coaches and the coaching assistance rendered as the teams prepare for the written submissions and the oral competition. The coaching assistance represents further opportunities for the faculty in enhancing the educational value and overall experience to the students. Often the Moot Problem posed is in an area of the law that the students have little or no substantive knowledge in or may not have adequate background in comparative law. Obviously, students have not allowed such minor issues to dampen their interest and enthusiasm. Such handicaps have often been turned into educational forays into legal worlds hereto unknown to them thus enlarging and enriching their legal education.

The LAWASIA International Moot Competition provides this educational learning experience in an international environment. The networking of and the meeting of like-minded students across jurisdictions prepare them for a globalised world. Friendships are formed amongst students, relationships forged between participating law schools and useful contacts made by the stakeholders.

At its best, moot competitions are arenas where legal minds do battle under extreme conditions juggling between facts and the law where the best traditions of the Bar and Bench are simulated so as to impact young lives in preparation for their role in the cause of upholding the rule of law.

It is essential that law students are exposed to the concepts of the rule of law and an independent Judiciary. We quote The Hon Chief Justice Murray, AC who had this to say when addressing the National Judicial College of Australia on the 9th February, 2007, “An assurance that courts decide cases free from external influence in the form of pressure from governments or other powerful interests or favoritism of some litigants is basic. The ultimate test of such assurance is whether people believe that, in a legal contest between a citizen and a government, the judge will hold the scale of justice evenly. It is also important that people believe that judges are committed to deciding cases of all kinds, regardless of the identity of the parties, fairly and according to law.”

The late Tun Suffian in his Braddel Memorial Lecture in 1982, could not have summed it up any better when he professed, “In a multi-racial and multi religious society like yours and mine, while we judges cannot help being Malay or Chinese or Indian; or being Muslim or Buddhist or Hindu or whatever, we strive not to be too identified with any particular race or religion – so that nobody reading our judgment with our name deleted could with confidence identify our race or religion, and so that the various communities, especially minority communities, are assured that we will not allow their rights to be trampled underfoot.”

By involving sitting as well as retired Judges of eminence and integrity in the judging of the Competition the mooter is exposed to the names behind the personalities they only read of in law reports. In addition senior members of the Bar and general counsels from industry are also invited as judges of the Moot.

The 15th LAWASIA International Moot Competition

It is with great pleasure that we, the LAWASIA International Moot Secretariat welcome you all to this year’s LAWASIA International Moot Competition. With the COVID-19 pushing the world to adapt to a “new normal”, the 15th edition of the Moot Competition (Malaysian National Rounds) will be conducted online. In the light of adoption of digital technology by the courts, this is the best opportunity to inculcate law students, members of the legal fraternity as well as members of the judiciary with virtual moot court experiences.

On its 15th edition, the LAWASIA International Moot Competition continues to bring mooting into the curriculum of law schools throughout the world and to serve as a platform for friendships to be forged. It has indeed been an enjoyable journey. Over 1,100 students have taken part in the LAWASIA International Moot Competition and our alumni come from approximately 60 law schools from 30 different jurisdictions. In this year’s moot competition, students will be faced with a challenging problem with regards to International Dispute Resolution, Commercial Law and Contract Law.

OUR PHILOSOPHY CHAIR LAWASIA MOOT STANDING COMMITTEE



MEET, SHARE + LEARN

We meet to uphold the time honoured values and principles of humanity and celebrate the sharing of knowledge and ideas, and of learning whilst embracing the diversities of the world we live in, believing that man's greatest moment is a moment in time of warm embrace and acceptance for his fellow human being.

Legal jurists have since the time of the second century formulated theories to explain, understand and sometimes to interpret and supplement the body of man's knowledge in relation to his view of the world. The Roman, Gaius articulated the "law of nations" as a law that is "common to all men". In 1625, Hugo Grotius further developed the "law common to all men" to include men of other faiths, the Muslims, Hindus, Jews and Chinese. Jeremy Bentham wrote the "Principles of International Law" in 1789 describing the foreigner oriented law. Immanuel Kant the great thinker and philosopher's concept of a republic linked to human rights, the right of nations and cosmopolitan law was instructive and even more so relevant today. The concept can be seen as a forerunner of the Universal Declaration of Human Rights, sharing with it the idea that some rights have a universal value no matter what one's political, social, cultural or religious leanings are.

The idea of an interdependent world re-emerged out of the ashes of destruction and devastation of the two World Wars in the Twentieth Century. With global interdependence gradually replacing the ideological and political struggles, Philip C Jessup in 1956 noted and recognized that the governance of human affairs could not be artificially confined and restrained by artificial boundaries of political states. He had conceptualized a new framework in the study of inter-state relationships which he termed "transnational law". It was to include all rules, norms or customs which regulates actions or events of all actors, relationships between states, relationships between state and non-state actors, public and private international law, of domestic and international law dichotomy that transcends national frontiers. It embraced a wider and more comprehensive world view of global human interaction, of business, and commercial; of constitutional, administrative, and political affairs; of litigation and negotiation; and of human rights, public interest and civil rights.

In the last fifty or so years saw the creation of various permanent and semi permanent international tribunals created by international treaties or by international agencies of world bodies to adjudicate and settle the increasing conflict between the various actors brought about by the ever increasing human interaction across national borders. Parallel to this development was the establishment of international and regional arbitral centers which catered to the private commercial disputes of business. This rapid interdependency expedited by technological advances gave birth to an era which we now termed as “Globalization” which had and continues to significantly change the nature of these challenges. Even as such advancement and optimization of global networks be they financial markets or global supply chains create opportunity it is equally susceptible to crises.

In 1960, Sirimavo Bandaranaike became the world’s first woman Prime Minister in an unprecedented Sri Lankan election which was made all the more incredulous being a male dominated society. Not long thereafter, Neil Armstrong becomes the first man to walk on the moon in 1969 bearing testimony to the final frontier. The fall of Saigon in 1975 marked the end of the Vietnam War. Hong Kong reverted back to China in 1997 after 156 years under British control. 1989 saw one of the greatest pro-democracy rallies in Tianan Men Square which shocked the world at large. Following that, Nelson Mandela, after serving 27 long years behind bars was finally released in 1990 and became the first black President of South Africa. Apollo 13 was turned from the certainty of tragic human disaster by human values deeply rooted into the human mindset that tells us what is important. The mission was no longer about success. It was about something far more important: it was about caring for our fellow human beings. “Failure is not an option,” Gene Kranz, lead flight director for Mission Control told his ground crew at Houston. The Berlin Wall falls in 1990 after separating Germany for more than a quarter of a century. In 1995 Microsoft released the Windows 95 operating system, Martina Hingis at 15 years 282 days became the youngest person in history to win at Wimbledon the following year. iMac is unveiled by Apple in 1998. In the same year the U.S. Embassies in Dar es Salaam, Tanzania and Nairobi, Kenya are bombed killing 224 people and Exxon acquires Mobil for US\$73.7 billion creating the largest company on planet Earth! The terrorist attack on the World Trade Centre takes place on September, 11th, 2001. The Asian Tsunami strikes on Boxing Day 2004 after a undersea earthquake measuring 9.3 on the Richter Scale. In 2009, a black man is elected to the highest office in arguably the world’s only super power, unimaginable a generation ago. And we are now in the midst of the worst global financial and economic crisis since the Great Depression. Each and every event affects another human soul. In all its forms of human endeavors throughout history, achievements and challenges bring out the best and the worst of the human condition. The management of human interaction so crucial in a civilized world is made all the more important as the world becomes increasing closer.

The LAWASIA Moot Standing Committee recognizes the dependency of peoples and nations in an increasing complex and challenging global environment. Upholding the rule of law, equality and justice, equal opportunity and access for all, the environment, genocide, cultural and racial superiority, bigotry, dictatorships even benevolent ones and terrorism are some of challenges confronting us.

We recognise that the law and civil institutions of democracy together with institutions of dispute resolution alone are not the answers to man's problems. A new generation of men and women sworn to uphold the cause of justice with character, faith, integrity and fortitude is the best hope we have. So we hope, without being naive that the world we live in will change as we choose to embrace change itself so that we might see change in the world. Gandhi so eloquently put it, "You must be the change you wish to see in the world."

The competition shall therefore not be limited to any particular area of the law or a specific international dispute resolution forum or mechanism but may be changed from year to year mirroring current global concerns. Similarly the forum shall accordingly reflect the selected area of law. The competition is not just about winning but of fulfilling one's potential. Of a voyage of self discovery, building bridges and forging relationships with every tongue and tribe remembering that we have been created equal.

We celebrate the global citizen whose common heritage, shared values and universal legacy that makes us human are intertwined like a cord of three strands that is not easily broken. We share in a common hope and of a common dream that man shall overcome every adversity and challenge against impossible odds with unyielding faith in our improbable quest to sow the seeds of a better tomorrow through legal education and the law. It is an opportunity for all of us who are bound together by a common and shared interest in the law to do the right thing for a future generation, for in them lies the seeds of our collective destiny.

Ours is the audacity to believe.

Raphael Tay

Chair

LAWASIA Moot Standing Committee

WELCOME MESSAGE CHIEF JUSTICE OF MALAYSIA



It is often the phrase that one “reads” or “read” law at a particular institution. Whether one is a lawyer; a judge; an academician; or a student, the common feature of legal education is a life-long commitment to endless reading. That said, centuries ago, most if not all members of the legal profession realised that reading alone is simply insufficient if the aim is to be an excellent advocate. The mark of a great lawyer is not only the profundity of their knowledge but their ability to persuade or convince. This, in short, is what we call advocacy skills. That is why ours is a ‘profession’. Unlike generic legal knowledge, advocacy skills are marked by experience and remains elusive to this day.

Mooting emerged to enable young advocates-to-be to simulate court hearings by arguing a fictitious case. The practical and theoretical knowledge gained, the confidence mustered and honed, and the friendships forged are all an integral aspect of the typical moot apart from developing written and oral advocacy skills and critical thinking. Many moot competitions have developed not just in the style of courtroom advocacy but also to propagate the notion of alternative dispute resolution mechanisms along with their styles and decorum.

In this regard, LAWASIA is a staple moot court competition in Malaysia where our brightest minds gather in the name of fun, education and camaraderie and competitive spirit. This year has been challenging due to the advent of the Covid-19 pandemic. The pandemic thrusts upon us the ‘new normal’ teaching us that we must formulate newer and more effective methods to overcome the hurdle.

The Malaysian Judiciary too has enhanced its efforts to digitalise court processes culminating in online hearings at all levels of the judicial hierarchy. I am pleased to note that LAWASIA, refusing to bend to Covid-19, has taken this bold initiative to conduct the moot online. I am most certain that this opportunity will be a suitable medium to acclimatise our younger generation to the new future of advocacy. For that, I congratulate the Organising Committee and the Bar Council for recognising the evolution of our system of advocacy and for playing their part in the positive development of the future of our justice system.

With that, I bid a warm welcome and wish the best of luck to all participants, coaches, guest-judges, facilitators, and everyone else involved in the 15th LAWASIA International Moot Competition.

The Right Honourable Tan Sri Tengku Maimun binti Tuan Mat
Chief Justice of Malaysia

WELCOME MESSAGE AIAC SECRETARIAT

It is with great enthusiasm that the AIAC once again supports the 15th edition of the LawAsia International Moot Competition (the “Moot”). The Moot has had a significant impact on Malaysia’s legal industry, which can be seen by the number of teams from universities across Malaysia competing in this year’s Moot to represent the country in the subsequent international rounds.

This year’s Moot is notably different than the previous editions as the world is coping with the COVID-19 pandemic and the uncertainties it creates. Notwithstanding such, the Moot still attracts a vast interest from law students and ADR practitioners alike. Equally so, the LawAsia Standing Moot Committee, in collaboration with the AIAC, is committed to promote the ADR industry further and build networks as well as camaraderie through the Moot.

The AIAC always prides itself on its initiatives to support law students and young practitioners that wish to pursue and build careers in ADR by equipping them with, amongst others, training in advocacy skills. Our contributions to the Moot over these years is a testament to that. We are very proud of the AIAC’s Case Counsel who drafted this year’s Moot problem and are engaged in judging the national and international rounds of the Moot.

We genuinely believe that the Moot is a platform benefiting aspiring ADR practitioners in the long run. Without the support and participation from the ADR community, the Moot would not have achieved the reputation and prestige it has today.

We wish to thank the teams, arbitrators, coaches, and the LawAsia Standing Moot Committee who has collectively contributed to the success of this year’s Moot

Thank you.

AIAC Secretariat

WELCOME MESSAGE THE COLLEGE OF LAW



The College of Law is proud to sponsor the 15th LAWASIA International Moot Competition. This is our eighth year of sponsoring the competition's international round, since commencing with Bali in 2012 and continuing through with the competitions in Singapore (2013), Bangkok (2014), Sydney (2015), Colombo (2016), Tokyo (2017), Siem Reap (2018) and Hong Kong (2019). In Sydney, we were also honoured to be the competition's host.

The competition will see university teams from across the region competing on a topic that involves the resolution of cross-border disputes within Asia-Pacific jurisdictions. For the first time, the LAWASIA International Moot Competition will take place virtually due to the Covid-19 pandemic. We are very pleased that the LAWASIA Moot competition will continue this year despite the postponement of the LAWASIA annual conference in Ulaanbaatar. We are very much looking forward to witnessing teams actively participating in the moot using modern forms of technology.

The steady expansion of closer economic, social and legal ties across the region has been a significant trend in recent years. As our region rapidly grows, develops and integrates, the role of organisations such as LAWASIA has become even more relevant.

The College of Law also plays an important role in preparing new lawyers for international legal practice within our region.

We are pleased to be involved in a competition that will bring together the future great lawyers of our region. We welcome all moot teams and supporters and look forward to the competition.

James Jung
Director of Programmes
The College of Law Asia

MOOT PROBLEM 2020



Ling Ling Partnership

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Email: lingling@llp.comWebsite: www.llp.com2nd September 2019**ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)**Bangunan Sulaiman
Jalan Sultan Hishamuddin
50000 Kuala Lumpur
Malaysia

Attn: Director of the AIAC

Dear Sir,

IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJIANG) CO LTD (RESPONDENT)

We write to commence arbitral proceedings pursuant to Rule 2 of the AIAC Arbitration Rules 2018. Please find the attached:

- (i) a copy of the Notice of Arbitration ("**NoA**") along with the proof of service upon the Respondent on 1st September 2019;
- (ii) a copy of the Clothing Manufacturing and Supply Agreement which contains the arbitration agreement (*cf* Article 23 of Clothing Manufacturing and Supply Agreement);
- (iii) proof of payment of the non-refundable registration fee amounting to USD795.00.

Thank you.

Should you have further questions, please do not hesitate to contact us.

[signed]

MIKE LINGLing Ling Partnership
Representative of the Claimant**cc. NG GARMENT MANUFACTURING (XINJIANG) CO LTD**

Wuxi St, Xinshi, Urumqi, Xinjiang, China

Attention: Towny Ng <towny@nggarment.org.cn>



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1st September 2019

NG GARMENT MANUFACTURING (XINJIANG) CO LTD

Wuxi St, Xinshi, Urumqi, Xinjiang, China

Attention: Mr. Towny Ng [towny@nggarment.org.cn]

Dear Sir,

Kindly be informed that we are representing Airin Meerah Apparel Sdn Bhd, and we are commencing arbitral proceedings against your company pursuant to Article 23 of the Clothing Manufacturing and Supply Agreement under the Asian International Arbitration Centre ("AIAC") Arbitration Rules 2018.

Please find enclosed our Notice of Arbitration dated 1st September 2019, along with its five (5) relevant attachments.

Should you have further questions, please do not hesitate to contact us.

[signed]

MIKE LING

Ling Ling Partnership
Representative of the Claimant

cc. AIAC



**IN THE MATTER OF AN AIAC ARBITRATION PURSUANT
TO AIAC ARBITRATION RULES 2018**

BETWEEN:

AIRIN MEERAH APPAREL SDN BHD
(CLAIMANT)

-AND-

NG GARMENT MANUFACTURING (XINJIANG) CO LTD
(RESPONDENT)

NOTICE OF ARBITRATION



LING LING PARTNERSHIP

Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur

1st September 2019

I. INTRODUCTION

1. This NoA, together with the Exhibits numbered CL-1 to CL-5, is submitted on behalf of Airin Meerah Apparel Sdn Bhd (“Claimant”) pursuant to Article 23 of the Clothing Manufacturing and Supply Agreement (“CMSA”) against Ng Garment Manufacturing (Xinjiang) Co Ltd (“Respondent”). The Claimant and Respondent are collectively referred to as the “Parties.”
2. Pursuant to Article 3 of the AIAC Arbitration Rules 2018, this NoA contains the following information:
 - (a) A demand that the dispute is to be referred to arbitration (I);
 - (b) The names and contact details of the Parties (II);
 - (c) Identification of the arbitration agreement that is invoked (IV);
 - (d) Identification of the Parties’ contract and a brief description of the claim (III);
 - (e) A proposal as to the number of arbitrators and place of arbitration (IV);
 - (f) The relief sought (V).
3. This dispute primarily concerns, inter alia, the failure of the Respondent to manufacture and deliver the goods in accordance with the requirements under the CMSA.

II. THE PARTIES

A. Claimant

4. The Claimant is a leading fashion company based and registered in Malaysia with ten years of experience. The Claimant’s reputation in the industry is well-known all across the region as it owns numerous retail clothing chains in both domestic and international markets. The public easily associates the Claimant’s products with its unique bright red “AM” logo and/or its opulent “Airin Meerah” signature. The Claimant’s leading designer and CEO have also managed to snatch several accolades such as the Emerging Designer of the Year by Jarper’s Bazaar and Business Leader by Fogue. The Claimant’s primary target is the upper segment of the middle market. The Claimant’s most well-known product is its extraordinary dresses.
5. Claimant’s contact information is:
AIRIN MEERAH APPAREL SDN BHD
200, Jalan Maarof
Bangsar, 59100 Kuala Lumpur

6. Claimant's representative, to whom all correspondence should be addressed in this arbitration, is:

LING LING PARTNERSHIP

Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur
Attention: Mr. Mike Ling [mike@ling.com]

- B. Respondent

7. The Respondent is accoladed for its accurate precision and high efficiency among other clothing manufacturers in China. The Respondent is also one of the few manufacturers with the capacity to meet the Claimant's requirements, including but not limited to quality, quantity, and tight timelines.
8. Respondent's contact information is as follows:

NG GARMENT MANUFACTURING (XINJIANG) CO LTD

Wuxi St, Xinshi, Urumqi, Xinjiang, China
Attention: Mr. Towny Ng [towny@nggarment.org.cn]

III. THE PARTIES' CONTRACT AND NATURE OF THE PARTIES' DISPUTE

- A. Factual Background

9. By way of the CMSA, the Claimant agreed to purchase, and the Respondent agreed to manufacture 100,000 dresses in various quality, size, and colours ("Dresses") (see **CL. EXHIBIT 1** – Clothing Manufacturing and Supply Agreement).
10. The CMSA incorporated Airin Meerah's Standard Terms and Conditions ("**AM STC**") (see **CL. EXHIBIT 2** – Airin Meerah's Standard Terms and Conditions). The AM STC, inter alia, imposes the "highest responsible, sustainable and ethical standards" in the manufacturing of clothes and textiles on its business partners. Further background regarding the formation of the CMSA and material information about the AM STC is enclosed (see **CL. EXHIBIT 3** – Witness Statement of Ms. Airin Meerah).

11. The Respondent completed the first manufacturing phase of the Dresses on 1st April 2019 ("**First Consignment**"). Upon receipt of the First Consignment, the Claimant distributed them to its domestic and international retailers and wholesale distributors. Marketing campaigns were also deployed to boost the visibility of the new collection of the Dresses focusing on the sustainable and ethical philosophy of the Claimant.
12. The market's response to the First Consignment was astounding. The public highly praised the Dresses and demanded continued supply with more varieties. As a result of such a success, the Claimant then received an invitation to showcase some samples from the First Consignment during the prime time of the Nepal Sustainable and Ethical Fashion Week 2019 in September 2019 ("**Nepal S&E Fashion Week**").
13. On 1st August 2019, the Malaysian Fashion Chronicle, a leading fashion magazine in Malaysia, published an article questioning the Claimant's commitment to sustainable and ethical fashion (see **CL. EXHIBIT 4 – Malaysian Fashion Chronicle Article**) ("**Article**"). The Article also featured an interview with an anonymous source who was the senior employee of a manufacturing factory that exposed the unequal treatment by the employer. The interviewee described how female employees were demanded to work longer hours than male employees with an unreciprocated salary. The specific name and/or location of the factory was not mentioned. However, several photos included dresses with the Claimant's well-known logo present at the factory premises. The Article then attempted to exploit these photos to establish that the Claimant was vicariously liable for the unequal treatment of the factory employees. To neutralize the situation, and advised by its public relations department, the Claimant issued an official statement, affirming its commitment to investigate this incident further and reiterating its philosophy of ethical and sustainable practices in the fashion industry.

14. Although unknown to the public, the Claimant had a strong reason to believe that the scene occurred at the Respondent's premises. This is because the shapes, colours, textures, materials, and the sizes of the dresses featured in the Article match the Dresses as required under the CMSA, in particular, type H, I, J, and K. The technical descriptions of the Dresses are particular, exclusive, and unknown to the other business partners of the Claimant other than the Respondent. The Claimant requested clarifications from the Respondent but only received unfavourable responses. Not only did the Respondent deny any liability, the Respondent challenged the credibility of the interview and denied its obligation to comply with the Claimant's highest responsible, sustainable, and ethical standards. Moreover, the Respondent had the audacity to confirm its adherence to the terms of the CMSA. Subsequently, the Claimant tendered its notice of termination of the CMSA and reserved its right to claim for damages, including but not limited to loss of profits, arising from the Respondent's breach of the CMSA. The Respondent then contested the validity of such termination (see **CL. EXHIBIT 5** – Exchange of Communications RE Dresses).

B. Legal Basis of Claim

15. The Claimant submits that its termination of the CMSA is valid due to the fundamental breach of the CMSA by the Respondent. Article 7.3.1 of the Principles of International Commercial Contracts 2016 ("**UNIDROIT Principles 2016**") gives the aggrieved party the right to terminate the contract when a failure of the non-performing party amounts to a fundamental non-performance. As the AM STC were validly incorporated into the CMSA, the Respondent was required to manufacture and deliver the Dresses in conformity with the "highest responsible, sustainable and ethical standards".
16. Moreover, taking into account that valid termination of a contract does not necessarily preclude a claim for damages for non-performance under the UNIDROIT Principles 2016, the Claimant submits that it is entitled to additionally seek loss of profits. The Article severely affected not only the demand for the Dresses and reputation of the Claimant but also the profitability of its entire business. Furthermore, boycotts occurred in almost all of the Claimant's stores in Malaysia. A social media hashtag #IAmNotWearingAM was created and is trending internationally. After the release of the Article, the Claimant generated virtually zero income and continuously expended its financial resources to handle public relations issues. On top of that, the organisers of the Nepal S&E Fashion Week recalled its invitation pending the outcome of the investigation. Therefore, the Claimant had to forego numerous opportunities to generate profits from its day-to-day business transactions. As such, the Claimant's position is that the Respondent must compensate for the damages, including but not limited to loss of profits, resulting from the fundamental breach of the CMSA.

17. Further particulars of the Respondent's fundamental breach of the CMSA, as well as the Claimant's claims, will be elaborated in the Memorandum on behalf of the Claimant. For the avoidance of doubt, the matters set out in this NoA are only intended to outline the general nature of the Claimant's claims solely for the purpose of commencement of arbitral proceedings and do not serve, in any way, to limit the issues, disputes, or claims to be raised by the Claimant in this dispute.

IV. ARBITRAL PROCEEDINGS

A. The Arbitration Clause

18. This arbitration is initiated pursuant to the arbitration agreement found at Article 23 of the CMSA, which is as follows:

“Art. 23 Dispute Resolution

Unless the Parties agree otherwise, all disputes arising from or in connection with this Agreement shall be settled through arbitration using the facilities and rules at the Asian International Arbitration Centre in Kuala Lumpur, Malaysia.”

B. The Seat of Arbitration

19. Pursuant to Article 23 of the CMSA, the seat of the arbitration is Kuala Lumpur.

C. The Governing Law

20. Pursuant to Article 24 of the CMSA, it is governed by the UNIDROIT Principles 2016:

“Art. 24 Law of the Agreement

This Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016).”

D. The Arbitral Tribunal

21. The Parties did not agree on the number of arbitrators. Rule 4(3)(a) of the AIAC Arbitration Rules 2018 provides:

“Rule 4 Appointment

[...]

(3) If the Parties fail to determine the number of arbitrators and the Director does not determine the number having regard to the circumstances of the case, the arbitral tribunal shall:

(a) in the case of an international arbitration, consist of three arbitrators

[...]”

As such, the Arbitral Tribunal shall consist of three arbitrators. Pursuant to Rule 4(5)(a) of the AIAC Arbitration Rules 2018, the Claimant hereby nomi-nates the First Arbitrator:

Prof. Dr. A

A Chambers

EkoCheras, No. 693, Batu, 5, Jalan Cheras

56000 Kuala Lumpur

a@achambers.com

Please be informed that if the Respondent fails to nominate the Second Arbitrator within thirty (30) days from the service of this notice upon the Re-spondent, then the Claimant will request the Director of the AIAC to appoint the Second Arbitrator (cf. Rule 4(5)(b) of the AIAC Arbitration Rules 2018).

E. The Registration Fee

22. He proof of remittance for the registration fee in the amount of USD795.00 is attached to the NoA.

V. RELIEF SOUGHT

23. As a result, Claimant respectfully requests the Arbitral Tribunal to grant the following prayers for relief:
- (a) To declare that the Respondent fundamentally breached its contractual obligations under the CMSA by delivering non-conforming Dresses;
 - (b) To declare that the Claimant validly terminated the CMSA;
 - (c) To award damages, including but not limited to loss of profits, incurred by the Claimant as a result of the fundamental breach of the CMSA by the Respondent; and
 - (d) To order the Respondent to pay all costs of the arbitration, including the Claimant’s representative’s fees and expenses.

Respectfully submitted by,

[signed]
Sarah Ling
Partner

[signed]
Mike Ling
Partner

Ling Ling Partnership
Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur

Representative of the Claimant

Exhibits to the NoA

Title of the Exhibit	Exhibit number
Clothing Manufacturing and Supply Agreement	CL. EXHIBIT 1
Revised Standard Terms	CL. EXHIBIT 2
Witness Statement of Ms Airin Meerah	CL. EXHIBIT 3
The Malaysia Fashion Chronicle Article	CL. EXHIBIT 4
Exchange of Communications Re Dresses	CL. EXHIBIT 5

CL. EXHIBIT 1

CLOTHING MANUFACTURING AND SUPPLY AGREEMENT

between

AIRIN MEERAH APPAREL SDN BHD
200, Jalan Maarof, Bangsar 59100 Kuala Lumpur, Malaysia
("Buyer")

and

NG GARMENT MANUFACTURING (XINJIANG) CO LTD
Wuxi St, Xinshi, Urumqi, Xinjiang, China
("Manufacturer")

(hereinafter collectively referred to as the "Parties")

PREAMBLE

Whereas the Buyer is one of the leading fashion companies based and registered in Malaysia;

Whereas the Manufacturer is one of the biggest clothing manufacturers in China;

Whereas further agreement(s) will be formed with Gölgör Textiles and Fabrics LLC for the supply of high-quality Mongolian fabrics for the manufacture of the dresses under this agreement.

Art. 1 Subject Matter

The Parties agree that the Manufacturer will manufacture and deliver, and the Buyer will purchase a total of 100,000 dresses ("**Dresses**") of various shapes, colours, textures, materials, and sizes as further specified in Schedule I.

Art. 2 Price

(1) The purchase price of the Dresses is USD20,000,000.00.

(2) The payment schedule is as follows:

(a) an initial payment of USD7,500,000.00 on 1st January 2019;

(b) four (4) semi-annual instalments of USD1,250,000.00 million to be paid upon the delivery of each phase per Schedule II; and

(c) one (1) final payment of USD7,500,000.00 to be paid 100 days after the 4th delivery pursuant to Schedule II.

Art. 3 Delivery

- (1) The Parties agree that the Dresses will be delivered in six (6) phases as follows:
- a. Types A – G and 1-unit sample for types H – AB by no later than 1st April 2019;
 - b. Types H – K by no later than 1st September 2019;
 - c. Types L – N by no later than 1st January 2020;
 - d. Types O – R by no later than 1st May 2020;
 - e. Types S – U by no later than 1st October 2020; and
 - f. Types V – AB by no later than 1st February 2021.
- (2) The Dresses are to be delivered to the Buyer's premises according to the terms and arrangements as contained in Schedule II.

Art. 23 Dispute Resolution

Unless the Parties agree otherwise, all disputes arising from or in connection with this Agreement shall be settled through arbitration using the facilities and rules at the Asian International Arbitration Centre in Kuala Lumpur, Malaysia.

Art. 24 Law of the Agreement

This Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016).

Art. 38 Standard Terms and Conditions

This Agreement is subject to the Airin Meerah's Standard Terms and Conditions, available on its official website: <http://www.airinmeerah.dress/>.

Date: 1 December 2018

[signed]
Signed by the Buyer
AIRIN MEERAH
on behalf of Airin Meerah
Apparel Sdn Bhd

[signed]
Signed by the Manufacturer
TOWNY NG
on behalf of the Ng Garment
Manufacturing (Xinjiang) Co Ltd

Enclosures:

1. Schedule I – Type, Quality and Design Description of the Dresses
2. Schedule II – Delivery Arrangement of the Dresses

CL. EXHIBIT 2



**AIRIN MEERAH'S STANDARD TERMS AND CONDITIONS
(Version 03.12.2018)**

Welcome to AIRINMEERAH.dress. This website and domain name are owned and operated by AIRIN MEERAH APPAREL SDN. BHD., a company registered in Malaysia, Registration No. QR1518514 (“**Airin Meerah**”).

Any agreements concluded with Airin Meerah (“**AM Contracts**”) are subject to the following standard terms and conditions (“**AM STC**”).

By entering into the AM Contracts, you agree to all of the AM STC. You should check this page regularly to take notice of any reasonable changes we may make to the AM STC.

PREAMBLE

Airin Meerah is a company committed to the highest responsible, sustainable, and ethical standards at all stages of its work in the fashion industry.

Section 11. Manufacturing & Supplying

All Manufacturers bound by the AM Contracts shall, under all circumstances, during the manufacturing and/or procurement of the goods directly or indirectly for Airin Meerah, ensure that:

1. Its Suppliers are of first echelon and have a shared belief that ethical and sustainable manufacturing of goods is an essential component of well-structured industrial relations, which will enable businesses to flourish and provide decent work with respect and dignity.
2. The chosen suppliers will comply with the standards agreed with the Manufacturers in order to avoid a breach of Airin Meerah’s underlying company principles.

Airin Meerah

CL. EXHIBIT 3

WITNESS STATEMENT OF MS AIRIN MEERAH

AIRIN MEERAH**Born in Kuala Lumpur, 20 June 1975**

I, Airin Meerah, of Airin Meerah Apparel Sdn Bhd, 200, Jalan Maarof, Bangsar, 59100 Kuala Lumpur, confirm the following is based on my personal knowledge:

1. On 20th June 2015, which was our 10th anniversary, Airin Meerah Apparel set a new objective for completion. Airin Meerah Apparel always strives to not only be the leading fashion brand in Malaysia and abroad, but also, pushes the fashion industry's boundaries to sustainable and ethical manufacturing. Driven by this ambition, we aim to be admitted as a United Nations Global Compact Company as well as to model our products on fashion runaways that share a similar vision, which includes, but is not limited to, the Nepal S&E Fashion Week.
2. To achieve this goal, we focus on the exceptional quality of our products. On 15th August 2018, our designers and I finally finished the designs for 30 new dress types. The design for each dress contained a technical descriptions to ensure manufacturing was done in a sustainable and ethical manner. We also prepared several prototypes of the dresses.
3. Showcasing our dresses in the Nepal S&E Fashion Week would be a great stepping stone for us. The Nepal S&E Fashion Week is an exclusive platform for selected designers, who manage to demonstrate their unwavering commitment towards ecological integrity and social justice, to showcase their work. To be invited to the Nepal S&E Fashion Week, a designer's products must embody sustainable and ethical values and be supported by the public. To be considered for the Nepal S&E Fashion Week, our products needed to be on the shelves around April or May 2019.
4. Airin Meerah Apparel had a difficult time in its pursuit of the right clothing manufacturer due to the requirement that the manufacturer must have the capacity to, within a short timeframe, manufacture the dresses in their intricate technical requirements and in a considerable quantity. After scanning and looking for a viable manufacturer all around Asia, we were acquainted with Ng Garment Manufacturing (Xinjiang) Co Ltd ("**Ng Garment**"), who confirmed that it had the capacity to meet our elaborate requirements.
5. It was my impression that Ng Garment was excited to cooperate with us. This is further shown by the fact that during the negotiations of the terms of the contract, they did not persistently counter our terms. Rather, their main required condition of the contract was to have Gölgör Textiles and Fabrics LLC as the designated fabrics supplier for the clothing manufacturing. In light of the tight timeframe, we acceded to this condition and requested our legal department to finalise the necessary paperwork.

6. Upon finalization of the contract, our legal department also forwarded a list of questions to be verified with Ng Garment for due diligence purposes. Our legal department raised the question of whether, in light of the sustainability and ethical business ideology that Airin Meerah Apparel aspires to have, it was necessary to require any certification from Ng Garment that it complied with the same. We conveyed this question to them and found no alerting responses at that juncture. Shortly thereafter, along with Gölgör Textiles and Fabrics LLC's involvement as the designated supplier, the Parties reached an agreement on the terms of the CMSA.
7. In order to affirm and formalise our business ideology on sustainability and ethical fashion, on 3rd December 2018, we overhauled our standard terms to reflect the same. Numerous announcements and public statements on national television were made to raise awareness to our customers of Airin Meerah's exciting new goal and to notify our business partners of our novel commitment. This included, but was not limited to, circulating email-blast through our customer communication channels, posting on social media platforms, and issuing a popup notification on our website that summarized the changes to our standard terms.
8. I trust this explains the background of the formation of the CMSA with Ng Garment. Contracts are promises. Promises are meant to be kept, not to be broken. I was truly disappointed to learn that Ng Garment was unable to live up to their promises. Ng Garment also broke our shared promise to not only weave clothing, but to weave a better world.

Dated: 30th August 2019

Best regards,



Airin Meerah

Airin Meerah Apparel Sdn Bhd
200, Jalan Maarof, Bangsar
59100 Kuala Lumpur, Malaysia

CL. EXHIBIT 4**THE MALAYSIAN FASHION CHRONICLE**

By Leon Barik

AIRIN MEERAH: COMMITMENT TO ETHICAL FASHION QUESTIONED?

KUALA LUMPUR (1/8/2019) - The quest to acquire the green credentials has started to sweep the fashion industry. This objective is mainly brought forward by fashion institutions seeking to burnish its reputation to its customers. But behind this ecofight, a broad set of issues related to social justice are gaining increased scrutiny. Further, is it possible to complete such a quest without compromising the affordability of the price tag that they offer to their customer?

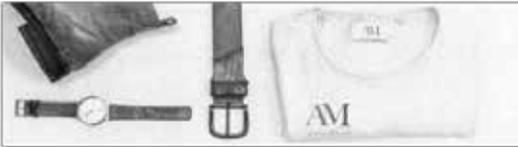
“Woven by Threads of Sweat, Blood, and Tears”, a recently published documentary article written by Kaira Venkatraman, a Malaysian investigative journalist, exposed a spectrum of fashion industry players who managed to cast an illusion that they have achieved the goal of sustainability and ethics in fashion by relying on underpaid labors in China and Mongolia.

The article focused on several cities, amongst them are Xinjiang, China and Ulaabaatar, Mongolia. Additionally, it claimed that under the banner of a poverty alleviation programme, poor farmers, small traders and idle villagers of working age were obliged to attend training and indoctrination courses for several weeks to months and were assigned to stitch clothes, make shoes and/ or gather cotton.



Ms. Venkatraman’s article also featured an anonymous interview with an elderly woman who testified about a strict working environment in the factory she worked and how she was forced to leave her peaceful life as a farmer to become one of the cotton gatherers. Moreover, she stated that the factory also set longer working hours for women and refused to release their daily remuneration if the targets were not met.

Several experts were called to provide their opinions regarding this, and two schools of thought have developed. Several experts confirmed that those are rural areas with a surplus of labor, and a high percentage of unemployment is likely to threaten social stability. As such, the placement of the unemployed in a steady and supervised work environment will alleviate poverty and reduce crime rates. The other experts argue that this treatment constitutes social injustice and can amount to mistreated or even forced labor. This is ironic considering China, Mongolia, and Malaysia ratified the C100 – ILO Equal Remuneration Convention, 1951 (No. 100), which requires them to “ensure the application to all workers of the principle of equal remuneration for men and women workers for work of equal value”. As such, one could argue that the reputation of any company whose products are manufactured in this coercive and inequal labor scheme will be tainted as not being sustainable and/or ethical.



Shockingly, in one of the many photo clips featured in Ms. Venkatraman's article, several dresses had the "AM" logo that many associate with Airin Meerah.

Several comments, and even conspiracy theories, have sparked up accusing Airin Meerah of using these fabrics and clothing manufacturers in China and/or Mongolia. If it were proven that Airin Meerah is engaging such labor, Airin Meerah would likely be vicariously liable.

Airin Meerah is, so far, the only fashion giant in the region who dares to pledge their alliance to both sustainable and ethical fashion. This is shown by their numerous and constant marketing endeavors that highlight their products' embodiment of and commitment to the highest responsible, sustainable, and ethical standards. Its recent collection of dresses that were supposed to be manufactured in a sustainable and ethical manner received outstanding responses from the public. The Nepal S&E Fashion Week subsequently invited Airin Meerah to showcase samples from this new collection of dresses in Nepal this September. It is questionable whether Airin Meerah's reputation will stand firm in light of this investigative article.

The Malaysian Fashion Chronicle reached out to Airin Meerah's representative, and was informed that an official statement by Airin Meerah would be issued soon.

Leon Barik.
Malaysian Fashion Chronicle.

CL. EXHIBIT 5**Airin Meerah Apparel Sdn Bhd**

From: Airin Meerah <airin@airinmeerah.dress>
Sent: Friday, August 2, 2019 5:15 PM
To: Towny Ng <towny@nggarment.org.cn>
Cc: Jessica Hiujun; Mike Ling; Sarah Ling
Subject: RE: The Malaysian Fashion Chronicle Article dated 1st August 2019

Dear Towny,

Kindly take note that we have engaged our solicitors to deal with this matter. Therefore, kindly address all correspondences to their address below:

LING LING PARTNERSHIP

Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur

Thank you.

Best regards,



Airin Meerah Apparel Sdn Bhd
200, Jalan Maarof, Bangsar 59100,
Kuala Lumpur, Malaysia.



Our standard terms and conditions are available [here](#)

From: Towny Ng <towny@nggarment.org.cn>
Sent: Friday, August 2, 2019 3:30 PM
To: Airin Meerah <airin@airinmeerah.dress>
Subject: RE: The Malaysian Fashion Chronicle Article dated 1st August 2019

WITHOUT PREJUDICE

Dear Ms. Meerah,

As emphasized in our previous email, we maintain our position that we have duly complied with all our obligations under the CMSA and the AM's Terms and Conditions.

As such, you are not entitled to terminate the CMSA. We have also begun the man-ufacturing of the subsequent consignments of the Dresses, in particular, Types H to AB, and such termination will result in a disproportionate loss to Ng Garment.

We, therefore, seek your kind understanding in this matter, retraction of the said notice, and we look forward to our continued business relationship.

At the same time, we reserve all our rights in this matter.

Thank you.

Kind regards,

TOWNY NG
CEO

NG GARMENT MANUFACTURING (XINJIANG) CO LTD,
Wuxi St, Xinshi, Urumqi,
Xinjiang China



From: Airin Meerah <airin@airinmeerah.dress>
Sent: Friday, August 2, 2019 2:55 PM 1:24 PM
To: Towny Ng <towny@nggarment.org.cn>
Subject: RE: The Malaysian Fashion Chronicle Article dated 1st August 2019

Dear Towny,

We take note of your response to our email below.

Unfortunately, it is undeniable that the photographs in the article, as well as the identity of the manufacturing plant incriminated, refer to Ng Garment.

We have conducted a thorough internal investigation, and it was found that the pieces of clothing pictured in the photographs match the dresses as described in the CMSA. From the photographs, it has been determined that the pieces of clothing match the shape, colours, texture, and materials of the dresses specified in the said agreement.

We further wish to reiterate that at all material times, the Airin Meerah brand has always upheld the highest standards of confidentiality when it comes to the idea, design, materials, and specifications of all our collections. The specifications of the dresses in the photographs have also never been disclosed to any other business partner except Ng Garment.

In view thereof, and in these circumstances, we are left with no choice but to exercise our rights to protect the integrity and reputation of the Airin Meerah's brand.

NOTICE OF TERMINATION

Please note that due to your failure to manufacture and deliver the dresses in accordance with the highest responsible, sustainable, and ethical standards as stipulated in the AM's Terms and Conditions (Version. 03.12.2018), you have committed a fundamental breach of CMSA.

As per the CMSA, as well as the AM's Terms and Conditions, please accept this email as our notice of termination of the CMSA, effective immediately upon receipt of this email.

We further reserve our rights to claim for damages, including but not limited to loss of profits.

Thank you.

Best regards,



Airin Meerah Apparel Sdn Bhd
200, Jalan Maarof, Bangsar 59100,
Kuala Lumpur, Malaysia



Our standard terms and conditions are available [here](#)

From: Towny Ng <towny@nggarment.org.cn>
Sent: Friday, August 2, 2019 10:45 AM
To: Airin Meerah <airin@airinmeerah.dress>
Subject: RE: The Malaysian Fashion Chronicle Article dated 1st August 2019

Dear Ms. Meerah,

How are you?

Firstly, let me begin by saying how shocked and surprised we are by your allegations that our manufacturing facilities are engaged in unethical practices.

We strongly deny the false allegations in your email. Ng Garment does not and will not tolerate such strong statements about our manufacturing practices. Kindly note that we follow the same standard operating procedure as all other clothing manufacturers in our province. We have also complied with the standard operating procedures in the manufacturing and delivery of the first batch of dresses on 1st April 2019 as per the specifications and requirements laid down in the CMSA as well as the AM's Terms and Conditions.

With regards to the Malaysian Fashion Chronicle article, we note that in many instances prior to this, there have been many allegations that it often publishes fake news, as well as news aimed at tarnishing the good name of reputable corporations and individuals in the region. Has it never occurred to you before that the article might be one of those fake-news articles?

Further, there was no mention of Ng Garment in the article, nor any of its fabrics suppliers and/or other companies or factories. Taking into account the size of your business, and its turnovers, the article could be talking about any of your business partners, whether manufacturers or suppliers. The photographs featured also look as if they were photoshopped. We were also unable to ascertain the identity of the elderly woman who was interviewed for the article. We, therefore, reiterate that we believe the news article is fake and unreliable and therefore, should not be of your significant concern.

Regarding the sustainable and ethical standards mentioned in your email, may we kindly enquire wherein our agreement this is stated? We believe that you may have mistaken us with your other business partners, as no such terms were incorporated in the CMSA, as well as the AM STC agreed between us.

We trust the above is clear. We look forward to our continued business relationship.

Thank you.
Kind regards,

TOWNY NG
CEO
NG GARMENT MANUFACTURING (XINJIANG) CO LTD,
Wuxi St, Xinshi, Urumqi, Xinjiang China



From: Airin Meerah <airin@airinmeerah.dress>
Sent: Friday, August 2, 2019 8:35 AM
To: Towny Ng <towny@nggarment.org.cn>
Subject: The Malaysian Fashion Chronicle Article dated 1st August 2019
Attachments: mfcarticle.pdf

Dear Towny,

We hope this email meets you well.

Just yesterday, it was brought to our attention that an article was published on the Malaysian Fashion Chronicle, bearing the title "*Airin Meerah: Ethical Brand Commitment Questioned?*", in which negative references were made to our brand, Airin Meerah. A copy of the said article is attached for your reference.

In the article, strong allegations were made about our brand's failure to uphold the highest responsible, sustainable, and ethical standards in our business practices. It was alleged that our brand is engaged with a clothing and/or fabrics manufacturer(s) who apparently is involved in unethical practices, particularly in the unequal treatment of its factory workers. The article also featured an interview with an elderly female employee who described that female workers are demanded to work longer hours or risk their salaries being withheld. The article featured several photographs, one of which contained clothes bearing the Airin Meerah's logo. Allegations were further made in the article that our company is therefore vicariously liable for the unethical treatment of the factory workers.

As the allegations in the article undermine the very foundation and commitment of the Airin Meerah brand to the highest responsible, sustainable, and ethical standards, as stated in the AM STC, we, therefore, take these allegations seriously and have taken steps to issue an official statement, affirming our commitment to and philosophy of ethical and sustainable fashion and announcing that this matter will be thoroughly investigated.

We further note that the said photograph featured a piece of clothing that is, in fact, being manufactured specifically in your facility. In view thereof, we seek your kind clarification as to your views and position on the allegations made in the article.

We trust that your facility will adhere to the highest responsible, sustainable, and ethical standards in your manufacturing practice, as well as ensure the same standards are maintained by the fabrics suppliers retained by you, as required under the AM's STC incorporated into the CMSA.

We hope to hear from you at your earliest convenience. In the meantime, we reserve all our rights.

Thank you.

Best regards,



Airin Meerah Apparel Sdn Bhd
200, Jalan Maarof
Bangsar 59100
Kuala Lumpur
Malaysia



Our standard terms and conditions are available [here](#)

Please quote our reference when replying.

Our Ref. : AIAC/INT/ADM-888-2019
28th September 2019



LING LING PARTNERSHIP
Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South
59200 Kuala Lumpur
[Attn.: Mike Ling & Sarah Ling]

By Email & Post
(Email: sarah@llp.com; mike@llp.com)

**NG GARMENT MANUFACTURING
(XINJIANG) CO LTD**
Wuxi St, Xinshi, Urumqi, Xinjiang, China
[Attn.: Towny Ng]

By Email & Post
(Email: towny@nggarment.org.cn)

Dear Sirs/Madams,

IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJIANG) CO LTD (RESPONDENT)

We refer to the above matter.

Please be advised that this arbitration matter has been registered pursuant to **Rule 2** of the **AIAC Arbitration Rules 2018** (“**Rules**”). According to **Rule 2(2)** of the **Rules**, the arbitration commenced on 2nd September 2019.

We wish to bring to your attention **Rule 14(1)** and **Rule 14(2)** of the **Rules**, which states that the Director of the AIAC shall fix a provisional advance deposit, which is intended to cover the costs of the arbitration. The amount of this deposit is calculated based on the un-quantified amount in dispute and shall be paid in equal shares by both Parties within 21 days upon request from the AIAC.

Having regard to the above, please be informed that a provisional advance deposit of **USD15,000.0** is payable in equal shares by the Parties. The amount to be paid by the Parties is as follows:

Claimant	: USD7,500.00
Respondent	: USD7,500.00

Please be advised that pursuant to **Rule 14(3)** of the **Rules**, in the event that any of the Parties fails to pay its share of the deposit, the Director of the AIAC will give the other Party an opportunity to make the required payment within a specified period of time. The arbitral proceedings shall not proceed until the provisional advance deposit is paid in full.

We wish to highlight that pursuant to **Rule 14(4)** and **Rule 14(5)** of the **Rules**, further deposits may be requested following a calculation of the estimated fees and expenses of the Arbitral Tribunal and AIAC administrative fee. Any unexpended balance shall be returned to the Parties upon rendering of the final account.

Finally, please be advised that according to the Service Tax Act 2018 effective as of 1 September 2018, a service tax ("**SST**") is applicable to taxable services specified in the First Schedule of the Service Tax Regulations 2018. In compliance with the legislative requirements, the AIAC includes (where applicable), as part of its calculation of deposits, a 6% SST rate on: (i) the arbitrator's fees; and (ii) the AIAC administrative fees. The AIAC will issue tax invoices accordingly when the arbitration proceedings conclude. Please see the AIAC's **Circular on the Application of Service Tax Act 2018** for further details.

Please find enclosed our Invoices no. 10000393 and 10000394 for your reference.

Kindly remit the above stated amount within 21 days by **18th October 2019** and submit to us the proof of the remittance.

Thank you.

Yours faithfully,

[signed]
ALBERTA PRIMADONA
Senior International Case Counsel
Email: alberta@aiac.world

Your Ref. No.: Please Advise
Our Ref. No.: JH/ARB/078



30th September 2019

LING LING PARTNERSHIP

Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South 59200 Kuala Lumpur
[Attn.: Mike Ling & Sarah Ling]
[email: sarah@llp.com; mike@llp.com]

By Email & Post

Dear Sir/Madam,

RE: IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJIANG) CO LTD (RESPONDENT)

We are instructed by our client, Ng Garment Manufacturing (Xinjiang) Co Ltd, to serve onto you the Response to the Notice of Arbitration for the above matter.

Please ensure to address any future correspondence related to this matter to us.

Best regards,

Jessica Hiujun
Managing Partner

cc. ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)

Bangunan Sulaiman
Jalan Sultan Hishamuddin
50000 Kuala Lumpur
Malaysia
Attn: Alberta Primadona, Senior International Case Counsel, AIAC
Ref. No.: AIAC/INT/ADM-888-2019



Xinsheng Plaza, Tower C, 30F
5 Finance Street, Xicheng District
100032 Beijing, PRC



+861051284400



jessica@hiujun.org

IN THE MATTER OF AN ARBITRATION PURSUANT TO
THE AIAC ARBITRATION RULES 2018

ARBITRATION NO.: AIAC/INT/ADM-888-2019

BETWEEN:

AIRIN MEERAH APPAREL SDN BHD
(Claimant)

v.

NG GARMENT MANUFACTURING (XINJIANG) CO LTD
(Respondent)

**RESPONSE TO THE
NOTICE OF ARBITRATION**



Hiujun Law Firm
Xinsheng Plaza, Tower C, 30F
5 Finance Street, Xicheng District
100032 Beijing, PRC

Representative of the Respondent

30th September 2019

I. INTRODUCTION

1. This Response to the Claimant's Notice of Arbitration ("**Response**"), together with its Exhibits numbered RS. EXHIBIT 1 to RS. EXHIBIT 3, is submitted on behalf of the Ng Garment Manufacturing (Xinjiang) Co Ltd pursuant to the Article 4 of the AIAC Arbitration Rules 2018.
2. In this Response, unless otherwise stated, the Respondent adopts the abbreviations used in the Claimant's NoA. Unless otherwise stated, capitalised terms shall have the meanings given to them in the NoA.
3. For the avoidance of doubt, any allegation set out in the NoA, which is not expressly or specifically addressed in this Response shall not be construed as an admission or concession by the Respondent of the allegation made.
4. The Response shall not be construed as a submission to the jurisdiction of the Arbitral Tribunal or a waiver by the Respondent of their right to challenge the jurisdiction and power of the Arbitral Tribunal.
5. Pursuant to Article 4 of the AIAC Arbitration Rules 2018, this Response contains information concerning the following:
 - i. The name, description and contact details of the Parties **(II)**;
 - ii. Respondent's arguments as to the Arbitral Tribunal's jurisdiction **(III)**;
 - iii. Respondent's arguments as to the nature and circumstances of the dispute **(IV)**;
 - iv. Respondent's arguments concerning the composition of the Arbitral Tribunal **(V)**;
 - v. Respondent's position regarding the relief sought by the Claimant and the relief sought by the Respondent **(VI)**;
 - vi. Confirmation of delivery of the Response to all other parties **(VII)**.

II. THE PARTIES

6. Paragraphs 4, 5, 6, 7, and 8 of the NoA are admitted.
7. Kindly ensure that all future correspondences are directed to the Respondent's representative:

Hiujun Law Firm

Xinsheng Plaza, Tower C, 30F
5 Finance Street, Xicheng District
100032 Beijing, PRC
Attn. to: Jessica Hiujun (jessica@hiujun.com)

III. RESPONDENT'S ARGUMENTS AS TO THE ARBITRAL TRIBUNAL'S JURISDICTION

8. Paragraph 17 and 18 of the NoA are denied. The Respondent objects to the jurisdiction of the Arbitral Tribunal. The Claimant erroneously initiated this arbitration proceeding under the administration of the AIAC, applying AIAC Arbitration Rules 2018, and claiming that the seat of arbitration is located in Kuala Lumpur, Malaysia. This untenable assertion is based on the Claimant's specious reference to Article 23 of the CMSA, which provides as follows:

“Art. 23 Dispute Resolution

Unless the Parties agree otherwise, all disputes arising from or in connection with this Agreement shall be settled through arbitration using the facilities and rules at the Asian International Arbitration Centre in Kuala Lumpur, Malaysia.”

9. The Claimant has orchestrated numerous false allegations to the Respondent by concealing relevant and material facts of the case to bring favour on their side. The Claimant mentioned nothing in their NoA about the existence of a valid and binding arbitration clause in the Textiles Supply Agreement (“**TSA**”). Article 13 of the TSA reads as follows:

“Art. 13 Dispute Resolution

All disputes arising from or in connection with this Agreement shall be settled through arbitration using the facilities and rules at the alternative dispute resolution centre in Ulaanbaatar, Mongolia.”

10. The Claimant agreed to the dispute resolution clause in the TSA (see **RS. EXHIBIT 1** – Witness Statement of Mr Towny Ng; see **RS. EXHIBIT 2** – Textiles Supply Agreement). Moreover, the Respondent asserts that the crux of the dispute stems from the TSA. Taking into account the number of inter-related contractual agreements associated with the present dispute, and by applying the “one-stop” principle and locating the centre of gravity of the dispute, it is clear that the present claim revolves around the terms of the TSA. Therefore, the Claimant has wrongfully initiated this arbitration proceeding by invoking the arbitration clause contained in the CMSA.
11. As such, contrary to the Claimant’s position, if this dispute were to be brought to arbitration, the proceeding should be under the administration of an alternative dispute resolution centre in Ulaanbaatar, Mongolia, with the seat of arbitration being Ulaanbaatar, Mongolia. Initiating an arbitration proceeding that is not in accordance with the agreement of the Parties is a valid ground to object to the jurisdiction of the Arbitral Tribunal and/or challenge the enforceability of the arbitral award, at a later stage. Thus, since these proceedings have been wrongfully initiated, this Arbitral Tribunal is requested to determine that it lacks the jurisdiction to hear the present matter.

IV. RESPONDENT'S ARGUMENTS AS TO THE NATURE AND CIRCUMSTANCES OF THE DISPUTE

12. The Respondent is astonished by the Claimant's ability to cherry-pick the facts. It is evident that the NoA has bypassed a considerable amount of facts that are of important milestones to the present case, which will be further elaborated below. Strictly without prejudice, and without any concession to our objection to the jurisdiction of the Arbitral Tribunal, the Respondent will confer with this in turn.
13. The Respondent strongly denies paragraph 11 of the NoA. The Arbitral Tribunal is put on notice that there are two versions of Airin Meerah's STC. The Claimant purports that the CMSA incorporates the revised version of the Airin Meerah's STC ("**Revised AM STC**"). The Claimant, however, seems to ignore the existence of the original version of the Airin Meerah's STC ("**Original AM STC**") (see **RS. EXHIBIT 3**).
14. It is the Respondent's position that the Revised AM STC have never been validly incorporated into the CMSA. The Claimant never offered a reasonable opportunity for the Respondent to learn of the Revised AM STC. The Original AM STC contained no commitment to ethical and sustainable standards. At the time the CMSA was formed, the Parties never intended to be obligated to "uphold the highest responsible, sustainable and ethical standards" in their manufacturing practices. Such standard was discussed at some point, but it never materialised (see **RS. EXHIBIT 4** – Witness Statement of Mr Christian Jones).
15. Additionally, the onus was on the Claimant to ensure that proper notice of the revisions to the standard terms was issued. Such obligation is further amplified if it involves a shifting of the business philosophies and ideologies that will substantially affect the performance of the contract. By failing to serve a proper notice when the Claimant overhauled the AM STC, the Revised AM STC were never incorporated into the CMSA.
16. Even if the incorporation of the Revised AM STC was to be deemed valid, the ethical and sustainable terms are not effective on the Respondent since the terms are surprising. Therefore, the Respondent is not under any obligation to comply with the ethical and sustainable standards due to the non-existence of any and/or non-effectiveness of the provisions under the CMSA imposing the same on the Respondent. The Claimant had an ample opportunity to bring such standard to the attention of the Respondent, but the Claimant stood silent and said nothing (see **RS. EXHIBIT 5** – Exchange of Communications on Due Diligence)

17. Assuming *arguendo* that the Respondent is obligated to adhere to the ethical and sustainable standards, the Respondent nevertheless submits that none of its conduct can be construed as a ground for termination of the CMSA pursuant to the UNIDROIT Principles 2016. As such, the Respondent alleges that the Claimant's termination of the CMSA is invalid.
18. As pointed out by the Claimant, the existence of a fundamental breach of contract is required to warrant a rightful termination of a contract. The Respondent submits that it performed its obligations under the CMSA and did not deprive the Claimant of its expectations under the CMSA. The delivery of the First Consignment of Dresses was successful and in compliance with the quality required under the CMSA. The Claimant even admitted that it had received a shower of compliments regarding the Dresses.
19. Further, the Claimant is not entitled to terminate the CMSA as the Respondent will suffer disproportionate loss as a result of the termination. At the time of finalising the CMSA, the Claimant made it clear that tardiness is out of the question, and we therefore punctually delivered the First Consignment of the Dresses to the Respondent. The Respondent is also currently in the midst of producing the next consignment of the Dresses, Types H – AB, and has tendered various purchase orders to our supplier, Gölgör Textiles and Fabrics LLC, to acquire the necessary materials. The Respondent, at this juncture, is unable to produce the purchase orders as exhibits to this Response due to the confidential nature of those orders.
20. While the Respondent refutes all allegations made by the Claimant, the Claimant is put on notice that the Respondent is currently in the midst of investigating the allegation of the unequal treatment practices with the Gölgör Textiles and Fabrics LLC.

V. RESPONDENT'S ARGUMENTS CONCERNING THE COMPOSITION OF THE ARBITRAL TRIBUNAL

21. In its NoA, the Claimant nominated Prof. Dr. A from A Chambers as the First Arbitrator.
22. Strictly without prejudice, and assuming *arguendo*, but not conceding that the Arbitral Tribunal has jurisdiction to hear this dispute, the Respondent nominates Ms. B, a fashion industry specialist, to serve as the Second Arbitrator, whose details are as follows:

Ms. B

B Fabulous Collection
266 Wangfujing St
Beijing, PRC
b@fabcollection.com

VI. RESPONDENT'S POSITION REGARDING THE RELIEF SOUGHT BY THE PARTIES

23. The Respondent rejects the Claimant's claims and relief as set out in its NoA.
24. The Respondent respectfully requests the Arbitral Tribunal to:
- i. Find that it lacks the jurisdiction to decide the dispute between the Claimant and the Respondent;
or assuming arguendo that the Arbitral Tribunal decides otherwise:
 - ii. Dismiss the Claimant's claim in its entirety;
 - iii. Declare that the Respondent has duly performed its contractual obligations;
 - iv. Declare that the Claimant wrongfully terminated the CMSA;
 - v. Order the Claimant to pay all arbitration costs, including the Respondent's representative's fees and expenses; and
 - vi. Order any further and/or additional relief as the Arbitral Tribunal may deem appropriate.
25. Respondent reserves its right to further develop its arguments and the relief it is seeking.

VI. CONFIRMATION OF DELIVERY OF THE RESPONSE TO ALL OTHER PARTIES

26. Respondent confirms that copies of the Response and any exhibits have been or are being served simultaneously on the Claimant by email, and in hardcopy on 30th September 2019.

[signed]

JESSICA HIUJUN

Managing Partner
Hiujun Law Firm
Xinsheng Plaza, Tower C, 30F
5 Finance Street, Xicheng District
100032 Beijing, PRC
Representative of the Respondent

Exhibits to the Response

Title of the Exhibit	Exhibit number
Witness Statement of Mr. Towny Ng	RS. EXHIBIT 1
Textiles Supply Agreement	RS. EXHIBIT 2
Original AM STC	RS. EXHIBIT 3
Witness Statement by Mr Christian Jones	RS. EXHIBIT 4
Exchange of Communications on Due Diligence	RS. EXHIBIT 5

RS. EXHIBIT 1**WITNESS STATEMENT OF MR. TOWNY NG****TOWNY NG**

Born 23rd April 1965

I, Towny Ng, of Floor, 40, TLCC Building, Xinging, China, affirm the following based on my personal knowledge:

1. I am the CEO of Ng Garment Manufacturing (Xinjiang) Co Ltd ("**Respondent**"), a company registered in China with its headquarters in Xinjiang and factories in various Chinese cities. The Respondent manufactures clothes and other apparel with various famous fashion brands around the world.
2. The Respondent was engaged by the Claimant for the manufacturing of dresses. The Respondent entered into a Clothing Manufacturing and Supply Agreement ("**CMSA**") with Airin Meerah Apparel Sdn Bhd ("**Claimant**") on 1st December 2018. In the CMSA, the Respondent agreed to manufacture 100,000 dresses in various quantities and specifications ("**Dresses**").
3. The Claimant was very concerned about the quality of the fabric to be used in the manufacturing of the Dresses. Since the Claimant required specific high quality fabric for the Dresses, it was expected that an agreement would also be entered into for the supply of the specific fabric before the execution of the CMSA.
4. Gölgör Textiles and Fabrics LLC ("**Gölgör**") is a supplier for high-quality fabric based in Mongolia with a stellar global reputation and was the driving force behind the Claimant's prior projects. Therefore, quite naturally, Gölgör was engaged for the supply of the fabric for the Dresses.
5. On 20th November 2018, upon the Claimant's request, Gölgör circulated by email its draft Textiles Supply Agreement ("**TSA**") to both the Claimant and Respondent for comments (see Enclosure).
6. The Respondent collaborated with Gölgör on various occasions without any issues. Hence, a "light-touch" review was conducted by the Respondent. The Respondent was satisfied that the draft TSA covered every material aspect of the fabric supply, including the quantity, quality, etc. The Respondent replied to Gölgör that it had no comments on the draft TSA (see Enclosure).

7. The Claimant also did not express any concerns with the draft TSA save for its dispute resolution clause, which was different from the one in the proposed CMSA (see Enclosure).
8. Gölgör explained that the TSA dispute resolution clause was much more suited for disputes relating to the supply of fabric. The Claimant was content with the draft TSA's dispute resolution clause and Gölgör's explanation (see Enclosure).
9. On 2nd December 2018, the **TSA** was signed by Gölgör and the Respondent with the Claimant's signature and endorsement. Under the TSA, Gölgör would provide high-quality fabric for the manufacturing of the Dresses.

Enclosure to the Witness Statement of Mr. Towny Ng

From : Airin Meerah <airin@airinmeerah.dress>
Sent : Tuesday, November 20, 2018 1:13 PM
To : Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
CC : Towny Ng <towny@nggarment.org.cn>
Subject : RE: Draft TSA

Hi Tania,

Noted. Thank you very much for your reply! It probably makes sense to have fabric manufacturing related disputes resolved in Mongolia.

Best regards,



Airin Meerah Apparel Sdn Bhd
200, Jalan Maarof
Bangsar 59100
Kuala Lumpur



for sustainable and ethical fashion in 2023. Click [here](#) for more

From : Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
Sent : Tuesday, November 20, 2018 1:10 PM
To : Airin Meerah airin@airinmeerah.dress
CC : Towny Ng <towny@nggarment.org.cn>
Subject : RE: Draft TSA

Hi Airin,

We have used this dispute resolution clause in all our previous contracts. We always accommodate the needs of our business partners and have never had any disputes with them, so nothing to worry about. 😊

Indeed, given Mongolia is well-known for its cotton, fabric, and wool supply industry, any disputes regarding fabric manufacturing are probably better suited to be resolved in Mongolia.

Also, we've inserted the following clause in the draft TSA.

“Art. 38 Airin Meerah’s Business Philosophy

The Supplier is to deliver the goods and/or render the services in a manner that adheres to Airin Meerah’s underlying company principles on sustainable and ethical manufacturing. Airin Meerah’s Standard Terms and Conditions are enclosed.”

Duly noted on your last point.

Best,

Tania
Gölgör Textiles and Fabrics LLC

From : Airin Meerah <airin@airinmeerah.dress>
Sent : Tuesday, November 20, 2018 1:06 PM
To : Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
CC : Towny Ng <towny@nggarment.org.cn>
Subject : RE: Draft TSA

Hi Tania,

Thanks for the draft agreement and also your effort in facilitating this great project! Our legal department has quickly reviewed the draft.

“Art. 13 Dispute Resolution

All disputes arising from or in connection with this Agreement shall be settled through arbitration using the facilities and rules of the alternative dispute resolution centre in Ulaanbaatar, Mongolia.”

“dispute resolution centre in Ulaanbaatar”, what is it? If I recall correctly, this seems to be different than the one in the CMSA. For the sake of consistency, shall it be changed to the one as in the CMSA?

Also, this is to put you on notice to adhere to our sustainable and ethical practices. You may do so by comprehending our standard terms and conditions.

Best regards,



Airin Meerah Apparel Sdn Bhd

200, Jalan Maarof
Bangsar 59100
Kuala Lumpur



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From : Towny Ng <towny@nggarment.org.cn>
Sent : Tuesday, November 20, 2018 10:57 AM
To : Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
CC : Airin Meerah <airin@airinmeerah.dress>
Subject : RE: Draft TSA

Hi Tania,

Thanks for your email with the draft TSA.

It looks fine to us.

Kind regards,

TOWNY NG
CEO
NG GARMENT MANUFACTURING (XINJIANG) CO LTD,
Wuxi St, Xinshi, Urumqi
Xinjiang China



From : Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
Sent : Tuesday, November 20, 2018 9:54 am
To : Towny Ng <towny@nggarment.org.cn>; Airin Meerah <airin@airinmeerah.dress>
Subject : RE: Draft TSA

Dear all,

It's exciting to have the opportunity to work with you guys!

Please see the draft TSA attached. It was just drafted by our sales team based on some similar contracts we've used before.

Let me know if you have any comments.

Regards,

Tania
Gölgör Textiles and Fabrics LLC

From : Airin Meerah <airin@airinmeerah.dress>
Sent : Tuesday, November 20, 2018 7:54 am
To : Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
CC : Towny Ng <towny@nggarment.org.cn>
Subject : RE: Draft TSA
Attachment : Draft TSA

Hi Tania,

I wonder whether you can circulate the draft TSA. Apologies if I sound a bit pushy.

The fabric supplied by you is essential to the dresses. Indeed, it'll be the most important aspect of the manufacturing processes.

Just have to make sure that things aren't going wrong....

Best regards,



Airin Meerah Apparel Sdn Bhd
200, Jalan Maarof
Bangsar 59100
Kuala Lumpur



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RS. EXHIBIT 2**TEXTILES SUPPLY AGREEMENT****PREAMBLE**

Whereas a Clothing Manufacturing and Supply Agreement Ltd has been signed or will be signed between Airin Meerah Apparel Sdn Bhd and Ng Garment Manufacturing (Xinjiang) Co Ltd in relation to the manufacturing of certain dresses which will be made of the fabric supplied under this agreement.

Whereas "Textiles" mean orthogonal finished fabrics made of:

- Cotton;
- Wool;
- Linen; and
- Silk.

Art. 1 Negotiation and Finalizing Purchase Orders

In the event a Purchase Order is submitted to the Supplier, the Purchase Order shall not become binding unless and until accepted in writing by the Supplier. Failure to accept the Purchase Order within ten (10) days or within the term otherwise agreed by the Parties, shall void the Purchase Order, and any late acceptance shall not become binding on the Buyer unless and until the Buyer assents to it.

Art. 2 Standard Piece

- (1) Quality of the Textiles will be based on the standard Textiles piece the Supplier delivers to the Manufacturer and must be accompanied by the technical data sheet for the item;
- (2) The Manufacturer will use the standard piece to carry out all the tests necessary so as to verify its compliance with the requirements for its intended use;
- (3) The same standard piece and relevant technical data sheet of the item shall be used as a reference for the subsequent deliveries as far as appearance, handle, colour variation, and final results for the intended use are concerned.

Art. 3 Delivery Terms and Conditions

- (1) The delivery terms agreed by the Parties are specified in the acknowledged Purchase Order. In the event the Purchase Order is modified, the renegotiated delivery date shall apply.
- (2) Unless the Parties agree otherwise, the Supplier shall be deemed to have fulfilled its obligation to dispatch the goods when products are made available to the Manufacturer on the day and time agreed or previously communicated by the Buyer. In this case, the goods shall travel at the Manufacturer's risk.

Art. 13 Dispute Resolution

All disputes arising from or in connection with this Agreement shall be settled through arbitration using the facilities and rules at the at alternative dispute resolution centre in Ulaanbaatar, Mongolia.

Art. 14 Law of the Agreement

This Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016).

Art. 38 Airin Meerah's Business Philosophy

The Supplier is to deliver the goods and/or render the services in a manner that adheres to Airin Meerah's underlying company principles. Airin Meerah's Standard Terms and Conditions are enclosed.

Date: 2 December 2018

[signed]
Signed by the Supplier

Tania Gölgör

on behalf of the Gölgör
Textiles and Fabrics LLC
[signed]

Signed by the
Manufacturer

TOWNY NG

on behalf of
the Ng Gar-ment
Manufacturing
(Xin-jiang) Co Ltd

Endorsed by the Buyer

AIRIN MEERAH

on behalf of Airin
Meerah Apparel
Sdn Bhd

Enclosures:

a. Airin Meerah's Standard Terms and Conditions Ver 13.01.2005

RS. EXHIBIT 3**AIRIN MEERAH'S STANDARD TERMS AND CONDITIONS
(Version 13.01.2005)**

Welcome to AIRINMEERAH.dress. This website and domain name are owned and operated by AIRIN MEERAH APPAREL SDN. BHD, a company registered in Malaysia, Registration No. QR1518514 (“**Airin Meerah**”).

Any agreements concluded with Airin Meerah (“**AM Contracts**”) are subject to the following standard terms and conditions (“**AM STC**”).

By entering into the AM Contracts, you agree to all of the AM STC. You shall check this page regularly to take notice of any reasonable changes we may make to the AM STC.

PREAMBLE

Airin Meerah is an award-winning fashion company where our products embody the values of simplicity, quality, and elegance. By manufacturing our products in an affordable and accessible manner, we want you to proudly say “I am wearing AM”.

Section 11. Manufacturing & Supplying

All Manufacturers bound by the AM Contracts shall, under all circumstances, during the manufacturing and/or procurement of the goods directly or indirectly for Airin Meerah, ensure that:

1. Its Suppliers are of first echelon and have agreed to adhere to standards comparable to those set forth in Airin Meerah’s Standard Terms and Conditions.
2. The chosen suppliers will comply with the standards agreed with the Manufacturers in order to avoid a breach of Airin Meerah’s underlying company principles.

RS. EXHIBIT 4**WITNESS STATEMENT OF MR CHRISTIAN JONES****Christian Jones**

Born 31 December 1970

I, Mr Christian Jones, of Unit A-27-2, The Banks, London SE1 1TS, United Kingdom, affirm the following based on my personal knowledge:

1. I have a bachelor's degree in economics and a master's in business administration from the University of Australia. I was the Business Development Manager of Louise Victorine SE ("**Louis Victorine**"), the multinational luxury goods conglomerate headquartered in Paris, France and the main holding company of Ng Garment Manufacturing (Xinjiang) Co Ltd ("**Respondent**") from June 2009 to December 2010 and then Head of Business Development and Communications from January 2011 to February 2019.
2. During my stint as the Head of Business Development and Communications with Louise Victorine, it was the intention of Ms Irina Laurent, the CEO of Louis Victorine, to expand further into and be a leader in the Asian market. I was responsible for the creation of the business plan to turn this ambitious project into reality. The business expansion plan was publicly launched and announced on 21st February 2012. A part of this expansion plan is to first invest approximately USD\$700 million in establishing Hua Capital Asia ("**HUA**") to be Louise Victorine's private equity firm in Asia. Within 1.5 years of its operation in Mainland China, HUA successfully managed to boost Louise Victorine's presence and sales of different kinds of luxury goods thereby opening stores in China's major cities.
3. The second part of the business expansion plan was to create subsidiaries of Louise Victorine in Mainland China and the rest of the Asian region to follow. These subsidiaries would be in a form of wholly foreign-owned enterprises and to mainly operate as manufacturers of luxury goods with a particular focus on fashion. On 15th June 2014, the Respondent started its operation with its headquarters in Beijing. As its business grew, the Respondent started to look into solidifying its operations. To this end, the Respondent considered creating a second-tier subsidiary and did so on 6th December 2016 when Ng Textile (Mongolia) (later known as Gölgör Textiles and Fabrics LLC) was launched. Ng Textile (Mongolia) operated as the fabric supplier to the Respondent.
4. During a fashion event in Paris on 6th October 2018, Ms Irina Laurent introduced me to Ms Airin Meerah, the designer and founder of Airin Meerah Apparel Sdn Bhd ("**Claimant**"), who happened to be Ms Laurent's good friend from when they studied fashion in New York together. At the lunch meeting, the Claimant expressed her interest in engaging the Respondent and the Ng Textile (Mongolia) as clothing manufacturer and fabric supplier, respectively, for her upcoming Fall-Winter 2020/2021 Haute Couture collection to be launched on the eve of the 20th anniversary of the Claimant's fashion line.

5. The meeting was a success as the Claimant informally confirmed to Ms Laurent and me that the only thing needed to finalise an agreement was to set her up for a meeting with the Respondents to negotiate the contract. I then proceeded to introduce the Claimant to the Respondents via email:

From: Christian Jones <christian.jones@louisevictorine.com>
Sent: 7th October 2018, 9:02 am
To: Airin Merah <Airin@Airinmeerah.com>; Towny Ng <towny.ng@nggarmentmanufacturing.com.cn>;
Tania Gölgör <tania.Gölgör@Gölgör.com.mn>
Cc: Irina Laurent <irina.laurent@louisevictorine.com>
Subject: House of Choi's Fall-Winter 2020/2021 Haute Couture Collection

Dear Airin,

Thank you for your time at lunch yesterday.

It was lovely to finally meet you in person after following your stellar career for the past 10 years since I started working at Louise Victorine.

Irina and I are, of course, very excited to support your upcoming Fall-Winter 2020/2021 Haute Couture Collection that you plan to launch on the eve of the 20th anniversary of your eponymous line.

As a follow up to our discussion, let me introduce you to my two colleagues from Ng Garment Manufacturing (Xinjiang) Co Ltd and Ng Textile (Mongolia): Towny Ng and Tania Gölgör, both of whom are included in this correspondence. I understand that you have very specific criteria (i.e.: Mongolian cotton) and vision on how the collection will be and what values it must embody (i.e.: ethical fashion, sustainability, and gender equality).

I have spoken separately to Towny and Tania on how to make this collaboration come to life. Both of them are more than happy to meet you and discuss their services and products and how they are the perfect fit for your upcoming collection in specific and your brand in general. In fact, Towny and Tania are travelling to Kuala Lumpur next month. I think it is an opportune time for you to meet them.

Towny and Tania – over to you.

Best regards,

Christian Jones
Head of Business Development & Communications
Louis Victorine, SE
22, Rue le Grand, VIIIe arrondissement
75008 Paris, France

6. It bears mention that a week after the correspondence in paragraph 5 above took place, Ms Tania Gölgör, who was the Director of Sales & Marketing of the Hua Textile (Mongolia), decided to purchase all of Gölgör Textiles and Fabrics LLC's shares in order to separate it from our company structure and go private and independent. This decision, unfortunately, disrupted the company structure and, to some extent, the business operations of both Louise Victorine and the Respondent. We did manage to come to a mutual understanding with Ms Gölgör. Via telephone conference with Ms Laurent, Mr Ng, Ms Gölgör, and myself on 18th October 2018, we agreed that Ng Textile (Mongolia) would exit from our global team and went independent with Ms Gölgör as its new owner. However, this mutual decision came with a caveat: Ms Gölgör's new company would still be the Respondent's fabric supplier for Airin Meerah's Fall-Winter 2020/2021 Haute Couture Collection. From what I can recall, below are the relevant conversations:

Irina Laurent: "As devastated and disappointed as we are with your decision, Tania, the Board of Directors has agreed to let you and Gölgör Textiles and Fabrics LLC go independent. The financial arrangement on the purchase of the shares is already underway, and our team will reach out to you as soon as possible."

Tania Gölgör: "I am grateful for your and the Board's kind understanding, Irina. You will understand of course that when you put me in charge here in Mongolia, I expressed my desire to one day buy the company at the outset."

Irina Laurent: "And I trust you will also understand that there is a caveat here."

Tania Gölgör: "Name it."

Irina Laurent: "This new company of yours must still be involved in our collaboration with Airin Meerah. You are aware that I am planning to acquiesce with Airin Meerah Apparel Sdn Bhd. Not only that, Airin is a good friend of mine, and I have promised her that she would get the materials she wants for her upcoming collection, no matter what."

Tania Gölgör: "You need not worry, Irina. I will see to it that we fulfil our promise to Airin."

Irina Laurent: "Good, that settles it then."

Christian Jones: "Tania, I will leave it to you and Towny to arrange a meeting with Airin and do what it takes to give her anything she wants for her collection."

Towny Ng: "I went to her office earlier today, and she is available to meet us at her Kuala Lumpur atelier on 26th November, 11:00 A.M."

Tania Gölgör: "I will be there."

Irina Laurent: "Please do not mess this up. Ciao."

7. After Ms Gölgör bought the shares of Ng Textile (Mongolia), the company ceased and is now known as Gölgör Textiles and Fabrics LLC. The Respondent and the Gölgör Textiles and Fabrics LLC met with the Claimant in her Kuala Lumpur atelier as scheduled. From what I was told, the Claimant, the Respondent, and Gölgör Textiles and Fabrics LLC got along very well and even proceeded to negotiate the terms and conditions of the contract at the first meeting.
8. This Witness Statement is made on 20th September 2020 in London, United Kingdom.

[signed]

Christian Jones

RS. EXHIBIT 5**NG Garment Manufacturing Co. Ltd.**

From: Towny Ng <towny@nggarment.org.cn>
Sent: Friday, November 21, 2018 1:24 PM
To: Airin Meerah <airin@airinmeerah.dress>
Subject: RE: Airin Meerah Apparel

Dear Airin,

Not yet ☹️. Do let me know if this will be of concern with regards to our potential agreement.

Kind regards,

TOWNY NG
 CEO
NG GARMENT MANUFACTURING (XINJIANG) CO LTD,
 Wuxi St, Xinshi, Urumqi
 Xinjiang China



From: Airin Meerah <airin@airinmeerah.dress>
Sent: Thursday, November 20, 2018 4:24 PM
To: Towny Ng <towny@nggarment.org.cn>
Subject: RE: Airin Meerah Apparel

Dear Mr. Ng,

Thanks for your email! I confirm the contents of your email.

Just to quickly check, your company has not received any certifications relating to sustainable and ethical manufacturing yet, right?

Best regards,

Airin Meerah

Airin Meerah Apparel Sdn Bhd
 200, Jalan Maarof
 Bangsar 59100
 Kuala Lumpur
 Malaysia



for sustainable and ethical fashion in 2023. [Click here](#) for more

From : Towny Ng <towny@nggarment.org.cn>
Sent : Wednesday, November 19, 2018 2:22 PM
To : Airin Meerah <airin@airinmeerah.dress>
Subject : Airin Meerah Apparel

Dear Ms. Airin Meerah,

Thank you again for meeting with us earlier this week. We hope you had a short but pleasant stay in Xinjiang.

I write to confirm the points of discussion from your visit to our manufacturing facilities earlier this week. As you have shared in the due diligence and background report conducted by your company:

- a. Our facilities possess the necessary manpower and capacity to meet the quantity requirements required by yourself;
- b. Our facilities are equipped with the specialised machines and tools to manufacture high-quality goods as required by yourself;
- c. Our facilities have previously manufactured similar high-end products for different brands;
- d. Our track record for on-time delivery has been 100% to date;
- e. Our reputation for accurate precision and high efficiency is well known among the other manufacturers in China; and
- f. Our facilities meet the requirements and business goals that you have in mind.

That being said, we look forward to receiving the draft Clothing Manufacturing and Supply Agreement and the Standard Terms and Conditions for our perusal and reference before we finalise the agreement.

If you have any other concerns or any other enquiries, please do not hesitate to contact me.

Also, do let me know if you'll be in town again – would be happy to take you on a tour of Xinjiang's most famous cuisines.

Thank you.
Kind regards,

TOWNY NG
CEO
NG GARMENT MANUFACTURING (XINJIANG) CO LTD,
Wuxi St, Xinshi, Urumqi
Xinjiang China

Please quote our reference when replying.
 Our Ref. : AIAC/D/ADM-888-2019
 Your Ref.: Please Advise



2nd November 2019

Ms. C
 C & Partners
 The Energy Building, 13Ath Floor
 Sudirman Central Business District
 Jl Jendral Sudirman Kav 52-53, RT. 5/RW3
 Jakarta, Indonesia

By Email & Hand
 (Fax: Please Advise)
 (Email: c@cnp.com)

IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJIANG) CO LTD (RESPONDENT)

We refer to the above matter.

We thank you for accepting the appointment as the Presiding Arbitrator in the above-captioned arbitration matter and returning to us the duly executed copies of the Letter of Acceptance and the Declaration. Kindly be informed that with your recent appointment, the Arbitral Tribunal has now been fully constituted.

Please be advised the Parties have duly paid the provisional advance deposit for this matter. As such, pursuant to Rule 14(3) of the AIAC Arbitration Rules 2018, you may now progress the arbitral proceedings.

Thank you.

Yours faithfully,

[signed]

DIANA FUTÉ
 Deputy Head of Legal
 Email: diana@aiac.world / alberta@aiac.world

c.c. Prof. Dr. A
 A Chambers
 EkoCheras, No. 693, Batu, 5, Jalan Cheras
 56000 Kuala Lumpur, Malaysia

By Email & Hand
 (Fax: Please Advise)
 (Email: a@achambers.com)

Ms. B
 B Fabulous Collection
 266 Wangfujing St
 Beijing, PRC

By Email & Hand
 (Fax: Please Advise)
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C & Partners

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Jl Jendral Sudirman Kav 52-53, RT. 5/RW3
Jakarta, Indonesia
c@cnp.com

Our Reference: RB/01/2019/PKC

3rd November 2019

Hiujun Law Firm

Xinsheng Plaza, Tower C, 30F
5 Finance Street, Xicheng District
100032 Beijing, PRC
[Ref.: JH/ARB/078]
[Attn. to: Jessica Hiujun]

By Email & Post

(Fax: Please Advise)
(Email: jessica@hiujun.com)

Ling Ling Partnership

Unit 10-20, Tower 1, Avenue 3, The Horizon
Jalan Kerinchi, Bangsar South,
59200 Kuala Lumpur
[Ref.: MLSL/ARB/007]
[Attn.: Mike Ling & Sarah Ling]

By Email & Post

(Fax: Please Advise)
(Email: mike@ling.com; sarah@ling.com)

Dear Sirs,

IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJIANG) CO LTD (RESPONDENT)

With reference to the arbitration above and the confirmation by the Director of the AIAC dated 2nd November 2019, the three-member Arbitral Tribunal has been constituted as follows:

- (a) Ms. C, Presiding Arbitrator;
- (b) Prof. Dr. A, First Arbitrator;
- (c) Ms. B, Second Arbitrator.

In order to progress this arbitration, the Arbitral Tribunal intends to fix the first preliminary meeting. The Arbitral Tribunal invites the Claimant and the Respondent to confirm their availability on 1st December 2019 from 10:00 AM MYT (UTC+8) at the AIAC.

Kindly provide us your confirmation by no later than **10th November 2019**.

Should the Parties be agreeable, I would like to invite the Claimant to liaise and arrange the necessary with Mr. Diego Sulamazra (Senior Case Counsel, AIAC), who acts as the tribunal secretary for the present arbitral proceedings.

Thank you.

[signed]

As ever,

Ms. C

Presiding Arbitrator

c.c. Prof. Dr. A

A Chambers

EkoCheras, No. 693, Batu, 5, Jalan Cheras

56000 Kuala Lumpur, Malaysia

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**ASIAN INTERNATIONAL ARBITRATION
CENTRE (AIAC)**

Bangunan Sulaiman

Jalan Sultan Hishamuddin

50000 Kuala Lumpur

Malaysia

[Ref. No: AIAC/INT/ADM-888/2019]

By Fax, Email & Hand

(Fax: 03 2271 1010)

(Email: arbitration@aiac.world;

director@aiac.world;

alberta@aiac.world;

diego@aiac.world)



Ling Ling Partnership

PARTNER

Mike Ling
Sarah Ling

ASSOCIATE

Natasha Syazulaikha
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Alif Sivadass

Address

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Tel: (03) 2271- 1555

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5th November 2019

Ms. C

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Prof. Dr. A

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Ms. B

B Fabulous Collection
266 Wangfujing St
Beijing, PRC
[Ref. No: Please Advise]

By Email & Hand

(Fax: Please Advise)

(Email: b@fabcollection.com)

Dear Members of the Tribunal,

IN THE MATTER OF AN ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJIANG) CO LTD (RESPONDENT) AND GÖLGÖR TEXTILES AND FABRICS LLC (ADDITIONAL PARTY)

**REQUEST FOR JOINDER
PURSUANT TO RULE 9(1) OF THE AIAC ARBITRATION RULES 2018 (“RULES”)**

We act for Airin Meerah Apparel Sdn Bhd, the Claimant, in the AIAC arbitration indicated above. We have received instruction from our Client to file this Request for Joinder to add Gölgör Textiles and Fabrics LLC as the 2nd Respondent in the present arbitral proceedings. We are instructed by our Client to set out the following as the basis of the Claimant’s Request for Joinder pursuant to the se-cond and third limbs of Rule 9(1) of the Rules which states that: “[A]ny Party to an arbitration or any third party (“Additional Party”) may request one or more Additional Parties to be joined as a party to the arbitration (“Request for Joinder”), provided that..., or provided that such Additional Party is prima facie bound by the arbitration agreement. The Request for Joinder will be determined by the arbitral tribunal...”

The Additional Party is, prima facie, bound by the Clothing Manufacturing & Supply Agreement (“CMSA”).

- a) The Mongolian Fabric Manufacturer is a party to the CMSA by virtue of its genuine be-haviour of displaying great interest as far as the performance of the CMSA is concerned; and
- b) In the alternative, the extension doctrine is applicable for the Additional Party as the validity and effectiveness of the CMSA extends to parties who are involved in the performance of the CMSA and not only restricted to parties’ consent to the CMSA.

Further, the outcome of the Claimant’s internal investigation leads us to conclude that the Additional Party had been practicing inequal treatment towards their employees. This is also corroborated by the article titled “Woven by Sweat, Blood, and Tears” by Ms. Kaira Venkatraman which identified Ulaanbaatar, Mongolia – the domicile of the Additional Party – where such forced labor scheme was implemented.

We respectfully request the Arbitral Tribunal’s further directions to the Parties in regards to the Claimant’s Request for Joinder.

Thank you for your kind attention to this matter.

Yours faithfully,

[signed]

MIKE LING

Ling Ling Partnership

Representative of the Claimant

cc Hiujun Law Firm

Xinsheng Plaza, Tower C, 30F
5 Finance Street, Xicheng District
100032 Beijing, PRC
[Ref. No: JH/ARB/078]
[Attn. to: Jessica Hiujun]

By Email & Post
(Fax: Please Advise)
(Email: jessica@hiujun.com)

Gölgör Textiles and Fabrics LLC

12, Peace Avenue
Ulaanbaatar, Mongolia
[Ref. No: Please Advise]
[Attn. to: Tania Gölgör]

By Email & Post
(Fax: Please Advise)
(Email: tania.Gölgör@Gölgör.com.mn)

**ASIAN INTERNATIONAL ARBITRATION
CENTRE (AIAC)**

Bangunan Sulaiman
Jalan Sultan Hishamuddin
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Malaysia
[Ref. No: AIAC/INT/ADM-888/2019]

By Fax, Email & Hand
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Our Reference: RB/01/2019/PKC

6th November 2019

Hiujun Law Firm

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100032 Beijing, PRC
[Ref. No: JH/ARB/078]
[Attn. to: Jessica Hiujun]

By Email & Post

(Fax: Please Advise)
(Email: jessica@hiujun.com)

Gölgör Textiles and Fabrics LLC

12, Peace Avenue
Ulaanbaatar, Mongolia
[Ref. No: Please Advise]
[Attn. to: Tania Gölgör]

By Email & Post

(Fax: Please Advise)
(Email: tania.Gölgör@Gölgör.com.mn)

Dear Sirs/Madams,

I write on behalf of the Arbitral Tribunal. I refer to the Claimant's Request for Joinder dated 6th November 2019 to join the Additional Party as the 2nd Respondent into this arbitration.

Pursuant to Rule 9(4) of the AIAC Arbitration Rules 2018 ("Rules"), the party or parties who receive the Request for Joinder shall submit within 15 days a Response to the Request for Joinder indicating its consent or objection to such Request. The Arbitral Tribunal is mindful of Rule 9(5) of the Rules and as such directs the Respondent and the Additional Party to submit their response to the Claimant's Request for Joinder by no later than 20th November 2019 for the Arbitral Tribunal's con-sideration and subsequent determination.

Thank you for your kind attention to this matter.

As ever,

Ms. C

On behalf of the Arbitral Tribunal

cc Prof. Dr. A

A Chambers
EkoCheras, No. 693, Batu, 5, Jalan Cheras
56000 Kuala Lumpur, Malaysia
[Ref. No: Please Advise]

By Email & Hand
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Ms. B

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LING LING PARTNERSHIP

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[Attn.: Mike Ling & Sarah Ling]

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**NG GARMENT MANUFACTURING
(XINJIANG) CO LTD**

Wuxi St, Xinshi, Urumqi, Xinjiang, China
[Attn.: Towny Ng]

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**ASIAN INTERNATIONAL ARBITRATION
CENTRE (AIAC)**

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[Ref. No: AIAC/INT/ADM-888/2019]

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E: of-fice@temuradvocates.com

Our Reference: RB/01/2019/PKC

8th November 2019

Ms. C

C & Partners
 The Energy Building, 13Ath Floor
 Sudirman Central Business District
 Jl Jendral Sudirman Kav 52-53, RT. 5/RW3
 Jakarta, Indonesia
 [Ref. No.: RB/01/2019/PKC]

By Email & Post

(Fax: c@cnp.com)
 (Email: a@achambers.com)

Dear Madam Presiding Arbitrator,

RE: IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJANG) CO LTD (RESPONDENT)

We act for Gölgör Textiles and Fabrics LLC in the present arbitral proceedings.

We refer to your letter, dated 6th November 2019.

Our Client has instructed us to state that it not only refuses to consent to the Claiant's Request for Joinder dated 5th November 2019 but also to wholly denies the contents therein. Please note that our Client cannot be joined in this arbitration. The 2nd Respondent is neither a party, nor it is prima facie bound by the Clothing Manufacturing & Supply Agreement as referred to in the Claimant's Request for Joinder.

We also reserve all of our Client's rights in this arbitration.

Thank you.

Best regards,

TEMÜR Lee
 Senior Associate

Your Ref. No.: Please Advise
Our Ref. No: JH/ARB/078
9th November 2019



Ms. C
C & Partners
The Energy Building, 13Ath Floor
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JI Jendral Sudirman Kav 52-53, RT. 5/RW3
Jakarta, Indonesia
[Ref. No.: RB/01/2019/PKC]

By Email & Post
(Fax: c@cnp.com)
(Email: a@achambers.com)

By Email & Post

Dear Madam Arbitrator,

RE: IN THE MATTER OF AN AIAC ARBITRATION BETWEEN AIRIN MEERAH APPAREL SDN BHD (CLAIMANT) AND NG GARMENT MANUFACTURING (XINJANG) CO LTD (RESPONDENT)

We have been appointed as the legal representative of the Respondent in this arbitration. As such, we would be obliged if you could forward all correspondence pertaining to this matter to us instead of our Client.

We have taken note of the Claimant's Request for Joinder ("**Request**") dated 5th November 2019 and have been instructed by our Client to state that the Gölgör Textiles and Fabrics LLC should not be added as the 2nd Respondent for this matter as they are not a party to the CMSA. Nevertheless, the Respondent will leave the Request entirely to be decided by the Arbitral Tribunal.

We hereby reserve our Client's rights in this arbitration.

We trust the above clarifies.

Please do not hesitate to contact us should you have any questions.

Thank you.

Yours faithfully,

Jessica Hiujun
Managing Partner



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5 Finance Street, Xicheng District
100032 Beijing, PRC



+861051284400



jessica@hiujun.org

**IN THE MATTER OF AN ARBITRATION UNDER
THE ASIAN INTERNATIONAL ARBITRATION CENTRE AIAC ARBITRATION
RULES 2018**

BETWEEN:

AIRIN MEERAH APPAREL SDN BHD
(CLAIMANT)

-AND-

NG GARMENT MANUFACTURING (XINJIANG) CO LTD.
(RESPONDENT)

-AND-

GÖLGÖR TEXTILES AND FABRICS LLC
(ADDITIONAL PARTY)

[CASE NO.: AIAC/INT/ADM-888-2019]

PROCEDURAL ORDER NO.1

Ms. C, Presiding Arbitrator
Prof. Dr. A, First Arbitrator
Ms. B, Second Arbitrator

Tribunal Secretary:
Mr. Diego Sulamazra

Date: 2nd December 2019

I. Introduction

1. The first preliminary meeting between the Arbitral Tribunal and the Parties was held on 1st December 2019 at 10:00 A.M MYT (UTC +8) at the Asian International Arbitration Centre (“**AIAC**”), Kuala Lumpur, Malaysia. The session concluded at 12:57 A.M MYT (UTC +8).
2. The first preliminary meeting was attended by and conducted in the presence of:
 - (a) Members of the Arbitral Tribunal:
 - Ms. C (Presiding Arbitrator);
 - Prof. Dr. A (First Arbitrator);
 - Ms. B (Second Arbitrator).
 - (b) Representatives of the Parties:
 - Mr. Mike Ling, Partner of Ling Ling Partnership, Representative of the Claimant;
 - Mrs. Jessica Hiujun, Managing Partner of Hiujun Law firm, Representative of the Respondent.
 - (c) Mr. Diego Sulamazra, Senior Case Counsel, AIAC, Secretary of the Arbitral Tribunal.
3. By consent, this Procedural Order records the procedural rules that govern this arbitration and any reservation made by the Parties in respect thereof. Unless specified otherwise, this Procedural Order adopts the abbreviations set out in the NoA and Response.

II. Order of the Proceedings

4. After a discussion with the Parties regarding the structure of the proceedings, which is to be in a timely and cost-efficient, and in light of the joinder application raised by the Claimant as well as the objection to the jurisdiction of the Arbitral Tribunal raised by the Respondent, the Arbitral Tribunal hereby limits the scope of the upcoming first day of hearings to the following issues:
 - a. Jurisdiction of the Arbitral Tribunal;
 - b. Joinder of the Additional Party;
 - c. The validity of termination of the CMSA by the Claimant; and
 - d. Reliefs sought by the Claimant.

5. In light of the aforementioned, the Arbitral Tribunal makes the following orders:
- a. The Parties are required to present their views on the following issues:
 - i. Whether this arbitration should be conducted pursuant to Article 23 of the CMSA or Article 13 of the TSA;
 - ii. If the Arbitral Tribunal rules that it was properly constituted pursuant to the Parties' agreement, whether it should exercise its power to enjoin the Additional Party as the 2nd Respondent in the present arbitration;
 - iii. Whether the Claimant has validly terminated the CMSA due to the alleged fundamental breach of the Respondent under the UNIDROIT Principles 2016; and
 - iv. Whether the Claimant is entitled to damages, in particular, the loss of profits, under the UNIDROIT Principles 2016.

Please note that the Parties are at liberty to present in any order agreed between them.

- b. The following timetable shall apply to the written submission of the Parties:
 - i. Memorandum on behalf of the Claimant: by no later than 3rd August 2020
 - ii. Memorandum on behalf of the Respondent: by no later than 3rd August 2020
- c. The oral submissions of the Parties shall take place at/on the following:
 - i. Venue: Ulaanbaatar, Mongolia. Exact location to be announced soon.
 - ii. Time: 7th September 2020 to 10th September 2020.
- d. In the event the Parties need further information, the Parties may submit Requests for Clarification by no later than 13th March 2020. Please note that the Parties must elaborate on the rationale for the clarification. The Arbitral Tribunal will not entertain a Request for Clarification that is not accompanied by the rationale for the questions. The procedure for submitting Requests for Clarification will be advised soon.

This Procedural Order is issued on 2nd December 2019.

[signed]

Prof. Dr. A
First Arbitrator

[signed]

Ms.B
Second Arbitrator

[signed]

Ms.C
Presiding Arbitrator

CLARIFICATIONS TO THE MOOT PROBLEM

- (a) Where questions have neither been answered nor recorded in these Clarifications, it should be assumed that they are immaterial, the omission is intentional, or that the resolution of the issue is a matter for the Parties to determine by reference to the law and inference to the facts.
- (b) The Parties are reminded to discuss only the procedural and substantive issues indicated under Paragraphs 4 and 5(a) of Procedural Order No. 1 in their written and oral submissions. No further questions should be addressed at this stage of proceedings.

Formatting Clarification and Amendments

1. There is a typographical error in Paragraph 1 of the TSA. The word “Ltd” is to be removed, and the sentence is now to be read as:

“Whereas a Clothing Manufacturing and Supply Agreement ~~Ltd~~ has been signed or will be signed [...]”

2. There is a typographical error in Paragraph 4 of the Witness Statement of Mr. Towny Ng. The sentence “[...] and was the driving force behind the Claimant’s prior projects” is to be removed and the sentence is now to be read as:

“Gölgör Textiles and Fabrics LLC (“Gölgör”) is a supplier for high quality fabric based in Mongolia with a stellar global reputation ~~and was the driving force behind the Claimant’s prior projects~~. Therefore, quite naturally, Gölgör was engaged for the supply of the fabric for the Dresses.”

3. There is a typographical error in Paragraph 6 of the Witness Statement of Mr. Christian Jones. The sentence “Sales & Marketing of the Hua” is to be replaced with “Ng” and the sentence is now to be read as:

“It bears mention that a week after the correspondence in paragraph 5 above took place, Ms Tania Gölgör, who was the Director of ~~Sales & Marketing of the Hua Ng Textile (Mongolia)~~”

4. There is a typographical error in Article 2(2)(c) of the CMSA. The correct sum for the final payment stipulated in Article 2(2)(c) of the CMSA is USD7,500,000.00.
5. All references to the 2nd Respondent should be read as references to the Additional Party.

Q & A

1. Other than the UNIDROIT principles, what other laws and provisions are relevant in the current dispute?

For the discussion of the issue of “*whether this arbitration should be conducted pursuant to Article 23 of the CMSA or Article 13 of the TSA*” (paragraph 5a(i) of the Procedural Order No.1, p.62), the Arbitral Tribunal will follow the law of a jurisdiction in which the courts primarily use English court decisions as persuasive authorities. The courts of that jurisdiction also occasionally take references of decisions from other jurisdictions (both common law and civil law).

2. Was Ng Textile (Mongolia) the sole supplier of fabric to the Respondent’s manufacturing operations in China prior to the Acquisition? If yes, did the Additional Party remain as the sole supplier after the Acquisition?

Yes.

3. Why does the Respondent not want to join the Additional Party?

The Respondent and the Additional Party are negotiating a settlement concerning a separate dispute. The Respondent is of the view that if the Additional Party were to be joined as the 2nd Respondent, it would jeopardize the possibility of reaching an amicable settlement in the unrelated dispute.

4. Notwithstanding the Claimant’s request for the circulation of the draft Textiles Supply Agreement (“TSA”) on 20th November 2018, which party initially proposed to have a separate agreement to be executed between the Claimant, the Respondent, and the Additional Party for the supply of the fabrics? Did any party counter-propose to have a single agreement instead?

The Claimant, the Respondent, and the Additional Party intended to have a single contract between them. To save time, the Parties later used Airin Meerah’s Standard Terms for the CMSA and the TSA without revisiting the idea of a single contract arrangement.

5. Did the Claimant only become aware of the Respondent’s and NTM’s operations through Airin Meerah’s conversation with Irina Laurent on 6th October 2018 as stated in paragraph 4 of Christina Jones’ Witness Statement (page 48 of the Record), or did the Claimant already have prior knowledge of their operations?

Mr Jones and Ms Laurent first mentioned the Respondent and Ng Textile (Mongolia) to Ms Meerah during the meeting on 6th October 2018. Mr Jones then sent a follow-up email on 7th October 2018.

6. To what extent was the Claimant aware of the conversation between Christian Jones, Irina Laurent, Tania Gölgör, and Towny Ng on 18th October 2018, as stated in paragraph 6 of Christina Jones’ Witness Statement (pages 48-49 of the Record)?

The Claimant does not know about such conversation.

7. What are the fake news allegations made toward the Malaysian Fashion Chronicle?

The Malaysian Fashion Chronicle is known to feature investigative watchdog journalism to reveal inequities, abuse, and corruption. Many, if not all, of its articles target the region's largest companies. In rare circumstances, some of its articles have been based on unsubstantiated evidence, resulting in unintended "fake" press exposés. When such has occurred, the Malaysian Fashion Chronicle will generally issue a public statement to revoke such "fake" article. The Article written by Leon Barik on 1st August 2019, however, is corroborated by a documentary piece written by Kaira Venkatraman, a Pulitzer-award winning investigative journalist. As of today, the Malaysian Fashion Chronicle stands firm with the Article and has not issued a revocation of the Article.

8. Was there a particular reason behind the Claimant's decision to amend its standard terms and conditions only in 2018, 3 years after it had set a new objective relating to sustainable and ethical manufacturing in 2015? Why was there a delay in the amendment?

The Claimant reckoned that should it decided to embrace the sustainable and ethical business philosophy; it would be the pioneer in the region. As such, the Claimant wanted to keep abreast of the fashion industry's development in sustainability and ethics to determine if it should amend its standard terms and conditions.

9. Which parts of the Respondent's facilities did the Claimant view during the visit alluded to in Towny Ng's email dated 19th November 2018 (page 51 of the Record)? Did the Claimant ever visit and view the facilities of the Additional Party in Ulaanbaatar, Mongolia?

The Claimant visited all of the Respondent's relevant facilities. The Claimant never physically visited the facilities of the Additional Party in Ulaanbaatar, Mongolia.

10. With reference to the issue of fundamental breach, what are the industry standards for ethical fashion?

The industry standards for sustainable and ethical fashion are that of the UN Alliance for Sustainable Fashion, which encompasses both social and environmental issues, such as, improvements in working conditions and remuneration for workers, reductions of the industry's waste stream, and decreases in water pollution and greenhouse gas emissions. These standards are also in line with those in the International Labour Organization's Convention No. C100 – ILO Equal Remuneration Convention, 1951 (No. 100), which, amongst others, stipulates the principles of equal remuneration.

- 11. The Article provides that it “exposed a spectrum of fashion industry players who managed to cast an illusion that they have achieved the goal of sustainable/ethics”, but the same Article states that AM is the only fashion giant willing to pledge their alliance to sustainable/ethical fashion. So, how common is it actually for related companies in the industry to subscribe to ethical/sustainable fashion?**

The ethical and sustainable fashion pledge not uncommon, as many other clothing manufacturers from around the globe have adopted similar standards and principles in their business models. It is also in line with the global UN Alliance for Sustainable Fashion initiative.

- 12. Who attended Nepal S&E Fashion Week? Did it comprise major domestic and international retailers? (b) If so, were these retailers actively searching for business partners? Was this a platform for the Claimant to gain more recognition in the ethical standards industry, or was it more of a platform for the Claimant to search for potential business opportunities? What contracts did the Claimant lose after getting kicked out of the festival? What was the likelihood of Claimant even gaining these contracts in the first place?**

The Nepal S&E Fashion Week is an exclusive “invitation” only platform. Only a select few designers, known for their ethically and sustainably produced designs, get to showcase their upcoming collections for global press review as well as potential international buyers. Akin to the New York Fashion Week, the Nepal S&E Fashion Week has created a reputation where designers, models, fashionistas, and social media luminaries descended on the city for a series of shows by the biggest names in sustainable and ethical design, aiming to let the world know what designers they should be wearing this year.

- 13. Also, to determine the likelihood that AM would have to lose these business opportunities (certainty of loss/loss of chance) (a) How much revenue did the Claimant lose after the Article’s release? (b) How much did the Claimant spend handling the public relations issues? (c) The Claimant states that it “generated virtually zero income”, can we confirm that ‘income’ here refers to its profit (gains minus expenses)?**

The estimated revenue loss suffered by the Claimant amounts to around USD27 million, which would account for the Claimant’s net profit after deducting expenses and costs, had all the dresses manufactured under the CMSA be successfully sold at the intended market price. In addition to this, the Claimant had also spent around USD100,000.00 engaging a public relations consultant to assist in dealing with the public’s onslaught arising from the Article.

14. When did the Claimant receive the First Consignment?

The Claimant received the First Consignment on 1st April 2019.

15. Did the Claimant, Airin Meerah rely on any other manufacturers for other products that are based in Xin Jiang, China, or Ulaanbaatar, Mongolia?

Being a well-known fashion designer who has been in the business since 2005, Airin Meerah Apparel Sdn Bhd has undoubtedly relied on other manufacturers for its other products during the course of business since its establishment.

16. What are the express terms for the place and timing of delivery in Schedule II of the CMSA? Further, are there any provisions relating to the inspection and rejection of goods delivered? If yes, what do they specify?

The express terms and arrangements, as stated in Schedule II, include standard terms usually present in clothing manufacturing contracts and agreements, such as, but not limited to packaging, shipping, inspection, and insurance.

17. Are there any express clauses in the CMSA and TSA relating to termination, notice to remedy in the event of a breach, or limitation of liability?

There are no express clauses in the CMSA nor TSA relating to termination, notice to remedy in the event of a breach, or limitation of liability. The Claimant issued the Notice of Termination based on the provisions of the UNIDROIT Principles of International Commercial Contracts (2016).

18. Are there any express clauses in the TSA relating to any purchase price to be paid by the Claimant to the Respondent and/or Proposed 2nd Respondent?

There are no such express clauses in the TSA.

19. How many batches of dresses has the Respondent delivered to the Claimant?

The Respondent has completed the delivery of the First Consignment on 1st April 2019. Accordingly, the Claimant has paid the initial payment of USD7,500,000.00 and the first semi-annual payment of USD1,250,000.00 to the Respondent, in accordance with Article 2(2)(a) and Article 2(2)(b) of the CMSA.

20. To what extent has the Respondent commenced manufacturing of the second, third, and fourth batches of dresses (H – AB) as alleged in its email dated 2nd August 2019 on page 14 of the Record?

The Respondent is in the midst of producing the next consignment of the Dresses, Types H – AB, and has made the necessary steps to procure the required materials from Gølgør.

FURTHER CLARIFICATIONS

- (a) Where questions have neither been answered nor recorded in these Clarifications, it should be assumed that they are immaterial, the omission is intentional, or that the resolution of the issue is a matter for the Parties to determine by reference to the law and inference to the facts.
- (b) The Parties are reminded to discuss only the procedural and substantive issues indicated under Paragraphs 4 and 5 (a) of Procedural Order No. 1 in their written and oral submissions. No further questions should be addressed at this stage of proceedings.
- (c) Aside from Further Clarifications below, please also note that Paragraph 1 of Claimant Exhibit 3 is now to be read as follow:

“On 20th June 2015, which was our ~~10th~~ 15th anniversary, Airin Meerah Apparel [...]”

1. **In Paragraph 8 of the Clarifications, it states that the Claimant wanted to keep abreast of the fashion industry’s development to determine whether it should amend its standard terms and conditions. What specifically was the Claimant looking out for?**
The Claimant studied the market and researching the public’s receptiveness on the idea of ethical and sustainable fashion before incorporating such an idea into its business philosophy. The Claimant also explored the suppliers in the region’s availability who have the capacity and capability to meet the ethical and sustainable standards.
2. **With regard to Paragraph 13 of the Clarifications, is USD100,000.00 the market rate for engaging public relations consultant?**
The Claimant chose to engage with a first-tier public relations consultant who charges the highest amongst its tier. Such price, however, comes with satisfying services that the Claimant believes the public relations consultant has rendered.
3. **With regard to Paragraph 17 of the Clarifications, besides Section 11 of the AM STC, was there another provision in the AM STC that states the Respondent’s own obligation to the Claimant to uphold ethical and sustainable manufacturing?**
No. There are no other provisions.

4. **With regard to Paragraph 13 of the Clarifications, apart from the US27 million loss from not selling the Dresses, was there any other loss of revenue, e.g. from the failure to sell other apparels?**

There was no other loss of profits suffered by the Claimant apart from the potential loss of profit which would have been obtained had all the dresses made pursuant to the CMSA be successfully sold at the intended market price.

5. **With regard to Paragraph 20 of the Clarifications, was there an express clause under the TSA which allows the Respondent to revoke the Purchase Order?**

The TSA does not contain any express clause which enables the Respondent to revoke or cancel the Purchase Orders.

6. **With regard to Paragraph 20 of the Clarifications, did the Respondent make any communications to the Gölgör Textiles and Fabrics LLC that it may no longer need the fabric after it was informed by the Claimant that the contract may be terminated?**

The Respondent had communicated the same to Gölgör Textiles and Fabrics LLC. However, the TSA does not contain any express clause which allows the Respondent to revoke or cancel the Purchase Orders.

OFFICIAL RULES

1. ORGANISATION

The LAWASIA International Moot Competition (“Competition”) is held in conjunction with the annual LAWASIA Conference. It will be organised by the LAWASIA Moot Standing Committee (“Moot Committee”).

2. LANGUAGE

The language of the Competition is English and interpreters will not be available. However, judges will be mindful of the difficulties faced by mooters arguing in a language other than their own.

3. MEMBERSHIP AND ELIGIBILITY OF TEAMS

3.1 Each team shall consist of a minimum of two members and a maximum of three members, each of whom:

- (a) is pursuing an undergraduate law degree or a bar qualifying course or its equivalent, or
- (b) is undertaking a first graduate degree in a legal field (not including Ph.D., S.JD and its equivalent unless express prior approval from the Competition Administrator has been obtained); and
- (c) is enrolled at a law school in the country that he or she represents as a full time or part-time student as at the date of the deadline of registration of the team for the national rounds or the international finals whichever is earlier; and
- (d) has not been admitted as an advocate and solicitor, barrister, attorney, legal practitioner or equivalent in their respective jurisdiction.

3.2 Members of each team must be students from the same law school.

3.3 The names of the members of each team shall be given to the Moot Committee on the date of registration.

3.4 Each team will be given a team number upon payment of registration fees.

4. NUMBER OF PARTICIPATING TEAMS

The Moot Committee will decide on the maximum number of participating teams each year as well as the maximum number of teams that represents one particular country and the maximum number of teams that represent one particular institution.

5. ASSISTANCE

- 5.1 Teams may not have any outside assistance in the preparation or presentation of their cases other than general guidance on the issues involved and research sources.
- 5.2 Coaches accompanying the teams to the competition shall be a member of the staff of the law school.

6. THE MOOT PROBLEM

- 6.1 The moot problem shall involve issues of international or LAWASIA interest. It must be concerned solely with a point or points of law to be decided by the Moot Committee.
- 6.2 The moot problem will be announced at an appointed date and the same problem will be used throughout the Competition.
- 6.3 Any ambiguities will be sent to the Moot Committee. The Moot Committee may then resolve the ambiguities at its absolute discretion. Clarifications will be communicated to the participating teams.
- 6.4 Teams are expected to prepare arguments for both the Claimant and the Respondent.

7. THE COMPETITION

- 7.1 The number of teams competing and the structure of the competition shall be decided by the Moot Committee.
- 7.2 The Moot Committee has the absolute discretion to decide whether to award the prizes available in the competition.
- 7.3 The marks awarded in each round shall be published at the end of each round.
- 7.4 The Best Mooter shall be decided by the Moot Committee taking into consideration the total individual points in the general rounds as well as comments from the judges on the performance of the mooters.
- 7.5 The team in the opinion of the Moot Committee that best exhibits the LAWASIA spirit and values of fellowship, scholarship, and amity will be awarded The Spirit of LAWASIA (Malaysia National Rounds) Trophy.
- 7.6 The winning team in the final of the Oral Rounds of the Competition will be awarded the LAWASIA Malaysian Bar Challenge Trophy.
- 7.7 The winning team will not necessarily be the team for which judgment may be given on the law.

8. JUDGING THE COMPETITION

- 8.1 Each general round moot shall be held before a panel of judges appointed by the Moot Committee. The Moot Committee has the absolute discretion to make the selection and allocation of judges for the competition.
- 8.2 Each panel of judges shall consist of three judges. The Moot Committee reserves the right to have two member panels if for whatever reasons a three member panel cannot be constituted. The Moot Committee also reserves the right to have more than three judges sitting in a panel during the finals of the Moot Competition.
- 8.3 The presiding judge shall be the most senior judge, or as decided by the Moot Committee.
- 8.4 Each judge shall complete an individual marking sheet for each participant in a moot.

9. PERSONS ELIGIBLE TO JUDGE

- 9.1 The Moot Committee shall determine the persons who are eligible to serve as judges in the Competition.
- 9.2 Undergraduate students may not act as judges. Postgraduate students may be eligible to serve as judges but they must not be directly affiliated with any participating Team in the Moot Competition at which they are to judge.
- 9.3 Judges who are affiliated with a participating law school in the Competition either personally or professionally, may not act as a judge on a panel of any round involving teams from that law school.
- 9.4 The Competition Administrator has discretion to approve such a judge affiliated with a participating law school if, in his or her opinion it would not risk impartiality nor jeopardise propriety.

10. MOOT ORAL ROUNDS

10.1. General Rules in Moot Oral Rounds

10.1.1 Team members

In any given oral round, each team (comprising two members) is allowed 45 minutes for the oral submission. This is apportioned accordingly to:

- (a) first mooter – 20 minutes
- (b) second mooter – 20 minutes
- (c) rebuttal or surrebuttal – 5 minutes.

Judges have discretion to permit time extensions (on their own volition or upon request).

10.1.2 Additional Counsel

At each oral round, one additional team member may sit at the counsel table with the two mooters as counsel so long as he or she is a registered team member. The team member acting as counsel need not necessarily be the same team member in each round.

10.1.3 Attire during the Oral Rounds

Unless otherwise instructed by the Moot Committee, team members must attend the oral rounds in business attire, i.e. dark suits with tie for men and dark suits with skirt or trousers for ladies.

10.2 Oral Submission**10.2.1 Order of Oral Submission**

(a) The order of the oral submission in each moot round of the Competition is:

Claimant Mooter 1
 Claimant Mooter 2
 Respondent Mooter 1
 Respondent Mooter 2
 Rebuttal (Claimant Mooter 1 or 2)
 Surrebuttal (Respondent Mooter 1 or 2)

(b) The judges have full discretion to permit variation to the order of pleadings

10.2.2 Scope of Rebuttal and Surrebuttal

The Claimant's rebuttal is limited to the scope of the Respondent's oral submission. The Respondent's surrebuttal is limited to the scope of the Claimant's rebuttal, unless the Claimant has waived rebuttal, in which case there shall be no surrebuttal.

10.3 Failure to attend a moot round

(a) If a team does not appear for a scheduled oral round, the moot shall proceed ex parte. The team that failed to appear forfeits all the round's total points. In such instances, the Moot Committee shall at its absolute discretion decide on the appropriate scoring system taking into consideration the moot competition structure and to ensure that all teams are judged fairly on their performance.

(b) The team which presents its oral submission shall be given scores by the judges to the degree possible as if the opposing team had been in attendance and presenting its arguments. The Competition Administrator may, at his or her absolute discretion, schedule an ex parte proceeding for the absent team if time permits.

10.4 Communications During Competition

- (a) Only oral communications are permitted during the oral rounds.
- (b) Other than the oral submissions, there shall be no other forms of communication to any judge and this includes but are not limited to any form of documents whether in writing or otherwise, pictures, charts, diagrams as well any video or audio recordings.

10.4.1 Communication between Counsel and Judges During Moot Rounds

A mooter may communicate with the judges, and the judges may communicate with that mooter, during the mooter's allotted speaking time.

10.4.2 Communication and Activity at Counsel Table During Moot Rounds

- (a) Moot communication at the counsel table during oral rounds must be minimised so as to avoid distractions i.e. noise, outbursts, or other improper conduct. All communication at the counsel table shall be in writing only.
- (b) However, a mooter may orally consult with his teammates only with the permission of the judges during his allotted speaking time.

10.4.3 Inappropriate Communication During Oral Rounds

Team members at the counsel table shall not communicate either orally or in writing with spectators or other team members not present at the counsel table.

10.5 Spectators

All oral rounds are open to the public. Teams may be requested to limit the number of spectators in a courtroom during moot rounds. Priority will be given to coaches, advisors, or other spectators affiliated with the teams taking part in that oral round.

10.6 Audio and Videotaping

No audio or videotaping of a moot round is permitted without the advance permission of the Competition Administrator. The Moot Committee reserves all rights to the audio and videotaping, or any other form of audio or visual reproduction, of any moot round or part thereof. All participating teams are deemed to have consented to the taping and broadcasting of that moot round.

10.7 Use of Mobile Devices, Computers and Laptops

During any oral round, mooters who are speaking and team members seated at counsel table may not use laptops, computers, tablet computers, mobile phones or any other computing device. Teams are responsible to ensure strict compliance with this rule. If there is a violation the Competition Administrator must be informed immediately during or after the moot round has ended. The Competition Administrator has discretion to impose a penalty on teams that violate this rule.

11. SCORING

11.1 Basis for Scores

- (a) Teams shall be judged on the quality of their overall performances, which includes the merits of the case.
- (b) Not with standing the scoring system hereinafter set out, the Moot Committee shall in its absolute discretion vary the scoring system as appropriate taking into consideration the moot competition structure. Such variation in the scoring system shall be announced to the participating teams on or before the commencement of the competition.

11.2 Judging the Oral Rounds

The Moot Committee shall decide on the judges for the oral rounds. A panel of three judges shall score each mooter in a match at each moot round on a scale of 50 to 100 points.

11.3 Raw Scores for the Oral Rounds

- (a) Raw Scores are the points awarded to the mooters by the judges.
- (b) In each match, a Team's Raw Score is the sum of the points of the three (3) judges for each of its two (2) mooters.
- (c) A Team's Total Raw Score in a particular round is the sum of the Team's Raw Scores in that round.
- (d) The calculation of Raw Scores shall be subject to the deduction of Penalty points under the provisions of Rule 12.

11.4 Round Points for the Oral Rounds

- (a) In each match, a total of up to six (6) Round Points may be awarded based on a comparison of combined moot argument scores.
- (b) The Total Round Points for a team in a particular round will be the sum of the Rounds Points obtained by that team in that round.
- (c) The Rounds Points are awarded a team in the following manner:-
 - The sum of each judge's Raw Score for the Claimant Mooter 1 and Claimant Mooter 2 is compared to the sum of the judge's Raw Scores for Respondent Mooter 1 and Respondent Mooter 2.
 - For each judge, the Team with the higher combined mooter Raw Scores is awarded two (2) Round Points. If in any such comparison, the two Teams' scores are equal, each Team is awarded one (1) Round Point.

11.5 Two Judge Panels

If only two judges score a given Moot match, the Competition Administrator shall create a third score by averaging the scores of the two judges.

11.6 Determination of Winners and Rankings

11.6.1 Determining the Winner of a Match

In any given match, the Team receiving the greater number of six (6) available Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.

11.6.2 Round Rankings

- (a) Teams shall be ranked in their respective groups (where applicable) by the number of wins in a particular round, from highest to lowest.
- (b) If two or more Teams have the same number of wins, the Team having the higher Total Rounds Points from that round shall be ranked higher.
- (c) If two or more Teams have the same number of wins and the same Total Round Points, the Team with the higher Total Raw Scores from that round shall be ranked higher.
- (d) The scoring and round ranking system prescribed herein applies to both the Preliminary Rounds and the Final Rounds (and where applicable, the Quarter-Final and Semi-Final Rounds).

11.6.3 Tie-Breaking Procedure

If two or more Teams are tied after application of Rule 11.6.2, and the outcome of the determination does not affect (a) any Team's entry into the subsequent round, or (b) the pairing of any Teams in the subsequent round of the Moot Competition, the Teams shall be ranked equally. If, however, further determination is necessary (under either (a) or (b) above), the rankings shall be accomplished as follows:

- (a) If only two Teams are tied and if the tied Teams have faced each other in the Preliminary Rounds, the winner of that match shall be ranked higher.
- (a) If only two Teams are tied and the Teams have not faced each other in earlier Rounds, and time permits, the Administrator may schedule a match between the two Teams, with the Team with the lower Team number acting for the Claimant. The match shall be conducted according to the scoring Rules for Preliminary Rounds. The winner of the match shall be ranked higher. If neither of these methods breaks the tie, the Competition Administrator shall determine the method for breaking the tie.

After the conclusion of the Competition, the following shall be made available in soft copies for each Team participating in the Competition:

11.7 Reporting of Results

- (a) a copy of individual moot judge's scoresheets and Penalties, if any, with attendant comments, if any, from Preliminary Rounds of the Competition;
- (b) a copy of the Overall Rankings of the Preliminary Rounds of the Competition, with the Total accumulated Win-Loss records, Overall Raw Scores, and Overall Round Points;
- (c) a copy of the Mooter Rankings from the Preliminary Rounds of the Competition;
- (e) a summary of the Advance Rounds of the Competition.

12. Penalties

12.1 Oral Round Penalties

The Competition Administrator shall impose an oral round penalty at his or her discretion, if necessary after consultation with the judges, bailiff, teams and spectators.

12.2 Complaint Procedure

- (a) If a team believes that an infraction of the Rules has occurred during an oral round, the team may notify the bailiff in writing within five (5) minutes of the conclusion of that oral round. If there is no bailiff, teams must approach the Competition Administrator with complaints.
- (b) Written notification shall clearly describe the violation and the parties involved in the violation.
- (c) The team shall not directly approach the judges regarding a violation of these Rules. When possible, the matter should be raised with the bailiff outside the attention of the judges.
- (d) Failure by any team to follow the procedures described in this paragraph shall result in a waiver of the team's complaint.
- (e) If one or more judges believe an infraction has occurred during an oral round, he or she shall notify the bailiff orally or in writing within five (5) minutes of the completion of the moot round. When possible, the matter should be raised with the bailiff outside the attention of the other judges.

12.3 Penalty Deduction

Penalty deduction may be made only by the Competition Administrator. Judges are prohibited from deducting penalty points from the scores and must score the moot round as if no violation occurred.

12.4 Activity Subject to Moot-Round Penalties

Penalties may be assessed for violations during a moot round by reference to rule 10 above. The Administrator shall deduct the Penalty amount from each judge's combined score (the sum of the judge's score for Mooter 1 and Mooter 2) prior to determining the Moot Round Points.

12.5 Discretionary Penalties

In addition to the Penalties that may be deducted under Rule 12.4 above, the Competition Administrator may assess up to fifteen point Penalties for other violations of the letter or spirit of these Rules. The size of the Penalty shall correspond to the degree of the violation in the judgment of the Competition Administrator. Discretionary Penalties shall be imposed only by the Competition Administrator. Such violations may include:

- (a) poor sportsmanship;
- (b) submitting numerous frivolous complaints against other teams;

- (c) engaging in inappropriate behaviour at the counsel table during the moot rounds;
- (d) displaying obvious disregard for the procedures or requirements outlined in the Rules.

12.6 Notice and Appeals

- (a) The Competition Administrator shall notify teams of his or her decision regarding imposition of any penalty as soon as possible.
- (b) The Competition Administrator shall, where it is practicable to do so, set a reasonable time limit by which either team may appeal the decision.
- (c) Upon submission of an appeal, the Competition Administrator shall consult with the Moot Committee in determining the appeal. The Moot Committee's decision on all appeals is final.

12.7 De Minimis Rule

The Competition Administrator may waive or lessen the penalty for a de minimis rule violation.

13. PROGRESSION INTO SUBSEQUENT ROUNDS

13.1 Rounds

- (a) In every competition, there shall be the Preliminary Rounds, the Semi-finals Rounds and the Final Rounds.
- (b) The Moot Committee may in its discretion hold a Quarter-final Round if it is deemed necessary.

13.2 Progression from the Preliminary Rounds

Progression from the Preliminary Rounds will be determined based on the ranking of the teams in their respective groups. The number of teams progressing will be determined based on the number of participating teams and it shall be announced to the participating teams before the commencement of the competition.

13.3 Progression into the Final Round

The top two ranking teams from the Semi-final Rounds will progress into the Final Round.

13.4 Progression into the International Rounds

- (a) The team that wins the Final Round will be the Champion Team while the other finalist team will be the 1st Runner-Up Team. The 2nd Runner-Up Team and the 3rd Runner-Up Team will be determined from the rankings in the Semi-final Rounds.
- (b) The Champion Team will represent Malaysia in the LAWASIA International Moot Competition held in the same year. The 1st Runner-Up Team (the other team of the Final Round) will be the second team to represent Malaysia in the International Rounds provided the 1st Runner-Up Team is from a different institution to that of the Champion Team.
- (c) In the event that the 1st Runner-Up Team is from the same institution to that of the Champion Team, the 2nd Runner-Up will then be the second team to represent Malaysia in the International Rounds.
- (d) In the event that both 1st Runner-Up and 2nd Runner-up Teams are from the same institution to that of the Champion Team, the 3rd Runner-Up will then be the second team to represent Malaysia in the International Rounds.
- (e) The teams progressing into the International Rounds must be represented by the same members of mooters who participated in the National Rounds.

14. POWER TO ENACT MEASURES

The Competition Administrator may in consultation with the Moot Committee, establish such other measures to maintain the orderly manner of the Competition or to remedy shortfalls in the Competition. Such alterations shall not violate the spirit of these Rules in the best interests of the Competition.

15. INTERPRETATION OF RULES

The Competition Administrator in consultation with the Moot Committee shall be the final arbiter in the interpretation of these rules.

PROCEDURAL GUIDELINES FOR ARBITRATION

As the moot competition is an Arbitration moot competition, the LAWASIA Moot Competition Committee would like to replicate as much as is possible, the real-life atmosphere of arbitration so as to ensure that participating teams gain the most from this experience. However, as this is also a competition, a compromise has to be reached between the procedures normally observed in an arbitration proceeding and the rules of a moot competition. The LAWASIA Moot Competition Committee has therefore issued the Procedural Rules in addition to the Official Rules of the LAWASIA International Moot Competition ('Official Rules'). Competing teams are therefore expected to read and observe both the Official Rules as well as the following Procedural Rules:

1. Order of proceedings

The order of proceedings shall be as set out in the Official Rules, i.e. Claimant Mooter 1 (20 minutes), Claimant Mooter 2 (20 minutes), Respondent Mooter 1 (20 minutes), Respondent Mooter 2 (20 minutes), Rebuttal (5 minutes), followed by the Surebuttal (5 minutes).

2. Proper address

The Arbitrators shall be addressed as Mr or Madam Arbitrator and the Chair of the panel shall be addressed as Mr or Madam Chairman. Collectively, the panel should be addressed as the Arbitral Panel. Alternatively, arbitrators may be addressed by their family names such as "Mr Young, Ms Doi, Dr Lee, Professor Jones or Sir/Madam".

It is inappropriate to use honorific titles for the panel e.g. "This Honorable Tribunal" or for individual arbitrators e.g. "Judge, Your Honour, Your Excellency"

3. Bundles of authorities

In accordance with the Official Rules, Teams shall not submit any other documents or bundles of authorities to the Arbitrators during the proceedings.

4. Start/End of Proceedings

The Registrar will announce the start of proceedings and the Registrar will aid the Arbitrators to keep to the time allowed. At the close of submissions, the room will be cleared to enable the Arbitrators to deliberate (alternatively, the Arbitrators may leave the room and proceed to the deliberation room). Mooters and spectators may return to the room when the Arbitrators have completed their deliberations. The Arbitrators will deliver their comments on the performance of the teams but will not disclose the marks awarded.

COMPETITION STRUCTURE AND SCHEDULE

15TH LAWASIA INTERNATIONAL MOOT COMPETITION – NATIONAL ROUNDS AUGUST 2020 KUALA LUMPUR, MALAYSIA

Opening Ceremony (Virtual) : Friday, 07 August 2020

Moot Competition : Friday, 07 August to Sunday, 09 August 2020

TEAM NO.			
UM M2028	TAYLOR'S M2026	BAC M2020	UKM M2030
MMU M2022	MMU M2027	UM M2023	UiTM M2029
INTI M2021	UiTM M2024	TAYLOR'S M2031	UKM M2025

Pre-Competition: Friday, 07 August 2020

TIME	EVENT(S)
02:30pm – 03:00pm	Opening Ceremony (Virtual)

Competition Day 1: Friday, 07 August 2020 – Preliminary Round

TIME	EVENT(S)					
	A	B	C	D	E	F
Moot Room						
05:00pm – 07:30pm	M2028 (C) v. M2022 (R)	M2021 (C) v. M2026 (R)	M2027 (C) v. M2024 (R)	M2020 (C) v. M2023 (R)	M2031 (C) v. M2030 (R)	M2029 (C) v. M2025 (R)

Competition Day 2: Saturday, 08 August 2020 – Preliminary Round (continued)

TIME	EVENT(S)					
	C – Claimant; R – Respondent					
Moot Room	A	B	C	D	E	F
09:30am – 12:00pm	M2025 (C) v. M2028 (R)	M2022 (C) v. M2021 (R)	M2026 (C) v. M2027 (R)	M2024 (C) v. M2020 (R)	M2023 (C) v. M2031 (R)	M2030 (C) v. M2029 (R)
12:00pm – 01:00pm	Lunch Break					
01:00pm – 03:30pm	M2028 (C) v. M2020 (R)	M2023 (C) v. M2022 (R)	M2021 (C) v. M2031 (R)	M2030 (C) v. M2026 (R)	M2027 (C) v. M2029 (R)	M2025 (C) v. M2024 (R)
03:30pm – 04:00pm	Break					
04:00pm – 06:30pm	M2024 (C) v. M2030 (R)	M2031 (C) v. M2027 (R)	M2026 (C) v. M2023 (R)	M2020 (C) v. M2021 (R)	M2022 (C) v. M2025 (R)	M2029 (C) v. M2028 (R)

Determining the winner of a match

In any given match, the Team receiving the greater number of six (6) available Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.

Determining the team progressing into the next round

The top 4 teams, which is determined by the number of wins, from the Preliminary Rounds will proceed to the Semi-Final Round. Teams will be ranked from 1 to 12 based on number of wins in descending order.

In the case of a tie, the team with the higher accumulated Total Round Points in the Preliminary Round will be ranked higher. In the case that the tie is not broken, the Team with the higher Total Raw Score from the rounds shall be ranked higher. *

The 4 teams progressing to the next round will be assigned as listed in the Semi-Final Round structure.

**In the event, in any given round, if the methods of breaking the tie is unsuccessful, the Competition Administrator shall determine the next best method to breaking the tie.*

Competition Day 3: Sunday, 09 August 2020 – Semi-Final and Final Round

TIME	EVENT(S)		C – Claimant; R – Respondent
SEMI-FINAL ROUND			
Moot Room	A	B	
09:30am – 12:00pm	Team ranked 01 (C) v. Team ranked 04 (R)	Team ranked 02 (C) v. Team ranked 03 (R)	
<p><u>Determining the winner of a match</u></p> <p>In any given match, the Team receiving the greater number of six (6) available Round Points wins the match. If the two Teams have equal number of Rounds Points, the Team with the higher Team Raw Scores wins the match. If the two Teams have an equal number of Round Points and an equal Team Raw Score, the match is a draw.</p> <p><u>Determining the team progressing into the next round</u></p> <p>The top 2 teams, which is determined by the number of wins, from the Semi-Final Rounds will proceed to the Final Round. Teams will be ranked from 1 to 2 based on number of wins in descending order.</p> <p>In the case of a tie, the team with the higher accumulated Total Round Points in the Semi-Final Rounds will be ranked higher. In the case that the tie is not broken, the Team with the higher Total Raw Score from the rounds shall be ranked higher.</p> <p>If there is still a tie, the team that was ranked higher in the Preliminary Rounds will be ranked higher. *</p> <p>The team ranked as no. 1 in the Semi-Final Rounds will be given the option to choose to moot as Claimant or Respondent in the Final Round.</p>			
12:00pm – 02:00pm	Lunch Break		
FINAL ROUND			
Moot Room	A		
02:00pm – 04:00pm	Team mooting as Claimant v. Team mooting as Respondent		

* In the event, in any given round, if the methods of breaking the tie is unsuccessful, the Competition Administrator shall determine the next best method to breaking the tie.

PARTICIPATING TEAMS

NO	UNIVERSITY/ COLLEGE	TEAM MEMBERS	TEAM NUMBER
1	Brickfields Asia College	Michelle Wong Jia Lin - University of London Year 1 Tan Xu Yin - UK Transfer Law Degree Year 1 Tiffany Teng Yong Leng - UK Transfer Law Degree Year 1	M2020
2	INTI International University	Ding Huoy Huoy - UK Transfer Law Degree Year 2 Thanaa Ali Saleh Al-shaebi - UK Transfer Law Degree Year 2 Ong Tze Chin (Coach)	M2021
3	Multimedia University	Lim Khang Yen - LLB Year 3 Matthew Tan Jun Tatt - LLB Year 3 Jacklyn Yong Sook Kay - LLB Year 3 Priscilla Shasha Devi (Coach)	M2022
		Oskar Tang Chee Keen - LLB Year 3 Lim Qing Ying - LLB Year 2 Jeyaganesh A/L S Ravi - LLB Year 2 Priscilla Shasha Devi (Coach)	M2027
4	University Malaya	Muhammad Akhmal Amaluddin Bin Mat Aris - LLB Year 1 Luc Choong - LLB Year 1 Carmel Grace Philip - LLB Year 1 Raphael Kok (Coach)	M2023
		Muhammad Ajay Raul - LLB Year 1 Serina Lim Ru Yee - LLB Year 2 Noor Ameerah Binti Ahmad Nasri - LLB Year 3 Raphael Kok (Coach)	M2028
5	Universiti Teknologi Mara	Wan Nur Fatini Binti Wan Abd Halim - LLB Year 2 Nur Farah Hanim Binti M.Fadzil - LLB Year 3 Farah Nurizzaty Afifa Binti Azhar - LLB Year 2 Prof Madya Dr Irwin Ooi Ui Joo (Coach)	M2024
		Nur Khairunnisa Adriana Binti Zainuddin - LLB Year3 Marina Binti Tiwol - LLB Year 3 Nur Nabila Binti Roslee - LLB Year 3 Prof Madya Dr Irwin Ooi Ui Joo (Coach)	M2029
6	University Kebangsaan Malaysia	Lim Chin Lun - LLB Year 2 Anira Frank Peter - LLB Year 2 Tan Jun Yu - LLB Year 2 Mohamad Azhan bin Yahya (Coach)	M2025
		Adib Hannani binti Md Yatim - LLB Year 2 Wan Nurul Nasreen bt Wan Mohd Nasir - LLB Year 2 Donovan Choong En Jie - LLB Year 1 Mohamad Azhan bin Yahya (Coach)	M2030
7	Taylor's University	Amitaesh Thevananthan - LLB Year 3 Lucas Isaac Seneviratne - LLB Year 3 Prishanth Lingaraj - LLB Year 3 Harcharan Ujagar Singh (Coach)	M2026
		Yeow Jie Hang - LLB Year 2 Joel Tan Hin Keat - LLB Year Alex Goh Wen Wei - LLB Year 2 Harcharan Ujagar Singh (Coach)	M2031

AUTHOR(S) OF THE MOOT PROBLEM

ALBERTUS ALDIO PRIMADI, SENIOR INTERNATIONAL CASE COUNSEL

During his study at Universitas Gadjah Mada, Indonesia, Aldio participated in five international moot arbitration competitions: Vis East 2013 in Hong Kong, FDI 2014 in Malibu, IMLAM 2015 in Melbourne, Vis Vienna 2017 in Vienna and IMLAM 2017 in Singapore. He was trusted to become the National Administrator for the 2017 Indonesian Rounds of the Philip C. Jessup Competition. He is one of the Moot Authors for the 14th and 13th Law Asia Moot Problem. As the Secretary-General of the AIAC Young Practitioners Group, Aldio initiated numerous youth capacity building programmes to impart knowledge on ADR in Malaysia and abroad.

DIANA RAHMAN, SENIOR CASE COUNSEL

Diana graduated with a Bachelor of Laws (Hon) from Multimedia University (MMU), Malaysia where she represented MMU in the International Humanitarian Law Moot in 2010. After gaining experience in the litigation field, Diana went on to complete her Master of Laws from the University of Malaya where she graduated with Distinction. Diana handles the administration of alternative dispute resolution cases encompassing arbitration, adjudication, mediation and domain disputes. In September 2019, she was appointed as the Secretary-General of the Asian Domain Name Dispute Resolution Centre. Diana is also an Associate member of the Chartered Institute of Arbitrators.

IRENE MIRA, INTERNATIONAL CASE COUNSEL

Irene is a member of the AIAC Young Practitioner Group's Investment Arbitration Committee, and is also an Assistant Editor at the Kluwer Arbitration Blog. Irene is an accredited tribunal secretary by the Hong Kong International Arbitration Centre. She obtained her LLM in Comparative and International Dispute Resolution from Queen Mary University of London. During her law studies, Irene participated in the Frankfurt Investment Arbitration Moot, the Philip C. Jessup International Law Moot, and the Willem C. Vis International Commercial Arbitration Moot.

TONY NG, INTERNATIONAL CASE COUNSEL

Tony has worked with various arbitration boutiques in Paris, Vienna and Hamburg, focusing on both investment and commercial arbitration. He also has experience in shipping law and commercial litigation, having worked with a litigation boutique in Hong Kong. Additionally, he has obtained experience with the aviation finance department of a major international law firm in Hong Kong. At the AIAC, he is involved in the administration of arbitration and adjudication cases. He has also assisted different Malaysian moot teams, which will participate in international moot competitions.

EDITORIAL TEAM

TATIANA POLEVSHCHIKOVA, DEPUTY HEAD OF LEGAL

Tatiana is involved in the administration of international and domestic arbitrations, adjudications, mediations and domain name disputes. She also works on various projects relating to alternative dispute resolution policies, revision of the AIAC Arbitration Rules and AIAC Fast Track Arbitration Rules, as well as co-chairing the AIAC Young Practitioners' Group. Tatiana is actively involved in knowledge dissemination and is one of the organisers of the annual Pre-Moot for the Willem C. Vis International Commercial Arbitration Moot. Before joining AIAC, Tatiana practiced for three years in Russia and obtained an LLM degree as a Fulbright Scholar in the US.

CHELSEA POLLARD, INTERNATIONAL CASE COUNSEL

Chelsea is a member of the California State Bar (December 2018), graduated Cum Laude and Order of the Coif from Loyola Law School, Los Angeles. She is a member of the AIAC Standard Form of Building Contracts Team as well as on the organising committee for Asia ADR Week and the AIAC Pre-Moot and spearheaded the launch of the AIAC Technology Expert Committee. She was appointed as the AIAC representative for the AIAC's Young Practitioner's Group's Commercial Arbitration Committee and elected as Co-Chair of the American Society of International Law's New Professionals Interest Group.

MOOT JUDGES

Federal Court Judges

Yang Arif Datuk Hasnah binti Dato' Mohammed Hashim

Datuk Hasnah binti Dato' Mohammed Hashim was born in Kuantan, Pahang on 15.5.1959. She obtained her L.L.B (Hons) University Malaya in 1983 and immediately joined the Judicial and Legal service on 1.8.1983. Datuk Hasnah was a Legal Adviser of Ministries such as Ministry of Housing and Local Government, Ministry of Telecommunication and Post, Ministry of Works. She was also Registrar of Court of Appeal, a Session Court Judge in Kuala Lumpur and Selangor, Assistant State Legal Adviser of Selangor, Director of the Legal Qualifying Board, Director of Insolvency Department and Chief Registrar of the Federal Court. Datuk Hasnah was appointed as a Judicial Commissioner of the High Court of Malaya on 3/5/2010 and as a Judge of the High Court of Malaya with effect from 4.4.2012. She was appointed as Judge of Appeal Court of Malaysia on 21 March 2016 and as a Judge of the Federal Court on 5 December 2019.

Yang Arif Dato' Mary Lim Thiam Suan

Yang Arif Dato' Mary Lim read law at the University of Leeds, UK and graduated with LLB (Hons). She was admitted to Lincoln's Inn as a Barrister at law. She also obtained her LLM from the University of Western Australia. Justice Lim served as Judge of the High Court at the NCC Division and later the Construction Court until her Ladyship's elevation to the Court of Appeal. Justice Lim was appointed as a Judge of the Federal Court on 10th July 2020.

Court of Appeal Judges

Yang Arif Dato' Lee Swee Seng

Yang Arif Dato' Lee Swee Seng graduated with Bachelor of Law (Hons) from University of Malaya and obtained Master of Law from the same university. He also obtained an MBA from University of Southern Cross, Australia. He was appointed a Judicial Commissioner of the High Court of Malaya on 31.5.2010. He was called to the Malaysian Bar in February 1985 and was in active legal practice until May 2010. He has earned the Distinguished Toastmaster Award and was also a Trademarks and Patent Agent and a Notary Public before his appointment to the Bench. He was also a visiting fellow of Taylor University Law School, a part-time lecturer with UM Law Faculty for the LLM Masters Programme; a Bar Council member for 2010 before his ceasing practice at the Bar. Dato' Lee was elevated to be a Judge of the High Court of Malaya in February 2014 and in August 2019 he was elevated to the Court of Appeal. Dato' Lee is also the General Editor of the "Law and Practice of Family Law in Malaysia" by Sweet & Maxwell, 2019.

Yang Arif Tuan Nantha Balan a/l E.S. Moorthy

S. Nantha Balan is a Judge of the Court of Appeal. He was appointed as Judicial Commissioner on 8th July 2013. He was appointed as a Judge of the High Court on 21st March 2016. On 5th December, 2019 he was appointed as a Judge of the Court of Appeal. He holds the degree of Bachelor of Laws (Honours) from the University of Buckingham, England (1986). In 1987 he completed the Certificate in Legal Practice with Honours. He started legal practice as an Advocate and Solicitor upon being called to the Malaysian Bar in August 1988. In 1999 he obtained the postgraduate degree of Master of Laws from the University of Malaya. He is a Member of the Chartered Institute of Arbitrators, London. He was a partner of the dispute resolution department in two major law firms and practised as a litigation counsel for 25 years before joining the Malaysian Judiciary. Whilst in legal practice he appeared in many cases which are reported in the law journals. His practice was mainly trial work. His main areas of practice were commercial and banking litigation, industrial relations, insurance / professional negligence, probate disputes and judicial review. He was a regular speaker at legal seminars on a variety of subjects including appellate practice and procedure, employment law, ethics and advocacy and medical negligence. He is one of the trainers for the Malaysian Bar's Advocacy Training Course. He was actively involved in the drafting of the Malaysian Rules of Court 2012 and was a supervising editor of the Malaysian Rules of Court 2012 (Annotation) published by LexisNexis Malaysia. He has been a judge at several moot competitions.

Yang Arif Tuan Gunalan a/l Muniandy

Yang Arif Tuan Gunalan a/l Muniandy is a Judge of the High Court of Malaya in Shah Alam. Yang Arif read law at the University of Malaya and obtained his Bachelor of Laws Degree LLB (Hons) in 1981. Yang Arif's professional field is Civil and Criminal Law and extensive field experience in the High Court and subordinate courts procedures and trials. Yang Arif started his legal career in the Judicial and Legal Services on 2.5.1981 as a Magistrate in the Kuala Lumpur Magistrate Court. In January 1982 until July 1984, he was appointed as a Magistrate in Temerloh Magistrate Court, Pahang. Since August 1984 until July 1987, Yang Arif held positions as a Senior Assistant Registrar and later as a Deputy Registrar of the Kuala Lumpur High Court and at the Malaysian Supreme Court since July 1987 until February 1989. In February 1989, Yang Arif was appointed as a Sessions Court Judge of Alor Setar, February 1992, as a Sessions Court Judge of Melaka, October 1995, as a Sessions Court Judge of Tawau, Sabah, June 1996 as Sessions Court Judge of George Town, Pulau Pinang, Mei 2003 as a Sessions Court Judge of Klang, Selangor and since 4 February 2008 until 10.5.2010 as a Senior Sessions Court Judge of Shah Alam and was also appointed as a Director of the Selangor Courts. Yang Arif was appointed as a Judicial Commissioner of the Johor Bahru High Court since 10 May 2010 until December 2014. Since Jan 2015, he has been serving as a Judicial Commissioner in the Shah Alam High Court until he was elevated as a High Court judge. Yang Arif was elevated to the Court of Appeal in July 2020.

High Court Judges

Yang Arif Dr Choo Kah Sing

Yang Arif Dr Choo Kah Sing was admitted as an advocate and solicitor of the High Court of Malaya in January 1996. On 13 October 2014, Yang Arif Choo Kah Sing was elevated to the Bench, and he was confirmed as a High Court Judge of Malaya on 27 April 2018. In his judicial career, Yang Arif Choo Kah Sing had served in the High Court at Alor Setar, Kedah, and Johor Bahru, Johore. In December 2019, he was posted to Shah Alam High Court until present. In his legal practice, Yang Arif Choo Kah Sing practised in the areas of civil and criminal litigation and had experience in providing advice on corporate matters. On the Bench, he presided over civil and criminal cases at the High Court of Malaya. Yang Arif Choo Kah Sing obtained his law degree in 1993 from University of London. In the following year, he passed his professional CLP exam. In 2001, Yang Arif Choo Kah Sing obtained a Masters in Law from the University of Malaya, and in 2006, his second Master's degree in comparative law (thesis-based) from the International Islamic University Malaysia. In 2012, Yang Arif Choo Kah Sing was awarded a Doctor of Philosophy (PhD) from Monash University, Melbourne, for his doctoral thesis in the subject of the Federal Constitution of Malaysia. On 1 April 2020, Yang Arif Choo Kah Sing was appointed as the President of the Competition Appeal Tribunal for a term of three years by the Prime Minister of Malaysia under the recommendation of the YAA Chief Justice of Malaysia.

Yang Arif Dato' Mohd Radzi bin Harun

Yang Arif Dato' Mohd Radzi graduated with LLB (Hons) from UIA Malaysia in 1989, and LLM from University of Nottingham in 2004. He joined the Judicial and Legal Service in 1989 with first posting as a Magistrate at the Teluk Intan Magistrate's Court, Perak and thereon, served in numerous postings including as Legal Advisor to various government ministries and agencies, and as Deputy Public Prosecutor and Senior Federal Counsel at the AG's Chambers. His main area of practise is advisory with focus on international law and specialization in international organisations and international human rights. He has represented Malaysia at numerous bilateral, regional and international negotiations and meetings, including at the UN, OIC and ASEAN. Yang Arif was appointed as a Judicial Commissioner on 30 March 2018 and elevated as a High Court Judge on 25 March 2020. He is currently serving as a Judge at the KL High Court Commercial Division (Intellectual Property), commencing 13 July 2020.

Yang Arif Dato' Faizah Jamaludin

Yang Arif Dato' Faizah Jamaludin is currently a Judge of the Shah Alam High Court of Malaya. She was previously a judge at the Kuala Lumpur High Court. Dato' Faizah was called to both the Malaysia Bar and the English Bar. She was an advocate and solicitor of the High Court of Malaya and a barrister of the Inner Temple, London. She was appointed as an Overseas Bencher of the Inner Temple in 2018. Prior to her appointment to the judiciary in 2017, Dato' Faizah was a partner of the law firm, Skrine. Dato' Faizah has assisted in judging a number of university mooting and debate competitions including the Lawasia Moot Competition, the Phillip C. Jessup International Moot Court Competition and the Gandhi Memorial Trust Debate Competition.

Judicial Commissioners**Yang Arif Nadzarin Bin Wok Nordin**

Yang Arif Nadzarin Bin Wok Nordin is currently a Judicial Commissioner at the Kuala Lumpur High Court and was a former practising Advocate & Solicitor for over 30 years. He is also a Member of the Chartered Institute of Arbitrators, London, a Certified Mediator, a Fellow of the Malaysian Society of Adjudicators and a former member of the Disciplinary Committee Advocates & Solicitors Disciplinary Board, a Notary Public and a President of Strata Management Tribunal before his appointment to the bench.

Yang Arif Anand Ponnudurai

Yang Arif Anand Ponnudurai is a Judicial Commissioner of the High Court of Malaya and currently presiding in the Commercial Division of the Kuala Lumpur High Court. Prior to his appointment to the judiciary in 2019, he was in active practice as an advocate and solicitor for 28 years and was a senior partner in Messrs Bodipalar Ponnudurai De Silva. Anand was an empanelled Arbitrator of the AIAC and was Chairman of the Kuala Lumpur Bar from 2009-2011. His areas of practice were civil litigation and employment law wherein he Chaired the Bar Council's industrial law committee as well as was on the editorial advisory board of the industrial law reports for several years immediately preceding his appointment to the Bench. He is an active Advocacy Trainer and has authored various publications including the chapter on employment law in Bullen & Leake & Jacob's Malaysian Precedent Of Pleadings.

Yang Arif Tuan Atan Mustaffa Yussof Ahmad

Yang Arif Tuan Atan Mustaffa Yussof Ahmad was appointed as a Judicial Commissioner High Court of Malaya at Kuala Lumpur on 28 November 2019 and is currently presiding in the Admiralty and Muamalat Court of the Commercial Division of the Kuala Lumpur High Court. He graduated with a Bachelor of Laws (Hons) from the University of Bristol and was called to the Malaysian Bar in 1995. His area of practice was commercial and employment law. While at the Bar, he served as a Committee Member of the KL Bar Committee and was an Advocacy Trainer. Tuan Atan Mustaffa has assisted in judging a number of university mooting and debate competitions including the Novice Arbitration Mooting Competition and KL Bar - Lincoln's Inn Alumni Moot Court Competition.

Yang Arif Puan Liza Chan

Liza Chan is a Judicial Commissioner in the Commercial Division of the Kuala Lumpur High Court. She was a practicing lawyer for over 38 years handling trial and appellate work involving banking, commercial, corporate, construction, land, arbitration and family matters before being appointed to the bench.

Yang Arif Tuan George Varughese

George Varughese graduated with LLB (Hons) (Manchester) and thereafter obtained his LLM from University Malaya. His professional qualification includes Barrister-at-Law from Lincoln's Inn and is a Member of the Malaysian Institute of Arbitrators. He is also a certified Adjudicator with AIAC and a certified Mediator of CIArb. George served as the President of the Malaysian Bar from 2017-2019 and in November 2019 was appointed as a Judicial Commissioner and is currently presiding in Mahkamah Tinggi 2 at the High Court in Penang.

Yang Arif Datuk Aslam bin Zainuddin

On 28th of November 2019, Yang Arif Datuk Aslam b Zainuddin was elevated as a Judicial Commissioner of the High Court Malaya and is currently presiding in the Criminal Division of the High Court at Kuala Lumpur. Yang Arif embarked on his legal journey after graduating in 1989 and subsequently being admitted and enrolled as an advocate and solicitor in early 1990. After a short stint in practice, Yang Arif joined the Judicial and Legal Service and was initially appointed as a Magistrate. In 1992, Yang Arif was the Deputy Director of the Legal Aid Bureau in Melaka. Beginning from 1st of November 2000, Yang Arif held several positions in the Attorney General's Chambers where he served as a Deputy Public Prosecutor, Senior Federal Counsel, Director of Liquidation Division Insolvency Department in Putrajaya and Head of Prosecution Division in the state of Perlis. In 2008, Yang Arif was then appointed as a Sessions Court Judge in various states i.e Selangor, Terengganu and Pulau Pinang. On 1st of May 2014, Yang Arif was appointed as the Registrar of the High Court, Malaya and subsequently in 2016, Yang Arif served as the Deputy Chief Registrar (Policy) in the Chief Registrar's Office, Federal Court of Malaysia. Back in 2019, Yang Arif was nominated as the examiner for the Certificate in Legal Practice examination (CLP) in The Legal Profession Qualifying Board of Malaysia. Currently, Yang Arif is also designated as the Chairman of the Appeal Board in the Ministry of Federal Territories Putrajaya. The Board hears appeals which come under the Federal Territory (Planning) Act 1982.

Yang Arif Tuan Leonard David Shim

Justice Leonard David Shim is presently a Judicial Commissioner of the High Court, Kota Kinabalu. Prior to his appointment to the bench in 2019, he was a practising Advocate with Ms Reddi & Co., Advocates, Kuching for 27 years. He was President of Advocates Association of Sarawak (2014-2016). His areas of practice is mainly in civil litigation, employment and maritime law.

Retired Judges

Dato' Varghese George

Dato' Varghese George was in private legal practice for 35 years before being elevated as a Judicial Commissioner in October 2009. He was appointed as a Judge of the High Court in August 2011 and to the Court of Appeal in October 2013. Dato Varghese graduated with a LL.B from the University of Singapore in 1974. He is a Fellow of the Chartered Institute of Arbitrators and the Malaysian Institute of Arbitrators. Before Dato's elevation he was the Senior Partner of Messrs. Zain & Co specialising in commercial, land and administrative law litigation. Dato' Varghese George retired as a judge of the Court of Appeal on 27th January 2017.

Dato' Mah Weng Kwai

Dato' Mah Weng Kwai was called to the English Bar as a Barrister-at-Law in 1971 and to the Malaysian Bar as an Advocate and Solicitor of the High Court of Malaya in July 1972. From 1973 to 1985, Dato' Mah served in the Judicial and Legal Services of Malaysia as a Magistrate, Sessions Court Judge, Senior Assistant Registrar, Deputy Public Prosecutor, Senior Federal Counsel and Senior Assistant Parliamentary Draftsman. Dato' Mah obtained his Master of Laws degree with Honours in 1985 from the University of Sydney, Australia and in 1999 was appointed a Fellow of the Senate of the University of Sydney. Dato' Mah was elected President of the Malaysian Bar from 2001 to 2003 and President of LAWASIA from 2006 to 2008. On 4.1.2010 Dato' Mah was appointed a Judicial Commissioner of the High Court of Malaya and on 10.8.2011 a Judge of the High Court of Malaya in Kuala Lumpur. He was elevated to the Court of Appeal, Malaysia on 21.9.2012. Numerous judgements of Dato' Mah have been published in the law journals notably in the Malayan Law Journal, Current Law Journal and All Malaysia Reports. Dato' Mah returned to MahWengKwai & Associates as a Consultant upon his retirement from the Judiciary in February 2015. Dato' Mah is a Member of the Advisory Panel of the Faculty of Syariah and Law of the Islamic Science University of Malaysia (USIM) and an Adjunct Professor (Law and Government) at HELP University. Dato' Mah is a Director on the Board of Directors of Assunta Hospital and a Legal Consultant to St. Johns Ambulance Malaysia. He is on the Asian International Arbitration Centre's (formerly the Kuala Lumpur Regional Centre for Arbitration) panel of arbitrators and is certified as a mediator by the Malaysian Mediation Centre. Dato' Mah has sat as an arbitrator in numerous cases at AIAC, hearing both AIAC and ad hoc appointed cases, as well as by the Singapore International Arbitration Centre. The subject matter of the cases dealt with include inter alia, building and construction contracts, sale and purchase of shares, telecommunication contracts, marine dredging and others. Dato' Mah currently serves as a Commissioner in the Malaysian Aviation Commission (MAVCOM) and the Judicial Appointments Commission (JAC). Dato' Mah also served as a Commissioner in the Human Rights Commission of Malaysia (SUHAKAM) from April 2016 to April 2019. He continues to serve as a Commissioner for the term 2019 to 2022. In 2017, Dato' Mah was appointed Chairman of the Panel of the Human Rights Commission of Malaysia (Suhakam)'s Public Inquiry into the Enforced Disappearances of Pastor Raymond Koh and activist Amri Che Mat and in 2019, the Panel unanimously held that the Malaysian Police were responsible for the enforced

disappearances of Pastor Raymond Koh and Amri Che Mat. In 2019, Dato' Mah was appointed President of the Court for the Asian Human Rights Court Simulation (AHRCS) Taipei, in Republic of China (Taiwan) in the appeal against the conviction and the death sentence of Chiou Ho -Shun for murder. Dato' Mah was appointed a Member of the Institutional Reforms Committee (IRC) by the Prime Minister of Malaysia after the 14th General Elections of Malaysia in May 2018, to make recommendations for institutional reforms in the country. Dato' Mah is currently serving as a member of the Special Committee set up by the Minister in Charge of Legal Affairs on the proposed abolition of the mandatory death penalty in Malaysia.

Lawyers and Case Counsels

Andrew Chiew

Andrew is a partner in Messas Lee Hishammuddin Allen & Gledhill. Andrew has notable experience in the areas of banker's liability, civil fraud, corporate insolvency and restructuring as well as money laundering. He acts for various financial institutions on financing obligations and security enforcement, involving conventional and Islamic financing, and asset recovery. His experience in corporate and commercial disputes covers various business sectors, including energy, hospitality, logistics and plantation. He also acts for corporations on matters concerning fraud. Clients described him as a "sharp, skillful, knowledgeable articulator" and, someone "who knows his work and produces really good arguments". Andrew is a ranked practitioner by Chambers & Partners and Benchmark Litigation. He is a contributor for a number of practitioners' guide, which includes the Law & Practice of Corporate Insolvency in Malaysia. He also frequently speaks, locally and overseas, on matters relating to his areas of practice. Andrew is also a member of the Malaysian Bar Council's Advocacy Training Committee. He conducts advocacy training around Malaysia. He has also conducted advocacy training in Australia, Ireland, United Kingdom, Singapore and South Africa.

Andrew Teh

Andrew is a barrister-at-law from Gray's Inn, England and was admitted to the Malaysian Bar in 1992. He is currently a partner and Head of Litigation at Wong Lu Peen & Tunku Alina, a KL-based law firm. Andrew's principal practice area is in civil litigation, with an emphasis in banking and insurance law. Andrew was Deputy Chairman of the Court Liaison Sub-Committee of the Kuala Lumpur Bar Committee from 2007-2008 and prior to that, had served in the sub-committee for legal aid for several terms. He is a member of the Insolvency Practitioners Association of Malaysia. In July 2018, Andrew was appointed as a judge for the Srata Management Tribunal for a term of 3 years by the Minister of Housing and Local Government. Andrew was most recently reported in the Federal Court decision in *Dubon Berhad v Wisma Cosway Management Corporation* [2020] MLJU 613.

Andrew Khoo

Andrew Khoo graduated from King's College London in law and history and philosophy of religion and, after working on a relief and rehabilitation programme for internally displaced persons in northern Uganda, was called to the Bar of England and Wales in November 1991 and the Bar of the High Court of Malaya in Malaysia in May 1995. He has been in active legal practice in Kuala Lumpur, Malaysia for 25 years. He has represented the Malaysian Human Rights Commission (SUHAKAM), the Malaysian Bar, the Council of Churches Malaysia, the Diocese of West Malaysia and the Bible Society of Malaysia in watching briefs before the Federal Court, Court of Appeal and the High Court in cases involving election petitions, constituency redelineation, child custody, citizenship and freedom of religion. He has also appeared as observer counsel before several SUHAKAM public inquiries, including the most recent one on the enforced disappearance of 3 Christian pastors and one Muslim NGO activist. He has briefed Members of the Malaysian Parliament on the abolition of the death penalty, deaths in police custody, the position of refugees and asylum seekers in Malaysia, the DNA Identification Bill, the Personal Data Protection Bill, the Penal Code (Amendment) Bill, the Security Offences (Special Measures) Bill, the Prevention of Terrorism Bill, the Prevention of Crime (Amendment and Extension) Bill, the Legal Profession (Amendment) Bill, the National Security Council Bill, the Dangerous Drugs (Amendment) Bill, and on accession to the International Criminal Court. He has spoken in parliamentary forums on proposed amendments to the University and University Colleges Act 1971, the United Nations Universal Periodic Review on Malaysia in 2009, 2013 and 2018, on the Trans Pacific Partnership Agreement, and on electoral, parliamentary and institutional reform. He gave evidence before the Parliamentary Select Committee on Electoral Reform, on behalf of the BERSIH 2.0 Steering Committee, of which he was a member from November 2010 until November 2013. He has also addressed various issues of human rights in Malaysia at the Human Rights Council and the United Nations High Commission for Refugees, both in Geneva, at the European Union in Brussels, as well as regionally and locally. He has acted as a consultant for SUHAKAM, the UN Malaysia Country Team Human Rights Theme Group, UNICEF Malaysia and UN Malaysia on human rights issues. His most recent assignments have been as a member of a seven-person Independent Peoples' Tribunal to consider allegations of forced organ harvesting of prisoners of conscience in China, and as a member of the Special Committee to study Alternatives to the Mandatory Death Penalty in Malaysia. He authored the chapter on Law and the Judiciary in the Annual SUARAM Report on Civil and Political Rights in Malaysia from 2006-2014 and 2016, and his articles have been published in *The New Straits Times*, *The Sun*, *Malaysiakini*, *The Nut Graph*, *Micah Mandate*, *the Wall Street Journal* and on the website and journal of the Malaysian Bar. Andrew enjoyed mootings whilst at university. He represented King's College London at the UK rounds of the Jessup International Law Moot Competition in his second year and was joint runner-up best speaker. During his Bar Finals year, he and his teammate represented Holborn Law Tutors at the Kesatuan Pelajar Undang-Undang Malaysia mootings competition in the UK and emerged champions.

Annou Xavier

Annou Xavier graduated from the London University and was admitted to the Honourable Society of Lincoln's Inn in 1996. He was later called to the Malaysian Bar in October 1997. Since then, he has been an active practitioner in a wide variety of commercial and civil disputes and litigation with many of his cases being reported in the Malayan Law Journal, Current law Journal (cljlaw.com) and All Malaysia Reports. He has conducted many seminars at the State Bars on topics relating to Digital Evidence and Citizenship. Annou has also been involved in some high profile human rights and constitutional law cases on child citizenship, religious conversion and aboriginal rights which have constantly being highlighted in the media sphere.

Albertus Aldio Primadi

Aldio is a Senior International Case Counsel at the Asian International Arbitration Centre, administering day-to-day international and domestic arbitration as well as adjudication cases management. During his early days at Universitas Gadjah Mada, Indonesia, Aldio enrolled to five international moot arbitration competitions: 2 Vis Moots in 2013 (Hong Kong) and 2016 (Vienna), FDI Moot in 2015 (Malibu), and 2 International Maritime Arbitration Moot in 2015 (Melbourne) and 2017 (Singapore). He was then appointed to become the National Administrator of the Indonesian National Rounds for the Philip C. Jessup International Moot Court Competition in 2017. He is one of the Moot Authors for the 14th and 13th Law Asia Moot Problem. As the Secretary-General of the AIAC Young Practitioners Group, Aldio initiated numerous youth capacity building programmes to impart knowledge on ADR in Malaysia and abroad. Prior to his term at the AIAC, he had undergone traineeship with Allen Overy Jakarta and CIETAC Hong Kong.

B Balakumar Balasundram

B Balakumar Balasundram graduated from University of Keele with Bachelors of Social Science in Law and Economics in 1988 and thereafter obtained the Certificate in Legal Practice in 1989. He chambered with Messrs. Choong Yik Son & Robiha for 3 months and completed the remaining period with Messrs. Azim, Ong & Krishnan. He was called to the Malaysian Bar in September 1990. Balakumar's area of practice encompasses but is not limited to advisory and litigation relating to both life and general insurance, reinsurance, Takaful Law and medico-legal practice. He is also a member of the Inter-Pacific Bar Association (IPBA), the Malaysian Insurance Institute (MII) and the Medico-Legal Society of Malaysia.

Bahari Yeow

With over 20 years' experience in the fields of Intellectual Property and litigation, Bahari built and headed a Legal 500 Tier 1 Intellectual Property, Technology, Media and Telecommunications team. Bahari also led his previous firm to debut on WTR 1000 as the Top IP Firm in Malaysia notwithstanding being a fresh entry, before joining Gan Partnership together with his teams. Bahari is ranked a Legal 500 Leading Individual. Legal 500 described him as "undoubtedly very knowledgeable in his field of practice — his commitment, passion and enthusiasm are commendable". Chambers Asia Pacific who ranks Bahari as a Ranked Lawyer described him as "often engaged by leading global and domestic brands on trade mark infringement cases", noted for his expertise in all types of IP litigation", "particularly hands-on and very conversant with IP matters in Malaysia," and "customer-centric approach and adaptability to economic changes". Due to his humble, approachable but solution driven personality, he was awarded Commended External Counsel of the Year by In-House Community. A natural-born litigator, Bahari brings with him years of litigation experience applied onto the field of Intellectual Property. Bahari and his teams advise on every aspect of Intellectual Property.

Chong Phow Yew

Chong was called to the Bar on 13/8/1988. He has been in active practice handling mainly civil and commercial litigation. He is married with 3 daughters. He holds an external honours degree in law from the University of London and a 2nd Upper Honours in the Certificate in Legal Practice and is presently the senior partner in the firm of Kamaruzaman Arif, Amran & Chong in Shah Alam. He is also a Commissioner For Oaths and a Notary Public.

Colin Andrew Pereira

Colin Andrew Pereira is the proprietor of Messrs Goh Wong Pereira. . He specializes in commercial disputes with an emphasis on shareholders and corporate disputes. In this respect, he has represented both, minority and majority shareholders in company disputes. Colin has also given numerous seminars in this area. Additionally, he has considerable experience in matters relating to personal and corporate insolvency, capital reduction and other applications under the Companies Act 2016. He has appeared in all level of courts in Malaysia and has conducted numerous trials in the High Court of Malaya as well as appeals in the Court of Appeal and Federal Court. He has also appeared in international arbitrations. Colin is a graduate of the University of Bristol and was admitted to the English Bar, as a member of the Honourable Society of Gray's Inn in 1992. He was subsequently admitted to the Malaysian Bar in 1993 and thereafter to the Singapore Bar in 1997. He is presently a member of the Malaysian Alliance of Corporate Directors, as well as the Malaysian Institute of Corporate Governance. He has also been appointed by the Chief Justice to serve on the Advocates and Solicitors Disciplinary Committee.

Dato' Nitin Nadkarni

Dato' Nitin Nadkarni heads the Energy, Projects & Infrastructure, and International Arbitration Practice Group in Lee Hishammuddin Allen & Gledhill. He primarily practices in international and domestic arbitration, with commercial litigation and other forms of dispute resolution as his residual practice. For over 3 decades, Nitin has been involved as counsel and arbitrator in over 150 arbitrations, many of which were of industry significance. Nitin has acted in wide-ranging, complex and multi-jurisdictional arbitrations under a variety of governing laws and rules, including those of ICC, SIAC, AIAC and LCIA. Having represented clients in both common and civil law jurisdictions, Nitin's arbitral experience spans across Europe, Asia and the MENA region. Nitin is a Fellow of the Chartered Institute of Arbitrator. Being registered on the panel of leading arbitral institutions, he regularly sits as arbitrator in a variety of matters. He is also the Chairman of the Arbitration Subcommittee of Bar Council Malaysia. Chambers Asia has since 2013 ranked Nitin as a Band 1 lawyer in construction disputes with a reputation for absolute thoroughness in his work. Most recently, Asialaw Profiles recognizes him as Elite Practitioner 2020 for Construction and Dispute Resolution. As an arbitrator, Legal 500 describes Nitin as "prolific". Being regarded as an authoritative figure within the Malaysian arbitration and construction law landscape, Nitin is often featured in international conferences and seminars, and regularly contributes to global publications on various arbitration-related issues.

Dato' W.S.W. Davidson

Dato' W.S.W. Davidson began his career in London in 1957 before serving as Crown Counsel and legal draughtsman in the Attorney General's Chambers, Hong Kong from 1960 to 1963. He has been in legal practice in Malaysia since 1964. He is currently Consultant with Azman Davidson & Co. He has over 50 years of legal practice appearing in High Courts in Hong Kong, Malaysia and Brunei and before the Privy Council in London. He is a Fellow of the Chartered Institute of Arbitrators, United Kingdom and Malaysian Institute of Arbitrators. He is also a Panel Member, of Kuala Lumpur Regional Centre for Arbitration and Singapore International Arbitration Center. He sits as arbitrator in international and domestic arbitrations. Dato' Davidson was the chief draftsman for the Bar Council's draft for the new Malaysian Arbitration Act and was Chairman of Bar Council sub-committee dealing with amendments to new Malaysian Arbitration Act.

Diana Rahman

Diana graduated with a Bachelor of Laws (Honours) from Multimedia University (MMU), Malaysia where she represented MMU in the International Humanitarian Law Moot in 2010. After gaining experience in the litigation field, Diana went on to complete her Master of Laws from the University of Malaya (UM) where she graduated with Distinction. As a Senior Case Counsel at the AIAC, Diana handles the administration of ADR cases encompassing arbitration, adjudication, mediation and domain disputes. In September 2019, she was appointed as the Secretary-General of the Asian Domain Name Dispute Resolution Centre (ADNDRC). Diana is also an Associate member of the Chartered Institute of Arbitrators (CIArb).

Farah Shuhadah Razali

Farah Shuhadah Razali is a partner in the Litigation practice group. She obtained her Bachelor of Laws Degree from Universiti Teknologi Mara and was admitted as an Advocate & Solicitor of the High Court of Malaya in 2008. Farah has experience in a wide range of commercial litigation including companies or corporate disputes involving shareholders and directors, winding-up disputes, contractual disputes and tortious claims. Whilst her area of special interest is defamation as well as public and administrative law, Farah also regularly renders advise and act for both local and international clients in matters involving land and tenancy disputes, probate and administrative disputes and various debt recovery and insolvency matters. Farah has appeared as co-counsel and counsel at all tiers of the Malaysian Courts and played a key role in many noteworthy cases in Malaysia which are reported in the law journals. Apart from Court appearances, Farah also has been involved in commercial arbitration under the Arbitration Act 2005 and mediation under the Conciliation / Mediation Rules of the Kuala Lumpur Regional Centre for Arbitration (KLRC).

Gabriel Daniel

Gabriel Daniel is a graduate of University of Malaya and an Advocate & Solicitor of the High Court of Malaya. He joined the legal fraternity and has been serving in various capacities for the past 25 years. Gabriel Daniel is currently a Senior Partner in a leading law firm in Kuala Lumpur and has wide experience in various areas including construction law, commercial and company disputes, insolvency practice, administrative law, arbitration and contractual disputes. He has appeared in several landmark cases in Malaysia relating to land, company and administrative law issues. Additionally, Gabriel Daniel regularly advises on corporate and commercial issues to both domestic and international clients.

Idza Hajar Ahmad Idzam

Idza graduated with an LL.B (Hons) from the UiTM and is currently practicing with Zul Rafique & Partners. Idza's area of practice includes defamation & media, corporate & commercial litigation, public & administrative law, clubs & unincorporated associations, land and general property, law regarding land acquisitions, banking law and arbitrations. Idza regularly appears in High Court and the Appellate Courts. Idza is a Recommended Lawyer in the Legal500 2019 Asia Pacific for Dispute Resolution and has also been named Future Star by Benchmark Litigation Asia Pacific 2019 and 2020. She has recently been named as Outstanding Lawyer 2020 for Client Service Excellence by Asialaw.

Irene Mira

Irene Mira is an International Case Counsel at the Asian International Arbitration (AIAC). She is a core member of the AIAC Young Practitioner Group's Investment Arbitration Committee, and is also an Assistant Editor at the Kluwer Arbitration Blog. Irene is an accredited tribunal secretary by the Hong Kong International Arbitration Centre. She obtained her LLM in Comparative and International Dispute Resolution from Queen Mary University of London. During her law studies, Irene participated in the Frankfurt Investment Arbitration Moot, the Philip C. Jessup International Law Moot, and the Willem C. Vis International Commercial Arbitration Moot.

Irwin Lo

Irwin Lo is a barrister of Middle Temple, United Kingdom in 2004 and was admitted to practice in Malaysia as an Advocate and Solicitor of the High Court of Malaya in 2006. His passion is in the practice of dispute resolution, which includes counselling clients on their legal conflicts and issues, strategising on the best possible resolution of a legal dispute, and advocating his clients' case in court. His litigation skills and competence have continued to result in engagements as counsel for trial and appellate court work at all tiers of the Malaysian Courts from a diverse range of clientele from the corporate world as well as individuals. His specialisation is in contractual, construction, corporate and commercial litigation; with his most interesting cases involving matters relating to shareholders' dispute, breach of directors' duties, and construction defects. As a complement to his litigation background, Irwin is also regularly tasked by his corporate clients to provide non-litigious corporate commercial advice. At present, Irwin is engaged as a long-term external legal advisor for several companies. Prior to setting up Lo Chambers, Irwin was a partner in a law firm overseeing the litigation department and acts as legal advisor for several listed companies in Malaysia. Irwin is a member of the Young Practitioners Group of Asian International Arbitration Centre (AIAC) and is also a licensed Adjudicator under the panel of the AIAC for construction disputes under the Construction Industry Payment and Adjudication Act 2012 (CIPAA) and a licensed Mediator under the panel of the Malaysian Mediation Centre (MMC).

Jamie Wong

Jamie has been engaged in active practice for over 10 years with a focus in corporate and commercial litigation. She founded Messrs Jamie Wong in 2014. Her clientele ranges from private individuals to public listed entities based locally and abroad. Upon completing the Bar Vocational Course at BPP Law School, London, Jamie was called to the English Bar by the Middle Temple in 2007. Before commencing her pupillage in the chambers of Ranjit Singh, she worked at international law firms, Simmons & Simmons, Hong Kong and Zaid Ibrahim & Co, Malaysia. Jamie believes that besides mastering various legal skills, lawyers are expected to constantly develop their interpersonal skills. The law slants more towards the arts and humanities rather than hard sciences, and applying it would require aspiring lawyers to demonstrate proficiency beyond their textbooks. Jamie has been engaged as both counsel and solicitor on separate occasions in the High Court and Appellate jurisdiction. She also leads a team of abled associates to conduct a wide range of litigation matters including those involved in alternative dispute resolutions. Through the sophisticated and dynamic culture of the Firm, Messrs Jamie Wong has gained recognition among its peers as well as in the legal sphere.

Jimmy Liew

Jimmy Liew graduated with an LL.B (Hons) degree from University of London in 1999. He obtained his Certificate of Legal Practice in 2000. He was admitted as an Advocate and Solicitor of the High Court of Malaya in August 2001. He was admitted as a Partner of Shearn Delamore & Co on 1st January 2010. His area of practice is in corporate and commercial dispute resolution. He acted in a wide range of disputes both in Court and in arbitration. He has also been involved in a wide range of disputes involving fraud and forgery, contentious probate and administration and landlord and tenant. He is also experienced in handling corporate restructuring, receivership, liquidation and administration matters and corporate crime.

Kamraj Nayagam

Kamraj read English Literature and Law at Trinity College, Cambridge, before being admitted to the Bar of England and Wales at Lincolns Inn, and has been in practice since 1996. Prior to joining MKP as a Partner on 1st January 2016, Kamraj was a Partner of two other large Kuala Lumpur-based corporate/commercial law firms for several years. Kamraj's areas of practice covers arbitration & alternative dispute resolution, construction & engineering contracts and corporate & commercial disputes. Kamraj possesses a wealth of experience both in terms of drafting and negotiating construction contracts and dispute resolution, in relation to which he has been involved in numerous litigation and arbitration matters in various courts and arbitral forum. Kamraj has been engaged in numerous corporate commercial arbitrations and disputes involving many multinational and public listed companies.

Kevin Prakash

Kevin was admitted to the Malaysian Bar in 1998. He is a partner at Messrs Mohanadass Partnership and has an active practice in dispute resolution in particular commercial, construction and engineering related litigation and arbitration. He was the President of the Malaysian Institute of Arbitrators for 2015/2017.

Lam Ko Luen

Ko Luen is a Partner of Messrs. Shook Lin & Bok [Est 1918] based in Kuala Lumpur, Malaysia. He heads the firm's International & Domestic Arbitration department, Building, Construction & Engineering department and Insurance department. He is a Fellow of the Chartered Institute of Arbitrators (UK) and the Malaysian Institute of Arbitrators, the latter where he held office as President from June 2013 to June 2015. Ko Luen appears as counsel in court, arbitration and adjudication hearings and also sits as an arbitrator and adjudicator. He is currently listed in the panel of arbitrators of the Asian International Arbitration Centre (AIAC), the Malaysian Institute of Arbitrators (MIArb), the South China International Economic and Trade Arbitration Commission (also known as Shenzhen Court of International Arbitration) (SCIA), the Korean Commercial Arbitration Board (KCAB) International and the Hainan International Arbitration Court. He is also listed in the panel of adjudicators of AIAC. Ko Luen is involved in some of the major cases involving international commercial arbitration, in particular where the designated seat of arbitration is Kuala Lumpur. Many of these cases are reported in the legal journals. He has also been rated in several publications

including Benchmark Litigation Asia-Pacific, Chambers & Partners Asia-Pacific, The Legal 500, Asialaw Profiles, IFLR1000 and Expert Guides – Construction & Real Estate (Construction) 2015.

Ling Thik Ping

Ling Thik Ping is the managing partner of Messrs Che Mokhtar & Ling. He graduated from Monash University with Bachelors in Economics (1983) and LL.B (1985) and was admitted as an Advocate & Solicitor of the High Court in Malaya in 1986. Since his admission, he has been in active practice principally in the areas of banking and general litigation, foreclosures, insolvency and arbitration. His other areas of practice include drafting various corporate and commercial agreements and general corporate advisory. He also advises on property development and re-development matters including planning laws, squatter's issues, joint ventures and statutory compliance. He is often invited by financial institutions to conduct trainings and seminars on conventional and Islamic banking, restructuring of facilities and enforcement proceedings and procedures.

Logan Sabapathy

Logan Sabapathy was admitted to the English Bar in 1985 and the Malayan Bar in 1986. He is also a member of the Singapore Law Society. He has been in active practice in West Malaysia since 1986 involving himself primarily in commercial and corporate related (including securities laws) litigation and arbitration. He practices under the name and style of Messrs Logan Sabapathy & Co., a firm based in Kuala Lumpur.

Michael C M Soo

Michael is currently the Managing Partner and is head of the IP and IT department of Shook Lin & Bok, one of the oldest and largest law firms in Malaysia. He obtained his LLB (Hons) from the University of London and is a Barrister-at-Law of Gray's Inn, England and Wales, and an advocate and solicitor of the High Court of Malaya and Supreme Court of Singapore. He is also a registered trade mark agent, patent agent, and industrial design agent. He was a past president of the Malaysia Intellectual Property Association (MIPA), and was the immediate past President of the Asian Patent Attorneys Association (APAA) (2012-2018), Malaysia Country Group, and has been a councilor of APAA for many years. He is currently a member of ExCom/AdCom of APAA Headquarters based in Japan. He was a member of the Copyright Law Review Ad-hoc Committee, under the Attorney General's Chambers, Malaysia, and is a member of the IP Committee, and was the deputy chair of Trade in Legal Services Committee ("TILS") of the Bar Council of Malaysia. He practises exclusively in all areas of IP law, with emphasis on enforcement and civil litigation, for over 35 years. He has appeared as lead counsel or co-counsel in a number of infringement and/or passing-off actions before the High Court, Court of Appeal and Federal Court (formerly known as the Supreme Court). He is a panelist of domain name dispute resolution administered by Kuala Lumpur Regional Centre for Arbitration and has adjudicated on domain name dispute cases. He is active in several international professional organizations including International Trademark Association (INTA), APAA and Inter-Pacific Bar Association (IPBA). He is currently the co-chair of IP Committee of IPBA. He was a former chair of

INTA, Asia Pacific Sub-Committee on Geographical Indications and was chair of INTA Enforcement Sub-Committee on Geographical Indications. He has presented papers on intellectual property law in domestic, regional and international seminars and conferences including IPBA, Commonwealth Law Association Annual Conference and World Intellectual Property Organization (WIPO). He lectured on copyright and design law for the Patent Agent Examination since its inception in 1997, and on intellectual property law at the Institute of Judicial and Legal Training (ILKAP), of the Prime Minister's Department, Malaysia. He regularly contributes articles and updates in IP publications. He was named one of the leading individuals under category of intellectual property by Legal 500 Asia Pacific; Asia IP Law; Leading Trade Mark Practitioners by Euromoney; PLC Lawyers and Chambers Asia respectively several times.

Nahendran Navaratnam

Nahendran is Senior Partner at Navaratnam Chambers. He is a graduate of Monash University, Australia and holds both a Bachelor of Science and Bachelor of Laws. Nahendran practices as a barrister and as an arbitrator specialising in commercial and administrative law disputes for private and public listed companies, financial institutions, multinational corporations and professional practices. He is especially familiar with technical issues in energy, telecommunications and oil and gas disputes as well as disputes involving industry regulation.

Ramesh Sathasivam

Ramesh is a Partner and the Co-Head of the Dispute Resolution and Arbitration Practice Group at KDJLaw. Ramesh joins Messrs Koh Dipendra Jeremiah Law with effect from 1 February 2020. For the last 24 years, Ramesh has established himself in the areas of banking litigation and insolvency as well as corporate restructuring where he has represented numerous financial institutions, including both local (conventional as well as Islamic) and oversea institutions. Ramesh's practice also includes commercial/contractual litigation, corporate litigation, employment litigation as well as international and domestic arbitration. He has extensive experience in securities-related enforcement matters and his experiences include representing the lenders as well as trustees in their claims against the issuers and obligors. In this respect, he is well versed in both Islamic as well as conventional issuances. He has throughout his practice also represented liquidators as well as receivers and managers in both non-contentious and contentious matters.

Rishwant Singh

Rishwant Singh is a partner in Messrs Cecil Abraham & Partners. He specialises in civil and commercial dispute resolution. He regularly appears before the High Court, Court of Appeal and Federal Court in commercial disputes; claims in contract and tort; privacy claims; land disputes; administrative and constitutional law matters; capital markets and securities disputes; claims in defamation and media; and competition and antitrust disputes. He has a broad client base, acting for both private clients, public bodies, public servants, public listed companies, multinational companies, Federal Ministers, Chief Ministers, Deputy Chief Ministers and Federal and State Governments. He has appeared in several landmark cases in Malaysia relating to the Labuan companies and the secrecy obligations imposed by the Labuan Companies Act 1990, the duties and liabilities of lead arrangers, facility agents and issue agents in respect of capital market transactions in CIMB Bank Malaysia Berhad v Maybank Trustees Bhd & 10 other appeals [2014] 3 MLJ 169; the territorial rights of the constituent States of Malaysia in so far as cash payments for the winning and saving of petroleum offshore Malaysia in the continental shelf is concerned; and the appropriate test for a case to be decided on a pure question of law in State Government of Kelantan v Petrolim Nasional Berhad [2014] 6 MLJ 31; the law of libel and malicious falsehood in respect of on-line publications and the use of hyper-links in StemLife Berhad v Bristol Myers Squibb (M) Sdn Bhd & Anor [2010] 3 CLJ 251. He has also appeared in Terengganu Forest Products Sdn Bhd v Cosco Container Lines Ltd & Anor and other applications [2011] 1 MLJ 25, which is the leading case in Malaysia on the applicable test before the Federal Court will grant leave to appeal in civil matters.

Robert Lazar

Robert was called to the Bar of the Honourable Society of the Middle Temple in 1979. Upon his return to Malaysia, Robert was admitted as an Advocate and Solicitor of the High Court of Malaya in 1980. He commenced his career with the Malaysian firm of Messrs. Shearn Delamore & Co. in their Litigation Department. He was made partner in 1984. He retired from Shearn Delamore in 2018 and joined Sreenevasan Young as Consultant. Currently his practice consists mainly of commercial and general litigation. From time to time he sits as arbitrator for commercial disputes. He is on the panel of arbitrators for the Asian International Arbitration Centre (AIAC).

Roger Chin

Roger Chin is a Partner in Chin Lau Wong & Partner, Sabah, Malaysia. He is a Barrister and Solicitor of the Supreme Court of Victoria, Australia and graduated with an LLB and Bcom from The University of Melbourne, Victoria, Australia. He is also a registered patent, trade mark and industrial design agent. He practices mainly in the fields of civil litigation and intellectual property.

Roger Chan

Roger is a senior advocate and solicitor in the High Court of Malaya with 29 years standing. Roger is very much involved in Human Rights and Environmental Law issues at the Bar. He is the Immediate Past-Vice President of the Malaysian Bar.

Salim Bashir Bhaskaran

Salim Bashir Bhaskaran is the President of the Malaysian Bar for the 2020/2021 term. He was formerly the Representative to the Bar Council (Selangor) for the terms 2014-2015, 2017/2018 and 2018/2019. He was also previously the Chairman of Selangor Bar in 2015 to 2017 and Deputy Chairman of the Criminal Law Committee of Bar Council from 2014/2015. Salim Bashir is currently the Co-Chairman of the Common Bar Course of the Bar Council. He was also the Co-Chairman of the Criminal Law Committee of the Bar Council from 2016/2020, Co-Chairman for AD Hoc Committee on Quality and Standards of the Bar Council from 2019/2020 and Co-Chairman for Reform of the Legal Sector of the Bar Council from 2019/2020. He is also a Member of Advocate and Solicitors Disciplinary Board. Salim Bashir is also sits on the Board of the Legal Profession Qualifying Board. He is also an Evaluator and Panel for new entrance Law Schools in Malaysia. He is also part-time law lecturer in UITM Shah Alam and he frequently undertakes lectureship in both local and international area in the field of Criminal Law. He was involved in many Notable Cases in all levels of Courts and recently conducted the infamous case of 'Kim Jong Nam' KLIA Murder.

S. Saravana Kumar

Saravana has appeared in benchmark litigations with a sizeable volume of wins in tax disputes. Praised for his ability to “think outside the box” and “innovative approach” in interpreting the law, Chambers Asia Pacific 2016 acknowledged Saravana for being “dynamic, efficient and helpful”. Meanwhile, Chambers Asia Pacific 2017 commented that clients have remarked, “His tax knowledge is very in-depth, and he is fast at responding.” Besides, Saravana has been recognised as one of the leading lawyers by Asialaw Profiles 2019 and has been named one of the 40 leading lawyers under 40 in Asia by Asian Legal Business. He was recently named as one of the top 100 lawyers in Malaysia by Asia Business Law Journal. Saravana is an Adjunct Professor with Universiti Tenaga Nasional (UNITEN) and chairs the Taxation Section of LAWASIA.

Selva Balan Sinnan

Selva graduated with LLB (Hons) from London University of London in 1992 and obtained Certificate in Legal Practice (CLP) in 1996. He has been a member of the Malaysian Bar and the Kuala Lumpur Bar Committee since 1997 a member of the Malaysian Bar and the Kuala Lumpur Bar Committee since 1997. He lectured students (A- Level and LLB Program) on Constitutional Law, Law of Contract, Law of Tort and Evidence and also Civil Procedure lectures and tutorials for the students pursuing the Certificate in Legal Practice (CLP). Selva is a litigation partner at Azman Joseph & Associates. He manages a portfolio of corporate and individual clients, deals with all aspects of litigation matters, reviews and drafts contracts, conducts general civil and criminal litigations up to appellate stage (Court of Appeal and Federal Court) and deals with matters relating to Industrial Relations at the Industrial Court.

Suganthi Singam

Suganthi graduated from the University of Manchester with a LL.B (Hons), a LL.M from the University of Malaya and also a Certificate of Legal Practice. She was first admitted to the Malaysian Bar in 1996 as an Advocate & Solicitor. Suganthi Singam has been a Partner of Shearn Delamore since 2005. Her areas of practice include Immigration (where she is the Head), and Employment and Administrative Law. Her area of expertise encompasses a diverse range of employment related legal issues and workplace strategic areas, addressing both contentious and non-contentious matters. In particular for newly incorporated companies and foreign investments in Malaysia she advises on the drafting of employment agreements, policies and handbooks. She also trains employers to manage misconduct issues, poor performance in employees, advises on issues relating to employee stock option schemes, share awards , prepares panel members for domestic inquiries and trains personnel on how to conduct domestic inquiries.

Susila Sithamparam

Ms Susila Sithamparam is a former President of the Industrial Court of Malaysia. She read law at the University of Malaya and graduated in 1979. She obtained a Master of Laws from the University of London in 1990. She was admitted as an Advocate and Solicitor of the High Court of Malaya in March 1979 and was in private practice for three months. She joined the Judicial and Legal Service of Malaysia in June 1979 and has served in several capacities until her retirement in September 2015. She has contributed several chapters on Company Law in Halsbury's Laws of Malaysia, Volume 13. She has presented papers at the Rule of Law conference organised by Lexis Nexis in September 2013 in Hong Kong; the 24th Lawasia conference in October 2011 in Seoul and the 7th Lawasia Labour Law conference in September 2010 in Hong Kong. She is empanelled as an Adjudicator, Arbitrator and Mediator with the Asian International Arbitration Centre. She is a member of the International Bar Association and a Fellow of the Chartered Institute of Arbitrators.

Tan Sixin

Sixin is a LLB (Hons) graduate from the University of the West of England, Bristol and was admitted as an Advocate and Solicitor of the High Court of Malaya on 29.11.2007. She is currently a Partner of Messrs Azim, TunkuFarik& Wong, Kuala Lumpur. Her area of practice is General Insurance and Takaful, Reinsurance and Re-Takaful Dispute Resolution. She is a member of LAWASIA and the International Bar Association (IBA), as well as a graduate member of the Malaysian Institute of Chartered Secretaries and Administrators (MAICSA). She is passionate about her practice and this has translated into numerous invitations to speak at events specially designed for insurance companies and law students. More recently, she authored the 2016 updates for the Malaysian Precedents and Forms (General Insurance and Takaful Chapters) and the 2017 and 2020 updates for Halsbury's Laws of Malaysia (General Insurance Chapters except marine insurance) in collaboration with LexisNexis Malaysia.

Thayananthan Baskaran

Thaya is a partner with Baskaran, Kuala Lumpur, and an associate member of Crown Office Chambers, London. Thaya's primary area of practice is construction law. He drafts various building and engineering contracts, advises on disputes arising from such contracts and appears as counsel to resolve these disputes. Thaya also sits as an adjudicator, arbitrator and mediator. Thaya was appointed as an adjudicator in the fifteenth statutory adjudication registered in Malaysia and now regularly sits as an adjudicator. Thaya is on the panel of several international arbitration centres and has been appointed as arbitrator in a variety of commercial disputes. Thaya also sits as a mediator in Kuala Lumpur and Singapore. Thaya is the author of *Arbitration in Malaysia: A Commentary on the Malaysian Arbitration Act* published by Kluwer Law International in 2019. The reviews say 'This book is outstanding, and I would recommend it to all in the arbitration community' Dr Cyril Chern in *Dispute Board Federation* (2020) and 'This book is both a valuable addition to the existing corpus of leading works on arbitration law and practice in Malaysia and an essential reference tool for arbitrators and practitioners alike' Robert Morgan in *Asian Dispute Review* (2020). Thaya was the Chair of the Chartered Institute of Arbitrators Malaysia Branch (2017-19) and the President of the Society of Construction Law Malaysia (2016-17). Thaya is recognized as an Arbitration Future Leader in *Who's Who Legal 2020*, which says he 'comes highly recommended for his impressive arbitration practice and has been involved as counsel in a variety of complex construction disputes'. Thaya is also ranked as a Litigation Star in *Benchmark Litigation 2020*. Thaya is described 'as the best example of the new wave of Asian practitioners who offer great talent and fresh ideas' in *Global Arbitration Review 2018*, which adds 'He is incredibly smart, agile and resourceful'.

Tatiana Polevshchikova

Tatiana is involved in the administration of international and domestic arbitrations, adjudications, mediations and domain name disputes. She also works on various projects relating to alternative dispute resolution policies, revision of the AIAC Arbitration Rules and co-chairs the AIAC Young Practitioners' Group. Tatiana is actively involved in knowledge dissemination and is one of the organisers of the annual Pre-Moot for the Willem C. Vis International Commercial Arbitration Moot. Before joining AIAC, Tatiana practiced for three years in Russia and obtained an LLM degree as a Fulbright Scholar in the US.

Tony Ng

Tony Ng is an International Case Counsel of the AIAC. He obtained his Bachelors of Law from Van Mildert College, Durham University in the UK and is admitted to the New York State Bar. Tony has worked with various arbitration boutiques in Paris, Vienna and Hamburg, focusing on both investment and commercial arbitration. He also has experience in shipping law and commercial litigation, having worked with a litigation boutique in Hong Kong. Additionally, he has obtained experience with the aviation finance department of a major international law firm in Hong Kong. At the AIAC, he has overseen dozens of arbitration and adjudication cases. Tony speaks English, French, Mandarin and Cantonese.

V. Vijakumar

V. Vijakumar graduated with a Bachelor of Laws (Hons) in 1984 at the University of London, United Kingdom and was called to the Bar of England & Wales in 1985 as an Utter Barrister of the Honourable Society of Middle Temple, London. He was later admitted as an Advocate & Solicitor of the High Court of Malaya in 1986. He is currently one of the firm's Senior Litigation Partners. His principal area of practice is in banking and commercial litigation including disputes in capital markets, receiverships, insolvency, scheme of arrangements and arbitration. He has advised and acted as Counsel for the Ministry of Finance's government debt agencies, such as Pengurusan Danaharta Nasional Berhad (between 1998 to 2008) and Prokhas Sdn Bhd (2008 until presently). He has also acted as Counsel in several arbitration matters involving some GLC clients. Other professional activities in which he is involved, include :- presently sitting as a member of the Disciplinary Committee, under the purview of the Malaysian "Advocates & Solicitors Disciplinary Board", namely to investigate and hear complaints made against members of the Malaysian Legal Profession, and acts as Chairman of the Committee on a permanent basis; Life member of the Malaysia chapter of the Middle Temple alumni.

Wong Hin Loong

Hin Loong started his legal career with Azman, Davidson & Co. in 2000. He became a partner in 2006. Hin Loong obtained his LLB (Hons) London in 1997 and thereafter the Certificate in Legal Practice in 1998. He was admitted as an Advocate & Solicitor of the High Court of Malaya in 2000. He is a certified Adjudicator and Mediator with the Asian International Arbitration Centre (AIAC)(formerly known as the KLRCA). Hin Loong is a Fellow of a number of institutions including the Chartered Institute of Arbitrators (CI Arb) and the Singapore Institute of Arbitrators (SI Arb). He is also currently an Executive Committee Member of the Inns of Court Malaysia. Hin Loong acts as counsel for a wide range of arbitration, adjudication and litigation matters at the High Court, Court of Appeal and Federal Court. He also sits as an adjudicator under the panel of AIAC and as an arbitrator.

Yee Mei Ken

Ken graduated with an LL.B (Hons) degree from University of Wales (Cardiff) and was admitted to the Honourable Society of Lincoln's Inn in 1997. He was later called to the Malaysian Bar in 1998. Ken has been a Partner of Shearn Delamore since 2005 and he is the Head of Shearn Delamore's China Desk. He is also a member of the IBA, IPBA and World Law Group. Ken's practice consists primarily of corporate litigation and family business feud, shareholders and directors' disputes, banking and insolvency litigation, winding-up proceeding, asset and debt recovery, commercial litigation and arbitration and he undertakes trial litigation at the High Court regularly as well as appearing as counsel at the appellate courts. He also frequently handles libel and defamation cases including online publication claims and often defends media and news publishers. He has conducted a globally unique market research and readership litigation and does pre-publication vetting. His practice also includes Regulatory Compliance & Enforcement and Private Wealth, Wills, Trust & Probate action. Ken is recognised as "Leaders in their Field" in Litigation by Chambers Asia Pacific and a "Leading Individual" in Dispute Resolution by The Legal 500 Asia-Pacific.

Gan Khong Aik

Gan Khong Aik graduated from the University of Malaya. Khong Aik is the Fellow of the Chartered Institute of Arbitrators, UK and a mediator with the Malaysian Mediation Centre. Throughout his practice since 1995, Khong Aik regularly acts as Counsel focusing on corporate governance and commercial disputes including property disputes, company restructuring & liquidation, insolvency, employment and industrial relations disputes with particular reference to restrictive covenants, protection of trade secrets and confidential information as well as defamation at all tiers of the Malaysian Courts and arbitration. Khong Aik is also an arbitrator of the International Arbitration Court in Ganjiang, China and an Adjunct Professor to the Shi Liang College of Law, University of Changzhou, Jiangsu China.

Tai Foong Lam

Tai Foong Lam graduated from the Queen Mary and Westfield College of the University of London with an LLB (Hons) degree in 1992. He was called to the Bar at Lincoln's Inn in 1993 and called to the Malaysian Bar in 1995. Foong Lam's main area of practice is intellectual property and is a recognized IP practitioner specialising in information technology (IT) and telecommunications. His clients in the field of telecommunications include many of the telecommunications companies in Malaysia. Since 2011 Legal 500 Asia Pacific recognised Foong Lam as one of the leading individuals in IT and Telecoms practice. Since 2013 Chambers Asia Pacific has ranked Foong Lam as one of Malaysian intellectual property litigator with special focus on information technology (IT) and telecommunications. Foong Lam has a wide-ranging experience in negotiating and drafting commercial agreements relating to intellectual property, telecommunications networks and services, information technology, outsourcing, e-commerce, e-banking, telecommunications, contract manufacturing, technology transfer, research and development, merchandising, franchising, licensing, provision of services, contract manufacture and distribution rights. Foong Lam also works with corporate lawyers on

corporate transactions involving intellectual property rights. In addition, Foong Lam has an active practice in IP litigation and enforcement of IP rights. He has been involved in several IP litigation cases which have been reported in Malaysian law journals. Foong Lam has been very active within the IP fraternity in Malaysia. At the international level, Foong Lam has been a member of the Bar Council IP Committee for many years, and is also the past president of the Malaysian chapter of the International Association for Protection of Intellectual Property (AIPPI), the world's leading non-governmental organization for research and formulation of policies and laws relating to the protection of intellectual property.

Goh Keng Tat

Keng Tat obtained his LL.B from the University of London in 1998 and thereafter obtained his Certificate in Legal Practice in 1999. He was admitted to the West Malaysian Bar in August, 2000. In 2006, Keng Tat was appointed as a dispute resolution partner with the firm of Messrs. MahWengKwai Seow & Megat until December 2009 when he left to establish the firm of Messrs. Goh Keng Tat & Co to focus on dispute resolution work, in particular, corporate commercial and civil litigation. His other areas of practice include matrimonial disputes and industrial relations. He has appeared at all levels in the West Malaysian Courts, leading trials and interlocutory applications in the both the High Court and leading appeals and motions in the Federal Court and in the Court of Appeal. In addition to leading matters which originate from his firm, he also appears as Counsel for various other law firms in the Appellate and High Courts of West Malaysia. Apart from dispute resolution work, Keng Tat has also been invited to provide lectures relating to procedure and ethics to government linked agencies including the Combined Armed Forces and the Royal Malaysian Navy and he has also lectured news agencies in respect of the laws of defamation.

Daniel Tan Chun Hao

Daniel is the proprietor of the law firm Messrs TAN CHUN HAO. He holds dual qualifications in both civil engineering and law, and is a practising lawyer. He was admitted to the Malaysian Bar in 1993. Daniel has over 18 years experience in the provision of contractual advice to local and international contractors and owners in the engineering and construction industries. He has been principally involved in arbitrations / dispute resolution, contract management and advisory services on a wide spectrum of projects. He acts as advocate in arbitrations. He is a Fellow of the Chartered Institute of Arbitrators and both panel arbitrator and accredited mediator with the Regional Centre for Arbitration Kuala Lumpur, and accredited mediator with the Construction Industry Development Board, Malaysia.

Karen Ng Gek Suan

Karen read law at the University of Northumbria, United Kingdom and graduated in 2004. She continued reading law and was conferred with Masters of Law in 2006. She was admitted as a Barrister-at-Law (Lincoln's Inn) in 2005 and called to the Malaysia Bar in 2007 and practised as a Foreign Lawyer in Singapore from 2010-2012. Karen is a Partner of Messrs. Azman, Davidson & Co, Malaysia, in the firm's Dispute Resolution Practice Group. She specialises in building and construction law and represents clients in contentious and non-contentious building and construction matters, in domestic and international settings. She appeared as counsel in Court, Arbitrations, Adjudications and Commission of Enquiry Proceedings. Karen is also the Past Deputy President of the MIArb (Jun 2017- Jun 2019). She is also a Fellow of the Malaysian Institute of Arbitrators (MIArb); Fellow of Singapore Institute of Arbitrators (SIArb); an accredited Adjudicator empanelled with the Asian International Arbitration Centre (AIAC); and an accredited Mediator empanelled with the Malaysia Mediation Centre (MMC). She also lectures in the Diploma in International Arbitration Course for Brickfields Asia College, Kuala Lumpur.

Michelle C.Y. Loi

Michelle C.Y. Loi has been a Partner of Shearn Delamore since January 2013. With more than 13 years of experience, Michelle's practice covers all areas of IP. She regularly attends the Court for matters involving patent, trademark, copyright and design infringements, passing off cases and breaches of confidential information across a wide spectrum of the industries including medical devices, food, movies, fashion, glove manufacturing, oil palm, ink jet cartridges, digital transmission systems and pharmaceutical products, and is involved in precedent-setting cases of the IP laws. She also represents clients in relation to the Malaysian Intellectual Property Office's opposition procedures and trademark prosecution proceedings as well as advises on domain name disputes. With respect to the non-contentious aspects of her practice, Michelle provides clients with legal advice on the Personal Data Protection Act, Food Act and Regulations, gaming regulations and franchising. She also advises on the IP and IT aspects of commercial transactions that include licensing and technology transfers as well as software and computer agreements. Michelle graduated from the University of London with a LL.B (Hons) and was called to the Malaysian Bar in August 2004. Michelle is the Vice-President of the Licensing Executives Society Malaysia (LESM). She is also a member of the International Bar Association (IBA), the Asian Patent Attorneys Association (APAA), a member of the IP committee (Bar Council) and serves in the Competition Committee of the International Chamber of Commerce (ICC) Malaysia.

Suaran Singh Sidhu

Mr. Suaran Singh Sidhu is the Head of Dispute Resolution and Technology, Media and Telecommunications (TMT) Practice Groups, and Co-Head of the Intellectual Property (IP) Practice Group at LAW Partnership, an associated firm of Harry Elias Partnership in Singapore and an Eversheds Sutherland relationship firm in Malaysia. Suaran is highly regarded for his expertise in litigation and had acted in several landmark cases in Malaysia. He recently won the case for one of the longest IP trials in Malaysia. Forming part of the trainers of the International Advocacy Training Council, under which the Malaysian Bar is an affiliate member, Suaran provides training for other lawyers on advocacy skills encompassing case analysis, drafting and using arguments, making oral submissions, cross-examining witnesses in trials, and putting forward a strong and persuasive case. Suaran is highly experienced in matters related to cybersecurity, information technology and personal data protection laws, and regularly advises on regulatory compliance issues, and the practices and policies in the Asia-Pacific region. At the Bar Council, he chaired and co-chaired several committees namely the Intellectual Property Committee, the Ad-Hoc Committee on Personal Data Protection, and the Information Technology Committee. He was also the Vice-President of the Future in Tech Committee and was involved in drafting the Malaysian Forum Code. He is a committee member of the Licensing Executives Society in Malaysia (LESM) and a member of the Malaysian Intellectual Property Association (MIPA). Suaran graduated from the University of London with a Bachelor of Laws (LLB) and subsequently, from the London School of Economics with a Master of Laws (LLM). Suaran is admitted as an Advocate and Solicitor in Malaysia since 1999 and is a Registered Foreign Lawyer in Singapore. Suaran is recognised by reputable legal directories such as Chambers and Asialaw, and actively gives talks, participates in forums and writes papers in his fields of expertise. Things that make his day: Suaran enjoys soaking up the world beyond his own and given any opportunity, he would pack his life in a bag, head off to the hills for a splash in the river or the beaches for a good sunburn or the skyscrapers for a good adventure in seeking out some roads less travelled. Food-hunting and making new friends would naturally be some tag-along items on his to-do list. Suaran will go to great lengths for a good cup of chai.

Shariffullah Majeed

Shariffullah graduated with an LLB (Hons) from the International Islamic University of Malaysia in 2008. The following year, he was admitted as an advocate and solicitor of the High Court of Malaya. Since commencing practice, he has gained significant experience in industrial relations. His clients range from multi-national corporations and government-linked companies to small and medium-sized enterprises. Shariffullah is a partner of Messas Lee Hishammuddin Allen & Gledhill. While his primary areas of practice are industrial relations and employment law, Shariffullah has also defended civil claims arising from employment contracts. He has also played a critical and encompassing role in aiding companies in fruitful mediations. Shariffullah works closely with several government-linked and multi-national companies and regularly engaged as a trainer for handling employment-related issues. He is also a regular speaker at the national Industrial Relations Law Conference.

GK Ganesan Kasinathan

GK Ganesan Kasinathan, or 'GK' as he is known at the Bar, is something of a maverick. His antecedents are fascinating as they are impressive. He has been an advocate and solicitor of the Malaysian Bar for over a quarter of a century. Hailing from a Tamil school in Seremban, Negeri Sembilan, he spent his formative years at Sekolah Dato' Sheik Ahmad. In 1976, after an open competition, he was accepted into the famed Royal Military College. At the end of his high school education, in 1979, he began his tertiary education at Universiti Kebangsaan Malaysia, and completed a degree in Nuclear Science. He was commissioned a second lieutenant in 1983; and upon his graduation, was promoted to the rank of captain. His love for the law drove him to read law even while he was serving the Armed Forces. In 1988 he was accepted into the University of Nottingham, UK, where he obtained his LL. B(Hons). On his return to Malaysia in 1992 he successfully completed the Certificate in Legal Practice. The now retired Federal Court judge, Datuk Seri Gopal Sri Ram then accepted him as a pupil. GK was called to the Bar in 1993 and served with Messrs Sri Ram & Co; before opening his own firm, Messrs. GK Ganesan. He completed the LL. M (Master of Laws) at Universiti Malaya in 2001, specialising in commercial law. In the year 2007 he represented the accused in various sedition and public offence trials in the HINDRAF cases. Numerous cases in which he has appeared as counsel at the appellate courts are published in the law journals. He specialises in international commercial arbitration and regularly appears as an appellate advocate at the Federal Court and the Court of Appeal.

Ravindran Shanmuganathan

Ravindran, having been called to the Malaysian Bar in 2000, is currently a partner at Sreenevasan Young, a commercial and corporate litigation set of chambers in Kuala Lumpur. He has been involved in many public interest cases during his years in practice, the more recent of which include acting for a Defendant in a suit brought by the Government of Malaysia against the Steering Committee members of Bersih 3.0 and acting for the Malaysian Bar in its judicial review application against the Attorney-General. Ravindran has contributed a chapter in Bullen & Leake & Jacob's Malaysian Precedents of Pleading.

Ravindra Kumar

Ravindra obtained his degree of Bachelor of Laws with Honours from the University of London in 1985 and the Certificate of Legal Practice issued by the Malaysian Qualifying Board in 1986. He was admitted as an Advocate and Solicitor of the High Court of Malaya in 1987 and thereafter practised in Kuala Lumpur handling litigation, principally in the areas of insurance, motor accidents and probate, before joining Raja, Darryl & Loh in December 1992. Ravindra became a partner on 1st October, 1999. His current practice is in dispute resolution and is focused on employment law and insurance. Ravindra served as the Chairman of Kuala Lumpur Bar Committee for 2007/2008 and 2008/2009, during which period he was also a member of the Malaysian Bar Council. He was also the Chairman of the Bar Council's Industrial Court Practice Committee for 2008/2009. Ravindra is a member of the Disciplinary Committee Panel appointed by the Advocates and Solicitors' Disciplinary Board under the the Legal Profession Act 1976.

Hj. Aznul Affendi Hj Hasan Basri

Hj Aznul is a partner in Messrs Aznul & Co, a boutique legal firm established in 1996. Graduated with a law degree (MA) from University of Cambridge in 1990 and is a member of the Honourable Society of Lincoln's Inn. His current practice includes commercial and corporate law, regulatory compliance, competition law and data protection. He has advised on the drafting of legislation relating to palm oil industry, ports, personal data protection, fish marketing industry, Fisherman's Associations, water industry and biofuel. In his spare time, he lectures in Administrative Law, Company Law and Corporate Administration in public universities.

H.R. Dipendra

Dipendra graduated with LLB (Hons) from University of London and LLM from London School of Economics. He was admitted to the Malaysian Bar in 2000. He is a Bar Council Committee Member (2017/2018). He was also the Honorary Secretary of Kuala Lumpur Bar Committee (2010-2011), Kuala Lumpur Bar Committee Representative to the Malaysian Bar Council (2010-2011), Chairman of the Kuala Lumpur Bar Committee (2013-2015) and Co-Chairperson - International Malaysian Law Conference 2016. is a Bar Council Committee Member (2017/2018). Dipendra is a Partner leading the Dispute Resolution Practice Group at KDJ-Law. Dipendra is well versed in civil litigation procedure and has vast experience in the various stages of dispute management in both Court and arbitration proceedings. He has advised clients on such diverse areas of law such as breach of contract, banking and finance, breach of directors' duties, fraud and negligence, insolvency litigation, shareholders dispute, libel and slander. Dipendra's expertise includes advisory work, drafting of pleadings and submissions, advocacy in the context of interlocutory hearings and trials before the Courts and arbitral tribunals as well as appeals before the appellate Courts, advising and taking conduct of enforcement actions including committal proceedings and other modes of execution. Dipendra has undertaken numerous successful briefs and continues to provide practical commercial advice and negotiate for settlement where appropriate.

Chelsea Pollard

Chelsea Pollard, International Case Counsel at the AIAC and member of the California State Bar (December 2018), graduated Cum Laude and Order of the Coif from Loyola Law School, Los Angeles. At the AIAC, she manages arbitration, including fast track arbitration, and adjudication cases and liaises with counsels and arbitrators to ensure procedural efficiency and provide assistance. This experience has allowed her the opportunity to assist with decisions on challenges to arbitrators, consolidations, and other various requests. She also has experience as a tribunal secretary. She is a member of the AIAC Standard Form of Building Contracts Team as well as on the organising committee for Asia ADR Week and the AIAC Pre-Moot and spearheaded the launch of both the AIAC Technology Expert Committee and ADR Online: An AIAC Webinar Series. She was appointed as the AIAC representative for the AIAC's Young Practitioner's Group's Commercial Arbitration Committee and elected as Co-Chair of the American Society of International Law's New Professionals Interest Group.

Azlan bin Abd Ro'ni

Azlan bin Abd Ro'ni hails from Penang and he obtained his law LL.B (Hons) degree from Universiti Teknologi MARA. Azlan served his pupillage at Messrs. Zaid Ibrahim & Co under the tutelage of Ms Peh Lee Kheng and he was called to the Bar in 2008 at the Kuala Lumpur High Court. Azlan has served in Petroliaam Nasional Berhad (Petronas) as Legal Counsel as well as in Malaysian Airlines System (MAS) as Senior Legal Counsel. He is currently the Managing Partner of Messrs. Roni & Co, a firm that practices civil matters and criminal defense advocacy, appellate matters, conveyancing, and Syariah practice. He also teaches in Universiti Teknologi MARA on the arts of Civil Trial and Advocacy. Azlan lives by 3 maxims: "The most important thing for a judge is -- (written) judgment."- Lord Patrick Devlin, "A victorious army wins its victory before seeking battle, an army destined for defeat fights in the hopes of winning." Sun Tzu. Chapter IV, and Measure twice, cut once. Azlan plays basketball in his free time.

Cindy Goh Joo Seong

Cindy is a graduate of International Islamic University of Malaysia with an Honours degree in law for both civil law and Islamic law. During her university days, Cindy participated in the Phillip C. Jessup International Law Moot Court Competition as well as won the Afro-Asia Moot Court Competition in India. Before joining legal practice, Cindy was attached to the international audit firm, KPMG. She is a now a Litigation Partner in CCA, one of the recommended law firms in Malaysia. Cindy has been consistently ranked as one of the leading individuals for IP in Chambers Asia Pacific and Legal 500. She has also been consistently mentioned in Asialaw & Practice as well as Managing IP.

Mohd Izral Khairy

Izral is a partner of Izral Partnership. Izral's main areas of practice are in insolvency and receivership, debt restructuring and schemes of arrangement, commercial fraud, defamation and infrastructure projects. He has acted on various contentious matters concerning the insolvency of public and private companies.

Noor Asima Osman

Noor Asima Osman graduated from the International Islamic University Malaysia (IIUM) with a LL.B (Hons) in 2000. Subsequently, she did her Masters in Air and Space Law at Leiden University, Netherlands in 2010. She joined the Malaysian Legal and Judiciary Services in 2000 and was posted to the Housing Loan Department of the Ministry of Finance as a Deputy Treasury Solicitor. In this assignment, she was doing civil litigation against the defaulters of the Government housing loans. For the period of 2001 – 2005 she served as a Federal Counsel, Advisory Division, Attorney General's Chambers (AGC). In this assignment, she was attached to the Privatisation Unit, dealing with negotiations and drafting of the Privatisation Agreements. In January 2005, she was appointed as a Legal Advisor for the National Space Agency, Ministry of Science, Technology and Innovation. In this assignment, she was involved in the Astronaut Programme, including negotiation with the Russian Government in sending our first astronaut to the International Space Station (ISS). In May 2007, she was appointed as a Senior Federal Counsel in the International Affairs Division, AGC. In this assignment,

she was attached to the Environment, Outer Space and Private International Law Unit, dealing with environment, outer Space and private international laws matters. In 2009, she pursued her Masters at Leiden University, Netherlands. She re-joined the AGC upon her return to Malaysia at the end of 2010. During this assignment, she was attached to two different Units in the International Affairs Division namely the International Trade Unit as well as the International Arbitration and Dispute Unit until she was appointed as the Head of Bilateral Trade, ASEAN and International Finance Unit in 2018, which is her current post. Her areas of expertise are international trade law matters, including those involving the WTO, ASEAN and free trade agreement negotiations.

Azroul Hisham Azulan

Mr. Azroul is a law graduate holder with an Honours degree [LLB(Hons)] from the International Islamic University of Malaysia in 2001. After graduation, he has undergone pupillage at Messrs. A.Azidin & Co and thereafter been admitted as an Advocate and Solicitor of the High Court of Malaya in 2002. He then joined the Judicial and Legal Service in 2002. He began his career as a Senior Assistant Registrar of the Federal Court in Kuala Lumpur for a year before he became a Magistrate in Petaling Jaya Magistrate Court from 2004-2007. Being in Judicial and Legal Service has given the opportunity for Mr. Azroul not only to serve in the Judicial Service, but also in the Legal Service. Hence in 2007, Mr. Azroul had been appointed as a Senior Federal Counsel in the Ministry of Energy, Water and Communications (“KTAK”) before KTAK has been changed to the Ministry of Energy, Green Technology and Water (KeTTHA) for four (4) years from 2007-2011. Subsequently, Mr. Azroul had been posted to the Advisory Division, Attorney General’s Chambers (“AGC”), Putrajaya also as a Senior Federal Counsel from 2011-2018. Thereafter in 2018, Mr. Azroul had been appointed as the Legal Advisor of the Ministry of Energy, Science, Technology, Environment & Climate Change (MESTECC) until 31 December 2019. At present, Mr. Azroul is attached as the Head of Unit of the International Crimes Matters in the International Affairs Division, AGC, Putrajaya.

Tieh Siaw Siong

Mr. Tieh Siaw Siong (or S S Tieh) is a practising Advocate and Solicitor of the High Court of Malaya, called to the Malaysian Bar on 18.12.1997. His areas of practice are civil and commercial litigation specialising mainly in cases involving companies winding-up, construction industry disputes, commercial and contractual claims as well as arbitration and strata management. He has served the Bar Council of Malaysia in some of its committees as well as its Compensation Fund Adjudication Panel. He still is one of its script markers of the Ethics Course Examination, having been one since 2010. He was one of the Ad Hoc panel solicitors of the Malaysian Bar representing the Bar at the High Court, Court of Appeal, Federal Court and Disciplinary Committees. He has served the Selangor Bar Committee ("SBC") as a committee member as well as a sub-committee member of some of its sub-committees. He was a member of the Disciplinary Committee of the Advocates' & Solicitors' Disciplinary Board ("ASDB") for approximately 6 years before being appointed on 16.06.2017 by the Chief Judge of Malaya as a sitting member of the ASDB for a 2-year term commencing 05.07.2017. Finally, he has presented 3 winding-up seminars at the SBC in 2009 (jointly), 2012 and 2015.

Dr. Wan Mohd Asnur bin Wan Jantan

Dr. Wan Mohd Asnur bin Wan Jantan is a Senior Federal Counsel at the Attorney General's Chambers, Malaysia. Throughout his legal service, he has been dealing with various matters on public and private international law. His areas of specialisation are among others, international economic law, including international dispute resolution, financial regulation, and Islamic finance. Dr. Asnur obtained his Ph.D from the University of Leeds, United Kingdom, an LL.M from the University of Pennsylvania Law School in the United States where he studied as J. William Fulbright Scholar, and an LL.B from the International Islamic University Malaysia. Dr. Asnur has been judging numerous international moot court competitions, including the White & Case International Round for the Phillip C. Jessup International Moot Court Competition, Oxford Price Media Law Moot, William C. Vis Moot, as well as the LawAsia Moot Court Competitions.

Wong Guo Bin

Guo Bin is a senior partner in Messrs Izral Partnership. Guo Bin has been a litigator for over two decades. His focus on solution-oriented methods is reinforced by his innate disposition for scrutiny and inquiry, manifesting itself in the high standards of client-care and effective advocacy that he sets for himself. His eye for detail & thoroughness in advising clients & preparing for cases makes him a sought-after counsel for various matters that require such high levels of scrutiny and care. Guo Bin's key practice areas in the firm are employment fraud, industrial relations & employment disputes, construction arbitration & adjudication, construction & engineering contract disputes, real estate & land acquisition disputes, as well as securities & share trading disputes.

Haliza Aini binti Dato Othman

Haliza Aini Othman serves as the Head of the International Affairs Division of the Attorney General's Chambers ("AGC") of Malaysia. Haliza has been involved in international trade and finance issues for some years, in light of growing participation by Malaysia in negotiating and concluding free trade agreements. Haliza started her career as a Legal Officer in the Department of Justice Malaysia in 1989 after graduating with a Diploma of Law from MARA Institute of Technology in 1984 and with an Advanced Diploma of Law from Universiti Teknologi Malaysia in 1988.

Brenndon Keith Soh

Brenndon graduated from the University of Leeds, with a Bachelor of Laws LLB (Hons) degree. He subsequently pursued the Bar Vocational Course at the Inns of Court School of Law, London. He was called as an Advocate to the High Court in Sabah and Sarawak in Kota Kinabalu in 2000. He was a practitioner focusing predominantly in the field of civil litigation as well as conveyancing before he was appointed as the Attorney General (AG) of Sabah in July 2020. Brenndon was also a former President of the Sabah Law Society.

Confirmation of Moot Judges received as at Thursday, 13 Aug 2020.

PARTICIPATING LAW SCHOOLS



TROPHIES OF LAWASIA MALAYSIAN NATIONAL ROUNDS

THE LAWASIA MALAYSIAN BAR CHALLENGE TROPHY

The LAWASIA Malaysian Bar Challenge Trophy projects the support of the Malaysian Bar Council in its efforts to promote mooting among law students. The Malaysian Bar Council has further endorsed the LAWASIA International Moot Competition (Malaysian National Rounds) as the national level Moot Competition as part of its commitment to encourage law students to learn fundamental skills such as public speaking and the ability to articulate one's thoughts and arguments which is a skill not often taught in the academic classroom.

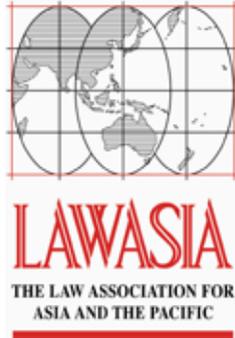
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The Best Mooter trophy is named after Mr Mah Weng Kwai, a past President of LAWASIA in recognition of his commitment to mooting and raising the standards of the LAWASIA International Moot competition to what you have witnessed at this Conference.

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ABOUT AIAC

The Asian International Arbitration Centre (AIAC) is a not-for-profit, non-governmental international arbitral institution that was established in 1978 under the auspices of the Asian-African Legal Consultative Organization (AALCO). It was the first centre of its kind to be established by the AALCO.

The AIAC operates as a multi-service international ADR hub with expertise in administering matters from various regions and acts as an alternative hearing venue for multiple institutions. Its network is comprised of an agglomeration of international practitioners, businesses, trade associations and stakeholders from various industries – and extends into state departments, government authorities and inter-regional organisations. The AIAC recently expanded into holistic dispute management and dispute avoidance as part of its extensive blueprint. As of May 2020, the AIAC's panel of dispute resolution professionals comprises of over 2,000+ panellists from more than 78 countries, wielding expertise from 30 various industries.

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ACKNOWLEDGEMENTS

The Chair of the LAWASIA Moot Standing Committee wishes to acknowledge the help and support as a Member of the LAWASIA Moot Standing Committee and the invaluable assistances of the following:-

- (1) Secretariat of the Asian International Arbitration Centre (AIAC)
- (2) James Jung, Director of Programmes of The College of Law

the following institutions and individuals :-

- (1) Yang Amat Arif Tan Sri Tengku Maimun Binti Tuan Mat, Chief Justice of Malaysia
- (2) Yang Berbahagia Tan Sri Dato' Sri Idrus bin Harun, Attorney General of Malaysia
- (3) Salim Bashir , President Malaysian Bar
- (4) the Student Volunteers from various University and College

the following Author of the Moot Problem from Asian International Arbitration Centre:-

- (1) Albertus Aldio Primadi, Senior International Case Counsel
- (2) Diana Rahman, Senior Case Counsel
- (3) Irene Mira, International Case Counsel
- (4) Tony Ng, International Case Counsel
- (5) Tatiana Polevshchikova, Deputy Head of Legal
- (6) Chelsea Pollard, International Case Counsel

the following members of the Moot Secretariat:-

- (1) Lai Mun Onn
- (2) Carol Lau Siew Fei
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- (4) Nicole Chee Meng Wai
- (5) Leong Peng Yew
- (6) Thoo Suet Mei
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And the generous support of our sponsors and the Moot Judges for sharing with us and the participants their knowledge, experience and most of all their time.

Thank you.

Raphael Tay

Chair

LAWASIA Moot Standing Committee

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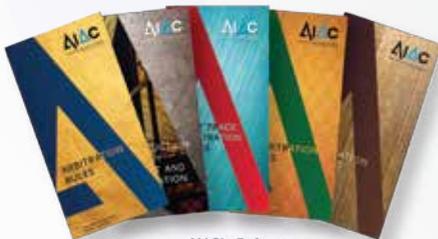


Backed by over forty years of experience, the Asian International Arbitration Centre ("AIAC") remains loyal to the heritage we have built under our old name (Kuala Lumpur Regional Centre for Arbitration). Following the 2018 rebranding, the AIAC continues its commitment to the international ADR ecosystem and its users by providing flexibility within our procedures, which allows users to tailor the dispute resolution processes and resolve a wide variety of domestic and international disputes at minimal cost. The AIAC administers arbitration, mediation, adjudication and domain name disputes focusing on continuous improvement of its products and services. Aside from disputes being resolved under the UNCITRAL Arbitration Rules, the AIAC assists in proceedings conducted under the following rules:

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The AIAC is privileged to be located at Bangunan Sulaiman, which is one of the most distinguishable British colonial buildings in Kuala Lumpur, Malaysia. Spanning across 16,450 sqm, Bangunan Sulaiman includes 24 hearing rooms, 12 breakout rooms, a business centre, a library, an auditorium and multiple dining areas. Recognised as a premier hearing centre with the potential to be the best outside the Peace Palace, Bangunan Sulaiman was named a National Heritage Site in Malaysia in 2018.



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As part of the AIAC's holistic dispute management initiative, the AIAC was the first arbitral institution in the world to launch a suite of Standard Form of Building Contracts ("SFCs"). The AIAC's SFCs balance the rights and obligations of all interested stakeholders and were the first standard form contract compliant with the Construction Industry Payment and Adjudication Act 2012. In addition to the AIAC SFCs, the AIAC annually hosts a Sports Month, which aims to promote awareness about sports law and suitability of ADR mechanisms for sport disputes. Moreover, the AIAC is also one of the four offices of the Asian Domain Name Dispute Resolution Centre ("ADNDRC") through which it provides domain name dispute resolution services under the Internet Corporation for Assigned Names and Numbers' Uniform Dispute Resolution Policy. Currently, the AIAC operates the Secretariat of the ADNDRC and Mr. Vinayak Pradhan is the Chairman of such. The AIAC is also authorised by the Malaysian Network Information Centre ("MYNIC Berhad") and the Brunei Darussalam Network Information Centre ("BNNIC") to administer .my and .bn domain name disputes. Finally, the AIAC constantly conducts roadshows and capacity building events to disseminate knowledge regarding such initiatives and ADR within Malaysia and abroad.





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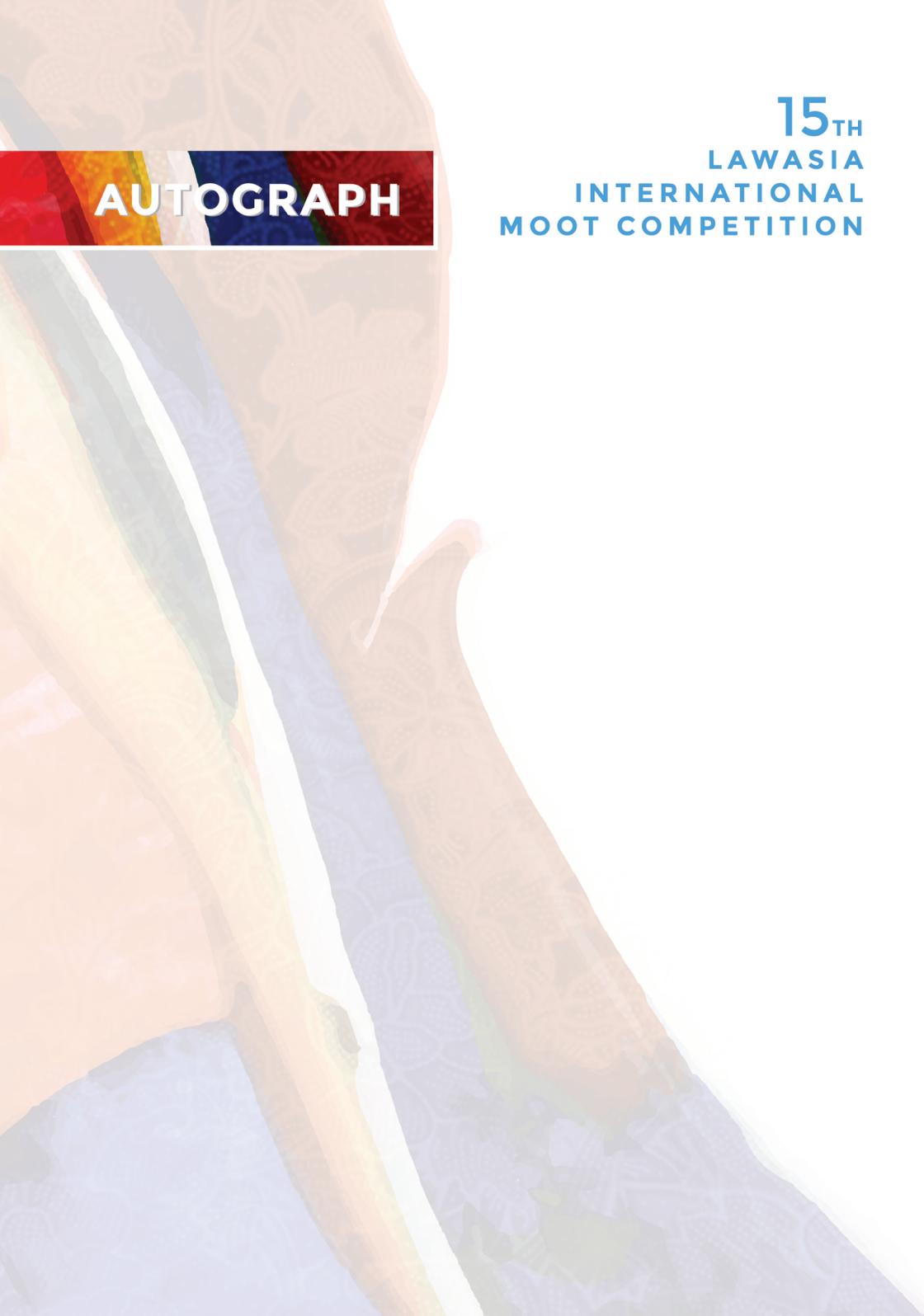


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