

# 16TH LAWASIA INTERNATIONAL MOOT COMPETITION

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NATIONAL ROUNDS, MALAYSIA  
10 - 12 SEPTEMBER 2021  
VIRTUAL MOOTS

**LAWASIA**  
*International Moot*



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## LAWASIA Design Philosophy

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The design for this year's programme cover symbolises hope and optimism. In the face of the pandemic, we shall not succumb, yield nor surrender. Whilst we may not be able to Meet, the Sharing and Learning continues!

The chosen patterns on the programme cover are inspired by cheese and dairy products being the Mongolian artisanal food and also the subject matter of the Moot Problem for the 16th LAWASIA Moot Competition.

The variety of patterns signify the global progressivism and multiculturalism that LAWASIA Moot strives to promote as we continue to **Meet** (*albeit virtually*), **Share + Learn**.

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.

### **About the 16<sup>th</sup> LAWASIA International Moot 2021**

It is with great pleasure that we, the LAWASIA International Moot Secretariat welcomes you all to the 16th anniversary of the LAWASIA International Moot Competition. A decade might not be very long time in the life of an organisation. However, during this short span, we have challenged the unchallenged and have travelled to various uncharted jurisdictions to deliver the LAWASIA International Moots along with the annual LAWASIA Conference. 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 Moots and our alumni come from approximately 60 law schools from 30 different jurisdictions.

On our 15<sup>th</sup> Moot Competition last year, in light of the global pandemic, the LAWASIA Moot Secretariat made the decision to bring the Competition to a virtual platform. Whilst we may not be able to Meet, the Sharing and Learning continues! 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. We look forward to seeing you virtually again this year!

## 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, 11<sup>th</sup>, 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



There is no surer way to lose the attention of a judge than by reading from a prepared script. Successful advocates are able to balance the competing interests of covering their entire case, and focusing on the areas which the judges require particular persuasion.

In other words, a good advocate is always on his feet making full use of his intuition and experience. In this sense, the work and cases are always different, requiring significant flexibility. As such, mooting is an excellent method to instil those virtues into students before their eventual step into the practice of law.

As a whole, the Malaysian Judiciary is not spared from the 'new normal' as the past year has been a harsh lesson in adaptation for all of us. We have, throughout the judicial hierarchy accelerated our efforts to digitalise court processes and transitioned to online hearings whenever possible to ensure access to justice for all.

No matter the kinds of turmoil and disruption caused by the Covid-19 pandemic, the Judiciary's priority has always been to minimise its impact on those in the legal profession and the public for it is precisely during times of uncertainty that they look to the judicial system as a source of stability.

Ergo, an online moot is no longer a convenient means to simulate physical courtroom advocacy. Online advocacy is advocacy in the 21st century. I foresee that virtual hearings will continue to play a key role in the administration of justice long into the future when hopefully the pandemic will have become a distant memory. So, cherish the experience that you are to gain in this competition.

Further, the moot problem this year centres on arbitration and so the LAWASIA moot also resembles modern legal practice in another respect. The Malaysian courts continue to recognise that arbitration is an efficient and autonomous alternative to litigation. To that effect, the Courts have affirmed their supervisory role by limiting judicial intervention to the narrow circumstances outlined by law. While the judicial system is evergreen in many respects, it is likely that your future will involve as much time before arbitral and other tribunals as it will in the courts.

To the Organising Committee and the Bar Council, congratulations on putting together this event despite the difficult circumstances. I wish everyone – especially the mooters – a warm welcome and good luck for the 16th LAWASIA International Moot Competition.

**The Right Honourable Tun Tengku Maimun binti Tuan Mat**  
Chief Justice of Malaysia

## MOOT PROBLEM 2021

### BACKGROUND FACTS

Dominic LeClerc is an elite jetsetter and the Chief Executive Officer of LeClerc & Co. – a prestigious and internationally renowned family-owned business headquartered in Lyon, France. LeClerc & Co. has three primary areas of specialism – hospitality and wine and cheese production.

Under the hospitality arm, LeClerc & Co. operates the 3-Michelin Star boutique restaurant – Le Cygne Dansant – which has won accolades for its Wednesday evening dégustation menu comprised of a global range of artisanal foods. Le Cygne Dansant has three branches in France – Bordeaux, Lyon and Paris – as well as 6 other successful branches in Amsterdam, London, Moscow, New York, Sydney and Tokyo.

The company's wine production business originates from the LeClerc family's centuries old vineyard in the Rhône Valley and also encompasses a cheese production business based in the Rhône-Alpes, both of which feature heavily in the artisanal foods featured at Le Cygne Dansant.

Following a long overdue trip to Singapore in the summer of 2017, Mr. LeClerc had developed a strong desire to expand LeClerc & Co.'s footprint in Asia. However, Mr. LeClerc was desirous of expanding LeClerc & Co. by focusing the company's efforts on the untapped potential in developing Asian economies as opposed to developed economies. Further, given LeClerc & Co.'s commitment to enhancing corporate social responsibility, Mr. LeClerc was also keen on using the new Asian-arm of LeClerc & Co. to provide educational scholarships to students from underprivileged backgrounds in Asia who were passionate about forging a career in the hospitality and wine making industries.

Luck seemed to have landed on Mr. LeClerc's lap when he made a business trip to Mongolia in the winter of 2018 after hearing rave reviews from his colleague about the high quality and tasty cheese made out of Mongolian yak milk. During his Mongolian adventure, Mr. LeClerc bumped into an old friend from Malaysia, Dato' Daniel Lee, who happened to go to business school with him at Northwestern University 15 years prior.

Dato' Daniel is the CEO of Malaysian Glory Berhad which operates a number of high-end, award-winning hotels and resorts throughout the Asia-Pacific Region, with Malaysia having the highest number of resorts and luxury boutique hotels in the Malaysian Glory Group. Each hotel in the Malaysian Glory Group houses at least three independent restaurants which feature a diverse range of Asian and international cuisines. However, over the past 24 months, a number of the restaurants housed in Malaysian Glory Group's hotels in major metropolitan cities across the Asia-Pacific region have broken their lease with Malaysian Glory Berhad after being poached by competitor hotel chains to set up shop under more competitive terms. This unexpected departure has had significant financial repercussions for the Malaysian Glory Group. As such, Dato' Daniel has been intently looking for an opportunity that would revitalise the culinary arm of the Malaysian Glory Group whilst boosting Malaysian Glory Berhad's overall profitability.

Whilst reminiscing about old times, Mr. LeClerc and Dato' Daniel casually started discussing that their companies should try collaborating with each other on a venture that would shake up the artisanal food market in the Asia-Pacific region. As such, they came up with a business plan which involved LeClerc & Co. and Malaysian Glory Berhad establishing an artisanal cheese manufacturing venture using Mongolian yak milk, and the distribution of such cheese across the Asia-Pacific region through Malaysian Glory Berhad's Asian network.

The artisanal cheese was envisaged to contain a special fusion of Eastern and Western flavours that results in a distinctive taste that cannot be obtained from similar products on the market. For this reason, Mr. LeClerc and Dato' Daniel agreed that the artisanal cheese product line, once established, should be called "The Hidden Gems of Asia".

Both Mr. LeClerc and Dato' Daniel Lee also intend to create a luxury boutique hotel in Kuala Lumpur with artisanal concepts (i.e. the use of artisanal toiletries and décor and the service of artisanal foods and beverages to customers) that would set it apart from its competitors in tourism and hospitalities industries, the profits of which would be used, in part, to fund the educational scholarships envisioned by Mr. LeClerc.





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5<sup>th</sup> October 2020

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 MALAYSIAN GLORY  
BERHAD (CLAIMANT) AND LECLERC&CO (RESPONDENT)**

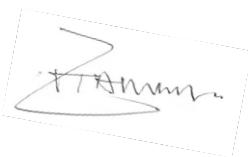
We write to commence arbitral proceedings pursuant to Rule 2 of the AIAC Arbitration Rules 2018. Please find the attached:

- (i) a copy of the Notice of Arbitration dated on 17th September 2020 (“NoA”) along with the proof of service upon the Respondent;
- (ii) a copy of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 which contains the arbitration agreement (cf. Article 13 of the Manufacturing Sale and Transportation Agreement);

- (iii) proof of payment of the non-refundable registration fee amounting to USD795.00.

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

Thank you.

A handwritten signature in black ink, appearing to read 'Zita Wu Wei', enclosed within a dashed rectangular border.A handwritten signature in black ink, appearing to read 'Ryan Uppland', written in a cursive style.

**ZITA WU WEI & RYAN UPPLAND**

Z&W&Z Associates

Representative of the Claimant

**cc.**

**LECLERC & CO**

31, rue de Pasteur, Lyon, Rhône-Alpes 69007, France

Attention: Mr. Amin Chausse [amin@lcc.fr]

Mr. Dominic LeClerc [dom@lcc.fr]



PARTNER  
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17<sup>th</sup> September 2020

**LECLERC & CO**  
31, rue de Pasteur  
Lyon, Rhône-Alpes 69007  
France

Attention: Mr. Amin Chausse [[amin@icc.fr](mailto:amin@icc.fr)] / Mr. Dominic LeClerc [[dom@icc.fr](mailto:dom@icc.fr)]

**Dear Sirs,**

Kindly be informed that we are representing Malaysian Glory Berhad, and we are commencing arbitral proceedings against your company pursuant to Article 13 of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 under the Asian International Arbitration Centre ("AIAC") Arbitration Rules 2018.

Please find enclosed our Notice of Arbitration dated 17<sup>th</sup> September 2020, along with its five (5) relevant attachments.

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

**ZITA WU WEI AND RYAN UPPLAND**

**Z&W&Z Associates**  
Representative of the Claimant



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

BETWEEN

**MALAYSIAN GLORY BERHAD**  
(CLAIMANT)

-AND-

**LECLERC & CO**  
(RESPONDENT)

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**NOTICE OF ARBITRATION**

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**Z&W&Z ASSOCIATES**

Unit 20-15, Tower 1, Avenue 3A, The Horizon  
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur

17<sup>th</sup> September 2020



## I. INTRODUCTION

1. This NoA, together with the Exhibits numbered CL-1 to CL-3, is submitted on behalf of Malaysian Glory Berhad (“**Claimant**”) pursuant to Article 13 of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 (“**MST Agreement**”) against LeClerc & Co (“**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) Factual background and 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 Parties’ contract and a brief description of the claim (III);
  - (d) Identification of the method of conducting arbitration proceedings and document production (IV);
  - (e) Identification of the Arbitration Agreement that is Invoked (V);
  - (f) The relief sought (VI).
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 MST Agreement.

## II. THE PARTIES

### A. CLAIMANT

4. The Claimant is a company based and registered in Malaysia with the registered business address at Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor Darul Ehsan, Malaysia. The Claimant operates a high-end hotel chain which has award-winning hotels throughout the Asia-Pacific Region, with Malaysia having the highest number of resorts and luxury boutique hotels in the MG Group – the collective term used for all the hotels in the chain. The Claimant’s CEO is Dato’ Daniel Lee.
5. The Claimant’s representative, to whom all correspondence should be addressed in this arbitration, is:

#### **Z&W&Z ASSOCIATES**

Unit 20-15, Tower 1, Avenue 3A  
 The Horizon  
 Jalan Kerinchi, Bangsar South  
 59200 Kuala Lumpur  
 Malaysia

Attention: Ms. Zita Wuwei [Email: [zita@zwz.com.my](mailto:zita@zwz.com.my)]  
 Mr. Ryan Uppland [Email: [ryan@zwz.com.my](mailto:ryan@zwz.com.my)]

B. RESPONDENT

6. The Respondent, LeClerc & Co., is family-owned hospitality, wine and cheese production business headquartered in Lyon, France with the registered business address at 31, rue de Pasteur, Lyon, Rhône-Alpes 69007, France. The majority shareholder and the CEO is Mr. Dominic LeClerc.
7. At this point in time, we are unaware of the Respondent's representative. However, all correspondence to the Respondent has been copied to the Respondent's General Counsel, Mr. Amin Chausse ([amin@lcc.fr](mailto:amin@lcc.fr)) as well as to Mr. LeClerc ([dom@lcc.fr](mailto:dom@lcc.fr)).

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

A. FACTUAL BACKGROUND

9. On 10th January 2019, the Parties entered into a Production & Sales Agreement ("**P&S Agreement**"). Pursuant to the P&S Agreement, the Parties were to collaboratively create a product line to be marketed as "**The Hidden Gems of Asia**" whereby 6 unique flavours of cheese, representative of 6 quintessential Asian flavours would be created using Mongolian Yak Milk as well as the Respondent's secret cheese-making recipe ("**Respondent's Secret Recipe**") and the Claimant's signature recipe for each of the identified Asian cuisines ("**Claimant's Signature Recipes**"). The P&S Agreement set out that The Hidden Gems of Asia artisanal cheese would be developed, sampled and distributed by the Parties for sole use in a new boutique hotel that the Parties had agreed to jointly establish pursuant to a separate agreement.
10. The identification and preliminary trial phase of the product line was to be completed within 5 months of the execution of the P&S Agreement. Thereafter, once the product line had been sampled and approved by the Claimant, the Respondent was required to transport, by air, 300 cheese wheels comprised of 4.0lbs of an equal selection of The Hidden Gems of Asia product line for the price of USD95.00 per unit by 15th June 2019. The Hidden Gems of Asia product line would initially be featured at the grand opening ceremony of Le Paradis Tropical ("**LPT**") – the new boutique hotel established by the Parties – on the condition that if the launch of the artisanal cheese is successful, the Claimant would have rights to the exclusive distributorship of The Hidden Gems of Asia product line in selected hotels and resorts in the MG Group.

11. Between January and May 2019, the Parties successfully completed their respective obligations pursuant to the identification and creation phase of the P&S Agreement whereby the following cheese flavours formed the inaugural The Hidden Gems of Asia product line:
  - Basking in Baingan;
  - Cheeky Cendol;
  - Fireball Kimchi;
  - Nuts about Peanut Candy;
  - Sizzling Sambal; and
  - Sunny Papaya Salad (collectively, the “Products”).
12. On 1<sup>st</sup> July 2019, LPT held a grand opening ceremony that attracted, most notably, millennials customers, diplomats and entrepreneurs. The Hidden Gems of Asia artisanal cheese was definitely the star of the show and was much loved by the customers. Since the opening ceremony and the launch of The Hidden Gems of Asia line, the artisanal cheese has been promoted widely by public personalities through social media platforms, such as Instagram, Tiktok and Live Reels, and has also received highly positive reviews on a number of food blogs. To maintain the uniqueness of and interest in The Hidden Gems of Asia artisanal cheese, the team at LPT has been serving the artisanal cheese on a limited basis, with a fortnightly by-invite-only degustation event which showcases samples of the hotel's latest mouth-watering creations using the artisanal cheese.
13. Following the success of The Hidden Gems of Asia launch and in accordance with the P&S Agreement, the Parties executed the MST Agreement on 16th October 2019, which, in effect, varied and superseded the P&S Agreement. Pursuant to the MST Agreement, the Respondent was required to sell, transport and deliver 80,000 semi-hard cheese wheels weighing 4.0lb each and representing an equal share of the Products (see **CL. EXHIBIT 1 – MST AGREEMENT**).
14. The Respondent's Secret Recipe required the Products to be aged for a period of at least 8 weeks with a maximum aging period of 12 weeks. Following the aging process, the Products would retain a shelf-life of 45 days, provided that they are kept in proper refrigeration conditions, and after being removed from the packaging, the Products needed to be consumed within 7 days. Due to the unique properties of the ingredients used to make the Products, the Respondent had advised the Claimant that Products which are aged beyond the 12-week period, especially at sub-optimal temperatures, would have a high chance of spoilage prior to unpackaging and consumption.

15. Pursuant to Clause 6(c) of the MST Agreement, the Products were to be delivered by the Respondent to the Claimant in batches of 4 shipment, as follows:
  - a. 1<sup>st</sup> Shipment – 20,000 units to be delivered by 5th January 2020;
  - b. 2<sup>nd</sup> Shipment – 20,000 units to be delivered by 5th March 2020;
  - c. 3<sup>rd</sup> Shipment – 20,000 units to be delivered by 5th May 2020; and
  - d. 4<sup>th</sup> Shipment – 20,000 units to be delivered by 5th July 2020.
16. The Parties had also agreed that the time of shipment, the Products must have been aged for at least 7.5 weeks to ensure that while in transit, the Products could age for a maximum of another 2 weeks to acquire optimal taste.
17. Clause 7 of the MST Agreement stipulated that the Products would be transported by the Respondent on Carriage Paid To (CPT) terms, subject to the agreed modifications by the Parties. Specifically, although the relevant clause makes reference to the “carriage” of the Products, the Parties had agreed that the Respondent’s financial liability for any carriage would be limited to export costs and the costs of engaging any logistics supplier to transport the Products – all other carriage costs, although initially payable by the Respondent, would be reimbursed by the Claimant in due course.
18. The 1<sup>st</sup> and 2<sup>nd</sup> shipments used the carrier “Easy A” to transport the goods and there were no issues. The 3<sup>rd</sup> shipment used the carrier “Afternoon Delight” due to heightened freight prices attributable to the COVID-19 pandemic. Immediately following receipt of the first three shipments, the Claimant distributed the Products to its hotel chains, as well as to other domestic and international artisanal food retailers. These included several high-end hotel groups with whom the Claimant has had ongoing supply agreements with.
19. At the time of the 4<sup>th</sup> shipment, the Respondent informed the Claimant that it had obtained 3 shipping quotes from the carriers Afternoon Delight, Kuljao Semsai and Pulau Lama and that Kuljao Semsai’s quote was the most competitive. The Claimant consequently agreed to accept Kuljao Semsai’s quote. In contravention of the Claimant’s instruction, the Respondent engaged Pulau Lama to transport the 4<sup>th</sup> shipment of the Products.
20. On 29th June 2020, the Claimant received an email from the Respondent, notifying the Claimant of an indefinite delay in the delivery of the 4<sup>th</sup> Shipment due to an unexpected incident on the shipping route. This was the first point in the Respondent informed the Claimant that the Products would be transported by Pulau Lama and not Kuljao Semsai as previously agreed. The Claimant considers the Respondent’s actions to be a gross breach of trust given that the Respondent had been expressly informed by the Claimant that it would not be agreeable to the transport of the Products by carriers such as Pulau Lama given that there were rumoured to be issues with the refrigeration plants on the ships owned by Pulau Lama (see **CL. EXHIBIT 2 – WITNESS STATEMENT OF KAIR RAMAN DATED 3RD SEPTEMBER 2020**).



21. On 30<sup>th</sup> June 2020, the Claimant requested the Respondent to confirm that the delay in delivery would not affect the quality of the Products, as this remains of utmost importance. The Respondent assured the Claimant of the same in its correspondence of even date.
22. On 23<sup>rd</sup> July 2020, the Claimant received a notification by the Food Safety and Quality Division of the Ministry of Health, Malaysia that the consignment contained in the 4<sup>th</sup> Shipment, which had arrived at Port Klang on 16<sup>th</sup> July 2020, had been detained and was found to be not in accordance with the Food Act 1983, and therefore, was unsafe for consumption. The Claimant was also notified that the consignment was subsequently disposed of by the authorities on 18<sup>th</sup> July 2020 pursuant to Section 4(11) of the Food Act 1983.
23. The disposal of the Products by the Ministry of Health had a devastating impact on the Claimant's reputation. Following the incident, the Claimant was required to reach out to its distribution network, both within Malaysia and in the wider Asia-Pacific region, to explain its inability to provide supply of the Products for the time being. To make matters worse, the Claimant had previously committed to deliver 20,000 wheels of the Products to the organisers of the KL Cheese-y Festival 2020 by 26<sup>th</sup> July 2020. The Claimant was looking forward to showcasing its range of artisanal cheese products to a group of artisanal retailers and hotel chains from other regions of Southeast Asia, for the opportunity to be selected as a potential exclusive supplier to these retailers and hotel chains and the opportunity to setup and operate an artisanal dining experience with each of these hotel chains, the estimated earnings of which approximated to USD3.3M per annum. This opportunity is now lost as a result of the unsuccessful delivery of the last shipment. Not only did the Claimant have had to apologise to the organisers, but a news article suggested that the Claimant was now blacklisted by KL's artisanal cheese community. It is thus clear that as a result of the Respondent's breach, the Claimant had not only suffered losses resulting thereof, but it had also incurred reputational harm, especially from the Claimant's distribution network and the artisanal food community.
24. By email dated 6<sup>th</sup> August 2020, the Claimant notified the Respondent that the delivery of the 4<sup>th</sup> shipment was not in conformity of the terms and conditions contained the MST Agreement, as the shipment was deemed spoil and unsafe for consumption upon arrival at Port Klang. The Claimant contended that this failure to deliver conforming goods amounted to a fundamental breach of the terms of the MST Agreement by the Respondent and enlivened the Claimant's right to avoid the MST Agreement as a whole for the breach.

B. LEGAL BASIS OF CLAIM

25. The Respondent has fundamentally breached the MST Agreement by failing to deliver the Products in conformity with the MST Agreement. Clause 4 of the MST Agreement clearly provides that the Products to be delivered to the Claimant must at all times be of excellent quality and safe to be consumed, in accordance with the requirements of the Food Act 1983, Food Regulations 1985 as well as the Regulations for the Importation of Milk and Milk Products into Malaysia issued by the Malaysian Department of Veterinary Services under the Ministry of Agriculture and Agro-Based Industries.
26. Clause 14 of the MST Agreement also provides that in delivering the Products, time is of the essence. The Respondent has clearly breached this Clause by the delay in completing delivery of the 4<sup>th</sup> shipment. The Claimant also wishes to point out that at that time, the Claimant was still willing to continue accepting the shipment even though there was delay, by relying on the Respondent's assurance that the delay would not affect the quality of the shipment.
27. As the Parties have expressly agreed to opt in to the CISG, as evident in Clause 16 of the MST Agreement, the Claimant is thus relying on the provisions thereof to exercise the right to avoidance. Specific reference is made to Article 35 of the CISG to support the Claimant's right of avoidance.
28. The Respondent's breach of the MST Agreement also amounts to a fundamental breach under Article 25 of the CISG, as the breach had resulted in such detriment to the Claimant as to substantially to deprive the Claimant of what it was entitled to expect under the MST Agreement.
29. As a result, the Claimant is entitled to exercise its right of avoidance pursuant to Article 49 of the CISG. The Parties have previously also contemplated that a fundamental breach of the contract would lead to a right of avoidance. The Claimant thus now seek the refund of the payment previously made to the Respondent under the MST Agreement.
30. The Claimant also contends that the predicament the Respondent found itself in at the time of the delivery of the 4<sup>th</sup> shipment was certainly foreseeable and avoidable as the Respondent had knowledge of Pulau Lama having issues with the transportation of temperature-sensitive goods and the Respondent failed to procure the Claimant's consent prior to procuring Pulau Lama's transportation services.

#### IV. IDENTIFICATION OF THE METHOD OF CONDUCTING ARBITRATION PROCEEDINGS AND DOCUMENTS PRODUCTION

##### A. The Arbitration Proceeding Shall be Conducted on a Documents-Only Basis

31. The Claimant proposes that the arbitration shall be conducted on a documents-only basis as clearly written in the MST Agreement signed by the Parties. The entire arbitration proceedings shall be based on the written submissions from the Parties. There is no legal basis or de facto necessity of having an oral hearing for cross-examinations or for the appearance of witnesses.
32. Article 12 of the MST Agreement clearly states that “The Parties further agree that where perishable goods are involved, the arbitration is to proceed on a documents-only basis...” This indicates that both Parties are fully aware of the application of the documents-only arbitration and had already waived their rights for oral hearings when the MST Agreement was signed.
33. Few weeks before signing the MST Agreement, on 27<sup>th</sup> September 2019, the Claimant's Head of Legal, Mr. Richard Chang, sent a revised P&S Agreement to the General Counsel of the Respondent, Mr. Amin Chausse. In this correspondence, the Claimant listed notable changes to the MST Agreement and reminded the Respondent that the dispute settlement shall proceed on a documents-only basis. It was further emphasised that since the dispute involves perishable goods, documents-only arbitration is the way to go to ensure efficiency and efficacy.
34. In his response on 10<sup>th</sup> October 2019, Mr. Chausse accepted the Claimant's proposed changes of the dispute resolution clause (see **CL. EXHIBIT 3 - Pre-contractual Communications between Malaysian Glory Berhad and LeClerc & Co**). Therefore, the Claimant believes that the Respondent is fully aware of the method of conducting the arbitration proceedings and the Parties have already agreed on the documents-only arbitration.
35. In addition to the MST Agreement, pursuant to Rule 6 of the AIAC Arbitration Rules 2018 (the “Rules”), the arbitral tribunal may conduct the arbitration in such manner as it deems appropriate. In the present case, the Products lying at the heart of the dispute are certainly perishable goods, which squarely falls within the default documents-only arbitration provision in the MST Agreement. Further, Article 17 of the Rules also specifies that the arbitral tribunal may “conduct the arbitration in such manner as it considers appropriate” and “to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the Parties’ dispute.” Consequentially, the Claimant considers the documents-only arbitration is both a time and cost-efficient form of arbitration that is most suitable for the present dispute, as it enables the tribunal to render the award in a shorter time-frame, thereby allowing the Claimant to more swiftly obtain its remedy.

36. The Claimant avers that the Respondent will not be absolved of its rights to present its arguments in a documents-only arbitration. The Claimant believes that the arbitral tribunal will ensure both parties are given an equal opportunity to present their case in such a proceeding. Moreover, the Claimant still welcomes any of the Respondent's witnesses and/or experts presenting evidence by way of submitting written statements, where necessary.
- B. Claimant's Request for Disclose the Respondent's Secret Recipe
37. The Claimant specifically requests that it is to be given full access to the Respondent's Secret Recipe and The Hidden Gems of Asia Recipes ("HGA Recipes").
38. During the product development stage under the P&S Agreement, the Claimant's culinary science experts had informed the Claimant that the composition of the Products was originally between 35-45% of the Respondent's Secret Recipe and 45-55% of the Claimant's Signature Recipes. In this regard, it is apparent that the Claimant's Signature Recipe plays a greater role in the creation of the Products than the Respondent's Secret Recipe.
39. At this juncture, the essence of the Claimant's Signature Recipes needs to be explained. The Claimant's Signature Recipes were the brainchild of Dato' Daniel who went as far as hiring culinary science experts to identify the parts of the Claimant's Signature Recipe that should be mixed with the Respondent's Secret Recipe for the artisanal cheese to acquire optimal taste. Most importantly, the Claimant's Signature Recipes also lay out the precise manufacturing and fermentation process of the Hidden Gems of Asia products. Dato' Daniel firmly believes that this fermentation process is the key to storage longevity of the fresh products – this is also something that Mr. LeClerc expressed to Dato' Daniel that he shared a conviction for.
40. Following the product development stage, the Claimant's culinary science experts had a project milestone debriefing with the Claimant's Management Team. During this meeting, the Claimant was informed that the Respondent's culinary experts had been experimenting with the Respondent's Secret Recipe and the Claimant's Signature Recipes to ascertain how the HGA Recipes could be modified to reduce the Respondent's production overheads in developing the Products. The Claimant's culinary experts claimed that 4 out of the 15 trials resulted in the rapid spoilage of the sample artisanal cheese within 8 or fewer weeks from the date of production, primarily due to non-adherence with the fermentation requirements of the Claimant's Signature Recipes.

41. Although the Claimant has been open with sharing its Signature Recipes with the Respondent, the Respondent, to date, has neither shared its Secret Recipe nor the final HGA Recipes with the Claimant. In fact, when broached on this issue, Mr. LeClerc had informed Dato' Daniel he did not want to "bring down the wrath of his grand-père by revealing a family secret." Out of respect for Mr. LeClerc's family values, Dato' Daniel did not press this issue any further.
42. Nonetheless, the Claimant now insists on gaining access to the Respondent's Secret Recipe and the HGA Recipes. This is because the Claimant highly suspects that a key driver behind the spoilage, and consequent disposal of the shipped products by the authorities on 20<sup>th</sup> July 2020, was attributable to the Respondent's serious alteration of the composition and measurements of the ingredients of the HGA Recipes, of which the Respondent's Secret Recipe forms an integral part, as well as non-adherence to the essential fermentation process that had been maintained in the Claimant's Signature Recipes for decades. This, in turn, would have accelerated the defects in the cheese due to the proliferation of yeast when the 4th shipment was delayed.
43. Further, the Claimant has recently been made aware that the Respondent is in the early stages of negotiations with an artisanal foods retailer in Singapore to produce and sell a line of artisanal cheese that is highly comparable to the Hidden Gems of Asia product line (see **CL. EXHIBIT 4 – BUSILEAKS POST ON TRENDY HENRY DATED 30TH AUGUST 2020**). This is in breach of the MST Agreement and the Respondent needs to be enjoined from taking any further steps in this regard.
44. The Claimant also requests the arbitral tribunal to implement the Prague Rules on the Efficient Conduct of Proceedings in International Arbitration ("Prague Rules") in keeping with the cost-efficient and time-saving procedures for documents-only arbitrations. The Claimant relies on Article 4.2(a) of the Prague Rules as it believes that the Respondent's Secret Recipe is "relevant and material to the outcome of the case". In anticipation of the Respondent's counterargument on this point, the Claimant requests the arbitral tribunal to draw an adverse inference pursuant to Article 10 of the Prague Rules, should the Respondent refuse to provide its Secret Recipe.

## V. IDENTIFICATION OF THE ARBITRATION AGREEMENT THAT IS INVOKED

### A. The Arbitration Clause

45. This arbitration is initiated pursuant to the arbitration agreement found at Article 13 of the MST Agreement, which is as follows:

***“Article 13. Dispute Resolution***

*Any dispute, controversy or claim arising out of or in connection with the interpretation of this Agreement between the Supplier and the Buyer, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Asian International Arbitration Centre in Kuala Lumpur, Malaysia. The seat of arbitration shall be Kuala Lumpur, Malaysia. The language to be used in the arbitral proceedings shall be English. All disputes shall be resolved by a panel of three (3) arbitrators, of whom one shall be appointed by each Party. The Presiding Arbitrator shall be appointed by the Director of the Asian International Arbitration Centre. The Parties further agree that where perishable goods are involved, the arbitration is to proceed on a documents-only basis, unless otherwise directed by the Arbitral Tribunal”.*

### B. The Seat of Arbitration

46. Pursuant to Article 13 of the MST Agreement, the seat of the arbitration is Kuala Lumpur, Malaysia.

### C. The Governing Law

47. Pursuant to Article 16 of the MST Agreement, it is governed by the laws of England as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### D. The Arbitral Tribunal

48. The Arbitral Tribunal shall consist of three arbitrators. Pursuant to Rule 4(5)(a) of the AIAC Arbitration Rules 2018, the Claimant hereby nominates the First Arbitrator:

**DATIN ZOHRA KHAN**

A Chambers

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

56000 Kuala Lumpur

[dzk@achambers.com](mailto:dzk@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 Respondent, 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

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

**VI. RELIEFS OR REMEDIES SOUGHT**

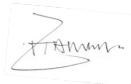
50. As a result, Claimant respectfully requests the Arbitral Tribunal to grant the following prayers for relief:

- (a) to declare that the Respondent fundamentally breached its contractual obligations under the MST Agreement;
- (b) to declare that the Claimant validly terminated the MST Agreement;
- (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 MST Agreement by the Respondent;
- (d) order that the arbitration shall proceed on a documents-only basis;
- (e) order that the Respondent disclose to the Claimant the Respondent's Secret Recipe and the HGA Recipe;
- (f) injunct the Respondent from continuing any negotiations with Trendy Henry; and
- (g) order the Respondent to pay all costs of the arbitration, including the Claimant's representative's fees and expenses.

**VII. RESERVATION OF RIGHTS**

51. The Claimant reserves the right to supplement and modify the Claimant's claims and arguments set forth herein as well as to submit further documentations to support its positions during the course of the proceedings.

Respectfully submitted by



**Zita Wu Wei**  
Partner



**Ryan Uppland**  
Partner

**Z&W&Z ASSOCIATES**

Unit 20-15, Tower 1, Avenue 3A, The Horizon  
Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur  
Representative of the Claimant

**Exhibits to the NoA**

Title of the Exhibit	Exhibit number
Manufacturing, Sales and Transportation Agreement	CL. EXHIBIT 1
Witness Statement of Kair Raman dated 3rd September 2020	CL. EXHIBIT 2
Pre-Contractual Communications between Malaysian Glory Berhad and LeClerc & Co	CL. EXHIBIT 3
BusiLeaks post on Trendy Henry dated 30th August 2020	CL. EXHIBIT 4



## CL. EXHIBIT 1

### Manufacturing, Sale and Transportation Agreement

This Manufacturing, Sale and Transportation Agreement (the “Agreement”) is made as of the 16<sup>th</sup> day of October, 2019 (the “Effective Date”) by and between LeClerc & Co. (“Supplier”), with a business address at 31, rue de Pasteur, LYON, Rhône-Alpes 69007 France and Morning Glory Berhad (“Buyer”), located at Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor, Malaysia. Supplier and Buyer are referred to individually as a “Party” and collectively as the “Parties”.

This Agreement varies and supersedes the Production and Sale Agreement executed by the Parties on 10th January 2019, the key terms of which are found in Annexure A.

### RECITALS

**WHEREAS**, the Supplier is an internationally renowned food manufacturing and supply company operating within the hospitality and artisanal foods industries with a focus on wine and cheese production;

**WHEREAS**, the Buyer operates within the hospitality industry and manages a highly successful chain of hotels and resorts across the Asia-Pacific region with a culinary arm.

**WHEREAS**, the Parties have jointly established the luxury boutique hotel, Le Paradis Tropical, in Kuala Lumpur, Malaysia and a product line of artisanal cheese, The Hidden Gems of Asia (the “Brand”).

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants herein contained, and for good and sufficient consideration, the sufficiency of which is acknowledged by both Parties, the Parties hereby agree as follows:

#### 1. Subject Matter

Supplier shall manufacture and transport to Buyer 80,000 units of 4.0lb semi-hard cheese wheel made from Mongolian yak milk, representing an equal share of the products in the Brand - Basking in Baingan, Cheeky Cendol, Fireball Kimchi, Nuts about Peanut Candy, Sizzling Sambal and Sunny Papaya Salad (the “Products”) – in accordance with the terms and standards contained herein:

#### 2. Creative Rights over Products

The Products are the collaborative efforts of the Parties and any creative rights over the Products shall be shared equally by the Parties.

### **3. Distribution and Ownership of Products.**

Buyer has exclusive distribution rights to the Products produced by Supplier for a period of 2 years from the date of this Agreement. Supplier's sale, re-sale or distribution to any entity other than Buyer, including, without limitation, distribution or purported distribution to retailers or other distributors or sub-distributors during this period, will be prohibited, unless made pursuant to a specific written agreement between Buyer and Supplier.

The foregoing shall not affect the Supplier's exclusive rights over the control, possession and ownership of the secret recipe used to manufacture the Products.

### **4. Standards.**

- a. All Products and Product supplies, including raw materials, ingredients, processing aids, incidental additives, and packaging materials:
  - i. shall be manufactured, packaged, stored, and shipped under sanitary conditions and in strict compliance with all international rules, regulations and guidelines;
  - ii. shall comply with the terms of this Agreement;
  - iii. shall be manufactured, packaged, stored, and shipped in accordance with the Regulations for the Importation of Milk and Milk Products into Malaysia; and
  - iv. as of the delivery date, shall be wholesome, merchantable, fit for their intended purpose and fit for human consumption. All finished Product shall be adequate for shipping and storage.
- b. Supplier shall manufacture, produce and package the Products at its facilities at 31, rue de Pasteur, LYON, Rhône-Alpes 69007 France (the "Manufacturing Plant") and shall notify the Buyer immediately if there are any changes thereto.

### **5. Payment.**

Supplier will be paid \$50.00 per unit for the number of units specified in each Purchase Order. Payment shall be made within 10 days from receiving an invoice from Supplier.

### **6. Shipment and Delivery.**

- a. The Products will be delivered by Supplier to Buyer via carriage by sea, unless the Parties otherwise agree and subject to Clause 7. The route for the carriage of the Products by sea shall utilise the Suez Canal to enhance the time and cost-effectiveness of the delivery, unless otherwise agreed.

- b. In arranging the shipment of the Products, the Parties herein agree to take the following steps:
  - i. Supplier will procure quotations on shipping costs from its logistics service partners, based on the type and quantum of goods to be transported, shipping mode, conditions, and the delivery deadlines;
  - ii. Supplier will provide the Buyer with the relevant quotations, for Buyer to indicate their preferred shipping mode and logistics service provider.
  - iii. Supplier to arrange for shipment based on the Buyer's instructions.
  - iv. Where unforeseen circumstances arise, the Supplier shall arrange for shipment on reasonable terms to ensure the Products are delivered in a timely manner to the Buyer.
- c. Delivery will be divided into four (4) shipment, as follows:
  - i. 1<sup>st</sup> Shipment – 20,000 units to be delivered by 5th January 2020
  - ii. 2<sup>nd</sup> Shipment – 20,000 units to be delivered by 5th March 2020
  - iii. 3<sup>rd</sup> Shipment – 20,000 units to be delivered by 5th May 2020; and
  - iv. 4<sup>th</sup> Shipment – 20,000 units to be delivered by 5th July 2020.
- d. In accordance with the advice of the Parties' culinary science experts, at the time of shipment, the Supplier shall ensure that the Products have aged for at least 7.5 weeks to ensure that while in transit, the Products can age for a further 2 weeks to acquire optimal taste.

## 7. Carriage Paid to Place (CPT)

The Parties herein agree that where sea transport is selected, the Supplier will pay for the carriage of goods up to the named place of destination. This includes all origin costs including export clearance and freight costs. Supplier will use commercially reasonable efforts to deliver the Products on the agreed-upon delivery dates and notify Buyer of any anticipated delays.

Without prejudice to the right of the Supplier to retain documents until payment of the Product is made effective, for deliveries CPT ownership of the Products together with all risks and all liabilities with respect thereto shall pass to the Buyer at the time the Products are handed to the carrier, at which point of delivery the Supplier's responsibility with respect to the Products shall cease; including but not limited to the risk of deterioration and/or evaporation of the Products so delivered.

Unless otherwise agreed by the Parties at a later date, the Buyer undertakes to reimburse the Supplier of all freight costs at a later date upon receipt of the Products as a gesture of goodwill.

**8. Acceptance.**

The Products delivered by Supplier will be inspected and tested by Buyer within 2 days of delivery. If the Products delivered do not comply with the specifications in Clause 3, Buyer has the right to reject the non-conforming Products. Products not rejected within 3 days of delivery will be deemed to be accepted by Buyer. In the event any Products do not comply with the specifications Clause 3 and are rejected by Buyer, Buyer may, at its option, \_\_\_\_\_ (Intentionally left blank).

**9. Termination.**

Buyer and Supplier may at any time by mutual consent decide to terminate this Agreement pursuant to written and delivered reasonable notice to the other party.

**10. Default.**

If either party should fail to perform its respective obligations under the terms of this Agreement, the other party will notify of the party that it is presumed to be in default and give reasonable recourse to cure the stated issue. The defaulting party will have the opportunity to cure the default within 5 days of notice by the other party.

**11. Notices.**

Any notice or communication under this Agreement must be in writing and sent via personal delivery, overnight courier service, or certified or registered mail and addressed to the to the address stated above or to another address as that party may subsequently designate by notice and shall be deemed served on the date of delivery.

**12. No Waiver.**

No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**13. Dispute Resolution.**

Any dispute, controversy or claim arising out of or in connection with the interpretation of this Agreement between the Supplier and the Buyer, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Asian International Arbitration Centre in Kuala Lumpur, Malaysia. The seat of arbitration shall be Kuala Lumpur, Malaysia. The language to be used in the arbitral proceedings shall be English. All disputes shall be resolved by a panel of three (3) arbitrators, of whom one shall be appointed by each Party. The Presiding Arbitrator shall be appointed by the Director of the Asian International Arbitration Centre. The Parties further agree that where perishable goods are involved insofar as the subject matter of the dispute is concerned, the arbitration is to proceed on a documents-only basis, unless otherwise directed by the Arbitral Tribunal.

**14. Time is of Essence.**

Time is of the essence of this Agreement and each of its terms.

**15. Reasonable Endeavours.**

The Parties to this Agreement shall use their reasonable endeavours, in relation to any matter or thing directly within their control, to bring about compliance with all the provisions of this Agreement.

**16. Governing Law.**

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of England, as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Date: 16<sup>th</sup> October 2019

*[signed]*



Signed by the Supplier  
**AMIN CHAUSSE**  
on behalf of LeClerc & Co

*[signed]*



Signed by the Buyer  
**RICHARD CHANG**  
on behalf of Morning Glory Berhad

Encl.

1. Annexure 1 – Key Terms of the Production & Sale Agreement

## ANNEXURE A

### Key Terms of the Production & Sale Agreement

The items below indicate the clauses of the Production & Sale Agreement that have been varied in the Manufacturing, Sale and Transportation Agreement.

Contract Date	10 <sup>th</sup> January 2019
Parties	<p><b>LeClerc &amp; Co.</b> 31, rue de Pasteur, LYON, Rhône-Alpes 69007 France</p> <p>AND</p> <p><b>Morning Glory Berhad</b> Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor, Malaysia (the “Parties”)</p>
Subject Matter (cl. 1)	Parties shall collaboratively identify, create, test and produce a line of six (6) artisanal cheese using Mongolian Yak milk, whereby each cheese product shall be representative of a quintessential Asian flavour (the “Product”)
Rights over Products (cl. 2)	Any rights, including rights of ownership, over the Products shall be shared equally by the Parties. A Party shall not in anyway deal with the Product without the informed consent of the other Party.
Product Development (cl. 3)	<p>The Product shall be developed by the Parties, within 5 months of the execution of this Agreement, in the following phases:</p> <p>(a) Phase 1 – perusal of Claimant’s signature recipe base to identify potential flavours that would be compatible with Mongolian Yak Milk;</p> <p>(b) Phase 2 – Culinary experts nominated by the Parties to test the Product recipe with reference to the Claimant’s identified signature recipes and the Respondent’s secret cheese-making recipe;</p> <p>(c) Phase 3 – Parties to sample products and make recommendations for improvements (if any); and</p>

	(d) Phase 4 – Final Product recipes to be transmitted to the Respondent for production and sale to the Claimant.
Payment (cl. 5)	LeClerc & Co. will be paid \$95.00 per unit for the number of units specified in the Purchase Order. Payment shall be made within 10 days from receiving an invoice from LeClerc & Co.
Shipping and Delivery (cl. 6)	LeClerc & Co. shall arrange for 300 units of the Product to be transported to Morning Glory Berhad by air to Kuala Lumpur International Airport by 15th June 2019. Each unit shall consist of a 4.0lb cheese wheel, whereby the 300 units shall reflect an equal share of each Product flavour.
Free Carrier Terms (cl. 7)	LeClerc & Co. shall effect the delivery of the Product to Morning Glory Berhad's designated point of destination on FCA terms as provided in the ICC Incoterms 2019.
Exclusive Distribution Option (cl. 17)	Upon the completion of this Production and Sale Agreement, the Parties may consider granting Morning Glory Berhad the right to the exclusive distribution of the Product across its chain of hotels and resorts. Such distribution rights shall be agreed within 4 months of the termination of the Production and Sale Agreement and shall be reflected in a modified agreement.



## **CL. EXHIBIT 2**

### **WITNESS STATEMENT OF KAIR RAMAN**

I, Kair Raman, am the Procurement Manager at Malaysian Glory Bhd (“MG”), located at Lot 84, Jalan Manis, Taman Mutiara, 53200 Cheras, Selangor, Malaysia, the Claimant in this matter. The facts in this statement come from my own personal knowledge.

1. Pertaining to the shipment of the cheese products (the “Goods”) under the Manufacturing, Sale and Transportation Agreement dated 16th October 2019 (“MST Agreement”), the usual process that is followed is that the Respondent would provide the Claimant with a minimum of three quotations obtained from the Respondent’s logistical carrier providers, for the Claimant’s considerations and subsequent agreement. This is important as the Parties had agreed that although the Goods would be transported by the Respondent on Carriage Paid To terms, the Parties had also agreed that the Claimant would reimburse the Respondent of the shipping costs following receipt of the Goods.
2. I am unaware of why the contractual terms are drafted this way, nor am I aware of the identity of the relevant legal personnels responsible for drafting the MST Agreement, but I believe that the Parties had agreed on this arrangement as the shipping costs may be too much for the Respondent to bear, owing to the fact that the shipment requires special requirements, ie. specific temperature-controlled settings, and hence, is more costly. Further, since the Claimant will ultimately be bearing the shipping costs, it is only right that the Claimant’s chosen carrier is selected.
3. With regards to the 4th and final shipment, the same process was followed, with the Respondent providing the Claimant with three (3) quotations, from the carriers Afternoon Delight, Kuljao Semsai and Pulau Lama. Upon conducting further checking and due diligence, the Claimant reverted to the Respondent and confirmed the Claimant’s selection of Kuljao Semsai as the chosen carrier for this final shipment.
4. The Claimant is aware that there have been several instances where complaints have been lodged against Pulau Lama and its related entities, in terms of shipping delays as well as other cargo issues, especially in terms of the shipment refrigeration. As our Goods are not only perishable Goods but also require optimal temperature-controlled settings at all times, the Claimant was unwilling to take any risk with the chosen carriers. I communicated this to Mr. Amin Chausse and Mr. Jean-Luc de la Folie of the Respondent’s office over a telephone conversation prior to the execution of the MST Agreement, both of whom confirmed that the Respondent would be wary of the same in words to the following effect:

KR: “Pulau Lama is really in a rough place right now. I am aware of at least 3 disputes they are involved in in South East Asia itself. There was also a scathing blog post a few days ago that accused Pulau Lama of negligence in the transportation of temperature-sensitive Goods by sea due to issues in Pulau Lama’s named ship’s refrigeration plant.”

AC: “Oh really, this is the first I am hearing of this.”

KR: “Yes, it is quite a shenanigans here. My friends who work at some of these companies that have received spoiled Goods are living a legal nightmare right now. Interestingly, the blog post alleges that all this chaos has been caused by an ongoing wage dispute which has meant that the engineering team on board the Pulau Lama ship has been short-staffed for quite some time. Obviously, this means that the Pulau Lama doesn’t have enough manpower to attend to each and every mechanical issue on the ship, so I am not surprised by the influx of claims. We really need to avoid having the cheese transported on these sort of vessels – after all, any spoilage would be detrimental to both our companies.”

AC: “I see, I see. We will see what we can do. Jean-Luc, please take note.”

JLF: “Certainly Monsieur Chausse, I will make a note.”

5. However, on 29<sup>th</sup> June 2020, I received a phone call from Ms. Madeline Beauregarde, the Respondent’s Head of Logistics, notifying us of an indefinite delay in the delivery of the 4<sup>th</sup> Shipment due to an unexpected incident on the shipping route. I was also shocked to note that the Respondent had in fact engaged Pulau Lama as the carrier and not Kuljao Semsai as selected by the Claimant. I immediately notified our CEO, Dato’ Daniel Lee, of the Respondent’s actions, which was done without the Claimant’s consent, but was informed by Dato’ Lee that so long as the Goods can arrive safe and sound, we should give the Respondent the benefit of the doubt and not to be hasty to find fault. Dato’ Lee also instructed me to clarify with the Respondent if the delay and the chosen carrier would affect the quality of the shipment, as this would be the Claimant’s main priority, since the KL Cheese-y Festival 2021 will be held very soon.
6. By email dated 30<sup>th</sup> June 2020, I requested Ms. Beauregarde to provide us with the Respondent’s confirmation that the delay in delivery would not affect the quality of the Goods, to which they replied in the affirmative. We were also provided with a report on the status of the shipment on a regular basis.

7. On 13<sup>th</sup> July 2021, three (3) days before the shipment is supposed to arrive in Port Klang, Malaysia, I was diagnosed positive with COVID-19. However, as I was asymptomatic at that time, I was ordered to undergo a 10-day quarantine at the Hospital Universiti Kebangsaan Malaysia, Cheras. At all times, Dato' Daniel and other members of the management team were aware of my condition and status.
8. On 16<sup>th</sup> July 2020, I received an email from Ms. Beauregarde confirming that the Goods had arrived in Malaysia. However, as the same would be subject to customs and food safety clearance, the Claimant would only be in a position to collect the same upon receipt of a confirmation of clearance by the authorities.
9. On 23<sup>rd</sup> July 2020, I received a notification from the Food Safety and Quality Division of the Ministry of Health, Malaysia that the Goods had been detained and were found to be not in accordance with the Food Act 1983 and were classified as being unsafe for consumption. To our horror, we were also notified that the consignment has been disposed of by the authorities on 18th July 2020 pursuant to Section 4(11) of the Food Act 1983.
10. In our view, the damage to the Goods was no doubt caused by the Respondent's selection of Pulau Lama as a carrier. The Respondent's actions were a gross breach of trust, given that the Respondent had been expressly informed by the Claimant that it would not be agreeable to the transport of the Goods by carriers such as Pulau Lama.
11. The Respondent further failed to notify us of their selection of Pulau Lama at the time the Goods left the originating port and further failed to even attempt to procure our consent to the same.
12. I further believe that the damage to the Goods was foreseeable by the Respondent and could have been avoided as the Respondent had knowledge of Pulau Lama having issues with the transportation of temperature-sensitive Goods.

13. As a result, the Respondent's failure to deliver conforming Goods amounted to a fundamental breach of the terms of the MST Agreement, thereby invoking the Claimant's rights to avoid the MST Agreement as whole.
14. I believe that the facts stated in this witness statement are true.

Dated: 3<sup>rd</sup> September 2020

*K. Raman*

**Kair Raman**  
**Procurement Manager**  
**MALAYSIAN GLORY BHD**

Lot 84, Jalan Manis,  
Taman Mutiara, 53200  
Cheras, Selangor, Malaysia



### CL. EXHIBIT 3

#### PRE-CONTRACTUAL COMMUNICATIONS BETWEEN MALAYSIAN GLORY BERHAD AND LECLERC&CO

**From:** Richard Chang <richard@mgb.com.my>  
**Sent:** Friday, 27<sup>th</sup> September, 2019 9:30 AM  
**To:** Amin Chausse <amin@lcc.fr>  
**Subject:** **Manufacturing, Sales and Transportation Agreement**

Dear Amin,

On behalf of Dato' Daniel Lee, we are pleased to send you our draft Manufacturing, Sales and Transportation (MST) Agreement.

Please kindly note that the main structure of the MST Agreement is mostly the same as the previous version that we signed last year. We would like to draw your attention to the following and seek your confirmation accordingly:

1. Please confirm the quantity of subject matter and payment method;
2. Please confirm the shipment and delivery as requested by you;
3. We suggest that the dispute settlement shall be proceed on a documents-only basis. As our goods are perishable, so this approach could the most effective dispute settlement solution according to our team's experience.

We look forward to hearing back from you.

Thank you.  
Best regards,

**Richard Chang**  
Head of Legal Department  
**MALAYSIAN GLORY BHD**  
Lot 84, Jalan Manis,  
Taman Mutiara, 53200  
Cheras, Selangor, Malaysia



**From:** Amin Chausse <amin@lcc.fr>  
**Sent:** Thursday, 10<sup>th</sup> October, 2019 9:30 PM  
**To:** Richard Chang <richard@mgb.com.my>  
**Subject:** **Re: Manufacturing, Sales and Transportation Agreement**

Dear Richard,

Happy to have received your proposed Manufacturing, Sales and Transportation (MST) Agreement on 27<sup>th</sup> September 2020.

We hereby confirm the quantity of our subject matter, the Mongolian Churpi Yak Cheese, and the payment method;

We also confirm to agree on the shipment and delivery provisions.

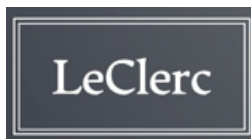
With regards to your proposal on the documents-only arbitration, after consulting with our CEO, Mr. LeClerc, we are agreeable with the proposed provision in the MST Agreement, in the event the amount in dispute is low.

Our side will sign the MST next week.

Merci,

Amin

**Amin Chausse**  
General Counsel  
**LeClerc & Co.**  
31, rue de Pasteur, LYON,  
Rhône-Alpes 69007  
France



## CL. EXHIBIT 4

### **BusiLeaks – Your Inside Source on the Latest Business Deals**

Posted 30<sup>th</sup> August 2020

Here's some food for thought for all our artisanal food lovers!

An inside source has informed BusiLeaks that discussions are presently underway between Singapore's leading luxury foods retailer, Trendy Henry, and LeClerc & Co., an internationally renowned artisanal wine and cheese producer in France, to establish a line of Asian artisanal delights that will be available for consumption and purchase at Trendy Henry stores around the country.

Our source has revealed that LeClerc & Co. intends to re-create the magic it recently weaved with its joint venture with Malaysian Glory Berhad to establish The Hidden Gems of Asia artisanal cheese range. This cheese range has been all the rage in the artisanal food market in the past 12 months, particularly in Malaysia, Singapore, and Thailand – a true feat in the midst of the pandemic!

At this point in time, it is not known whether LeClerc & Co. intends to break all ties with Malaysian Glory Berhad and set up a venture solely with Trendy Henry or whether there will be some other arrangement. Whatever the case may be, if LeClerc & Co. is to set up shop in Singapore, this will no doubt boost Singapore's positioning as an artisanal connoisseur.

*\*Unless required by the law, the identity of any of BusiLeaks' source shall remain confidential and BusiLeaks maintains its freedom of press.*

Please quote our reference when replying  
**Our Ref.: AIAC/INT/ADM-1999-2020**  
 12<sup>th</sup> October 2020

**Z&W&Z ASSOCIATES**

Unit 20-15, Tower 1, Avenue 3A, The Horizon  
 Jalan Kerinchi, Bangsar South,  
 59200 Kuala Lumpur  
 [Attn.: Zita Wu Wei & Ryan Uppland]

**LECLERC & CO**

31, rue de Pasteur,  
 Lyon, Rhône-Alpes 69007, France  
 [Attn: Amin Chausse & Dominic LeClerc]

Dear Sirs/Madams,

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY  
 BERHAD (CLAIMANT) AND LECLERC & CO (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 5th October 2020.

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 unquantified 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 **USD 20,000.00** is payable in equal shares by the Parties. The amount to be paid by the Parties is as follows:

Claimant :	<b>USD 10,000.00</b>
Respondent :	<b>USD 10,000.00</b>

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.



**By Email & Post**  
 (Email: [zita@zwz.com.my](mailto:zita@zwz.com.my)  
[ryan@zwz.com.my](mailto:ryan@zwz.com.my))

**By Email & Post**  
 (Email: [amin@icc.fr](mailto:amin@icc.fr)  
[dom@icc.fr](mailto:dom@icc.fr))



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. 10062393 and 10062394 for your reference.

Kindly remit the above-stated amount within 21 days by **2<sup>nd</sup> November 2020** and submit to us the proof of the remittance.

Thank you.

Yours faithfully,



**Diego Sulamazra**  
Senior International Case Counsel  
Email: [diego@aiac.world](mailto:diego@aiac.world)

**Your Ref. No.: Please Advise**  
**Our Ref. No.: ARB/2020/35**  
 30<sup>th</sup> October 2020



**Z&W&Z ASSOCIATES**

Unit 20-15, Tower 1, Avenue 3A, The Horizon  
 Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur  
 [Attn.: Zita Wu Wei & Ryan Uppland]  
 [email: [zita@zwz.com.my](mailto:zita@zwz.com.my); [ryan@zwz.com.my](mailto:ryan@zwz.com.my)]

**By Email & Post**

Dear Sir/Madam,

**RE: IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY  
 BERHAD (CLAIMANT) AND LECLERC & CO (RESPONDENT)**

We are instructed by our client, LeClerc & Co, 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,

*Aimée Delphine*  
*Managing Partner*

*Jan van Rotterdam*  
*Managing Partner*

**cc. ASIAN INTERNATIONAL ARBITRATION CENTRE (AIAC)**  
 Bangunan Sulaiman  
 Jalan Sultan Hishamuddin  
 50000 Kuala Lumpur  
 Malaysia  
 Attn: Diego Sulamazra, Senior International Case Counsel, AIAC  
 Ref. No.: AIAC/INT/ADM-1999-2020

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

ARBITRATION NO.: AIAC/INT/ADM-1999-2020

BETWEEN:

**MALAYSIAN GLORY BERHAD**  
(Claimant)

v.

**LECLERC & CO**  
(Respondent)

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**RESPONSE TO THE  
NOTICE OF ARBITRATION**

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**Arbitrage Victoire**  
3 Avenue de la Bourdonnais, 75007 Paris, France  
Representative of the Respondent

**30<sup>th</sup> October 2020**

## I. INTRODUCTION

1. This Response to the Claimant's Notice of Arbitration ("**Response to the NOA**"), is submitted together with RES. EXHIBIT 1 and 2, on behalf of the Respondent pursuant to the Article 4 of the AIAC Arbitration Rules 2018.
2. In this Response to the NOA, unless otherwise stated, the Respondent adopts the abbreviations used in the 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 to the NOA shall not be construed as an admission or concession by the Respondent of the allegation made.
4. The Response to the NOA 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 to the NOA contains information concerning the following:
  - i. The name, description and contact details of the Parties **(I)**;
  - ii. Respondent's arguments as to the Arbitral Tribunal's jurisdiction **(II)**;
  - iii. Respondent's arguments as to breach of contractual obligations **(III)**;
  - iv. Respondent's arguments as to the method of conducting arbitration proceedings and the disclosure of Respondent's Secret Recipe **(IV)**;
  - v. Respondent's position as to the relief sought by the Claimant and the relief sought by the Respondent **(V)**;
  - vi. Respondent's nomination of the second arbitrator **(VI)**;
  - vii. Confirmation of delivery of the Response to all other parties **(VII)**.

## II. THE PARTIES

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

### **Arbitrage Victoire**

3 Avenue de la Bourdonnais, 75007 Paris, France

Attn. to: Ms. Aimée Delphine  
 [Email: a.delphine@arbv.fr]  
 Mr. Jan van Rotterdam  
 [Email: j.rotterdam@arbv.fr]

### III. RESPONDENT'S ARGUMENTS AS TO THE BREACH OF CONTRACTUAL OBLIGATIONS

8. The Respondent disputes the contents of the Claimant's Notice of Arbitration dated 17<sup>th</sup> September 2020 in toto.
9. In the P&S Agreement, air transportation was the preferred mode of delivery for the Products. However, due to the shelf-life of the Products and the higher costs for the transportation of perishable goods by air, the Parties varied the mode of transportation to the carriage of goods by sea in the MST Agreement.
10. Although styled as an MST Agreement, the Claimant would have been aware from the outset that the "Transportation" function would be contracted out of the Respondent's control. This is because the Respondent is not ordinarily engaged in the business of shipping logistics – rather, its primary role is to manufacture and supply cheese-related products. For this purpose, the Respondent engages distribution partners who report to the Respondent to confirm transportation and delivery arrangements for the Respondent's various consignments [see **RS – EXHIBIT 1 – WITNESS STATEMENT OF MADELINE BEAUREGARDE DATED 25TH OCTOBER 2020**].

Pursuant to the MST Agreement, the Respondent had successfully completed the delivery of the 1st to 3rd shipment of the Products. Nevertheless, without prejudice to the Respondent's rights, the Respondent does not dispute the fact that there was a delay in the delivery of the 4th and final shipment of the Products. However, the reason for this delay was due to external factors beyond the Respondent's control.

11. With regards to the Claimant's allegation that the Respondent is responsible for the spoilage of the 4th shipment, the Respondent denies this and reiterates that the Respondent had taken all reasonable steps to ensure that the shipment was in conformity with the terms and requirements of the MST Agreement. Specifically, the Products had been packaged and shipped in a manner to ensure that their safety and quality were maintained throughout the shipping process. Each unit of the Products was specially wrapped in wax paper and neatly arranged in a specially designed non-bendable corrugated box; the boxes were thereafter placed in air-tight containers to ensure that the Products retained their shape and to also prevent any contamination throughout the shipping process. The air-tight containers were thereafter placed in refrigerated shipping containers for transportation by sea.
12. In arranging for the shipment of the Products, classified as perishables, the Respondent had also engaged a reputable logistics service provider – "Eastern Logistics King" – which has an international reputation and a specialisation in shipping perishable goods. The fact that the Respondent had incurred additional costs, that it was agreeable to bear, to deliver the Products to the

Claimant indicates that the Respondent, at all times, had checks and balances in place to ensure that the Products were delivered to the Claimant in a timely manner and were of merchantable quality upon delivery.

13. With respect to the 4th Shipment, Eastern Logistics King had provided the Respondent with three quotes for the shipments. The quotes were communicated to the Claimant and the Claimant agreed to go with Quote #FRT168 which was the most time and cost-effective and involved the Products being transported by Kuljao Semsai's named container ship.
14. Due to unforeseen circumstances, the Products could not be carried on the Kuljao Semsai as agreed. Mindful that time was of the essence and with reliance on Clause 6(b)(iv) of the MST Agreement, the Respondent engaged the services of Pulau Lama to deliver the Products to the Claimant on its named container ship – The Pulau Lama. Although the typical process necessitates that the Respondent seeks the Claimant's agreement on the carrier that would transport the Products, in this instance, the Respondent was running against time and The Pulau Lama was the only container ship that was available to ensure that the Products could reach the Claimant by the contracted delivery date [cf. **RS – EXHIBIT 1**].
15. Further, the Respondent was under no contractual obligation, in the MST Agreement or otherwise, to ensure that the shipment of the Products to the Claimant should not procure the services of The Pulau Lama.
16. On 23<sup>rd</sup> June 2020, The Pulau Lama left Marseille Fos Port, bound for Port Klang, Malaysia. Travelling at 24 knots (around 44.4km per hour), The Pulau Lama's supposed date of arrival was estimated to be on 4<sup>th</sup> July 2020. Unfortunately, on 26<sup>th</sup> June 2020, a large cargo ship called The Dowager Empress had unexpectedly overturned in the Suez Canal, thus blocking traffic from entering and exiting either end of the Canal. Due to the incident in the Suez Canal, the duration of The Pulau Lama's journey was delayed by 12 days.
17. The Respondent notified the Claimant of this anticipated delay immediately upon it being informed by Eastern Logistics King of the same. Throughout the 12-day period, the Respondent communicated the updates it received from Eastern Logistics King to the Claimant on how The Pulau Lama was managing its resources and the refrigeration of the goods being transported in light of the delay. These updates did not give the Respondent any cause for concern [cf. **RS – EXHIBIT 1**].
18. On 1<sup>st</sup> July 2020, the Respondent requested the Claimant to confirm still intended to accept delivery of the 4<sup>th</sup> shipment despite the delay. No response was received to this correspondence [cf. **RS – EXHIBIT 1**].

19. In this regard, the Respondent adhered to its obligations under the MST Agreement to take all reasonable endeavours to ensure the delivery of the Products to the Claimant. The fact that the Claimant alleges that a certain portion of the delivered Products were not of merchantable quality and the MST Agreement should be avoided due to the Respondent's alleged fundamental breach are untenable, given that the breach complained of was due to an impediment beyond the Respondent's control.
20. Nonetheless, on 6th August 2020, which was 21 days after the shipment had arrived to Port Klang, the Respondent received the Claimant's notice that the Products were not in conformity with the MST Agreement and that the Claimant intended to exercise its right of avoidance.
21. On 10<sup>th</sup> August 2020, the Respondent immediately offered the Claimant a fresh delivery of the 4th shipment at no cost to the Claimant. Although this would have resulted in costs and expenses of approximately USD300,000.00 to the Respondent, the Respondent was willing to cover the costs of the replacement batch as a token of goodwill and to sustain its relationship with the Claimant, as the damage to the Products was unforeseeable and unexpected. The Respondent had also initiated a separate claim against the owners of The Pulau Lama and was subsequently refunded the total shipping costs, but not for the value of the now spoiled-Products.
22. With respect to the legal arguments, the Respondent contends that the Claimant is not entitled to exercise the right of avoidance, as the breach by the Respondent does not amount to a fundamental breach under Article 25 of the CISG, as it was neither foreseen by the Respondent nor foreseeable by a reasonable person of the same kind in the same circumstances.
23. Further, the Respondent had offered to remedy the breach by exercising the right to cure under Article 48 of the CISG, as evident from the Respondent's offer to the Claimant dated 6<sup>th</sup> August 2020, which was ultimately rejected by the Claimant.
24. In any event, the Respondent was only notified of the lack of conformity by the Claimant 21 days after the shipment has arrived. Therefore, under Article 39 of the CISG, the Claimant has failed to give notice to the Respondent specifying the nature of the lack of conformity within a reasonable time, as the Parties have expressly agreed that time is of the essence in the MST Agreement.
25. The Respondent therefore seeks a declaration that there is no fundamental breach on the part of the Respondent and that the Claimant's claim be dismissed with costs.

#### IV. RESPONDENT'S ARGUMENTS AS TO THE METHOD OF CONDUCTING ARBITRATION PROCEEDINGS AND THE DISCLOSURE OF RESPONDENT'S SECRET RECIPE

26. In its NoA, the Claimant has proposed that the arbitration shall be conducted on a documents-only basis. The Respondent has both strong legal and factual grounds to ask for an oral hearing in this arbitration proceeding.
27. Firstly, Rule 6 of the AIAC Arbitration Rules 2018 (the "Rules") allows the arbitral tribunal to conduct the arbitration proceedings in the proper manner subject to the Parties' agreement. The Parties in this scenario have not reached an agreement on documents-only arbitration, so an oral hearing shall be held by default. Article 17.1 of the Rules mandates the arbitral tribunal to treat the Parties equally and give both sides a reasonable opportunity of presenting its case. In the present case, the Respondent believes that questioning the witnesses and inviting experts for examinations in an oral hearing are necessary and reasonable for examining the consequences of alleged damages. In addition to this, Article 17.3 of the Rules empowers the arbitral tribunal to hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral arguments, if one Party requests the same at an appropriate stage of the proceedings. Therefore, this provision further grants the rights of having an oral hearing to the Respondent.
28. Secondly, the Respondent disagrees with the Claimant that it has waived the right for oral hearings. In the email from Mr. Chausse to Mr. Chang on 10<sup>th</sup> October 2019 and in the internal emails of LeClerc & Co, the Respondent expressed that it only accepts documents-only arbitration when the amounts in dispute are small [See **CL. EXHIBIT 3 and RS – EXHIBIT 2 - INTERNAL EMAILS OF LECLERC & CO**]. This pre-contractual communication from the Respondent indicates the de facto intention of the Respondent for adopting documents-only arbitration to resolve low-to-mid value disputes. In the current scenario, the Parties are faced with a high value dispute. Whether there are benefits of conducting a documents-only arbitration obviously cannot outweigh the actual effect of an oral hearing.
29. Thirdly, the Claimant posits that a documents-only arbitration is both cost-and-time efficient. In this regard, even if the Claimant mentions that a physical oral hearing is costly, a virtual oral hearing may still be another option. The essential reason for the Respondent to request for an oral hearing is for the witnesses and the experts to appear before the arbitral tribunal so the real reasons behind the spoilage of the Products and the consequences thereof can be uncovered. Written submissions from witnesses and experts will not suffice to provide a full and active picture to the arbitral tribunal. Therefore, having an oral hearing is the only convincing way for the arbitral tribunal to make the reasoned conclusions in this arbitration.



30. The Respondent also objects to the Claimant's request that the Respondent be required to reveal its Secret Recipe, and consequently the final HGA Recipes. Indeed, the Respondent contends that the Claimant's allegations in this regard are frivolous and unfounded.
31. The cornerstone of the success of the Respondent's cheese production business is the LeClerc family's secret cheese-making recipe which produces cheese that holds its shape and melts in the mouth when consumed, leaving a rich and delectable aftertaste. The Respondent's Secret Recipe has been a well-kept secret in the LeClerc family for centuries and has been handed-down from generation to generation to the cheese makers in the family. The Respondent's Secret Recipe is certainly versatile and has been used by the Respondent since its establishment to produce a wide variety of traditional and artisanal cheese products, including flavoured cheeses.
32. It is normal practice in any production endeavour to identify how overheads can be reduced to lower costs and maximise profits. Just because the Respondent's culinary science experts experimented with the components of the HGA Recipes, this does not mean that the Respondent engaged in any form of deviant practice in the production of the Products.
33. Further, the MST Agreement is not the first occasion where the Respondent has worked with many other entities to develop an artisanal food product for market distribution. In all the Respondent's prior endeavours around the world, the Respondent has maintained that it would not disclose its Secret Recipe to the other entities, even if the products jointly developed required use of the Respondent's Secret Recipe. These entities have respected this wish with the acknowledgment that the Respondent's Secret Recipe is a trade secret. It must be noted here that Clause 3 of the MST Agreement grants the Respondent with "exclusive rights over the control, possession and ownership of the secret recipe used to manufacture the Products". As such, the Claimant's allegations and request for the disclosure of the Respondent's Secret Recipe and the HGA Recipes are without merit.
34. The Respondent further rebuts the Claimant's application of Article 4.2(a) and Article 10 of the Prague Rules for two reasons: 1) the subject matter of the dispute has no legal nexus or any other connection whatsoever to the Respondent's Secret Recipe; hence, it is of no relevance and is immaterial to the outcome of the case; and 2) the Respondent's position to not share its confidential Secret Recipe would not amount to a refusal of the arbitral tribunal's order, at that; rather, the Secret Recipe is protected as a trade secret hence shall not be subjected to the arbitral proceedings.

35. With respect to the Claimant's request for an injunction against the Respondent's ongoing discussions with Trendy Henry, the Respondent contends that the Claimant's request is once again baseless given that these discussions do not necessitate the Claimant's involvement and have no bearing on the subject matter of this dispute. Further, pursuant to Clause 3 of the MST Agreement, the Respondent's exclusive rights over the ownership of the Respondent's Secret Recipe extends to rights over the HGA Recipes which means that the Respondent is entitled to deal with these items as it sees it.
36. In conclusion, the Respondent requests for an oral hearing in the arbitration proceedings and disagrees with the documents-only arbitration posited by the Claimant. The Respondent also disagrees with the Claimant's request for disclose the Respondent's Secret Recipe and does not see any necessity in the arbitral tribunal granting the Claimant injunctive relief with respect to the Respondent's negotiations with Trendy Henry.

**V. RESPONDENT'S POSITION AS TO THE RELIEF SOUGHT BY THE PARTIES**

37. The Respondent rejects the Claimant's claims and reliefs as set out in its NoA.
38. The Respondent respectfully requests the Arbitral Tribunal to:
  - i. Hold an oral hearing and conduct the arbitration based on oral hearings and written submissions;
  - ii. Dismiss the Claimant's claim in its entirety, including the request for the Respondent to disclose its Secret Recipe and the HGA Recipe and the request for an injunction on the Respondent's negotiations with Trendy Henry;
  - iii. Declare that the Respondent has duly performed its contractual obligations;
  - iv. Order the Claimant to pay all arbitration costs, including the Respondent's representative's fees and expenses; and
  - v. Order any further and/or additional relief as the Arbitral Tribunal may deem appropriate.
39. Respondent reserves its right to further develop its arguments and the relief it is seeking.

**VI. Respondent's Nomination of Arbitrator**

40. Pursuant to Rule 4(5)(a) of the AIAC Arbitration Rules 2018, the Respondent hereby nominates the following as its Party-nominated arbitrator:

**GHI MING LEE**

B Fabulous Collection  
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Beijing, PRC  
[ghi@fabulouscollection.com.cn](mailto:ghi@fabulouscollection.com.cn)

**VII. CONFIRMATION OF DELIVERY OF THE RESPONSE TO ALL OTHER PARTIES**

41. The Respondent confirms that copies of the Response to the NoA and its exhibits have been or are being served simultaneously on the Claimant by email and in hardcopy.



*Aimée Delphine*



*Jan van Rotterdam*

**Arbitrage Victoire**

3 Avenue de la Bourdonnais, 75007 Paris, France  
Representative of the Respondent

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**Exhibits to the Response to the NOA**

Title of the Exhibit	Exhibit number
WITNESS STATEMENT OF MADELINE BEAUREGARDE DATED 25 <sup>TH</sup> OCTOBER 2020	RS – EXHIBIT 1
INTERNAL EMAILS OF LECLERC & CO	RS – EXHIBIT 2

**[RS – EXHIBIT 1]****WITNESS STATEMENT OF MADELINE BEAUREGARDE**

I, Madeline Beauregarde, of No. 13/63, Rue des Pommès, Lyon, France 69007, affirm as follows based on my personal knowledge:

1. I am the Head of Logistics at LeClerc & Co. (the “Respondent”), a successful artisanal wine and cheese production company headquartered in Lyon, France, that also operates the “Le Cygne Dansant” restaurant chain across a number of countries.
2. My job scope involves overseeing the operational logistics for the distribution of the Respondent’s wine and cheese products across the globe, as well as to monitor the inventory of the various domestic and global branches of Le Cygne Dansant. Given that the Respondent does not itself transport any of its products for bulk distribution, I am also responsible liaising with our panel logistics service providers (“PSLP”) for the transportation of our products, whether by air, road or sea. The designated PSLP would act as an intermediary between the Respondent and the chosen carrier that would ultimately transport and deliver the Respondent’s products.
3. On 4<sup>th</sup> May 2019, I became aware of a Production & Sale Agreement (the “P&S Agreement”) that the Respondent had entered into with Malaysian Glory Berhad (the “Claimant”) for the creation of Asian-flavoured artisanal cheese. The initial delivery obligation under the P&S Agreement was for the Respondent to transport 300 units of an equal proportion of the final cheese products, by air, to the Kuala Lumpur International Airport to effect delivery on the Claimant. This initial delivery by air proceeded with no issue or complaints from the Claimant’s end.

4. On 20<sup>th</sup> September 2019, I was informed by Mr. Amin Chausse of LC's Legal Team that the P&S Agreement would be converted into a Manufacturing, Sale and Transportation Agreement that would see the Respondent to manufacture and deliver 20,000 units of the cheese products to the Claimant at four specific points in time. Due to an unexpected illness in the family, I was on carer's leave at the time I received Mr. Chausse's email. However, I suggested to Mr. Chausse that transporting the cheese by sea rather than by air would be the most-effective option, given the large quantum of cheese to be transported and the long shelf-life of the cheese compared to other perishable goods. On my calculations, such change in the method of transportation would result in a 35% saving in the Respondent's share of the transportation costs. I invited Mr. Chausse to liaise with my colleague Mr. Jean-Luc de la Folie on this matter in my absence.
5. On 19<sup>th</sup> October 2019, Mr. Chausse informed me that the Parties had agreed to the carriage of the cheese products by sea and provided me with a copy of the executed Manufacturing, Sale and Transportation Agreement dated 16th October 2019. At this point in time, I was back in the office from carer's leave.
6. An interesting point to note with respect to the Manufacturing, Sale and Transportation Agreement was that the contract itself stipulated that the carriage of goods by sea "shall utilise the Suez Canal". I assumed that the reason for such a stipulation in the contract was that using the Suez Canal was typically the fastest way to transport goods by sea from France to Malaysia.
7. The ordinary process adopted by the Respondent for the bulk shipment of its products is as follows: the Respondent would liaise with its PLSP to confirm the nature of each shipment including the type and quantum of goods to be transported, specify any special storage conditions, and the manufacturing and delivery deadlines per the relevant contracts. The PLSP would then provide information on the routes and duration of transport, quotations for the requested shipping containers, the names and availability of carriers and container ships to transport the consignment, and other relevant details. The Respondent would thereafter communicate this information to the other contracting party to the consignment, obtain their instructions and pass the same onto the chosen PLSP for their further handling of the transportation logistics.
8. Since the products that needed to be transported were perishable goods, on 1<sup>st</sup> November 2019, I engaged Eastern Logistics King ("ELK") to act as the PLSP in respect to each of the 4 shipments. This was mainly due to ELK's international reputation and expertise in shipping perishable goods. I had informed ELK, in writing, of the requirement that the cheese products must be maintained at 11°C throughout the shipping process so as to prevent spoilage.

9. As per usual, I oversaw the packaging and loading of the cheese products into the relevant shipping containers on each of the shipments. To my knowledge, there was nothing unusual in the manner in which any of the products were packaged for shipping in any of the 4 shipments.
10. With respect to the first 3 shipments, there were no reported delivery or other issues in the conformity of the goods to the description in the agreement. The primary difference between each of these shipments was the freight cost, the identity of the carrier that delivered the cargo, and the duration of the shipping due to issues relating to the COVID-19 pandemic, all of which were communicated by the Respondent to the Claimant at the earliest available opportunity. Nonetheless, all the goods were delivered to the Respondent on or before the contracted date of delivery.
11. With respect to the 4<sup>th</sup> Shipment, ELK provided me with three quotes for transportation by the carriers Afternoon Delight, Kuljao Semsai and Pulau Lama. A notable point with all three of these carriers was that they each also owned container ships of the same name that would regularly transport goods from Europe to Asia. However, engaging one of these carriers did not necessarily mean that the consignment would be shipped on the carrier's named vessel. Given that this fact was common knowledge in the food export industry, I did not think it was necessary to communicate the same to the Claimant.
12. On 1<sup>st</sup> June 2020, I communicated the quotes received from ELK to the Claimant by email and the Claimant agreed to go with Quote #FRT168, which involved the cargo being transported by Kuljao Semsai's container ship.
13. On 20<sup>th</sup> June 2020, 2 days before the shipping container was to be handed over to Kuljao Semsai for the 4th shipment, I was informed by ELK that due to unforeseen issues, Kuljao Semsai's container ship would not be leaving Marseille Fos Port on the designated date – rather, there would be a 10 day delay due to certain mechanical issues on the ship and some of the crew having succumbed to COVID-19. ELK also notified me that although there was no availability with Afternoon Delight, Pulau Lama's named container ship would still be taking off on the designated date and there was still space for additional shipping containers to be loaded onto the Pulau Lama – the only issue was that the freight charge had increased by 30% due to a short notice penalty.
14. Mindful that time was off the essence under the agreement, I accepted the quote for Pulau Lama to transport the cheese products.

15. On 29<sup>th</sup> June 2020, I was informed by ELK that a large cargo ship called The Dowager Empress had unexpectedly overturned in the Suez Canal, thus blocking traffic from entering and exiting either end of the Canal. Due to the incident in the Suez Canal, the duration of Pulau Lama's journey was delayed by 12 days.
16. Immediately, I called Mr. Kair Raman, the Claimant's Procurement Manager, to inform him of the unexpected delay and words to the following effect were exchanged:
 

MB: "I hope you can understand that this sort of delay is truly unprecedented, Mr. Raman. We have never encountered this sort of an issue before and it is certainly something that was well beyond our control".

XX: "I understand, Madeline. However, we are running to tight deadlines here as well and cannot risk any gross delays or spoilage or other damage to the goods".

MB: "Yes, I can imagine. Barry from Eastern Logistics King has informed me that he has requested the carrier to provide daily reports on the condition of the goods. I will send these reports across to you as soon as I receive them.

XX: "Ok, thank you for keeping me in the loop, Madeline".
17. Throughout the 12-day period of delay, I forwarded the reports received from ELK on the Pulau Lamai situation to Mr. Raman. The reports themselves were issued every 3 days and were generic in nature as opposed to relating specifically to the 4<sup>th</sup> shipment. Nonetheless, the reports did not give me any cause for concern given that they each contained a statement that "all refrigerated cargo is being maintained at the requested optimal temperature and humidity levels throughout the journey".
18. As I had not heard from the Claimant in a while, I emailed Mr. Raman on 1st July 2020 to clarify that the Claimant still intended to accept delivery of the 4th shipment despite the delay. No response was received to this correspondence.
19. On 16<sup>th</sup> July 2020, ELK informed me that the cheese products had successfully been delivered to the Claimant and were awaiting customs clearance.

20. On 6th August 2020, I was informed by Mr. Chausse that the Claimant had alleged that the delivered cheese products did not conform to the terms of the agreement. Mr. Chausse and I had a heated exchange on why I had agreed to the Pulau Lamai shipping the cheese products. Words to the following effect were exchanged:

AC: "I fail to understand why you would agree to shipping the cheese on the one ship the Malaysian Glory said it didn't want the products transported on".

MB: "What do you mean, this is the first I am hearing of this. I've shipped goods using Pulau Lamai on numerous occasions over the past two years and I haven't experienced any issue to date. And besides, there was no other ship leaving the port that day – what else did you want me to do if time is of essence?"

AC: "Didn't Jean-Luc debrief you on our chat with Mr. Raman before the varied agreement was executed?"

MB: "No, he jumped ship literally a day after I returned from carer's leave. The only matters I was privy to were those in the written email communications, none of which mentioned Malaysian Glory had an issue with shipping goods on Pulau Lamai. In any event, even if I had used Kuljao Semsai, it would have also been caught in the Suez Canal drama so you can't pin this all on me, Monsieur".

AC: "Someone has to take the fall Madeline and it sure won't be me."

21. The facts stated in this witness statement are true.

Signed: ***M. Beauregarde***

Dated: 25/10/2020

Witness Name: Phillipa Beurre

Witness Signature: ***P. Beurre***



**[RS – EXHIBIT 2] Internal Emails of LeClerc**

**From:** Dominic LeClerc <dom@lcc.fr>  
**Sent:** Friday, 4<sup>th</sup> October, 2019 9:00 AM  
**To:** Amin Chausse <amin@lcc.fr>  
**Subject:** **Re: Manufacturing, Sales and Transportation Agreement**

Cher Amin,

Yes, I agree with our team and your suggestions. I do not think we will face any high value disputes or any dispute at all with my good friend, Daniel.

I will go to Austria tomorrow and will stay there for three weeks. So you may proceed to sign the MST on my behalf.

In case of emergency, you can call my private number.

Merci,

Dom

*Dom LeClerc*

**LeClerc & Co.**  
31, rue de Pasteur, LYON,  
Rhône-Alpes 69007  
France



**From:** Amin Chausse <amin@lcc.fr>  
**Sent:** Thursday, 3<sup>rd</sup> October, 2019 15:30 AM  
**To:** Dominic LeClerc <dom@lcc.fr>  
**Subject:** Manufacturing, Sales and Transportation Agreement

Dear Dom,

We just received the draft Manufacturing and Delivery Agreement from MGB.

Our team have checked all the provisions but want to bring one issue to your attention. MGB suggested to limit the dispute settlement provisions to be applied on a documents-only basis because in their opinion, this could be effective. For your convenience, a documents-only arbitration means:

*The parties agree for the dispute to be determined without an oral hearing and the arbitral tribunal will only review written submissions from the parties.*

In our opinion, the Yak Cheese is indeed perishable so a documents-only arbitration may save some time and costs in the case of having disputes. However, our team believe that the application of the documents-only arbitration shall only be applicable when the disputes are of low value.

Can we seek your comments on this matter, please?

Merci,

Amin

**Amin Chausse**  
General Counsel

**LeClerc & Co.**  
31, rue de Pasteur, Lyon,  
Rhône-Alpes 69007  
France



Please quote our reference when replying.

Our Ref. : AIAC/D/ADM-1999-2020

Your Ref. : Please Advise



8<sup>th</sup> December 2020

**PROF. DR. GABRIEL MCMAHON**

The Law Building, 4th Floor  
Indonesian Capital University  
Jakarta, Indonesia

**By Email & Post**

(Fax: Please Advise)

(Email: [gkm@indonesiancu.edu](mailto:gkm@indonesiancu.edu))

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY  
BERHAD (CLAIMANT) AND LECLERC & CO (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]

**MICHEAL SUNNY**

Head of Legal

Email: [michael@aiac.world](mailto:michael@aiac.world) / [diego@aiac.world](mailto:diego@aiac.world)

**c.c. DATIN ZOHRA KHAN**

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**By Email & Hand**

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**PROF. DR. GABRIEL MCMAHON**  
**The Law Building, 4th Floor**  
**Indonesian Capital University**  
**Jakarta, Indonesia**  
[gkm@indonesiancu.edu](mailto:gkm@indonesiancu.edu)

**Our Reference: RB/01/2020/PKC**

16<sup>th</sup> December 2020

**Z&W&Z ASSOCIATES**

Unit 20-15, Tower 1, Avenue 3A, The Horizon  
 Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur  
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**By Email & Post**

(Email: [a.delphine@arbv.fr](mailto:a.delphine@arbv.fr)  
[j.rotterdam@arbv.fr](mailto:j.rotterdam@arbv.fr))

Dear Sirs,

**IN THE MATTER OF AN AIAC ARBITRATION BETWEEN MALAYSIAN GLORY  
 BERHAD (CLAIMANT) AND LECLERC & CO (RESPONDENT)**

With reference to the arbitration above and the confirmation by the Director of the AIAC dated 8<sup>th</sup> December 2020, the three-member Arbitral Tribunal has been constituted as follows:

- (a) Prof. Dr. Gabriel McMahon, Presiding Arbitrator;
- (b) Datin Zohra Khan, First Arbitrator;
- (c) Ms. Ghi Ming Lee, 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 29th January 2021 from 16:00 PM MYT (UTC+8) virtually by Zoom.

Kindly provide us your confirmation by no later than **29<sup>th</sup> December 2020**.

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

Thank you.

Yours sincerely,

[signed]

**PROF.DR. GABRIEL MCMAHON**

Presiding Arbitrator

c.c.

**DATIN ZOHRA KHAN**

A Chambers

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

56000 Kuala Lumpur

**By Email & Hand**

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**ASIAN INTERNATIONAL  
ARBITRATION CENTRE (AIAC)**

Bangunan Sulaiman

Jalan Sultan Hishamuddin

50000 Kuala Lumpur

Malaysia

[Ref. No: AIAC/INT/ADM-1999/2020]

**By Fax, Email & Hand**

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(Email: [arbitration@aiac.world](mailto:arbitration@aiac.world);

[director@aiac.world](mailto:director@aiac.world);

[diego@aiac.world](mailto:diego@aiac.world))

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

BETWEEN:

**MALAYSIAN GLORY BERHAD**  
(CLAIMANT)

-AND-

**LECLERC & CO**  
(RESPONDENT)

[CASE NO.: AIAC/INT/ADM-1999-2020]

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**PROCEDURAL ORDER NO.1**

Prof. Dr. Gabriel McMahon, Presiding Arbitrator  
Datin Zohra Khan, First Arbitrator  
Ms. Ghi Ming Lee, Second Arbitrator

**Tribunal Secretary:**  
Mr. Diego Sulamazra

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**Date: 19<sup>th</sup> January 2021**

## **I. Introduction**

1. By consent, the first preliminary meeting between the Arbitral Tribunal and the Parties was held on 18th January 2021 at 16:00 P.M MYT (UTC +8) virtually via Zoom. The session concluded at 17:30 P.M MYT (UTC +8).
2. The first preliminary meeting was attended by and conducted in the presence of:
  - (a) Members of the Arbitral Tribunal:
    - Prof. Dr. Gabriel McMahon (Presiding Arbitrator);
    - Datin Zohra Khan (First Arbitrator); and
    - Ghi Ming Lee (Second Arbitrator).
  - (b) Representatives of the Parties:
    - Ms. Zita Wu Wei and Mr. Ryan Uppland, Partner of Z&W&Z Associates, Representative of the Claimant; and
    - Ms. Aimée Delphine and Mr. Jan van Rotterdam, Partners of Arbitrage Victoire Law Firm, Representative of the Respondent.
  - (c) Mr. Diego Sulamazra, Senior International 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 to the NoA.

## **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 objection raised by the Respondent for the conduct of arbitral hearing and document production in this arbitration, the Arbitral Tribunal hereby directs the orders as follows:
  - a. The Parties are required to present their written submissions on the following issues:
    - i. The Arbitral Tribunal's power and jurisdiction to determine the conduct of arbitral hearing outside the Parties' agreement to have a documents-only hearing pursuant to Article 13 of the Manufacturing, Sale and Transportation Agreement dated 16th October 2019.

- ii. The appropriate method and manner of document production as regards to the Respondent's Secret Recipe and the HGA Recipes. In so doing, the Parties are directed to refer to the Inquisitorial Rules of Taking Evidence in International Arbitration (the "Prague Rules") and make submissions as to the scope of application of the Prague Rules.
- iii. Whether the arbitral tribunal should grant the interim relief of injunctioning the Respondent from continuing negotiations with Trendy Henry.
- iv. Whether the Claimant should be entitled to exercise its right of avoidance under the CISG in relation to the MST Agreement for the Respondent's alleged fundamental breach of the MST Agreement.
- v. Whether the Respondent properly cured or is otherwise exempt from any breach of its obligations under the MST Agreement pursuant to the CISG.

**b. Timelines for the written submission of the Parties will be communicated in due course.**

- 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. Date: 21 – 24 October 2021.
- d. In the event the Parties need further information, the Parties may submit Requests for Clarification by no later than 18<sup>th</sup> June 2021. 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 in Kuala Lumpur, Malaysia, on 19<sup>th</sup> January 2021.

[signed]

Datin Zohra Khan  
First Arbitrator

[signed]

Prof. Dr. Gabriel McMahon  
Presiding Arbitrator

[signed]

Ghi Ming Lee  
Second Arbitrator



## CLARIFICATIONS TO THE MOOT PROBLEM

### General Notes

- (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 (a) of Procedural Order No. 1 in their written and oral submissions. No further questions should be addressed at this stage of the proceedings.

### Formatting Clarification and Amendments

1. ***In the Claimant's Notice of Arbitration, page 17 paragraph 32, it is stated that "Article 12 of the MST Agreement clearly states that "The Parties further agree that where perishable goods are involved, the arbitration is to proceed on a documents-only basis..." However, in the Claimant's Exhibit 1, page 28 and 29, it is Article 13 that concerns the dispute resolution. Is this a typographical error?***

This is an inadvertent typographical error. The Claimant's Notice of Arbitration at page 17 paragraph 32 should read "Article 13 of the MST Agreement clearly states that ...".

2. ***In Claimant's Exhibit 1, page 28, Clause 8 provides that "In the event any Products do not comply with the specifications Clause 3 and are rejected by Buyer, Buyer may, at its option...". However, Clause 3 concerns the distribution and ownership of products, whereas Clause 4 concerns the standards of the products. Should the specifications stated under Clause 8 therefore be Clause 4 rather than Clause 3?***

This is an inadvertent typographical error. Clause 8 of the MST Agreement as found in Claimant's Exhibit 1, page 28, should read: "... In the event any Products do not comply with the specifications Clause 4 and are rejected by Buyer, Buyer may, at its option...".

3. ***In Respondent's Exhibit 1, page 55, paragraph 10, it is stated "Nonetheless, all the goods were delivered to the Respondent on or before the contracted date of delivery". However, shouldn't the goods be delivered to the Claimant instead of the Respondent?***

This is an inadvertent typographical error. The Witness Statement of Madeine Beauregarde as found in the Respondent's Exhibit 1 should read at paragraph 10, page 55: "Nonetheless, all the goods were delivered to the Claimant on or before the contracted date of delivery".

4. ***Is the reference to Article 4.2(a) of the Prague Rules at paragraph 44, page 20, correct?***

This is an inadvertent typographical error. The reference should be to Rule 4(5)(a) of the Prague Rules and not Rule 4.2(a).

5. ***Is the reference to “Morning Glory Berhad” on page 30 of the record a typographical error?***

This is an inadvertent typographical error. The reference to “Morning Glory Berhad” on page 30 should actually be a reference to the Claimant, that is “Malaysian Glory Berhad”.

6. ***Is the reference to the ICC Incoterms 2019 as stated on page 31 of the record actually meant to refer to either the Incoterms 2010 or the Incoterms 2020?***

This is an inadvertent typographical error. The reference should be to the Incoterms 2010.

7. ***With respect to the Witness Statement of Madeine Beauregarde as found in the Respondent’s Exhibit 1, are the references to the “Pulau Lamai” actually a reference to the “Pulau Lama”? Also, what is meant by the term “jumped ship” at paragraph 20, page 58 of the record?***

This is an inadvertent typographical error. Any reference to the “Pulau Lamai” in the record is actually a reference to the “Pulau Lama”. The term “jumped ship” is a colloquial expression which refers to a person resigning from their place of employment.

8. ***When exactly did the Malaysian authorities disposed of the goods and what was the exact date the Respondent offered to remedy the breach/ offered a fresh batch of goods to the Claimant?***

This is an inadvertent typographical error. The Notice of Arbitration at paragraph 42, page 20, should state “**18th July 2020**” instead of “20<sup>th</sup> July 2020”. Similarly, the Response to the Notice of Arbitration at paragraph 21, page 46, should state “**On the same day**” instead of “10th August 2020”.

### **Questions and Answers**

9. ***Is there an objective criterion to determine what is a low value dispute and a high value dispute as mentioned in CL. EXHIBIT 3 and RS. EXHIBIT 2?***

The Parties did not agree on an objective criterion to distinguish between a low value and a high value dispute. Rather, the such categorisation is a subjective matter that needs to be considered against the relevant financial positions of the Parties and the extent of the loss, if any, incurred.

10. ***With reference to the contents of Paragraph 23 of the Claimant's Notice of Arbitration, was the Respondent aware of the Claimant's commitment to the KL Cheesy Festival?***

No, the Respondent was not aware of the Claimant's commitment to the KL Cheesy Festival. However, the Respondent was aware that the Claimant was reliant on the timely delivery of the artisanal cheese products given the Claimant's need to supply the said products to its hotel chains, as well as its commitments to other domestic and international artisanal food retailers.

11. ***Do the creative rights over the HGA recipes as shared equally between the parties under Clause 2 of the MST Agreement also include the process by which the HGA was arrived at?***

During the contract negotiation phase, the Parties did not discuss the meaning of "creative rights" as stated in Clause 2 of the MST Agreement. However, the understanding between the Parties was that any collaboration which includes creation of the HGA product line would be credited equally by and to both Parties, on goodwill basis.

12. ***What were the contents of the Claimant's notice of avoidance?***

The Claimant issued its Notice of Avoidance on 6th August 2021, via email, excerpts of which are reproduced below:

Dear Dom,

In view of the recent delivery of the goods that are not in accordance with the standards contained in the Agreement, we are left with no choice but to exercise our rights to avoid the Agreement as a whole.

#### **NOTICE OF AVOIDANCE**

Please note that due to your failure to manufacture and deliver the goods in accordance with the terms and standards provided in the Manufacturing and Delivery Agreement, you have committed a fundamental breach of the said Agreement.

As per the Agreement and in accordance with the principles under the international sale of goods, please accept this email as our notice of avoidance of the Agreement, 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,

*Daniel Lee*

**DATO' DANIEL LEE**

CEO

**MALAYSIAN GLORY BHD**

Lot 84, Jalan Manis,

Taman Mutiara, 53200

Cheras, Selangor, Malaysia



13. ***Do parties agree that the merits of the dispute on Issues (iv) and (v) should be determined exclusively based on the CISG rather than English law (despite Article 16 of the MST Agreement stipulating both as the governing law)?***

Yes.

14. ***Who is named as the shipper and consignee in the bill of lading for the 4th shipment?***

The named shipper was the Respondent, the carrier was The Pulau Lama, and the consignee was the Claimant.

15. ***Did the Claimant reimburse the freight costs for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shipments?***

No, because the Claimant intends to reimburse the Respondent the total freight costs upon completion of all four (4) shipments.

16. ***Did the Respondent provide quotations from Pulau Lama to the Claimant for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shipments? If yes, did the Claimant express any objection to its inclusion?***

No quotes were obtained from The Pulau Lama for the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> shipments. Rather, for these shipments, quotes were obtained from Easy A, Afternoon Delight and Kuljao Semsai.

17. ***Why did the logistics provider (ELK) only notify the Respondent on the arrival of the 4<sup>th</sup> shipment on 16<sup>th</sup> July 2020 but not its disposal of goods on 18<sup>th</sup> July 2020? Is ELK responsible to notify the Claimant or Respondent on the status of clearance of all shipments?***

It is not the responsibility of the logistics provider to notify the Respondent of the status of the clearance of the goods.

18. ***Are parties required to submit on the recoverability and quantum of damages sought by the Claimant, particularly on the loss of profits?***

No.

19. ***In Claimant Exhibit 2, page 33, paragraph 5, Mr Kair Raman mentioned that he had received a notification regarding the delay of the 4th shipment via phone call. However, in the Claimant's NoA, page 14, paragraph 20, it is stated that this notification was received via email. Is this a mere typographical error?***

No, this is not a typographical error. As a matter of professional courtesy, Ms. Beauregarde did call Mr. Raman before sending him an email to a similar effect.

20. ***The Claimant asserts that there has been a breach of the MST in their NoA, at page 20, paragraph 43, relating to the Respondent's negotiations with another artisanal foods retailer in Singapore (Trendy Henry). Is this in reference to a specific clause of the MST Agreement?***

The Claimant alleges that the Respondent is in breach of Article 3 of the MST Agreement.

21. ***Why is there an intentional blank space in Clause 8 of the MST Agreement?***

It appears that Clause 8 was left incomplete at the time of the signing of the Agreement. Hence, the Claimant is relying on the provisions of the CISG, pursuant to Clause 16 to exercise its right of avoidance.

22. ***Was there a reply to the 10<sup>th</sup> October 2019 email from the Respondent?***

There was no reply to the email dated 10<sup>th</sup> October 2019 from the Respondent.

23. ***When the final MST Agreement sent to the Respondent to sign did not reflect the proposed term in the email dated 10<sup>th</sup> October 2019, did the Respondent ask the Claimant about it? Or did the Respondent sign the agreement without asking?***

The Respondent signed the Agreement without asking further.

24. ***Did the Claimant have access to the HGA Recipes at any point in time? How did the Claimant's culinary experts test the recipes as stated in the Notice of Arbitration at paragraph 40, page 19, if they had no access to the HGA Recipes?***

The Claimant's culinary experts had access to the HGA Recipes throughout the experimentation process. However, where the Respondent's Secret Recipe was concerned, none of the documents to which the Claimant's culinary experts had access set out the process or the ingredients used to make the Respondent's Secret Recipe – rather, the ingredient list would simply state a batch number for the Respondent's Secret Recipe. This was because during the experimentation phase, the Respondent's culinary experts would provide batches of cheese made using the Respondent's Secret Recipe to the Claimant's culinary experts, who would then test out permutations and combinations of the Claimant's Signature Recipe when combined with the various cheese batches provided to achieve an optimum flavour balance. Once achieved, the Respondent's culinary experts would note down the batch number of the utilised cheese batch to create cheese for the HGA product line using an identical method.

25. ***What kind of "Asian artisanal delights" do the Respondent's ongoing discussions with Trendy Henry concern? Do these products involve the use of HGA Recipes?***

The Respondent and Trendy Henry discussed about various Asian artisanal delights including an artisanal cheese range. As stated in Claimant's Exhibit 4, "...LeClerc & Co intends to re-create the magic it recently waved with its joint venture with Malaysian Glory Berhad to establish The Hidden Gems of Asia artisanal cheese range".

26. ***When do the Respondent and Trendy Henry intend to release the line of artisanal products?***

Discussions about their collaboration are still underway and no dates have been projected thus far.

27. ***Did the MOH give any indication of why the Product was not fit for human consumption? Is there anything in the notice that indicates it might be due to Pulau Lama's improper refrigeration?***

The notification from the Food Safety and Quality Division found that the Product was not in accordance with the Food Act 1983 and was unfit for human consumption. It is not this division's duty to investigate or speculate the cause of the spoilage.

28. ***Were the previous 3 shipments of Products also examined by customs and the Ministry of Health? If that is not the case, is there any particular reason as to why MOH decided to examine the 4th shipment?***

Yes, routine inspections were also carried out on all the previous shipments.

29. ***If the shipments were all subject to customs inspection by the relevant authorities, were the contractually stipulated delivery dates the date of arrival in Malaysia or the date it reached the Claimant's hands?***

The due date reflects the date the Products are to be received by the Claimant.

30. ***What does "kept in proper refrigeration conditions" at paragraph 14, page 12 of the record refer to? During the HGA Products 45- day shelf life, are they kept in the same refrigeration conditions as when they are ageing? What happens if the refrigeration conditions do not change from when they are ageing?***

The reference to "kept in proper refrigeration conditions" relates to the temperature specified by the Respondent to the carrier, via the ELK, that the HGA Products were required to be maintained at to best facilitate the aging process (i.e. 11oC). Once the ageing process concludes, the HGA Products are required to be stored at normal refrigeration temperature (3-4oC). If such change in temperature does not occur, the HGA Products would continue to age and may be at risk of spoilage.

31. ***Did anything result from the “scathing blog post” about Pulau Lama at page 33? Did a lawsuit against Pulau Lama ensue?***

It is industry knowledge that the Pulau Lama is involved in a few complex arbitrations relating to transportation breaches. However, the precise nature of these disputes is unknown due to the confidential nature of arbitration proceedings.

32. ***Is BusiLeaks a reputable and reliable source of business information?***

BusiLeaks is in many ways similar to WikiLeaks. The only difference lies in the subject matters covered in BusiLeaks which only focuses on international commerce and trade.



## FURTHER CLARIFICATIONS

### General Notes

- (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) Any reference to a clarification number in this document refers to the numbering adopted in Clarification No. 1, unless expressly stated otherwise.

### Formatting Clarification and Amendments

1. ***As the Arbitral Tribunal had directed the Parties to refer to the Inquisitorial Rules of Taking Evidence in International Arbitration, does this mean that the request by the Claimant to implement the Prague Rules on the Efficient Conduct of Proceeding in International Arbitration is rejected?***

The correct reference to the Prague Rules is the Rules on the Efficient Conduct of Proceedings in International Arbitration. The Inquisitorial Rules of Taking Evidence in International Arbitration was working title used during the drafting process of the Prague Rules.

2. ***Does the “final MST Agreement” that was signed by the Parties refer to the draft MST Agreement sent by the Claimant on the email dated 27<sup>th</sup> September 2019?***

Yes, the final MST Agreement refers to the draft MST Agreement sent by Mr Richard Chang of Malaysian Glory Bhd to Mr Amin Chausse of LeClerc & Co on 27<sup>th</sup> September 2019.

There is also an inadvertent typographical error in the first paragraph of Mr Chausse's email dated 10<sup>th</sup> October 2019 (cf. Cl. Exhibit 3). The correct date is **27<sup>th</sup> September 2019** and **not 27<sup>th</sup> September 2020**.

3. ***Should the last line of page 14, paragraph 22 of the record be 28<sup>th</sup> July instead of 18<sup>th</sup> July since on the 23<sup>rd</sup> July the Claimant was only informed about the non-conformity of the products?***

There are no typographical errors here as the consignment was disposed off by the authorities on 18<sup>th</sup> July 2020, even though the Claimant only received the official notification on 23<sup>rd</sup> July 2020.

4. ***In Respondent's Exhibit 1, page 53, paragraph 2, it is stated "I am also responsible liaising with our panel logistic service providers ("PSLP") for the transportation of our products". Shouldn't it be "PLSP"?***

This is an inadvertent typographical error. Any reference to "PSLP" in the record is actually a reference to "PLSP".

### **Questions and Answers**

5. ***It was stated that the Respondent had worked with many others entities in developing artisanal food products. Did a similar dispute ever arise that required the Respondent to disclose its Secret Recipe?***

No, a similar dispute has not arisen in any of the Respondent's prior endeavours regarding its Secret Recipe.

6. ***With respect to Clarifications 4 and 11, is the Claimant requesting for the disclosure of the HGA Recipes based on Clause 2 of the MST Agreement to exert its creative rights? Or is the Claimant only relying on Article 4.5(a) of the Prague Rules? And if only the latter, does this mean that the Claimant will be satisfied with the arbitral tribunal drawing adverse inference pursuant to Article 10 of the Prague Rules in the event of non-disclosure?***

The Claimant's reliance on Article 4.5(a) of the Prague Rules is an alternate relief to its primary relief of obtaining an order for the disclosure of the HGA recipes.

7. ***In Clarification 11, does "credited equally" mean that the Parties must be conferred equal profits arising from the sale of the Products, or does it mean that they have equal rights over the possession and control of the HGA Recipes?***

The reference to "credited equally" means that the Parties are equally involved in the creation of the HGA product line and receive due acknowledgment and recognition for their involvement in the same.

8. ***In relation to Clarification 11, is there a time limit imposed on the Parties' creative rights over HGA recipe? If no, is there a general understanding/interpretation for such right between them?***

No, a time limit has not been imposed as the Parties had assumed that so long as the HGA Product line remained viable, both Parties should be able to profit from the fruits of the collaboration.

9. ***In Clarification 11, how is the Respondent credited equally in the HGA line? Is their company on the packaging of the cheese or mentioned in the menu?***

All promotional efforts including social media posts always specify that the HGA product line is a collaboration between the Claimant and the Respondent. The packaging of the HGA Product line also makes reference to the Parties as the creators of the product and specifies that the product is manufactured by the Respondent and distributed by the Claimant.

10. ***While the Claimant's culinary science experts may be able to determine that the Respondent's culinary experts were experimenting with the HGA Recipes, how was it concluded that this was to reduce the Respondent's production overheads?***

This was an inference made by the Claimant's culinary experts based on their conversations with the Respondent's culinary experts given that regular references were made during the course of the experimentations to minimising production overheads and maximising the profitability of the collaboration between the Claimant and the Respondent. The Respondent has reinforced this position at paragraph 32 of the Response to the Notice of Arbitration.

11. ***Was there ever a report submitted by the Claimant's Culinary Experts regarding the supposed experimentation on the HGA Recipes, or was it simply an oral report based on the results of the trials where samples failed the fermentation requirements?***

Yes, as with any other experimentation process, the results of the experiments using the HGA Recipes were documented and a joint report was submitted by the Parties' culinary experts to both the Claimant and the Respondent for approval before launching the HGA Product line. A copy of the joint report has not been filed by either Party at this stage of the arbitration proceedings due to the sensitivity of the contents of the report and also because the Parties wish to file substantive reports by their relevant culinary experts once the outcome of the upcoming hearing is known.

12. ***With regard to Clarification 22, was the Claimant aware of the Respondent's proposed term regarding the documents-only basis arbitration? Did they have discussion on the terms and what was their final decision?***

Yes, the Claimant would have been aware since this was referenced in its email to the Respondent dated 10th October 2019. The Respondent did not reply to the said email and there was no further discussion between the Parties on this matter.

13. ***With reference to Clarification 9 regarding the subjective nature of assessing the dispute, what are the relevant financial positions/ information of the parties?***

The Claimant expected its estimated earnings from the HGA product line to be approximately USD3.3M per annum, which would increase the Claimant's annual net income by 10%. To date, the Claimant has invested USD8M in its collaborative efforts with the Respondent in establishing the boutique hotel and the HGA product line, whilst the Respondent has invested approximately EUR10M.

The value of the last shipment can be ascertained by reviewing the record. If necessary, any other financial information of the parties should be understood on the basis of case facts.

14. ***In Clarification 9, does the word 'value' mean anything that contains commercial value to the respective Parties?***

The word "value" shall be understood in light of its literal meaning and the factual background.

15. ***What is the relationship and difference between logistics provider and carrier?***

For the purpose of this dispute, the logistics provider assists the Respondent with procuring quotes and transporting the goods to be delivered to the selected carrier. The carrier transports the consigned goods by sea from Port A to Port B.

16. ***Did the Respondent inform ELK, and in turn Pulau Lama, that the temperature of the shipment has to be altered when the stipulated ageing process of 12 weeks is complete?***

This was not expressly communicated by the Respondent to ELK because it was envisaged that the aging process would continue while the products were being transported by sea. However, the Respondent had communicated to ELK the temperature at which the products had to be maintained to prevent spoilage (see Paragraph 8 of the Witness Statement of Madeline Beauregarde).

17. ***In relation to the 4th shipment, why did ELK not obtain quotations on Easy A on behalf of the Respondent, since quotations from Easy A were consistently sought in the first three shipments?***

Easy A's quote had sky-rocketed by the time the products were ready for the 3<sup>rd</sup> shipment. ELK had been verbally advised that a similar quote from Easy A would be likely for the 4th shipment which was why it opted for the other three carriers whose quotes were, by far, more competitive.

18. ***With respect to Clarification 29, is the Respondent responsible to follow up with the Claimant to ensure that on the date of the arrival of the shipment, the goods are to be reached to the claimant's hands as stipulated in the contract?***

There are no express terms in the MST Agreement stipulating any responsibilities on the Respondent to follow up with the Claimant. Nonetheless, standard business practice provides that it is good practice for contracting parties to maintain clear, concise and constant communication at all times.

19. ***With respect to Clarification 30 and the refrigeration temperatures which needed to be monitored at all times, did ELK report the changes of temperature from aging temperature to storage temperature in their reports to the Respondent?***

Whilst ELK constantly provided updates and status reports on the condition of the shipment to the Respondent, these updates and reports did not include any information on the temperature changes.

20. ***Why did the Claimant reject the Respondent's offer to remedy the breach?***

The Claimant opted to exercise its right of avoidance pursuant to the CISG.

21. ***With respect to the 4th shipment, had the Claimant made any payment to the Respondent?***

Yes, the Claimant has made payments to the Respondent for all the deliveries, including the 4<sup>th</sup> shipment.

22. ***Was the routine inspection on the 4th shipment more stringent than the earlier three shipments?***

The routine inspections carried out on all the shipments followed the same standard operating procedures that are in place to ensure that all imported food meets the requirements for public health and safety and is compliant with Malaysia's food standards.

23. ***What was the Claimants' reply to the Respondents' offer for a fresh batch of the 4<sup>th</sup> shipment?***

The Claimant did not respond to the Respondent's offer as at that point in time, the Claimant had already served its Notice of Avoidance on the Respondent.

24. ***Is there any specific reason as to why the Respondent did not inform the Claimant about the change in the agreed carriers after the former had shipped the cheese products?***

The Respondent was mindful that it needed to meet its performance and delivery obligations under the MST Agreement given that time was of the essence.

25. ***In Clarification 31, it is stated that it is industry knowledge that the Pulau Lama is involved in a few complex arbitrations relating to transportation breaches. Does this industry knowledge refer to logistic industry?***

It refers to the shipping and logistics industry.

26. ***In relation to Clarification 31, how reputable and reliable is the publisher behind the 'scathing blog post' about Pulau Lama? Has Pulau Lama formally disputed the blog post's contents stating 'negligence in the transportation of temperature-sensitive goods by sea due to issues in Pulau Lama's named ship's refrigeration plant'?***

The blog post in question was published on a reputable website that covers the latest trends, news and insights in the shipping and logistics industry called "Global Shipping Review" ("GSR"). The blog post does not credit a particular author but its contents were verified by the GSR Editorial Team before the publication went live. Information is presently unavailable as to whether the Pulau Lama has commenced negligence or defamation proceedings against GSR.

27. ***Were there any findings made in the arbitration disputes that the Pulau Lama shipment carrier definitely had faulty refrigeration?***

It should be reinforced that arbitral proceedings are confidential even though the subject matter in one arbitration may relate to the subject matter in other arbitration. No further clarification will be given.

28. ***Was the Claimant aware of the negotiation between the Respondent and Trendy Henry before the Busileaks post on 30th August 2020?***

No, the Claimant was not aware.

29. ***Was there ever any substantiation of the negotiations between the Respondent and Trendy Henry beyond the Busileaks article?***

See Clarification 26 in Clarification No. 1.

30. ***Apart from alleging a breach of Article 3 of the MST Agreement, is the Claimant also alleging a breach of confidence in respect of the Respondent's negotiations with Trendy Henry?***

At this point in time, the Claimant's request for an injunction is only based on its contention that the Respondent is in breach of Article 3 of the MST Agreement.

31. ***In relation to Clarifications 20, 25, 26 and 32, is the Respondent disputing the admissibility and contents of the BusiLeaks article (Cl. Exhibit 4)? Is this the only piece of evidence that the Claimant relies on to support its injunction request?***

Rather than disputing the admissibility and contents of the BusiLeaks article, the Respondent is asserting that it has rights to deal with the HGA recipes as it sees fit vis-à-vis its exclusive rights over the recipes (see paragraph 35 of the Response to the Notice of Arbitration).

Yes, the Claimant's request for an injunction is primarily based on the BusiLeaks article but it is also based on the financial and reputational harm it would suffer if the Respondent tries to create a product similar to the HGA product line with Trendy Henry.

It should be clarified that the type of injunction sought by the Claimant is an interim injunction for the Respondent to refrain from continuing negotiations with Trendy Henry until the outcome of this arbitral proceeding is known.

## 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; 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 impartiality.

## **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 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.

## **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) Notwithstanding 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.
- (b) 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.

### **11.7 Reporting of Results**

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

- (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, registrars, 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 Registrar in writing within five (5) minutes of the conclusion of that oral round. If there is no Registrar, 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 Registrar 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 Registrar orally or in writing within five (5) minutes of the completion of the moot round. When possible, the matter should be raised with the Registrar 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. Alternatively, the Administrator may in his discretion deduct the Penalty amount only from a particular Mooter.



## **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 1<sup>st</sup> Runner-Up Team. The 2<sup>nd</sup> Runner-Up Team and the 3<sup>rd</sup> 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 1<sup>st</sup> Runner-Up Team (the other team of the Final Round) will be the second team to represent Malaysia in the International Rounds provided the 1<sup>st</sup> Runner-Up Team is from a different institution to that of the Champion Team.
- (c) In the event that the 1<sup>st</sup> Runner-Up Team is from the same institution to that of the Champion Team, the 2<sup>nd</sup> Runner-Up will then be the second team to represent Malaysia in the International Rounds.
- (d) In the event that both 1<sup>st</sup> Runner-Up and 2<sup>nd</sup> Runner-up Teams are from the same institution to that of the Champion Team, the 3<sup>rd</sup> 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 Surrebuttal (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 Honourable 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 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

### 16<sup>th</sup> LAWASIA INTERNATIONAL MOOT COMPETITION – NATIONAL ROUNDS SEPTEMBER 2021 KUALA LUMPUR, MALAYSIA

Opening Ceremony (Virtual) : Friday, 10 September 2021

Moot Competition : Friday, 10 September 2021 to Sunday, 12 September 2021

Team No.				
M2101 (ATC)	M2105 (Help)	M2110 (Taylor's)	M2114 (UM)	M2118 (UiTM)
M2102 (ATC)	M2107 (IIUM)	M2111 (Taylor's)	M2115 (UM)	M2119 (UiTM)
M2103 (BAC)	M2108 (MMU)	M2112 (UKM)	M2116 (UOWMKDU)	M2120 (Unisza)
M2104 (BAC)	M2109 (MMU)	M2113 (UKM)	M2117 (UOWMKDU)	M2121 (Unisza)

#### Pre-Competition: Friday, 10 September 2021

Time	Event(s)
11.00am – 12.00nn	Opening Ceremony (Virtual)
12.00nn – 01.00pm	Lunch Break

### Competition Day 1: Friday, 10 September 2021 – Preliminary Round

TIME	EVENT(S)									
	C – Claimant; R – Respondent									
	Moot Room									
	A	B	C	D	E	F	G	H	I	J
01:00pm – 03:30pm	M2120 (C) v. M2105 (R)	M2116 (C) v. M2104 (R)	M2108 (C) v. M2121 (R)	M2118 (C) v. M2103 (R)	M2115 (C) v. M2119 (R)	M2110 (C) v. M2114 (R)	M2102 (C) v. M2111 (R)	M2109 (C) v. M2113 (R)	M2101 (C) v. M2117 (R)	M2102 (C) v. M2107 (R)
03:30pm – 04:00pm	Break									
04:00pm – 06:30pm	M2107 (C) v. M2120 (R)	M2105 (C) v. M2116 (R)	M2104 (C) v. M2108 (R)	M2121 (C) v. M2118 (R)	M2103 (C) v. M2115 (R)	M2119 (C) v. M2110 (R)	M2114 (C) v. M2102 (R)	M2111 (C) v. M2109 (R)	M2113 (C) v. M2101 (R)	M2107 (C) v. M2112 (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.*

**Competition Day 2: Saturday, 11 September 2021 – Preliminary Round (continued)**

TIME	EVENT(S)						
	Moot Room						
	A	B	C	D	E	F	G
09:30am – 12:00nn	M2120 (C) v. M2111 (R)	M2105 (C) v. M2109 (R)	M2116 (C) v. M2113 (R)	M2104 (C) v. M2101 (R)	M2108 (C) v. M2117 (R)	M2121 (C) v. M2112 (R)	M2118 (C) v. M2107 (R)
12:00nn – 01:00pm	Lunch Break						
01:00pm – 03:30pm	M2103 (C) v. M2120 (R)	M2115 (C) v. M2105 (R)	M2119 (C) v. M2116 (R)	M2110 (C) v. M2104 (R)	M2114 (C) v. M2108 (R)	M2102 (C) v. M2121 (R)	M2111 (C) v. M2118 (R)
03:30pm – 04:00pm	Break						
04:00pm – 06:30pm	M2109 (C) v. M2103 (R)	M2113 (C) v. M2115 (R)	M2101 (C) v. M2119 (R)	M2117 (C) v. M2110 (R)	M2112 (C) v. M2114 (R)	M2107 (C) v. M2102 (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 21 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. \**

### Competition Day 3: Sunday, 12 September 2021 – Semi-Final and Final Round

SEMI-FINAL ROUND		
TIME	EVENT(S) <small>C – Claimant; R – Respondent</small>	
	Moot Room	
	A	B
09:30am – 12:00nn	Team ranked 01 (C) v. Team ranked 04 (R)	Team ranked 02 (C) v. Team ranked 03 (R)
<b><u>Determining the winner of a match</u></b>		
<i>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.</i>		
<b><u>Determining the team progressing into the next round</u></b>		
<i>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.</i>		
<i>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.</i>		
<i>If there is still a tie, the team that was ranked higher in the Preliminary Rounds will be ranked higher. *</i>		
<i>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.</i>		
12:00nn – 02:00pm	Lunch Break	
FINAL ROUND		
Time	Moot Room A	
02:00pm – 04:00pm	Team mootng as Claimant v. Team mootng as Respondent	

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



## PARTICIPATING TEAMS

No	University / University Colleges	Team Members
1	Advance Tertiary College	<p><b>Team 1 (M2101)</b></p> <p>Rachel Chua - LLB Year 2 Chin Zeyang - LLB Year 1 Vishal Kashinath Bhaskaran - LLB Year 1 Daniel Abishegam (Coach)</p> <p><b>Team 2 (M2102)</b></p> <p>Raddhasri Kumarasamy - LLB Year 1 Chan May Yee - LLB Year 1 Lavannya Nair - LLB Year 1 Daniel Abishegam (Coach)</p>
2	Brickfields Asia College	<p><b>Team 1 (M2103)</b></p> <p>Michelle Wong Jia Lin - LLB Year 2 Kate Yong Weng Kei - LLB Year 2 Stanley Hoh Wei Tao - LLB Year 1 Nicholas Wong Shou Jing (Coach)</p> <p><b>Team 2 (M2104)</b></p> <p>Koh Shu Huan - LLB Year 1 Ong Ming Er - LLB Year 3 Ng Wei - LLB Year 3 Nicholas Wong Shou Jing (Coach)</p>
3	HELP University	<p><b>Team 1 (M2105)</b></p> <p>Arthi Ganesen - LLB Year 2 Mior Ghazi bin Mior Khairi - LLB Year 2 Jane Li Wei - LLB Year 2 Mark Goh Wah Seng (Coach)</p>
4	International Islamic University Malaysia	<p><b>Team 1 (M2107)</b></p> <p>Muhammad Asyraf Hakimi Bin Zaid - LLB Year 2 Bryan Sim - LLB Year 3 Nur Umairah Binti Saari - LLB Year 3 Inshirah Binti Mohd Amim (Coach)</p>

No	University / University Colleges	Team Members
5	Multimedia University	<p><b>Team 1 (M2108)</b></p> <p>Jeyaganesh A/L S Ravi - LLB Year 3 Si Li Yee - LLB Year 2 Sherwin Raphael a/l Joseph Francis - LLB Year 3 Nur Syakirah Binti Hj Maimun Aqsha Lubis (Coach)</p> <p><b>Team 2 (M2109)</b></p> <p>Ong Wei Ying - LLB Year 2 Hiral Sanghvi - LLB Year 3 Tan Zec Kie - LLB Year 1 Nur Syakirah Binti Hj Maimun Aqsha Lubis (Coach)</p>
6	Taylors University	<p><b>Team 1 (M2110)</b></p> <p>Ong Eng Hong - LLB Year 2 Adrian Chioh Jia Feng - LLB Year 2 Nimesha Thevananthan - LLB Year 2 Harcharan Singh A/L Ujagar Singh (Coach)</p> <p><b>Team 2 (M2111)</b></p> <p>Naomi Khoo Xin Yi - LLB Year 2 Tan Ying Ee - LLB Year 2 Tan Ka Loong Keanu - LLB Year 2 Harcharan Singh A/L Ujagar Singh (Coach)</p>
7	University Kebangsaan Malaysia	<p><b>Team 1 (M2112)</b></p> <p>H'ng Zong Xian - LLB Year 2 David Brian Leong Retna - LLB Year 2 Yong Kin Ngai - LLB Year 1 Mohamad Azhan bin Yahya (Coach)</p> <p><b>Team 2 (M2113)</b></p> <p>Donovan Choong En Jie - LLB Year 2 Khoo Khai Hau - LLB Year 2 Nur Batrisyia Hannani Binti Abd Rahman - LLB Year 2 Mohamad Azhan Bin Yahya (Coach)</p>
8	University Malaya	<p><b>Team 1 (M2114)</b></p> <p>Iffah Afrina Saleh - LLB Year 3 Jowyn Saw - LLB Year 2 Mohamad Syafiq Mohamad Tazri - LLB Year 2 Raphael Kok (Coach)</p> <p><b>Team 2 (M2115)</b></p> <p>Ashley Voon - LLB Year 1 Abby Si - LLB Year 1 Ashley Khor - LLB Year 1 Raphael Kok (Coach)</p>

No	University / University Colleges	Team Members
9	UOWMKDU College	<p><b>Team 1 (M2116)</b></p> <p>Tan Wey May - UOL LLB Year 2  Wong Ai Yu - UOL LLB Year 2  Lye Ying Suen - UOL LLB Year 2  Meerah Deiwi A/P Raja Gopal (Coach)</p> <p><b>Team 2 (M2117)</b></p> <p>Kuok Keen Chan - LLB Year 1  Jehan Nazeeha Jeffry - LLB Year 1  Wan Yng Cheng - LLB Year 3  Meerah Deiwi A/P Raja Gopal (Coach)</p>
10	University Teknologi MARAs Shah Alam	<p><b>Team 1 (M2118)</b></p> <p>Nur Farahin Nellyna Kamari Zahir Husain - LLB Year 2  Fatin Adriana Mohd Nizam - LLB Year 2  Muhammad Iqmal Hazim Khairuddin - LLB Year 2  Irwin Ooi Ui Joo (Coach)</p> <p><b>Team 2 (M2119)</b></p> <p>Muhammad Firdaus Danial Tan - LLB Year 2  Nur Aimi Iryani Mohd Tarmizi - LLB Year 2  Irwin Ooi Ui Joo (Coach)</p>
11	Universiti Sultan Zainal Abidin (UniSZA)	<p><b>Team 1 (M2120)</b></p> <p>Muhammad Ikhwan bin Rosman - LLB Year 2  Muhammad Shahril bin Haja Mohaideen - LLB Year 1  Charunee A/P Che Ron - LLB Year 3  Nurul Syafiqah Bt Hamizad (Coach)</p> <p><b>Team 2 (M2121)</b></p> <p>Muhammad Adzran Faiz bin Nazaruddin - LLB Year 1  Parimitaa A/P Krishna Moorthy - LLB Year 2  Jonathan Moh Khai Fan - LLB Year 1  Nurul Syafiqah Bt Hamizad (Coach)</p>

## AUTHOR(S) OF THE MOOT PROBLEM

**ZHANG Anran** (PhD, LL.M, LL.B, B.A) is an international case counsel at Asian International Arbitration Centre. He gained his doctorate from Erasmus University Rotterdam with full scholarships. During his doctoral research, he worked at International Centre for Settlement of Investment Disputes (World Bank Group) and thinktanks. Prior to that, he was an academic researcher at Europa Institute, Leiden University and was a visiting researcher at University of Cambridge. He gained his Master of Laws degree at Uppsala University with the IPK scholarship and attended the summer course at the Hague Academy of International Law. His research appears in edited books and peer-reviewed journals such as the *Journal of World Investment and Trade* and *Chinese Journal of International Law*, etc.

**Diana RAHMAN** graduated with a Bachelor of Laws (Honours) degree in 2011 from MMU Malacca under a full scholarship by the Government of Malaysia. After gaining experience in the litigation field, specifically in civil and banking litigation, Diana went on to complete her Master of Laws (LLM) with Distinction from the University of Malaya (UM). As a Senior Case Counsel at the AIAC, Diana handles and supervises the administration of ADR cases encompassing arbitration, adjudication, mediation and domain disputes. Other portfolios under her belt includes the AIAC's sports arbitration practice and mediation initiatives, where under the AIAC Young Practitioners Group (YPG), Diana is the Co-Chair of the Mediation Committee. Between September 2019 and December 2020, she was appointed as the Secretary-General of the Asian Domain Name Dispute Resolution Centre (ADNDRC). In December 2020, Diana was also appointed as the Honorary Secretary for the Sports Law Association of Malaysia (SLAM). Diana is also a Member of the Chartered Institute of Arbitrators (CIArb) and an accredited mediator, certified by the Royal Institution of Chartered Surveyors (RICS) UK. Diana is currently pursuing her PhD in Law at the University of Malaya (UM).

**Irene MIRA** is a Senior International Case Counsel at the Asian International Arbitration Centre and an Assistant Editor at the Kluwer Arbitration Blog. She is also the Co-Chair of the AIAC Young Practitioners Group. She read law at Universitas Indonesia and holds two postgraduate degrees, one is a Master of Law in Comparative and International Dispute Resolution from Queen Mary University of London (as an Indonesia Endowment Fund for Education scholar), and the other is a Master of Law from Universitas Indonesia. Irene is also an HKIAC accredited tribunal secretary. Irene was an intern at a global law firm where she worked on international arbitrations under the auspices of leading arbitral institutions in Europe and Asia-Pacific. Prior to such, she worked at a Jakarta-based forensic audit start-up company where she dealt with transnational white-collar crime-related matters. Irene was a member of an expert team that assisted a Southeast Asian government agency in reviewing the country's foreign investment policies and investment treaties with its treaty partners. She publishes articles on public international law and international arbitration, particularly on investment arbitration related topics. An avid mooter, Irene participated in the Frankfurt Investment Arbitration Moot, the Philip C. Jessup International Law Moot, and the Willem C. Vis Arbitration Moot competitions.

**Nivedita “Nivvy” VENKATRAMAN** is a Senior International Case Counsel at the Asian International Arbitration Centre (AIAC) and she is also the Chair of the Newsletter & Blog Committee at Racial Equality for Arbitration Lawyers (REAL). At the AIAC, Nivvy oversees a diverse caseload of domestic and international arbitration, adjudication, mediation and domain name dispute resolution proceedings whilst working on a broad range of institutional projects. She is a Council Member of the Asian Domain Name Dispute Resolution Centre (ADNDRC), Deputy Secretary-General of the AIAC Young Practitioners Group (AIAC YPG) and Co-Editor of the AIAC Newsletter. Prior to joining the AIAC, Nivvy practised as a commercial disputes and insolvency lawyer at a leading Australian law firm where she acted for government and private clients in litigious and non-litigious matters. She also has experience working at a boutique insolvency & corporate advisory firm where she managed a range of bankruptcy, liquidation, voluntary administration, deed of company arrangement, and receivership matters. Nivvy is admitted to practice in the Supreme Court of New South Wales (Australia). She holds a Bachelor of Commerce (Finance & Marketing) and Bachelor of Laws (Hons) from the Australian National University and a Master of Laws from the University of Sydney.

## MOOT JUDGES

### **Federal Court Judges**

#### **Yang Arif Dato' Sri Hasnah binti Dato' Mohammed Hashim**

Yang Arif Dato' Sri 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) from University Malaya in 1983 and immediately joined the Judicial and Legal service on 1.8.1983. YA Dato' Sri 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. YA Dato' Sri 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 Thiam Suan 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 Master of Laws degree from the University of Western Australia. Prior to her elevation to the High Court of Malaya where she had sat in her new Commercial Court, her Ladyship served in various capacities at the Attorney General's Chambers of Malaysia. These include as Senior Federal Counsel, Senior Assistant Parliamentary Draftsman, Legal Advisor to the State of Negeri Sembilan, Deputy Head of Civil Division and Commissioner of Law Revision and Law Reform. Justice Lim was the first judge of the Construction Court in Kuala Lumpur until her Ladyship's elevation to the Court of Appeal. Justice Lim is a qualified advocacy trainer with the Bar Council Malaysia and has conducted numerous courses on the subject including the Advanced Advocacy Course at Keble College, Oxford. She has also delivered many public lectures of various topics associated with the law both nationally and internationally. Her Ladyship is now a Judge of the Federal Court of Malaysia.

#### **Yang Arif Datuk Harmindar Singh Dhaliwal**

Yang Arif Datuk Harmindar Singh Dhaliwal is currently a Judge of Federal Court, Malaysia. His Lordship graduated with LL.B (Hons) from University Malaya in 1982 and holds a LL.M in Media, Communications and Information Technology Law from University of New South Wales (UNSW), Australia. His Lordship begin his career as a Magistrate in Alor Setar, Kedah in 1982 and held various positions including as Senior Assistant Registrar of High Court of Malaya, Deputy Public Prosecutor, Senior Assistant Parliamentary Draftsman and Senior Federal Counsel with the Attorney General's Chamber. He was later appointed as Sessions Court Judge in Tawau, Taiping, Kuala Pilah and Kuala Lumpur. His Lordship was appointed as Judicial Commissioner of the High Court Malaya in 2009 and later elevated as Judge of High Court Malaya in 2012. His Lordship was elevated to the Court of Appeal on 21.3.2016 and to the Federal Court in March 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 Dato' S. Nantha Balan**

Justice Dato' 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 practiced 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.

## **High Court Judges**

### **Yang Arif Dato' Faizah Jamaludin**

Yang Arif Dato' Faizah Jamaludin is a judge of the High Court of Malaya at Shah Alam. 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. She was elected as an Overseas Bencher of the Inner Temple in 2018 and is currently the President of the Malaysia Inner Temple Alumni Association. Prior to her appointment to the judiciary, Dato' Faizah was a partner of the law firm, Skrine. Dato' Faizah has assisted in judging a number of moot and debate competitions including the Lawasia Moot Competition, the Phillip C. Jessup International Moot Court Competition and the Gandhi Memorial Trust Debate Competition.

### **Yang Arif Tuan Dean Wayne Daly**

Justice Dean Wayne Daly is presently the judge of the High Court in Sabah and Sarawak at Miri. He graduated with an Advanced Diploma in Law from the then MARA Institute of Technology in 1991. He obtained a Master of Laws (LLM) in Law in Development from the University of Warwick, Coventry, UK in 2003. He was called to the Sarawak Bar in 1992. He was appointed Judicial Commissioner on 27.3.2017 before being elevated as a judge of the High Court on 9.4.2019. Prior to his appointment as Judicial Commissioner, he had served 26 distinguished years in the Judicial and Legal Service. Throughout those years, he has held every judicial position in the courts in Sabah and Sarawak from a Magistrate, Senior Assistant Registrar, Research Officer, Deputy Registrar, Special Officer to the Right Honourable the Chief Judge of Sabah and Sarawak, Sessions Court Judge, Judge of the first Special Corruption Sessions Court in Sabah and Sarawak, Director of Sabah Courts and finally the apex post of the Registrar of the High Court in Sabah and Sarawak.

### **Yang Arif Dato' Wan Ahmad Farid bin Wan Salleh**

Justice Wan Ahmad Farid has the distinction of the only Malaysian so far, to have been a member of the three branches of the government. He was a member of the Dewan Negara (2005) and a Deputy Minister (2008) before he joined the Bench in 2015. He is now a judge of the High Court of Malaya at Shah Alam. Justice Wan Farid was admitted to the Malaysian Bar on 6.9.1987. Prior to his elevation to the Bench, Justice Wan Farid was practising in Terengganu and Kuala Lumpur. Justice Wan Farid has participated in judging a number of moot and debate competitions including the Lawasia Moot Competition, the Phillip C. Jessup International Moot Court Competition and the Lincoln's Inn Alumni Association of Malaysia-Selangor Bar e-Moot Competition.



### **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.

### **Judicial Commissioners**

#### **Yang Arif Tuan Awang Armadajaya Bin Awang Mahmud**

Yang Arif Tuan Awang Armadajaya read law at the Kulliyah of Laws, International Islamic University Malaysia where he obtained LL.B(Hons). He became an academic staff of Faculty of Social Sciences, University Malaysia Sarawak, before being admitted to Attorney-General's Chambers Malaysia, where he became a deputy public prosecutor / senior federal counsel. He became a certified mediator in 2002, certified para-counsellor in 2009. He held many posts such as Head of the Prosecution Division, Official Assignee Department; Conducting Officer of the Royal Commission of Enquiry, (Teoh Beng Hock); Deputy Director-General of the Judicial and Legal Training, Institute, Malaysia; Acting Head of the Appellate Division, Attorney-General's Chambers; and Chairman of the Advisory Board, Prime Minister's Department. He was elevated as Judicial Commissioner, High Court of Malaya in May 2019.

#### **Yang Arif Tuan Ong Chee Kwan**

Ong Chee Kwan JC was appointed as Judicial Commissioner of the High Court of Malaya in May 2019. Prior to his elevation, he was the Joint Managing Partner of Messrs Christopher & Lee Ong ("CLO"). The firm, formed in 2013, was a merger of 3 firms - Messrs Lee Ong & Kandiah, Messrs Christopher Lee & Partners and Messrs Kamilah & Chong. CLO is a member of the Rajah & Tann Asia network of law firms. Ong Chee Kwan JC graduated from the National University of Singapore ("NUS") with Honours in 1988. He obtained his Masters of Law from NUS in 1992 before returning to Malaysia. He worked in Messrs Drew & Napier, Singapore from 1988 to 1992. He had over 30 years of experience in commercial and shipping litigation practice and had acted as an arbitrator in arbitration proceedings in Malaysia and Singapore.

### **Yang Arif Dato' Fredrick Indran X.A. Nicholas**

Yang Arif Dato' Fredrick Indran X.A. Nicholas has served the Industrial Court of Malaysia as a Chairman from November 2006 to February 2017, at its various divisions in Kuala Lumpur, Ipoh, Perak and Penang. He then served as a High Court Judge in the Civil Division of the superior courts of the Republic of Fiji, for a time in 2017. He then returned, with effect from January 2018, to serve once again as a Chairman of a divisional court of the Industrial Court of Malaysia at Kuala Lumpur. In November 2019, Dato' Fredrick was appointed to the position of Judicial Commissioner; and was posted to serve at the Civil Division of the High Court of Malaya at Johor Bahru with effect from December 2019 to date. From 1986 to 1991, Dato' Fredrick was in the Judicial and Legal Service of Malaysia; where he served as a Magistrate in Negeri Sembilan and then as Deputy Public Prosecutor in Kelantan, followed by being appointed as Head of Prosecution for Malacca. He then practiced as an Advocate & Solicitor of the High Court of Malaya from 1991 to 2006 in Ipoh, Perak and in Kuala Lumpur. While in private legal practice, he had occasion to serve as the Chairman of the Perak Bar; and was a member of the Malaysian Bar Council from 2004 to 2006. Y.A. Dato' Fredrick was called to the Malaysian Bar as an Advocate & Solicitor in 1986; was awarded the Certificate in Legal Practice by the Malaysian Qualifying Board in 1985, prior to which he graduated with an LL. B (Hons) from the University of London, England in 1984.

### **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.

### **Yang Arif Tuan 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 Dato' George Varughese**

Yang Arif 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. YA 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 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, KL Bar - Lincoln's Inn Alumni Moot Court Competition and the Lawasia Moot Competition.

### **Yang Arif Tuan 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 Dr. Arik Sanusi Bin Yeop Johari**

Yang Arif Dr. Arik Sanusi bin Yeop Johari was born in Seremban, Negeri Sembilan on 11 November 1969. He received his Bachelor of Laws (LL.B Hons) from the International Islamic University of Malaysia in 1993 and later pursued his postgraduate study on part time basis in Master of Comparative Laws (MCL) (1998) and LL.M (Administration of Islamic Law) (2009) from the same alma mater and Ph.D (2012) from the University of Malaya. Upon graduation, he did his chambering at Messrs. Tunku Mukhrizah and Partners and was called to the Bar on 13 May 1994 as an Advocate and Solicitor in the High Court of Malaya. On 16 April 1994, he joined the Judicial and Legal Service and began his career as a Magistrate in the Magistrate Courts of Kuala Lumpur and Kuala Kubu Bharu until 2000. From 2001 until 2020 he was appointed and posted as a Senior Federal Counsel in the Attorney General's Chambers (AGC), Putrajaya and had served various Divisions in AGC, ie. Research Division, Law Revision and Law Reform Division, Advisory Division and Syariah and Harmonisation of Law Division. His last position in AGC was the Head of the Syariah and Harmonisation of Law Division. On 10 July 2020, he was appointed as a Judicial Commissioner of the High Court and is currently presiding in the High Court of Kangar, Perlis and in High Court 3 at the High Court of Alor Setar, Kedah.

### **Yang Arif Puan Alice Loke Yee Ching**

Yang Arif Puan Alice Loke Graduated from the University of Malaya (LLB. Hons) in 1986. Served in the Judicial and Legal Service for 34 years before being appointed Judicial Commissioner of the High Court at Shah Alam in July 2020. Whilst in the Judicial and Legal Service, served in various capacities and departments, namely, Deputy Registrar of the Supreme Court, Deputy Official Assignee (now renamed as Deputy Director General of Insolvency), Senior Director of Enforcement in the Companies Commission, legal adviser to the Ministry of Works, and Senior Federal Counsel in the Civil Division of the AGC for 16 years. Was the Head of Civil Division just prior to being appointed as a Judicial Commissioner.

### **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 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 Wan Muhammad Amin bin Wan Yahya**

Yang Arif Tuan Wan Muhammad Amin bin Wan Yahya was appointed as Judicial Commissioner of the High Court of Malaya on 10th July 2020. He currently presides over the NCC 3 Court of the Commercial Division of the High Court in Kuala Lumpur. He read law at the University of Liverpool, United Kingdom where he graduated with a Bachelor of Laws (Hons) from the said University. Tuan Amin was called to the Malaysian Bar in 1998 and practiced in, amongst others, the area of commercial, corporate, employment, land and administrative law. He has conducted lectures and courses at the Judicial and Legal Services Institute (ILKAP) as well as a talk at the Attorney General's Chambers (Civil Division). He was a judge of the Universiti Kebangsaan's Client Consultation Competition 2018. Tuan Amin served on the University of Liverpool's Law School & Social Justice Advisory Board in United Kingdom prior to his appointment as Judicial Commissioner.

### **Yang Arif Nurulhuda Nuraini Bte Mohamad Nor**

Yang Arif Nurulhuda Nuraini Bte Mohamad Nor, a Judicial Commissioner at the Shah Alam (Criminal) High Court was formerly an Advocate & Solicitor before joining as legal officer with the Attorney General's Chambers for 24 years. She had background work in civil matters as Federal Counsel and a Deputy Public Prosecutor in criminal matters. She subsequently joined the Securities Commission as Executive Director of the Enforcement Division for a while before her appointment to the bench.

### **Yang Arif Tuan Su Tiang Joo**

Justice Su Tiang Joo was appointed as a Judicial Commissioner on 1.9.2020 and is currently serving in the High Court in Malaya at Ipoh. After graduating with a Bachelor of Laws (Hons) from Manchester Polytechnic and being admitted as a Barrister of Gray's Inn, he was called to the Malaysian Bar in 1984. Prior to his appointment to the Bench, he practised as an Advocate & Solicitor for 36 years mainly in the area of Civil Litigation. Whilst at the Bar, he volunteered much of his time to the professional development of the legal profession including reviewing the Legal Profession Act 1976 and the Legal Profession (Practice and Etiquette) Rules 1978. He was a board member of the Advocates and Solicitors Disciplinary Board. He is the present President of The Malaysian Chapter of the Honourable Society of Gray's Inn and has assisted in judging a number of mootng competitions organised by Lawasia.

### **Yang Arif Dr. John Lee Kien How @ Mohd Johan Lee**

Yang Arif Dr Johan graduated with LLB (Hons) and thereafter obtained a Master of Comparative Laws degree both of which from International Islamic University Malaysia. He also obtained an MA in Economics for Competition Law from King's Collage London and a Ph.D in Business and Commercial Law from Monash University Australia. Prior to his elevation, he was an advocate and solicitor of the High Court of Malaya, High Court of Sabah & Sarawak, the Shariah Court and the Supreme Court of Brunei. Up till his elevation, he lectured part-time in a few local law schools. He also occasionally conducted in-house trainings to various banking institutions, governmental and semi-governmental institutions worldwide. In 2006, he was a visiting scholar to the Asian Law Centre of the University of Washington. He was a consultant to few governmental agencies as well as few government-funded banks. He is also a certified and qualified arbitrator and mediator. In April, 2021, YA was appointed a Judicial Commissioner and is currently presiding in Mahkamah Tinggi Civil 6 at the High Court in Kuala Lumpur. An international mooter during his student years, upon his graduation, he has couched few moot teams and organized numerous local and international moot competitions.

### **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 LI.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.

### **Officers from the Attorney General's Chambers**

#### **Dato' Mohd Dusuki Bin Mokhtar**

Dato' Mohd Dusuki Mokhtar graduated with the Bachelor of Law Degree (LLB. (Hons.)) from IIUM, Malaysia in 1992 and obtained the Masters Degree (LLM) in Prosecution Practice from the University of Wollongong, New South Wales, Australia in 2012. Dato' Mohd Dusuki Mokhtar was called to the Bar as an Advocate and Solicitor in early 1993 and he joined the Judicial and Legal Services in the same year. Dato' Mohd Dusuki served as a Deputy Public Prosecutor (DPP) in the Attorney General's Chambers (AGC) from 1993 – 2006 and was subsequently attached as a Senior Federal Counsel at the Ministry of Internal Security from 2006 – 2009. He was then transferred to the AGC HQ in 2009 and served as a DPP in the Prosecution Division and also the Appellate and Trial Division until late 2016. He had also served at the Industrial Court in Kuala Lumpur as the Chairman from late 2016 – late 2017. Dato' Mohd Dusuki was then attached to the Appellate and Trial Division from late 2017 to the present and he is currently the Deputy Head of the Appellate and Trial Division.

#### **D. Sunita Kaur Jessy**

Sunita graduated with a LLB. (Hons) from University of London and obtained a Certificate in Legal Practice (CLP). She also obtained a LLM from the University of Wollongong, Australia. Sunita has served as a Magistrate, Deputy Public Prosecutor, Deputy Registrar at the Court of Appeal and as a Sessions Court Judge. She is currently a Senior Federal Counsel at the Attorney General's Chambers.

#### **Farah Nurul Ayu Binti Izany**

Farah graduated with a LLB Hons from UiTM in 2006. She also obtained a Postgraduate Diploma in Syariah Law and Practice (DLSA) in 2007 and a Master of Laws from UKM in 2018. She is currently a Senior Federal Counsel of the International Affairs Division at the Attorney General's Chambers (AGC). Farah was formerly a Federal Counsel at the Ministry of Housing and Local Government, Federal Counsel at the Ministry of Health, Senior Federal Counsel of the Public-Private Partnership at the Prime Minister's Department, Senior Federal Counsel at the Advisory Division and Senior Assistant Parliamentary Draftsman of the Drafting Division at the AGC.

#### **Intan Diyana binti Ahamad**

Intan is currently a Senior Federal Counsel at the Attorney General's Chambers. She graduated with a Bachelor of Laws from IIUM and a LLM (Maritime Law) from the University of Southampton, UK. Intan has served as a Deputy Public Prosecutor, Federal Counsel/ Senior Federal Counsel at the International Affairs Division of AGC, Assistant Legal Advisor for the State of Pahang.

### **Kamal Baharin bin Omar**

Kamal graduated with a Bachelor of Laws (Hons) from the International Islamic University, Malaysia. He is currently the Head of Money Laundering and Forfeiture of Proceeds of Crimes Unit of the Prosecution Division at the Attorney General's Chambers. Kamal has served as a Magistrate at the Magistrate's Court Parit Buntar, Perak and Magistrate's Court Telok Datok, Selangor; Senior Assistant Registrar at the High Court of Malaya, Kuala Lumpur; Deputy Public Prosecutor of the Prosecution Division at the Attorney General's Chambers; Deputy Public Prosecutor of the Anti-Corruption Agency of Malaysia; Senior Federal Counsel of the International Affairs Division, Attorney General's Chambers; Secretary of the Enforcement Agencies Integrity Commission; Deputy Director of the Legal and Prosecution Division, Malaysian Anti-Corruption Commission; Director of Prosecution in Sarawak and in Negeri Sembilan.

### **Maslinda @ Linda Binti Mohd Ainal**

Maslinda is the Head of Privatisation and Contract Management Unit at the Advisory Division of the Attorney General's Chambers (AGC). She has served as a Deputy Public Prosecutor, Director, Federal Counsel, Senior Federal Counsel and Legal advisor at several agencies which are at the Malaysia Royal Customs Department, Legal Affairs Division of the Prime Minister's Department, Occupational Safety and Health Department, Ministry of Education, Ministry of Tourism, Insolvency Department, Public Private Partnership Unit of the Prime Minister's Department, Ministry of Agriculture and Head of Information, Technology and Financial Unit of Advisory Division, AGC.

### **Ramzi bin Osman**

Ramzi bin Osman graduated with a LL.B (Hons) from the International Islamic University Malaysia (IIUM) in 2001 and obtained a Master of Comparative Laws (MCL) from the same University in 2002. He is currently a Senior Federal Counsel of the Syariah & Harmonisation of Law Division at the Attorney General's Chambers (AGC). Ramzi was an Advocates & Solicitors at Messrs. Azmi & Associates from 2002 – 2003 and he was subsequently appointed as a Magistrate at the Magistrates' Court, Sandakan, Sabah (2003 – 2007) and at Magistrates' Court, Seremban, N. Sembilan (2007 – 2008). He was also a research officer at the Federal Court of Malaysia (2008 – 2013), Deputy Registrar at the High Court of Kuantan, Pahang (2013 – 2014), Sessions Court Judge at the Sessions Court of Temerloh, Pahang (2014 – 2016), Deputy Registrar at Court of Appeal of Malaysia (2016 – 2018) and a Legal Advisor at the Department of Islamic Development Malaysia (JAKIM) (2018 – 2021).

### **Zureen Elina Binti Hj Mohd Dom**

Zureen Elina is currently the Unit Head of the Arbitration & Alternative Dispute Resolution Unit in the Civil Division of the Attorney General's Chambers (AGC). She graduated with a Bachelor of Laws (Hons) from the Universiti Kebangsaan Malaysia in 2003 and obtained a Master of Laws (LLB in Public Law) from the University of Bristol, UK in 2012. Zureen was a Senior Federal Counsel (Tort and Statutory Duties Unit) at the Civil Division of the AGC from 2012 – April 2019; Deputy Public Prosecutor and Senior Federal Counsel at the Appellate and Trial Division of the AGC from April 2009 – October 2011; Federal Counsel (Tort and Statutory Duties Unit) at the Civil Division of the AGC from 2005 – April 2019; Federal Counsel at the Civil Unit and Civil Division of the AGC from 2003 – 2005.

### **Lawyers, AIAC Case Counsels**

#### **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.

#### **Abdul Rahim Sinwan**

Abdul Rahim Sinwan is an Advocate & Solicitor of High Court of Malaya since 1991. He too has been a lecturer at the International Islamic University from 1991 to 1994. He holds a Masters in Comparative Laws and is an accredited Mediator from Australia. He is a civil litigator and had his cases in the Law Journals. He had represented the Bar Council against delinquent Solicitors.

#### **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. Andrew has been serving as a judge in the Strata Management Tribunal since July 2018. He was most recently reported in the Federal Court decisions of Dubon Berhad v Wisma Cosway Management Corporation [2020] 4 MLJ 288 and See Leong Chye v United Overseas Bank (Malaysia) Bhd [2021] MLJU 739.



## **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 26 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.

### **Ahmad Haniffitri**

Ahmad Haniffitri did his pupillage at Cheang & Ariff (now known as Chooi & Company + Cheang & Ariff) focusing on general litigation. After his pupillage, he went back to his hometown and practised at Hamidah Rosmawati & Associates handling conveyancing, criminal and banking matters. Later, he joined a financial institution in their Legal & Secretarial Department where he was involved in drafting corporate documents, handling legal notices and vetting agreements/documents. He is now a case counsel at AIAC managing arbitration, mediation, and adjudication cases. He is also one of the drafter of the upcoming i-Arbitration Rules.

### **Ariff Bin Rozhan**

Ariff is an advocate and solicitor of the High Court of Malaya and a practicing Barrister-at-Law in England & Wales. Ariff has practiced law for nearly 30 years. He began his career in 1989 at an international city law firm in London. From 1991 until 2003 he practiced as a Barrister in Temple, London, England, where he was instructed as Counsel at various levels of the Judicial System in England and Wales. He returned to Malaysia in 2004 and joined Zaid Ibrahim & Co as a Partner, where he managed the firm's Dispute Resolution department and was on the Executive Committee until he left in 2015. Ariff founded Ariff Rozhan & Co in April 2015 and is its Managing Partner. In November 2015, Ariff set up the Chambers of Ariff Rozhan in London, England, from where he recommenced his practice as a Barrister. Ariff has also been authorised by the Bar Council of England & Wales to "Conduct Litigation" and is registered to accept instructions via Direct Access. Ariff has experience in conducting cases in complex claims and disputes, in a wide range of fields including arbitration, corporate and commercial disputes, insurance and reinsurance, banking, administrative, insolvency, construction and contractual matters. He also has extensive experience in cases where forensic investigation is required. His clients include both local and international banks, major local and international corporations, statutory bodies and local authorities. Ariff has been recommended by peers, as a "top litigation expert". He has been ranked as the Leading Litigation and Dispute Resolution practitioner in Malaysia and was named as a "Local Disputes Star" and a "Dispute Resolution Star". He is recognized as one of Malaysia's Leading Lawyers. Ariff is also a multiple recipient of the International Client Choice Award (2017 and 2018) in London (for the Litigation Category in Malaysia), and a winner of the Asialaw Asia Pacific Disputes Resolution Award in Hong Kong (2017). Ariff is also currently an Independent Non-Executive Director of a public listed company in Malaysia where he was acting Chairman of the Board in 2013 and 2014, and Chairman of the Audit Committee from 2012 to 2014. Ariff is also a Fellow of the Chartered Institute of Arbitrators and a member of the Honourable Society of the Inner Temple.

### **A G Kalidas**

Prior to leading the Malaysian Bar, A G Kalidas served in various capacities within the Malaysian Bar, including as Secretary of the Malaysian Bar (2020/2021), Chairman (2017/2018 and 2018/2019) and Secretary (2007/2008, 2015/2016 and 2016/2017) of the Selangor Bar Committee, and Chairman of the Selangor Legal Aid Centre (2005–2006). He currently sits on the Board of the Legal Profession Qualifying Board, is a member of the Advocates and Solicitors Disciplinary Board, and a Board Member of the National Legal Aid Foundation. A practising civil and criminal litigation lawyer for over 23 years, A G Kalidas firmly believes in growing the legal talents of tomorrow. He engages with young, aspiring students of the law via talks and lectures at universities and private colleges nationwide.

### **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.

### **Bailey Leong Pui Yee**

Bailey graduated with LLB (Hons) from University of Northumbria at Newcastle in year 2010 and is a Barrister-at-Law of Lincoln's Inn. Bailey was admitted as an Advocate & Solicitor of the High Court of Malaya in year 2012. Bailey is a partner in the Litigation practice group at Messrs Zul Rafique & Partners. Bailey's key practice area is in corporate and commercial litigation with an emphasis on corporate insolvency or liquidation, restructuring of debts and schemes of arrangements, receivership and shareholders disputes. In addition, her work also comprise of advisory work on debt recovery matters concerning banking and financial institutions, intellectual property, tortious claims as well as land disputes. She also has extensive knowledge and experience in conducting pre-litigation assessment and management exercises and in conducting litigation forensic exercises which involve:- (i) managing potential disputes before they occur; (ii) assessing and managing risks associated with potential disputes and litigation; and (iii) conducting litigation forensic exercises to determine pitfalls, merits and thereafter crafting strategies for potential disputes.

### **Brian Foong Mun Loong**

Brian Foong was called to the Malaysian Bar in 2001. He specialises in corporate and commercial disputes. He sits in the Disciplinary Committee of the Advocate & Solicitors' Disciplinary Board and is a registered trainer with the Advocacy Training Committee (ATC). He is currently one of the sitting President of the Strata Management Tribunal under the Ministry of Housing and Local Government.

### **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.

### **Chia Loong Thye**

Chia Loong Thye, an alumnus of University of Warwick, is a member of the Gray's Inn, London since 1983. Admitted as an advocate and solicitor of the High Court of Malaya in 1985, Chia Loong Thye holds a multitude of experience in various areas of practice. He started his journey in the field of civil litigation before participating in other dispute resolutions processes which includes industrial disputes, arbitration and mediation. Chia has also been involved in an international arbitration where the hearing was partly held in both Kuala Lumpur and London. As a qualified mediator with the Malaysian Mediation Centre since 2000, Chia has mediated a number of commercial and civil disputes

such as construction dispute, shareholders' dispute and disputes pertaining to the administration of estates. He is also a qualified Adjudicator with the Asian International Arbitration Centre (AIAC) since 2016.

### **Christopher Leong**

Christopher graduated with a Bachelor of Arts, majoring in economics and philosophy in 1984 from Monash University, Australia, and completed reading law (LL.B) at the University of Nottingham in 1988. He was called as an Utter Barrister of the Honourable Society of Lincoln's Inn in 1989 and was enrolled and admitted as an advocate and solicitor of the High Court of Malaya in 1990. Christopher is a Managing Partner of Chooi & Company + Cheang & Ariff. He has extensive experience in the fields of corporate and commercial litigation, shareholders' disputes, and banking and securities litigation. He is well-versed with issues that customarily arise in litigation with cross-border elements. Additionally, he practices in the area of constitutional and administrative law, and public interest litigation. Christopher also acts as counsel in domestic and international arbitrations. He is presently empanelled as an arbitrator of the Asian International Arbitration Centre (AIAC), and also as an arbitrator under the AIAC and the Hainan International Arbitration Court (HIAC) joint empanelment scheme. He is an external mediator and adjudicator on the Panel of Mediators and Adjudicators of the Securities Industry Dispute Resolution Center (SIDREC). Christopher was the 30th President of the Malaysian Bar (2013 – 2015) and was the Chairman of the Bar Council of Malaysia (2013 – 2015), which is the governing body of the Malaysian Bar. Christopher is the Immediate Past President of LAWASIA, the Law Association for Asia and the Pacific. In the year 2013-2015, Christopher was a member of the Legal Profession Qualifying Board established under the Legal Profession Act 1976; Deputy Chair of the National Legal Aid Foundation; Member of the Executive Council of the International Centre for Law and Legal Studies (I-CeLLS), a law research and policy body initiated by the Attorney General's Chambers of Malaysia. In the year 2013-2016, he was a Member of the Selection Committee for the appointment of SUHAKAM Commissioners under the Human Rights Commission of Malaysia Act 1999. He was a member of the AIAC Advisory Council (July 2019 to January 2021). Presently, Christopher is a member of the Taylor's University Law School Legal Profession Advisory Panel; a member on the Industry Advisory Board Monash Bachelor of Politics, Philosophy and Economics (PPE); and a member of the Board of Directors of the Institute for Democracy and Economic Affairs (IDEAS), a non-profit cross-partisan think tank foundation in Malaysia. Christopher is the recipient of the University of Nottingham Alumni Laureate Lifetime Achievement Award 2018.

### **Cheah Poh Gek**

Poh Gek is an Advocate & Solicitor of the High Court of Malaya and was admitted to the Malaysian Bar in 1985. She is the senior partner of Messrs Cheah Poh Gek & Associates, a Selangor-based law firm. Her principal practice area is in conveyancing, with an emphasis in family matters. Poh Gek served as the Head of the Conveyancing Sub-Committee at the Selangor Bar from 1996-2004 and as a member on the Conveyancing Sub-Committee of the Malaysian Bar for many years. She obtained her Certificate of Mediation from LEADR (Australia) in 2001 and is registered as Mediator with the Malaysian Bar. She is also an Associate Member of The Chartered Institute of Arbitrators, U.K.

### **Chu Ai Li**

Chu Ai Li is a partner of Azman Davidson & Co., and has more than 20 years' experience as a lawyer. Her core practice areas are construction law, arbitration and adjudication. She is on the panel of arbitrators as well as the panel of adjudicators of the Asian International Arbitration Centre.

### **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 also holds a Diploma in International Arbitration from the Chartered Institute of Arbitrators. 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.

### **Conrad Francis Lopez**

Conrad Francis Lopez graduated from Oxford Brookes University, England with Honours in 2005. Upon completing the Certificate of Legal Practice, Malaysia he was admitted as an Advocate & Solicitor of Malaya in 2007. Conrad commenced practice in the Dispute Resolution Department of a reputable firm, specialising in Banking and Insolvency laws. During this time, he acted and advised on matters relating to banker-customer relationship, borrowers' obligations, Islamic banking, banking fraud and

forgery, liquidation, receivership and personal insolvency matters. In the course of practice he has also advised local and international companies on various areas of civil and commercial disputes ranging from contractual disputes, regulatory and statutory compliance matters, judicial review, defamation, and professional negligence claims. Conrad has been involved in heavily contentious matters that have been litigated at various levels of the Malaysian Court hierarchy.

#### **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 25 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 Asian International Arbitration Centre, and accredited mediator with the Construction Industry Development Board, Malaysia.

#### **David Dev Peter**

David is a partner at Messrs Jerald Gomez & Associates. Having graduated from the University of Leicester, England; he was called to the Bar in 1995 and later completed his LL.M at the University of London. David has been in active practice to date since 1996, except for the 3 years he served as corporate counsel in public-listed Landmarks Berhad, where he handled work in varied sectors such as medicare, property development, commercial property management and hotels. His current practice areas are litigation, arbitration and dispute resolution. David's firm, Messrs Jerald Gomez & Associates, has carved out a niche for itself as a firm that accomplishes bespoke and comprehensive solutions to legal predicaments faced by their clientele. David serves on the Malaysian Bar's International Professional Services Committee, which handles issues surrounding liberalisation and trade in legal services. He also serves as a volunteer lawyer for the Yayasan Bantuan Guaman Kebangsaan handling criminal trials and appeals. David is a certified Adjudicator under CIPAA 2012 and a member of the Malaysia Society of Adjudicators.

#### **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.

### **Dato' Dr. Abd Shukor Ahmad**

Dato' Shukor is a Partner and Head of Dispute Resolution at Shukor Baljit & Partners. He read law at the University of Malaya and went on to obtain Bachelor's as well as Master's degree from that University. He was admitted to the High Court of Malaya in 1997. Whilst his practice primarily involves civil and commercial dispute resolutions he is also adept at corporate exercises of mergers, acquisition, financing and securitization. He has appeared regularly at the Superior Courts. He is a Fellow of the Chartered Institute of Arbitrators (CI Arb), Malaysian Institute of Arbitrators (MI Arb) and the Arbitrators and Mediators Institute of New Zealand (AMINZ). He is also a qualified Mediator. He has appeared as counsel in domestic as well as international arbitrations. He has also been appointed as sole arbitrator in ad hoc and institutional arbitrations. He secured his degree of Doctor of Philosophy (PhD) from the International Islamic University in 2013. He has also published articles in scholarly journals and has authored a text entitled "Legal Aspects of Hire Purchase" in 2009. He has been regularly invited to judge the International Humanitarian Law Moot and Philip C. Jessup International Law Moot Court Competition.

### **Dato' Nitin Nadkarni**

Dato' Nitin Nadkarni is a Senior Partner and head of the Energy, Projects & Infrastructure, and International Arbitration Practice Group in Lee Hishammuddin Allen & Gledhill. In his 35 years of practice as counsel and arbitrator, he has been involved in over 200 international and domestic arbitrations, many of industry significance. His experience includes ICC, SIAC, AIAC and LCIA arbitrations, in both common law and civil law jurisdictions, as well as complex construction litigation. Nitin acts primarily as counsel and has appeared at all tiers of the Malaysian courts. 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 Arbitrators, and a panel arbitrator of the ICC, the SIAC, the AIAC, the BIMACC, the Hainan Arbitration Commission and the Chongqing Arbitration Commission. He is also a member of the Advisory Council of the AIAC and the Chairman of the Arbitration Committee of the Bar Council of 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. Asialaw Profiles recognizes him as Elite Practitioner 2020 for Construction and Dispute Resolution. As an arbitrator, Legal 500 describes Nitin as "prolific". Most recently, he has been recognised as Dispute Resolution Lawyer of the Year by Asian Legal Business Malaysia Law Awards 2021. 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' Hj. Kamaruzaman bin Muhammad Arif**

Dato' Hj. Kamaruzaman bin Muhammad Arif graduated from the University of East Anglia, United Kingdom with Bachelor of Laws (Hons) in 1997 and passed his certificate of Legal Practice (CLP) examination in 1998. Dato' Haji Kamaruzaman started his legal career in a reputable firm in Petaling Jaya as a legal assistant before joining two local authorities as the Head of Legal Department and took charge in various civil suits, prosecutions, legal advice, drafting and amending by-laws. He had been invited by various agencies and an active speaker on local government laws including UiTM, Polis DiRaja Malaysia, Kastam DiRaja Malaysia, Persatuan Pihak Berkuasa Tempatan ("MALA"), Majlis Perbandaran Kota Bharu, Majlis Perbandaran Alor Gajah and Pusat Latihan Penguatkuasaan Negeri Selangor. In 2003, Dato' Haji Kamaruzaman joined Malaysia Airlines (MAS) as a Counsel where he gained expertise in corporate and commercial laws, privatizations and outsourcing of services. He had worked together with a leading legal firm in Sydney for a mega IT outsourcing project. In 2005, the state of Selangor appointed Dato' Hj. Kamaruzaman to be a Consultant in drafting the unified by-laws for all local authorities in Selangor. He managed to complete this task successfully and over 27 standardised by-laws have been introduced in Selangor. Dato' Kamaruzaman also authored two books pertaining to enforcement in Selangor local authorities, copies which were circulated to all Selangor local authorities. Dato' Hj. Kamaruzaman holds knowledge and experience in various of legal areas covering diverse matters and his pursuit for legal knowledge and expertise never ends and continued throughout his entire legal career and practice. He holds excellent records in civil litigation, delivering legal solutions on disputes in major joint venture projects, administrative laws, corporate banking and conveyancing.

### **Dato' Sunil Abraham**

Dato' Sunil Abraham is a partner in Cecil Abraham & Partners based in Kuala Lumpur. He specialises in Corporate and Commercial, Banking and Securities, Media, Public and Administrative as well as Environmental Law disputes. He has significant advocacy experience before the Federal Court, Court of Appeal and High Court in Malaysia as well as before arbitral tribunals. He has been recognised as a leading individual by Who's Who Legal and Legal 500 Asia Pacific and is ranked by Chambers & Partners Asia Pacific, Benchmark Litigation, Global Arbitration Review in the area of dispute resolution. In 2016, he was named by Asian Legal Business in the Top 40 Under 40 Practitioners in Asia.

### **Dr. Wan Mohd Asnur bin Wan Jantan**

Dr. Wan Mohd Asnur bin Wan Jantan is currently Head of Muamalat and Inspectorate Unit at the Syariah and Harmonisation of Law Division of the Attorney General's Chambers (AGC), Malaysia. Prior to the current portfolio, he was posted as Senior Federal Counsel at the International Affairs Division of AGC, where he has dealt with multifarious issues on international law, particularly international trade, investment, dispute resolution, and the list goes on. Dr. Asnur has wide experience judging various international moot court competitions. In this regard, he has served as a judge and an arbitrator in the Phillip C. Jessup International Moot Court Competition, FDI Skadden Moot Court Competition, Monroe Price Media Law Moot Court Competition, the Law Asia Moot Court, to name a few.

### **Datin Savithiri Ganesan**

Datin Savithiri Ganesan graduated from the University of London with a LL.B. (Hons) and was called to the English Bar as a Utter Barrister of Lincoln's Inn. As an Advocate & Solicitor, she has been in active practice since April 1991 and is the sole proprietor in the firm of Messrs Savi Ganesan & Co. with more than thirty years of experience in civil, commercial and corporate litigation acting for companies, financial institutions and government bodies. She later graduated with a LL.M. degree from University of Malaya and went on to pursue a Post Graduate Diploma in International Commercial Arbitration from Queen Mary College, London and graduated with a merit. Datin Savithiri is a Fellow of the Chartered Institute of Arbitrators, London and was later made a Fellow of the Asian Institute of Alternate Dispute Resolution Centre in 2019. Datin Savithiri is on the AIAC Panel of Arbitrators and arbitrates domestic disputes and also acts as Counsel. She complements her practice with her many appointments as a Chairperson in tribunals, disciplinary committees and a number of other regulatory bodies and also advises clients on legal issues. Datin Savithiri has actively been involved as an Arbitrator in the many Moot Competitions organized by several international bodies expanding more than ten years.

### **Delphine Rane Dawson**

Delphine graduated from University of London in 1990. She obtained her Master's degree in Law at the University of Malaya in 1998. She heads the Dispute Resolution and Corporate Conveyancing department of Messrs George Varughese. She is an accredited Adjudicator, Sports Arbitrator and Mediator. Delphine also holds a Diploma in International Arbitration. She has handled various civil litigation portfolios including insurance claims and industrial accident matters and various other civil matters. She concomitantly handles property practice documentation in relation to corporate acquisition and disposal of commercial and residential properties. The last decade has seen her concentrate on arbitration and dispute resolution related matters.

### **Diana Rahman**

Diana graduated with a Bachelor of Laws (Honours) degree in 2011 from MMU Malacca under a full scholarship by the Government of Malaysia. After gaining experience in the litigation field, specifically in civil and banking litigation, Diana went on to complete her Master of Laws (LLM) with Distinction from the University of Malaya (UM). As a Senior Case Counsel at the AIAC, Diana handles and supervises the administration of ADR cases encompassing arbitration, adjudication, mediation and domain disputes. Other portfolios under her belt includes the AIAC's sports arbitration practice and mediation initiatives, where under the AIAC Young Practitioners Group (YPG), Diana is the Co-Chair of the Mediation Committee. Between September 2019 and December 2020, she was appointed as the Secretary-General of the Asian Domain Name Dispute Resolution Centre (ADNDRC). In December 2020, Diana was also appointed as the Honorary Secretary for the Sports Law Association of Malaysia (SLAM). Diana is also a Member of the Chartered Institute of Arbitrators (CI Arb) and an accredited mediator, certified by the Royal Institution of Chartered Surveyors (RICS) UK. Diana is currently pursuing her PhD in Law at the University of Malaya (UM).

### **Elaine Yap**

Elaine Yap has been in active legal practice in Malaysia since 1999 as a litigator, arbitration counsel and arbitrator. She is experienced in handling civil, commercial, and administrative disputes in various state Courts and tribunals in Malaysia as well as in institutional and ad hoc arbitrations on a variety of subjects. She established Elaine Yap Law Office in 2017 and runs a niche dispute resolution practice based in Kuala Lumpur and specialises in assisting local and foreign companies and individuals to manage, mitigate and resolve complex disputes with a solutions-oriented approach. Elaine is a member of the Malaysian Bar Council Arbitration Committee and a Fellow of the Malaysian Institute of Arbitrators, Chartered Institute of Arbitrators.

### **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 advice 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).

### **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.

### **Gary Yap**

Gary was admitted as an Advocate & Solicitor of the High Court of Malaya in 2008 and formerly in Messrs Raja Darryl & Loh's Construction Arbitration department and thereafter the Dispute Resolution department of Messrs Adnan & Sundra & Low. He provides advocacy and advisory services in disputes involving general areas of litigation specifically: Construction Litigation, Insolvency Litigation (Receivers and Managers; and Liquidators), Civil Litigation, Industrial Court Disputes, Corporate Litigation; Commercial Litigation; Islamic Banking Litigation and Conventional Banking Litigation.

### **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 26 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.

### **Gregory Das**

Gregory is a Partner at Messrs Steven Thiru & Sudhar Partnership. He spent his initial years in practice in the General & Civil Litigation and Employment and Labour Law Departments of one of the large law firms in the country. His practice has a particular emphasis on public and administrative law, housing law and employment law. Gregory is the author of "The Law and Practice of Judicial Review in Malaysia", which is the first practitioner's text in this jurisdiction exclusively on the law, practice and procedure of judicial review in Malaysia. He is also a former Vice – President of the Malaysian Institute of Arbitrators. Gregory read law at the University of Bristol and graduated with an LL.B. (Hons) degree in 2010. He was thereafter called to the Bar of England and Wales by the Inner Temple in 2011.

### **Gunavathi Subramaniam**

Gunavathi has been in practice for 33 years and is currently a Consultant at Messrs Nasser Hamid & Associates. Her main areas of practice encompass civil and commercial litigation including dispute resolution, strata management, construction, banking and family law. Gunavathi is the pioneer mediator in Malaysia with more than 22 years of experience in alternative dispute resolution methods. Gunavathi was responsible for drafting the Mediation Rules, Code of Conduct, Accreditation Guidelines and the Mediation Act for the Malaysian Mediation Centre and deliberated on the Mediation Act with the Attorney General's office. Gunavathi's passion for mediation is further evidenced

by her spearheading the inaugural mediation skills training programme in the country. She has brought her energies to bear by promoting mediation as a premier technique for dispute resolution internationally and in Malaysia. She has thus far, trained more than 800 mediators including a broad spectrum of professionals including Judges of the High Court of Malaya, Judges of the High Court of Sabah & Sarawak and members of the legal and judicial service. She has also trained judges from Asean countries, lawyers, doctors, quantity surveyors, engineers, architects and accountants. For the past two decades, Gunavathi has lectured at the Faculty of Law, University Malaya, the country's premier University for the Master in Laws programme in Alternative Dispute Resolution. She has excelled at educating, guiding and supporting her students in embracing mediation as a primary platform for dispute resolution. She has mediated numerous commercial and family disputes. She is a much sought after speaker who has delivered papers at national and international conferences and webinars.

#### **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.

### **Honey Tan Lay Ean**

Honey Tan Lay Ean obtained her LLM from Warwick University, and is a Middle Templar. Honey is a General Committee member of the Malaysian Middle Temple Alumni Association. She currently serves on the Bar Council, and is the Co-Chairperson of the Family Law Committee. Her main area of practice is in high conflict family matters. Honey is also engaged in public interest litigation, mainly in the areas of equality and non-discrimination. She is recognized as an expert in the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW).

### **Ho Kok Yew**

Kok Yew is in his 18th year of private litigation practice. He is the principal of his namesake law firm, which he established in September 2018. He handles various aspects of contentious disputes covering multiple disciplines in civil, commercial and corporate litigation. He believes his firm of lawyers contribute towards creating an exception to the myth that lawyers who fight in court are hostile and unapproachable. Kok Yew champions the need for his lawyers to have strong interpersonal skills and emotional intelligence - which is always vital if you need the client to agree to your fee structure. Kok Yew also actively engages in corporate practice, bringing together the advantage of prior hands-on experience in the corporate sector during his years as Head of Group Corporate Affairs in a public listed company from 2006 to 2010 (but for these valuable years, he would have been in his 22nd year of private practice). Quite the self-opinionated narcissist, he believes he has seen enough badly drafted contracts that become the subject matter of disputes in court, and that ultimately, it takes a litigator to spot the fine print in a commercial contract.

### **Indran Shanmuganathan**

Indran graduated with an LL.B (Hons) degree from the University of Leicester. He is a barrister-at-law from Lincoln's Inn and was admitted to the Malaysian Bar in 1997. Indran has been a Partner of Shearn Delamore since 2005. Indran has acted in a wide range of IP matters which include trademarks, copyright, industrial designs and patent litigation; enforcement of Intellectual Property (IP) rights through the relevant government agencies; prosecution of trademark and industrial design applications; agreements related to IP and IT. Indran's principal practice is in IP related litigation, mediation and settlement of IP related disputes, protection and maintenance strategies of various IP rights. Indran further advises on matters related to IT, e-commerce, telecommunications, franchising, entertainment, media, sponsorship, merchandising and related agreements as well as various regulatory laws. Indran also provides advice on compliance and related work in the area of Competition & Antitrust including the preparation of competition policy, competition dispute resolution. He also advises clients on compliance and other matters relating to Personal Data Protection & Privacy Laws.

### **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).

### **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, 2020 and 2021. She has recently been named as Outstanding Lawyer 2020 for Client Service Excellence by Asialaw.

### **Jal Othman**

Jal Othman is a partner in the corporate and commercial law practice group in Shook Lin & Bok, one of the oldest and largest law firm in Malaysia. Jal works with a team of approximately 20 lawyers advising on corporate and commercial deals, both for onshore and cross border clients. His portfolio of work includes advising on a wide range of corporate mergers and acquisitions, business disposal plans, internal company restructuring and joint ventures and other commercial collaborations. After graduating from Queen Mary & Westfield College of the University of London and after completing the Malaysian Bar examinations, Jal commenced his pupillage in Shook Lin & Bok and continued his employment with the Firm, culminating in his admission as a partner in 2001. He continued his progression within the Firm with his elevation as a senior partner of the Firm in 2004.

### **Jamie Wong**

Jamie has been engaged in active practice for over 12 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.

### **Janet Chai**

Janet's practice is in commercial, energy, construction and engineering disputes, and has been an accredited adjudicator with the Asian International Arbitration Centre since 2014. Janet graduated from University of Sheffield, England with a Bachelor of Laws (Hons) in 2003, was called to the Bar of England and Wales in 2004 and admitted as an advocate and solicitor of the High Court of Malaya in 2006. Janet commenced practice in Chooi & Company where she was made a partner in 2013. In 2018, Chooi & Company merged with Cheang & Ariff to form Chooi & Company + Cheang & Ariff (CCA), where Janet is one of the partners in the dispute resolution team.

### **Jeffrey John**

Jeffrey is a Barrister-at-Law of England and Wales of Lincoln's Inn. He was admitted to the Malaysian Bar on 1st August 1997 and has been in active practice since that time until 2008 when he left for employment to Negara Brunei Darussalam and remained there in active practice as a litigator until 2012. Thereafter he returned to Malaysia and commenced private practice from 2013 till 2014. He obtained a diploma in International Arbitration from the Chartered Institute of Arbitrators UK. In 2015 he was appointed as the Head of Legal in a corporation dealing with Property Development and Railway Projects until March 2017. Since then he has started his own solo practice. Jeffrey practice areas include Civil Litigation, Criminal Litigation with a particular emphasis on General Civil Litigation, Corporate Litigation and Defamation Actions. He also prepares corporate and commercial Agreements.



### **Jennifer Chandran**

Jennifer Chandran chambered and commenced her practice of law at the firm of Messrs Allen & Gledhill before forming Vaasan Chan & Chandran in 1999 together with the other 2 partners. Jennifer Chandran was invited to lecture at the ATC College of Law and from 1990 to 1993 she lectured hundreds of students on Land Law, Family Law and the English Legal System. She handles the firms litigation and Probate matters. She has appeared in the High Court, Court of Appeal and Federal Court in Malaysia. She has from time to time, at the invitation of Rockwills Trust presented lectures to their professional will writers on Malaysian probate procedures and laws and has also administrated estates of substantial size and value involving local and foreign assets. After years of litigation practice, Jennifer Chandran now also heads our conveyancing practice. Her clients include local and foreign developers. She also provides advisory and consulting service in respect of setting up medical projects in Malaysia.

### **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.

### **Karen Ng Gek Suan**

Karen Ng Gek Suan is a Partner in Azman, Davidson & Co based in Kuala Lumpur, Malaysia. She specialises in building and construction law and regularly advises and represents clients in dispute resolution matters in the building and construction industry since 2007. This includes Court appearance at all tiers of the Malaysian courts, international and domestic arbitrations, adjudications and Royal Commission of Enquiry proceedings. Karen is also currently an International Chamber of Commerce (ICC)-YAF Regional Representative for South Asia (Malaysia), the Past Deputy President of the Malaysian Institute of Arbitrator (MIArb) (2017-2019), an accredited Arbitrator (FMIArb, FSIArb), an Adjudicator under the Construction Industry Payment and Adjudication Act 2012 with the Asian International Arbitration Centre (AIAC), and Mediator with the Malaysia Mediation Centre (MMC).

### **Karen Wilfred**

Karen Wilfred holds a Bachelor of Laws degree from the University of London and was called to the Malaysian Bar in 1996. She has since been in active legal practice, involved mainly in the areas of civil and commercial dispute resolution. She is presently the principal owner of the firm of Messrs Wilfred.

### **Kevin De Rozario**

Kevin was called to the Malaysian Bar in 1998 having completed his pupillage at Messrs Kumar Jaspal Quah & Aishah. He is currently a Partner and Head of the Litigation Department at Messrs Khairuddin, Ngiam & Tan, a KL based firm which has been in existence since 1984. Kevin's principal practice area is in Civil Litigation. Kevin has dealt with a wide range of litigation matters including banking, contractual and tortuous disputes, commercial, winding up proceedings, criminal and family matters. He has also had many years of experience in dealing with Industrial Relations matters, particularly in areas covering termination of employment and constructive dismissal where he has advised both individual and corporate bodies on such issues, including public listed companies. Kevin has represented clients in Industrial Relation cases up to the Court of Appeal. In 2005 and 2008 Kevin had contributed to the Malayan Law Journal's (MLJ) Halsbury Laws Of Malaysia publication particularly in the subject of the Legal Profession. In 2017, he contributed to a book known as "A Guide On Strata Management" published by Ark Knowledge Solutions. This book provides a comprehensive analysis of the law and a simple approach to understanding its application on Stratified Properties. It spells out the duties and prohibitions imposed on all related stakeholders. Outside the ambit of legal practice, Kevin is quite involve in social work being the Deputy Chairman of the Social Concerns Ministry at Tamil Methodist Church Brickfields Kuala Lumpur. He's also the Chairman of Community Action Network (CAN ) a civil society organisation which upholds the principles of human rights and Justice and he is also a Committee Member of the Catholic Lawyers Society (CLS) Kuala Lumpur. Kevin was appointed as an Examiner for the CLP 2020 examinations and he also written some Articles which were reported at the Current Law Journal (CLJ).

### **K Senthil Vaasan**

K Senthil Vaasan commenced his practice of law at the firm of Messrs. Allen & Gledhill. He is presently a partner at the firm of Messrs. Vaasan Chan & Chandran in Kuala Lumpur. He has over 20 years of legal practice experience in corporate/commercial law and advises on a variety of corporate and commercial law issues from general corporate advisory on everyday issues faced by corporations to specific corporate exercises ranging from acquisitions, due diligence exercises, capital raising, joint ventures, etc. He has also advised several companies on data protection laws and processes since the introduction of data privacy legislation in Malaysia.

### **Lavinia Kumaraendran**

Lavinia Kumaraendran was admitted as a Barrister-at-Law (Lincoln's Inn) in October 2003 and to the Malaysian Bar as an advocate in 2005. She holds a Masters Degree in Commercial Law. Lavinia is a passionate litigator and only ever has been in active dispute resolution practice in the fields of general civil and commercial litigation. Her interest and specialization focuses on corporate litigation, particularly shareholders' disputes, breach of directors' duties and liabilities and contentious insolvency claims. She only very recently set up her own practice in partnership under the style and name of Lavinia & Balan Chambers where the vibrant Team of eight (8) advocates focus on Litigation and Construction Arbitration. Having considerable experience acting for a broad range of clients in various industries, including public listed companies, liquidators, receivers and managers, she frequently appears as solicitor and counsel in all tiers of the Courts in Malaysia. Lavinia is also an Advocacy Trainer with the Advocacy Training Committee of the Malaysian Bar where she often trains young lawyers in various jurisdictions including Singapore and South Africa. Lavinia enjoys training the Art of Advocacy where she emphasizes and conveys the importance of staying true to your personality while putting forward a strong argument in Court.

### **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.

#### **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.

#### **Nur Nadhirah Syahmi**

Nadhirah is currently a Case Counsel with the Asian International Arbitration Centre. She graduated with an LLB(Hons) from Taylor's University in 2018 with a Second Upper, where she had also participated in several moot competitions. Prior to joining the AIAC, Nadhirah had worked in areas of intellectual property and international diplomacy. At the AIAC, Nadhirah is actively involved in i-Arbitration and Sports Arbitration work and is passionate in the area of Art Law and Disputes. She has also co-written a journal article on Islamic finance arbitration in Malaysia alongside Tan Sri Datuk Suriyadi, Ex-Federal Court Judge, that is set to be published in August 2021.

#### **Olivia Loh Yuet Ling**

Olivia is one of the founding partners of Gananathan Loh. Olivia obtained her law degree (LLB Hons) from Wolverhampton University, UK and was admitted as an advocate and solicitor of the High Court of Malaya in February 2000. She has been in active practice for 20 years. Olivia practices mainly commercial and construction law. She has worked extensively in matters involving construction arbitration (both local and international), construction adjudication, liquidation and insolvency and corporate disputes. Aside from dispute resolution matters, Olivia is also involved in corporate advisory, drafting and negotiating of construction contracts for local and international clients. Olivia is also one of the panel adjudicators with the Kuala Lumpur Regional Centre for Arbitration.

### **Rahayu Mumazaini**

Rahayu obtained her LL.B (Hons) degree from the International Islamic University Malaysia in 2006 and LL.M (Masters) from the National University of Singapore in 2010. Rahayu has diverse working experience. She previously served the government at the Attorney General's Chambers and contributed her time as a legal researcher at an anti-graft NGO. Rahayu was called to the Malaysian Bar in 2009 and began her litigation career at the firm of Tommy Thomas in 2010, where she presently practices. Her areas of practice are mainly commercial and civil litigation, focusing on shipping and maritime disputes.

### **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.

### **Raja Kumar Raja Kandan**

Raja Kumar was called to the Malaysian Bar in 2008. He is currently a partner in Azman Davidson & Co practicing in the dispute resolution practice group making regular appearances in the High Court, Court of Appeal and Federal Court as well as in the Arbitration circuit both locally and internationally. He is presently a President of the YMG CI Arb Malaysia, a member of the Bar Council Construction Law Committee and a member of the Chartered Institute of Arbitrators. In his youth, he was actively involved in university activities in mooted competition as well as represent Malaysia twice internationally in the Louis M. Brown Client Counselling Competition.

### **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.

### **Ravi Nekoo**

Ravi Nekoo was admitted to the High Court of Malaya in 1995. He completed his Bachelor of Laws degree from University of London (External) in 1992. He went on to do his Masters in Law degree at University Malaya in 2001 and then Masters in Criminal Justice also at University Malaya in 2003. Ravi Nekoo was also admitted as Barrister and Solicitor of the Supreme Court of New South Wales in 2004, the Supreme Court of South Australia and High Court of Australia in 2007. He has been in practice for 25 years and has been a litigator throughout his practice appearing at all levels of the court in Malaysia. He is also authored books on Civil Procedure, Land Law and co-authored a book on Professional Practice. He has also taught Civil Procedure for students sitting for the CLP for many years.

### **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 Petrolia Nasional Berhad [2014] 6 MLJ 31; the law of libel and malicious falsehood in respect of on-line publications and the use of hyperlinks 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 Shearn Delamore & Co. in their Litigation Department. He was made partner in 1984. He retired from Shearn Delamore in December 2018. He is presently in practice on his own as a member of 'RL Group Law Practice'. He acts as counsel in commercial and general litigation, at first instance and on appeal. 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 Chan Weng Keng is a senior member of the Malaysian Bar. He is also a former Vice President of the Malaysian Bar and former Chairperson of its Human Rights Committee. Roger now heads the Environmental and Climate Change Committee of the Bar Council (ECCC), tasked to highlight Climate Change issues which currently concern the whole world and for legislation to be passed urgently in order to address them.

### **Rosey Lim Chu Ai**

Rosey graduated with an LL.B(Hons) degree from the University of London in 2006 and thereafter obtained the Malaysian Certificate in Legal Practice in 2007. She was admitted as an advocate & solicitor of the High Court of Malaya in 2008. Thereafter, she completed her masters in law from the George Washington University under the Fulbright Malaysian Graduate Scholarship in 2012. Rosey commenced her career in legal practice at one of the largest law firms in Malaysia. Prior to joining Chooi & Company + Cheang & Ariff as a partner in June 2018, Rosey was a legal counsel for one of the largest satellite Pay-TV provider in Malaysia. Her area of practice is in energy, projects and infrastructure as well as media and entertainment. She regularly advises and represents clients in the negotiations and drafting of agreements relating to the development, construction, operation and maintenance of power plants and construction projects.

### **Samuel Tan**

Samuel joined Messrs Shook Lin & Bok in August 2006 as a pupil. He was admitted as an associate in August 2007 and subsequently became a partner of the firm in January 2016. Samuel's area of practice is in civil and commercial litigation with an emphasis on banking and finance litigation (conventional and Islamic) which includes recovery work and the enforcement of securities, receivership, corporate insolvency, bankruptcy, contractual and land disputes. Samuel also represents financial institutions and companies in claims involving fraud, negligence, conspiracy and breach of fiduciary and/or statutory duties. He also represents and acts in director, shareholder and association disputes.

### **Suaran Singh Sidhu**

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 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 had 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 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. 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 be it by foot or books, whipping up a meal for his family and hoping (presumptuously) to see some happy faces when all is polished. He will go to great lengths for a good cup of chai which remains an ever-evolving art.

### **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.

### **Shamala Devi Balasundaram**

Shamala graduated with a Bachelor of Laws (Honours) degree from the Australian National University in 2002, obtained a Certificate of Legal Practice in 2003, and was admitted as an Advocate and Solicitor of the High Court of Malaya in 2004. Shamala is a partner of Chooi & Company + Cheang and Ariff where she practices in the field of dispute resolution, specialising in corporate and commercial litigation and arbitration. She presently serves on the Bar Council's Constitutional Law Committee, Corporate and Commercial Law Committee, and Arbitration Committee. She is also an advocacy trainer for courses conducted by the Bar Council's Advocacy Training Committee.

### **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.

### **Sharifah Shazuwin**

Sharifah's first exposure to moots was the Novice Arbitration Mooting Competition in her first year of law school. Her team won the Malaysian rounds for the first instalment of the Pre-Moot. She was also the first part-time intern at the AIAC to co-organise the second and the third Pre-Moot while studying a second degree in Shariah law. Then, she completed her pupillage at Messrs Mohanadass Partnership and was admitted as Advocate and Solicitor to the High Court of Malaya in 2020. Currently, she is a Case Counsel at the AIAC, a YPG Committee Member for the Sports Division and a member of the i-Arbitration Rules 2022 Drafting Committee.

### **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.

### **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 acknowledged Saravana for being “dynamic, efficient and helpful” in addition to commenting that clients have remarked, “His tax knowledge is very in-depth, and he is fast at responding.” He has been named one of the 40 leading lawyers under 40 in Asia by Asian Legal Business in 2018. He was recently named as one of the top 100 lawyers in Malaysia by Asia Business Law Journal. Saravana was formerly an Adjunct Professor with Universiti Tenaga Nasional (UNITEN) and chairs the Taxation & Customs Committee of LAWASIA. He is also a member of the Kuala Lumpur Bar Committee, where he chairs the Professional Development Committee.

### **Salim Bashir Bhaskaran**

Salim Bashir Bhaskaran is the Immediate Past President of the Malaysian Bar for the 2020/2021, an Adjunct Professor UiTM (Law Faculty) 2021, former Chairman of Selangor Bar 2015-2017. He was formerly the representative to the Bar Council (Selangor) for the terms 2014-2015, 2017/2018 and 2018/2019, Chairman of Selangor Bar in 2015 to 2017 and Deputy Chairman of the Criminal Law Committee of Bar Council from 2014/2015. He was also Co-Chairman of the Common Bar Course of the Bar Council 2019/2020, 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. Salim was also a former member of Advocate and Solicitors Disciplinary Board and a former member of the Board of the Legal Profession Qualifying Board. Salim is an Evaluator and Panel for new entrance Law Schools in Malaysia, a 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. Salim has also involved in many Notable Cases in all levels of Courts and recently conducted the infamous case of 'Kim Jong Nam' KLIA Murder.

### **Susamma Thomas A/P A T Thomas**

Susamma Thomas, read law at the University of London, England and was admitted as a Barrister-at-Law at Lincoln's Inn, London in 1988. She was admitted as an Advocate & Solicitor of the High Court of Malaya in 1989 and since then has been actively involved in litigation practice. She is currently one of the partners leading the litigation team at Messrs Deol & Gill which is one of the firms listed in the Legal 500. Susamma's core areas of legal expertise and experience include banking litigation, civil, corporate and commercial litigation with special interest in corporate restructuring, receivership and insolvency and matrimonial disputes. Susamma has 32 years of extensive experience in dispute resolution, litigation practice and appellate work. She has acted and continues to act in many landmark cases, both in the civil, commercial and corporate fields.

### **Sri Sarguna Raj**

Sri heads the Intellectual Property, Sports and Gaming laws practice of Christopher & Lee Ong. Sri's main area of practice is intellectual property, in relation to both contentious and non-contentious work. He assists and represents clients in relation to disputes at all levels relating to patents, copyright, privacy and trade secrets, trade mark, passing off, industrial designs, advertising and domain name and also in relation to various aspects of enforcement of intellectual property rights. Over the years, he has represented many multinational companies from diverse range of sectors in litigation and in managing and implementing anti-piracy and anti-counterfeiting programmes for them. Sri continues to be named in leading legal directories, namely ranked as a Tier 1 Intellectual Property lawyer by Asia Pacific Legal 500, highly ranked in Chambers Asia-Pacific and recognised as an IP Star by Managing Intellectual Property. Sri is also recognised as "Litigation Star" by Benchmark Litigation. He also received the accolade of "Top 40 Under 40" legal professionals in Asia in year 2017 by Asian Legal Business.

### **Steven Thiruneelakandan**

Steven Thiruneelakandan (Steven Thiru) graduated in 1990 from the University of Leicester (LL.B. (Hons)). He was admitted to the English Bar at Middle Temple in 1991 and the High Court of Malaya as an Advocate and Solicitor in 1992. He also holds a Masters in Laws degree from the University of Malaya. He is currently the Managing Partner of Messrs Steven Thiru & Sudhar Partnership. Steven Thiru is a Past President of the Malaysian Bar (2015 -2017 ). He is currently one of the Vice Presidents of the LAWASIA and Vice President (Australasia) of the Commonwealth Lawyers Association. Steven Thiru was the Chairman of the Kuala Lumpur Continuing Legal Education Committee and later the Chairman of the Professional Standards and Development Committee of the Bar Council. He also chaired the Bar Council's Ad-Hoc Committee on the Common Bar Course (CBC), which drafted the Bar Council's CBC scheme and presented it to the Legal Qualifying Board.

### **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.

### **Tan Swee Im**

Tan Swee Im is a Chartered Arbitrator and an international arbitrator member at 39 Essex Chambers, based in their Kuala Lumpur office. Her focus is on the construction, infrastructure and energy sectors with extensive experience ranging from the early procurement strategy stage, to contract drafting, advisory during the project life, through to dispute resolution. She has spent more than 30 years in these sectors in counsel and advisory roles, including having been seconded to the KL International Airport and Malaysia-Singapore Second Crossing projects, been an in-house counsel and founded a boutique legal firm in 1999. She is a fulltime Arbitrator and Adjudicator and Accredited Mediator. She is a panel arbitrator of various panels including the AIAC, SIAC, HKIAC, an Advocate & Solicitor of the High Court of Malaya, Barrister-at-Law (Middle Temple), FCIArb, FMIArb, FAIADR, FCIIOB, FMSAdj, FDBF and holds a Diploma in International Commercial Arbitration. She is appointed as a member of the Asian International Arbitration Centre Advisory Council.

### **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.

### **Teoh Alvare**

Teoh Alvare is a partner in the Employment & Industrial Relations and Litigation practice groups of Zul Rafique & Partners. She regularly appears in the Industrial Court and has advised local and international companies in carrying out investigation and disciplinary action in relation to employees' misconduct, conducting domestic inquiry as well as the handling of disputes relating to dismissal / constructive dismissal. She also drafts terms and conditions in employee handbooks, consultant's agreement and employment contracts. In addition to this, Alvare also has experience in conducting legal forensic investigation, labour due diligence, corporate restructuring affecting employees, voluntary separation scheme (VSS) and retrenchment. Alvare has appeared as co-counsel and counsel in both the Industrial Court and High Court for judicial review proceedings relating to Industrial Court awards and appeals relating to the decisions of the Labour Court, as well as appeals at the Appellate Courts.

### **Tharminder Singh**

Tharminder graduated from the University of Wolverhampton prior to being admitted as an Advocate & Solicitor of the High Court of Malaya in 1998. Prior to co-founding Izral Partnership in 2008 with Mohd Izral Khairy & Wong Guo Bin, Tharminder had been with Messrs. Logan Sabapathy & Co. where he was appointed as a partner in 2007. His clientele include various high profile individuals and leading corporations, for whom he regulates act in relation to various types of both contentious & non-contentious matters. Besides court matters, Tharminder is also experienced in alternative dispute resolution. Tharminder also holds a Certificate in Adjudication from Asian International Arbitration Centre (formerly known as the Kuala Lumpur Regional Centre for Arbitration). Besides having acted as an Adjudicator in a number of construction adjudication matters, Tharminder has also regularly acted as counsel for a prominent local developer in adjudication proceedings under the Construction Industry Payment and Adjudication Act, 2012. Outside of work, Tharminder is also an advocacy trainer with the Malaysian Bar, regularly training young practitioners to improve their courtroom advocacy skills

### **Tieh Siaw Siong**

Mr. Tieh Siaw Siong (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 dispute resolution (civil and commercial litigation) and disciplinary matters. He has served the Bar Council Malaysia and Selangor Bar Committee in various capacities. He was a member of the Disciplinary Committee of the Advocates And Solicitors Disciplinary Board (“ASDB”) for approximately 6 years before being appointed by the Chief Judge of Malaya as a board member of the ASDB from 05.07.2017 to 04.07.2021. Finally, he was appointed by the Paralympic Council Of Malaysia (“PCM”) on 15.10.2019 as a member of its disciplinary committee.

### **Vatsala Ratnasabapathy**

Vatsala is a senior partner at Zain & Co., which is a member of Dentons, a global legal practice. She joined the firm in 1996 and was admitted as a partner in 2003. Vatsala was also a recipient of the UK Government’s Chevening Award, on which she obtained an LL.M. from the London School of Economics and Political Sciences in 1999. Vatsala heads the firm’s Construction, Engineering and Arbitration practice. She specialises in construction and infrastructure disputes and has been described as an “energy and construction arbitration expert” with “excellent industry knowledge” by The Legal 500. She has been appointed to represent clients in both local and international arbitrations and is a Fellow of the Malaysian Institute of Arbitrators. She has extensive experience as lead counsel at various levels of the courts in Malaysia, including the Court of Appeal and Federal Court. Besides being an accomplished lawyer, Vatsala is also a firm believer in giving back to the profession. To this end, she has consistently participated in educating, training and mentoring young and aspiring lawyers.

### **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 in the year 2000 in one of the leading law firms in Malaysia. He is currently practising law in HL Wong, Soh & Co. Hin Loong obtained his LLB (Hons) London in 1997 and thereafter his 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 several institutions including the Chartered Institute of Arbitrators (CIArb) 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 a panel adjudicator of the AIAC and as an arbitrator.

### **Wong Wye Wah**

Wong Wye Wah is a partner at Navaratnam Chambers. Wye Wah's practice covers a broad spectre of commercial litigation and arbitration and other dispute resolution work. She is especially familiar with energy and financing disputes, judicial review and appeals. She also handles libel and competition work. She is the author of the Accounting for Lawyers Handbook, written for the Bar Council and also co-author of A Practical Manual for Legal Secretaries and Paralegals.

### **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.

### **Yougesswary Singam**

Ms.Yougesswary Singam obtained her LL.B. (Hons) (Lond.) degree in 1988 and completed her CLP in 1989. She was called to the Malaysian Bar on 7.9.1990. Since then she has been an active practitioner in civil disputes. Over the years, her passion and her forte was directed to construction disputes which led her to obtain her FCIArb in 2003 and is now on the panel of KLRCA as Domestic Arbitrator and Adjudicator.

*Confirmation of Moot Judges received as at Tuesday, 7 September 2021*



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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.

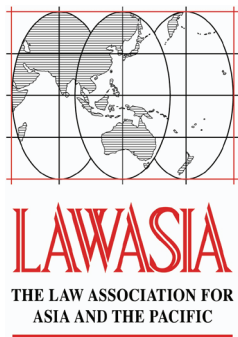
### **THE MAH WENG KWAI CHALLENGE TROPHY FOR BEST MOOTER**

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.

The ability to articulate one's thoughts and arguments condensing disparate, conflicting legal authorities into succinct and persuasive arguments in a professional, gracious, persuasive, and congenial demeanor is a very important qualities of lawyer.

The Best Mooter Trophy is awarded to the mooter whom best demonstrates the above qualities. In reaching at its decision, the Committee not only took the scores of the individual mooters into account but also the views and comments made by the Moot Judges.

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- (3) A G Kalidas Krishnan, President Malaysian Bar
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- (1) Lai Mun Onn
- (2) Carol Lau Siew Fei
- (3) Chye Yoke Wah
- (4) Nicole Chee Meng Wai
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Thank you.

**Raphael Tay**  
**Chair**  
**LAWASIA Moot Standing Committee**

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