



Singapore Institute of Arbitrators & The Malaysian Institute of Arbitrators

Proudly Present:

**“Stay In Favour Of Arbitration: The Malaysian Perspective - Then And Now”
&**

“Natural Justice: A Natural Concern For The Arbitrator – Some Guidelines From A Recent Singapore Court Of Appeal Decision”

Date: Monday, 23 March 2009
Time: 6.30pm to 8.30pm
Venue: Marina Mandarin Singapore
6 Raffles Boulevard
Singapore 039594
Charges: SI Arb & MI Arb Members – S\$100.00
Students – S\$80.00
Others - S\$120.00

Programme:

6.00pm – 6.30pm Registration and Refreshments
6.30pm – 6.45pm Opening Address by Chairperson
Mr. Chan Leng Sun, Partner, Ang & Partners
6.45pm – 7.15pm “Stay In Favour of Arbitration: The Malaysian Perspective
- Then And Now”
Mr. Lam Ko Luen, Partner, Shook Lin & Bok, Kuala Lumpur
7.15pm – 7.45pm “Natural Justice: A Natural Concern For The Arbitrator -
Some Guidelines From A Recent Singapore Court of Appeal
Decision”
Dr. Philip Chan, Associate Professor, Department of Building,
National University of Singapore
7.45pm – 8.00pm Question and Answer Session
8.00pm – 8.30pm MOU Signing Ceremony – Memorandum of Understanding
between the Singapore Institute of Arbitrators and
the Malaysian Institute of Arbitrators

About the Seminar:

“Stay In Favour Of Arbitration: The Malaysian Perspective – Then and Now”

For seasoned arbitration practitioners, it is nothing new that where parties have agreed at the outset to resolve their disputes by way of arbitration, there is inevitably the right and expectation to have any reference to the Court be stayed in favour of arbitration. That may not necessarily be the case with those who are less exposed to arbitration practice. In Malaysia, arbitration practice had for many decades, been governed by the Arbitration Act 1952. There have been a string of local cases where stay had been sought and various different views have been canvassed. On March 15, 2006, the Arbitration Act 2005 came into effect. Many expected a major change in the Court’s approach when it comes to deal with stay in favour of arbitration in the old days when the 1952 Act was in force and now when the 2005 is in force as well as some difficulties that had come along the way in the intermediary period.

About the Speaker:

Mr. Lam Ko Luen is currently the Vice-President of the Malaysian Institute of Arbitrators (MIArb). He heads the Education Committee of the Institute. By profession, Ko Luen is an Advocate and Solicitor in the High Court of Malaya and an Advocate in the High Court of Sabah and Sarawak. He is a Partner in the firm Shook Lin & Bok, Kuala Lumpur [Est.1918]. His areas of practice include arbitration (both domestic and international), construction and engineering disputes, general, civil and commercial litigation. In the field of arbitration, Ko Luen acts predominantly as counsel but he also sits as an arbitrator. He is listed in the panel of arbitrators of the Kuala Lumpur Regional Centre for Arbitration (KLRC). He is also a member of the Rules Committee of the KLRC, the Construction Industry Development Board Malaysia (CIDB) Working Committee for the Standard Conditions of Contract for Design & Build and the Bar Council Sub Committee on Construction Law. He speaks frequently on the topic of arbitration and construction disputes.

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Legislation on both sides of the causeway make reference to natural justice as a ground for setting aside an arbitral award. However, whereas the Singapore legislation affords the applicant breach of natural justice as a ground for setting aside as prescribed, the approach in the Malaysian arbitration legislation takes on an indirect approach by classifying a breach of natural justice under the public policy ground. Hence, it is imperative that every sitting arbitrator be made aware of what natural justice might mean. That the concept is a difficult one to apply might be appreciated from the fact that the Court of appeal did not agree with the learned judge at the first instance hearing. In this talk, it is hoped that the guidelines laid down as applied to the factual situation could be highlighted for all to bring home some useful and hopefully lasting memory together with that of this important event of the SIARB-MIARB MOU Signing Ceremony.

About the Speaker:

Dr. Philip Chan, an Associate Professor, teaches *construction law* and *arbitration* at the *Department of Building*, School of Design and Environment, *National University of Singapore* [NUS]. He is the Deputy Head (Academic) of the department, the Programme Director of the Joint King’s College, London [KCL] – NUS MSc in construction law and dispute resolution and the Co-Director of the Centre for Project Management and Construction Law. Outside the university, he is a Deputy President of the Singapore Strata Titles Board. He is also a General Editor of the *Asian International Arbitration Journal* and a member of the Editorial Advisory and Correspondent of the *International Construction Law Review*. Dr. Chan is a practising arbitrator and an advocate and solicitor of the Supreme Court of Singapore.

He is also a Fellow of the *Singapore Institute of Arbitrators* (SI Arb). In the world of books, he is the author of four books and the co-author of six books including Volume Two of the *Halsbury's Laws of Singapore* [Arbitration, Building and Construction] the original edition and the 2003 Reissue edition. His latest books are entitled "Statutory Adjudication in Singapore" and "Asia Pacific Construction Law Casebook" released in December 2008 and January 2009 respectively. He writes regularly in the newsletter of the SI Arb. In the quest to disseminate knowledge, Dr. Chan has delivered more than 180 conference/seminar papers and conducted numerous in-house training programmes on matters pertaining to standard form contracts and other areas of construction law and dispute resolution including arbitration.

About the Chairperson:

Mr. Chan Leng Sun is admitted to practice in Malaysia, Singapore and England, having worked in all three jurisdictions. He has been a partner at Ang & Partners, Singapore since 1995. He acts as both counsel and arbitrator in commercial and shipping disputes, and is a panel arbitrator of LSAS, SI Arb and Sports ADR among others. Leng Sun chairs the ADR Committee of the Singapore Law Society. He is a Council Member of the Singapore Institute of Arbitrators (SI Arb) and chairs its Education Committee. He is a CIAC-SIAC Observer to the UNCITRAL Working Group on Arbitration. Leng Sun had previously taught shipping and international business transactions at the NUS Law Faculty and served with the United Nations Compensation in Geneva. He was a Kuok Foundation scholar, an Honorary Shell scholar and a Pegasus Cambridge scholar. His publications have appeared in leading international journals such as *Revue de l'Arbitrage*, *Lloyd's Maritime and Commercial Law Quarterly*, *Asian International Arbitration Journal*, *Singapore Academy of Law Journal*, the online TDM Journal and the leading CISG database of Pace Law School. He is the Singapore country commentator for Tetley's Marine Cargo Claims (4th ed).

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Notes:

1. Closing date is 20 March 2009. Placement is on a first-come-first-served basis.
2. The Organiser reserves the right to cancel, curtail or change the content of programmes and the names of speakers without prior notice.