

Empower



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Note from the Editorial Team

Dear Readers,

This month is distinctively special for all of us at HHQ and HLP as we celebrate International Women's Day (IWD) to acknowledge the accomplishments of women from all walks of life. Interestingly, more than half of our combined employees are women. This is a significant force of our team and in conjunction with this, we are delighted to present to you a special writeup on what IWD means to the women in our office.

This edition also features the introduction of a new section which we are excited to showcase. **Inside Out**, is a section of the newsletter in which you will find information relating to past and future events, seminars or conferences organized by our firms. Many of these are sessions that you will be able to attend and benefit from so we would encourage you to closely keep an eye on this section. Aside from that, *Inside Out* will also cover, from time to time, a variety of fun facts, pictures and special moments from events that members of our firm have participated in. We assure you that from hereon, *Inside Out* is going to be an interesting section that you would definitely want to delve into!

This edition also contains three very interesting articles which we are sure would be of interest to you. The first article explains a recent landmark Court of Appeal decision involving the quashing of a development order issued by KL City Hall for the development of Taman Rimba Kiara at Taman Tun Dr Ismail. The second article explains how the Malaysian High Court had recently decided on how the validity of a judicial management order can affect the power of a judicial manager. The third article illustrates what a "multi-tier" dispute resolution mechanism is and it takes a look into the meaning of such agreements and the consequences of non-compliance.

We hope that you enjoy reading this edition as much as we enjoyed putting it together for you!

Happy reading!

Happy International
Woman's Day!

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All articles in this publication are intended to provide a summary or review of the subject matter and are not intended to be nor should it be relied upon as a substitution for legal or any professional advice.

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JUDICIAL REVIEW: APPEAL COURT QUASHES DBKL'S APPROVAL FOR TAMAN RIMBA KIARA DEVELOPMENT ORDER

WRITTEN BY WILLIAM LIM WEI LIE

On 27.01.2021, the Court of Appeal handed down a landmark decision to quash a development order by the Kuala Lumpur City Hall ("DBKL"). The Development order was approved by DBKL to develop Taman Rimba Kiara (TRK) in Taman Tun Dr Ismail (TTDI), Kuala Lumpur by Memang Perkasa Sdn. Bhd. The principal issue before the court is the question of locus standi to initiate judicial review proceedings against the local authority in matters concerning planning and development and the Court of Appeal panel comprising three judges, led by Federal Court Judge Datuk Mary Lim Thiam Suan, unanimously decided that the development order is null and void.

BACKGROUND FACTS

In 2015, the third respondent, Memang Perkasa Sdn Bhd (the "Developer") applied to the first respondent, Datuk Bandar Kuala Lumpur ("Datuk Bandar") for planning permission to develop a block of affordable apartments and eight blocks of luxurious service apartments on a piece of land in Bukit Kiara ('subject land'). The subject land was to be developed by the Developer, following a joint venture agreement ('JVA') it had entered into with Yayasan Wilayah Persekutuan ('second respondent'). Datuk Bandar was a member of the Board of Trustees of the second respondent. Subsequently, Datuk Bandar issued a notice of the development plan and an advertisement was carried in the local newspapers, inviting comments or objections from the public.

An objection has been made by the appellants on the ground that the development would increase the density of TTDI and irreversibly degrade Taman Rimba Kiara as a green lung. Datuk Bandar issued a notice of hearing to be attended by the representatives of the appellants, and other residents of TTDI. Following the hearing, the appellants wrote to Datuk Bandar for their objections. However, these objections were met with no response. Despite the appellants' objections, a conditional planning approval and a development order for the proposed development had been granted on April 2017.

Hence, the appellants applied for judicial review for:

- i) the orders of certiorari to quash the Conditional Planning Approval issued by Datuk Bandar; and
- ii) an order of Mandamus adopt the draft Kuala Lumpur Local Plan 2020.

HIGH COURT'S DECISION

The appellants' application for judicial review for the following orders was dismissed by the High Court for the following reasons:-

1. The appellants lack locus standi.

The High Court held that in order for the appellants to be entitled to mount a challenge, rule 5(3) of the Planning Rules required them to show that they were the registered owners of lands adjoining to the subject land. However, there was no evidence to show that the 3rd to 10th applicants were the registered owner of the lands adjoining to the subject land. Further, the 1st to 5th appellants, which were the management corporations and joint management body, had no power to file the judicial review application.

2. The impugned decision was not tainted with any illegality, irrationality or procedural impropriety.

The issuance of the development order was in accordance with the procedures and requirements under the laws. Datuk Bandar had considered all pertinent matters including the KL Structure Plan and adhered to it.

COURT OF APPEAL'S DECISION

The Court of Appeal allowed the appeal and issued an order of certiorari quashing decision of first respondent granting development order on the following grounds:-

1. Locus standi.

The appellants had the requisite locus standi to initiate the judicial review proceedings because they had real and genuine interests in the subject matter of the judicial review which was the effect the impugned decision had on them. Further, as the joint management corporation and management corporations, the appellants' action is representative for the proprietors of the respective properties, which is permissible under the Rules of Court 2012.

2. Procedural impropriety.

There is a common law duty for Datuk Bandar to inform those who attended the hearing of the outcome of their objections raised at the hearing. Since these other appellants were not informed of the decision, there is clearly procedural impropriety in the decision reached which renders the development order granted, liable to be quashed.



3. Duty to give reason.

Datuk Bandar has a duty to give reasons, without it being expressly provided in the Act or the Rules. It shall explain its reason of approving or rejecting any planning permission to all concerns, especially the appellants in the appeal.

4. KL Structure Plan & KL Local Plan.

Datuk Bandar was bound to have regard to the KL Structure Plan and the KL Local Plan in the consideration of any application for planning permission. The development order, granted with such extensive change to or contrary to the KL Structure Plan, required strict compliance of the procedure as set out in the law. The proposed development was and is, in truth and in reality, a pure business and commercial joint-venture between the Developer and the second respondent.

5. Conflict of interest.

The chronological records of how the development order came to pass, how the process and circumstances of the grant of the development order was facilitated, the details of the JVA and the involvement of the Datuk Bandar, had proved the existence of conflict of interest in addition to the findings of procedural impropriety.

CONCLUSION

The decision of the Court of Appeal can be said as a major victory for the residents and the communities in TTDI who have been fighting to preserve Taman Rimba Kiara. This decision will significantly impact the public administration and planning laws in Malaysia, as the reasoning shall be provided by the public authority for the decision to approve or reject any planning permission. It is a measure to ensure the public authority to perform its duty properly.



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Court Decides On How The Validity Of A JMO Can Affect The Power Of A Judicial Manager

WRITTEN BY LUM MAN CHAN & ALYCIA CHUAH YUIN TING

INTRODUCTIONS

The High Court has recently decided in a case that:-

- (i) a judicial manager ceases to have the power to act for a company after the expiry of the judicial management order; and
- (ii) any extension of time applied by the same judicial manager thereafter is therefore filed without any authority and/or power.

FACTS

Pursuant to the judicial management order granted on 8.1.2020 ("**JMO**"), both Gold Coast Morib Resort Sdn Bhd and Gold Coast Morib International Resort Sdn Bhd ("**the Companies**") had been placed under judicial management for a period of 6 months. After the JMO expired on 8.7.2020, the judicial managers for the Companies filed their respective applications to extend the JMO for a further 6 months and to extend the time for filing of the statement of proposal (collectively referred to as "**extension of time applications**").

Pending disposal of the extension of time, the directors of the Companies had appointed other solicitors to take over conduct of the matter as the solicitors on record has indicated their intention to discharge themselves. As a result, the judicial managers filed another application to set aside the appointment of the new solicitors.

In disposing the aforesaid applications, the Court, as well as the parties therein agreed that the issue in dispute are:-

- 1) Does the JMO automatically discharged upon its expiry; and
- 2) Does the judicial manager have power to act for the Companies upon the expiry of the JMO.



FINDINGS OF THE HIGH COURT

Duration of the JMO

By virtue of Section 406(1) of the Companies Act 2016, the duration of a judicial management order is provided as follows:-

“(1) A judicial management order shall remain in force for a period of six months from the date of the making of the order, unless the judicial management is otherwise discharged, but the Court may, on the application of a judicial manager, extend this period for another six months subject to such terms as the Court may impose.”

The word “shall” was referred by the Court, in its natural and ordinary meaning, to mean clear parliamentary intent to make the JMO mandatory that it is to be in force or, in other words, valid for a period of only 6 months from the date of the making of the order unless the JMO is either:-

- (i) discharged; or
- (ii) extended for a period of another 6 months on the application of a judicial manager.

On the trite principle that the Parliament does not legislate in vain, and by adopting a purposive approach as to the interpretation of **Section 406(1)** and **Division 8 Sub Division 2 of the Companies Act 2016** as a whole, the Court further held that the intent of the Parliament is to end the judicial management if the purpose of the JMO being to achieve the survival of the company as a going concern and/or that a more advantageous realisation of the company's assets would be effected than on a winding up cannot be achieved within the initial 6-month duration period.

There being a dearth of authority on this area in our jurisdiction, the Court was referred by counsel for the Companies to the Singaporean case of **Re Boonann Construction Pte Ltd [2000] 3 SLR 338** where the Singapore High Court had in relation to judicial management under the Companies Act (Cap 50, 1994 Ed) of Singapore stated as follows:-

“Under the new regime, once a judicial manager is appointed, there is a moratorium on enforcement action by creditors and this moratorium period is intended to be used to find a way to save the company without having to liquidate it. The judicial management situation is, however, not intended to be permanent. The initial order is made for a period of six months only and whilst this can be extended, the intention is that if the company cannot be saved within a reasonable time, the judicial management will end and creditors will be allowed to wind it up or take other action to enforce recovery of their debts.”

A similar view was adopted by the Court that held, once the initial 6-month period has lapsed and unless extended, the judicial management of a company will come to an end and the creditors of the company will be allowed to take such other action to enforce recovery of their debts including winding up if they so deem fit. It was thus held by the Court that the judicial managers of the Companies had ceased to have the power to act for the Companies upon expiry of the JMO.

Extension of Time Applications

The Court has observed that the applications to extend the validity of the JMO were filed on 10.8.2020 (after the JMO expired on 8.7.2020). As the Court has found that the judicial managers ceased to act for the Companies after the expiry of the JMO, such applications were filed by the judicial managers who no longer had authority to act and are therefore, defective.

The Court further found support in the current position of the English law on administration (i.e. the English law equivalent to judicial management in Malaysia) by referring to the English case of **Re E Squared Ltd; Re Sussex Pharmaceutical Ltd, [2006] 3 All ER 779** where it was decided that:

“[5] Another of the reforms introduced by SchB1 was the imposition of tight limits on the duration of administrations. An administrator's appointment ceases to have effect at the end of one year beginning with the date on which it took effect, unless extended by a court order or, subject to a limit of six months, by the consent of creditors: para 76. A court order cannot be made after the expiry of the administrator's term of office: para 77(1).” [Emphasis added]

This finding is in line with **Rule 37 (1) of the Companies Corporate Rescue Mechanisms) Rules 2018** that stipulates any application to extend the period of judicial management order is to be made at least 30 days before its expiry. **Rule 37 (1)** provides that:-

“(1) The judicial manager may make an application to the Court to extend the period of a judicial management order under subsection 406(1) of the Act in Form 20 of the First Schedule at least thirty days before the expiry of the order.”

Consequently, as neither judicial managers of the Companies had applied to extend the JMO within the period stated in **Rule 37 (1)** and since both ceased to have the power to act for the Companies at the time of filing of the applications, the Court held that the extension of time applications had been filed without authority and/or power conferred on the judicial managers.

CONCLUSION

In the circumstances, the Court dismissed all the applications filed the judicial managers. Based on the decision of the High Court, it could be surmised that:-

- (i) a judicial management order shall be automatically discharged upon its expiry;
- (ii) upon expiry of the order, the company is no longer under judicial management and the judicial manager shall cease to have the power to act for the company; and
- (iii) any action taken by a judicial manager after expiry of the order will be defective.



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(Mr Lum Man Chan, Partner of Halim Hong & Quek appeared for the Companies abovenamed at the High Court)

What is a “multi-tier” dispute resolution mechanism?

A brief look into the meaning of such agreements and the consequences of non-compliance.

WRITTEN BY SERENE HIEW MUN YI & NUR ATIQA BINTI AHMAD ARIFF

Many of us are familiar with the term “arbitration agreement” or “arbitration clause” and in fact, many may also know the basics of the arbitration process and its main differences with court litigation, mediation or expert determination. However, more often than not, the dispute resolution clause in contracts now contain certain prescribed-procedures that parties would need to comply with before arbitration kicks in.

These mechanisms are often referred to as “multi-tier dispute resolution mechanisms”, or some may refer these clauses as “escalation clauses”, “step clauses” or “pre-arbitration conditions”. Basically, what these provisions provide are some processes or steps in which a party must take prior to the commencement of arbitration.

Some of the conditions or processes that are often found in these agreements are:

- a. “cooling-off” or “waiting” period;
- b. Negotiations between senior management or corporate representatives;
- c. Mediation; or
- d. Referral of the said dispute to the contract administrator or an independent expert.

The above processes are not mutually exclusive as an agreement could include a few of these “tiers” or “processes” before a dispute could be referred to arbitration. For example, parties may be required to attempt first to resolve their disputes by negotiation, followed by mediation or conciliation before an agreed individual, with arbitration permitted only after these non-binding means of dispute resolution have been attempted for a certain period of time.

These various provisions are designed to enhance the efficiency of the arbitral process, by encouraging amicable dispute resolution and avoiding unnecessary proceedings and expense. By shifting the resolution of the dispute to a sequence of ADR proceedings aimed at cooperation (through the management or through technicians) rather than confrontation (the lawyers in an arbitration), the further business relationship between the parties, without the disturbance and burden of litigating their dispute before an arbitral tribunal, is also preserved this is of particular significance with respect to long-term contracts. [1]

Whilst the intention of these pre-arbitration procedure is clear, unfortunately, over the years the compliance of these provisions have produced frequent disputes in the courts e.g. disputes as to the enforceability of such requirements, whether the provisions are really mandatory, the consequences for non-compliance, who would decide if one party failed to comply etc.

This article will briefly touch on whether compliance with such pre-arbitration procedures is mandatory in nature, the general rule on the compliance of such clauses and the consequences for non-compliance, the position taken by the Malaysian Court in contrast with a recent decision by the English High Court on the issue the similar issue of non-compliance with pre-arbitration procedural requirements.

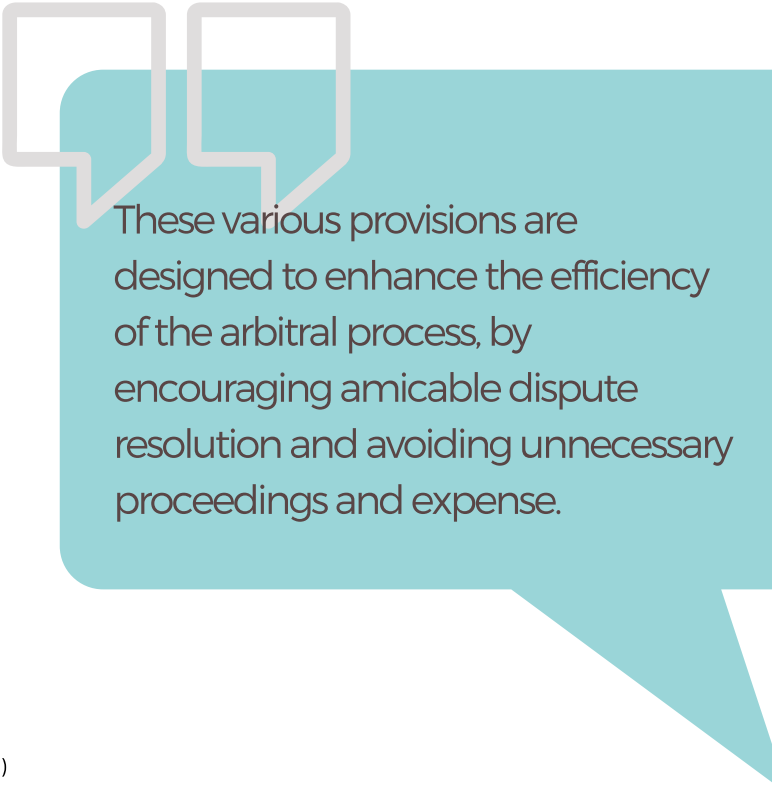
In most cases, whether a pre-arbitration procedural requirement is considered to be mandatory or not would depend primarily on the wording of the agreement itself. In general, the courts have been reluctant to hold that the pre-arbitration procedures as mandatory obligation under the contract unless the dispute resolution clause unequivocally provides that negotiation or other procedural steps are mandatory obligation.

For example, for Malaysia's public works project, it is common for the PWD Form to be used by the Government and the appointed contractor. In the said standard form, the dispute resolution clause provides as follows:

66.1 If any dispute or difference shall arise between the Employer and the Contractor out of or in connection with the contract, then parties shall refer such matter, dispute or difference to the office named in the Appendix for a decision.

...

66.3 if the parties, (a) fails to receive a decision from the office named in the Appendix within forty-five (45) days after being requested to do so; or (b) is dissatisfied with any decision of the officer named in the Appendix, then such dispute or difference shall be referred to arbitration within forty-five (45) days to an arbitrator to be agreed between the Parties and failing such agreement, to be appointed by...



These various provisions are designed to enhance the efficiency of the arbitral process, by encouraging amicable dispute resolution and avoiding unnecessary proceedings and expense.

[1] Berger, Law and Practice of Escalation Clause, 22 Arb. Int'l 1, 1(2006)

From the example above, the pre-arbitration step to refer the dispute to the 'officer named in the Appendix' is mandatory in nature and there are also specific timelines for parties to follow in order for them to commence arbitration. Whilst it is not possible for one to predict how particular provisions will be interpreted by the courts, generally, the use of imperative terms, such as "shall" or "must" have been held to be consistent with a mandatory obligation and in contrast, terms such as "can", "may" or "should" are generally found to be non-mandatory.

In the case of *Usahasama SPNB-LTAT Sdn Bhd v Abi Construction Sdn Bhd* [2016] MLJU 1596 it was held that the fulfilment of condition precedent to Arbitration is mandatory and before such condition precedent is fulfilled, the Arbitrator does not have the jurisdiction to hear the matter. The rationale for the Court's decision is that there is no good reason not to hold them to the bargain struck. Every incentive should be given where parties have bargained to explore other alternative means of dispute resolution before launching into an expensive Litigation or even a more expensive Arbitration.

In contrast, in a very recent decision by the English Court[2], similar issues were brought before the Judge, i.e. whether the claim was presented too early as the pre-arbitration requirements have not been exhausted yet. The Court held that pre-arbitration procedural requirements are not jurisdictional but are instead, matters of admissibility which are presumptively capable of being resolved by the Arbitrators and are required to be submitted to the Arbitrators for their initial decision, which decision is subject to minimal intervention by the Courts. The English Court, in agreement with the view of the author Gary Born[3] set out thus:

"The rationale for this presumption is that requirements for cooling off, negotiation or mediation inherently involve aspects of the arbitral procedure, often requiring interpretation and application of institutional arbitration rules or procedural provisions of the arbitration agreement. Equally important, the remedies for breach of these requirements necessarily involve procedural issues concerning the timing and conduct of the arbitration. In both cases, these issues are best suited for resolution by arbitral tribunal, subject to minimal judicial review, like other procedural decisions."

It is important for parties to an agreement to be aware of such pre-arbitration procedural requirements as the non-compliance of such clear procedures can potentially bar a party from commencing arbitral proceeding or asserting its claims in those proceedings.

At this juncture, it would seem that the Malaysian Courts may take a stricter approach when it comes to the non-compliance of pre-arbitration procedural requirements[4] and if these are not complied with, the arbitrator may not have the jurisdiction to even arbitrate the claims. Whilst the English Court seems to be inclined in upholding arbitration agreements by allowing the issue of whether the procedures were complied with to be decided by the arbitral tribunal, this does not mean that the English Court is not prepared to uphold multi-tiered dispute resolution clauses at all, as such clauses will usually be enforceable if drafted with sufficient certainty.

[2] *Sierra Leone v SL Mining Limited* [2021] EWHC 286 (Comm)

[3] See Born, *International Commercial Arbitration* (3rd Ed, 2021), Chapter 5 at 110 ff;

[4] Although the interpretation of the courts would depend on the actual words used in the arbitration agreement.



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#ChooseToChallenge: International Women's Day 2021

WRITTEN & COMPILED BY AMY HIEW KAR YI

Despite the progress throughout the years, we cannot ignore the reality that we are still far from achieving true gender equality. With that in mind, we all have a part to play in this journey towards it.

This year's IWD theme is #ChooseToChallenge. To celebrate IWD, we asked the women in HHQ and HLP to tell us exactly what the day or the theme means to them.



I pledge to honour the diverse role of women and to respect and support them individually whenever I can. Individually, we are one drop, together, we are an ocean.

- Daphne Lam (Partner, HHQ)

IWD is a great reminder for women that the fight for gender equality and equal opportunities are still ongoing. We should not be stuck with labels or gender-stereotyped roles and if we do see it in our surroundings, we should try to call it out and make a difference. Although much has changed since over the years, with regard to the role of women in the marketplace, the unconscious biases in people are often the most difficult to eliminate. It is not uncommon for women to be labelled as "bossy" if she delegates work to subordinates or speaks out her mind whereas her male counterpart doing the exact same thing may be described as "decisive, showing great leadership skills". Women who are not married or do not have children yet are often labelled as "workaholic" or "overly ambitious" whereas men would be praised as "driven" or "goal-oriented". So IWD reminds us women to not live with these labels and also not to label another female colleague of ours. Let's have the will to lift each other up.



My #choosetochallenge this year is to try to ensure that when tasks, work or responsibilities are given, they are not based on our gender but based on who has the most suitable capability/ability to do it. Let's not start with thoughts like "I think girls are better at this" or "I think the women would not like to do it, let's ask the men." - Serene Hiew (Partner, HLP)

As for me, my #ChooseToChallenge commitment is to challenge the status quo and to never make assumptions based on a person's gender. How will you #choosetochallenge? From challenge comes change, so let's all choose to challenge. www.internationalwomensday.com/theme
- Amy Hiew Kar Yi (Partner, HLP)



Push through to completion!

- Lynn Foo (Partner, HLP)

#choosetochallenge to me is **Dare to Dream**.

We women need not what role we play are empowered to run the world and we either want to be Feisty Fierce like Beyonce or a softie Cinderella!

But what makes us women special are our hearts. The dreams we have are the wishes our hearts make and we make those dreams come true. I choose to challenge all women to dare to dream.

HAPPY INTERNATIONAL
WOMEN'S DAY 2021!

- Kanagaambigy a/p Elamparithi
(Associate, HHQ)



To me, #choosetochallenge means to go against the perceived norm and to question the why and the how. Society has taught us that we must fit inside a box that is determined from a young age based on our gender. We become consciously or subconsciously programmed to define ourselves and others, follow the "norm" and stay inside our box. To #choosetochallenge is to become self-aware and unpick those conscious and subconscious biases and stereotypes, not only towards others but also towards our true self that may be holding us back.

- Pan Yan Teng (Associate, HLP)



DID YOU KNOW?

The fact that Women's Day is celebrated on 8 March is strongly linked to the women's movements during the Russian Revolution in 1917.



FUN FACT!
More than 64% of the employees in HHQ and HLP are women.

International Women's Day is not just a day celebrated regionally nor nationally but a global celebration to make aware internationally women's right, gender equality and to counter gender bias in hope of a better future for ourselves. It is a special day for women to be acknowledged by the world that we are not inferior than the opposite gender. Who needs a hero, when we can be the heroines of our lives?
- Hee Sue Ann (Associate, HHQ)



What IWD means to me is *REFLECTION* and *GRATITUDE*. A reflection of women's role and appreciation for their contributions.
For life is like a chess play. Without the queen, the king wonders his fate. A woman, by her voice alone, can change a family, a community and a country. And by action, she can change the world.

What stands in her way, is deep-rooted biased prejudices, by both men and women. In every corner of society, lingers the stench of perception that women are the less of men. Yet, irrefutable is the fact that women bring thoughtful solutions, in-depth strategies and dynamic creativity.

Why not take this opportunity to thank a female today who inspires, champions, motivates, teaches, and loves us every single day? Thank you, you're amazingly beautiful!
- Chan Jia Ying (Senior Associate, HLP)

Be the Queen to build your Own Kingdom.
- Jacqueline Woon Ooi Kuan (Senior Associate, HHQ)



IWD reminds me of the old days when people were so concern about gender. One can always hear something like "Females don't need higher education" or "because you're a girl, so you can't do this". But has anyone heard that people commenting that "because you're a boy, so you can't do this"? What came to my mind when IWD was brought up is that 'there is nothing a man can do that a woman can't do better and in heels. What we need are just chances. - Felicia Lai Wai Kim (Associate, HLP)



It is a day to remind every single individual, be it a man or woman, that a woman can achieve what a man can do, or sometimes a woman can do even better than what a man does.
- Teoh Yen Yee (Senior Associate, HLP)



IWD to me serves as an opportunity to reflect on the struggles and achievements of the many pioneering women breaking free from the shackles of gender stereotypes in our patriarchal society and who's grandmothers/ mothers/ aunties/ sisters/ caregivers/ friends/ bosses whom I have had the privilege to hear stories of how they have juggled multiple roles in their lives, nurturing lives and empowering others whilst stewarding the next generation to shape a better future.

These women have had an impact on my life some way or another which ultimately have spurred the ambition and pursuit of happiness and success in my life. The #choosetochallenge to me is simply to try to rise up to the challenges life has despite the adversities faced and to support one another as we reach greater heights.
- Esvine Maria Anne a/p Saganathan (Associate, HLP)



A Queen is not born. She is made. Queens will always turn pain into power. 👑
- Teoh Jackline (Associate, HHQ)



I will start off with one of my favourite quote from Maya Angelou:

"Each time a woman stands up for herself, without knowing it possibly, without claiming it, she stands up for all women."



International Women's Day is a celebration of women's social, economic, cultural and political achievement today, but the #choosetochallenge is a good reminder that our battles are not over yet. As a young female lawyer, we often hear unwanted remarks which are directed to undermine the ability of female lawyers in the legal field. Unfortunately, the reality is, oftentimes our only response to those remarks was silence. Therefore, my #choosetochallenge this year is to speak up for the women who can't, and to remind both men and women that it is time for us to break our silence against gender inequality.
- Ooi Hui Ying (Associate, HLP)



1ST ANNIVERSARY CONFERENCE 2021 REBOOT & CONNECT



30 March 2021 (TUESDAY) 9.00PM (GMT +8)



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1ST ANNIVERSARY CONFERENCE 2021 REBOOT & CONNECT

GUESTS PROFILE



DATO' QUEK NGEENG MENG
Managing Partner of Messrs. Halim Hong & Quek

Dato' Quek Ngee Meng graduated with Bachelor's Degrees in Economic and Law from the University of Adelaide, Australia in 1990 and 1992 respectively and a Master Degree of Laws from the National University of Singapore in 1997.

After commencing private practice with a legal firm in Johor Bahru for 2 years, Dato' Quek served as in-house legal counsel of the SMI Group, a company dealing with plywood with its operational headquarters in Singapore from 1997 to 2000. He then set up his own practice in 2000 as Halim Hong & Quek.

Having been in practice for more than 20 years, Dato' Quek has extensive legal experience in various areas notably cross border investment, real property and land, corporate and commercial. He is sought by major corporations for strategic advice on investment plans including cross-border transactions as well as review of commercial contracts and agreements. Business councils regularly seek him for advice and representation. His vast experience in strategic advice has earned him a spot in these organisations.

Dato' Quek is an independent Non-Executive Director of SunSuna Berhad and formerly served as the director of Malaysia-China Business Council and was also the co-chairman of Malaysia-China Commercial Law Cooperation Committee.

Dato' Quek is active in advocating social causes, in particular against Betang Kai massacre where he was appointed as the coordinator of the Action Committee Condemning the Betang Kai Massacre in December 1948 to seek justice against the killings perpetrated by the British armies.

In the legal fraternity, Dato' Quek is an arbitrator of the Asian International Arbitration Centre (AIAC) and serves as a panel member of the Disciplinary Committee of the Advocate & Solicitor's Disciplinary Board. He frequently speaks at international and local conferences on law-related subjects including the Belt & Road issues. He is empanelled as an arbitrator of Shanghai International Arbitration Centre (SHIAC), and appointed as director and Vice Chairman of Asian Institute for Alternative Dispute Resolution (AIADR).

1ST ANNIVERSARY CONFERENCE 2021 REBOOT & CONNECT

INTRODUCTION

L2 i-CON is a platform that provides digital learning and digitalises legal and consultancy services.

L2 i-CON was founded in a time that movement of the people was completely restricted due to the unprecedented pandemic and on the belief of connecting and knowledge sharing. L2 i-CON has since invested much resources and hours towards creating contents and solutions that connect industries and improve business efficiencies through digital learning and business transformation.

L2 i-CON is a journey which we live out our values every day as learners. We are committed to personal and professional development and will continue to challenge ourselves to lead and drive digital transformation.

OPEN TO ALL!

AMENDMENTS TO THE INDUSTRIAL RELATIONS ACT 1967



Rohan Arasoo Jeyabalah
Partner, HLP



16 APRIL 2021



4.00PM - 5.00PM



ZOOM ID:
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PASSCODE:
105073



Scan here for the Zoom link.

HHQ'S MEATLESS CHALLENGE!

HHQ sincerely hopes to
amass everyone's
strength and blessing to
embrace vegetarianism as
a means to sincerely pray
for peace, global epidemic
to end soon,
a world be free from
natural disaster.



Empower is a monthly newsletter jointly published by Halim Hong & Quek and Harold & Lam Partnership.

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