

**IN THE HIGH COURT OF MALAYA AT KUALA LUMPUR
IN THE FEDERAL TERRITORY, MALAYSIA
(COMMERCIAL DIVISION)
[ORIGINATING SUMMONS NO.: WA-24NCC(ARB)-28-07/2024]**

In the matter of an Arbitration registered as SIAC Arbitration No. 328 of 2021 (consolidated with SIAC Arbitration No. 329 of 2021 and No. 330 of 2021) under the Arbitration Rules of the Singapore International Arbitration Centre between Q & M Dental Group (Malaysia) Sdn Bhd and Tye Chee Wah, Chong Vooi Seong, Chan Sing Cheong and Pride Access Sdn Bhd;

and

In the matter of an Arbitration Award dated 21.6.2024 and registered in the Registry of Awards of the Singapore International Arbitration Centre as Award No. 082 of 2024;

and

In the matter of Order 69 and other provisions of the Rules of Court 2012;

and

In the matter of Section 38 of the Arbitration Act 2005.

BETWEEN**Q & M DENTAL GROUP (MALAYSIA) SDN BHD**

[Company No.: 201001037287 (921211-V)]

... PLAINTIFF**AND****[1] TYE CHEE WAH**

(NRIC No.: 581204-07-5767)

[2] CHONG VOOI SEONG

(NRIC No.: 670325-08-5843)

[3] CHAN SING CHEONG

(NRIC No.: 630627-10-6033)

[4] PRIDE ACCESS SDN BHD

(Company No.: 201001015428 (899669-T))

... DEFENDANTS**JUDGMENT****Introduction**

- [1] On 14.10.2021, the Plaintiff, Q & M Dental Group (Malaysia) Sdn Bhd (“**Q&M**”), referred their disputes with the Defendants for arbitration (“**Arbitration**”) to the Singapore International Arbitration Centre (“**SIAC**”) and a final award was made by the Arbitrator in favour of Q&M on 21.6.2024 (“**Final Award**”).
- [2] Enclosure 1 is the Originating Summons (*ex-parte*) filed by the Plaintiff for the recognition and enforcement of the Final Award (“**OS**”) which Court allowed on 27.8.2024 ordering that the Final Award be recognised as binding and a judgment be entered in terms of the Final Award (“**Ex-Parte Order**”).
- [3] Enclosure 10 is the Notice of Application filed by the 1st, 2nd and 4th Defendants to set aside the Ex-Parte Order (“**Setting Aside Application**”) on the grounds that the Final Award is said to be in

conflict with the public policy of Malaysia and was not enforceable as at the date of the Ex-Parte Order.

- [4] After hearing oral submissions from counsel, I dismissed the Setting Aside Application with costs on 11.12.2024.

Background Facts

- [5] Prior to 11.3.2013, 1st, 2nd and the 3rd Defendants owned the subject company known as AR Dental Supplies Sdn Bhd (“**AR Dental**”). AR Dental is a company in the business of providing supplies of dental materials and equipment for dental surgeries as well as dental laboratories. The composition of shareholders of AR Dental at the material time was as follows:

Name	Shares	Shareholding in AR Dental (%)
D1	81,200	40
D2	60,400	30
D3	60,400	30

- [6] On 11.3.2013, by a Sale and Purchase Agreement (“**SPA**”), Q&M purchased an aggregate of 70% shareholding in AR Dental from the 1st, 2nd and 3rd Defendants, for a consideration sum of RM 8,400,000.00. Thereafter, the composition of AR Dental became as follows:

Name	Shares	Shareholding in AR Dental (%)
Q&M	141,400	70
D1	20,200	10

D2	20,200	10
D3	20,200	10

- [7] On 5.7.2013, parties entered into a Shareholders' Agreement ("**SHA**") to set out their respective rights and obligations as shareholders in AR Dental. This was further supplemented by the 1st Supplemental Shareholders' Agreement dated 5.7.2013 ("**1st Supplemental SHA**") and 2nd Supplemental Shareholders Agreement dated 8.12.2014 ("**2nd Supplemental SHA**") (collectively referred to as "**SHAs**"). At the heart of the SHAs, the 1st, 2nd and 3rd Defendants guaranteed that Q&M shall receive 70% of the minimum After Tax Distributable Profit of the aggregate sum of RM 8,000,000.00 i.e., RM 5,600,000.00, as dividends from AR Dental over a period of 6 years, failing which the 1st, 2nd and 3rd Defendants would be liable to pay to Q&M the guaranteed dividend ("**Dividend Guarantee Scheme**").
- [8] Further, as part of the 2nd Supplemental SHA, the 4th Defendant, a company owned by the 1st, 2nd and 3rd Defendants, executed a Memorandum of Deposit ("**Memorandum of Deposit**") and agreed to deliver and deposit the required documents with Q&M in relation to a property owned by the 4th Defendant ("**Property**") as security for payment on behalf of the 1st, 2nd and 3rd Defendants arising from their obligations under the Dividend Guarantee Scheme.
- [9] On 14.10.2021, Q&M referred its disputes to SIAC which culminated in the Arbitration and contended that the Defendants breached the SPA, SHAs and/or Memorandum of Deposit (collectively "**Agreements**"), in that, among others:
- (a) the 1st, 2nd and 3rd Defendants failed to pay the outstanding sum of RM 5,353,998.00 as Dividends Payable under the Dividend Guarantee Scheme;

- (b) the 1st, 2nd and 3rd Defendants failed to cause the 4th Defendant and the 4th Defendant failed to deliver and deposit with Q&M the resolution of the board of directors and shareholders of the 4th Defendant for the sale of the Property;
- (c) the 1st, 2nd and 3rd Defendants failed to comply with Q&M's demands following its exercise of its rights pursuant to Clause 15A.1 of the SHA to purchase Q&M's 70% shareholding in AR Dental for the sum of RM 8,400,000.00 plus interest of 10% per annum calculated from 5.7.2013 to the date of payment, and to cause AR Dental to repay to Q&M the outstanding shareholders' loans of RM 2,495,623.50.

[10] On 21.6.2024, the Arbitrator decided in favour of Q&M and made the Final Award in the following terms:

- (a) the 1st, 2nd and 3rd Defendants are in breach of the SHAs;
- (b) the 4th Defendant is in breach of the Memorandum of Deposit;
- (c) the 1st, 2nd and 3rd Defendants shall be jointly and severally liable to pay to Q&M RM 5,353,998.00 as Dividends Payable, provided that payment of any sums awarded against the 1st, 2nd and 3rd Defendants shall not be enforced until Q&M has attempted to sell the Property in accordance with the following procedure:
 - (i) Q&M shall, upon receiving the 4th Defendant's resolution of the board of directors and shareholders for the sale of the Property, attempt to procure a third-party purchaser to purchase the Property.
 - (ii) if Q&M is not able to procure a purchaser within 3 months from the receipt of the resolution above and complete the sale of the Property within 6 months thereof, Q&M will be entitled to demand for and enforce the full sum awarded against the 1st, 2nd and 3rd Defendants;

- (iii) if Q&M manages to procure a purchaser and complete the sale of the Property, Q&M shall be at liberty to demand for and enforce the full sum awarded against the 1st, 2nd and 3rd Defendants less the purchase price of the Property and other incidental sums relating to the sale.
- (d) The 1st, 2nd and 3rd Defendants shall cause the 4th Defendant to, and the 4th Defendant shall, execute and deliver to Q&M the resolution of the board of directors and shareholders of the 4th Defendant for the sale of the Property. The Defendants shall do all acts necessary and sign all requisite documents to effect the sale of the Property.
- (e) Q&M has validly exercised its right under Clause 15A.1 of the SHA requiring the 1st, 2nd and 3rd Defendants to buy back Q&M's 70% shareholding in AR Dental for RM 8,400,000.00 plus annual interest of 10% per annum from 5.7.2013 to the date of payment. The 1st, 2nd and 3rd Defendants shall be jointly and severally liable to pay this sum of RM 8,400,000.00 plus the annual interest of 10% per annum to Q&M for Q&M's said shareholding, subject to any deduction from the proceeds of sale of the Property in accordance with the procedure described above.
- (f) the 1st, 2nd and 3rd Defendants shall cause AR Dental to repay to Q&M the outstanding shareholders' loans of RM 2,495,623.50;
- (g) the Defendants shall be jointly and severally liable to pay Q&M for the Legal and Other Costs (per SIAC Rule 37) awarded to Q&M in the sums of RM 315,108.81 for legal costs, RM 111,334.12 for the expert costs and SGD 2,000 in respect of the SIAC filing fee.

- (h) the Defendants shall be jointly and severally liable to pay Q&M part of its Costs of the Arbitration (per SIAC Rule 35), in the sum of SGD 32,439.91.
- (i) the Defendants' Counterclaim is dismissed.
- (j) all other requests and claims are rejected.

[11] The issues raised by the parties and findings by the Arbitrator are comprehensively elaborated in paragraphs 170 and 171 to 310 respectively in the Final Award.

[12] In the Setting Aside Application, it is contended that the *Ex Parte* Order ought to be dismissed because:

- (a) the Final Award is in conflict with the public policy of Malaysia as the terms of the SHAs are unjust and or oppressive rendering the agreements to be immoral and offending the fundamental principle of justice under our laws. More specifically, it was contended that Q&M would be “*in a more advantageous position if the Agreements is breached by D1, D2 and D3, as [Q&M] would be entitled to more than RM 5.6 million that it would otherwise have received had the Agreement been performed*”;
- (b) the Final Award was not enforceable as at the date of the *Ex-Parte* Order as the same was not registered as a judgment of the High Court of Singapore which was the seat of the Arbitration.

Court's Considerations

[13] In *Tune Group Sdn Bhd & Ors v. Padda Gurtaj Singh* [2022] CLJU 2228 (“***Tune Group***”), Liza Chan J very helpfully enumerated the guiding principles when dealing with an application to challenge an arbitral award as follows:

“[23] As such, the Court must be wary if the applicants in applying to set aside the award are seeking to widen the strictly narrow grounds

for challenge in s. 37 and s. 39 AA, and not be carried away by the applicants' resort to convoluted or fanciful arguments and interpretation of the facts, evidence and law which at any rate are not within the province of the court but is to be as found and determined by the tribunal as arbiter of fact and evidence.

[24] The Court is to take note of **trite principles** as follows:

- 24.1 **The court is not an appellate court, and does not sit in appeal of a final arbitral award** - *Garden Bay Sdn Bhd v. Sime Darby Property Bhd* [2018] 6 CLJ 199; [2018] 2 MLJ 636 CA at [15]; *Pembinaan LCL Sdn Bhd v. SK Styrofoam (M) Sdn Bhd* [2007] 3 CLJ 185; [2007] 4 MLJ 113 CA at Held (1) and [14] - [16]; *Infineon Technologies (M) Sdn Bhd v. Orisoft Technology Sdn Bhd (previously known as Orisoft Technology Bhd) and another application* [2010] 1 LNS 889; [2011] 7 MLJ 539 HC at [75];
- 24.2 **An applicant cannot challenge the merits of, reopen and/or re-argue the findings and decision of the Tribunal on the substantive issues of the dispute decided by Tribunal** - *Master Mulia (supra)* FC at [54]; *Brunsfeld Project Management Sdn Bhd v. Ingeniur Bersekutu Consulting Engineers* [2015] 1 LNS 1546 CA at [33], [41] and [44]; *MRCB Engineering Sdn Bhd v. Lee Hon Min & Others* [2018] 1 LNS 835 HC at [22] - [27]; *The Government of India v. Vedanta Ltd (legal successor to Cairn India Ltd) & Anor* [2018] 1 LNS 617; [2018] MLJU 630 HC at [64];
- 24.3 **The Award cannot be challenged on alleged points of law or interpretation of law.** This would have been permissible only specifically under s. 42 which was appealed and dealt with at a later part of this judgment - *Huawei Technologies (Malaysia) Sdn Bhd v. Maxbury*

Communications Sdn Bhd & Another Appeal [2019] 6 CLJ 588; [2019] MLJU 1755 CA at [38], [41] to [43] which held that error of law could only be appealed under s. 42 and not s. 37 of the AA 2005. **All errors of fact and/or law are errors committed within the scope of jurisdiction or mandate of the arbitrator. To hold otherwise would result in every award being subject to review, and in effect, appeal by the courts;** *Ketua Setiausaha Dalam Negeri & Anor v. Salconmas Sdn Bhd* [2020] 1 LNS 422; [2020] MLJU 476 HC at [60] on the effect of the deletion s. 42 and that all arbitral awards can no longer be challenged on the ground that the arbitrator had fallen into an error of law;

24.4 **The limited grounds of challenge are as set out in ss. 37 and 39 AA -** *Garden Bay Sdn Bhd v. Sime Darby Property Bhd* [2018] 6 CLJ 199; [2018] 2 MLJ 636 CA at [12];

24.5 **Breaches of natural justice and public policy ought to be manifestly obvious and/or against the conscience or morality and entail a very high threshold.** For breach of public policy - *Pancaran Prima Sdn Bhd v. Iswarabena Sdn Bhd & Another Appeal* (*supra*) FC at [143]; *Jan De Nul* *supra* at [55] and [58] *Sigur Ros Sdn Bhd v. Master Mulia Sdn Bhd* [2018] 1 LNS 2125; [2018] 3 MLJ 608 CA at [31] - [33] *PT Asuransi Jasa Indonesia (Persero) v. Dexia Bank SA* [2007] 1 SLR 597 (Singapore Court of Appeal) at [59]. On breach of natural justice - *Pancaran Prima Sdn Bhd v. Iswarabena Sdn Bhd & Another Appeal* (*supra*) at [139] & [140]; *Master Mulia* at para [53] & [62]; *AKN and another v. ALC and others and other appeals* (*supra*) at [39]; *Kyburn Investments Ltd v. Beca Corporate Holdings Ltd* [2015] 3 NZLR 644 (New Zealand Court of Appeal) at [41] - [44];

24.6 Matters solely reserved to the Tribunal:

24.6.1 **finding and assessment of the facts and evidence**

- *Pancaran Prima Sdn Bhd v. Iswarabena Sdn Bhd & Another Appeal (supra)* at [132]; *Garden Bay* at [53]; *Chain Cycle Sdn Bhd v. Kerajaan Malaysia* [2016] 1 CLJ 218; [2016] 1 MLJ 681CA at [61], *Ketua Setiausaha Dalam Negeri & Anor v. Salconmas Sdn Bhd* [2020] 1 LNS 422; [2020] MLJU 476 HC at [60];

24.6.2 **interpretation of law** - *Huawei Technologies* at [38], [41], [42] & [43] [Tab 22 of SSPC’s BOA (Vol II) Encl. 110 p. 158]; *Ketua Setiausaha Dalam Negeri & Anor v. Salconmas Sdn Bhd (supra)* at [60], *Cairn Energy India Pty Ltd & Anor v. The Government of India* [2010] 2 CLJ 420; [2009] 6 MLJ 795 CA at [2], [10], [11], [21] to [24], *Kluang Health Care Sdn Bhd v. Lee Yong Beng* [2016] 1 CLJ 281; [2015] MLJU 77 3 HC at [36], [37] & [40];

24.7 In the context of a final arbitral award and the AA, the term in “excess of jurisdiction” is a reference to whether a dispute, matter or issue as determined by the Tribunal is within the terms or scope of a submission to arbitration, and therefore within the jurisdiction of the Tribunal. It is not a reference to whether the Tribunal made a wrong decision or an error of law in its interpretation, construction or application of a contract, a term thereof or the law in its determination and decision on the dispute or matter that was without question submitted to arbitration and within its jurisdiction to determine - *Huawei Technologies (supra)* at [38], [41] to [43], [45] and [46]; *The Government of India v. Cairn Energy Pty Ltd & Ors*

[2012] 3 CLJ 423; [2014] 9 MLJ 149 HC at [130] to [137], *PT Asuransi (supra)* at [37] to [39]

Otherwise, every challenge as to the correctness of an arbitration award would be said to be made without jurisdiction and amenable to appeal in circumvention of the AA - *Huawei Technologies (supra)* at [42].”

[*emphasis added*]

[14] The grounds in which the recognition or enforcement of an arbitration award can be refused are set out in *s. 39 Arbitration Act 2005*:

“39. Grounds for Refusing Recognition or Enforcement

- (1) Recognition or enforcement of an award, irrespective of the State in which it was made, may be refused only at the request of the party against whom it is invoked:
 - (a) where that party provides to the High Court proof that:
 - (i) a party to the arbitration agreement was under any incapacity;
 - (ii) the arbitration agreement is not valid under the law to which the parties have subjected it, or, failing any indication thereon, under the laws of the State where the award was made;
 - (iii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present that party’s case;
 - (iv) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration;

- (v) subject to subsection (3), the award contains decisions on matters beyond the scope of the submission to arbitration;
 - (vi) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Act from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Act; or
 - (vii) the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or
- (b) if the High Court finds that:
- (i) the subject-matter of the dispute is not capable of settlement by arbitration under the laws of Malaysia; or
 - (ii) **the award is in conflict with the public policy of Malaysia.”**

[emphasis added]

[15] I shall now deal with the contention that the Final Award is against public policy (“**the Public Policy Argument**”). The substance of the Public Policy Argument is as follows:

- (a) Under Clause 10 of the SHAs, Q&M is entitled to a maximum of RM 5.6 million (70% of the minimum Profit Target);
- (b) Under Clause 15A, Q&M has 2 options: (i) to purchase the 1st, 2nd and 3rd Defendants’ shares or (ii) require the 1st, 2nd and 3rd

Defendants to buy back Q&M's shares in AR Dental for RM 8.4 million plus 10% annual interest.

- (c) By Q&M requiring the buy back, it would be placed "*in a more advantageous position if the Agreement is breached by D1, D2 and D3, as [Q&M] would be entitled to more than RM 5.6million that it would otherwise have received had the Agreement been performed*" and by reason thereof Q&M "*has been unjustly enriched by the Defendants' breach of contract*". This purportedly "*goes against the trite principle of law where the aim of damages whether in breach of contract or fraud is to put the non-defaulting party in the same position that they would have been in had the contract been performed by the defaulting party*" and therefore Clause 15A is "*oppressive as it implies injury to the Defendants or the Defendants' property*".
- (d) The Arbitrator's failure to address these issues "*amounts to breach of natural justice*".

[16] At the outset, it must be stated that the aforesaid Public Policy Argument as articulated by the Defendants at the hearing of Enclosure 10 was never raised in the Arbitration at all. It was also not raised in the 1st, 2nd and 4th Defendants' affidavits filed in support of their Setting Aside Application. The 1st, 2nd and 4th Defendants' *sole* complaint in their affidavits was that the Agreements are void as their consideration or object are unlawful. More specifically, the affidavits stated thus:

"The Sole Arbitrator failed to appreciate that the **consideration or object of the agreements ... are unlawful** as they involve and/or implies injury to me, the 1st Defendant and the 4th Defendant or to my property, the 1st Defendant's property and the 4th Defendant's property."

“The **consideration or object of the Agreements are unlawful** as they are **immoral** and/or are **opposed to public policy.**”

“... I am advised by my solicitors that this decision was made **without adequately considering the relevant contract laws, particularly regarding the consideration or object of the abovementioned agreements, which are void.**”

“... the clause above particularly regarding the effect of the Profit Target to me, the 1st Defendant and the 4th Defendant, **is oppressive and unlawful. Consequently, the Agreements should have been held void in its entirety.**”

[emphasis added]

[17] In the *locus classicus* case of *Jan De Nul (Malaysia) Sdn Bhd & Anor v. Vincent Tan Chee Yioun & Anor* [2019] 1 CLJ 1, (“*Jan De Nul*”), the Federal Court lucidly explained that the concept of “*public policy*” must be read narrowly and restrictively, and will only be used sparingly in deserving cases where there is “*patent injustice*”, “*manifestly unlawful and unconscionable*”, “*substantial injustice*” or “*serious irregularity*” in the arbitral award. The relevant paragraphs are reproduced below:

“[49] The term “public policy” is not defined in the AA 2005. However, the term appears in three different sections, namely of ss. 4, 37 and 39 of the AA 2005. As commonly used, the term “public policy” signifies some matter which concerns public good and public interest. It is a fundamental principle of justice in substantive and procedural aspects.

...

[55] Section 37(2)(b)(ii) of the AA 2005 provides that an award made by an arbitral tribunal would be in conflict with the public policy of Malaysia **if a breach of the rules of natural justice occurred in**

connection with the making of the award. The circumstances stated in s. 37(2) are by no means exhaustive. Other appropriate circumstances may also fall under the category of “public policy” in view of the opening phrase “without limiting the generality of sub-para (1)(b)(ii)” as appears in s. 37(2) of the AA 2005. However, it must be appreciated that the concept of public policy generally is itself a broad concept. But in applying the concept for the purpose of setting aside an award under s. 37 of the AA 2005, **the concept of public policy ought to be read narrowly and more restrictively. The court’s intervention should be sparingly used. The court must be compelled that a strong case has been made out that the arbitral award conflicts with the public policy of Malaysia.** As clearly stated by the Court of Appeal in *Sigur Ros* (with which we agree): “**The concept of public policy must be one taken in the higher sense where some fundamental principle of law or justice is engaged, some element of illegality, where enforcement of the award involves clear injury to public good or the integrity of the court’s process or powers will be abused.**”

[56] Even though the court finds that a breach of the rules of natural justice has been established or that an arbitral award is in conflict with the public policy under s. 37 of the AA 2005, **it does not necessarily mean that the award must be set aside as a matter of course.** The power of the court to set aside an award under s. 37 is discretionary and will not be exercised automatically in every case where the complaints are established. (see: *Kyburu Investment Ltd v. Beca Corporate Holdings Ltd* [2015] 3 NZLR 644; *Sigur Ros Sdn Bhd* (*supra*)).

[57] The court must evaluate the nature and impact of the particular breach in deciding whether the award should be set aside under s. 37. **The court must also consider the background policy of encouraging arbitral finality and minimalist intervention approach to be adopted in line with the spirit of UNCITRAL Model**

Law. The effect of ss. 8, 9, 37 and 42 of the AA 2005 is that the court should be slow in interfering with or setting aside an arbitral award. The court must always be reminded that constant interference of arbitral award will defeat the spirit of the AA 2005 which for all intent and purposes, is to promote one-stop adjudication in line with the international practice. (see: *AJWA For Food Industries Co (MIGOP), Egypt v. Pacific Inter-Link Sdn Bhd & Another Appeal* [2013] 2 CLJ 395; *Taman Bandar Baru Masai Sdn Bhd v. Dindings Corporations Sdn Bhd* [2010] 5 CLJ 83; and *Lesotho Highland Development Authority v. Imprigelo SpA & Others* [2005] UKHL 43). In this regard, the court needs to recognise the autonomy of the arbitral process by encouraging finality; and its advantage as an efficient alternative dispute resolution process should not be undermined.

[58] The scope of public policy ground for setting aside an arbitral award could only be invoked in deserving case i.e., in instances where it appears a violation of the most basic notions of morality and justice. It covers fundamental principles of law and justice in substantive as well as procedural respect. Instances where the upholding of an arbitral award would shock the conscience, or clearly injurious to the public good, or wholly offensive to the ordinary reasonable and fully informed member of the public, had been held by courts in various jurisdiction to fall within the category of public policy ground for setting aside an arbitral award. Thus, instances such as “patent injustice”, “manifestly unlawful and unconscionable”, “substantial injustice”, “serious irregularity” and other similar serious flaws in the arbitral process and award, would also fall within the applicable concept of public policy and therefore by virtue of s. 37(1)(b)(ii) of the AA 2005 when proven, can be a ground for the court to exercise its discretion to set aside the award. (see: *Ajwa for Food Industries (supra)*). Such instances fall within “the basic and fundamental notions or principles of justice”. The court must adopt the principle as laid down by Howard M. Holtzmann and Joseph E Neuhans as found in their commentary in

*“A guide to the UNCITRAL Model on International Commercial Arbitration: Legislative History and Commentary” (supra) “that the term “public policy” which was used in the 1958 New York Convention and many other treaties, covered fundamental principles of law and justice in substantive as well as procedural respects.” The terms “patent injustice” or “substantial injustice” or “manifestly unlawful and unconscionable” as often used by the court in setting aside arbitral awards, do not mean injustice which is more than de minimis; what is required is that the injustice had real effect and had prejudiced the basic right of the applicant. (see: *Soh Beng Tee & Co Pte Ltd v. Fairmount Development Pte Ltd* [2007] 3 SLR 86).”*

[emphasis added]

- [18] Based on *Jan Be Nul*, it is obvious that this is not a situation where there is *“patent injustice”*, *“manifestly unlawful and unconscionable”*, *“substantial injustice”* or *“serious irregularity”* with regard to the Final Award as to fall within the narrow interpretation of *“public policy”*. It is trite that this Court should not delve into the merits of the disputes and to substitute its own interpretation of law for that of the Arbitrator [see: *Lingkaran Hartaniaga Sdn Bhd v. Lembaga Tabung Haji & another case* [2024] 9 CLJ 405 (*“Lingkaran Hartaniaga”*)].
- [19] The 1st, 2nd and 4th Defendants, under the guise of “public policy” were in truth seeking to re-open and re-litigate matters that were adjudicated upon before the Arbitrator. This Court ought not to entertain substantive arguments on the merits of the disputes at this stage. There is no issue of breach of public policy at all being engaged in this case. In any case, quite clearly, the 1st, 2nd and 4th Defendants had wrongly conflated Clause 10 of the SHA on the Dividend Guarantee Scheme with Clause 15A of the SHA on the determination of the SHA in the event of a breach.
- [20] Under the Dividend Guarantee Scheme, Q&M would be entitled to a guaranteed dividend of RM 5.6 million over a period of 6 years. Had

the SHAs been performed, Q&M would still be a shareholder of 70% in AR Dental with a guaranteed dividend of RM 5.6 million.

[21] Clause 15A of the SHA is akin to a “put option”, where in the event of a breach by 1st, 2nd and 3rd Defendants, Q&M would be entitled to compel a buy back of Q&M’s 70% shareholding in AR Dental for RM 8.4 million plus annual interest of 10% and cause AR Dental to repay Q&M all outstanding shareholders’ loans and unpaid dividends. In this scenario, Q&M would no longer be a shareholder in AR Dental. Thus, the contention that Q&M would be in a “*more advantageous position*” in the event of a breach of the SHAs because Q&M would be entitled to “*more than RM 5.6 million that it would otherwise have received had the Agreement been performed*” has no merits at all.

[22] The Arbitrator had comprehensively dealt with the issues and correctly considered the laws of Malaysia in the determination of the disputes in the Arbitration. In particular, the Arbitrator referred to the authority of *HCS Construction Sdn Bhd v. Gobinas Enterprise and Transportation Sdn Bhd* [2016] 1 LNS 1251 (“*HCS Construction*”) where Choo Kah Sing JC (as His Lordship then was) held as follows:

“[41] Parties to an agreement are free to contract for works at whatever pricing they wish. **If a party made a bad bargain, that could not be a ground for the court to interfere.** Parties should protect their interest by taking heed as to what the market can offer. **A bad bargain is not a bad contract. Parties are free to enter into any contract, subject to the limits under the law. Pursuant to s. 14 of the Contracts Act 1950, free consent could be vitiated only if it was caused by coercion, undue influence, fraud, misrepresentation or by mistake.**”

[emphasis added]

[23] In truth, the decision by the Arbitrator on the breach of the SHAs was made based on his interpretation of the terms of the agreements. This

was not a case where the Arbitrator had disregarded the provisions of the agreements at all. In *SJIC Bina Sdn Bhd v. Iskandar Regional Development Authority & another case* [2020] 1 LNS 2213 (“*SJIC Bina*”), the High Court was faced with a similar situation whereby the respondent argued that the arbitral award was in conflict with public policy based on issues of interpretation of contract. The High Court found the respondent did not fulfil the threshold test as laid down in *Jan de Nul*:

“[84] For *SJIC Bina*, Mr. K. Mohanadass drew the attention of the Court to the fact that IRDA’s affidavits merely alleged that the Award is “granting the Respondent with a free pass as far as proving the quantum of its claim is concerned” and that it is unfair to IRDA as “the country’s coffers that are being bled to pay the Respondent for the ‘additional costs’”. **No explanation was given by IRDA as to how the Award conflicted with fundamental principles of natural justice, illegality or morality or otherwise is offensive to the public policy of Malaysia.**

[85] **Furthermore, *SJIC Bina* argued that public policy is not a principle that is applicable to the interpretation of a contract.** Reference was made to the case of *Pembinaan Perwira Harta Sdn Bhd v. Letrikon Jaya Bina Sdn Bhd* [2011] 1 LNS 1769; [2013] 2 MLJ 620 and *HCS Construction Sdn Bhd v. Gobinas Enterprise and Transportation Sdn Bhd* [2016] 1 LNS 1251; [2016] MLJU 1031 **for the proposition that parties to an agreement are free to enter into any contract for works at whatever pricing, subject to the limits under the law.** Pursuant to s. 14 of the Contracts Act 1950 [Act 136], free consent could be vitiated only if it was caused by coercion, undue influence, fraud, misrepresentation or by mistake. **If a party made a bad bargain, that is not a ground for the court to interfere since a bad bargain is not a bad contract. Thus, it would be incongruous for IRDA to assert that it has entered into a bad bargain and to try and escape from its contractual obligations.** This is a case where

IRDA chose to take the financial benefit, but not the burden, leaving SJIC Bina to fund the works carried out which ultimately benefitted the public at large.

...

[88] ... The learned Arbitrator had considered the fact that the parties had undertaken certain obligations when entering into the Contract and in particular, on the issue of the Design Change, in arriving at his conclusions.

[89] Thus, it cannot be said that the Arbitrator had disregarded the contractual provisions and the conduct of the parties regarding the Design Change so as to justify the setting aside of the Award on the ground of breach of public policy.

[90] Moreover, based on the averments in the affidavits and its submissions in this Court, IRDA has not fulfilled the threshold test as laid down in *Jan de Nul* as explained earlier, a decision which strikingly is not included in IRDA's list of case authorities."

[emphasis added]

[24] Based on the aforesaid, it is my judgment that the Public Policy Argument has not merits at all.

[25] The second ground relied by the Defendants in support of their Setting Aside Application was that the Final Award was not yet enforceable at the time of the *Ex Parte* Order ("**the Enforceability Argument**").

[26] In the Plaintiff's Affidavit (Enclosure 2) filed in support of the Originating Summons to recognise and enforce the Final Award, the Plaintiff stated the following:

"7.1 The statutory requirements under Order 69 of the Rules of Court 2012 are fulfilled for the purposes of this present application."

[27] Additionally, in the Plaintiff's submissions (Enclosure 4) at paragraph 8 stated that the Originating Summons "*is made pursuant to Section 38 of the Arbitration Act 2005 and Order 69, Rule 8 & 9 of the Rules of Court 2012.*"

[28] According to the Enforceability Argument, it was contended that contrary to the Plaintiff's aforesaid contention, Order 69 rule 9 of the Rules of Court 2012 ("**ROC 2012**") which is reproduced below, had not been complied with by the Plaintiff and this omission is fatal to the application for the *Ex Parte* Order.

"9. Registration in High Court of foreign awards. (O. 69, r.9) Where an award has, under the law in force in the place where it was made become enforceable in the same manner as a judgment given by a Court in that place, an applicant may enforce the award in the manner provided for under rule 8.

[29] Rule 9 specifically provides that a foreign award can be enforced in Malaysia where the foreign award has become enforceable in the same manner as a judgment by the Court in the place where it was made. Since the Plaintiff had referred to and relied on the said Order 69 Rule 9, the fact that the Final Award was not registered in the High Court of Singapore and thereby becoming enforceable in Singapore, this means that the Final Award had not become enforceable in Singapore and therefore was not enforceable for it to be registered under Order 69 Rule 8 of our ROC 2012.

[30] With respect, I am unable to agree with the contention of the Defendants.

[31] I agree with the Plaintiff that it was erroneous to contend that as the seat of the Arbitration is in Singapore, Q&M needed to first make an application to the Singapore High Court for leave to enforce the Final Award before this Court can grant the *Ex-Parte* Order.

[32] To my mind, Q&M has satisfied all the statutory requirements in law in obtaining the *Ex-Parte* Order. There is no requirement in either s. 38 or 39 Arbitration Act 2005 to first enforce the Final Award in the seat of the Arbitration i.e., Singapore, before Q&M can apply for the Final Award to be recognised as binding and for judgment to be entered in such terms of the Final Award.

[33] In *Qingdao Hongdaxinrong International Trade Co Ltd v. Charterwin Trading Sdn Bhd & other cases* [2023] CLJU 1251 (“*Qingdao*”), Quah Chew Soon J made references to both the Federal Court and the Court of Appeal cases of *Siemens Industry Software GmbH & Co Kg (Germany) (formerly known as Innotech GmbH) v. Jacob and Toralf Consulting Sdn Bhd (formerly known as Innotech Asia Pacific (M) Sdn Bhd) & Ors* [2020] 3 MLJ 1 (“*Siemens Industry*”) and *Tune Talk Sdn Bhd v. Padda Gurtaj Singh* [2020] 3 MLJ 184 (“*Tune Talk*”) respectively when he held that once the formal requirements under s. 38 *Arbitration Act 2005* are fulfilled, the registration of the arbitral award is “*as of right*” and there is no other substantive requirement to be satisfied, and a defendant cannot be allowed to argue refusal of the enforcement based on grounds apart from those in s. 39 *Arbitration Act 200*. The relevant passages are set out below:

“[16] It is my finding that the Applicant **has satisfied all the formal requirements under section 38 of the Arbitration Act for the recognition and enforcement of a foreign arbitral award**. In particular:

- (a) **The Applicant has filed an affidavit containing, as an exhibit, the duly certified translation of the Arbitration Award in the English language;**
- (b) **The said affidavit also contains certified true copies of the Sales Contracts which constitute the arbitration agreement between the parties; and**

- (c) **The Arbitration Award was issued in China, which is a country that is a party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), adopted by the United Nations Conference on International Commercial Arbitration in 1958.**

[17] In *Siemens Industry Software GmbH & Co Kg (Germany) (formerly known as Innotech GmbH) v. Jacob and Toralf Consulting Sdn Bhd (formerly known as Innotech Asia Pacific (M) Sdn Bhd) & Ors* [2020] 3 MLJ 1 at 19, the Federal Court held:

“[53] We agreed with the appellant that in deciding as it did, the Court of Appeal erred in failing to distinguish the role of a court of enforcement and a court of merits.... **having complied with the formal requirements of s. 38 of AA 2005, the registration of the award under s. 38 is granted as of right.** Subject to s. 39 of the AA 2005, in dealing with an application under s. 38, a court is thus not required to go behind the award and to understand the arbitral tribunal’s reasoning.”

[18] In *Tune Talk Sdn Bhd v. Padda Gurtaj Singh* [2020] 3 MLJ 184 at 225, the Court of Appeal held:

“[150] **Sections 38 -39 of the AA are meant to be exhaustive. There is no room for any other substantive requirements to be satisfied for the recognition and enforcement of an arbitration award under the AA.**”

[19] The provisions of section 38 of the Arbitration Act as well as the authorities referred to above highlight that, **upon fulfilling the formal requirements of section 38, the registration of the Arbitration Award ought to be granted “as of right”**. In the instant case, I find that the formal requirements in respect of the registration of the

Arbitration Award have been complied with. Accordingly, the Enforcement Application vide the OS ought to be granted.

...

[32] In *Murray & Roberts Australia Pty Ltd v. Earth Support Company (Sea) Sdn Bhd* [2015] 6 CLJ 649; [2015] MLJU 2319, the High Court held that the grounds as set out in section 39 of the Arbitration Act **are exhaustive. If the defendant's grounds for refusal do not fall within the said grounds, the court cannot refuse the recognition and enforcement of the arbitral award.** The High Court said:

“[67] Firstly, I hold that the defendant's three contentions do not fall within any of the nine grounds of refusal. For reasons explained above, I am of the view that the nine grounds of refusal are exhaustive under s. 39(1)(a) and (b) AA. Accordingly, I cannot accept the defendant's three contentions to refuse recognition and enforcement of the Australian Arbitral Awards. ”

[33] This position was adopted by the Federal Court in *CTI Group Inc v. International Bulk Carriers SPA* [2017] 9 CLJ 499; [2017] MLJU 1194 which held:

“[92] However, once an order is made granting leave to enforce an arbitral award, the case authorities cited before us, including *Attain*, show that the order can only be set aside in the second (substantive) stage based on the exhaustive grounds available at that second stage. This, in our view, is consistent with the provisions of the Model Law and, in the context of our jurisdiction, with sections 38 and 39 of our Arbitration Act.

...

[105] In our view, the two-stage process for the enforcement of arbitral awards as contained in sections 38 and 39 of our Arbitration Act (read with Order 69 rule 8 of the Rules of Court 2012) does not permit a party seeking to set aside an order made under section 38 to apply to set it aside under that very section on the ground that there was no arbitration agreement in existence between the parties. That party must apply to set that order aside under section 39.

[106] When the matter moves to the second stage under section 39, the Defendant can only apply to set aside the order made under section 38 upon any one or more of the grounds set out in section 39 and no other.”

[34] The Respondents’ averments, as set out above, appear to be mere attempts at mirroring the grounds set out in section 39 of the Arbitration Act. However, I find that the said averments are contrary to or unsubstantiated by the documentary evidence.”

[emphasis added]

[34] There is no doubt that in the present case, all the formal requirements for the registration of the Final Award under Section 38 of the Arbitration Act 2005 and under Order 69 Rule 8 of the ROC 2012 were complied with. An arbitral award will be recognised as binding and be enforced as a judgment in the terms of the award as long as the formal requirements under *s. 38* Arbitration Act 2005 read together with *O. 69 r. 8, ROC 2012* are fulfilled. More specifically:

- (a) Singapore is a party to the New York Convention, a requirement under *s. 38(4)* of the Arbitration Act 2005;
- (b) Q&M has produced the duly certified copy of the Final Award within the meaning of *s. 38(2)(a)* of the Arbitration Act 2005 and Order 69 rule 8(3) of the Rules of Court 2012.

(c) Q&M has produced the duly certified copy of the arbitration agreements as required by s. 38(2)(b) of the Arbitration Act 2005 and Order 69 rule 8(3) of the Rules of Court 2012.

[35] I accept the Plaintiff's contention that the phrase "*an applicant may enforce the award in the manner provided for under rule 8*" in O. 69 r. 9, ROC 2012 makes it undoubtedly clear that O. 69 r. 9, ROC 2012 is *not* a pre-requisite before an applicant can make an application under O. 69 r. 8, ROC 2012. The fact that the Plaintiff had made a reference to Order 69 Rule 9 to my mind does not mean that the Plaintiff could not refer to Order 69 Rule 8 and Section 38 of the Arbitration Act 2005 to justify the application for the Ex Parte Order.

[36] For completeness, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (also known as the "*New York Convention*") has removed the '*double exequatur*' requirement under the Geneva Convention made in 1927 which required a party seeking enforcement of an arbitral award to first obtain a declaration of the enforceability of the arbitral award from the courts of the country where the award was rendered. Article III of the *New York Convention* provides that "*Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon*". This was introduced to streamline enforcement process amongst the contracting states.

[37] In *PT First Media TBK (formerly known as PT Broadband Multimedia TBK) v. Astro Nusantara International BV and others and another appeal* [2013] SGCA 57 ("*PT First Media*"), the Singapore Court of Appeal held as follows:

"[62] This trend towards the uniform treatment of awards generally in fact began with the New York Convention which did away with the double exequatur rule prescribed in the 1927 Geneva Convention, under which leave for enforcement (exequatur

and the like) was required from both the court of the seat of arbitration and the court of enforcement (when the place of enforcement is different from the seat of arbitration). The seat of arbitration which was influential because of the double exequatur rule therefore became less significant under the New York Convention. In fact, one delegate at the New York Conference considered the New York Convention a “very bold innovation” because of its impact on the double exequatur rule (see Summary Record of the Thirteenth Meeting (E/CONF.26/SR.13, 28 May 1958) at p 3). As Emmanuel Gaillard observed in “International Arbitration as a Transnational System of Justice” in *Arbitration – The Next Fifty Years* (Albert Jan van den Berg gen ed) (International Council for Commercial Arbitration, Kluwer Law International, 2012) at p 71:

The idea that the New York Convention would place the seat of the arbitration at the top of a jurisdictional hierarchy for enforcement purposes is counter to its fundamental objectives. If accepted, it would shift the focus from the award itself, which is the subject matter of the Convention, to the judicial process surrounding the award in the country where it was rendered, and would fly in the face of one of the greatest achievements of the New York Convention. **Indeed, one must recall that the drafters of the Convention set out to abolish the requirement of double exequatur, which governed enforcement under the 1927 Geneva Convention on the Enforcement and Recognition of Foreign Arbitral Awards.** [emphasis added in italics and bold italics]

...

[64] The drafters of the Model Law, in aligning the Model Law with the New York Convention, were plainly desirous of continuing this trend of deemphasising the importance of the seat of arbitration. However, there was and is one significant difference between the New York Convention and the Model Law. Unlike the

New York Convention which only dealt with enforcement of awards, the Model Law also dealt with the setting aside of awards made in the seat of arbitration by the courts of that seat. This other avenue to challenge domestic awards resulted in the possibility that the enforcement of awards originating from within the jurisdiction of the supervisory court would be treated differently from that of foreign awards. This is where “choice of remedies” becomes significant and forms the crux of this dispute.”

[emphasis added]

[38] A similar observation was made by the English Court in *Dowans Holding SA and another v. Tanzania Electric Supply Co Ltd* [2012] 1 All ER (Comm) 820 (“*Dowans Holding*”):

“[10] The New York Convention, upon which the 1996 Act is based, contained in almost identical wording the provisions of s. 103(2)(f) in art V(1)(e), and s. 103(5) is in almost identical terms to art VI. **It is common ground that the intention of the New York Convention was to make enforcement of a convention award more straightforward, and in particular to remove the previous necessity for a double exequatur — ie the need, before a convention award could be enforced in any other jurisdiction, for it to be shown that it has first been rendered enforceable in the jurisdiction whose law governs the arbitration** (the ‘home jurisdiction’—an expression which covers the case both where the law of the seat and the governing law of the arbitration are the same and where (as for example in the Indian Supreme Court decision of *Oil and Natural Gas Commission v. Western Co of North America* AIR [1987] SC 674, to which I shall refer below) the arbitration which had its seat in London was governed by Indian law). See for example what both sides agree is the seminal commentary on the New York Convention, albeit written in 1981, Albert Jan van den Berg *The New York Arbitration Convention of 1958, Towards a Uniform Judicial Interpretation* p 266:

‘Another improvement of the New York Convention’s scheme for enforcement of an award is the elimination of the “*double exequatur*”. Under the Geneva Convention the party seeking enforcement of an award had to prove that the award had become “final” in the country in which it was made. In practice this could be proven only by producing an exequatur (leave for enforcement or the like) issued in the country in which the award was made. As the party had also to acquire a leave for enforcement in the country in which he sought enforcement, this amounted to the system of “double exequatur”. **The thought prevailed at the New York Conference that the acquisition of a leave for enforcement in the country where the award was made was an unnecessary time-consuming hurdle, especially since no enforcement was sought in that country. Moreover, it could lead to delaying tactics on the part of the respondent who could forestall the award becoming final by instituting setting aside procedures in the country in which the award was made.**

The elimination of the “double exequatur” is achieved in two ways. In the first place, the word “final” is replaced by the word “binding” in order to indicate that it does not include the exequatur in the country of origin (Art. V(1)(e)). In the second place, it is no longer the party seeking enforcement of the award who has to prove that the award has become binding in the country in which the award is made; **rather, the party against whom the enforcement is sought has to prove that the award has not become binding.’**

...

[14] In this case the ICC award is not yet enforceable in its home jurisdiction of Tanzania, because of the unresolved petitions, but Mr Diwan submits that that is of no relevance. At English law, the position was clearly expressed by Steyn J in *Rosseel NV v. Oriental*

Commercial and Shipping Co (UK) Ltd [1991] 2 Lloyd’s Rep 625, a case in which there was no application pending in New York to set aside or suspend a New York award, but the defendants resisted enforcement on the basis that it had not yet become binding. Expressly cross-referring to the passage in *van den Bergh*, which I set out at [10], above, Steyn J, in rejecting such submission, stated as follows (at 628):

‘... the New York Convention eliminated the “double exequatur” requirement under the earlier Geneva Convention. Under the Geneva Convention a party who sought to enforce an award, had to prove an exequatur (leave to enforce) issued in the country in which the award was made as well as leave to enforce in the country in which he sought enforcement. The New York Convention abolished the need to obtain leave to enforce in the country where the award was made.’”

[emphasis added]

[39] Accordingly, it is also the judgment of this Court that the Enforceability Argument has no merits at all.

Conclusions

[40] In the premises, the Setting Aside Application is dismissed with costs.

Dated: 6 FEBRUARY 2025

(ONG CHEE KWAN)

Judge of the High Court of Malaya

High Court of Kuala Lumpur, NCC2 & Admiralty

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For the defendant - Michael Chow, Goh Keng Tat & Elisa Oyenz Jeson; M/s Goh Keng Tat & Co (Subang Jaya)

Cases referred to:

AJWA For Food Industries Co (MIGOP), Egypt v. Pacific Inter-Link Sdn Bhd & Another Appeal [2013] 2 CLJ 395

Brunsfeld Project Management Sdn Bhd v. Ingeniur Bersekutu Consulting Engineers [2015] 1 LNS 1546 CA

Cairn Energy India Pty Ltd & Anor v. The Government of India [2010] 2 CLJ 420; [2009] 6 MLJ 795 CA

CTI Group Inc v. International Bulk Carriers SPA [2017] 9 CLJ 499; [2017] MLJU 1194

Garden Bay Sdn Bhd v. Sime Darby Property Bhd [2018] 6 CLJ 199; [2018] 2 MLJ 636

HCS Construction Sdn Bhd v. Gobinas Enterprise and Transportation Sdn Bhd [2016] 1 LNS 1251;

Huawei Technologies (Malaysia) Sdn Bhd v. Maxbury Communications Sdn Bhd & Another Appeal [2019] 6 CLJ 588; [2019] MLJU 1755 CA

Infineon Technologies (M) Sdn Bhd v. Orisoft Technology Sdn Bhd (previously known as Orisoft Technology Bhd) and another application [2010] 1 LNS 889; [2011] 7 MLJ 539

Jan De Nul (Malaysia) Sdn Bhd & Anor v. Vincent Tan Chee Yioun & Anor [2019] 1 CLJ 1

Sigur Ros Sdn Bhd v. Master Mulia Sdn Bhd [2018] 1 LNS 2125; [2018] 3 MLJ 608 CA

Ketua Setiausaha Dalam Negeri & Anor v. Salconmas Sdn Bhd [2020] 1 LNS 422; [2020] MLJU 476 HC

Kluang Health Care Sdn Bhd v. Lee Yong Beng [2016] 1 CLJ 281; [2015] MLJU 77 3 HC

Lingkaran Hartaniaga Sdn Bhd v. Lembaga Tabung Haji & another case [2024] 9 CLJ 405

MRCB Engineering Sdn Bhd v. Lee Hon Min & Others [2018] 1 LNS 835 HC

Murray & Roberts Australia Pty Ltd v. Earth Support Company (Sea) Sdn Bhd [2015] 6 CLJ 649; [2015] MLJU 2319

Chain Cycle Sdn Bhd v. Kerajaan Malaysia [2016] 1 CLJ 218; [2016] 1 MLJ 681CA

Pembinaan LCL Sdn Bhd v. SK Styrofoam (M) Sdn Bhd [2007] 3 CLJ 185; [2007] 4 MLJ 113 CA

Pembinaan Perwira Harta Sdn Bhd v. Letrikon Jaya Bina Sdn Bhd [2011] 1 LNS 1769; [2013] 2 MLJ 620

PT Asuransi Jasa Indonesia (Persero) v. Dexia Bank SA [2007] 1 SLR 597

Qingdao Hongdaxinrong International Trade Co Ltd v. Charterwin Trading Sdn Bhd & other cases [2023] CLJU 1251

Siemens Industry Software GmbH & Co Kg (Germany) (formerly known as Innotech GmbH) v. Jacob and Toralf Consulting Sdn Bhd (formerly known as Innotech Asia Pacific (M) Sdn Bhd) & Ors [2020] 3 MLJ 1

SJIC Bina Sdn Bhd v. Iskandar Regional Development Authority & another case [2020] 1 LNS 2213

Soh Beng Tee & Co Pte Ltd v. Fairmount Development Pte Ltd [2007] 3 SLR 86

Taman Bandar Baru Masai Sdn Bhd v. Dindings Corporations Sdn Bhd [2010] 5 CLJ 83

The Government of India v. Cairn Energy Pty Ltd & Ors [2012] 3 CLJ 423; [2014] 9 MLJ 149 HC

The Government of India v. Vedanta Ltd (legal successor to Cairn India Ltd) & Anor [2018] 1 LNS 617; [2018] MLJU 630 HC

Tune Group Sdn Bhd & Ors v. Padda Gurtaj Singh [2022] CLJU 2228

Tune Talk Sdn Bhd v. Padda Gurtaj Singh [2020] 3 MLJ 184

Legislation referred to:

Arbitration Act 2005, ss. 38, 39

Rules of Court 2012, O. 69 r. 8 & 9

Singapore International Arbitration Centre r. 35, r. 37