

Change of Guard

The partners of the firm hosted a Felicitation Dinner for the firm's Managing Partner from 1998 to 2012, Too Hing Yeap, on the occasion of his retirement. The event was to celebrate his long and illustrious career and his indelible contributions to the advancement of the firm. The festivities were held at the L'Heritage Restaurant, Royale Chulan Hotel on 4th January, 2013 where Mr. Too was presented a commemorative album of a compilation of photos taken through his many years with the firm.

(In the photo above, from left to right, are the firm's new Managing Partner Dato' Dr Cyrus Das, Too Hing Yeap and new Deputy Managing Partner Porres Royan. More photos follow on page 2.)

IN THIS ISSUE

CAPITAL MARKETS AND SERVICES (AMENDMENT) ACT 2012.....	22
RECENT DEVELOPMENT IN LICENSING LAWS	24
CASE UPDATES	
BANKING	16
COMPANIES	18
DEFAMATION	18
INTELLECTUAL PROPERTY.....	19
LABOUR LAW.....	21



More photos from the Felicitation Dinner for former Managing Partner Too Hing Yeap

Message from the Editorial Committee

Welcome to the first issue of Shook Lin & Bok's Legal Bulletin for the year 2013. We are pleased to once again chronicle some of the key events in and about the firm as well as within the legal profession.

The new year saw a "change of guard" in the firm. Too Hing Yeap retired as Managing Partner after a distinguished 41 years with the firm. His able leadership and excellent stewardship has seen the firm grow in strength whilst maintaining all its core values. The partners hosted a special felicitation and farewell dinner for Mr. Too on 4th January 2013 and some of the highlights of it are carried in this edition. We hope to carry an interview with Mr. Too in the near future. We wish Mr. Too a happy retirement as well as success in all his future endeavours.

Dato' Dr Cyrus Das is our new Managing Partner. He joined the firm as a pupil in 1973 and was admitted to the partnership in 1979. As a former President of the Malaysian Bar and a former President of the Commonwealth Lawyers Association, Dato' Das has ample leadership experience and is poised to captain the firm to greater heights. He reveals his hopes and vision for the firm in the center-page interview in this edition. Porres Royan is now the Deputy Managing Partner and has been with the firm since 1977. He is a safe pair of hands and will jointly shoulder the management responsibilities of the firm. This edition of the Bulletin contains some of the recently implemented initiatives by the new leadership of the firm. In this regard, we have set out the re-organised departmental structure and the respective department heads. The notable new departments are Islamic Finance and Loan & Debt Restructuring.

We also take the opportunity to introduce the recent admissions to the partnership, namely Ng Kim Poh, Ng King Hoe, Janice Anne Leo Selvanathan, Ng Hooi Huang, David Dinesh Mathew and Poh Choo Hoe. We congratulate them and hope that they will embrace their new role as partners of the firm with relish. Further, we have dedicated a special part of this edition to the awards and accolades conferred on the partners of the firm by leading publications such as Legal 500 and Chambers Asia. The recognition by them is a testament to the firm's strong commitment to high quality professional services.

This edition of the Bulletin also carries two articles by some of our partners and associates, namely, "Capital Markets and Services (Amendment) Act 2012" by Patricia David and Ivan Ho and "Recent developments in licensing laws" by Michael Soo, Lee Lin Li and Aretha Wan. Additionally, there is the usual compilation of case commentaries in our "Case Updates" section where we deal with some of the recent and important developments in the law. We trust that the articles and commentaries will inform and edify. On the lighter side, we have reports on the firm's Annual Dinner & Dance 2012, the Shook Lin & Bok "Sports Challenge 2012" and the performance of two of our musically talented associates (who call themselves "The Usual Suspects") at the Kuala Lumpur Bar Charity Night 2012.

Finally, we wish to congratulate Goh Siu Lin, partner and Deputy Head of the Probate and Administration Department, on her recent re-election to the Kuala Lumpur Bar Committee (2013/2014).



The Editorial Committee. From left to right: Tharmy Ramalingam, Hoh Kiat Ching, David Mathew, Ivan Ho, Steven Thiru, Ng Kim Poh, Adrian Hii, Goh Siu Lin. Absent: Tan Gian Chung.



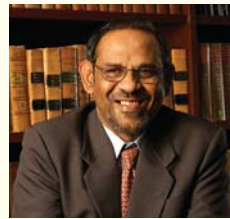
Heads of Departments



**Corporate/
Company Secretarial**
Patricia David Saini



**Banking & Finance/
Real Estate, Commercial
and Conveyancing**
Lai Wing Yong



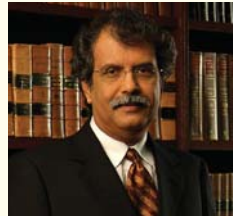
**Insurance/
Tax & Revenue**
Porres P. Royan



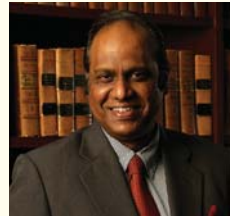
**Banking &
Finance Litigation**
Yoong Sin Min



Islamic Finance
Jalalullail Othman



**International &
Domestic Arbitration**
Nagarajah Mutiah



**General &
Civil Litigation**
Dato' Dr Cyrus V. Das



**Family, Probate
& Trusts**
Steven
Thiruneelakandan



**Labour &
Industrial Dispute**
Romesh Abraham

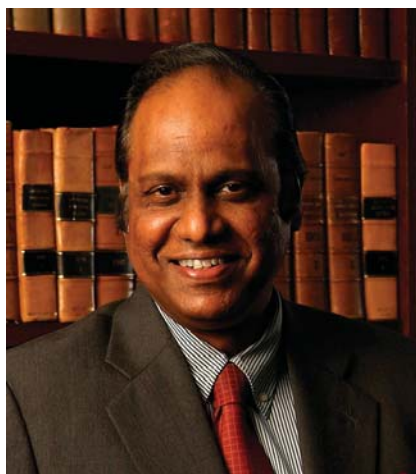


**Loan & Debt
Restructuring**
Khong Mei Lin



**Intellectual Property,
Information Technology
& Licensing**
Michael C.M. Soo

New Managing Partner, Dato' Dr Cyrus Das



Dato' Dr Cyrus Das graduated from the University of Singapore and joined the firm in 1973 as an associate. He holds a Ph D from Brunel University, Uxbridge, London.

He became partner in 1979 and is currently the Managing Partner and heads the General & Civil Litigation department. His field of practice is largely in appellate work before the Court of Appeal and the Federal Court, which is Malaysia's apex court. A large number of cases conducted by him are reported in the local law reports and they cover a wide range from commercial, contract and tax cases to the leading local cases in administrative and constitutional law.

Professional Membership

- Member, Advocates & Solicitors' Disciplinary Board for Malaysia
- External Examiner, Undergraduate and Post Graduate Degrees, Law Faculty, University of Malaya
- Member of the Advisory Panel for the Faculty of Law, University of Malaya
- President of the Malaysian Bar (1997 - 1999)
- Life President of the Commonwealth Lawyers' Association
- Adjunct Professor of Law, HELP University College
- Fellow of the Malaysian Institute of Arbitrators

His published books are:

1. Governments & Crisis Powers: A Study of the Use of Emergency Powers in Malaysia and The Commonwealth (1996), CLJ Publication, K.L.
2. Justice Through Law (Editor): Fifty Years of the Malaysian Bar ((1997), K.L.
3. Judges and Judicial Accountability (Editor), Publication of the Commonwealth Lawyers Association, London, (April 2003)

Dato' Das was rated in *The Legal 500* [2009/2010], *The Legal 500* [2010/2011], *Chambers Asia* [2010], [2011] and [2012] in the area of Dispute Resolution; and *Chambers Asia* [2009] in Dispute Resolution and Employment & Industrial Relations.

"... one of Malaysia's premier litigation and arbitration counsel" - *The Legal 500* [2010/2011]

"The eminent and authoritative Cyrus Das is a dean of the Malaysian dispute arena", "a leading light on major litigation matters", "most persuasive and convincing" - *Chambers Asia* [2009]

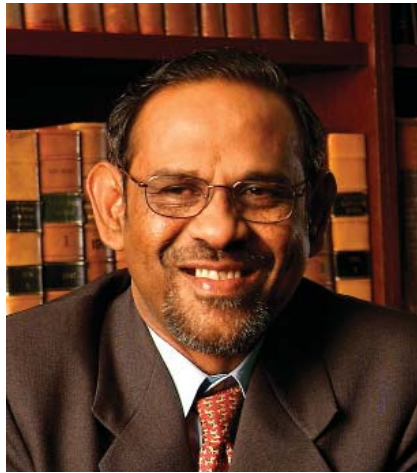
"A first-class counsel and really operates at the top of the profession" - *Chambers Asia* [2010]

"Stands in a league of his own" - *Chambers Asia* [2011]

"Cyrus Das is regarded as one of the very best litigation lawyers in the country and earns a slew of praise; interviewees affirm that he is a master of litigation and has depth of experience and intellect. It's a joy to be on the same side as him" - *Chambers Asia* [2012]

Leading individual in Dispute Resolution - *Legal 500 Asia Pacific* [2013]

New Deputy Managing Partner, Porres Royan



Porres P Royan graduated from the University of Singapore. He was admitted to the Malaysian bar in 1973.

He formerly practised in the firm of Dato Bijaya & Co, Kuala Terengganu from October 1973 to December 1976 before joining Shook Lin & Bok in February 1977, as an associate. He was admitted as a partner in January 1986.

He currently heads the Insurance and Tax & Revenue Departments and is the Deputy Head of the Banking & Finance Litigation and Intellectual Property, Information Tehnology & Licensing Departments. In addition to this, he is a Registered Trade Mark and Industrial Designs Agent.

His main areas of practice are commercial, banking, insurance, intellectual property and general litigation. Mr Porres engages mainly in trial and appellate litigation.

Porres Royan was rated in The Legal 500 [2009/2010] in the areas of Dispute Resolution and Intellectual Property; in Dispute Resolution in The Legal 500 [2010/2011], Chambers Asia [2009], [2010], [2011] and [2012].

"Impressive practitioner" - *The Legal 500* [2009/2010]

"Giant reputation" - *The Legal 500* [2010/2011]

"Outstanding litigation", "an extremely effective advocate - he has the ability to win judges over by saying very little in court." - *Chambers Asia* [2009]

Porres Royan is praised for being a "low-key litigator, who gets results without resorting to flashy posturing" - *Chambers Asia* [2010]

"Porres Royan is lauded for his dedication to his work and professional and polite style in court" - *Chambers Asia* [2011]

"Highly regarded, with one source revealing that "his reputation, quality of work and personality are all strengths." - *Chambers Asia* [2012]

Leading individual in Dispute Resolution - *Legal 500 Asia Pacific* [2013]

Accolades & Awards for Shook Lin & Bok

Corporate

Sources say: "Dedication, responsibility and meticulousness in their work set this firm apart." - *Chambers Asia 2012*

Shook Lin & Bok boasts a long history and an outstanding corporate reputation. The firm leverages off its strong banking practice, in which it regularly acts for lenders and is frequently seen on M&A transactions involving financial institutions. - *IFLR 1000 [2012]*

Lead partner Patricia David Saini is an experienced mainstay of the corporate practice and was heavily involved in the Hong Leong Assurance deal last year. - *Chambers Asia 2012*

Shook Lin & Bok's five-partner team is active in high-profile domestic M&A transactions. Ivan Ho Yue Chan advised both EON Capital and Hong Leong on a first-of-its-kind merger of their Islamic banking units. Patricia David Saini recently advised AMMB Holdings on a RM623 million stake acquisition in MBf Cards, and also acted for an oil and gas company on acquiring a 30% share in a company. - *Legal 500 [2012]*

Partner Ivan Ho Yue Chan advised Hong Leong Islamic Bank in the transfer of all the entire business including assets and liabilities of EONCAP Islamic Bank via a vesting order of the High Court of Malaya and a scheme of arrangement following the 1965 Companies Act. The transaction represents the first time that a licensed financial institution was transferred in this manner. All previous transfers of financial institutions were governed by the 1989 Banking and Financial Institutions Act, which does not apply to Islamic financial institutions. - *IFLR 1000 [2012]*

Leading Individuals

Patricia David Saini (Band 1)

Intellectual Property, Information Technology & Licensing

On the intellectual property front, the firm's practice is led by litigation specialist and partner Michael Soo. The firm's clients include BMW, Colgate-Palmolive and Chivas Regal. The firm is defending clients Fraser and Neave and F&N Beverages Manufacturing in a suit filed by Tropicana regarding an infringement on Tropicana's design, which is used on the bottle of Tropicana Twister. Fraser and Neave and F&N Beverages are contending that the Tropicana Design claim is invalid and counterclaims that it should be

removed from the Register of Industrial Design. - *AsiaLaw Profiles 2012*

This firm is capable of handling a broad range of transactions including trade marks, licensing and anti-counterfeiting. It is, however, best known for its excellent litigious IP expertise. The team handled a high-profile trade mark matter last year which went through the higher courts and ended up in front of the Court of Appeal. - *Chambers Asia 2012*

Michael Soo is the head of department and is regarded as a premier litigator and an active presence in the courts. - *Chambers Asia 2012*

Banking & Finance

A tier one firm in Banking & Project Finance - *IFLR 1000 2012.*

Senior partner Lai Wing Yong is highly respected in the legal community. His practice encompasses finance, corporate and real estate matters. - *Chambers Asia 2012*

Shook Lin & Bok is a firm that enjoys a traditionally good reputation in the banking and project finance area. This practice is led by well-regarded partner Jalalullail Othman, who handles both conventional and Islamic financings. Given its leading market position, the firm frequently acts for financial institutions in sophisticated transactions.

Shook Lin & Bok is a firm with a historic reputation that has long-standing relationships with lenders, says a peer. - *IFLR 1000 [2012]*

Jalalullail Othman and Hoh Kiat Ching advised three financial institutions on a RM458 million syndicated Islamic lending facility to part-finance a hospital construction project. - *Legal 500 [2012]*

Ng King Hoe also advised a development bank as fund manager regarding a facilitation fund of RM20 billion to promote private sector participation in public-private partnership (PPP) projects. - *IFLR 1000 [2012]*

"... Among Jalalullail Othman's highlight transactions includes his advice to a prominent development bank in Malaysia that was appointed to manage and disburse a facilitation fund of RM20 billion by the Government of Malaysia to support private sector participation in public-private partnership projects in Malaysia. Jalalullail Othman also boasts strength in the capital markets, especially in relation to Islamic instruments. He advised the lead arranger in regard to a sukuk musharakah programme of up to RM15 billion by a Malaysian utility company to partly finance the acquisition of a power plant in Malaysia." - *Asialaw Profiles 2012*

Jalalullail Othman is the key figure at the firm for Islamic finance, recently taking the lead on the innovative sukuk issuance described above. Senior partner Lai Wing Yong is highly respected in the legal community. His practice encompasses finance, corporate and real estate matters. Patricia David Saini is another key member of the team. - *Chambers Asia 2012*

Leading individuals

Lai Wing Yong

Jalalullail Othman

Insurance, Shipping & Aviation

Nagarajah Muttiah of Shook Lin & Bok has a thriving shipping practice primarily advising P&I clubs and shipowners. He specialises in insurance, hull and cargo claim matters. - *Chambers Asia [2012]*

Banking & Finance Litigation

Shook Lin & Bok's team of nine partners primarily acts for banking and financial groups. It successfully defended an investment bank against a claim for alleged negligence and breach of contract in relation to a lending arrangement. Yoong Sin Min is currently assisting Maybank in an appeal regarding the stipulated validity of clauses in bank guarantees. - *Legal 500 [2012]*

Yoong Sin Min and Tan Gian Chung were named as Leading Lawyers in their respective categories of "Litigation and Dispute Resolution" and "Insolvency & Restructuring" in the 2012 Islamic Finance news Leading Lawyers and Law Firm polls.

General Litigation

Cyrus Das is regarded as one of the very best litigation lawyers in the country and earns a slew of praise; interviewees affirm that "he is a master of litigation and has depth of experience and intellect. It's a joy to be

on the same side as him." Colleague Porres Royan is similarly highly regarded, with one source revealing that "his reputation, quality of work and personality are all strengths." Lam Ko Luen is the firm's construction expert and is a hugely respected figure in the field. He also handles maritime and shipping issues. - *Chambers Asia 2012*

Sources say: "Offers a good service to clients and one of the only firms that compete at the top level of litigation. - *Chambers Asia 2012*

Litigation is regarded as a real practice strength and the group regularly represents clients in Malaysia's highest courts. - *Chambers Asia 2012*

Leading Individuals - Legal 500 2012

Dato' Dr. Cyrus Das

Porres P. Royan

Employment & Labour

This strong practice handles a wide range of matters including retrenchment and redundancy, change of ownership, takeovers, mergers and collective bargaining. As one of the leading firms in the market, it is a favourite among domestic clients and has recently taken on a number of high-profile cases that further cement its reputation in this sector.

Steven Thiruneelakandan is considered an excellent department head. He also handles commercial litigation matters in addition to his employment law caseload. - *Chambers Asia [2012]*

Domestic & International Arbitration

Lam Ko Luen is the firm's construction expert and is a hugely respected figure in the field. - *Chambers Asia [2012]*



Launch of Exchange Tradable Bonds and Sukuks - 8th January 2013

The Firm is proud to be associated with the recent launch of the Exchange Tradable Bonds and Sukuks ("ETBS") by Bursa Malaysia on 8th January, 2013. The Honourable Prime Minister YAB Dato Sri Najib Tun Razak graced the occasion and officiated the launch of the first exchange tradable sukuk by DanaInfra Nasional Berhad, the special purpose financing vehicle for the MRT Project, an Entry Point Project ("EPP") under the Economic Transformation Programme ("ETP").

The Firm's head of Islamic Finance, Jal Othman (at the right), was invited to participate in the panel session organised by Bursa Malaysia on the launch day. The members of the panel included heads of departments from the financial institutions acting as joint lead arrangers for the maiden sukuk issuance.

New Partners

The firm is pleased to welcome the following Partners to our growing and dynamic partnership. Congratulations and it is going to be exciting ahead working with the new additions on board.



Ng Kim Poh

Ng Kim Poh joined the firm in 2001 as an Associate. He left in late 2007 to join another firm as a partner. He rejoined the firm recently as a Partner. He practises exclusively in intellectual property law and information technology. He is a registered Patent Agent, Trade Mark Agent and Industrial Designs

Ng King Hoe obtained his LLB degree from the University of Sydney. He also holds a Bachelor of Commerce (Accounting and Finance) from the University of Sydney. King Hoe joined the firm in 2002 as an Associate and recently became a Partner.

He practices in the areas of Corporate, Banking & Finance and Real Estate and Commercial Transactions and his work mainly covers acquisitions of companies or shares, debt restructuring and settlement, establishment of joint venture companies, loans and project financing (both Islamic and conventional), and issuance of private debt securities and Islamic securities.



Ng King Hoe

In October 2002, Janice Anne Leo Selvanathan joined the firm as an Associate, specializing in employment law, and she was recently made a Partner of the firm.

She has extensive experience in a wide range of employment related matters, and also handles various aspects of employment related advisory work for both local and foreign corporate clients. In addition to this, Janice's other areas of practice include administrative law, planning law and general litigation.



Janice Anne Leo Selvanathan



Ng Hooi Huang

Ng Hooi Huang joined the firm in 2007 as an Associate and was recently made a Partner. Her area of practice is civil and commercial litigation, specializing in Banking & Finance Litigation.

Hooi Huang advises and represents financial institutions in numerous debt recovery actions and also in defending actions brought against financial institutions. Her areas of practice covers company and commercial litigation including recovery work and enforcement of security, receivership, corporate insolvency or liquidation, bankruptcy, restructuring of debts and schemes of arrangements, contractual and tortious claims as well as land disputes.

David Dinesh Mathew joined the firm as an Associate in 2005. He was recently admitted as a Partner.

The focus of his work is in the areas of General Litigation, Administrative Law and Employment Law. David's General Litigation portfolio includes representing clients in cases involving breach of contract, defamation and personal injury. David has experience handling judicial review applications for regulatory bodies as well as for international clients against local authorities. He has further been involved in a number of important human rights cases in Malaysia relating to religious freedom and native title rights.



David Dinesh Mathew

Poh Choo Hoe joined the firm in 2005 as an Associate. He was recently emplaced as a Partner. He practises under the Banking & Finance Litigation Department of the Firm.

His work comprises advisory work on debt recovery matters concerning banking and financial institutions. He frequently appears in Court to represent banking and financial institutions in connection with banking disputes including inter alia, enforcement of loan and security contracts, enforcement of debentures, realization of collateral given by security providers, liquidation and bankruptcy matters.



Poh Choo Hoe

Goh Sui Lin's re-election to the Kuala Lumpur Bar Committee



The firm congratulates our Goh Sui Lin on her successful re-election with the second highest votes to the Kuala Lumpur Bar Committee (2013/2014). She will continue to serve as the Chairperson of the Practitioners' Affairs Committee.

Charity Night Talent Competition - The Usual Suspects

"Hey, you sing really well!"

"And you can play the guitar!"

"So should we do this?"

And that, ladies and gentlemen, is a brief description of how the firm's team "The Usual Suspects" came to be.

With such humble beginnings, coming second in the Kuala Lumpur Young Lawyers' Committee Charity Night Talent Competition 2012 was something we never thought was possible. We set out to entertain, give a little something back to the community and (hopefully) not embarrass ourselves too much. So, winning second place was definitely a bonus!

Last year's Charity Night centered on Project Light a Home which is a community project that focuses on providing solar-powered bulbs to orang asli communities. Without the said bulbs, the orang asli communities have to continue to depend on kerosene lamps for light. These kerosene lamps are not only costly but also present a health and safety risk as the lamps produce toxic fumes and increase the likelihood of fires. The Usual Suspects raised RM8,000 for the cause.





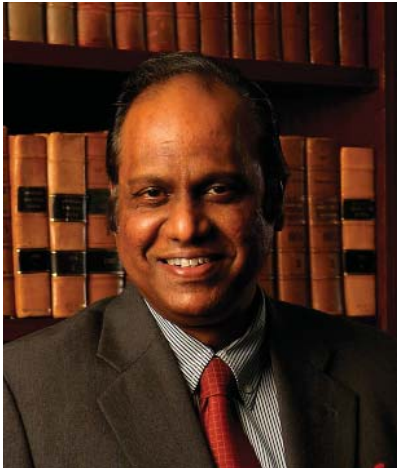
Shook Lin & Bok Sports Challenge Trophy

The Shook Lin & Bok Challenge Trophy is for the best team in sports for each year. Our people are divided into 4 teams: Staff, Pupils, Associates, Partners and each year, a sporting event is selected for the respective teams to take the opportunity to “thrash” their opponents. Not only do we uncover sporting skills that match professional standards but we also find that team members cooperate, support and cheer each other on, making Shook Lin & Bok a healthier and more synergistic organisation. In 2011, the Staff took the Challenge Trophy for Bowling but the shocker was in 2012 when the Partners took the Challenge Trophy for Badminton. For 2013, it will be table tennis. The Staff have Ms. Ong Seok Yong, a veteran conveyancing clerk who was an ex-state player for table tennis. Will it be a sure win for the Staff? Or will the Pupils, Associates, Partners rise to the occasion? The Challenge Trophy will be presented to the victorious team at our annual dinner in October 2013. The above depict scenes from the spirited competition.

Coming in the next issue ...

Look out for our re-launched Newsletter with a new name and a fresh look, in our next issue. We hope to carry an interview with our former Managing Partner Too Hing Yeap and a special article providing insights into practice in the past. Also, watch our for details on the firm’s office facelift!

Interview with new Managing Partner Dato' Dr Cyrus Das



Q. You are just stepping into your new role as the Managing Partner. What are the main areas which you would like to concentrate on during your tenure?

A: The firm is in very good shape and performing well. Our biggest challenge would be to keep the momentum going and re-energise the firm especially in those areas and departments that need improvement. With these factors in mind, the Partners agreed in January this year to undertake a major reorganisation of the departments and practice areas within the firm.

The starting principle was for every General Partner to head a department which would reflect a particular practice area. It will be his/her responsibility to ensure the growth and performance of the department, the skill and competency of the lawyers in that department, and, the development of the practice area within the firm.

My role as Managing Partner in relation to this is to assist the Department Heads in their task and to provide all opportunity for the departments to succeed. By the first quarter, I must say there are already some good results.

Q. The firm has had a long history, since 1918. What factors have enabled the firm to continue to maintain a strong presence for the past 95 years?

A: Shook Lin & Bok was the first wholly indigenous law firm back in 1918 when it started. It did not have the colonial expatriate support that the European law firms enjoyed. At that time the large corporations, plantation companies and banks were all European based. Our clientele, I am told, was largely the local business community. So our success and growth in that sense is all the more commendable. If you look back over the decades with the change in the political climate and environment, at every stage we pulled ourselves up, so to speak, by our own bootstraps with the support of a strong and loyal clientele. We continue to do so, as we have to constantly be alert to changing market forces and re-orientate ourselves to meet them.

Q. What in your view are the qualities and strengths of the firm which distinguishes it from its counterparts?

A: The quality of the firm depends on the competency and efficiency of its lawyers. The leadership of the firm depends on the quality of its Partners especially the Department Heads. The task of the Managing Partner is to oversee all this.

I am very serious about this aspect of the job as I am generally very opposed to slackness, slovenliness and lethargy among lawyers. I go on the basis that if you are unable to manage yourself you are unlikely to manage other people's legal problems.

To ensure that the firm remains first-rate in its legal services, the Partners who are departmental heads are expected to be energetic and dynamic with both a sense of purpose and direction. If there are any shortcomings, I am there to step in as I monitor very closely the performance, work out-put and earnings of every department, and the performance and earnings of every lawyer. I do this monitoring as a daily task. It is the only way to ensure continued high-performance within the firm.

The monthly Partners' lunches are primarily working sessions for me and the Partners to be informed of problem areas and to undertake an appraisal of lawyers' performance. These feed-back sessions are important because the Partners operate as team leaders and have each a batch of lawyers under them who report to them. In this way we are able to ensure that our size does not dilute our capacity to ensure proper work-supervision all the way down.

We may justly be proud that Shook Lin & Bok's outstanding reputation is its integrity and honesty. It has been built up over the decades and the Partners will ensure it will always be there

Q. You have had an admirable career in the legal practice. You were a former President of the Malaysian Bar and are Life President of the Commonwealth Lawyers' Association. In addition, you have been involved in numerous landmark cases. Could you share with us your motivations and how you strike a balance between professional and family life in your very busy schedule.

A: Yes, I was the Bar President for 2 years from 1997 - 1999. I was also the President of the Commonwealth Lawyers' Association for 3 years from 1999 - 2003. I am now its Honorary Life President. These were good experiences, and I learnt a lot from holding these offices. However, they were not about management. You did not have to look at balance sheets then as I do now.

Law firm management is a totally different exercise. Here you manage lawyers, the legal work and the finances. There is personal liability involved and therefore personal consequences for both the individual lawyer and the firm. It is therefore serious business and not by any means a part-time engagement. Lawyers are made to understand they have to acquit themselves in every file they handle.

Speaking for myself, legal practice is a full time preoccupation. You cannot acquit yourself on a case you handle unless you are fully devoted to it. It is extremely time-consuming and takes you away from everything else. Every lawyer therefore has to work out for himself how he can strike a proper balance between the competing demands on his time. I long ago realised that you cannot be a committed lawyer and be other things at the same time. So I gave up the other things.

Q. Legal practice is extremely competitive and the profession is becoming globalised. Please share with us the challenges practitioners face in the current climate.

A: The globalised market and the globalised legal practice are the new challenges of the past decade and a half. They remain so. We have geared ourselves to it. Cross-border legal work in non-contentious and contentious legal work is not new to us.

On the litigation front, just over the past year, I have myself with my team represented three foreign governments in litigation/arbitration cases that required us to work with foreign lawyers. We are comfortable with it and do not see it as anything exceptional.

We do not propose however to have any structural link-up with any foreign law firm as that presents problems and challenges of its own. We note it has not been a success story down south in Singapore.

Meanwhile, our membership of ALFA gives us the necessary connection to a world-wide network of lawyers on a priority basis, and we are happy with this link.

Q. Social movements are also on the rise, where lawyers take a big role in representing public against injustice. What is the firm's contribution in this respect?

A: Shook Lin & Bok's commitment to the legal profession and the cause of civil justice and liberty is legendary and well known. In 1988, we stood alone in representing the then Lord President Tun Salleh as he unfairly faced imminent removal from office. It was the first tribunal. The other law firms came in when the second tribunal was established.

Our pro bono work continues. We handled the landmark orang asli land rights case (the *Sagong Tasi* case) on a pro bono basis some years back. We continue to represent the land and civil rights of the orang asli, and have a dedicated team under Steven Thiru in place for that purpose. This is our contribution as a law firm to the upliftment of justice, and representation of the needy, in our society.

We see the legal profession as playing a special role, especially in a developing country like ours, and would play our part in upholding the cause of justice and fairness in society.

Case Updates

The following lawyers contributed to the preparation and compilation of various case updates in this issue: Michael Soo, Yoong Sin Min, Hoh Kiat Ching, Tharmy Ramalingam, Tan Gian Chung, Ng Kim Poh, Wendy Lee, Darmain Segaran and Gregory Das

Banking

Court of Appeal decision of **Luggage Distributors (M) Sdn Bhd v. Tan Hor Teng & Anor** on the meaning of caveatable interests under section 323(1) of the National Land Code approved by Federal Court

In the recent case of *Score Options Sdn Bhd v. Mexaland Development Sdn Bhd*, our senior partner, Ms Yoong Sin Min, appeared as counsel for the appellant.

This case is significant as the judgment of the Court of Appeal in *Luggage Distributors (M) Sdn Bhd v. Tan Hor Teng & Anor* [1995] 1 MLJ 719, which had set out the principles as to who has a caveatable interest in land, has been endorsed by the apex court of the country.

The Federal Court in *Score Options Sdn Bhd v. Mexaland Development Sdn Bhd* held that only claims to title to land (i.e. proprietorship) or any registrable interest in land (i.e., interest capable of being registered) or claims to any right to such title or registrable interest, are capable of protection by the entry of a private caveat under section 323(1) of the National Land Code.

The appellant land owner had granted to the respondent project manager rights to develop the land under a joint venture cum project management agreement. However, according to the Federal Court, these rights do not create any interest in the land and are not caveatable under the National Land Code.

Further, the Federal Court held that any registrable interest claimed by a caveator must be an existing interest when the caveat is lodged. A potential interest or interest *in futuro* is not caveatable.

Therefore, even though the respondent project manager was given the option to buy and transfer to itself units it constructed, the respondent did not have any registrable interest when the caveat was lodged as the respondent had not exercised that right/option.

With regard to a clause in the agreement which permitted the project manager to lodge a private caveat, the Federal Court also held that parties cannot by agreement between themselves invent a right which the law does not recognise. Thus despite the agreement, the caveator would still have to show that his caveat is within the scope of section 323 of the National Land Code.

Federal Court reiterates that the sale of charged property, outside the provisions of the National Land Code, by the chargee in exercise of its rights as attorney for the chargor under an irrevocable Power of Attorney, is valid

On 18 January 2013, the Federal Court, in the case of *Lim Eng Chuan Sdn. Bhd. v. United Malayan Banking Corporation and Anor* (Federal Court Civil Appeal No. 02(f)-78-12/2011(B)), was invited to answer several questions affecting the rights of a secured creditor over charged lands.

In this case, the Appellant, the borrower, executed a National Land Code Charge and a Debenture charge over various lands in favour of the lender, the 1st Respondent. The Debenture contained an irrevocable Power of Attorney for valuable consideration, granted in favour of the 1st Respondent.

After the Appellant had been ordered to be wound-up and pursuant to the Debenture, the 1st Respondent appointed a Receiver & Manager who proceeded to advertise the sale of the charged lands. A sale and purchase agreement for the charged lands was executed by the 2nd Respondent, as purchaser, and the 1st Respondent, as attorney of the Appellant, pursuant to the Power of Attorney.

The Appellant's action to set aside the sale of the charged lands to the 2nd Respondent was dismissed by the High Court and the Appellant's appeal to the Court of Appeal was similarly dismissed by a majority decision. Leave to appeal to the Federal Court was allowed and at the hearing of the appeal proper, the Federal Court decided as follows:-

- (1) A sale by a chargor through its attorney, pursuant to an irrevocable power of attorney given for valuable consideration, of land charged under the National Land Code, is valid even though the sale was effected without recourse to and compliance with the National Land Code.
- (2) A Power of Attorney can be granted by a company as donor although a company is not a natural person and where the Power of Attorney is for valuable consideration and irrevocable. The Power of Attorney is not revoked upon the winding-up order made against the company.
- (3) Section 223 of the Companies Act 1965 does not apply to disposal of assets charged as security and therefore, leave of the winding-up court is not required for the disposition of property belonging to a company in liquidation which is held as security.

In arriving at its decision, the Federal Court considered its previous decisions in the cases of *Kimlin Development Sdn. Bhd. v. Bank Bumiputra Malaysia Berhad* [1997] 2 MLJ 805 and *K. Balasubramaniam v. MBF Finance Bhd* [2005] 1 AMR 585 and sought to clarify the position in law as follows:-

- (1) the Supreme Court in *Kimlin* decided that the charged property could not be sold by the Receiver & Manager appointed under a Debenture, but that lands charged under the provisions of the National Land Code had to be sold pursuant to the National Land Code;
- (2) the Federal Court agreed with the Federal Court in *K. Balasubramaniam* that the decision in *Kimlin* was of a limited scope. In *Kimlin*, the debenture did not contain an express provision appointing the Receiver & Manager as attorney of the borrower, thus any sale by the Receiver & Manager would be as agent of the chargee; and
- (3) in the present case of *Lim Eng Chuan*, the 1st Respondent, the bank/chargee, sold the charged land and signed the sale & purchase agreement, as attorney of the Appellant, the owner of the lands, under an irrevocable power of attorney. Thus, the sale was in effect carried out by the chargor and *Kimlin* was not applicable.

Financial institutions would certainly welcome this decision of the Federal Court. However, if a private treaty sale is being contemplated, it would be necessary to first ascertain whether there exists a valid & irrevocable Power of Attorney for valuable consideration in favour of the chargee and also the Receiver and Manager, if a sale is to be conducted by a Receiver and Manager. Further, the Federal Court did observe that the Power of Attorney would be revoked upon the dissolution of a company under sections 239 & 240 of the Companies Act 1965 and if the company which is ordered to be wound up, has been dissolved.

Federal Court upholds claim against guarantor for interest on outstanding loan amount, notwithstanding the winding-up of the principal debtor

On 27 November 2012, the Federal Court delivered a decision in the case of *Andrew Lee Siew Ling v. United Overseas Bank (Malaysia) Bhd* (Federal Court Civil Appeal No. 02(-)-79-12-2011(J)) that a secured creditor can claim interest from a guarantor pursuant to a guarantee and indemnity, after the date of winding up of a borrower company, notwithstanding the secured creditor did not realise its security within 6 months of the winding up order made against the borrower company.

The appellant guarantor contested the amount due to the respondent bank and relied on section 8(2A) of the Bankruptcy Act 1967 (Act), which essentially states that no secured creditor shall be entitled to any interest in respect of his debt after the making of the receiving order (i.e. order declaring bankruptcy) if the security is not realised within 6 months from the date of the receiving order.

The Federal Court was of the view that section 8(2A) must be read in the context of and together with section 8(1) and section 8(2) of the Act, and that section 8(1) did not apply to the guarantor, as the guarantor was not the “debtor” against whom a receiving order had been made. In light thereof, neither section 8(2) nor section 8(2A) of the Act would apply to the guarantor.

The Federal Court held that the liability of the guarantor was primarily separate and independent from the liability of any other person, including the liability of the principal debtor which had been wound up. The guarantor’s liability was not dependent or secondary to the liability of the principal borrower. He was a principal debtor himself, and in essence, the liability of the guarantor who had given an indemnity could be more extensive than the liability of the principal borrower.

With this Federal Court decision, the common practice of obtaining guarantees and indemnities from third parties, such as the shareholders and/or directors of a corporate borrower, should be continued and whilst there may be some leeway in terms of enforcement, the prudent course is nevertheless for security (including guarantees and indemnities) to be realised expeditiously.

Federal Court affirms that the statutory right of chargee under the National Land Code is restricted where chargor is wound-up

On 18 January 2013, the Federal Court delivered a decision in the case of *Pilecon Realty Sdn. Bhd. v. Public Bank Berhad* and others (Federal Court Civil Appeal No. 02-71-2011) that a secured creditor is not entitled to charge interest after the winding-up order, if the secured creditor does not realise the security within 6 months of the winding-up order.

Previously, the legal position was that if a creditor were to stand outside of the liquidation process and realise its security independently, the creditor should be entitled to recover the full value of the debt from the proceeds of the realisation of the security, inclusive of accrued interest up to settlement. By standing outside of the liquidation process, this meant that the creditor does not look to the liquidator to deal with its unsecured portion or its debt.

However, with this recent Federal Court decision, the previous position appears to no longer prevail and there should be strict compliance with section 8(2A) of the Bankruptcy Act 1967 (which applies in a company liquidation scenario). Section 8(2A) of the Bankruptcy Act 1967 essentially states that no secured creditor shall be entitled to any interest in respect of his debt after the making of the receiving order in bankruptcy, if the security is not realised within six months from the date of the receiving order. This provision is imported into company insolvencies by virtue of section 291 of the Companies Act 1965.

A creditor holding security would have to be very vigilant where realisation of its security is concerned and the previous avenue of proceeding with a winding-up of the security provider so that an appointed liquidator can deal with the sale of the security will have to be thought through carefully. If the creditor does not realise the security within 6 months of the winding-up order, the secured creditor will only be entitled to interest up the date of the winding-up order only.

It appears from the grounds of judgment of the Federal Court that the Federal Court was moved to protect the rights of unsecured creditors. When a secured creditor delays in realising the security, interest would accrue further in favour of the secured creditor which, the Court recognised, would be to the prejudice of the unsecured creditor who would be looking to the surplus of realisation proceeds after the debt of the secured creditor has been settled.

This decision has great repercussions to the banking industry. The Federal Court does not address in its judgment instances where a winding-up petition is filed by third party creditors and the secured creditor may not be aware of the winding-up action or order granted until some time later, or where the secured creditor has taken steps to realise the security but is unable to do so due to no fault of its own. With this Federal Court decision, the prudent course now would be for security to be realised expeditiously.

Companies

No breach of Section 132C of the Companies Act 1965 if a company enters into a joint venture agreement with a developer to develop the company's land, without shareholders' prior approval, where the company retains legal and beneficial ownership of the land

In the case of *Pioneer Haven Sdn Bhd v. Ho Hup Construction Company Bhd & Anor And Other Appeals* [2012] 5 CLJ 169, the appellant and Bukit Jalil Development Sdn Bhd (BJD) entered into a joint development agreement (JDA). Under the JDA, the appellant would develop a piece of land owned by BJD with a guaranteed income of RM265 million to BJD. BJD then executed a power of attorney in favour of the appellant but remained the legal owner of the land.

The respondent, Ho Hup Construction Company Bhd, was the majority shareholder of BJD and brought a suit against, inter alia, BJD and the appellant, claiming that the JDA should be voided as the prior approval of the shareholders of BJD for it had not been obtained as required pursuant to Section 132C of the Companies Act 1965 (Act).

Central to the respondent's case was the contention that the JDA together with the said power of attorney amounted to a "disposal" of company property, i.e. the land, within the meaning of Section 132C of the Act because they vested de facto control of the land in the hands of the appellant.

On 27 February 2012, the Court of Appeal delivered a decision that upon the proper construction of the JDA, it was an agreement for the joint development of the land and the division of the profits therefrom. It was not an agreement for the sale of the land; a "disposal" would require a transfer of, or change in, the beneficial ownership of the land, but there was no transfer of ownership to the appellant. The appellant was not at liberty to dispose of the land except to sell the properties built under the JDA to purchasers. The power of attorney only enabled the appellant to transfer or charge the land or any part thereof in accordance with and for the purposes of the JDA. Further, the land would revert to BJD upon the termination of the JDA.

The Court of Appeal held that the JDA was a bona fide commercial arms-length agreement. Thus, the JDA did not require shareholders' prior approval pursuant to section 132C of the Act.

For land-owning companies which intend to enter into joint development agreements with developers, the agreements should clearly provide for the landowners to retain legal and beneficial ownership of the lands, except for sales to purchasers of the developed properties. If this is not the case, and there will be a transfer of ownership to the developers, prior approval of the shareholders of the landowners for the entry into the agreements should be obtained.

Defamation

Qualified Privilege

The Federal Court in *Financial Information Services Sdn. Bhd. v. Hj Salleh Hj Janan* [2012] 8 CLJ 885 delivered an important decision on the defence of qualified privilege in respect of the dissemination of information on the credit standing of an individual and liability for defamation in respect of the same.

The material facts of the appeal may be shortly stated as follows. The Appellant was a private limited company that collected and circulated information on the credit rating of individuals to third parties who had requested for them. The Respondent was a businessman and politician who had unsuccessfully applied for a loan from two financial institutions ("the said financial institutions"). The Respondent attributed his failure to obtain the loan to the negative information that had been provided by the Appellant regarding his credit status to the said financial institutions. It became apparent that the Appellant had incorrectly informed the said financial institutions that the Respondent was an undischarged bankrupt, when in fact the two bankruptcy orders against him had been annulled by then.

The Respondent thereafter instituted a suit in defamation against the Appellant and claimed damages. The High Court dismissed the Respondent's claim and upheld the defence of justification in favour of the Appellant. The Court of Appeal reversed the decision of the High Court

and rejected the Appellant's contention that the details contained in the information supplied to the said financial institutions were protected by qualified privilege. The Appellant then appealed to the Federal Court.

The primary issue in the appeal was whether the rule in the Privy Council case of *Macintosh v. Dun* [1908] AC 390 applied to preclude the Appellant from relying on the defence of qualified privilege. The Privy Council in *Macintosh* had held that the defence of qualified privilege would not apply to information on the credit and financial status of individuals that was published by bodies for profit and with "motives of self-interest". This principle was qualified by the House of Lords in *London Association for Protection of Trade v. Greenlands* [1916] 2 AC 15. In the *Greenlands* case, their Lordships observed that the qualified privilege defence would apply to the dissemination of a person's credit standing where the said publication was made by a body under a "social duty to communicate it". This was held to be different from a body that was "actuated by motives of private gain or other motives..." in publishing the information.

The Federal Court had therefore to decide in which category the Appellant fell. In deciding this issue, the Federal Court rightly examined the purpose of the establishment of the Appellant company. In so doing, it held that the Appellant was not "under a legal, social and moral duty to incorporate itself to provide the credit information" (para. 38). This was on the premise that the Appellant charged a fee to each of its customers for the provision of the requested information. In this regard, the Appellant was held to have been trading for profit and had a "motive of self-interest" (para. 27). This attracted the operation of the *Macintosh* principle and it thus precluded the Appellant from relying on the qualified privilege defence.

The Federal Court also found that malice had been established in respect of the Appellant's publication of the information in question. This was in view of the Appellant's failure to adequately enquire into the accuracy of the information it had supplied on the Respondent. In this respect, the Appellant was held to have acted recklessly, which meant that malice had been proven and further that the qualified privilege defence could not avail the Appellant under the circumstances.

The Federal Court decision emphasizes the importance of credit agencies and bodies like the Appellant operating as a commercial enterprise to exercise a high degree of care in providing information on the credit standing of third parties.

Intellectual Property

Patents

Cadware Sdn Bhd v Ronic Corporation (Court Of Appeal) is an appeal by the Appellant/Defendant against the decision of Kuala Lumpur High Court Suit No. D5-22IP-74-2010

with regard to the infringement of Malaysian Patent No. MY-134058-A ("the Patent"). The Respondent/Plaintiff is the registered proprietor of an invention entitled "Device for sensing and alarming the absence of water in a home machine for manufacturing soya bean milk, watery bean curd and bean curd". The Respondent claimed that the Appellant had infringed the Patent. The Appellant denied the infringement and counterclaimed for revocation of the Patent on the grounds that the invention was not novel, it lacked an inventive step or was obvious to a person skilled in the art and the invention was not sufficiently disclosed in the specification of the Patent. The High Court had held that the Patent is valid and that the Appellant had infringed the same. However, the Court of Appeal overturned the High Court's decision on the issue of infringement but, with the parties' agreement, it did not decide on the issue of validity of the Patent.

At the time of writing the Court of Appeal has yet to provide its grounds of decision. However, based on the parties' submissions, it would appear that in overturning the decision of the High Court on the issue of infringement, the decision of the Court of Appeal was of the view the learned trial judge had erred when she took into consideration the manner in which the invention of the Patent and the Appellant's "One Touch Energy Maker" worked. Further, the Court of Appeal appeared to have rejected the expert evidence of the Respondent which showed that a fair reading of the claims of the Patent revealed that the Patent had been infringed by the Appellant.

Further, it would appear that the Court of Appeal found that the learned trial judge had failed to set out and consider all 3 questions laid down in the English High Court case of *Improver Corporation v Remington Consumer Products Limited and Others* [1990] FSR 181 ("the *Improver Questions*"). The *Improver Questions* relate to the application of the purposive interpretation or construction of a patent in determining the issue of infringement. However, it has to be noted that the 3 questions laid down in *Improver Corporation* are merely guidelines. Whether the Court of Appeal is correct in finding that the learned trial judge had erred merely because the learned trial judge did not provide an answer for each of the questions systematically is questionable. For this reason, the Respondent has filed an application for leave to appeal to the Federal Court and the leave application is currently pending for a hearing date.

This is the first time the Malaysian court rejected outright the consideration of how an infringing product worked vis-à-vis a patented invention for the purpose of determining infringement. Even though the doctrine of equivalents is not applicable in Malaysia, it is questionable whether or not it is proper for the Malaysian court to reject the mere consideration of the way in which a product / invention worked.

Hence, the decision of the Court of Appeal gave rise to the following questions which should be considered by the Federal Court:-

- (1) when applying the purposive interpretation or construction to determine whether a patent has been

infringed under section 58, Patents Act 1983, is the Court allowed to consider how the alleged infringing product or process works or functions?

- (2) when applying the purposive interpretation or construction to determine whether a patent has been infringed under section 58, Patents Act 1983, is it mandatory for the Court to expressly state and answer the 3 questions set out in *Improver Corporation v Remington Consumer Products Limited and Others* [1990] FSR 181?
- (3) when applying the purposive interpretation or construction to determine whether a patent has been infringed under section 58, Patents Act 1983, should the Court take into account what would be a fair reading of the claims of the patent-in-suit?

Industrial Design

In *Tropicana Products Inc v F&N Beverages Manufacturing Sdn Bhd and 5 related actions*, the Plaintiff, Tropicana Products Inc, filed actions against F&N Beverages Manufacturing Sdn Bhd, F&N Dairies (Malaysia) Sdn Bhd, Freshie (M) Sdn. Bhd and GCH Retail (Malaysia) Sdn Bhd for the alleged infringement of Malaysian Industrial Design Registration No. MY-06-00624 ("624 Design") in respect of a "Bottle" in the name of Tropicana Products, Inc via the following actions:-

1. Kuala Lumpur High Court Civil Suit No. D5-22IP-59-2010 *Tropicana Products, Inc v. F&N Beverages Manufacturing Sdn Bhd*
2. Kuala Lumpur High Court Civil Suit No. D5-22IP-41-2010 *Tropicana Products, Inc v. F&N Beverages Manufacturing Sdn Bhd*
3. Kuala Lumpur High Court Civil Suit No. D5-22IP-66-2010 *Tropicana Products, Inc v. F&N Dairies (Malaysia) Sdn Bhd*
4. Kuala Lumpur High Court Civil Suit No. D-22IP-12-2010 *Tropicana Products, Inc. v. Freshie (M) Sdn. Bhd & GCH Retail (M) Sdn Bhd*

The 624 Design is a multiple-design registration consisting of 7 different bottle designs.

Tropicana Products, Inc also filed motions to expunge Malaysian Industrial Design Registration No. MY 09-00855-0101 in the name of Fraser and Neave, Limited ("855 Design") and Malaysian Industrial Design Registration No. 09-00650-0101 ("650 Design") in the name of Enhance Plastic Industry Sdn Bhd via the following motions:-

1. Kuala Lumpur High Court Originating Motion No. D-25IP-10-2010 *Tropicana Products, Inc v. GCH Retail (Malaysia) Sdn Bhd*

2. Kuala Lumpur High Court Originating Motion No. D-25IP-1-2010 *Tropicana Products, Inc v. Fraser and Neave, Limited*

The Plaintiff, a subsidiary of PepsiCo Inc, alleged that the Defendants in the respective actions have infringed the 624 Design by using bottle designs which are obvious or fraudulent imitations of the 624 Design. The Plaintiff further alleged that the 855 Design and the 650 Design are invalid design registrations and sought to invalidate them.

Apart from denying infringement the Defendants also counterclaimed for the invalidation of the 624 Design on the grounds that the 624 Design :-

- 1) was not new at its priority date as a substantially similar design had been published and used in Malaysia since at least 2004 in the form of the Pokka Green Tea bottle;
- 2) consists of features of shape and configuration which are solely dictated by the function for which the bottle is to perform, i.e. specifically designed to ensure that the is suitable for containing beverages bottled using the hot-fill bottling process; and
- 3) is a registration for a part or parts of an article which is contrary to the provision of the Industrial Designs Act 1996.

The Defendants also took the stand that if the 624 Design is held to be valid, the novelty in the 624 Design is small as novelty could only have resided in the design of the vacuum panels of the 624 Design which are shaped like blades of grass.

All 6 actions were heard together and the Honourable Judicial Commissioner (now Judge) Datuk Hanipah binti Farikullah delivered her decision at the High Court of Malaya at Kuala Lumpur on 03.07.2012.

A. The 624 Design is valid

The judge found no merit in the Defendants' contention that the 624 Design had contravened the Industrial Designs Act 1996 by being a registration for a part or parts of an article as the design registered is for an article as a whole and not for separate detachable parts of an article.

The judge rejected the Defendants' contention that the 624 Design was not new despite the prior publication and use of the Pokka bottle design as supported by the testimonies of the Defendants' witnesses and the advertisements in Sin Chew Daily and Oriental Daily.

The Court then considered the Defendants' contention that the bottle designs are to be considered through the eyes of an instructed user and the Plaintiff's opposing contention that the bottle designs ought to be considered through the eyes of an ordinary consumer. The judge is of the view that the Court must adopt the mantle of a purchaser of the article in question. Hence, the eye through which the Court must view the designs must be that of an ordinary

consumer, and not a person who is familiar with the hot-fill bottling process.

The judge accepted the evidence of the Plaintiff's consumer witnesses who had testified that the 624 Design is attractive and that they would buy the Plaintiff's products bearing the 624 Design based on the bottle design alone. The Court was satisfied that the 624 Design is attractive and has eye appeal.

In view of the eye appeal of the 624 Design, the judge decided that even though the features of the 624 Design are attributable to the function which the bottle is to perform, the slanted panel and the dome shaped shoulder are not solely dictated by function and have a visual appeal. The Judge accepted the Plaintiff's evidence that there are differently designed hot-fill bottles without slanting panel designs which can be used even if it may mean an increase in costs.

B. Infringement

The judge held that the Court has to compare the bottle designs as a whole for the purpose of determining whether there had been infringement. The judge found that the Plaintiff had proven its case in respect of design infringement against all of the Defendants as the overall look and impression of the designs used by the Defendants were similar to the 624 Design.

C. Invalidation of the 855 Design and the 650 Design

The judge found the 855 Design and the 650 Design to be obvious imitations of the 624 Design and hence, held that they were invalid and to be expunged from the Register of Industrial Designs.

The Defendants had filed appeals against the decision of the High Court judge and had obtained a stay of execution of the judgment of the High Court judge pending the disposal of the appeal. The Defendants' appeals were fixed to be heard together on 18th February 2013.

D. Appeals Allowed

The Court of Appeal has on 18th February 2013 allowed the respective appeals of *F&N Beverages Manufacturing Sdn Bhd, Fraser and Neave, Limited and F&N Dairies (Malaysia) Sdn Bhd*.

The decision of the Court of Appeal effectively means, among others, that :-

- (a) F&N Beverages Manufacturing Sdn Bhd and F&N Dairies (Malaysia) Sdn Bhd did not infringe Tropicana's 624 Design;
- (b) the 624 Design is declared invalid and revoked; and
- (c) Fraser and Neave, Limited's 855 Design is valid and enforceable.

Labour Law

Voluntary Separation Schemes

The Federal Court recently revisited the area of Voluntary Separation Schemes (VSS) in the case of *Zainon bt. Ahmad & 690 Ors v. Padi Beras Nasional Berhad* (Civil Appeal No: 02(-44-2011(B)).

In this case, following a restructuring exercise in 2003, Padi Beras Nasional (PBN) had invited applications from its employees to leave employment under a VSS. Successful applicants under this scheme stood to receive a highly lucrative VSS scheme package which included basic compensation of twenty five (25) to thirty (30) months basic salary, medical benefits for a period of one (1) year after termination and salary in lieu of notice and annual leave. The workmen in this case were all successful applicants under this VSS and duly received their compensation as per the VSS package.

However, in 2005 (nearly two years cessation of employment with PBN through the VSS), the workmen issued a letter to PBN demanding compensation for 'retirement benefits' allegedly due to them under Clause 5.5 of PBN's handbook.

The Federal Court was asked to decide whether rights that arise upon the termination of an employment contract are extinguished by a termination pursuant to a VSS, even when the VSS does not contain an express clause that extinguishes those rights, waives the rights of the entitled party or states that the VSS encapsulates the entirety of rights of all parties.

The Federal Court found that despite no express clause extinguishing the workmen's rights under the employment contract (or in this case PBN's handbook), the workmen were not entitled exercise any rights under the employment contract and therefore were not entitled to the 'retirement benefits' under Clause 5.5 of the handbook.

In coming to its conclusion, the Federal Court adopted the position taken in the Indian case of *AK Bindal & Anor v. Union of India & Anor* [2003] 2 LRI 837 where the Indian Supreme Court decided that "... the main purpose of paying this amount (under a VSS) is to bring about complete cessation to the jural relationship between employer and employee..."

Therefore the Federal Court found that a VSS is a separate and independent contract which is intended to mutually override and terminate the existing contract of employment and therefore, the two contracts do not co-exist. As such, under section 63 of the Contracts Act 1950 and as soon as a VSS is implemented, the original contract of employment is rescinded despite there being no express clause to that effect.

As a closing note, the Federal Court observed as follows:-

"To us, an employee who on his own will, accepts the benefits of the VSS, resigns, signs a full and final settlement and walks away cannot then turn around and ask for other benefits"

Articles

Capital Markets and Services (Amendment) Act 2012

By Patricia David Saini and Ivan Ho Yue Chan



Patricia David Saini



Ivan Ho Yue Chan

The Capital Markets and Services (Amendment) Act 2012 (the "Act") came into force on December 28, 2012 and amends the Capital Markets and Services Act 2007 (the "CMSA"). Subsidiary legislations were also enacted as a consequence of the amendments made to the CMSA by the Act. Such subsidiary legislations also came into force on December 28, 2012.

The Act, in amending the CMSA, inter alia:-

- (a) provides for a new framework distinguishing between listed and unlisted capital market products under which approval from the Securities Commission ("SC") is required for listed capital market products and authorization or recognition, as the case may be, is required in relation to unlisted capital market products;
- (b) introduces the concept of business trusts and the regulatory framework in relation thereto;
- (c) provides for the registration of persons providing capital market services; and

- (d) establishes the Capital Market Compensation Fund.

New Framework Distinguishing Between Listed and Unlisted Capital Market Products

Previously, the approval of the SC is required before any person may implement or carry out proposals involving, inter alia, listing of and offering or making available of securities, as set out in the repealed Section 212 of the CMSA. There are now two separate frameworks for the offering of listed and unlisted capital market products as they have different characteristics and degrees of risk.

A new term "capital market products" has been included which is defined to mean:-

- (a) securities;
- (b) derivatives;
- (c) a private retirement scheme;
- (d) a unit trust scheme;
- (e) any product or arrangement which is based on securities or derivatives, or any combination thereof; and
- (f) any other product which the Minister may prescribe as a capital market product.

In relation to proposals involving the listing of securities or acquisitions or disposal of assets resulting in a significant change in business direction or policy of a listed corporation or listed unit trust scheme, the SC's approval must be sought.

In relation to unlisted capital market products, a person who intends to make available, offer for subscription or purchase, or issue an invitation to subscribe for or purchase:-

- (a) Malaysian unlisted capital market products, must seek authorization from the SC; or
- (b) foreign securities or capital market products, must seek recognition by the SC; and must register with the SC, a disclosure document containing information and particulars as may be specified by the SC, which currently includes:-
 - (i) information that explains the key characteristics of the unlisted capital market product;
 - (ii) information that explains the nature of the obligations assumed by the parties dealing in the unlisted capital market product;
 - (iii) information that sets out the risks associated with the unlisted capital market product;
 - (iv) where relevant, information by the Shariah adviser on the basis and justification certifying the Shariah compliance of the unlisted Islamic capital market product; and

- (v) details of the essential terms of the unlisted capital market product.

Business Trusts

A new product known as a business trust has been introduced by the Act.

A business trust is a unit trust scheme which is managed and operated only by the trustee-manager who also manages the scheme's property or assets.

The trustee-manager:-

- (a) must be a corporation other than an exempt private company that is set-up solely for the purpose of managing and operating a business trust;
- (b) manages the business of the business trust and is also the trustee who holds the assets of the business trust on trust for the unit holders (or investors in the business trust); and
- (c) must hold a Capital Markets Services License ("CMSL") to carry on the business of fund management before managing a registered business trust.

The Act, in amending the CMSA, provides for the requirement for:-

- (a) registration of a Malaysian business trust with the Securities Commission ("SC"); and
- (b) recognition of a foreign business trust by the SC;

before the establishment or operation of a business trust or the units in a business trust being offered or made available.

Registration Requirement of Persons Providing Capital Market Services

The Act also introduces new registration requirements in relation to persons providing capital market services i.e. services specified by the SC under Section 76A of the CMSA. The SC has not to date specified any service under that section.

Capital Market Compensation Fund ("CMC")

By virtue of the Act, the compensation fund and the fidelity fund established under the CMSA have been transferred to a consolidated CMC established by CMSA as amended by the Act. A CMC Corporation (the "Corporation") which shall administer the CMC have also been established thereby. The CMC provides an avenue for individual investors to make a claim in the event a CMSL holder fails to pay amounts owing to its investors.

An individual investor who has invested in a fund management company, a unit trust management company and a Private Retirement Scheme provider may make a claim under the CMC. The maximum amount of such claim and the accompanying procedures has yet to be set by the SC.

SC's Guidelines

On December 28, 2012, the following guidelines have also been amended or released, as the case may be, by the SC to provide guidance in relation to the amendments made to the CMSA:-

- (a) Business Trusts Guidelines;
- (b) Guidelines on Sales Practices of Unlisted Capital Market Products;
- (c) Guidelines on Unlisted Capital Market Products: Structured Products and Unit Trust Schemes
- (d) Guidelines on Disclosure Documents
- (e) Guidelines on Private Debt Securities
- (f) Guidelines on Sukuk
- (g) Guidelines on Real Estate Investment Trusts
- (h) Prospectus Guidelines
- (i) Licensing Handbook

It is anticipated that more updates/guidelines will be released by the SC in due course.

Recent developments in licensing laws and their impact on IP owners

By Michael Soo, Lee Lin Lee and Aretha Wan Kah Ling



Michael Soo



Lee Lin Li



Aretha Wan Kah Ling

This article examines recent developments in licensing laws and their potential impact on business and IP rights owners and licensees in the context of trademark law.

One of the challenges faced by a trademark owner in a licensing arrangement is how to ensure that use of its trademark by the licensee does not deceive the trade and the public into thinking that the goods or services originate from a source other than the rights holder. A related issue posed by trademark licensing is a rights holder's loss of control and supervision of the quality of the goods and services provided by the licensee, leading ultimately to the registered trademark being expunged from the Trademarks register.

Recently, two significant issues relating to licensing in Malaysia were considered by the Court of Appeal and the Federal Court in Malaysia:

-which party benefits from the goodwill and reputation generated through use of a trademark by a licensee; and

- whether a licensee has an independent right to sue for trademark infringement and passing off.

Licensees are parties granted the right to use a trademark. Licensees who are not listed as registered users are not entitled to institute an action for trademark infringement. However, it is debatable whether licensees are entitled to share the reputation and/or goodwill generated through use of a trademark. In *Lam Soon (M) Bhd v Forward Supreme Sdn Bhd* ([2001] 6 MLJ 651) a High Court held that reputation and goodwill generated from use of a trademark by a licensee will ultimately benefit the licensor.

In *Lam Soon*, the Plaintiff applied for an interlocutory injunction to restrain the Defendant from using the LAM SOON KNIFE label trademark based on passing off and copyright infringement. The Plaintiff's claim in passing off was based on the goodwill that it had generated and the artistic work in relation to the LAM SOON KNIFE label; its copyright claim was based on the ownership of the LAM SOON KNIFE label by Lam Soon Oil and Soap

Manufacturing Sdn Bhd, which had been assigned to the Plaintiff by virtue of a deed dated February 12 2001. The Defendant contended that it was entitled to use a label containing the same features. Further, the registered trademark belonged to an individual, Whang Tar Choung who was a director and shareholder of the Plaintiff. The Defendant contended that Whang had managed, owned and/or controlled the Plaintiff for a long time and had also licensed the use of the knife device to the Plaintiff.

The Court held that since the Plaintiff was merely using the LAM SOON KNIFE label under licence or with Whang's permission, the licensee cannot take advantage of its acts conducted during the tenure of the licence to the detriment of the licensor, therefore the goodwill generated by the Plaintiff in relation to its use accrued for Whang's benefit. The Court also held that the Plaintiff had not acquired independent goodwill in its business conducted under the knife device trademark. Thus, there was no misrepresentation to the public by virtue of the Defendant's use of the trademark and its accompanying backdrop. Similarly, the Plaintiff could not establish that its goodwill had been harmed or misappropriated by the Defendant. Therefore, the Court concluded that there had been no passing off, and consequently dismissed the Plaintiff's application for interlocutory application.

Shortly after *Lam Soon*, in an unreported decision (*Re: Syarikat Salmi Hj Tamin Sdn Bhd* [2002] 1 LNS 372), the High Court held that both the registered owner and the registered users of a trademark shared the goodwill of the business.

The Plaintiff manufactured and distributed a variety of foodstuffs, including sauces, vermicelli and syrups, under the trademark TAMIN. The mark was first used by Hj Mohd Tamin bin Wahi in 1951. In 1991 he assigned the mark to his daughter, Sharifah bt Hj Mohd Tamin. On March 1 1993 she granted a licence to use the TAMIN mark to the Plaintiffs, Syarikat Salmi Hj Tamin Sdn Bhd and Syarikat Zamani Haji Tamin Sdn Bhd. The Plaintiffs were entered into the Trademarks Register as the registered users of the TAMIN mark under the Trade Marks Act 1976.

The Defendants manufactured base syrups, flavourings and cordials using the mark TAMIN. The Plaintiff filed legal proceedings against the Defendants in the High Court, claiming that the Defendants' use of the mark on its goods amounted to passing off. The Plaintiffs sought an injunction to restrain the Defendants from using the mark. The Defendants counterclaimed against the Plaintiffs for slander to title of the Defendant's goods by the Plaintiff's act of lodging complaints with the enforcement division of the Ministry of Domestic Trade and Consumer Affairs. The High Court allowed the Plaintiff's claim and dismissed the Defendant's counterclaim.

The Defendants subsequently appealed to the Court of Appeal. One of the grounds of appeal was that the High Court had been wrong in holding that although Ms. Tamin was the registered owner of the mark, this fact did not affect the common law rights belonging to the Plaintiffs. The High Court held that the Plaintiffs had common law rights, as they shared the benefit of the reputation and goodwill generated through extensive use of the TAMIN mark with Ms. Tamin, the registered owner.

The High Court relied on Section 82(2) of the Trademarks Act, which provides that nothing in the act shall be deemed to affect the right of action against any party for passing off goods or services as those of another party or the remedies in respect thereof.

The Court of Appeal agreed with the High Court and said that the basis for the Plaintiffs' claim against the Defendants was in passing off where the property that is protected is the goodwill of the business. The Court of Appeal agreed that the Plaintiffs, as registered users, shared the benefit of the reputation and goodwill of the business and therefore had the locus standi to sue the Defendants.

Ms. Tamin, the registered owner of the TAMIN mark, was not a party to either set of proceedings. The Court of Appeal upheld the legal proposition laid down by the High Court that registered users and licensees are entitled to share the benefit of the reputation and goodwill of the business. Accordingly, licensees may sue in their own name in passing off without joining the trademark owner.

The parties did not cite Section 51(1) of the Act, which provides that subject to any agreement subsisting between the registered user and the registered owner, the registered user is entitled to call on the registered owner to institute infringement proceedings and, if the registered owner refuses or neglects to do so within two months, the registered user may institute proceedings for infringement in its own name and should join the registered owner as a Defendant.

In *LB (Lian Bee) Confectionery Sdn Bhd v QAF Ltd* ([2002] 4 MLJ 20) the Federal Court held that the effective date of use of a trademark by a licensee could pre-date the date of registration of the licensee as a registered user. In this case, the licensee was not a party to the proceedings.

The Appellant in this case has made and sold a variety of foodstuffs, including cream-filled buns, under the SQUIGGLES mark since November 2007. The Respondent is

a publicly listed company in Singapore and was conducting business as a manufacturer and seller of bakery good products. The Respondent registered the trademark SQUIGGLES in August 2004 in respect of its cream-filled buns. The Respondent also owned a subsidiary company, Gardenia Bakeries (KL) Sdn Bhd, to which it granted the rights to use Respondent's trademark, including the SQUIGGLES mark, via a licensing agreement. Gardenia commenced use of the mark in 2003 on signing of the licensing agreement, although it applied to be registered as a user only in April 2008, and was recorded as a registered user on April 8 2008.

The parties filed two applications before the High Court:

- .the Appellant applied to expunge the Respondent's registered trademark SQUIGGLES on the ground that there had been no use in good faith of the mark under Section 46(1)(b) of the Act; and

- . the Respondent applied for trade description order under Section 16(1) of the Trade Description Act 1972 in respect of use of the mark SQUIGGLES by the Appellant.

The High Court granted the Respondent's application for a trade description order and dismissed the Appellant's application to expunge the trademark.

The Federal Court upheld the findings of the High Court that use by the Respondent's licensee Gardenia was equivalent to use by the Respondent even though Gardenia was not registered as a registered user under Section 48(1) of the Act before 2008.

The Federal Court held that the Act must be applied purposefully and meaningfully and meet commercial realities and objectives. It cannot be right that 'registered user' status, including the recognized period of use, could take effect only on the date of registration of the user. Accordingly, the Federal Court rejected the Appellant's contention that the effective date of Gardenia's use of the Respondent's trademark as a registered user is the date of its registration as user and not a date prior to that. The Federal Court held that the registration of a registered user commences not from the date of registration as registered user, but from the commencement date of the licence.

The cases discussed here have strengthened the position and rights of licensees in Malaysia. It is not mandatory to register a licensee as a registered user of the trademark. However, in light of recent developments, it would be prudent for trademark owners which have granted licences to take proactive steps in order to secure their rights by ensuring that their licensees are registered as registered users. It would also be prudent to include a term in the licence agreement that legal proceedings could be instituted only by the licensor or by the licensee with the consent of the licensor, regardless of whether the licensee has been registered as a registered user. This would ensure that the trademark owner has the final say on commencement and conduct of infringement proceedings.



ANNUAL DINNER & DANCE 2012 by Cilia Chong

Shook Lin & Bok’s Annual Dinner & Dance 2012 (“AD&D 2012”) was greeted with nothing short of exuberance and we were treated to a night of glam and glimmer at DoubleTree by Hilton Kuala Lumpur.

The theme was “Red Carpet”. Perfect. For the long awaited chance to dig out that too-shimmery elaborate evening gown stashed deep in the closet and that perfectly tailored body hugging tux which would make even James Bond green with envy.

To kick-off, recently retired Managing Partner, Mr. Too Hing Yeap heartily welcomed guests from Shook Lin & Bok LLP, Singapore. Our guest of honour was Chan Sek Keong, former Chief Justice of Singapore and former Partner of the firm.

“Bu Bu Cha Cha” was no conventional appetizer when our Goh Siu Lin and dance partner charmed the crowd with their vigorous cha cha twists and lethal kicks. Performance by the combo of “The Usual Suspects” and “SLB Song Birds” whet our appetites that evening while the staff performance by the group “Pussycat Dolls” had us hungry for more with its sultry swirls and Bollywood-style shoulder action.

Associates did not fall far behind entertaining the crowd with an unorthodox “Guide to Surviving Practice in Shook Lin & Bok” which struck the hearts of many. Director, Darmain V.S., paid tribute to the practitioners and said “some [of the clips] were based on real experiences, some potential experiences but they were exaggerated to induce comedy – but don’t take it lightly”.

All good things unfortunately had to come to an end. But we sure did it with style.

SPECIAL FEATURE: INTERVIEW WITH THE BEST DRESSED FOR THE AD&D 2012 by Low Yen May

Q. :Congratulations to the both of you for winning the coveted title of Best Dressed at the AD&D 2012. Please explain your outfit at the AD&D 2012?

Ganasen : I wore my usual office pant, a blue shirt, a black coat, a matching butterfly trinket, a black hat, a pair of spectacles, 2 tiny led lights, a magician wand and a pipe. A friend of mine drew a temporary tattoo for me on my left arm and I had bleached my moustache and beard to white. I spent RM50 for the whole outfit. I made the magician wand out of recycled material so it was absolutely free. I must thank my wife for her brilliant idea.

Q. :That is very interesting. Estee, your red toga dress is really beautiful, it must have cost a bomb?

Estee : Well, in fact, the cost of my outfit was minimal as the dress was my sister’s.

Q. :Did you both expect that you would win the title for best dressed?

Ganasen : It was definitely unexpected. I think that was my lucky day.

Estee : Not at all, I was never a prom queen during my schooling days.

Q. :Ganasen, what theme are you hoping for the next AD&D?

Ganasen : I hope the next theme would be Arabian Night. We have not had this theme before. I think dressing up for this theme would be interesting.

Q. :If I say “Superhero”, what will you dress as?

Estee : Catwoman but I wonder if I would be able to fit into a latex suit.

Ganasen : Batman, of course!

Q. :Did you hear the news that a mystery man walked into a police station in London dressed as Batman to hand over an alleged criminal and then promptly vanished into the night.

Ganasen : [laughed uncontrollably]

Q. :Thank you for your time Ganasen and Estee!



10 INTERESTING FACTS ABOUT THE AD&D 2012

by April Khor & Cheah Faan Jin

1.



The Honourable third Chief Justice of Singapore and former partner of the firm Chan Sek Keong, graced our red carpet that evening.

3.



The Partners Strike Back with their proud trophy from the badminton matches against the staff, pupils and associates!

2.



The beautiful and energetic performance by our talented Goh Siu Lin and her dance partner, Darren (Bu Bu Cha Cha).

We had a short chat with Ms. Goh and found out that she only took 5 dance lessons to learn her routine. She also told us that she used to compete in dance competitions and had represented her university dance team when she was furthering her studies in the United Kingdom.

4.



Our firm's own celebrities, The Usual Suspects, entertained us with "Buses and Train" by Bachelor Girl and the crowd sang along to "Don't Look Back in Anger" by Oasis.

5.



"Don't Cha" wish your staff was hot like us? A dance performance to the song "Don't Cha" by our versatile staff who convinced us that age is irrelevant when it comes to being sexy. Or hot, like how the Pussycat Dolls put it.

6.



...and the luckiest winner of the night is *drum roll* Ms. Rathichandriga! She swept away the most coveted lucky draw 1st prize of the night. She is probably enjoying her HD television smiling away while you are reading this.

7.



We definitely need not report to the fashion police about Mary Lucy Nunis of 75 years of age as she won the title for "Most Fashionable Employee"!

8.



It was Mr Too Hing Yeap's last Annual Dinner and Dance as the Managing Partner.

9.



The Pupils amazed us with their talents when they sang a parody of "Sugar Sugar" and "Will You Still Love Me Tomorrow".

10.



Darmain V.S. aspired to be a movie director since he was born. He whittles everyday for his unrecognized talents – his dream finally came true.



PARTNERS

Dato' Dr Cyrus V Das Ext 217
cydas@shooklin.com.my

Porres P Royan Ext 212
pproyan@shooklin.com.my

Lai Wing Yong Ext 213
wylai@shooklin.com.my

Patricia David Saini Ext 288
patdavid@shooklin.com.my

Nagarajah Muttiah Ext 216
naga@shooklin.com.my

Michael CM Soo Ext 370
michaelsoo@shooklin.com.my

Romesh Abraham Ext 241
romesh@shooklin.com.my

Jalalullail Othman Ext 204
jal@shooklin.com.my

Yoong Sin Min Ext 242
smyoong@shooklin.com.my

Khong Mei Lin Ext 221
meilinkhong@shooklin.com.my

Steven Thiruneelakandan Ext 236
stevent@shooklin.com.my

Ivan Ho Yue Chan Ext 225
ivanycho@shooklin.com.my

Adrian Hii Muo Teck Ext 255
adrianhii@shooklin.com.my

Goh Siu Lin Ext 206
siulin@shooklin.com.my

Hoh Kiat Ching Ext 208
kchoh@shooklin.com.my

Lam Ko Luen Ext 243
koluen@shooklin.com.my

Sudharsanan Thillainathan Ext 227
sudhar@shooklin.com.my

Chan Kok Keong Ext 237
kkchan@shooklin.com.my

Tharmy Ramalingam Ext 233
tharmy@shooklin.com.my

Tan Gian Chung Ext 367
gctan@shooklin.com.my

Lau Kee Sern Ext 223
kslau@shooklin.com.my

Lee Lin Li Ext 240
linli@shooklin.com.my

Ng King Hoe Ext 403
khng@shooklin.com.my

Janice Anne Sevanathan Ext 369
janiceanne@shooklin.com.my

Ng Hooi Huang Ext 376
nghh@shooklin.com.my

David Dinesh Mathew Ext 332
davidmathew@shooklin.com.my

Poh Choo Hoe Ext 207
choohoe@shooklin.com.my

PRACTICE AREAS & PARTNERS

CORPORATE

Patricia David Saini
Ivan Ho Yue Chan
Lai Wing Yong
Jalalullail Othman
Khong Mei Lin
Hoh Kiat Ching
Ng King Hoe

BANKING & FINANCE

Lai Wing Yong
Jalalullail Othman
Patricia David Saini
Khong Mei Lin
Ivan Ho Yue Chan
Hoh Kiat Ching
Ng King Hoe

REAL ESTATE, COMMERCIAL & CONVEYANCING

Lai Wing Yong
Jalalullail Othman
Patricia David Saini
Khong Mei Lin
Ivan Ho Yue Chan
Hoh Kiat Ching
Ng King Hoe

INSURANCE

Porres P Royan
Nagarajah Muttiah
Dato' Dr Cyrus V Das
Romesh Abraham
Sudharsanan Thillainathan

BANKING & FINANCE LITIGATION

Yoong Sin Min
Porres P Royan
Adrian Hii Muo Teck
Goh Siu Lin
Chan Kok Keong
Tharmy Ramalingam
Tan Gian Chung
Lau Kee Sern
Ng Hooi Huang
Poh Choo Hoe

ISLAMIC FINANCE

Jalalullail Othman
Lai Wing Yong
Patricia David Saini
Khong Mei Lin
Ivan Ho Yue Chan
Hoh Kiat Ching
Ng King Hoe

INTERNATIONAL & DOMESTIC ARBITRATION

Nagarajah Muttiah
Lam Ko Luen
Dato' Dr Cyrus V Das
Romesh Abraham
Sudharsanan Thillainathan

GENERAL & CIVIL LITIGATION

Dato' Dr Cyrus V Das
Porres P Royan
Nagarajah Muttiah

Romesh Abraham
Steven Thiruneelakandan
Adrian Hii Muo Teck
Goh Siu Lin
Lam Ko Luen
Sudharsanan Thillainathan
Tharmy Ramalingam
Lau Kee Sern
Janice Anne Selvanathan
David Dinesh Mathew

INTELLECTUAL PROPERTY, INFORMATION TECHNOLOGY & LICENSING

Michael CM Soo
Porres P Royan
Lee Lin Li
Ng Kim Poh

FAMILY, PROBATE & TRUSTS

Steven Thiruneelakandan
Goh Siu Lin
Dato' Dr Cyrus V Das

LABOUR & INDUSTRIAL DISPUTE

Romesh Abraham
Steven Thiruneelakandan
Dato' Dr Cyrus V Das
Janice Anne Selvanathan
David Dinesh Mathew

TAX & REVENUE

Porres P Royan
Sudharsanan Thillainathan
Dato' Dr Cyrus V Das

COMPANY SECRETARIAL SERVICES

Patricia David Saini

EDITORIAL BOARD

Head: Steven Thiruneelakandan

Ivan Ho Yue Chan
Adrian Hii Muo Teck
Goh Siu Lin
Hoh Kiat Ching
Tharmy Ramalingam
Tan Gian Chung
Ng Kim Poh
David Dinesh Mathew

The newsletter is also available on our website.

The contents of this publication are of a general nature and not intended as legal advice. For any specific legal advice, please contact the partners.

© Shook Lin & Bok
All rights reserved

Shook Lin & Bok

20th Floor, AmBank Group Building
55, Jalan Raja Chulan
50200 Kuala Lumpur, Malaysia

Tel: (603) 20311788

Fax: (603) 20311775/8/9

website: www.shooklin.com.my
email: general@shooklin.com.my