

# RELEVAN



## IN THIS ISSUE

>>>>>

02

### Article //

Singapore Convention on Mediation: Towards a New Dawn in Resolving Disputes

07

Relax, Recharge, Reflect

04

### Keeping Up To Date //

The Four Corners

09

Young Lawyers' Corner

06

### Report //

Taste of the Bar: VIII Edition

10

### Article //

MyCC: A Tiger on the Prowl

# .Content



pg  
02

**Article //**  
Singapore Convention on  
Mediation: Towards a New Dawn  
in Resolving Disputes

pg  
04

**Keeping Up To Date //**  
The Four Corners

pg  
06

**Report //**  
Taste of the Bar:  
VIII Edition

pg  
07

Relax  
Recharge  
Reflect

pg  
09

Young  
Lawyers'  
Corner

pg  
10

**Article //**  
MyCC: A Tiger on the Prowl



# THE SINGAPORE CONVENTION ON MEDIATION: TOWARDS A NEW DAWN IN RESOLVING DISPUTES AND A CHANGE IN MALAYSIA'S REGULATORY FRAMEWORK FOR MEDIATION?



// *By Tan Hui Wen*

In 2019, we saw key events in the field of alternative dispute resolution taking place across the causeway. Notably, on 7 August 2019, 46 States, including Malaysia, the United States and China, signed the Singapore Convention on Mediation (or the United Nations Convention on International Settlement Agreements Resulting from Mediation) ("the Convention") at its official signing ceremony in Singapore.

## **Why was the Convention introduced?**

Mediation is a process where parties attempt to reach an amicable settlement of their dispute with the assistance of a neutral third person or persons, known as the mediator(s). Mediation fundamentally differs from litigation and arbitration in this way – the mediator lacks authority to impose a binding solution or order upon the parties; the mediator essentially facilitates communications between parties for the parties themselves to work towards a mutually beneficial solution. Often, parties would enter into written agreements to record the settlement achieved through mediation.

However, where one party breaches the mediated settlement agreement, the other party can generally only enforce the agreement by obtaining a court judgment or an arbitral award. Where parties originate from different economic and legal systems, the absence of a uniform framework for the enforcement of mediated settlement agreements in different jurisdictions has been regarded as a further obstacle for parties to efficiently and effectively enforce these agreements.

Spurred by the need to address this gap in international commercial dispute resolution, and in recognition of the value of mediation for parties in international trade, the General Assembly of the United Nations passed a resolution on 25 December 2018 to adopt the Convention.

## **What is the scope of application?**

The Convention applies where:

- There is a written agreement resulting from mediation by parties to resolve a commercial dispute ("settlement agreement"); and
- The said settlement agreement is international in nature at the time of its conclusion (Article 1(1)).

For purposes of the Convention, a settlement agreement is 'international' if one of the following factors is fulfilled:

- At least two parties to the settlement have their places of business or habitual residences in different States (Article 1(1)(a) & Article 2(1)(a)); or
- The State in which the parties to the settlement agreement have their places of business is different from either (i) the State in which a substantial part of the obligations under the settlement agreement is performed, or (ii) the State with which the subject matter of the settlement agreement is most closely connected (Article 1(1)(b)).

The Singapore Convention on Mediation does not apply to the following agreements:

- Settlement agreements concluded to resolve disputes arising from transactions by one of the parties (such as a consumer), for personal, family or household purposes (Article 1(2)(a));
- Settlement agreements relating to family, inheritance or employment law (Article 1(2)(b));

- Settlement agreements that have been approved by a court or concluded in the course of proceedings before a court, and enforceable as judgment in the State of that court (Article 1(3)(a));
- Settlement agreements that have been recorded and are enforceable as an arbitral award (Article 1(3)(b)).

### **What are the conditions for enforcement?**

Essentially, the Contracting States to the Convention must enforce and give effect to the mediated settlement agreements in accordance with its rules of procedure and under the conditions laid down in the Convention (Article 3(1)).

The Convention requires a party relying on a settlement agreement to supply to the competent authority (e.g. the courts) of the Contracting State where relief is sought:

- The settlement agreement signed by the parties (Article 4(1)(a)); and
- Evidence that the settlement agreement resulted from mediation (Article 4(1)(b)).

### **How can enforcement be refused?**

Enforcement of the mediated settlement agreements can be refused if exceptions are fulfilled. The competent authority (e.g. the courts) may refuse to grant relief if proof is furnished by one party on any of the following grounds:

- A party to the settlement agreement was under some incapacity (Article 5(1)(a)); or
- The settlement agreement is null and void, inoperative or incapable of being performed under the law agreed by parties, or if there is a failure of such indication of choice of law, under the law deemed applicable by the competent authority (e.g. courts) (Article 5(1)(b)(i)); or
- The settlement agreement is not binding, or is not final, according to its terms, or has been subsequently modified (Article 5(1)(b)(ii), (iii)); or
- The obligations in the settlement agreement have been performed, or are unclear or incomprehensible (Article 5(1)(c)); or
- The granting of the relief would be contrary to the terms of the settlement agreement (Article 5(1)(d)); or
- There was a serious breach by the mediator of standards applicable to the mediator or mediation without which breach that party would not have entered into the settlement agreement (Article 5(1)(e)); or
- There was a failure by the mediator to disclose to the parties circumstances that raise justifiable doubts as to the mediator's impartiality or independence, and such failure to disclose had a material impact or undue influence on a party without which failure that party would not have entered into the settlement agreement (Article 5(1)(f)).

In addition, the competent authority (e.g. the courts) may refuse to grant relief if it finds that:

- The granting of relief would be contrary to public policy (Article 5(2)(a)); or
- The subject matter of the dispute is not capable of settlement by mediation under domestic law (Article 5(2)(b)).

### **How would the Convention impact other forms of alternative dispute resolution?**

Notwithstanding the Convention's potential in shaping the field of alternative dispute resolution, international commercial parties may still prefer to refer disputes to arbitration due to the cross-border enforceability of an arbitral award. There are currently fewer Contracting States to the Singapore Convention of Mediation compared to the New York Convention (or the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958), which, in contrast, has been signed by 161 countries. Although 5 more States have signed the Singapore Convention on Mediation in September 2019, the United Kingdom, Australia and the European Union have yet to sign the Convention. None of the 51 Contracting States, including Malaysia, have ratified the Convention to-date. The Convention would only enter into force 6 months after 3 States have acceded or ratified the Convention.

### **Where do we go from here?**

At present, our Malaysian Mediation Act 2012 only provides for the recording of settlement agreements before the court as a consent judgment or judgment of the court if proceedings have already been commenced in court. Our general rules of court procedure, the Rules of Court 2012, only provide for the recognition and enforcement of court judgments and arbitral awards, but not mediated settlement agreements.

Malaysia's signing of the Convention can be seized as a timely opportunity for change in the regulatory framework on mediation in Malaysia, which could include the following measures:

- The introduction of a procedure for the recognition and enforcement of mediated settlement agreements arising from both domestic and international disputes where parties have not commenced an action in court;
- The standardisation of competency requirements and minimum qualifications for mediators;
- The standardisation of codes of conduct and ethics for mediators.

While it remains to be seen whether the Singapore Convention on Mediation would be as significant as the New York Convention, the Singapore Convention on Mediation paves the way for the use and growth of mediation in international commercial dispute resolution.

# Keeping Up To Date: The Four Corners

// Credit to Sharifah Alliana Idd

## → THE CIVIL CORNER

JACK-IN PILE (M) SDN BHD v. BAUER (MALAYSIA) SDN BHD [2019] 1 LNS 1566 (FC)

### **Background:**

By way of a letter of award dated 16 March 2011 ("LOA"), Bauer appointed Jack-In Pile ("JIP") as its subcontractor for a project in Gombak. The LOA contained a clause which stipulated payments to JIP shall only be made within 7 days from the date Bauer received their related progress payments from the employer of this project namely ITD-Vertex Consortium Sdn Bhd. Payment disputes then arose and JIP initiated adjudication proceedings pursuant to the Construction Industry Payment and Adjudication Act 2012 ("CIPAA").

### **Issue:**

Whether CIPAA applies to construction contracts entered into before the coming into force of this Act i.e. 15 April 2014.

### **Decision:**

The Federal Court dismissed the appeal and held that in the absence of any express intention by Parliament that CIPAA is to be applied retrospectively, CIPAA can only be applied prospectively. As a corollary, the entire adjudication proceeding including the adjudication decision was rendered void.

## → THE CRIMINAL CORNER

JUSNINAWATI ABDUL GHANI v. PP [2019] 1 LNS 1563 (FC)

### **Background:**

The appellant was a policewoman with the rank of corporal who was allegedly drawn to the conflict in Syria and had networking ties with IS militants. Sometime in 2015, she was informed by an acquaintance, Nor Azimah, of her impending marriage to one Abdul Ghani and their travel plans to Syria to join the IS which was a terrorist related offence punishable under section 130JA of the Penal Code. The appellant had also met with Abdul Ghani, which was arranged by Nor Azimah, during which time Abdul Ghani informed her of his plans to take Nor Azimah to Syria. However, the appellant failed to report the information to her superior officers as she regarded this as "empty talk". At the conclusion of the trial, the High Court found that, being a trained police personnel, she had no excuse not to report the information and consequently convicted her and sentenced her to 7-years imprisonment.

### **Issue:**

Whether the appellant was legally bound to furnish the information concerned.

### **Decision:**

The five-member bench chaired by Federal Court Judge Alizatul Khair Osman Khairuddin acquitted and discharged the appellant. The Federal Court found that the alleged offence occurred prior to the amendment of section 13(1)(a) of the CPC which only required the public to give information of certain matters as specifically set out therein. It was concluded that there was "no evidence on record to show that the appellant was directed to gather intelligence on terrorist related activities and to transmit the same to her superiors. In our considered view, the appellant was charged and convicted of an offence not known to law".

## →THE MATRIMONIAL CORNER

LCY v. TWY [2019] 7 CLJ 158 (CA)

### **Background:**

This was an appeal by the appellant/petitioner husband ('PH') against part of the order of the Judicial Commissioner ('JC') on a divorce petition filed by PH against the respondent wife ('RW'), seeking, inter alia, a dissolution of the marriage, custody of children (LYR and LXJ) and distribution of matrimonial assets. Among the issues raised were RW's unilateral conversion of LYR and LXJ to Islam and repeated stabbing of PH by RW with a metal fork in front of the children.

### **Issue:**

Whether domestic violence in front of children a relevant consideration, among others, in determining custody.

### **Decision:**

Domestic violence is a relevant consideration in determining whether custody ought to be granted to a parent, as undeniably, the abuse of a spouse in front of the children was harmful to the emotional well-being of the children. A parent who abuses the former spouse in front of the children, or manifests an uncontrollable temper or a capacity to hurt the former spouse or the children, may see his or her petition for custody refused by the court.

## →THE IP CORNER

MERCK SHARP & DOHME GROUP & ANOR v. HOVID BHD [2019] 9 CLJ 1 (FC)

### **Background:**

In 2016, Merck Sharp & Dohme Corp and its local licensee ("Merck Corp") commenced an action against Hovid Berhad ("Hovid") for patent infringement pursuant to Hovid's use of alendronate 70mg tablets. The claim relied on by Merck Corp included the independent claim 1 and several of its independent claims.

### **Issue:**

Whether dependent claims will automatically fail if an independent claim in an adjudication process is deemed to be invalid.

### **Decision:**

The Federal Court, in a landmark ruling, departed from its earlier decision in SKB Shutters Manufacturing Sdn Bhd v. Seng Kong Shutter Industries Sdn Bhd & Anor [2015] 9 CLJ 405, and found that when an independent claim in an adjudication process is deemed to be invalid, it does not necessarily follow that all dependent claims which make reference to such independent claim will automatically fail. The invalidity notwithstanding, the trial court is still duty bound to consider the validity of dependent claims based on the merits of the respective claims.



# TASTE OF THE BAR: VIII EDITION

// By Teh Xin Yi

The Taste of the Bar is a dining session organised by the KLBC Pupils Committee in emulation of the dining sessions of the English Inns of Courts. It presents an opportunity for young lawyers, pupils, and law students to meet and talk with senior members of the Bar and retired judges, to get an insight into the working life of a lawyer from their perspective.

I was fortunate to be able to attend the Taste of the Bar: VIII Edition, which was held on 3 August 2019 at the Grand Ballroom of the Royal Selangor Club. The event was graced by the presence of three retired judges, Dato' Mah Weng Kwai, Datuk John Louis O'Hara, and Dato' Seri Mohd Hishamudin Yunus.

Over a three-course dinner, the retired Judges gave the attendees words of advice and encouragement. The first to speak was Dato' Mah Weng Kwai, who addressed the decorum that is required of lawyers in court, particularly when making oral submissions. He exhorted that lawyers would fare better if the submissions were made with a smile and with a bit of humour as after all, judges are humans too and would tire of looking at sour faces on a Monday morning ahead of a long week of work. However, Dato' Mah cautioned that counsel should always be polite, and charges for contempt of court should be a matter only seen in the textbooks.

Dato' Mah also spoke about the importance of not burning out. As lawyers are famed for working very long hours, Dato' Mah advised young lawyers and pupils to have a hobby which is not law-related so as to have something to look forward to on weekends. Dato' Mah shared that his hobby is goat rearing. According to him, he has a farm in Rawang where he rears over 20 goats.

After a brief interval during which diners had a sumptuous main course, Datuk John Louis O'Hara took the stage. His speech centered on appropriate attire in the courtroom and reminded all those present that judges have eyes and ears in the interpreters and other court staff. Datuk John also shared his own experience as a former Deputy Public Prosecutor appearing before judges who are set in their ways. He advised pupils and young lawyers to 'always know your judges' and to conduct matters as required by the presiding judge.

Last but not least, Dato' Seri Mohd Hishamudin Yunus spoke before the conclusion of the dinner. He extolled the importance of integrity and the duty of lawyers to clients and courts alike. Lawyers must always ensure that the right of their clients to a fair hearing be upheld and care must be taken to avoid any dishonest actions.



Dato' Seri Mohd Hishamudin Yunus spoke also of the corruption which is 'endemic' in the country now. He asked of those who will become judges in the future to always remember and uphold the Rule of Law, the supremacy of the constitution and the doctrine of the separation of powers. Judges, he reminded all present, must judge without fear or favour. Their salaries come from the public coffers and they must ensure that the right of the public is upheld. Judgments and dissenting judgments must be given in accordance with the spirit of the law.

In between the speeches and dinner courses, young lawyers and pupils were free to converse and seek advice from the senior members of the Bar. I was seated with Mr. Saha Deva of Saha & Associates together with three other young lawyers and pupils.

Talking about his own experience as a member of the Bar, Mr. Saha encouraged young lawyers and pupils to join the committees in the Bar Council and the respective State Bars. He advised young lawyers and pupils to be more active in the various committees as they will be rich and fulfilling experiences.

The dinner drew to an end around 10.30 pm, but attendees were free to continue and did continue to mingle and talk. It was a good experience for young lawyers and pupils. The atmosphere was light and cheerful, the attendees were all in good spirits. The senior members of the Bar were accommodating and willing to impart advice while the young lawyers and pupils get the opportunity to pose questions which they might not have done in any other forum.



The senior members of the Bar's comments and answers about the life of a lawyer have indeed given us a taste of the Bar.

# 1 RELAX

I showed the damaged remains of my luggage to my lawyer and said: "***I want to sue the airline.***"

"***You don't have much of a case,***" he replied.

< Source: [https://www.boredpanda.com/funny-lawyer-jokes/?utm\\_source=google&utm\\_medium=organic&utm\\_campaign=organic](https://www.boredpanda.com/funny-lawyer-jokes/?utm_source=google&utm_medium=organic&utm_campaign=organic) >

- 1) Lawyer : *Objection!!*  
Court : *Basis?*  
Lawyer : *My great and unmatched wisdom*
- 2) Court : *Do you have an objection counsel?*  
Lawyer : *I reject the premise of your question Your Honour, I have MANY objections.*
- 3) Court : *Relevance?*  
Lawyer : *I'm curious.*
- 4) Lawyer : *My Lord, may I have some time to decode and decipher my notes?*

< Source: <https://twitter.com/lawyerthoughts> >

For example:

**Rule 15:** An advocate and solicitor shall maintain a respectful attitude towards the Court.

**Rule 17:** An advocate and solicitor shall not practice any deception on the Court.

**Rule 18:** The conduct of an advocate and solicitor before the Court and in relation to other advocates and solicitors shall be characterised by candour, courtesy and fairness.

## FAIRNESS TO BOTH LOCAL AND FOREIGN DIGITAL SERVICE PROVIDER

The Government of Malaysia will impose a digital service tax of 6% on foreign digital service providers with effect from 1 January 2020, with the annual threshold being set at RM500,000, according to the Malaysian Deputy Finance Minister, Datuk Amiruddin Hamzah.

The digital tax regime was announced after the tabling of the Service Tax (Amendment) Bill 2019 ("Amendment Bill") on 8 April 2019, which was subsequently amended and passed by the lower house of the Malaysian Parliament. Upon the Amendment Bill being passed by the upper house of Parliament and receiving the royal assent, foreign digital service providers such as Spotify and Netflix will be taxed commencing 1 January 2020.

# 2 RECHARGE

## OBLIGATIONS OF A COUNSEL TO COURT AND CLIENT

A solicitor has a professional obligation to observe the standard of conduct required of members of his profession, particularly to conform to the Legal Profession Act 1976 ('the Act') and the Legal Profession (Practice and Etiquette) Rules 1978 ('the Rules'). Under s 77 of the Act, the Bar Council may, with the approval of the Attorney General, make rules for regulating the professional practice, etiquette, conduct and discipline of advocates and solicitors.



# 3 REFLECT

## **Founding Father of Legal Aid**



**Cecil Rajendra**, 'The Founding Father of Legal Aid', also a well known Poet-Lawyer, honoured with the Malaysian Bar's Lifetime Achievement Award 2019, has also been announced as the winner of the International Bar Association (IBA) Pro Bono Award for 2019.

'To say that all are equal before the law is meaningless unless everyone has equal access to justice. Legal aid is a fundamental human right ... It is not so much pro bono as pro justicio. It is the boundenduty and obligation of every self-respecting lawyer who believes in justice to render legal assistance to those who cannot afford it,' said Mr Rajendra on his motivation to drive advancements in legal aid.

## **To My COUNTRY**

If I did not care  
I would not dare  
chart your imperfections

I would sing  
only your praises  
picking the best  
ignoring the rest  
but I am no  
starry-eyed lover

I cannot cover  
your many blemishes  
so if I snarl  
at your greed  
your subterranean  
prejudices...  
the callousness

of your children  
your many unkindness  
bear with me beloved  
love and hate  
are forged  
in the same cauldron  
faults in another  
that would not matter  
in our loved ones  
assume  
cataclysmic proportions  
one loathes the worst  
in those one loves the best  
and if I did not care  
I would not dare  
chart  
your many imperfections

**By CECIL RAJENDRA**

# CHARITY NIGHT 2019

// By Weera Premananda

## Whimsical Wonderland!

By the time you are reading this, you would either have been a part of this year's 15th Charity Night 2019, or at least would have heard all the buzz about it. Charity Night is often one of the largest annual social event of the Kuala Lumpur Bar. This year marked the 15th anniversary of the Charity Night.

The 15th Charity Night 2019 was organised by the Kuala Lumpur Bar Committee Young Lawyers Committee, led by Tan Hui Wen and Kelvesh Deshenraj. It was held on Friday, 4 October 2019 at Glasshouse, Seputeh. Reuel Pillay and Sameera Hassan were emcees for the night.

This year's Charity Night was organised in aid of the Independent Living & Training Centre Malaysia (ILTC Malaysia). ILTC Malaysia is a not-for-profit, charitable organisation formed by the disabled, for the disabled. ILTC Malaysia provides services for the disabled all over Malaysia by teaching, guiding and assisting disabled members to lead an independent and integrated life with self-confidence. ILTC Malaysia takes in individuals suffering from spinal cord injury and are wheelchair bound, and then assists them with training for, and securing, new jobs. ILTC Malaysia also sends these individuals for physiotherapy sessions.

The theme this year was "Whimsical Wonderland". Participants were told to draw inspiration from "Alice in Wonderland" and "The Greatest Showman" for the dress code. Some participants came as Mad Hatters, White Rabbit, the Red Queen and even Alice herself. We had two Mad Hatters for the night, i.e Shugan Raman and Emily Chew! Many came with their best suits and stunning dresses.

There was free flow of food and drinks throughout the night. We had a total of 15 performances, i.e dances and band performances. The performers had put together a wonderful show - a result of the many months of practising.



The performers were Adreena, Angel & The Evcs, Gabriel Fairuz Louis, Iman & Friends, Izral Partnership's Who Let The Mats Out, Jessie & The Juicy Jellybeans, JJ, Justin Faun, Larissa & Joseph, MG, Quiin Hng, Space Between Us, The White Queen Raynequella, The Young Ariffs and TriAngelz.

Members of the fraternity were very generous with their donations. The total donations collected amounted to RM61,686.80 which will support ILTC Malaysia to fund disabled members' physiotherapy services, and to acquire and run a specially adapted van for the transportation of disabled members for training programmes. We thank our volunteers and box ambassadors for their hard work in collecting donations throughout the event.

We also thank our generous sponsors for contributing to the success of the Charity Night; Brickfields Asia College, UEM Sunrise Berhad, Scribe, Messrs Jamie Wong, Mah Weng Kwai & Associates, Tech Law Sdn Bhd, Joshua Rishi Andran, Brendan Navin Siva, Wong May Jean and David Peter.

At the close of curtains, Nathalie from Thomas Philip bagged the Best Dressed Award.

Angel & The EVCs won the Best Performance Award. Jessie & The Juicy Jellybeans and Quiin Hng came close to the top, being the 1st and 2nd runner-up respectively.

**See you at the next Charity Night!**





# MYCC: A TIGER ON THE PROWL

// By Samuel Ong Ying Yie

Competition Law might very much have been just a curiosity to many in the legal community initially, but since the recent "Grab" proposed penalty, the realm of Competition Law has attracted the attention not just of the legal professionals but also of the politicians and the business community alike. Suffice to say, the Malaysian Competition Commission ("MyCC") does not take kindly of activities which harm healthy competition and which try to distort it in some way, especially those involving hardcore cartels. MyCC's proposed fines of RM86.7 million for abuse of dominance by GRAB, as well as RM213.45 million against PIAM and its insurers for being parties to a hardcore price-fixing agreement, are both clear examples of MyCC's uncompromising stance towards anti-competitive activity and its willingness to punish those it regards responsible for such conduct. MyCC is committed to the enforcement against anti-competitive conduct as it is its policy to protect consumer welfare as well as healthy competition in Malaysia.

## → MyCC's Approach towards Hardcore Cartels

Hardcore cartel infringements are essentially the 4 categories of infringements which are stated in s.4(2) of the Competition Act 2010 ("CA"). The categories include price fixing, market sharing, bid-rigging and limiting of supply. In both the Ice Manufacturers case as well as the Tuition Centres Case, MyCC stated that "the fact that an enterprise may have played only a limited part in the setting up of the agreement, or may not be fully committed to its implementation, or participated only under pressure from other parties does not mean that it is not a party to the agreement". This showcases the intolerance of MyCC with regard to what would seem to the ordinary man as reasonable excuses in relation to hardcore cartel infringements.

MyCC seems to have taken the position that the presence of an enterprise in a meeting with an anti-competitive object, if the enterprise does not express opposition to such conduct, would constitute participation in such illegal activity. MyCC has repeatedly cited its guidelines on anti-competitive agreements in its decisions, stating that:-

"[a]n agreement could also be found where competitors attending a business lunch listen to a proposal for a price increase without objection. On the same note, competitors

should avoid meetings or other forms of communication with competitors particularly where price is likely to be discussed. Mere presence with competitors at an industry association meeting where an anti-competitive decision was made may be sufficient to be later implicated as a party to that agreement."

They also further cited, the Indonesian Domestic Workers Decision by the Singapore Competition Commission which took the position that mere participation in such a meeting without expressing manifest opposition or public opposition would establish participation in an allegation of hardcore infringement. The above arguments clearly showcase MyCC's dedication to prosecuting and deterring cartel behaviour.

## → MyCC's Powers of Investigation

Another essential element for effective deterrence of cartel activity is a high likelihood of discovery of said illegalities. According to Wouter Wils, a hearing officer of the European Commission, adequate powers of investigation are necessary in the pursuance of this goal. Under the CA as well as the Competition Commission Act 2010 ("CCA"), officers of MyCC are provided with a vast arsenal of investigative powers for the object of rooting out anti-competitive activity.

Given the ferocity with which MyCC has condemned anti-competitive activity, especially that of hardcore cartels, it should be expected that MyCC would not hesitate to use the many tools which are at their disposal to root out and prosecute anti-competitive infringements and punish such illegalities with little mercy.

## → Conclusion

In summary, it will be unsurprising if MyCC, with Iskandar Ismail, its former director of investigation and enforcement at its helm, ramps up its release of new decisions which impose increasingly severe fines on infringing enterprises. Given Iskandar's statement in the Tuition Centres case, saying that MyCC "will not hesitate to take stern action against any cartel in order to protect the consumers", it would be wise if enterprises take notice of MyCC and its decisions before MyCC takes notice of them.



# BE PART OF OUR STORY

**RELEVAN** is produced by the e-newsletter team of the KLBC Publications Committee. The KLBC Publications Committee also runs the newly refurbished KL Bar Blog. If you are interested to join the KLBC Publications Committee or wish to contribute articles for the e-newsletter or the blog, kindly direct your submissions or enquiries to [melissadass@klbar.org.my](mailto:melissadass@klbar.org.my)



KLBC Publications Committee 2019/2020

## GET IN TOUCH

 [www.klbar.org.my](http://www.klbar.org.my)

 <https://klbar.blogspot.com>

 [klbar](https://twitter.com/klbar)

 [klbarcommittee](https://www.instagram.com/klbarcommittee)

### EDITORS

Sharifah Alliana Iddid // Louis Liaw Vern Xien // Quiin Hng Huey Koon  
// Teh Xin Yi // Pavitra a/p Apparao // Su Kai Wen

### DISCLAIMER

This is the official e-newsletter of the Kuala Lumpur Bar Committee 2019-2020 ("KLBC"). Except to the extent permitted, no part of this publication may be reproduced, republished, distributed, displayed, copied, altered, posted or transmitted in any form or by any means without the prior permission in writing of the publisher.

The KLBC also prohibits the use of RELEVAN and all or any of its contents herein, for commercial and/or personal gain, profit or sale. The KLBC, and its authorised authors and designers of RELEVAN, do not accept liability for any loss arising from the use of, or reliance on, the contents of RELEVAN. Although particular effort has been made to ensure the accuracy and reliability of the material published herein, the KLBC accepts no responsibility or liability for the veracity of the claims or accuracy of the information provided in RELEVAN. Views and statements expressed in this newsletter do not necessarily reflect the views of the Editor, the Editorial Team, the KLBC Publications Committee or the KLBC.