

# ADR CENTURION

The bimonthly newsletter of the Asian Institute of Alternative Dispute Resolution

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DISPUTE  
RESOLUTION  
Delivering Excellence in ADR

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### ADR Centurion

The **ADR Centurion** is the Bimonthly Newsletter of AIADR published six times per year by the Editorial Committee of AIADR for the members of the AIADR (the "Institute") and general readers interested in ADR subject and practices.

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# AIADR ANNOUNCEMENT



## MEMBERSHIP RULES UPDATE

The AIADR Membership Rules had been recently updated. Please download the latest copy from our website or you may request from the Secretariat by emailing [aiadr.membership@aiadr.world](mailto:aiadr.membership@aiadr.world)

## UPDATE MEMBERSHIP RECORDS ONLINE

All existing members are urged to register online, update full particulars and create your public profile on our website.

Log in to our website or write to [aiadr.membership@aiadr.world](mailto:aiadr.membership@aiadr.world) should you need further assistance.

## EXPRESSION OF INTEREST FOR COLLABORATION OF WEBINARS

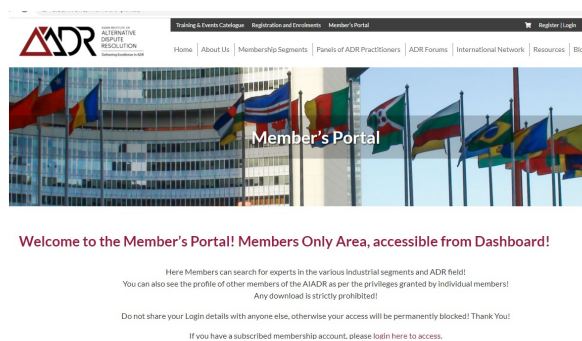
Members are welcome to reach out to the Secretariat for assistance or collaboration in organizing webinars on ADR topics of their choosing. No charges are levied.

Do not miss out on this great opportunity to enhance your resume by delivering a webinar for the benefit of other members and the ADR fraternity. Click [HERE](#) or email us to register your interest!

## UPGRADE YOUR MEMBERSHIP & GET ACCREDITED AS CERTIFIED PRACTITIONER

With the recent amendments to the Membership Rules, members can now upgrade their membership level or get accredited as a Certified Practitioner through our fast-track path by virtue of having comparable membership or accreditation from equivalent international ADR organisations (e.g. Chartered Arbitrator with CIArb).

Apply through our website or write to [aiadr.membership@aiadr.world](mailto:aiadr.membership@aiadr.world) for further clarification.



# AIADR ANNOUNCEMENT



ASIAN INSTITUTE OF  
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## MoU Signing Ceremony between Asian Institute of Alternative Dispute Resolution (AIADR) and Kovise Foundation Conflict Resolution International (KFCRI)

9<sup>th</sup> September 2021 marks the beginning of a new chapter in the en route of the **Asian Institute of Alternative Dispute Resolution (AIADR)** to deliver excellent ADR services, as it has officially entered into a **Memorandum of Understanding (MoU)** with the **Kovise Foundation Conflict Resolution International (KFCRI)** through a virtual signing ceremony held via Zoom.

The ceremony was attended by the AIADR President, Datuk Professor Sundra Rajoo and the KFCRI Project Advisor, Mr Inbavijayan Veeraraghavan.

During the ceremony, the AIADR President, Datuk Professor Sundra Rajoo stated, "As AIADR is actively seeking to promote global trade and deliver excellence in ADR forums worldwide, the signing of the MoU with KFCRI signifies the opportunity to foster the development of ADR on the international stage and opens the gateways to expand the influence of our Institute's project well into India. Through this collaboration, the joint work between AIADR and KFCRI will promote sharing of experiences and professionalism, further enhance our ADR services within the legal and business fraternity and pave our route to ADR excellence. We thank all parties for making this collaboration a reality!"

The KFCRI Project Advisor, Mr Inbavijayan Veeraraghavan expressed that, "It is a wonderful opportunity for KFCRI to enter into the MoU with the AIADR. We intend to facilitate with ADR concept that has been rightly highlighted by Datuk Professor Sundra Rajoo, including the humane task to reach the ultimatum for every professional to take ADR as a serious aspect to resolve disputes, as well as dispute avoidance. We are happy to collaborate with AIADR which eventually has a good team and wonderful committees! We are not only focusing on Asia, but also planning to expand globally."

With this MoU, AIADR is confident that the joint work with KFCRI will further AIADR's commitment in delivering par excellence services in the ADR field across the world and help to explore more opportunities together, as well as reinforcing the influence of both institutions within the legal, trade and business fraternity.

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## KFCRI Media Statement

The Asian Institute of Alternative Dispute Resolution (AIADR) is pleased to announce that it has signed a Memorandum of Understanding (MOU) with the Kovise Foundation Conflict Resolution International (KFCRI) to promote the sharing of experiences and professionalism, improve our ADR services, and lay the foundation for ADR expertise.

Under the MoU, AIADR and KFCRI will mutually provide world-class ADR services, assist in the exploration of new opportunities, and strengthen the impact of both institutions within the legal, trade, and business groups.

# AIADR ANNOUNCEMENT



## MoU Signing Ceremony between Asian Institute of Alternative Dispute Resolution (AIADR) and Center for International Investment and Commercial Arbitration (CIICA)

**10<sup>th</sup> September 2021** marks the beginning of a new chapter in the en route of the **Asian Institute of Alternative Dispute Resolution (AIADR)** to deliver excellent ADR services, as it has officially entered into a **Memorandum of Understanding (MoU)** with the **Center for International Investment and Commercial Arbitration (CIICA)** through a virtual signing ceremony held via Zoom.

The ceremony was attended by the AIADR President, Datuk Professor Sundra Rajoo and the CIICA President, Mr Rana Sajjad Ahmad.

During the ceremony, the AIADR President, Datuk Professor Sundra Rajoo stated, "As AIADR is actively seeking to promote global trade and deliver excellence in ADR forums worldwide, the signing of the MoU with CIICA signifies the opportunity to foster the development of ADR on the international stage and opens the gateways to expand the influence of our Institute's project well into Pakistan. Through this collaboration, the joint work between AIADR and CIICA will promote sharing of experiences and professionalism, further enhance our ADR services within the legal and business fraternity and pave our route to ADR excellence. We thank all parties for making this collaboration a reality!"

The CIICA President, Mr Rana Sajjad Ahmad expressed that, "We are pleased to finally enter into MoU with AIADR, the first not-for-profit institution based in Asia. Pakistan and Malaysia have a historically very strong economic tie. This is not just a collaboration between two arbitral institutions, but also bringing together the business community members and legal community members. On behalf of CIICA, I look forward to working together with AIADR in jointly organizing arbitral activities and workshops, promoting publicity, recommending ADR practitioners and establishing expert committees."

With this MoU, AIADR is confident that the joint work with CIICA will further AIADR's commitment in delivering par excellence services in the ADR field across the world and help to explore more opportunities together, as well as reinforcing the influence of both institutions within the legal, trade and business fraternity.

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## CIICA Media Statement

The Asian Institute of Alternative Dispute Resolution (AIADR) is pleased to announce that it has signed a Memorandum of Understanding (MOU) with the Center for International Investment and Commercial Arbitration (CIICA) on 10th September 2021 to promote the sharing of experiences and professionalism, improve our ADR services, and lay the foundation for ADR expertise.

Under the MoU, AIADR and CIICA will mutually provide world-class ADR services, assist in the exploration of new opportunities, and strengthen the impact of both institutions within the legal, trade, and business groups on a global scale.

## AIADR HIGHLIGHTS



***Dear Members,***

I would like to welcome our members to the 14th issue of our ADR Centurion on behalf of the AIADR. I hope you all stay safe and healthy as we are moving past a global virus and continuing our fight against the pandemic.

Though past 18 months have been very trying, AIADR is making new efforts to build a global platform for alternative dispute resolution with lot of courage. The Institute never let the pandemic to hinder its consistent growth, accomplishments, and

## Vice President's Message

***Dato Quek Ngee Meng***

optimism. Everybody from the AIADR Secretariat is doing great in their respective tasks and yet keeping some time to greet each other during coffee sessions. For such consistent courage and kind support, I would like to thank the Secretariat team.

AIADR is aiming to introduce new initiatives over the course and reach what one may call "Internationalization". To keep up with are upcoming initiatives, do keep an eye out for updates and posts on our various social media platforms including Facebook, LinkedIn, Twitter, and Instagram handles.

Some of our recent and upcoming initiatives are as follows:

1. "Internationalization" is the foremost favorite motto of AIADR after "consistent growth". Keeping our motto intact, we have entered two MoUs with Kovise Foundation

Conflict Resolution International (KFCRI) and Center for International Investment and Commercial Arbitration (CIICA). The MoU with the Kovise Foundation Conflict Resolution International (KFCRI) aims to promote sharing of experiences and professionalism, improve our ADR services for the legal and commercial community, and pave our way to ADR excellence. Likewise, the MoU with Center for International Investment and Commercial Arbitration (CIICA) aims to provide international ADR services, aid in the development of new opportunities, and improve both organizations' global impact in the legal, trade, and business communities.

2. In order to raise ADR awareness in public

## AIADR HIGHLIGHTS

domain, AIADR has launched a YouTube series of Mediation on Construction Industries. This YouTube series is a six-episode discussion on the topic of construction industry mediation, which will be uploaded to our channel once a week. The Malaysian construction business encountered various challenges during the Covid-19 pandemic, including late payments, time grant extensions, productivity loss owing to newly adopted health and safety SOPs, and so on. Disputes began to pile up almost immediately, and no one knew how to settle them amicably. Mediation has become a very popular way of dispute settlement in Malaysia, particularly since the passage of the Covid law, amidst all the commotion and a glimmer of hope.

3. In an attempt to lengthen the reach of our institution, we have started an International Virtual Internship Programme with an objective to allow cross-border students to have a taste of how ADR works. In past few months, AIADR has witnessed interns from all around the Asian region be it China, India, Malaysia, etc. This initiative would facilitate young students to learn the nitty-gritty of alternative dispute resolution, institutional teamwork, publication works, and so on.

AIADR will continue to thank you for your support. One of our major priorities in this season is expanding on our diversity of membership-holder. We encourage you to refer your good colleagues or friends about the benefits you enjoy as a member in AIADR. Time flies, and now we are towards finishing the fourth

quarter of 2021, it reminds me that Jerry Jones once quoted "Everybody is pretty good in the first quarter. Second quarter, you have a little bump or two on you coming into the half. By the time the third quarter comes around, you're tired, you're laboring. When you come to the fourth quarter, it calls on your character.". Wishing you all the best from Kuala Lumpur, Malaysia!

***Dato Quek Ngee Meng***

*Vice President, AIADR.*



### About the Authors

#### **Varun Hinge**

*3rd year student, Institute of Law, Nirma University (India)*

#### **Ritvik Chauhan**

*3rd year student, Institute of Law, Nirma University (India)*

## IAA or SCMA?: An Unvisited Tussle Over Selecting Arbitrator(s)

Shipping Trade is a crucial aspect of the oceans, which provides for more than 80 percent of world trade. Every year, more than 50,000 cargo ships carry and tranship more than 10 billion tons of essential cargoes. Generally, parties engaged in shipping trade opt for arbitration instead of court proceeding because the former is more expedient, efficient, and effective.

Furthermore, Singapore has recently become one of the world's popular hubs for International Commercial Arbitration. This has contributed to increasing international maritime disputes in Singapore Arbitration Institutions. The parties, in most of their disputes, select institutional arbitration that directly refers to procedural rules of the chosen institution, which the parties can modify accordingly.

In this article, the authors have attempted to analyse the cur-

rent position on selecting a Singaporean seat of arbitration in international maritime disputes and tried to break down the tussle between the International Arbitration Act of Singapore ('IAA') and Singapore Chambers of Maritime Arbitration Rules ('SCMA') (3rd Edition), over the number of arbitrators to be appointed.

Although, the fourth edition of SCMA Rules is in the making, which seeks to amend Rule 6 and bring the same in harmony with IAA, yet this process would take a long time. Meanwhile, disputes arising out of the appointment of arbitrators need to be resolved following the Arbitration Rules of the SCMA Rules which are for the time being in force *i.e., third-edition of SCMA Rules*.

### Applicability of IAA

In International Arbitration

cases, especially with maritime interest and the governing law of Singapore, disputes may arise due to the inconsistency of appointing the number of arbitrators in International Arbitration Act ('IAA') and Singapore Chamber of Maritime Arbitration ('SCMA'). Both the IAA and SCMA provide for the appointment of a contradictory number of arbitrators. If the parties have not chosen the number of arbitrators in an agreement, the same by default will be a sole arbitrator under Section 9 of IAA. On the other hand, Rule 6.1 of SCMA, provides for a panel of three arbitrators if the parties have not decided otherwise in the agreement (same as Article 10(2) of Model Law,).

Furthermore, the IAA has done so against the position provided in the Model Law, hence showing the legislative

intent of preferring a single arbitrator tribunal. Before dealing with this tussle, the question arises as to how IAA will be applicable in such International Arbitration disputes. Three cardinal approaches can be followed:

1. The seat of arbitration determines the curial law or *lex arbitri*.

It is an established principle that there is an interlinkage between the seat and *lex arbitri*. This linkage has reciprocity. Just as a selection of the seat attracts the procedural law of the land, likewise, a determination of the law to regulate the arbitration suggests the seat of arbitration. In the same way, the curial/procedural laws of Singapore shall be used if the parties have specifically selected Singapore as the seat of the Arbitration. However, if parties have not chosen the express seat of the arbitration,

then the incorporation of SCMA by reference would attract Singapore as the seat of the arbitration. Therefore, in either case, the IAA being the curial/procedural law of Singapore will be applicable.

2. IAA will be applicable under Section 5(2).

IAA defines the arbitration to be international under Section 5(2) when:

- One of the parties has its place of business in any State other than Singapore;
- One of the following places is situated outside the State in which the parties have their places of business;
- If the parties have expressly agreed that, the subject matter of the arbitration agreement relates to more than one country.

Moreover, the statistics of SCMA 2020 show an exponential increase in the Inter-

national Parties (Disputants) in comparison to statistics of SCMA 2019 and so on. Thus, attracting Section 5(2) of IAA in most of the cases.

3. IAA will be applicable under Rule 22 of SCMA.

Rule 22 of the SCMA rules talks about the 'Juridical Seat of Arbitration', which states that the seat shall be Singapore and the arbitration must be governed by laws of Singapore unless parties have agreed otherwise.

### **Tussle Between Section 9 of IAA and Rule 6.1 of SCMA**

The Model SCMA Arbitration Clause states:

*"Any and all disputes arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Sin-*

*gapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("SCMA Rules") for the time being in force at the commencement of the arbitration, which rules are deemed to be **incorporated by reference** in this clause".*

The phrase *incorporation by reference* means that the rules are not written out in the contract, but reference is only made to them and accordingly incorporated into the agreement. Further, Section 2A(7), of IAA defines that [if] the reference in an agreement made to the written arbitration clause or in a document including an arbitration clause is made in such a way that the clause becomes part of the agreement, then it is considered as an arbitration agreement.

Although the Model SCMA

Arbitration Clause does not explicitly state anything as to the appointment of arbitrators, the phrase "*incorporated by reference*" facilitates a purpose of following the default procedure as provided in the SCMA Rules. Furthermore, Article 19(1) of Model Law provides for parties to agree on the procedure to be followed by the arbitral tribunal. Therefore, by selecting the SCMA Arbitration clause for an agreement, the party autonomy of the parties ought to prevail.

However, Rule 2 of SCMA Rules states that when the parties have agreed to apply the rules to an arbitration agreement then these rules shall govern the arbitration proceedings if these Rules do not conflict with the mandatory provision of the Act or the applicable law governing the arbitration. In case any of these rules conflict with the

mandatory provision, then such provision must prevail over the SCMA Rules.

The phrase 'mandatory provision' should be given utmost attention. Although there is no comprehensive list to determine which provisions shall be considered as mandatory or which provisions parties cannot derogate from. This would normally be subject to matters which are fundamental to the proper conduct of an arbitration. Moreover, Section 15A (1), lays down what qualifies as a mandatory provision under IAA and states that the rules agreed by the parties shall apply and should be given effect to the extent that those provisions should not be inconsistent with a provision of Part II (of which Section 9 is a part) or the Model Law from which the parties cannot derogate. Thus, based on its construction and intention, Section 9 can be seen

as a mandatory provision.

Rule 6 of the SCMA provides for the appointment of three arbitrators in case of no agreement. This is, however, inconsistent or in conflict with Section 9 of the IAA hence, not applicable under Section 15A (1) of the same. A report of the Procedural committee to the SCMA has advised changing Rule 6 to become consistent with the IAA.

It is always a matter of discussion whether Section 9 is a mandatory provision or not. For this, courts have gone so far as to consider whether any consequences are provided for violation of a provision, to decide whether it is mandatory or not. Further, it has been recognised that procedural provisions are aimed at advancing justice and assisting the parties, and should be construed as such. Section 9 seeks to provide a de-

fault rule that parties can benefit from in the absence of any agreement between them, rather than to impose any obligation carrying a penalty for contravention.

Further, Section 15A(5), states that a provision of the SCMA rules are not inconsistent with a provision of Part II of IAA, merely because they deal with the same matter when the provision of the IAA itself authorises parties to make their arrangements by agreement but which applies in the absence of agreement. Section 9 is one such provision. The arrangement by the parties may be made by way of adopting rules of arbitration that facilitate in deciding the matter. Thus, the parties can make an arrangement for the number of arbitrators under section 9 by adopting the SCMA Rules which provide for a number under Rule 6.1.

Further, it is cheaper to have one arbitrator compared to three arbitrators and quicker for one arbitrator to make decisions compared to three arbitrators. Three arbitrators by default are too expensive, time-consuming, and unnecessary in many more cases than in which three arbitrators can objectively be justified.

### Conclusion

The parties however can choose another procedural law subject to matters dealt with by the non-mandatory provisions of the law of the seat, in which case the SCMA Rules will prevail. Accordingly, if parties agree upon the SCMA procedural rules of arbitration then the same shall apply and be given full effect because these rules are not inconsistent with the Model Law or provisions of the IAA from which the parties cannot derogate.

This in turn will ensure that the decision of the panel would not be challenged on the grounds of partiality or bias. As both the parties will get an opportunity to nominate an arbitrator each, who will in-turn appoint the third arbitrator. Moreover, this will ensure that the principles of impartiality, equity and fairness of the panel will be upheld. Party Autonomy, an important facet of contractual regime, ought not to override the prerequisite condition of independence and impartiality of the Arbitrator, which is a prominent aspect of any arbitration proceedings. Therefore, Section 9 can be considered as a non-mandatory provision and will not prevail over Rule 6.1 of the SCMA Rules.

***Join AIADR  
and be part of  
the Scholarly  
Fraternity!***



### About the Author

#### Philip Teoh

FAIADR, Member of the  
AIADR Editorial sub-  
Committee.

I won the Admiralty Appeal at the Court of Appeal in a 2 day Appeal hearing in 2 Sessions in February continued from November. Altogether 6 hours. My longest appeal hearing so far, many Appeals hearing only last 40 minutes.

Accrued in rem rights survived.  
High Court Order set aside.

The issue of law decided was that a subsequent purchaser of a vessel takes the vessel together with the in rem rights created by an in rem judgment, even if the arrest is defective and what constitutes effective notice to determine a bona fide purchase without notice.

August 4 was the Federal Court hearing for my opponent's application for leave to appeal. This is Malaysia's Highest Court. I argued against their application and managed to convince the 3

Federal Court Judges to dismiss their application. Happy to inform you that I succeeded and won.

### Intern's View of AIADR

**Alicia Tang**

Anhui University , China.



**Internship Period:**  
**01/07/2021 till 30/09/2021**

It has been an unforgettable journey to become a member of AIADR. Everyone here is being very nice to me, generously offering help and guidance all the time. I want to specifically extend my sincerest gratitude to my supervisor Charlotte Woo. I worked closely with Charlotte and she praised me a lot even though I was not that outstanding. She gave me a lot of encouragement and

inspired me to work harder. One of the greatest lessons I learnt here is team spirit. "As a team, we cover up for each other." I will always keep that in mind. Besides, I learn a lot from other Malaysian interns, who are both friendly to people and excellent in work. In addition, I got so many chances here to explore topics that are brand new to me and gained a global perspective from these experiences.

It was such a pity that this journey was about to end. But all good things must come to an end. I'm very grateful that I chose AIADR for my first internship and AIADR chose me as its intern. I will always cherish this beautiful memory with me for the rest of my life. Many thanks to AIADR and

every member of this team!

### Intern's View of AIADR

**Mengyao Wu**

Hebei University of

Economics and Business , China



#### **Internship Period:**

**01/07/2021 till 30/09/2021**

The supervisors held a welcome session for us on the first day, which has pleasantly surprised me, wow, the people are so good, and the atmosphere is awesome! Initially, I felt a little nervous because I had no idea of what kind of job I would take. Fortunately, I met Sook Ying ,who patiently answered my questions and even taught me step by

step. And sweetie Charlotte, my supervisor also my great teacher, constantly encouraging me and guiding me forward. They were like stars that lit up the whole process of my internship.

"Study for the sake of use." as a Chinese saying goes, I should say that there does exist a big gap between theories and practice. During this internship period, I have learned a lot of things that I can't get from our books. My internship is coming to an end, I would like to thank AIADR for allowing me to be part of the incredible team, thank Ms. Heather and everyone in the team for enveloping me.

My time in AIADR has enriched my life and this

memory will shine brightly in a lifelong period. I wish our AIADR further success!

## ADR VIEWS

### Intern's View of AIADR

**Yiyu Wang**

East China University of Political  
Science



#### **Internship Period:**

**01/07/2021 till 30/09/2021**

As an intern from China, it's a really memorable experience to work at an international organization in Malaysia. It is my first time working with colleagues from other countries, so it's a good experience to feel the multiple cultures. Malaysia is a multi-ethnic country, so I learned many different cultures and customs of Malay,

Indian and Chinese during our coffee sessions.

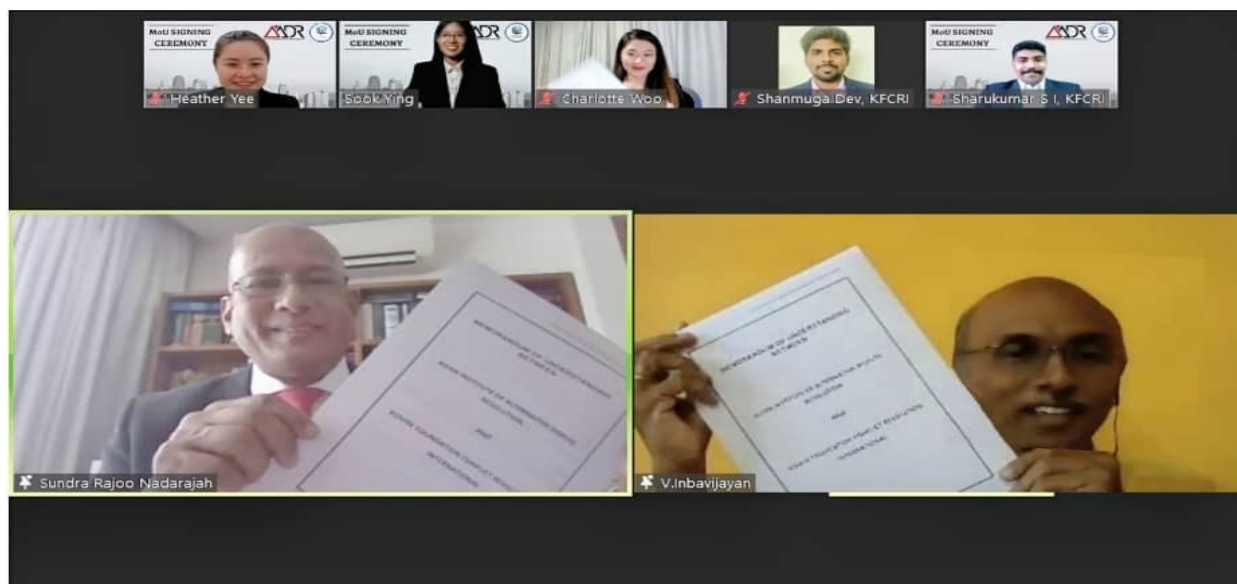
Due to the Covid-19 pandemic, online remote internship is the only way I could to have an internship in AIADR. I couldn't have done my home internship without Ms. Heather's kindly encouragement as well as careful guidance from Charlotte and Sook Ying.

To other fellow colleagues, the experience of working together and the growth we have achieved together is unforgettable. I really enjoy this internship, hope to see you all the future.

# AIADR PAST EVENTS

## MoU SIGNING CEREMONY BETWEEN AIADR AND KFCRI

9 SEPTEMBER 2021



## MoU SIGNING CEREMONY BETWEEN AIADR AND CIICA

10 SEPTEMBER 2021



# AIADR ON-GOING EVENTS

## SETTLING DISPUTES IN CONSTRUCTION INDUSTRY: A PRACTICAL GUIDE TO MEDIATION BY AIADR.

SEPTEMBER - OCTOBER 2021



In the midst of the COVID-19 pandemic, the Malaysian construction industry is confronted with numerous obstacles, including late payment, time grant extension, productivity loss caused by the newly adopted health and safety SOPs, and so on.

Mediation, on the other hand, has become increasingly popular in recent years, especially after it was included as a mechanism of dispute resolution in Malaysia's COVID bill. The purpose of this series is to explore at how mediation could benefit Malaysian contractors.

AIADR launched a YouTube series of Mediation on Construction Industries on 8 September 2021.

This YouTube series is a six-episode discussion on the topic of construction industry mediation, which will be uploaded to our channel once a week.

1	Talk: The Impact of COVID-19 Pandemic on the Malaysian Construction Industry	20/9 (Mon)
2	Talk: The Rationale of using Negotiation and Mediation in Malaysian Construction Industry	27/9 (Mon)
3	Negotiation : Skills and Techniques	4/10 (Mon)
4	Negotiation : Role Play	11/10 (Mon)
5	Mediation : Skills and Techniques	18/10 (Mon)
6	Mediation : Role Play	25/10 (Mon)

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## AIADR VIRTUAL INTERNATIONAL INTERNSHIP PROGRAMME (INDIA)

SEPTEMBER 2021



Hi, I am Varun! I am a 3rd year law student from Institute of Law, Nirma University, India. I have a keen interest in International Maritime Law along with International Commercial Arbitration. AIADR is a great place to learn about dispute resolution in real world. I am thankful to the Secretariat to provide me an opportunity to intern under its guidance. I believe to get a huge exposure in ADR through this internship.

## FURTHER DETAILS



ASIAN INSTITUTE OF  
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### CORPORATE MEMBERSHIP

# DIAMOND

**ADR Service User Organisations:** All types of commercial entities duly registered as a Business Unit or a Company engaged in domestic and or international trade.



#### Our Benefits

- Recognition and prestige in the industry
- All employees entitled to **15%** discount from Member Rates for all paid Training Courses and Events conducted by AIADR
- 2 customised Bespoke courses on chosen subjects of ADR, for employees of the CM-Diamond, at the venue arranged and provided by the CM-Diamond
- Appointment fee of ADR Professional from the AIADR Panel of Arbitrators, Mediators, Adjudicators and Experts subsidized to only **USD50/-** instead of a standard rate
- Free access to consultative sessions with Council or Committee Members on issues related to ADR procedures, limited to maximum 40 hours per year
- 10 Copies of Quarterly AIADR Journal
- 50 Copies of Bi-Monthly Newsletter
- Discounts for Membership Subscription for additional employees (**15%**)

#### Our Privileges



- 1 Representative + 4 Employees entitled to attend all events of AIADR during the year, **free of cost**, as Invited Guests
- 3 speaking slots per year during seminars and conferences organised by AIADR
- Publishing of Articles and Blogs on AIADR Website and Newsletters
- Participate in Roadshows and ADR promotional events jointly with AIADR
- Listing in the Newsletters and events flyers
- Listed on the AIADR Website
- EDM communiques access to global membership of AIADR, within permissible GPDM Policies

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## FURTHER DETAILS



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### CORPORATE MEMBERSHIP

# GOLD

**ADR Service Provider Entities: Law firms, Mediation Centres, Arbitration Centres, Adjudication Centres, Quasi-Government Organizations for resolving disputes e.g. labour tribunals, ancillary Courts, and Unions, or entities of similar types.**



#### Our **Benefits**

- Recognition and prestige in the industry
- All employees entitled to **10%** discount from Member Rates for all paid Training Courses and Events conducted by AIADR
- One customised Bespoke courses on chosen subjects of ADR, for employees of the CM-Gold, at the venue arranged and provided by the CM-Gold
- Appointment fee of ADR Professional from the AIADR Panel of Arbitrators, Mediators, Adjudicators and Experts subsidized to only **USD50/-** instead of a standard rate
- 5 Copies of Quarterly AIADR Journal
- 10 Copies of Bi-Monthly Newsletter
- Discounts for Membership Subscription for additional employees (**10%**)



#### Our **Privileges**

- One Representative + 3 Employees entitled to attend all events of AIADR during the year, **free of cost**, as Invited Guests
- 2 speaking slots per year during seminars and conferences organised by AIADR
- Publishing of Articles and Blogs on AIADR Website and Newsletters
- Participate in Roadshows and ADR promotional events jointly with AIADR
- Listing in the Newsletters and events flyers
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### CORPORATE MEMBERSHIP

# SILVER

*Educational Institutions: Universities, Polytechnics, Recognised International ADR Training Organizations, Bar and Professional Qualification Certification or Supporting Institutions.*

#### Our Privileges

- One Representative + 2 Employees entitled to attend all events of AIADR during the year, **free of cost**, as Invited Guests
- One speaker per year will be invited during seminars and conferences organised by AIADR, as a keynote or guest speaker
- Publishing of Articles and Blogs on AIADR Website and Newsletters
- Participate in Roadshows and ADR promotional events jointly with AIADR
- Listing in the Newsletters and events flyers
- Listed on the AIADR Website
- EDM communicates access to global membership of AIADR, within permissible GPDM policies

#### Our Benefits

- Recognition and prestige in the industry
- All employees entitled to **5%** discount from Member Rates for all paid Training Courses and Events conducted by AIADR
- Access to potential members for undertaking courses in the faculties of CM-Silver
- Free publicity and promotion of events through AIADR Network
- 5 Copies of Quarterly AIADR Journal
- 50 Copies of Bi-Monthly Newsletter
- Discounts for Membership Subscription for additional employees (**10%**)

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## FURTHER DETAILS



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### CORPORATE MEMBERSHIP

# MEMBER

*Other Institutions and Associations: Continuous Professional Development Training Institutes, Life-long Learning Organizations, Institute of Architects, Quantity Surveyors, Insurance Brokers, CMOs, Classification Societies, Loss-Adjusters, Maritime, Aviation, Land Transportation, or similar Institutions.*



#### Our **Benefits**

- Recognition and prestige in the industry  
Invitation to attend industry expert related events and workshops
- Potential to conduct and deliver courses jointly with AIADR
- Up to 5 employees entitled to **10%** discount from Member Rates for all paid
- Training Courses and Events conducted by AIADR
- Free access to consultative sessions with Council or Committee Members on issues related to ADR procedures, limited to maximum 40 hours per year
- 5 Copies of Quarterly AIADR Journal
- 50 Copies of Bi-Monthly Newsletter
- Discounts for Membership Subscription for additional employees (**15%**)

#### Our **Privileges**



- 1 Representative + 1 Employee entitled to attend all events of AIADR during the year, **free of cost**, as Invited Guests
- Publishing of Articles and Blogs on AIADR Website and Newsletters
- Participate in Roadshows and ADR promotional events jointly with AIADR
- Listing in the Newsletters and events flyers
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## FURTHER DETAILS



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### CORPORATE MEMBERSHIP



#### Application Process

1. Corporate Members must recognize and support the **Vision, Mission and Values** of the Institute.
2. Corporates interested in becoming AIADR Corporate Members can send an **email** to [aiadrmembership@aiadr.institute](mailto:aiadrmembership@aiadr.institute). The email shall include the Class of Corporate Membership, detailed profile of the company, and be issued exclusively by the Body Corporate's authorised executive or Chief Executive.
3. AIADR Head of Membership Secretariat will **review** the suitability and applicable Class of Corporate Membership, and respond within (14) working days for further instructions.

*\* Please send an email with your company profile to [aiadrmembership@aiadr.institute](mailto:aiadrmembership@aiadr.institute) for a complete list of benefits, privileges, collaboration, joint event participation, and sponsorship opportunities.*



#### Fees and Discounts

CLASS	APPLICATION FEE (NON-REFUNDABLE) (USD)	ANNUAL SUBSCRIPTION (USD)	DISCOUNT OF MEMBERSHIP SUBSCRIPTIONS FOR ADDITIONAL EMPLOYEES
DIAMOND	100	5,500	15%
GOLD	100	4,500	10%
SILVER	50	3,350	10%
MEMBER	50	2,500	15%

*\* The Council may, if it deems fit, accept other considerations in lieu of part of full waiver of the application fee and/or annual subscription of Corporate Membership*

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## FURTHER DETAILS

*Interact with your network of members of the AIADR and contribute towards the growth of your Institute by joining Committees and contributing articles for the AIADR Journal and ADR Centurion, the Bimonthly Newsletter.*

*All Members of the Institute are invited to submit proposals for holding events and online discussion sessions, on subjects of interest to members and industrial segments for continuous learning through sharing. The Secretariat will coordinate with the volunteer speakers and presenters on the schedule and content of such events, after receiving proposals.*

SPACE RESERVED FOR  
CORPORATE MEMBERS

Be seen and enhance your presence as ADR Services User,  
Provider or Supporter!

Applications from organisations for Corporate Memberships are  
invited under the following groups:

- \* Platinum Members : Users of ADR Services
- \* Gold Members : Arbitral Institutions and ADR /  
Legal Services Providers
- \* Silver Members : Educational Institutions
- \* Ordinary Members : All Other Corporates

Contact us at [thesecretariat@aiadr.world](mailto:thesecretariat@aiadr.world) for enquiries on  
Corporate memberships, advertisements and sponsorships!



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**Promoting global trade and delivering excellence in Alternative  
Dispute Resolution!**

**The Secretariat  
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(AIADR)**

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That AIADR is a NGO and Members' Institution!

- \* Subscription funds of the members will be used for AIADR Secretariat activities and operations for the benefit of its members!
- \* Education, Training and CPD Programs will be affordable and without discrimination!
- \* AIADR will be the Institute for members from all industries and walks of life, including but not limited to lawyers and legal professionals!
- \* Free from any historical inclinations, but for the future generations to come!
- \* Affordable, Independent, Accessible, Desirable and Resourceful!

**ADR Centurion** is the bimonthly Newsletter of AIADR containing contributions from individual authors, for distribution to the members of AIADR, ADR practitioners, professionals from trade & industry and associated organizations. The constructive feedback and comments from the readers are most welcome!

**Next Cut-off Date for Submission of Contributions:**

1. For Newsletter : **15 November 2021**
2. For Journal : **1 November 2021**

Direct your queries to [aiadr.editor@aiadr.world](mailto:aiadr.editor@aiadr.world).