

the ZRp brief

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*Selamat Hari Raya,
Maaf Zahir & Batin*

From left: Nurul Nadhirah Mohamed Sabri, Celest Lee Mei Leng, M Gandhi Mohan, Farah Shuhadah Razali, Rofifah Ahmad Fuad

ZUL RAFIQUE & partners would like to wish everyone *Selamat Hari Raya, Maaf Zahir & Batin*

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ZUL RAFIQUE & partners

A BRIEF NOTE...

by Dato' Zulkifly Rafique



Maaf Zahir & Batin...

In some parts of the world, it is known as *Eid Ul-fitr*, in other parts, *Ramazán Bayrami*. Some choose to call it *Hari Lebaran* but most of us know it as *Aidil Fitri* or *Hari Raya Puasa*. Everyone knows its significance. It marks the end of the fasting month and the beginning of the month of Syawal.

But how many of us notice that the greeting *Selamat Hari Raya* always precedes the phrase *Maaf Zahir & Batin*, which literally reads 'forgive my body and soul'? What it really means is to ask forgiveness for the physical and emotional wrongdoings.

Forgiveness is a significant aspect of the fasting month (*Ramadhan*) as well as *Aidil Fitri*. Whilst *Ramadhan* is the time we seek forgiveness from our Creator, *Aidil Fitri* is the time we seek forgiveness from each other. Although it is a time for celebrations, it is also a time for atonement and repentance – a time to swallow one's pride, a time to be humble and not let our ego dictate our thoughts, words and deeds.

Whilst we ponder over that, let us be reminded that we do not have to wait for *Ramadhan* or *Aidil Fitri* to seek forgiveness. We are not infallible and as mortals, we are capable of transgressions – and this means that any time is a good time to apologise and repent. Let us therefore have a meaningful *Aidilfitri*.

On that note, *Selamat Hari Raya Aidil Fitri*, and of course, *Maaf Zahir & Batin*.

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- *A Sexual Harassment Act?*
- *Arbitration Act amended*
- *Domestic Violence Act amended*
- *Amendments to Singapore Conveyancing Rules*
- *New Arbitration Ordinance in Hong Kong*
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- *Basic Points of Bankruptcy*
- *The Curious Case of April Ashley*
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- *Galaxy Energy Technologies Sdn Bhd v Timbalan Pemungut Duti Setem, Malaysian & Anor* [2011] 5 CLJ 829, Court of Appeal
- *Haji Salleh Hj Janan v Financial Information Services Sdn Bhd* [2011] 1 LNS 1819, Court of Appeal
- *Syed Jalaluddin Syed Ahamed Malik v Foo Sun Enterprise & other appeals* [2011] 5 CLJ 580, High Court
- *Oriental Bank Bhd v Nordin Hamid & Ors* [2011] 5 CLJ 237, Court of Appeal

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Legislation Update:

- Arbitration (Amendment) Act 2011
- Kootu Funds (Prohibition) (Amendment) Act 2011
- Valuers, Appraisers & Estate Agents (Amendment) Act 2011
- Rules of the High Court (Amendment) 2011
- Guidelines/ Rules/ Practice Notes issued between July and September 2011 by Bank Negara Malaysia, Securities Commission Malaysia and Bursa Malaysia.

BRIEF-FLASH...

- **A NEW TRADE DESCRIPTIONS ACT** The Trade Descriptions Act 2011 is set to replace the Trade Descriptions Act 1972. The new Act aims to prohibit false trade descriptions and false or misleading statements, conduct and practices in relation to supply of goods and services. Under the new Act, the Malaysia Department of Islamic Development (JAKIM) and the State Islamic Religious Councils are empowered to facilitate the enforcement of *halal* certification of goods and services. JAKIM is also allowed to prosecute those who violate provisions of the Act. ✚
- **A SEXUAL HARASSMENT ACT?** There is a call amongst women's groups for a comprehensive and effective Sexual Harassment Act. Although provisions relating to sexual harassment are found in the Employment Act 1955, such Act does not define sexual harassment. The only point of reference to sexual harassment is the Code of Practice on the Prevention and Eradication of Sexual Harassment in the Workplace, which currently does not have any legal force. ✚
- **AMENDMENTS TO CHILD ACT** Community service has been proposed to replace the current imprisonment imposed on children who commit minor offences under the Child Act 2001. The proposed amendment intends to focus on a restorative justice approach to rehabilitate juveniles. It is expected to be tabled in Parliament next year. ✚
- **ARBITRATION ACT AMENDED** The Arbitration Act 2005 has been amended to move closer towards the adoption of the United Nations Commission on International Trade Law (UNCITRAL) Model Law. Some of the amendments include the restriction of courts' intervention in the stay of arbitration proceedings, provisions on admiralty disputes and the removal of the discrepancy between Bahasa Malaysia and the English language as the authoritative text. ✚
- **CORPORATE BONDS AND SUKUK GUIDELINES REVISED** In line with the Capital Markets Masterplan 2, Securities Commission Malaysia has revised the Private Debt Securities Guidelines, Trust Deed Guidelines and Sukuk Guidelines to enhance the regulatory framework for fundraising and product regulation in the private debt securities and *sukuk* markets. The revised guidelines supersede the Guidelines on the Offering of Private Debt Securities, Guidelines on the Offering of Islamic Securities, Guidelines on the Minimum Content Requirements for Trust Deeds and all related Practice Notes. ✚
- **CORPORATE GOVERNANCE BLUEPRINT 2011 LAUNCHED** Securities Commission Malaysia launched a 5-year Corporate Governance Blueprint 2011 on 8 July 2011. There are 35 broad recommendations to be implemented through the changes made to the Malaysian Code on Corporate Governance and the Listing Requirements which are expected to take effect early 2012. ✚
- **DOMESTIC VIOLENCE ACT AMENDED** Psychological and emotional abuse are finally recognised as a form of abuse with the amendments to the Domestic Violence Act 1994. Other noteworthy amendments include the specification of the mode of interim protection order sought against inciters, prohibition and restriction of the perpetrator's communication, and a mandatory act by the court to attach the warrant of arrest together with the protection order. ✚
- **ISA TO BE REPEALED** It has been announced that the Internal Security Act (ISA) 1960 is expected to be repealed next year. ✚
- **KOOTU FUNDS (PROHIBITION) ACT AMENDED** The Kootu Funds (Prohibition) Act has been amended and the amendments have taken effect from 16 August 2011. The gist of the amendment is to impose stiffer penalties on companies organising *kootu* or tontine schemes. Offences are now punishable with a fine of up to RM500,000 and a jail term of up to 10 years. ✚

- **MINIMUM WAGE TO BE INTRODUCED**

The passing of the National Wages Consultative Council Bill marks the introduction of a minimum wage in Malaysia. The Council is tasked to study matters related to minimum wages according to various sectors and types of employment. The Bill seeks to replace the Wages Council Act 1947. ✚

- **OUTSOURCING FOR CAPITAL MARKET INTERMEDIARIES GUIDELINES REVISED**

Securities Commission Malaysia revised the Guidelines on Outsourcing for Capital Markets Intermediaries on 9 August 2011 to strengthen investor protection measures and enable intermediaries to focus their core strengths by outsourcing their back office functions to service providers. Under the Guidelines, intermediaries are allowed to outsource to foreign service providers in order to create a business-friendly and efficient environment for intermediation activities. ✚

- **PREGNANT WOMAN WINS LANDMARK DISCRIMINATION CASE**

An untrained relief teacher had her services terminated after the district education officer learned of her pregnancy. The High Court ruled that the termination was unlawful under Article 8(2) of the Federal Constitution. This is the first time a civil servant had taken legal action against the government over gender discrimination at the workplace. ✚

- **SYARIAH LEGAL PROFESSION ACT**

The intention for the proposed Syariah Legal Profession Act is to regulate the practice of Syariah law and its legal practitioners. A Syariah Bar Council, like its counterpart, the Bar Council, has also been proposed. Scheduled to be tabled early next year, the Act also incorporates provisions on ethical issues concerning Syariah lawyers, legal fees and clients' welfare. ✚

- **SOLID WASTE AND PUBLIC CLEANSING MANAGEMENT ACT**

The Solid Waste and Public Cleansing Management Act 2007 has taken effect from 1 September 2011. Under the Act, companies which undertake the tasks of solid waste disposal and public cleaning works shall be gauged for its services according to the prescribed Key Performance Indicators (KPIs) stipulated by the government. The Act is, however, inapplicable to Penang, Selangor and Perak. ✚

FOREIGN FLASH

- **AMENDMENTS TO SINGAPORE CONVEYANCING RULES**

The Conveyancing (Miscellaneous Amendments) Act 2011 has been passed by the Singaporean government to better protect clients' monies from the risk of being siphoned by lawyers. Enforced on 1 August 2011, the new law prohibits lawyers from receiving and holding clients' monies in their normal client accounts. Monies would now be deposited into a Conveyancing Account to be opened with the banks appointed by the Ministry of Law or alternatively, clients may choose to engage conveyancing money services from the Singapore Academy of Law. Where complex deals are involved, solicitors for both parties are required to jointly open an escrow account. ✚

- **ANTI-CORRUPTION BILL FOR INDIA**

The controversial Citizens' Ombudsman Bill also known as the *Jan Lokpal* Bill, has been tabled in the lower house of India's Parliament. Citizens are allowed to approach the ombudsman to report corrupt federal ministers and bureaucrats who are protected from the present anti-graft laws. However, the Bill has drawn sharp criticisms because it excludes the Prime Minister and senior judges. ✚

- **APPLE-SAMSUNG ROW** Electronic titans, Apple and Samsung, are now embroiled in a patent row over the design of tablet devices. Apple claimed Samsung's *Galaxy* tablet phone is a 'slavish' copy of Apple's *iPad* and *iPhone* devices. Samsung retaliated with a counter-suit to seek compensation while Apple had filed an injunction to stop Samsung from marketing its smart phones and tablet devices. 
- **LANDMARK HONG KONG CASE** A Philippine domestic helper began her bid for permanent residency in Hong Kong. Evangeline Banao Vallejos who has worked in Hong Kong since 1986 made the application on the basis of equality and discrimination referring to Hong Kong's immigration laws which exclude 292,000 foreign domestic helpers from the category of those who may apply for permanent residence. 
- **NEW ARBITRATION ORDINANCE IN HONG KONG** The new Hong Kong Arbitration Ordinance has embodied a heavier influence of the UNCITRAL Model Law. The statute which took effect from 1 June 2011 now observes the following, namely, the abolition of the distinction between 'domestic' and 'international' arbitration, new codified obligation of confidentiality, promotion of alternative dispute resolution and the availability of interim measures. 
- **NEW YORK MARRIAGE EQUALITY ACT 2011 PASSED** New York has become the sixth and largest state to approve same-sex marriages in the United States. Gender is now no longer a basis to determine the validity of a marriage, government's treatment, legal protection, benefits, rights and the application of marriage licenses. 

BRIEFING...

ARBITRATION

ARBITRATION ACT AMENDED The Arbitration Act 2005 (the 2005 Act) brought Malaysia into the community of Model Law jurisdictions. In the five years since the 2005 Act came into force, certain ambiguities were found in it, which are now addressed in the Arbitration (Amendment) Act 2011 (the 2011 amendments). The 2011 amendments came into force on 1 July 2011.

NO INTERVENTION The issue of court intervention has always factored in an arbitration system. With the 2011 amendments, section 8¹ has been reworded to make it crystal clear that the courts are not to intervene except as provided for in the Act. This amendment brings the 2005 Act closer to the UNCITRAL² Model Law on international commercial arbitration (the Model law).

On the same note, section 42 which deals with reference on questions of law, has been amended to reduce intervention by the courts.

A SEAT OUTSIDE MALAYSIA The seat of arbitration determines the laws of the country that will govern the arbitration process and also the extent of any right of a party to challenge the arbitral award in court. Prior to the 2011 amendments, an ambiguity that existed in sub-sections 3(2) and (3)³ of the 2005 Act led to the contention that a stay should not be granted for an arbitration with a seat outside Malaysia. The 2011 amendments addressed this ambiguity in sub-sections 10(4)⁴ and 11(3)⁵ as they provide for the application of an international arbitration where the seat of arbitration is not in Malaysia.

1 *Extent of court intervention.*

2 United Nations Commission on International Trade Law.

3 Section 3 refers to *Application to arbitrations and awards in Malaysia.*

4 Section 10 refers to *Arbitration agreement and substantive claim in court.*

5 Section 11 refers to *Arbitration agreement and interim measures by the High Court.*

APPLICABLE LAWS Section 30 which deals with the law applicable to the substance of the dispute is amended to allow the parties to agree to the applicable laws to a domestic arbitration with a seat in Malaysia. The parties are therefore not confined to the laws of Malaysia. This amendment allows for the autonomy of the parties in arbitration and is a welcomed initiative.

RECOGNITION OF AWARD Previously, section 38⁶ allowed for the enforcement only of an award made in a 'domestic arbitration or an award from a foreign State', but not an award made in an international arbitration with a seat in Malaysia. The 2011 amendments now enable an award made in an international arbitration with a seat in Malaysia to be enforceable under section 38.

AGREEMENT TO ARBITRATE The Convention on the Recognition and Enforcement of Arbitral Awards (the New York Convention) in paragraph (1)(a) of article V provides that the validity of an arbitration agreement should be determined, in the absence of agreement, in accordance with the 'law of the country where the award was made'.

Prior to the 2011 amendments, the contents of para (ii) of subsection 39(1)(a)⁷ of the 2005 Act had not complied with the New York Convention as it then provided that the validity of an arbitration agreement was to be determined in accordance with the laws of Malaysia.

The 2011 amendments have resulted in the amendment of section 39 to ensure compliance with the New York Convention, by rewording the provision to include the words 'the State where the award was made'.

SEVERABILITY OF AWARD A significant impact of the 2011 amendments is that subsection 39(3) now allows for the severability of an award, enabling matters in the award that have been submitted to arbitration to be enforced, whilst matters in the award that have not been submitted to arbitration are not to be enforced.

This provision for severability reflects paragraph 2(a)(iii) of article 34⁸ of the Model Law and should be welcomed.

REMOVAL OF DISCREPANCY The amendment to section 51(2)⁹ of the 2005 Act is to remove a discrepancy between the English and Bahasa Malaysia text. Prior to the amendment, the Bahasa Malaysia version provided that the previous Arbitration Act 1952 (the 1952 Act) was to apply where the arbitration agreement was made or where the arbitral proceedings had commenced prior to 15 March 2006. The English text, on the other hand, provided that the 1952 Act applied only where the arbitral proceedings commenced prior to 15 March 2006, with no reference to the arbitration agreement.

Although a notification in the Gazette dated 21 February 2006 (PU(B) 61) under section 6 of the National Language Act 1963/67 provides that the authoritative text of the 2005 Act is the one in English, there were conflicting decisions by the High Court on which text was preferred.

The 2011 amendment to section 51(2) removed this discrepancy. Both texts of the 2005 Act now provide that the 1952 Act is to apply only where arbitral proceedings commenced prior to 15 March 2006 and no reference whatsoever is made to the arbitration agreement.

The new section 51(4) has been included to clarify that all court proceedings will be governed by the 2005 Act even if the arbitral proceedings commenced prior to 15 March 2006.

CONCLUSION The 2011 amendments have addressed various uncertainties, discrepancies and *lacunas* that existed in the 2005 Act. The amendments have, to a great extent, harmonised the 2005 Act with the Model Law. The amendments have also addressed specific concerns of the admiralty bar, which is of particular interest, as Peninsular Malaysia has a coastline on one of the world's busiest sea lanes, the Straits of Malacca.

With the 2011 amendments, Malaysia has become more arbitration friendly and we may anticipate less intervention by the courts. 

6 *Recognition and enforcement.*

7 Section 39 refers to *Grounds for refusing recognition or enforcement.*

8 Article 34 deals with *Application for setting aside as exclusive recourse against arbitral award.*

9 Section 51 deals with *Repeal and savings.*

BANKRUPTCY

BASIC POINTS OF BANKRUPTCY

Bankruptcy refers to proceedings where the Government, through an appointed officer, namely the Director-General of Insolvency, takes possession of a debtor's properties. The objective is to distribute it equitably amongst the debtor's creditors.

THE LAW Bankruptcy in Malaysia is governed by the Bankruptcy Act 1967 (the Act) whilst the Bankruptcy Rules 1969 (the Rules) is a supplemental legislation to the Act which governs procedural matters in general, meant for effective implementation of the objectives of the Act. The objective of bankruptcy laws is to vest all of the debtor's property and assets in the Director-General of Insolvency (DGI) and to distribute them equitably amongst his creditors.

DEFINITION OF 'DEBTOR' Section 3(3) of the Act provides that a debtor includes any person who, at the time of the act of bankruptcy, was personally present in Malaysia; or ordinarily resided or had a place of residence in Malaysia; or was carrying on business in Malaysia personally or through an agent; or was a member of a firm or partnership carrying on business in Malaysia. Persons who may be adjudicated a bankrupt include foreigners, diplomats¹⁰ and members of Parliament.

WHAT IS AN 'ACT OF BANKRUPTCY'? An act of bankruptcy is regarded as an 'event' which the law deems to be evidence that a debtor is unable to pay his debts as they fall due, and is therefore insolvent. It is on the basis of insolvency that a creditor will be entitled to petition for his debtor to be adjudicated a bankrupt. There are several acts of bankruptcy in the Act but the most common act relied upon is non-compliance with a bankruptcy notice served on a debtor by a creditor who has obtained a final judgment or order against him.

WHAT IS A BANKRUPTCY NOTICE? A

bankruptcy notice is a document issued by the court on the application of a creditor who has obtained a final judgment or order against the debtor. A bankruptcy notice serves as a demand against the debtor.

WHAT IS A CREDITOR'S PETITION?

A creditor may file a petition at the High Court when the debtor commits an act of bankruptcy. The creditor's petition must comply strictly with the Act and the Rules in order to avoid challenges as to the validity of the petition.

CONDITIONS WHEN PETITIONING FOR

BANKRUPTCY According to the Act, the debt due to the creditor must amount to at least RM30,000; the debtor must have committed an act of bankruptcy within six months immediately prior to the presentation of the petition; and the debtor must be domiciled in Malaysia or in any state or within one year before the date of presentation of the petition, had ordinarily resided or had a dwelling house or place of business in Malaysia or has carried on business in Malaysia personally or by an agent.

WHAT ARE RECEIVING ORDERS AND ADJUDICATION ORDERS?

When a creditor's petition is presented, a Receiving Order (RO) is made by the court for the protection of the estate of the debtor. When an RO is made, the DGI will be the receiver of the debtor's property and creditors, whose debts are provable in bankruptcy, are not allowed to commence any legal proceedings against the debtor without leave of the court. A debtor is declared bankrupt only when an Adjudication Order (AO) is made. An RO and an AO may be made at the same time, but when an AO is made, the DGI takes possession and control over the debtor's properties for distribution amongst the creditors.

¹⁰ Unless he enjoys immunity under the Diplomatic Privileges (Vienna Convention) Act 1966.

DISABILITIES OF A BANKRUPT A bankrupt, unless he obtains the sanction of the DGI, is not allowed to maintain any action, other than that for personal injuries. He must submit, once in every 6 months, an account of income and expenditure to the DGI. He must immediately report to the DGI receipt of any money, property or proceeds where the value exceeds RM500. He must also inform the DGI of any change in his home address. A bankrupt is also not allowed to leave Malaysia; neither is he allowed to carry on any business, either alone or in partnership.

Bankruptcy being a matter which affects not only the debtor and his creditors but also the general public, a duty is imposed upon the court to see that all the requirements of the Bankruptcy Act and rules have been observed. – In Re A Debtor (No 591 of 1934) [1935] 1 Ch 353

DISQUALIFICATION OF A BANKRUPT A bankrupt is not allowed to hold certain positions, which include that of Magistrate or Sessions Court Judge. He is not allowed to be appointed as trustee or director of a corporation. A bankrupt is also not allowed to carry on employment in certain disciplines such as law, architecture or engineering.

CONCLUSION Bankruptcy is not the *be all and the end all* of a person's status. A bankrupt may, at any time after being adjudged as one, apply to court for an order to discharge and the court shall fix a hearing date. At the hearing, the court shall consider the DGI's report on the bankrupt's conduct and affairs and public interests. The court will then make an order as it deems just in the circumstances. 

GENDER LAW

THE CURIOUS CASE OF APRIL

ASHLEY Much hue and cry has been made recently about the plight of transsexuals, with particular reference to 26 year-old Mohd Ashraf Hafiz Abdul Aziz who failed in his application to change his name to Aleesha Farhana after he had undergone a gender-reassignment surgery.

In this article, we examine the legal implications of a gender reassignment surgery and the legal limbo that transsexuals in Malaysia find themselves in.

WHO IS APRIL ASHLEY? On 10 September 1963, April Ashley and Arthur Corbett were married in Gibraltar. About a month later, the marriage was over. Three years later, April filed a maintenance suit but in 1967, Arthur challenged the validity of the marriage on the basis that April Ashley was born a man, and therefore, such union did not fall within the definition of marriage which was defined as a 'union between male and female'.

It appeared that April Ashley, who was born in 1935, was in fact born a male. Her name was George Jamieson and she had undergone a sex-change operation at the age of 35. The operation consisted of the amputation of the testicles and most of the scrotum, and the construction of an artificial vagina. Arthur Corbett knew of April's history, yet he filed a petition that the marriage be declared null and void.

The petitioner succeeded on the basis that the court recognised only the gender at birth, and regardless of a gender-reassignment surgery, the gender the person is born with, is the only gender recognised.

CORBETT V CORBETT The case is now famously known as *Corbett v Corbett*¹¹ which has been adopted as a precedent in most of the Commonwealth countries. The adoption of this precedent has resulted in an anomalous situation for transsexuals both in Malaysia and to a certain extent, our neighbour, Singapore.

GENDER AND THE LAW Gender defines the very essence of our existence. Most of our laws are very much gender-delineated. The most obvious is the law governing marriage. Non-Muslims who choose to marry have no choice but to enter into a monogamous marriage. A monogamous marriage is defined in section 3 of the Interpretation Acts 1948 & 1967 as follows:

...a marriage which is recognised by the law of the place where it is contracted as a voluntary union of one man and one woman to the exclusion of all others during the continuance of the marriage.

Hence a marriage which is not between a male and female respectively is deemed to be null and void as provided for in section 69 of the Law Reform (Marriage & Divorce) Act 1976.

Other laws which are gender-specific include criminal law with particular reference to criminal force¹², rape¹³, kidnapping or abducting a woman to compel her marriage¹⁴, enticing or taking away or detaining with a criminal intent a married woman¹⁵, cohabitation caused by a man deceitfully inducing a belief of lawful marriage¹⁶, punishment for criminal intimidation¹⁷ and insulting the modesty of a woman¹⁸. The type of punishment meted out is also gender-specific as section 289 of the Criminal Procedure Code disallows the caning of women.

11 [1970] 2 All ER 33

12 Section 350 of the Penal Code.

13 Section 376 of the Penal Code.

14 Section 366 of the Penal Code.

15 Section 498 of the Penal Code.

16 Section 493 of the Penal Code.

17 Section 506 of the Penal Code.

18 Section 509 of the Penal Code.

THE MALAYSIAN DILEMMA The issue that appears to be at the heart of the problem is the absence of a definition of gender. Thus, the reference to *Corbett v Corbett*. In *Corbett v Corbett*, the factors that were taken into consideration in determining the gender of a person were chromosomal, gonadal, genital and psychological.

In Malaysia, the courts were forced to address this issue in two separate cases. In *Wong Chiou Yong v Pendaftar Besar/ Ketua Pengarah Jabatan Pendaftaran Negara*¹⁹, a female to male transsexual applied to the Registrar of Births and Deaths to amend his birth certificate and identity card to reflect the change in gender. The application was made on the ground that there was an error in the entry of the register book. The relevant provisions are section 27 of the Births and Deaths Registration Act 1957 and section 6 of the National Registration Act 1959. Section 6 allows for corrections and alterations to be made to the register and identity card, but section 27 stipulates that the basis for the correction or alteration should be an error.

The High Court refused to order the alteration to be made on the ground that there was no error made to the register when registering the gender of the applicant, since the applicant was in fact born a female. The strict letter of the law was therefore adhered to.

On the issue of the gender-reassignment surgery, it was held that such procedure had no effect on the status of the applicant's true gender. *Corbett v Corbett* was referred to and followed. Although the court adopted the traditional approach in dismissing the applicant's application, Justice VT Singham appeared to empathise with the plight of transsexuals when he said:

Although the applicant and the transsexuals cannot be left to live in legal limbo but however the remedy for registration as to their current gender is with Parliament and not the courts as any fact changed in the registration of transsexual must be introduced by Act of Parliament and cannot probably be made by judicial pronouncement.

19 [2005] 1 CLJ 62, HC.

It is interesting to note the contrary approach taken by Justice James Foong in *J-G v Pengarah Jabatan Pendaftaran Negara*²⁰. The plaintiff was born a male but had undergone a gender-reassignment surgery when he was 22 years old. The plaintiff's application for a *MyKad* however was faced with obstacles when she was told that the *MyKad* would state the plaintiff's gender as male.

The court took into account the four factors stipulated in *Corbett v Corbett* but was of the view that the psychological factor was not given enough significance. Reference was also made to cases from Australia, in particular *AG for the Commonwealth v Kevin & Ors*²¹. In doing so, the court arrived at the conclusion that 'when a person's gender identification differs from his or her biological sex, the former should, in all cases, prevail. It would allow that all transsexuals would be treated in law according to the sex identification, regardless of whether they had undertaken any medical treatment to make their bodies conform with the identification, thus upholding the principle that we do not determine sex; in medicine we determine sex in which it is best for the individual to live.'

The psychological factor played an important role in the decision of the High Court in allowing the plaintiff's application. After considering the evidence from the medical experts, it was stated by Justice James Foong:

They have considered the sex change of the plaintiff as well as her psychological aspect. She feels like a woman, lives like one, behaves as one has her physical body attuned to one and most important of all, her psychological thinking is that of a woman.

THE AUSTRALIAN POSITION In Australia, the case of *AG of the Commonwealth v Kevin* is a landmark decision. Kevin, a female to male transsexual who had intended to marry a woman, wrote to the Attorney General asking whether their proposed marriage would be legal. After receiving an inconclusive response, the couple went ahead and married but subsequently sought a declaration from the Family Court on the validity of their marriage.

Justice Chislm of the Family Court of Australia finally put the *Corbett* decision to rest when he said that that case did not represent Australian law. In fact his Lordship considered factors such as the person's life experiences, including the sex in which he or she is brought up and the person's attitude to it; the person's self-perception as a man or woman; and the extent to which the person is functioned in society as a man or a woman.

THE SINGAPORE SITUATION In Singapore, the case that dealt with the legal impediment to the marriage of a transsexual is *Lim Ying v Hiok Kian Ming, Eric*²². A petition for divorce was filed by the petitioner wife on the ground that her husband was a female to male transsexual. In relying on *Corbett v Corbett*, it was held that the petitioner was entitled to a decree of nullity declaring that the marriage solemnised between the petitioner and the respondent was *void ab initio* by reason that the parties to the marriage were both female.

The effect of the case resulted in the amendments in 1996 to the Women's Charter of Singapore. The amendments were explained by Parliament as a practical and humane response to the problems faced by transsexuals. Section 12(2) of the Women's Charter now allows for a marriage to be solemnised between a person who has undergone a sex re-assignment procedure and any person of the opposite sex.

CONCLUSION It appears that whilst gender reassignment surgeries are not illegal in Malaysia, there are legal impediments arising from the result of such procedure. Calls have been made from several quarters to address the 'legal limbo' that transsexuals find themselves in.

In Malaysia, however, although certain groups have been quite zealous in their efforts to address the issue, even citing Scandinavian countries as models²³ to emulate, it must be borne in mind that religious and cultural sensitivities are factors that cannot be ignored. 

20 [2005] 4 CLJ 710, HC.

21 [2003] FAM CA 94.

22 [1992] 1 CLJ 569.

23 In some of these countries, gender-recognition certificates are provided to transsexuals to facilitate their professional and personal affairs.

CONTRACTS

THE MINORITY REPORT In recent months, it has been reported that minors have been entering into contracts but have subsequently refused to honour them on the basis that they do not have the capacity to enter into such contracts.

From mobile subscriptions to marriages, we examine the legal implications of contracts entered into by minors.

THE AGE OF MAJORITY Section 2 of the Age of Majority Act 1971 (the AMA) prescribes the age of 18 as the age of majority. This means that anyone below 18 is a minor. Only those who have attained the age of majority are competent to enter into contracts. This is provided for in section 11 of the Contracts Act 1950 (the Contracts Act) which reads:

Every person is competent to contract who is of the age of majority according to the law to which he is subject...

NECESSARIES Although all contracts entered into by minors, including a contract for necessities, are void, section 69 of the Contracts Act allows a person who has supplied necessities to a minor to receive reimbursement from the property of the minor. Examples of necessities include food, clothing and lodging.

SCHOLARSHIPS The concept of necessities was referred to in *Government of Malaysia v Gurcharan Singh* where the issue that arose was whether a scholarship contract fell within 'necessaries'. That question was answered in the affirmative. The law was amended as a result of the case to make it clear. The Contracts (Amendment) Act 1976 now provides that notwithstanding anything to the contrary contained in the Contracts Act 1950, a scholarship agreement entered into by a minor is valid.

MARRIAGES In December 2010, the news of Siti Maryam Mahmood stirred a heated debate when the 14-year old appeared in

the local dailies, participating in a *1Malaysia* wedding reception organised by the Federal Territory Islamic Affairs Department.

Although under-aged marriages are allowed for Muslims with permission from the Syariah Courts, many questions were raised about non-Muslim under-aged marriages.

The courts have always recognised a marriage contract as an exception to the general rule that contracts entered into by minors are void. In fact section 4(a) of the AMA provides that nothing in the Act shall affect the capacity of any person to act in the following matters, namely, marriage, divorce, dower and adoption. For non-Muslims, therefore, those below the age of 18 may enter into a marriage provided they comply with the provisions of the Law Reform (Marriage & Divorce) Act 1976.

*In my view of the circumstances of this case, the provision of professional or vocational training for the first defendant in a Teachers' Training Institution to enable him to qualify for and accept the appointment as a teacher is a provision for necessities. It follows that in my judgment I must find the first defendant liable for the repayment of the sums expended on his education and training as being expended on necessities – Chang Min Tat J in *Government of Malaysia v Gurcharan Singh*.*

INSURANCE A further exception is provided when a minor enters into an insurance contract. According to section 153 of the Insurance Act 1996, a minor who has reached the age of 16 may enter into a contract of insurance and if he is between 10 and 16, he may do so as well but with the consent in writing of his parent or guardian.

CONCLUSION It may be worth being cautious when entering into a contract with a minor. If doubts arise, one should ask the contracting party to state his age and if he is a minor, it may be wiser to insist that his guardian should become a party to the contract. 

MONEYLENDING

AMENDMENTS TO THE MONEYLENDERS ACT

Loose enforcement provisions and the lack of legislation against specific offences are the reasons why the amendments to the Moneylenders Act 1951 (the Act) were made.

The amendments to the Act took effect from 15 April 2011.

THE AMENDMENTS Since it was introduced, the Moneylenders Act 1951 (the Act) has undergone several amendments including those made in 2003 and 2011. The authorities were of the view that the recent amendments are important and inevitable in order to protect the interests of the public. Many negative comments and bad press concerning *Ah Long*²⁴ issues have been highlighted, and the amendments were made in view of curbing this problem.

THE APPLICATION The 2011 amendments have extended the application of the Act from only Peninsula Malaysia to the whole of Malaysia, including Sabah and Sarawak.

UNLICENSED MONEYLENDERS Section 5(1) of the Act is now amended to increase the minimum fine from RM20,000 to RM250,000 and the maximum from RM100,000 to RM1million for carrying on the business of money-lending without a licence (or an expired licence). The increase in fines and penalties is necessary as the previous sanctions 'were too light and did not commensurate with the crime committed.'²⁵ In connection with unlicensed moneylenders, section 29AA is introduced to address those assisting unlicensed moneylenders, in that they would be liable to a maximum

imprisonment of two years or a maximum fine of RM20,000 or both. The word 'assist' however, is not clear, bearing in mind that in the context of the Penal Code, words such as 'abetting'²⁶ and 'conspiring' are used instead. One wonders, therefore, whether the word 'assist' is synonymous to 'abet'. It should be noted that section 29AA provides a lesser punishment for a person 'assisting' the unlicensed moneylender. The question that arises is why this should be the case as there is no reason for not prescribing a sanction equal to that imposed for the commission of the offence itself.

HARASSMENT FROM MONEYLENDERS

Section 29B of the Act which deals with harassment or intimidation of the borrower has been amended to prescribe enhanced penalties from a maximum fine of RM100,000 to that of RM250,000 and from a jail-term of 15 months to one of 3 years.

NOTIFICATION OF CHANGES

Section 9G is introduced to regulate any change made to the money-lending business. The Registrar must be informed of any change of name of business or the addition of a partner or director to the partnership. Approval must be obtained from the Registrar for such changes.

CANVASSING FOR BUSINESS

Section 27A is incorporated to prohibit the moneylender from having any agent or canvasser employed in their business. This is to discourage the public from borrowing money unnecessarily.

REWARD Unlike other criminal statutes, the amendments provide a reward for informers. This reward scheme is introduced in section 29I. This unique approach was made to assist the government in reducing offences relating to money-lending in the country. The jury is still out on whether a reward system would work. Who is to say that whilst the law may reward you with RM 1,000, the moneylenders will not triple that amount for you to keep your mouth shut!

24 *Ah Long* is a popular term used to describe moneylenders.

25 Datuk Chor Chee Heung (Minister of Housing and Local Government) during the Second Reading of the Bill.

26 Section 107 of the Penal Code.

PRACTICE & PROCEDURE

**THE VEXATIOUS LITIGANT...
PERSEVERANT OR SIMPLY**

STUBBORN? Very recently, the High Court, in a dispute between Matthias Chang and American Express (M) Sdn Bhd, declared the former to be a vexatious litigant on the basis that he filed numerous suits against the latter.

Who is a vexatious litigant and when does a litigant become one? We attempt to answer these questions in this article.

THE CONSTANT LITIGANT Perseverance is when one remains firm in pursuing a cause that one believes to be just but it becomes vexatious when the claim is unfounded or unreasonable to the point that it constitutes an abuse of the judicial system.

Certain litigants become obsessed with their claims, heaping all their time and resources into trying to achieve their aim even when nothing is in favour of their cause. It develops into a nuisance when litigants sue for almost everything that they think is worthy even when the cause is frivolous or baseless. They tend to file unmeritorious claims, refuse to settle out of court, extend time limits and initiate frivolous appeals.

With every vexatious suit filed, voluminous paperwork follows and countless hours are wasted on preparing the documentation. Unnecessary legal costs are also incurred which are burdensome to both sides and may even result in bankruptcy.

DE CLERAMBAULT'S SYNDROME? In *Sim Kooi Soon v Malaysia Airlines System (No.2)*²⁷, the litigant, Sim Kooi Soon, was declared a vexatious litigant by the Court of Appeal for filing several review applications of the same

nature. Abdul Malik Ishak JCA commented that Sim Kooi Soon exhibited symptoms of *de Clerambault's* syndrome²⁸, a disorder named after psychiatrist, Gaetan Gatian de Clerambault.

CONTEMPT OF COURT Vexatious litigants may even be slapped with contempt of court suits like the appellant in *Hardial Singh Sekhon v PP*²⁹. The litigant had filed several suits without leave of the court and as a result, charges for contempt proceedings were framed against him.

PERSEVERANCE V VEXATIOUS

The question that arises is when does perseverance become vexatious? How does the court differentiate a genuine attempt to expose flaws in the justice system from an abuse of the judicial process? A vexatious order could potentially breach an individual's human rights in seeking justice. The court in *Vijayalakshimi Devi Nadchatiram v Mahadevi Nadchatiram & Anor*³⁰ applied the principle of 'he who seeks equity must come with clean hands.' The plaintiff in this case was found to have materially misled the court by being untruthful and failing to disclose the true facts to the court. The plaintiff filed unnecessary applications to prevent the defendants from exercising their constitutional rights. The court was of the view that the plaintiff 'is a vexatious litigant and concluded that no court will aid a man to derive advantage from his own wrong'.

MATTHIAS CHANG V AMERICAN EXPRESS (M) SDN BHD

In *Matthias Chang v American Express (M) Sdn Bhd*, the High Court in July declared Matthias Chang a vexatious litigant on the basis that he had filed numerous claims against American Express (M) Sdn Bhd. Chang is now stopped from instituting any legal proceedings in any court against American Express without leave of a judge.

He has however filed a motion for leave to appeal to the Court of Appeal.

27 [2010] 9 CLJ 936, CA.

28 A disorder also called *erotomania* where the person is deluded into thinking that someone is in love with him.

29 [2009] 5 CLJ 101

30 [2002] 6 CLJ 185

BRIEF-CASE...

CONSTITUTIONAL LAW/ LEGAL

PROFESSION – Change of solicitors – Right to select own solicitor – Right to be heard

SYED JALALUDDIN SYED AHAMED MALIK V FOO SUN ENTERPRISE & OTHER APPEALS [2011] 5 CLJ 580, High Court

FACTS The plaintiffs/ appellants filed a negligence suit against the respondent for reckless driving. They were initially represented by a solicitor. On the second day of the hearing, they sought an adjournment as they wanted to appoint a new solicitor. The court granted the adjournment. However, at the subsequent hearing, the plaintiffs asked for another adjournment as the previous solicitor refused to allow the new solicitor to take over the matter. The sessions court refused to grant the adjournment and dismissed the plaintiffs' claim on the ground that they failed to prove it. The plaintiffs appealed.

ISSUE The issues for consideration were (i) whether appointing a new solicitor was a sufficient basis to refuse adjournment; and (ii) whether the rights of the appellants were affected by the decision of the trial judge.

HELD The court allowed the appeal as this was not a case where the appellants were still looking for new solicitor. The notice of change of solicitor could not be filed due to the non-consent of the previous solicitor. It was a genuine predicament and sufficiently established the ground to grant an adjournment. This was not a case of one adjournment after another. Since the trial judge overlooked the merits of the case, the appellants suffered a grave injustice and were denied the right to be represented by counsel of their own choice and more importantly, their right to be heard.

REVENUE LAW – Stamp duty – Refund – Sale and purchase agreement terminated – Failure to obtain financing – Meaning of 'inability' – Stamp Act, section 57

GALAXY ENERGY TECHNOLOGIES SDN BHD V TIMBALAN PEMUNGUT DUTI SETEM, MALAYSIA & ANOR
[2011] 5 CLJ 829, Court of Appeal

FACTS The appellant entered into a sale and purchase agreement (SPA) with the vendor to purchase a piece of land. The balance purchase price was to be paid within 90 days. The first respondent (the Collector) assessed the stamp duty at RM78,600. The appellant paid accordingly. The SPA was, however, subsequently terminated by the vendor since the appellant was unsuccessful in obtaining a loan to pay the balance purchase price. The vendor forfeited the deposit and earnest money paid and requested the return of the executed memorandum of transfer. The appellant then applied for a refund of the stamp duty pursuant to section 57(f)(iii) and (iv) of the Stamp Act 1949 (the Act). The Collector rejected the application on the ground that failure to obtain a source of financing to pay the balance purchase price was not a basis to refund stamp duty under the Act. The appellant applied for a judicial review of the Collector's decision but it was dismissed by the High Court. The appellant appealed against the dismissal.

ISSUE The issue was whether the appellant's case came within the meaning of 'inability' under section 57(f)(iv) of the Act.

HELD The court allowed the appellant's appeal. Whether a person comes within the meaning of the word 'inability' in section 57(f)(iv) of the Act is a question of fact. The appellant's failure to complete the SPA due to his unsuccessful loan application was in fact an 'inability' within the meaning of section 57(f)(iv) of the Act.

TORT – Details of bankruptcy provided to financial institution – Whether defamatory - Justification – Qualified privilege.

HAJI SALLEH HJ JANAN V FINANCIAL INFORMATION SERVICES SDN BHD [2011] 1 LNS 1819, Court of Appeal

FACTS The plaintiff, a businessman, who was adjudged a bankrupt twice before, had both bankruptcy orders rescinded and annulled. The plaintiff subsequently applied for a loan from two financial institutions. The defendant, a company which provides information on credit and financial standing, supplied information on the plaintiff's bankruptcies to the financial institutions, giving the impression that the plaintiff was still a bankrupt. The defendant's act was known to the plaintiff and the latter sued for libel after the defendant did not accede to his demand for compensation and apology. The High Court dismissed the plaintiff's claim and the plaintiff appealed.

ISSUE The issues were (i) whether the information was defamatory; (ii) whether the defendant was entitled to the defence of justification; and (iii) whether the defendant was entitled to the defence of qualified privilege.

HELD In allowing the plaintiff's claim, the court held that the information provided was in fact defamatory. The defendant had failed to justify that the plaintiff was a bankrupt on the relevant date and had failed to act *bona fide* when it did not make an effort to find out the current and actual status of the plaintiff from the Insolvency Office. As such, the defence of qualified privilege was inapplicable.

PARTNERSHIP – Partnership of solicitors – Dishonesty of a partner – Whether all partners liable

ORIENTAL BANK BHD V NORDIN HAMID & ORS [2011] 5 CLJ 237, Court of Appeal

FACTS The plaintiff, a lender bank, appointed the defendants as its solicitors to handle three foreclosure proceedings in respect of three account holders who had defaulted in their loan repayment. After the property of the three account holders were auctioned, the net proceeds from the auction sale of one of the accounts were remitted after a delay of almost two years, while no net proceeds were remitted for the other two accounts. The plaintiff filed a suit against the defendants. In related disciplinary proceedings conducted under the Legal Profession Act 1976, the first defendant admitted that he alone was responsible. The High Court dismissed the plaintiff's claim and ruled that the second, third and fourth defendants were not liable as the breach of trust was committed by the first defendant alone. The plaintiff therefore appealed.

ISSUE The issues were whether the High Court was right to focus solely on the issue of breach of trust by an individual and whether the fourth defendant, who was not a partner at the material time, was liable as well.

HELD The court allowed the plaintiff's appeal. The High Court erred in its finding that the claim was based solely on breach of trust. The plaintiff's claim was confined to money received and on the liability of the partners under the Partnership Act 1961. Although the fourth defendant was made a partner only after the material time, he was liable so long as the firm's obligation to make restitution to the plaintiff was continuing. Therefore, the second, third and fourth defendants were liable jointly and severally to return the money received by the firm.

BRIEF-UP...

ARBITRATION (AMENDMENT) ACT 2011

No
A718

Date of coming into operation
1 July 2011

Amendment
Sections 2, 8, 10, 11, 30, 38, 39, 42 and 51

Notes
See article on page 4.

NATIONAL VISUAL ARTS DEVELOPMENT BOARD ACT 2011

No
A1397

Date of coming into operation
16 August 2011

Amendment
Section 3

Notes
The gist of the amendment is to impose stiffer penalties on companies organising kootu or tontine schemes. Offences are now punishable with a maximum fine of RM500,000 and a jail term of up to 10 years.

NATIONAL SPORTS INSTITUTE ACT 2011

No
729

Date of coming into operation
16 September 2011

KOOTU FUNDS (PROHIBITION) (AMENDMENT) ACT 2011

No
724

Date of coming into operation
27 August 2011

Notes
An Act to establish the National Visual Arts Development Board and National Visual Arts Gallery, to provide for the acquisition, preservation, exhibition and advancement of works of visual arts in Malaysia and for matters connected therewith, to repeal the National Art Gallery Act 1959, to dissolve the Board of Trustees of the National Art Gallery and to provide for consequential and incidental matters.

VALUERS, APPRAISERS AND ESTATE AGENTS (AMENDMENT) ACT 2011

No
A1404

Date of coming into operation
19 August 2011

Amendment
Sections 2, 4, 10, 12, 16, 17, 19, 21, 22A, 22C, 23, 24, 25, 29, 30 and 31

Introduction
Sections 10A, 17A and 22E

RULES OF THE FEDERAL COURT (AMENDMENT) 2011

No
PUA 208/2011

Date of coming into operation
1 March 2011

Notes
Amendments include provisions on electronic filing, revision of interest rate from 8% to 4%, and witnesses' statements.

RULES OF THE COURT OF APPEAL (AMENDMENT) 2011

No
PU(A) 209/2011

Date of coming into operation
1 March 2011

Notes
Amendments include provisions on electronic filing, revision of interest rate from 8% to 4%, and witnesses' statements.

SUSTAINABLE ENERGY DEVELOPMENT AUTHORITY ACT 2011

No
726

Date of coming into operation
1 September 2011

Notes
An Act to provide for the establishment of the Sustainable Energy Development Authority of Malaysia and to provide for its functions and powers and for related matters.

RULES OF THE HIGH COURT (AMENDMENT) 2011

No
PU(A) 210/2011

Date of coming into operation
1 March 2011

Notes
Amendments include provisions on electronic filing, revision of interest rate from 8% to 4%, and witnesses' statements.

STREET, DRAINAGE & BUILDING (AMENDMENT) ACT 2007

No
A1286

Date of coming into operation
1 September 2011

Amendment
Sections 3, 58, 65, 70, 70A, 70B, 75, 85A, 127 and 133

Substitution
Section 123

SUBORDINATE COURT (AMENDMENT) RULES 2011

No
PU(A) 211/2011

Date of coming into operation
1 March 2011

Notes
Amendments include provisions on electronic filing, revision of interest rate from 8% to 4%, and witnesses' statements.

SOLID WASTE & PUBLIC CLEANSING MANAGEMENT ACT 2007

No
672

Date of coming into operation
1 September 2011

Notes
An Act to provide for and regulate the management of controlled solid waste and public cleansing for the purpose of maintaining proper sanitation and for matters incidental thereto.

**GUIDELINES/RULES/CIRCULARS/
DIRECTIVES /PRACTICE NOTES
ISSUED BETWEEN
JULY 2011 AND SEPTEMBER 2011
BY BURSA MALAYSIA, SECURITIES
COMMISSION MALAYSIA AND
BANK NEGARA MALAYSIA**

BURSA MALAYSIA

- Amendments to the Rules of Bursa Malaysia Securities Berhad in relation to the Outsourcing Arrangements of a Participating Organisation – *Effective Date: 9 August 2011*
- Amendments to the Rules of Bursa Malaysia Securities Clearing Sdn Bhd in relation to the Guidelines on Outsourcing for Capital Market Intermediaries – *Effective Date: 9 August 2011*
- Amendments to the Rules of Bursa Malaysia Derivatives Berhad in relation to the Outsourcing Arrangements of a Trading Participant – *Effective Date: 9 August 2011*
- Amendments to the Rules of Bursa Malaysia Derivatives Clearing Berhad in relation to the Guidelines on Outsourcing for Capital Market Intermediaries – *Effective Date: 9 August 2011*
- Amendments to the Rules of Bursa Malaysia Depository Sdn Bhd in relation to the Guidelines on Outsourcing for Capital Market Intermediaries – *Effective Date: 9 August 2011*
- Directives on Material Outsourcing Arrangements by Market Intermediaries applicable to Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad and Bursa Malaysia Depository Sdn Bhd – *Effective Date: 9 August 2011*

- Frequently Asked Questions for Non-Trading Clearing Participants, Direct Clearing Participants and Authorised Direct Members – *Date Issued: 9 August 2011*
- Amendments to the Rules of Bursa Malaysia Securities Berhad in relation to Direct Market Access for Equities – *Effective Date: 5 September 2011*

SECURITIES COMMISSION (SC)

- Guidelines issued under Sukuk – Guidelines on Islamic Securities – *Effective Date: 12 August 2011*
- Guidelines issued under Bond – In relation to Debt Securities – Guidelines on Private Debt Securities – *Effective Date: 12 August 2011*
- Guidelines issued under Bond – In relation to Debt Securities – Guidelines on Trust Deeds – *Effective Date: 12 August 2011*
- Guidelines issued under Equity – Equity Guidelines – *Date Updated: 10 August 2011*
- Guidelines issued under Stockbroking – Guidelines on Outsourcing for Capital Market Intermediaries – *Effective Date: 9 August 2011*
- Guidelines issued under Collective Investment Schemes – In relation to Real Estate Investment Trusts – Guidelines on Real Estate Investment Trusts – *Date Updated: 13 July 2011*
- Corporate Governance Blueprint 2011 – *Date Launched: 8 July 2011*

BANK NEGARA MALAYSIA (BNM)

- Guidelines & Circulars Listing – Guidelines issued under Banking – In relation to Capital Adequacy – Capital Adequacy Framework for Islamic Banks – **Date Updated: 26 July 2011**
- Guidelines & Circulars Listing – Guidelines issued under Banking – In relation to Capital Adequacy – Guidelines on Recognition and Measurement of Profit Sharing Investment Account (PSIA) as Risk Absorbent – **Date Updated: 26 July 2011**
- Guidelines & Circulars Listing – Guidelines issued under Banking – In relation to Capital Adequacy – Risk-Weighted Capital Adequacy Framework and Capital Adequacy Framework for Islamic Banks (General Requirements and Capital Components) – **Date Updated: 26 July 2011**
- Guidelines & Circulars Listing – Guidelines issued under Banking – In relation to Prudential Limits & Standards Guidelines on Data Management and MIS Framework – **Date Updated: 5 September 2011**
- Guidelines & Circulars Listing – Guidelines issued under Insurance & Takaful – In relation to Prudential Limits & Standards – Guidelines on Data Management and MIS Framework – **Date Updated: 5 September 2011**

ZRp IN-BRIEF...

The ZRp Brief is published for the purposes of updating its readers on the latest development in case law as well as legislation. We welcome feedback and comments and should you require further information, please contact the Editors at:

mariette.peters@zulrafique.com.my

serene.sam@zulrafique.com.my

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The contributors for this **Brief** are:

- *Tan Sri Dato' Cecil Abraham*
- *Mariette Peters*
- *Thaya Baskaran*
- *Serene Sam*
- *M Gandhi Mohan*
- *Iris Koh*
- *Mohamad Amir Mohamad Zain*
- *Mohamad Siddiq Mohd Azani*
- *Carole Ngu*

ZRP FAMILY DAY...

ZUL RAFIQUE & partners held its Family Day at the Sunway Lagoon Theme Park on 23 July 2011.



Our Managing Partner, *Dato' Zulkifly Rafique*.



Rishwant Singh (in bandana) leading the tug of war.



From left: *Imran Ismail*, *Khairuzzaman Muhammad* and *Fadhil Ihsan* taking it easy.



Our very own GLEE Club.



Dazrin Darbi displays his winning ways.



We are the champions...