

FACTORS AND STRATEGIES TO OVERCOME LOW ADOPTION OF
ADJUDICATION IN MALAYSIA

DANIEL ISKANDAR SULAIMAN BIN RASIDI

A thesis submitted in fulfilment of the
requirements for the award of the degree of
Master of Science (Construction Contract Management)

Faculty of Built Environment and Surveying
Universiti Teknologi Malaysia

AUGUST 2022

DEDICATION

This thesis is dedicated to my mother, Affizal binti Ahmad, who have been supporting me and my decision, which in turn has brought me to where I am today. On the day she received her doctorate in psychology, she brought motivation to both her younger sister, in which has inspired them so much until both of them also received their doctorate in microbiology and economy, respectively. My goal in life may not be to receive a doctorate myself, but if I am able to inspire others just like my mother inspired her family members, that is all I ask for.

Also, I dedicate this thesis to my father, Rasidi bin Naim, who have been supporting me from the shadow since I was young. Even though financially unstable, he was able to support all my education finance.

Lastly, I dedicate this thesis to my both of my aunties, Siti Aqlima binti Ahmad and Afiain binti Ahmad, for taking care of me during times when my parents were not available.

ACKNOWLEDGEMENT

In preparing this thesis, I was in contact with many people, researchers, academicians, and practitioners. They have contributed towards my understanding and thoughts. In particular, I wish to express my sincere appreciation to my main thesis supervisor, Dr. Hamizah Liyana Binti Tajul Ariffin, for encouragement, guidance, and critics.

I wish both of my parent many thank you for helping me finish this thesis by giving me support, encouragement, and wisdom.

ABSTRACT

Issues related to payment have long been known to exist in the construction industries all around the world. To tackle payment issues, each country has devised their own form of Security of Payment (SOP). Each form of Security of Payment from different countries are however not the same from one another. For Malaysia, a particular act had been gazetted back in the year of 2012 on the 22nd of June by the Ministry of Works. However, the act was only implemented three years later in 2015 on the 15th of April. This Security of Payment act is known as the Construction Industry Payment and Adjudication Act (CIPAA). Even though it has already been seven years since CIPAA established, the act and all its features are still relevantly new to the Malaysian construction industry players. The reason for this statement is that payment issue still exists even after the launch of CIPAA. In 2016, research was conducted to find the current statistic related to payment issues in Malaysian construction industries. It was later revealed that 91% of the respondent agreed that issues related to payment is still ongoing and is becoming a great burden in the industry. Not only that, but the same research also found that 81% of the payment issue are related to private projects while the other 19% are payment issues related to government projects (Abdul et al., 2016). This research has two objectives. The first objectives of the research are to determine the challenges that contractors face when dealing with late payment using CIPAA. The second objective is to determine ways to assist contractors that are dealing with payment issues through adjudication. The scope of this research will cover the responses of contractors in the Malaysian construction industries in relation to the use of the CIPAA as an instrument to tackle payment issues as well as the means to encourage and ease the contractor to adjudication. This research thesis is significant because, at the end of the research, the factor that causes the contractor and subcontractor to not use the Construction Industry Payment and Adjudication Act to tackle payment issues can be identified. Other than that, the ways to assist contractors that are dealing with payment issues through adjudication can also be identified so that they can be implemented in the real world of the Malaysian construction industry. This research will be separated into five phases in which will include initial analysis, literature review, collecting information and data, analyzing information and data, and finally discussion and conclusion. For the first objective, the method of collecting information and data will be by questionnaire. For the second objective, the method of collecting information and data will be by interviews. In conclusion, the challenges that contractors face when dealing with late payment using the Construction Industry Payment and Adjudication Act are related to the cost of adjudication itself. As for the second objective, assistance from legal personnel, lawyer or the AIAC make video tutorial related to adjudication, AIAC modifying the CIPAA form to be more user-friendly, and company hosting seminar related to CIPAA are some of the ways to assist contractors that are dealing with payment issues through adjudication.

ABSTRAK

Isu berkaitan pembayaran telah lama diketahui wujud dalam industri pembinaan di seluruh dunia. Untuk menangani isu pembayaran, setiap negara telah merangka bentuk Keselamatan Pembayaran (SOP) mereka sendiri. Setiap bentuk Keselamatan Pembayaran dari negara yang berbeza bagaimanapun tidak sama antara satu sama lain. Bagi Malaysia, akta tertentu telah diwartakan pada tahun 2012 pada 22 Jun oleh Kementerian Kerja Raya. Bagaimanapun, akta itu hanya dilaksanakan tiga tahun kemudian pada 2015 pada 15 April. Akta Keselamatan Pembayaran ini dikenali sebagai Akta Pembayaran dan Pengadilan Industri Pembinaan (CIPAA). Walaupun sudah tujuh tahun sejak CIPAA ditubuhkan, akta itu dan semua cirinya masih relevan kepada pemain industri pembinaan Malaysia. Sebab bagi kenyataan ini ialah isu pembayaran masih wujud walaupun selepas pelancaran CIPAA. Pada tahun 2016, penyelidikan telah dijalankan untuk mencari statistik semasa berkaitan isu pembayaran dalam industri pembinaan Malaysia. Ia kemudiannya mendedahkan bahawa 91% daripada responden bersetuju bahawa isu berkaitan pembayaran masih berterusan dan menjadi beban besar dalam industri. Bukan itu sahaja, malah kajian yang sama juga mendapati 81% daripada isu pembayaran adalah berkaitan projek swasta manakala 19% lagi adalah isu pembayaran berkaitan projek kerajaan (Abdul et al., 2016). Penyelidikan ini mempunyai dua objektif. Objektif pertama penyelidikan adalah untuk menentukan cabaran yang dihadapi oleh kontraktor apabila berurusan dengan pembayaran lewat menggunakan CIPAA. Objektif kedua adalah untuk menentukan cara untuk membantu kontraktor yang menangani isu pembayaran melalui adjudikasi. Skop penyelidikan ini akan meliputi maklum balas kontraktor dalam industri pembinaan Malaysia berhubung dengan penggunaan CIPAA sebagai instrumen untuk menangani isu pembayaran serta cara untuk menggalakkan dan memudahkan kontraktor membuat keputusan. Tesis kajian ini penting kerana, di akhir penyelidikan, faktor yang menyebabkan kontraktor dan subkontraktor tidak menggunakan Akta Pembayaran dan Adjudikasi Industri Pembinaan untuk menangani isu pembayaran dapat dikenalpasti. Selain itu, cara untuk membantu kontraktor yang menangani isu pembayaran melalui adjudikasi juga boleh dikenal pasti supaya ia dapat dilaksanakan dalam dunia sebenar industri pembinaan Malaysia. Kajian ini akan dibahagikan kepada lima fasa yang merangkumi analisis awal, tinjauan literatur, mengumpul maklumat dan data, menganalisis maklumat dan data, dan akhirnya perbincangan dan kesimpulan. Bagi objektif pertama, kaedah mengumpul maklumat dan data adalah melalui soal selidik. Bagi objektif kedua, kaedah mengumpul maklumat dan data adalah secara temu bual. Kesimpulannya, cabaran yang dihadapi oleh kontraktor apabila berurusan dengan pembayaran lewat menggunakan Akta Pembayaran dan Adjudikasi Industri Pembinaan adalah berkaitan dengan kos adjudikasi itu sendiri. Bagi objektif kedua pula, bantuan daripada kakitangan undang-undang, peguam atau AIAC membuat tutorial video berkaitan adjudikasi, AIAC mengubah suai borang CIPAA supaya lebih mesra pengguna, dan seminar pengedaran syarikat berkaitan CIPAA adalah beberapa cara untuk membantu kontraktor yang sedang menangani isu pembayaran melalui adjudikasi.

TABLE OF CONTENTS

	TITLE	PAGE
	DECLARATION	i
	DEDICATION	ii
	ACKNOWLEDGEMENT	iii
	ABSTRACT	iv
	ABSTRAK	v
	TABLE OF CONTENTS	vi
	LIST OF TABLES	xi
	LIST OF FIGURES	xii
	LIST OF ABBREVIATIONS	xiii
	LIST OF APPENDICES	xiv
CHAPTER 1	INTRODUCTION	1
	1.1 Introduction	1
	1.2 Problem Statement	1
	1.3 Research Question	6
	1.4 Research Objectives	6
	1.5 Research Scope	7
	1.6 Research Significance	7
CHAPTER 2	LITERATURE REVIEW	9
	2.1 Problems in payment	9
	2.2 Malaysia way out of payment dispute.	10
	2.3 Malaysia security of payment legislation.	11
	2.3.1 The significance of the Malaysian Construction Industry Payment and Adjudication Act enactment.	14
	2.4 The Adjudication process base on CIPAA	17
	2.4.1 Claim of Payment – Sec. 5, CIPAA	18
	2.4.2 Payment Response – Sec. 6, CIPAA	18

2.4.3	Adjudication Notice – Sec. 7 & 8, CIPAA	19
2.4.4	Appointment of Adjudicator: – Sec. 21,22 & 23, CIPAA	19
2.4.5	Adjudication Claim – Sec. 9, CIPAA	20
2.4.6	Adjudication Response – Sec. 10, CIPAA	20
2.4.7	Adjudication Reply – Sec. 11, CIPAA	21
2.4.8	Representation – Sec. 8, CIPAA	21
2.4.9	Adjudication proceedings – Sec. 25, CIPAA	21
2.4.10	Decision – Sec. 12, CIPAA	22
2.5	The issues in the duration for each adjudication consequential step	22
2.6	The factor of cost and time	24
2.7	Important elements of questions	25
2.7.1	Basic introduction of respondent	26
2.7.2	Other forms of dispute resolution	27
	2.7.2.1 Litigation	27
	2.7.2.2 Arbitration	28
	2.7.2.3 Mediation	30
	2.7.2.4 Negotiation	32
	2.7.2.5 MED/ARB	32
	2.7.2.6 Mini-trial	33
2.7.3	Adjudication fee payment	34
2.7.4	Knowledge of CIPAA	35
2.7.5	Initial procedure of CIPAA	35
2.7.6	Final procedure of CIPAA	36
2.7.7	Duration of Adjudication	36
2.7.8	Involvement of legal personnel	38

CHAPTER 3

RESEARCH METHODOLOGY	39
3.1 Introduction	39
3.2 Research Design	41

3.3	Methodology	41
3.3.1	1st Phase – Initial Analysis	41
3.3.2	2nd Phase – Literature Review	42
3.3.3	3rd Phase Part 1– Collecting Information and Data through questionnaires	42
3.3.4	3rd Phase Part 2– Collecting Information and Data through interview.	44
3.3.5	4th Phase – Analyzing Information and Data	45
3.3.6	5th Phase – Discussion and conclusion	45

CHAPTER 4

ANALYZATION AND DISCUSSION	47	
4.1	Introduction	47
4.2	Questionnaire analysis	47
4.2.1	Basic background of the respondent	48
4.2.2	Choosing other forms of dispute resolution.	50
	4.2.2.1 Litigation	50
	4.2.2.2 Arbitration	51
	4.2.2.3 Mediation	52
	4.2.2.4 Negotiation	53
4.2.3	Adjudication payment fee.	54
	4.2.3.1 Adjudication fee to be paid by both parties	54
	4.2.3.2 Cost of Adjudication	55
4.2.4	Knowledge of the Construction Industry Payment and Adjudication Act.	56
	4.2.4.1 Know the basics of the Construction Industry Payment and Adjudication Act	56
	4.2.4.2 Utilization of the Construction Industry Payment and Adjudication Act if a dispute were to occur	57
4.2.5	Initial procedure of the Construction Industry Payment and Adjudication Act.	58

4.2.5.1	Understand how to Make and Respond to a Payment Claim.	59
4.2.5.2	Understand how to Initiate Adjudication	59
4.2.5.3	Understanding how to Nominate or Appoint an Adjudicator.	60
4.2.6	Final procedure of the Construction Industry Payment and Adjudication Act.	61
4.2.6.1	Understanding steps related to Adjudicator Claim and Response	62
4.2.6.2	Understanding the conduct of Adjudication Proceedings	63
4.2.6.3	Understanding the Adjudication Decision	64
4.2.7	Duration of Adjudication.	65
4.2.7.1	The time limit stipulated under the Construction Industry Payment and Adjudication Act is too short.	65
4.2.7.2	The time limit of the adjudication proceeding is not reasonable	66
4.2.7.3	Rough justice	67
4.2.8	Involvement of legal personnel.	68
4.2.8.1	Help ease the procedure of adjudication	68
4.2.8.2	The involvement of legal personnel is much needed during the procedure of adjudication	69
4.3	Interview analysis	70
4.3.1	Interviewee background.	70
4.3.2	Legal Personnel Help	71
4.3.2.1	Help fill up all CIPAA forms	72
4.3.2.2	Collecting all relevant evidence	72
4.3.2.3	Help explaining any legal terms	73
4.3.3	Methods to help ease the adjudication proceeding.	74
4.3.3.1	Lawyer or the AIAC make video tutorial	74

4.3.3.2	AIAC modify the CIPAA form to be more user-friendly	75
4.3.3.3	Company host Seminar	76

CHAPTER 5

CONCLUSION

5.1	Introduction	77
5.2	Challenges that contractors face when dealing with late payment using the Construction Industry Payment and Adjudication Act.	77
5.3	Ways to assist contractors that are dealing with payment issues through adjudication.	79
5.4	Future works	81

REFERENCES	83
-------------------	-----------

LIST OF TABLES

TABLE NO.	TITLE	PAGE
Table 1	Classification of company	49
Table 2	Years of service	50
Table 3	Use of litigation	51
Table 4	Use of arbitration	52
Table 5	Use of mediation	53
Table 6	Use of negotiation	54
Table 7	Adjudication payment condition	55
Table 8	Cost of adjudication	56
Table 9	Understand the basic of CIPAA	57
Table 10	Know how to apply adjudication	58
Table 11	Understand the first step of adjudication.	59
Table 12	Understand the 2nd step of adjudication	60
Table 13	Understand the 3rd step of adjudication	61
Table 14	Understand the 5th step of adjudication	62
Table 15	Understand the 6th step of adjudication	63
Table 16	Understand the 7th step of adjudication	64
Table 17	Adjudication duration too short	66
Table 18	Time limit unreasonable	67
Table 19	Rough justice	68
Table 20	Benefit of legal personnel	69
Table 21	Need of legal personnel	70
Table 22	Interviewee Background	71
Table 23	Why legal personnel is needed	71
Table 24	Method to ease adjudication proceeding	74

LIST OF FIGURES

FIGURE NO.	TITLE	PAGE
Figure 1	Turnitin result from abstract until chapter 5	
Figure 2	Turnitin Digital receipt	
Figure 3	Turnitin Report	

LIST OF ABBREVIATIONS

CIPAA	-	Construction Industry Payment and Adjudication Act 2012
AIAC	-	Asian International Arbitration Centre
ADR	-	Alternative Dispute Resolution
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	

LIST OF APPENDICES

APPENDIX	TITLE	PAGE
Appendix A	Questionnaire sample	1
Appendix B	Interview questions sample	10
Appendix C	Turnitin result	11

CHAPTER 1

INTRODUCTION

1.1 Introduction

As a whole, issues related to payment have long been known to exist in the construction industries all around the world. To tackle payment issues, each country has devised their own form of Security of Payment (SOP). Each form of Security of Payment from different countries are however not the same from one another. For Malaysia, a particular act had been gazetted back in the year of 2012 on the 22nd of June by the Ministry of Works.

However, the act was only implemented three years later in 2015 on the 15th of April. This Security of Payment act is known as the Construction Industry Payment and Adjudication Act (CIPAA). Even though it has already been seven years since the Construction Industry Payment and Adjudication Act is established, the act and all of its features are still relevantly new to the Malaysian construction industry players.

The reason for this statement is that payment issues still exist and there is evidence that the players in the Malaysian construction industry are having a hard time implementing or applying the Construction Industry Payment and Adjudication Act when payment issues occur. It is for that reason that this research is conducted so that we can identify the root cause related to contractors or subcontractors not wanting to apply the Construction Industry Payment and Adjudication Act when payment issues arise.

1.2 Problem Statement

As mentioned before, even though it has already been seven years since the Construction Industry Payment and Adjudication Act is established, the act and all of

its features are still relevantly new to the Malaysian construction industry players. The reason for this statement is that payment issue still exists even after the launch of the Construction Industry Payment and Adjudication Act.

In the construction industry, the possibility of delays occurring during a construction period is related to one key circumstance. This one circumstance is related to the client or employer (Rabbani et al., 2011). Clients or employers are the main known factor for causing delays in a construction project due to issues such as the late release of payment either because of poor financial management or not securing the required amount of funds that the project needs.

That is the source of consequence related to the delay during the construction period which both the client and contractor will be bound for and it is very expensive. The leading problem that occurs in the construction industry is always related to the release of payment being overdue and behind schedule as agreed in the contract agreement. Not only that, as informed by many contractors, this kind of behaviour and misconduct has been going on in construction projects either financed by the government or even the private sector (Said et al., 2012).

The matter related to late payment is not new and is happening across the world. This misconduct has caused the Malaysian economy to be tainted as well as harmed the good image of the nation's industries especially related to construction. The establishment of the Construction Industry Payment and Adjudication Act is meant to solve all the disputes related to payment in a rapid and civilized way so that all the parties that are involved in the construction project are not harmed.

There are a few procedures and steps that can be taken to make certain that the issues regarding late payment can be avoided. If there is any action or instruction that

does not follow or breaks the provision that is set in the Construction Industry Payment and Adjudication Act, then Superintending Officer must be aware of it. Actions, instruction as well as ignorance that are perpendicular to the provision in the Construction Industry Payment and Adjudication Act must be examined seriously. In a normal situation during the construction period, the time taken for the work done to be inspected as well as getting the certificate for progress payment ready can be up to fourteen days and only after that the payment money for the contractor is released.

According to sec 6 (3) of the Construction Industry Payment and Adjudication Act, the claim of the progress payment that the contractor submitted must be taken action by the client within ten days. However, the payment release must equal the quality of work done by the contractor as well as the time taken for the contractor to complete the work. This provision is to make sure that the contractors are paid when work is done and the client pays the contractor based on and equal to the quality of work done. That is why it is very prudent for the Superintending Officer to make sure all the work done by the contractors are in perfect order and follow the requirement of the layout plan and contract (Rabbani et al., 2011).

In 2016, research was conducted to find the current statistic related to payment issues in Malaysian construction industries. It was later revealed that 91% of the respondent agreed that issues related to payment is still ongoing and is becoming a great burden in the industry. Not only that, but the same research also found that 81% of the payment issue are related to private projects while the other 19% are payment issues related to government projects (Abdul et al., 2016).

Even though the existence of the Construction Industry Payment and Adjudication Act is meant to solve the payment issues in Malaysian construction industries, there is some sort of complication surrounding the Construction Industry Payment and Adjudication Act. This is most shocking because unlike countries

without adjudication in their statutory framework, the Construction Industry Payment and Adjudication Act have been established to help solve payment issues.

For example, Nigeria does not include adjudication in their statutory framework. It is for that reason that if the Nigerian construction industry players want to use adjudication, they must include it in their contract agreement under the dispute resolution clause. Based on one research, when facing payment issues, solving them through the use of adjudication is ranked 10th (Basiru et al., 2022).

Back in Malaysia, the same problem also occurs. Similar research was also conducted in Malaysia to find out how subcontractors would likely tackle issues related to payment. It was found out that the sub-contractors would rather “stay away from contracts provided by contractors that are not well financial” or “directly sends messages to the developer or client regarding the issue” or “try to have better communication with the main contractor”. The use of arbitration or litigation is rank 8th. This means that sub-contractors are unlikely to be involved in legal methods when dealing with payment issues (Che Haron, R., & Arazmi, 2020).

This shows that the use of adjudication in tackling payment issues is low in the Malaysian construction industry which in turn concludes that the use of the Construction Industry Payment and Adjudication Act is at a low level. Based on one research, it was found that only 3 respondents, which make up 6% of all the respondents, stated they have applied adjudication as a means to settle disputes related to payment (Loo et al., 2019).

The reason that the use of the Construction Industry Payment and Adjudication Act is at a low level is that there is a certain barrier that limits the usage of the act. One study reveals that some of the players in the construction industries are slow on the

uptake to accept the act, unaware and inexperience regarding the act's provision, and fail to learn and recognize how the new act operates or what is required for it to operates (Mewomo and Maritz, 2017).

Other than that, there was one study that show that there are multiple reasons that resulted in the existence of a barrier that reduces the usage of the Construction Industry Payment and Adjudication Act. "The people in the construction industries do not have the ability to change their mindset" or "small amount of people that are experts in adjudication act" or "the number of related cases is not enough" are some of the reasons that cause the act to be unused by many key players in the construction industries (Lau et al., 2019).

Not only that the key players in the construction industries are unaware of the use of the Construction Industry Payment and Adjudication Act, but other reason also includes adjudicators that are not capable and lack the experience to handle dispute and cases that are complicated (Jayalath, 2019). There was also research done related to the awareness of the subcontractor in Sarawak related to the existence of the Construction Industry Payment and Adjudication Act and its use of it. It was revealed that the subcontractors in Sarawak mostly do not and are unaware that the act even exists let alone understand how to apply it or how the adjudication procedure works (Hadi et al., 2018).

Another reason that causes the Construction Industry Payment and Adjudication Act to be underutilized is because of the cost of applying for adjudication, the Malaysian construction industries have not yet accepted the act as a whole and some are still not fully aware of it, the adjudication process will affect the relationship between the people in the Malaysian construction industries (Alkhatatneh et al., 2021).

The reason that the cost is also one of the barriers that somehow blocks some people from applying for the Construction Industry Payment and Adjudication Act is because of how cost and also time influence the efficiency of the act itself when dealing with payment problems. One study was able to uncover that most respondent which involve key players in the construction industries considered the efficiency of cost and time to be relatively moderate (Tay and Kong, 2018).

1.3 Research Question

According to the problem statement that has been presented, the research question that can formulate are:

- What are the challenges that contractors face when dealing with late payment using the Construction Industry Payment and Adjudication Act?
- What are the ways to assist contractors that are dealing with payment issues through adjudication?

1.4 Research Objectives

The objectives of the research are:

- To determine the challenges that contractors face when dealing with late payment using the Construction Industry Payment and Adjudication Act.
- To determine ways to assist contractors that are dealing with payment issues through adjudication.

1.5 Research Scope

This research thesis scope of research will cover the responses of contractors and subcontractors in the Malaysian construction industries in relation to the use of the Construction Industry Payment and Adjudication Act as an instrument to tackle payment issues as well as the means to encourage and ease the contractor to adjudication. To know what the contractor and subcontractor in the Malaysian construction industries face when dealing with payment issues using the Construction Industry Payment and Adjudication Act, how many of them face the same issue, and the means to encourage and ease the contractor to adjudication is what this research thesis is all about.

1.6 Research Significance

This research thesis is significant because, at the end of the research, the factor that causes the contractor and subcontractor to not use the Construction Industry Payment and Adjudication Act to tackle payment issues can be identified. This is because even though adjudication is considered cheaper and swifter than arbitration or litigation, it is still not largely utilized by the contractor and subcontractor in the Malaysian construction industry. Other than that, the ways to assist contractors that are dealing with payment issues through adjudication can also be identified to that they can be implemented in the real world of the Malaysian construction industry.

REFERENCES

- McManamy, R. (1994). Industry pounds away at disputes. *Engineering news record*, 24,3.
- Whitfield, J. (1994). *Conflicts in construction, avoiding, managing and resolving*. London: Macmillan Press.
- Kumaraswamy, M., & Yogeswaran, K. (1998). Significant sources of construction claims. *International Construction Law Review*, 15 (1), 144-160.
- Kathleen, M. J. H. (2003). Conflicts between Owner and Contractors : Proposed Intervention Process. *Journal of Management in Engineering, ASCE* (July 2003),121-124.
- Smith, M. (1992). *Facing up to conflict in construction*. Paper presented at the First international conference on construction conflict: management and resolution, Manchester.
- Hackman, J. R., & Morris, C. G. (1975). Group task, group interaction process, and group performance effectiveness: a review and proposed integration (Vol. 8). San Diego, CA: Academic Press.
- Wall, J. A., & Callister, R. R. (1995). Conflict and its management. *Journal of Management*, 21, 515-558.
- Cheung, S. O., & Suen, C. H. (2002). A multi-attribute utility model for disputes resolution strategy selection *Construction Management Economy*, 20, 557-568.
- Pondy, L. R. (1967). Organizational conflict. *Administrative Science Quarterly*, 12(2), 296-320.
- Shin, K.-C. K. (2000). Identification of critical disputes characteristic (cdcs) during construction project operations. Georgia Institute of Technology, Georgia.
- Brown, H., & A., M. (1993). *ADR Principles and Practice*. London: Sweet and Maxwell.
- Vorster, M. C. (1993). *Dispute prevention and resolution*. Austin, Texas: Construction Industry Institute (CII).
- Deutsch, M. (1973). *The resolution of conflict constructive and destructive processes*. New Haven: Yale University Press.

- Thomas, K. (1992). Overview of conflict and conflict management. *Journal of Organizational Behavior*, 13(3), 263-274.
- Robbins, S. P. (1994a). *Essentials of organizational behavior*: Prentice-Hall.
- Moore, C. (1989). *The mediation process*. San Francisco: Jossey Bass.
- Higgins, J. M. (1991). *The management challenge* (2nd Ed.). Basingstoke: Macmillan Publishing.
- Mitropoulos, P., & Howell, G. (2001). Model for understanding, preventing and resolving project disputes. *Journal of Construction Engineering And Management*, 223-231.
- Hohns, H. M. (1979). *Preventing and solving construction contract disputes*. New York: Van Nostrand Reinhold.
- Williamson, O. (1979). Transaction cost economics: The governance of contractual relations. *Journal of Law Economy*, 22, 233–261.
- Cheung, S. O., Ng, S. T., & Sin, W.-S. (2001). A fuzzy sets model for construction dispute evaluation. *Construction Innovation*, 117–127.
- Carmicheal, D. G. (2002). *Disputes and international projects*: A.A.Balkema Publishers.
- M. O. Rendell (2000)., *ADR versus litigation*. *Dispute Resolution Journal*, **55**(1): p. 69.
- J. Tolle, W. Barton, and M. Mountain (1990), *‘Construction arbitration procedures, edition II*. *Construction Briefings*, **12**.
- W. Hughes, R. Champion, and J. Murdoch (2015), *Construction contracts: law and management*. Routledge.
- J. C. Kellogg (1992), *The contract disputes resolution continuum*.: Kellogg Corporation.
- D. Arditi, F.E. Oksay, and O.B. Tokdemir (1998), *Predicting the outcome of construction litigation using neural networks*. *Computer-Aided Civil and Infrastructure Engineering*,. **13**(2): p. 75-81.
- S. Pinnell (1999), Partnering and the management of construction disputes. *Dispute Resolution Journal*,. 54(1): p. 16.
- T. J. Stipanowich (1997), At the cutting edge: conflict avoidance and resolution in the US construction industry. *Construction Management & Economics*,. **15**(6): p. 505-512.

- T. B. Treacy (1995), *Use of alternative dispute resolution in the construction industry*.
Journal of Management in Engineering,. **11**(1): p. 58-63.
- De Boisseson, *Le droit francais de l'arbitrage* (2nd. Ed., 1990), pg. 5.
- H.J. Brown and A.L. Marriot, Q. C, *ADR principles and practice*, Sweet & Maxwell,
London, 1999, Second Edition, pg. 49
- D.M. Walker, *Principles of Scottish private law* (3rd. Edn. 1982), pg. 1, 60.
- R.L.C. Hunter, *The law of arbitration in Scotland*, Butterworths, Lexis Nexis, United
Kingdom, 2002, 2nd. Edition, pg. 4.
- Collins v. Collins*, 26 Beav. 306 (1858).
- Jeuro Development Sdn Bhd v. Teo Teck Huat (M) Sdn Bhd*, 1998 M.L.J.6 545 (1998).
- Sharp vs. Bickersdyke* (1815) 111 Dow 102.
- Wrp Asia Pacific Sdn. Bhd. v Ns Bluescope Lysaght Malaysia Sdn. Bhd.*, 12-10-2015
- Black's Law Dictionary*, 6th Edition, 1997.
- Mustill and Boyd, *Commercial arbitration* (2nd. Edition), 1989, pg. 38-50.
- Ameer Ali, S. (2006). A "Construction Industry Payment and Adjudication Act":
Reducing Payment-Default And Increasing Dispute Resolution Efficiency in
Construction. *Master Builders*, Third Quarter (1), pp.4-14.
- Construction Industry Payment and Adjudication Act 2012 (Laws of Malaysia Act
746)
- Arbitration Act 2005 (Laws of Malaysia Act 646)
- The Stockholm Chamber of Commerce's Arbitration Rules (2017)
- International Chamber of Commerce (ICC)'s Arbitration Rules (2021)
- Judi, S. S., & Muhamed Sabli, N. A. (2010). A Study on Contractor's Right On Late
Or Non Payment. Retrieved on November 21, 2021. Retrieved from
<http://eprints.uitm.edu.my/6929/>
- Saad, H. (2008). *Revising Contract Sum – The Employer have right to set-off payment*.
Johor : Universiti Teknologi Malaysia.
- Karib, A. S., Shaffii, N., & Nor, N. M. (2008). *A Report on The Proposal for a
Malaysian Construction Industry and Adjudication Act (CIPAA)*. Lembaga
Pembangunan Industri Pembinaan Malaysia. Retrieved November 21, 2021.
Retrieved from [https://www.cidb.gov.my/cidbv2/ images/pdf/cipaa08_0.pdf](https://www.cidb.gov.my/cidbv2/images/pdf/cipaa08_0.pdf)

- Hasmori, M. F., Ismail, I., & Said, I. (2012). Issues of Late and Non-Payment Among Contractors in Malaysia. 3rd International Conference on Business and Economic Research\ (3rd ICBER 2012)\) Proceeding 12-13 march 2012, Bandung, Indonesia.
- Abdul Rashid, R., et al. (2007). Profiling the Construction Disputes for Strategic Construction Contract Management. UTM. A seminar paper.
- Sahab, S., & Ismail, Z. (2011). Construction Industry Payment And Adjudication Act; Enhancing Security Of Payment In The Malaysian Construction Industry. International Conference on Business, Engineering and Industrial Applications - ICBEIA, 2011. 153 – 159. Proceeding 5-7 June 2011. Kuala Lumpur. Malaysia.
- Fong, L. C. (2012). The legal implication of CIPAA. Retrieved on October 21, 2013. Retrieved from http://klrca.org.my/userfiles/File/The-Legal-Implication-CIPA-Conference-24_10_2012.pdf
- Mahmood, M. Z. (2014) Challenges, consequences and contractual impacts of the construction industry payment and adjudication act, 2012 2012.
- Supardi, A. and Adnan, H. (2011) Security of Payment in Malaysian Construction Industry : Eradication of Sub-contract's Contingent Payment International Conference on Energy, Environment, Entrepreneurship, Innovation 116–21.
- Fong, L. C. (2005) The Malaysian Construction Industry - The Present Dilemmas of Unpaid Contractor Master Build. Page 80.
- Ali Ana. (2006) A Construction Industry Payment And Adjudication Act: Reducing Payment-Default and Increasing Dispute Resolution Efficiency in Construction Master Build. Page 4–6.
- May, A. L. and Siddiqi, K. (2006) Contingent-Payment Provision Puzzle—Safeguarding against an Unintended Outcome J. Archit. Eng. 12 Page 158–62.
- Enshassi, A. and Abuhamra, L. (2015) International Conference on Construction and Real Estate Management (ICCREM 2015) Page 567–575.
- Rajoo S. (2012) Dispute Resolution for Construction Industry in Malaysia Newsl. Kuala LumpurReg. Cent. Arbitr. Apr-June 2012 Issue.
- Sr Noushad Ali Naseem (2006) “A Construction Industry Payment and Adjudication Act: Reducing Payment-Default and Increasing Dispute Resolution Efficiency

- in Construction” The Institution of Surveyors Malaysia & Chair – Construction Industry Working Group On Payment (WG 10)
- Hasmori M F, Ismail I and Said I (2012) “Issues of Late and Non-Payment Among Contractors in Malaysia”, 3rd International Conference on Business and Economic Research Proceeding, 12-13 March 2012, Golden Flower Hotel, Bandung, Indonesia.
- Mohamed Nor Azhari Azman (2012) “Payment Scenario in the Malaysian Construction Industry Prior to CIPAA” Research Journal
- Haseeb M, LU X, Dyian M, and Rabbani W (2011) “Problems of Projects and Effects of Delays in the Construction Industry.” Australian Journal of Business and Management Research 1: 41-50.
- Chappel, D and Wills, A., (2011) *The Architect in Practice*, Wiley-Blackwell publications, London, UK.
- Egan, J. (1998) ‘Rethinking Construction, Department of the Environment’, Transport and the Regions, London, UK.
- Lal, H. (2008) Reform of the Construction Act, *Trett Digest*, 34, pp 12-14.
- Kennedy, P. (2006) ‘Progress of Statutory Adjudication as a Means of Resolving Disputes in Construction in the United Kingdom’, *Journal of Professional Issues in Engineering and Education Practice*, 132(3), pp 236-247.
- Davenport, P. (2010), *Adjudication in the Building Industry*, 3rd edn., The Federation Press, Sydney.
- Abdul Hamid, Abdul Rahim & Badroldin, Mohd & Raman, Syazwani & Zakaria, Rozana & Mohandes, Saeed Reza. (2016). Late Payment Practices In The Malaysian Construction Industry. *Malaysian Journal Of Civil Engineering (Mjce)*. 28. 149-162
- Che Haron, R., & Arazmi, A. L. (2020). Late Payment Issues Of Subcontractors In Malaysian Construction Industry. *Planning Malaysia*, 18(11).
- Bldr. Basiru Muazu Namaiwa, Bldr Ashiru Abubakar Sadiq, & Bldr Shehu Ibrahim Abubakar (Phd). (2022). Strategies For Enhancing Timely Payment Of Small And Medium Enterprises (Smes) In The Construction Industry Of Zamfara State, Nigeria. *Epra International Journal Of Multidisciplinary Research (Ijmr)*, 8(2), 171–175.

- Loo Seong King, Myzatul Aishah Hj Kamarazaly, Nurulhuda Hashim, Azrina Md Yaakob And Nabilla Hanim Man (2019) Analysis On The Issues Of Construction Disputes And The Ideal Dispute Resolution Method
- Mewomo, M. C., & Maritz, M. J. (2017). A Thematic Analysis Of Experts' Perceptions Of Critical Challenges To Effective Statutory Adjudication Implementation.
- Jayalath, C.P. (2019). An Empirical Study On The Effectiveness Of Cida Form Of Construction Adjudication; Disputants' Perspective.
- Tay, Zi Keng And Kong, Sio Kah (2018) Effectiveness Of Construction Industry Payment And Adjudication Act (Cipaa) In Remediating Payment Issues Among Sub-Contractors. *Inti Journal*, 2 (5). Issn E2600-7920
- Ali Alkhatatneh, Samer Skaik And Xianbo Zhao (2021) Investigating The Causes Of Subcontractors' Underutilisation Of The Security Of Payment Legislation In Australia
- Lau, C.H., Mesthrige, J.W., Lam, P.T.I. And Javed, A.A. (2019), "The Challenges Of Adopting New Engineering Contract: A Hong Kong Study", *Engineering, Construction And Architectural Management*, Vol. 26 No. 10, Pp. 2389-2409.
- FU, P. R. (2019). PROFILE OF CASES RELATING TO CIPAA 2012 REFERRED TO COURT (Doctoral dissertation, Universiti Teknologi Malaysia)
- Hadi, N & Othman, Mohd Khairul Fitri & Dadi, A. (2018). The Perception On The Importance Of Construction Industry Payment And Adjudication Act (Cipaa) 2012 Towards Remediating Payment Disputes: A Research On Subcontractors In Kuching, Sarawak. *Iop Conference Series: Materials Science And Engineering*.
- Kirimi, H. & Wanjohi, J. (2019). Factors influencing use of alternative dispute resolution in construction projects: Case of Imenti North Sub County, Meru

County. *International Academic Journal of Information Sciences and Project Management*, 3(4), 572-602

She, L.-Y. (2011). Factors which impact upon the selection of dispute resolution methods for commercial construction in the Melbourne industry: Comparison of the dispute review board with other alternative dispute resolution methods. COBRA 2011 - Proceedings of RICS Construction and Property Conference. 61-75.

Chhay, Vuoch Y (2022) Disputes in Construction Projects in Selangor, Malaysia: Alternative Dispute Resolution Methods and Challenges. Final Year Project (Bachelor), Tunku Abdul Rahman University College.

Rani, H.A.; Radzi, A.R.; Alias, A.R.; Almutairi, S.; Rahman, R.A. Factors Affecting Workplace Well-Being: Building Construction Projects. *Buildings* 2022, 12, 910. <https://doi.org/10.3390/buildings12070910>