

**DISPUTE REVIEW BOARDS IN THE CONTEXT OF MALAYSIAN  
CONSTRUCTION INDUSTRY**

**ROZILAH BINTI TALIB**

**UNIVERSITI TEKNOLOGI MALAYSIA**

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CONSTRUCTION INDUSTRY

ROZILAH BINTI TALIB

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## DEDICATION

*I dedicate this dissertation to my wonderful family.*

*Particularly to my husband, Ali Asghar,  
who has been proud and supportive of my work and  
who has shared the many uncertainties,  
challenges and sacrifices for completing this dissertation.*

*To our precious son Danial Armeen,  
in spite of his mother spending so much time away  
from him working on this dissertation.*

*Finally, to my beloved friends for your love and  
the countless hours of laughter and joy we shared through the years*

*Thanks for everything.*

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Not forgetting my dearest husband and son, a token of appreciation for their support and encouragement throughout the research. Finally, my appreciation goes to my fellow coursemates with whom I exchanged much information and those who had contributed directly and indirectly to this master project.

## ABSTRACT

Every project may bound to have disagreement. The construction industry has been on the forefront of the alternative dispute resolution movement. The current trend is to look for methods of resolving disputes other than traditional processes (such as litigation, arbitration and mediation), which typically begin after the conflict has escalated and the parties' positions have hardened. One of these methods is Dispute Review Board (DRB). DRB and Dispute Adjudication Boards (DAB) have distinct advantages when properly structured and mandated. The DRB is most popular alternative dispute resolution (ADR) mechanism in US therefore the operational basis of the DRB adheres to the legislation and operation in US. Despite its success in global application, DRB is not much heard of in Malaysia. Since DRB is new in Malaysia, therefore the aim of the research is to determine the legislation of DRB operations in order to possibility of implementing DRB in Malaysia construction industry. This research was based on the existing DRB models such as World Bank, The American Arbitration Association (AAA), FIDIC and International Chamber of Commerce (ICC). The issues on DRB model have been highlighted and the framework was developed to help Owner and Contractor to draft DRB provisions when they decided to utilize DRB for their project. Structure interviews have been conducted and the positive reaction from interviewees on possibility of implementing DRB in the Malaysian construction industry have been gathered. The interviews data shown that there are four (4) mechanisms to consider when implementing DRB which are (1) Current practice of application of DRB mechanism in Malaysia (2) Relevant issues of the DRB on Construction Projects (3) Barriers to implementation of DRB (4) Required conditions for adapting the DRB in Malaysia. Despite those findings, the experts agreed that DRB process point to its near perfect track record of avoiding litigation or arbitration on projects where it is used.

## ABSTRAK

Setiap projek mungkin terikat dengan ketidaksepakatan. Industri pembinaan kini semakin maju dalam penghasilan kaedah Penyelesaian Pertikaian Alternatif. Trend dimasa ini amat menjurus kepada penghasilan kaedah Penyelesaian Pertikaian yang berlainan daripada proses tradisional (seperti litigasi, timbangtara dan meditasi), yang mana lazimnya setiap penyelesaian akan dimulakan selepas wujudnya konflik dan setelah terjadinya ketegangan dalam kedudukan pihak yang terlibat. Salah satu kaedah tersebut ialah adalah *Dispute Resolution Board* (DRB). DRB dan *Dispute Adjudication Board* (DAB) mempunyai banyak kelebihan sekiranya ianya distruktur dan dimandat dengan sempurna. Oleh kerana DRB popular sebagai mekanisme Penyelesaian Pertikaian di Amerika Syarikat, maka dasar operasi DRB adalah bergantung kepada undang-undang dan operasi di Amerika Syarikat. Walaupun DRB amat berjaya dalam aplikasinya secara global, tetapi DRB kurang di ketahui di Malaysia. Disebabkan DRB adalah kaedah baru di Malaysia, tujuan penyelidikan ini adalah untuk mengenalpasti undang-undang operasi DRB sekiranya DRB ingin dilaksanakan di dalam industri pembinaan Malaysia. Penyelidikan ini adalah berdasarkan model DRB seperti World Bank, The American Arbitration Association (AAA), FIDIC dan International Chamber of Commerce (ICC). Menerusi kajian ini isu-isu berkaitan dengan pelaksanaan DRB dikenalpasti dan kerangka pelaksanaan DRB dihasilkan. Menerusi temubual berstruktur, empat (4) mekanisma telah dikenalpasti dalam pelaksanaan DRB di Malaysia iaitu (1) amalan kini pelaksanaan mekanisma DRB di Malaysia (2) isu-isu relevan dengan DRB pada Projek Pembinaan (3) Halangan terhadap pelaksanaan DRB (4) keadaan yang dikenalpasti untuk menyesuaikan DRB di Malaysia. Daripada data tersebut, ahli profesional sepakat menyatakan bahawa proses DRB menunjukkan rekod yang sempurna dalam mengelakkan litigasi atau timbangtara pada projek-projek di mana ia digunakan.

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**LIST OF ABBREVIATIONS**

AAA	American Arbitration Association
ADR	Alternative Dispute Resolution
AIA	American Institute of Architects
ASEAN	Association of South East Asian
ASCE	American Society of Civil Engineers
DAB	Dispute Adjudication Board
DB	Dispute Board
DRB	Dispute Review Board
DRBF	Dispute Resolution Board Foundation
FIDIC	Fédération Internationale des Ingénieurs-Conseils
ICC	International Chamber of Commerce
ICE	Institution of Civil Engineering, UK
MBA	Master Builder Association Incorporation
NEC	New Engineering Contract
UK	United Kingdom
USA	United States of America

## **CHAPTER 1**

### **INTRODUCTION**

#### **1.1 Introduction**

The construction industry contributes an important element for the Malaysian economy. Although it account for only 2.5% of the gross domestic product (GDP) in 2007, the industry is critical to, financial services, education, and other national wealth creation as it acts as a catalyst for and has multiplier effect to the economy; furthermore, it also enables others industries namely manufacturing, professional services, financial services, education and others.<sup>1</sup>

Construction industry can be a very, complex, high risk, multiparty business. Complex construction can likewise often result in complex disputes, which are predominantly arises from the intricacy and magnitude of the work, multiple prime contracting parties, poor prepared and/or executed contract documents, inadequate planning, financial issues, and communication problems. Any one of these factors can detail a project and lead to complicated litigation or arbitration, increased costs,

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<sup>1</sup> Executive Summary: Construction industry Master Plan (CIMP) 2006-2015.



and breakdown in the parties' communication and relationship.<sup>2</sup> Furthermore, the causes of dispute are all because of the complexity and nature of the project, contract and the contractual relationship between each other that bring misunderstanding and failure of performing.<sup>3</sup>

The construction industry in Malaysia is fast growing and in light of the economy uncertainty, the world is now facing, great challenges face players in the industry. Dispute amongst parties involved in the industry are unavoidable. It would be impossible to create an environment where the industry would not be affected but great effort should be expended to minimize the effect that would be failing the industry. To do so, it is important that disputes be resolved in the most expedient and economic manner to enable parties in the industry to move forward without being badly affected.

The construction industry has long been recognized as being extremely confrontational and adversarial, and the time and money spent on disputes severely impact on the industry's profits. It is for this reason that construction has been at the forefront of many forms of alternative dispute resolution ("ADR"). By and large these efforts have concentrated on processes such as mediation and mini-trials which, like litigation and arbitration, are generally not embarked upon until the conclusion of the project. This is in stark contrast to the latest form of ADR being used in the United States (US), namely Dispute Review Boards ("DRB").

The focus of activity in relation to construction disputes in worldwide over recent years has been on the resolution of disputes. There exists a range of mechanisms whose suitability depends on the nature of the dispute, the level of

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<sup>2</sup> Harmon, K.M.J. (2003). Resolution of Construction Disputes: A Review of Current methodologies. *Leadership and Management in Engineering*, 3(4), 187-201.

<sup>3</sup> Hellard, B.R.(1997), *Preventing and solving Construction Dispute*, New York: Litton Education Publishing Company.

commitment of the parties, their attitude to cost and time and the value placed on seeking to continue the relationship.

The mechanisms fall roughly into three categories;

Firstly, Expert Determination, where disputes of facts are determined by an independent expert.

Secondly, mediation and conciliation where the parties themselves agree a resolution of their dispute with the assistance of a neutral third party facilitator.

Thirdly, adjudication, arbitration or litigation where a resolution of the dispute is provided by a neutral third party after consideration of argument and evidence, each process differing by virtue of the rules and procedures adopted.

Each process however, does little to prevent or avoid disputes in the first place. It is a matter of simple logic that dispute avoidance is preferable to dispute resolution where a dispute is resolved some time later, after consuming time, cost and resources. There has been some development in dispute avoidance in recent years and Sir Michael Latham in his report *Constructing the Team*, made a number of recommendations for change<sup>4</sup> Since the late 1980's, a system has developed in the American construction industry and for major international projects, of combined dispute avoidance and dispute resolution. The system which utilizes a standing panel of expert neutrals, has become generally known as a Dispute Review Board (DRB). The principal of DRB's has been considered as 'preventative law' or a process of 'dispute attrition'. This has been described by Faulkner, Spurin & Slaughter<sup>5</sup>, as

*"A systematic set of mechanisms to timely and efficiently eliminate disputes as early as possible and so preclude or peel away as many disputes as cost effectively as possible, through an innovative reconfiguration of the most useful aspects of classical arbitration methods."*

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<sup>4</sup> "The transformation of adjudication" [www.tonybingham.co.uk](http://www.tonybingham.co.uk) article 26.07.02, accessed 02.02.11

<sup>5</sup> "The transformation of adjudication" [www.tonybingham.co.uk](http://www.tonybingham.co.uk) article 26.07.02, accessed 02.02.11

By having a readily accessible resource that the parties can access during the course of the project, the impact of disputes is minimized. The parties can avail themselves of an effective dispute resolution process before positions become entrenched and the working relationship irreparably damaged. In some ways, DRBs follow the same principles as partnering in that they are designed to resolve disputes at the earliest opportunity, and aim to increase communication and co-operation on the project. However, unlike partnering, the DRB utilizes neutral third persons to assist in this process.

## **1.2 Background of Studies**

Modern day construction projects vary from simple houses for individuals to complex infrastructure projects for governments. Some construction projects may even involve cross border movement of resources and not limited to the control of a single jurisdiction. A variety of factors, including, unfair allocation of risks, multiple contracts, unrealistic expectations and schedules, poorly drafted or inadequate contract documents, design omissions, tighter funding, the lack of experienced personnel, communication problems, and even the state of the economy, add to the complexity of construction projects. As a result, construction projects are a breeding ground for contractual dispute.<sup>6</sup>

Construction industry cannot avoid from disputes as many parties involved in one industry. All the parties insert dispute resolution mechanisms into the contract in the hope that the disputes can be avoided or solved as quickly as they can as they arise. If disputes are not managed properly, they tend to drag on and escalate to cause

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<sup>6</sup> Conlin, D.A. Langford, & P. Kennedy (1996) *The Sources, Causes and Effects of Construction Disputes: A Research Project*. CIB Rpt. 02544083 (1996).

projects delays and ultimately ruined the relationships. Lord Denning<sup>7</sup>, when commenting on construction disputes, is quoted as saying;

*“One of the greatest threats to cashflow is the incidence of disputes. Resolving them by litigation is frequently lengthy and expensive. Arbitration in the construction context is often as bad or worse”*

According to Hibberd and Newman<sup>8</sup>, litigation gains an unpopular name when time goes on. They quote that ‘A substantial majority (70%) suggested the whole system takes too long, whilst almost 30% suggested that the costs of litigation are far too high’. As the litigation cannot solve dispute effectively, arbitration had been introduced. Professionals believed that arbitration can solve the problems without ignoring the main desire of clients. Most of the clients depend on those who know contract better than them. They hope these professional can help them with the lowest cost and fastest way to solve the problem.

There is much truth in the old adage that ‘prevention is better than cure’. The various dispute resolution processes referred to mediation, conciliation and arbitration all suffer two particular disadvantages, which arise from the fact that these processes only come into play when a dispute has crystallized. One disadvantage is that, during the dispute resolution process, trust between the parties may be sorely tested, or even destroyed. The extent to which this occurs is likely to be proportional to the time and cost (in both money and resources) of resolving the dispute. As ongoing trust between contracting parties is such an essential ingredient of healthy and efficient project delivery, this can be a significant disadvantage in a continuing relationship such as will typically be found in a BOOT project. The longer and more crimonious the dispute resolution process, the greater the likelihood that there will be a loss of trust in any continuing relationship.

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<sup>7</sup> Ed Peter Campbel I(1997). Construction Disputes Avoidance & Resolution. Whittles publishing, v Scotland.

<sup>8</sup>Hibberd, P. & Newman P. (1999). ADR and Adjudication in Construction Disputes. Oxford: Blackwell Science .

The other disadvantage is that the time and cost of resolving a dispute may well be significantly greater than preventative measures aimed at avoiding the occurrence of disputes in the first place, or at least minimizing the scope of any disputes which arise. In contrast to the dispute resolution processes earlier described, DRBs and similar processes seek to avoid or minimize the incidence of disputes by a timely and relatively informal process which takes place while the work is in progress. Used effectively, they can lead to a reinforcement and enhancement of trust, with a positive impact on the project as construction unfolds.

DRBs are becoming increasingly common in major contracts for construction of infrastructure works. According to data produced by the American Arbitration Association, since 1975 DRBs have been used on more than 800 projects, and have been credited with a 99 per cent success rate.<sup>9</sup> The projects on which they have been used are primarily large infrastructure construction. Many public authorities in the US, such as the Washington Metropolitan Area Transit Authority, the Massachusetts Turnpike Authority, and the Departments of Transportation in Florida, California and Washington, have used DRBs extensively.

The international equivalent of the DRB is known as the dispute adjudication board (DAB). It has been included in the standard conditions of contract of FIDIC (Federation International des Ingenieurs Conseils), the World Bank, and the Asian Development Bank. Experience has shown that resolution of disputes through DRBs is usually fast, relatively inexpensive and avoids disruption of the construction work.

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<sup>9</sup> Robert Hunt and Norman Reich (2002) *“The use of dispute review boards and similar processes as dispute avoidance tools for dams and related projects in the Asia Pacific region”* The Journal of The Institute of Arbitrators and Mediators Australia, Volume 21, No 1, May 2002.

### 1.3 Problem Statements

The legal status of any DRB is to a certain extent depending upon the applicable law of the contract and the law and public policy considerations applicable to the location and jurisdiction of the project. The DRB is simply a creation of the contract between the parties to which the common law and principals of business to business contracts and the applicable legislation applies. The FIDIC contracts state specifically:

*“The contract shall be governed by the law of the country (or other jurisdiction) stated in the Appendix to Tender.”*

The major legal system worldwide that govern contract and ultimately dispute board are the common law and the civil law. In the UK the Housing Grants Construction and Regeneration Act 1996 requires adjudication to be available for disputes arising under almost all construction contracts. DRB's may be established to adjudicate such disputes and thus operate within the statutory requirement for adjudication.

Many parties in international construction projects are increasingly providing for adjudication by a dispute review board in their dispute resolution provisions. Standard forms commonly used on international construction projects, such as those produced by Fédération Internationale des Ingénieurs-Conseils (FIDIC), provide for the use of dispute review boards as a precursor to litigation or arbitration, as do the World Bank's standard bidding documents.

Arbitral institutions have also endorsed such procedures. For example, the American Arbitration Association (AAA) and the International Chamber of Commerce (ICC) have each issued procedural rules for dispute review boards.

Dispute review boards, sometimes referred to as dispute boards or dispute adjudication boards, evolved from the role of the engineer as decision-maker in the first instance under various standard forms of construction contracts. For example, earlier editions of the FIDIC contracts provided that disputes were to be determined in the first instance by the engineer under the contract.

The engineer's decision was binding upon the parties until it was reversed by arbitration. Contractors increasingly became cynical about the engineer's impartiality, particularly where the employer appointed an in-house engineer to fulfil the role. Lenders to major international construction projects (such as the World Bank) also became concerned over the potential lack of independence and pressed for alternative means of decision-making in the first instance. As a result, panels of experts with particular skills, expertise and familiarity with the type of project or industry in question began to be used during the 1980s and 1990s. These panels were first used on major international construction projects such as the Channel Tunnel project, the Hong Kong airport project and the Ertan project in Sichuan Province, China.

In the US, the concept of using a standing panel of impartial, qualified people to provide non-binding recommendations for resolving disputes developed during the 1970s and 1980s, when such boards were used on various construction projects, including the second bore of the Eisenhower Tunnel (Colorado), the Mount Baker Ridge Highway Tunnel (Washington) and the Chambers Creek Tunnel (Washington). Historically, these boards were used in the US largely for tunnel projects. However, by the mid-1990s they were being used on other types of heavy construction work (for instance, highways), and building and process contracts, involving a variety of employers including American Telephone & Telegraph, the Hawaiian Department of Transportation and the International Monetary Fund.

As noted above, most institutions and organizations involved in major international construction projects now include dispute review board provisions in

their standard form contracts or in their terms and conditions. For example, each of the current editions of FIDIC's Red Book, Yellow Book and Silver Book include adjudication by a dispute review board as the first tier of binding dispute resolution prior to arbitration.

The World Bank also includes dispute review board provisions in its *Standard Bidding Documents – Procurement of Works* (May 2005), which is the standard form of contract used on large-scale civil works projects funded by the World Bank where the estimated costs are more than \$10m. Additionally, the World Bank and other multilateral development banks and international financing institutions have prepared a *Master Bidding Document for Procurements of Works and User's Guide* (July 2005), which is intended to be used as a model for such organizations in issuing their own standard bidding documents relating to projects that they decide to finance. That document also includes dispute review board provisions and has been incorporated by various development banks (for instance, the Asian Development Bank and the European Bank for Reconstruction and Development) into their standard bidding documents.

The American Arbitration Association (AAA) publishes its own *Construction Industry Disputes Review Board Procedures* that parties can adopt. The ICC introduced its own *Dispute Board Rules* in September 2004. The ICC rules provide for 'dispute adjudication boards' (panels that make binding interim decisions); 'dispute review boards' (panels that make non-binding recommendations that become binding if neither party expresses dissatisfaction within 30 days of receiving the recommendation); and 'combined dispute boards', which usually issue recommendations as a 'dispute review board' but may in certain limited circumstances make interim binding determinations as a 'dispute adjudication board' (eg if one party requests that the panel do so, and the other party does not object). Although dispute review boards have been primarily a feature of international construction projects to date, there has been increasing interest in extending their use to other industries/sectors. The ICC, for instance, has drafted its dispute review



boards rules with a view to their being used on ‘a wide range of contracts in different industries’.

The DRB concept originated in the USA where it has been used for over 30 years as a means of avoiding and resolving disputes in civil engineering works, particularly dams, water management projects and contracts for underground construction. Since DRB is new in Malaysia, it is important and necessary for us to understand the legislation of DRB operations in for DRB to be adopted in Malaysia construction industry. The legislation of DRB operations in order to possibility of implementing DRB in Malaysia construction industry will be the objective of this research.

#### **1.4 Objective of Research**

The main objective of this research is to determine the legislation of DRB operations in order to possibility of implementing DRB in Malaysia construction industry.

#### **1.5 Scope and Limitations of Research**

This research is done by ways of literature review and structure interview. The scope of this research are limited to the DRB Model based on the existing model DRB provisions such as World Bank Model, American Arbitration Association (AAA), Fédération Internationale des Ingénieurs-Conseils (FIDIC), and

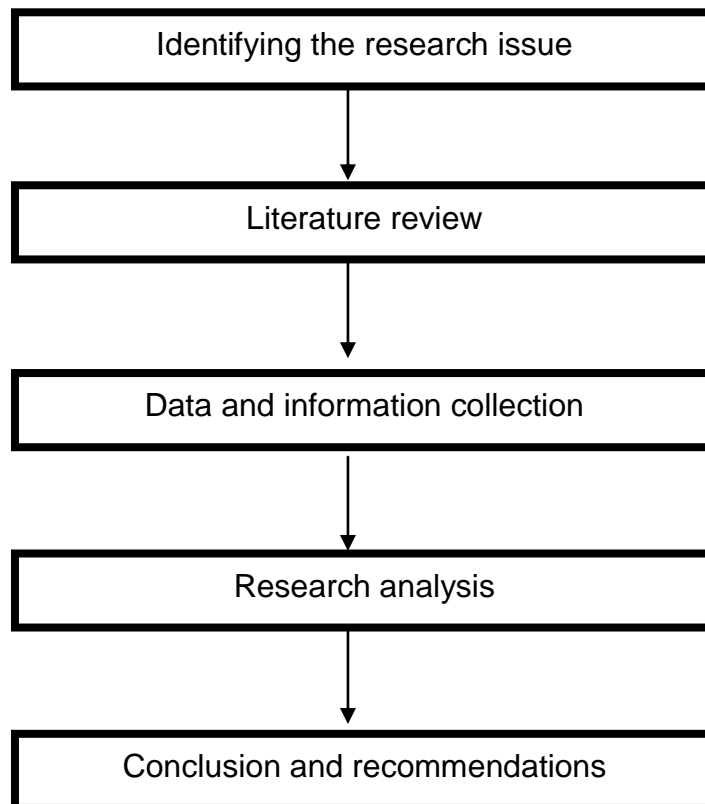
International Chamber of Commerce (ICC) DRB Manual and it should be first emphasized that the observation made in this thesis based on the information available to date and is more on US base research.

Due to DRB is new in Malaysia construction industry, there are in fact very limited practices and knowledge of DRB in industry thus there is limited information in the context of Malaysia construction. Besides that, there is also a lack or non court cases in Malaysia thus this research are conducted relying on the information from articles, journal and books.

Field study in the form of structure interview has been conducted in order to gain more opinions from the legal professions. Three panels were chosen were selected in this research as to their expertise and familiarity on dispute resolution and practice in Malaysian construction industry and international construction. One of the panel was Country Representative of the Dispute Review Board Foundation in Seattle. The reasons for choosing them are because they have better knowledge on DRB concept since they had been involved in the DRB processes.

## 1.6 Research Methodology

Briefly, this research will be carried out with five (5) different stages:



### 1.6.1 Identifying the Research Issue

Identifying the research issue is the very initial stage from the whole research. Initial literature review was done in order to obtain the overview of the particular research topic. In identifying the issue, firstly, it will involve reading on various sources of published materials such as journals, articles, seminar papers, cases, previous research papers, or other related research materials, newspapers, magazines and electronic resources as well as World Wide Web and online e-databases from UTM library's website.<sup>10</sup> At the same time, discussions with supervisors, lecturers, as

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<sup>10</sup> <http://www.psz.utm.my>

well as course mates have been done to gain more ideas and knowledge relating to the topic.

### **1.6.2 Literature Review**

The second stage in executing a research is literature review. Literature review stage is basically a stage when the researcher will be reading and also need to criticize on each and every material that has been read. Published resources, like books, journals, varies standard form of contract and related statutory are the most helpful sources in this stage. Literature review also will be involving the collection of documents from the secondary data research, such as books, journals, newspapers.<sup>11</sup>

### **1.6.3 Data and Information Collection**

The next stage in this research is data and information collection stage. This is an important stage where it will lead the researcher towards achieving the main objectives. The sources are mainly from books, articles, seminar papers, journals, Malayan Law Journal, etc. All collected data and information will be systematically recorded. Basically the data has been collected based on the following:

#### **1.6.3.1 Part I**

In the first part, data was obtained from research done by third parties other than the writer. Sources of the data are from DRB agreement model such as American Society of Civil Engineers (ASCE), American Arbitration Association (AAA), Fédération Internationale des Ingénieurs-Conseils (FIDIC), the Dispute Resolution Board Foundation (DRBF) model provisions and International Chamber

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<sup>11</sup> Blaxter, L., *et al.* (1996). *How to Research*. Buckingham; Open University Press, pp. 109

of Commerce (ICC) DRB Manual. All these resources that classified as related and relevant contains has been retrieved and incorporate into the research.

### **1.6.3.2 Part II**

In the second part, the data has been obtained through structure interviews to the experts in industry. The purpose of interviews is to collect some opinions from the professions in regarding to the research objective. Those data which is collected from the interview has been analysed for confirmation of framework to implementation of DRB in Malaysia. The data then analyses by using frequency method. A frequency is the number of times a given datum occurs in a data set (which is number of three respondents in this research) which meant that how frequent the question being selected by an expert. The structure interview data then has been labelled as R1, R2, and R3 (Respondent 1, Respondent 2 and Respondent 3 respectively) in the column of frequency based on the respondent feedback.

### **1.6.4 Research Analysis**

During this stage, all of the data collected data, information, ideas, opinions and comments were specifically arranged, analyze and also will be interpreted based on the literature view which has been carried out. This stage also could be called as the heart of the research as from this chapter; we can see how the objective has been achieved.

## **1.7 Significant of Research**

The most popular dispute resolution is arbitration and litigation in Malaysia. Although arbitration known to be cheaper and process faster than litigation, it sometimes cost the parties a fortune if the dispute is complex and take long time in special case. Therefore, DRB is introducing as a response to the need to find a better way to prevent and settle disputes in the construction industry. DRB is popular because of it would head off conflict before they become a dispute.

As DRB is new and never been used in Malaysia, this research is to determine the possibility of implementing DRB in Malaysia construction industry. Many countries such as United States, United Kingdom, France, Sweden, Denmark, New Zealand, Southern Africa, Uganda, Hong Kong, China, India and Bangladesh had adopted this type of resolution but the application in Malaysia is an unknown.

This research wants to study if DRB being applied in Malaysia, what is the operational basis in term of DRB agreement under the common law and legislation which suit to our construction industry.

## **1.8 Organisation of Thesis Chapter**

### **1.8.1 Chapter 1: Introduction**

This chapter is the proposal for the study. It contains the background of the problem, problem statement, the objectives of the research, scope of study, significant, methodology and the organization of thesis chapter.

### **1.8.2 Chapter 2: Dispute Review Board as An Alternative Dispute Resolution.**

This chapter discusses on the dispute resolution method in construction industry, the definition of the DRB, the history and evolution of DRB in construction contract, the types of DRB, the unique attributes of the DRB, and the criticisms of DRB.

### **1.8.3 Chapter 3: Legalisation of Dispute Review Board**

This chapter discusses on the overview of legal aspect and jurisdiction of DRB, proliferation of Model DRB provisions, key features of DRB and legal issues that should be considered when selecting among the available model agreements.

### **1.8.4 Chapter 4: Possibility of Implementation Dispute Review Board in Malaysia Construction Industry**

This chapter is divided into two parts comprises of the data related to existing model and structure interview to the expert in industry related to possibility of

implementation of DRB and case analysis related to DRB recommendation. From the first stage, based on the existing DRB Model used in US & UK, I have outlined the requirement of setting up DRB and proposal for implementation of DRB in Malaysia construction industry. In the second stage, the structure interview was conducted in order to confirm the framework and possibility of implementation of DRB in Malaysia.

### **1.8.5 Chapter 5: Conclusion and Recommendation**

This chapter presents the recommendations and conclusions and suggest further research that is needed in the profile of construction disputes. It also addresses some implications of the research recommendations to the construction industry.



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