JUDICIAL INTERPRETATIONS ON QUESTION OF LAW UNDER SECTION 42 OF ARBITRATION ACT 2005

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A master's project report submitted in fulfillment of the
requirements for the awards of the degree of
Master of Science in Construction Contract Management

Faculty of Built Environment
Universiti Teknologi Malaysia

SEPTEMBER 2017

DEDICATION

For my family, who offered me unconditional love and support throughout the completion of this project report. To them I give all my love for supporting me all the way.

To My Lovely Father and Mother,
Mr. Yeoh Liang Bong & Mrs. Chia Mooi Lan

To My Sisters,
Yeoh Zi Wei, Yeoh Zi Kean & Yeoh Kian Joo

To My Brothers,
Yeoh Zhang Hong & Yeoh Zhang Yue

I extend my deepest appreciation to each of the above.

ACKNOWLEDGEMENT

My deepest appreciation goes out to all those people that had assisted, guided, supported and encouraged me in the preparation and submission of this research.

First and foremost, I would like to thank to my supervisor, Dr. Hamizah Liyana Binti Tajul Ariffin whom, as project report supervisor, had given me professional advise, guidance and continuous support until the completion of this project. Also, I would like to thank Dr Norazam Othman, whom as second reader, had giving me constructive opinions to complete this study. Thank you for their encouragements.

Secondly, I would like to thank Madam Hyacinth Tan and Madam Verene Kuo, whom as my boss and people manager, had given me a change to work as a part time quantity surveyor in order to gain working experience while I am doing my master programme. Thank you for their great arrangement.

Next, I would like to extend my utmost gratitude to my family members who had given boundless support and encouragements throughout the study. Besides, my appreciation also go towards the help, guidance and endless support given by my friends.

Last but not least, I would like to sincerely thank to my fellow coursemates and friends that provide a helping hand and assistance in order to make this study possible. Thank you so much.

ABSTRAK

Penimbang tara mesti menghasilkan satu award dengan secara jelas, tepat, adil dan berkuatkuasa. Award yang dibuat dan diterbit adalah muktamad dan mengikat serta berkuatkuasa seperti keputusan Mahkamah Tinggi. Namun demikian, award tersebut masih boleh dicabar sekiranya terdapat persoalan undang-undang di mana mahkamah boleh mengetepikan atau meremitkan award itu kepada penimbang tara untuk dipertimbangkan semula. Kedua-dua Akta 1952 dan Akta 2005 tidak ada peruntukan untuk mengehadkan dan tidak ada definisi yang jelas tentang makna sebenar *"persoalan undang-undang"*. Oleh itu, tidak ada garis panduan yang jelas untuk memutuskan sama ada award tersebut boleh timbul sebagai persoalan undang-undang dan bolehkah dicabar di bawah alasan ini. Biasanya perkara ini diputuskan oleh mahkamah. Oleh itu, kajian ini bertujuan untuk mengenalpasti tafsiran hakim terhadap *"persoalan undang-undang di bawah seksyen 42 Akta Timbang Tara 2005"*. Kajian ini dijalankan melalui analisis dokumen, iaitu laporan dan jurnal undang-undang. Keputusan menunjukkan bahawa terdapat enam tafsiran kehakiman utama untuk *"persoalan undang-undang"* seperti sokongan mesti dinyatakan secara sama, mesti persoalan undang-undang dan bukannya persoalan sah, mahkamah mesti menolak persoalan sekiranya penentuan persoalan undang-undang tidak memberi kesan yang besar ke atas hak-hak pihak, intervensi oleh mahkamah hanya boleh dilakukan jika terdapat kesalahan yang nyata dan tidak dapat disangkal, penimbang tara tetap menjadi penentu persoalan fakta dan bukti dan penerapan prinsip undang-undang oleh penimbang tara mungkin salah (dalam kes penemuan fakta bercampur dan undang-undang), mahkamah tidak boleh campur tangan melainkan keputusan adalah sesat. Adalah dicadangkan bahawa semua tafsiran tersebut dimasukkan ke dalam Akta Timbang Tara supaya boleh dijadikan sebagai garis panduan bagi pihak yang ingin mencabar award di bawah alasan persoalan undang-undang.

ABSTRACT

In making an arbitration award, the arbitrator must define it clearly, unambiguously, justly and enforceability. Once the award is made and published, is a final and binding document and enforceable as a judgment of the High Court. However, the award can still be challenged when an award contain question of law where a court can set aside or remit the award to the arbitrator for further consideration. There is no provision in both 1952 Act and 2005 Act to limit and no clear definition as to what exactly means by *"question of law"*. Thus, it does not provide guidelines for the losing party to decide whether the award can arise as question of law and should they challenge the arbitral award under this ground. Normally it is for the court to decide. Hence, this research intends to determine the judicial interpretations on *"question of law under section 42 of Arbitration Act 2005"*. This research was carried out mainly through documentary analysis of law journals and law reports. Results show that there are six main judicial interpretations for *"question of law"* which include the grounds in support must also stated on the same basis, the question of law must be legitimate question of law, and not a question of fact *"dressed up"* as a question of law, the court must dismiss the reference if a determination of the question of law will not have a substantial effect on the rights of parties, the intervertion by the court must only be if the award is manifestly unlawful and unconscionable, the arbitral tribunal remains the sole determiners of questions of fact and evidence and while the findings of facts and application of legal principles by the arbitral tribunal may be wrong (in Instances of findings of mixed fact and law), the court should not intervene unless the decision is perverse). It is recommended that the six judicial interpretations should be included in the Arbitration Act so that it can be the guidelines for the party who wish to challenge the award under the ground of question of law on the face of award.

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AC	Law Reports: Appeal Cases
All ER	All England Law Reports
AMR	All Malaysia Reports
App Cas	Appeal Cases
Build LR	Building Law Reports
CLJ	Current Law Journal (Malaysia)
Const LR	Construction Law Reports
E & B	Ellis, Blackburn and Ellis' Queen's Bench Reports
FCR	Federal Court Reports
HL	House of Lords
KLRCA	Regional Centre for Arbitration Kuala Lumpur
KB	King Bench
L.J.Ex	Law Journal Reports, Exchequer
Lloyd"s Rep	Lloyd‟s List Reports
LR	Law Reports
MLJ	Malayan Law Journal
NZCA	New Zealand Court of Appeal Reports
PC	Privy Council
QB	Queen Bench
SC	Senior Council
SLR	Singapore Law Report
SGCA	Singapore Court of Appeal (unreported judgments)
SGHC	Singapore High Court (unreported judgments).
S.W.2d	South Western Reporter, 2nd Series

VR	Victorian Reports
WLR	Weekly Law Report
UNCITRAL	United Nations Commission on International Trade Law

CHAPTER 1

INTRODUCTION

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1.1 Background of the Study

Both Arbitration Act 1952 and Arbitration Act 2005 do not define arbitration. Arbitration is one of the popular dispute resolution methods in construction industry Malaysia. The definition must however be distinguished from other means of dispute resolution. In *Collins v Collins*,[1] Romilly MR said, *"An arbitration is a reference to the decision of one or more persons, either with or without an umpire, of a particular matter in difference or dispute between the parties …"*[2]

In the case of *Ajzner v Cartonlux Pty Ltd*,[3] it has been held that a process involving a reference to a person described as an *"arbitrator"* was not an arbitration but a reference to a valuer to make a determination in accordance with that person's skill and knowledge.

[1] 28 LJ Ch 184.
[2] Supra, fn 1.
[3] [1972] VR 919.

The definition that stated above is a broad definition which is not very useful. It is better to list the attributes which collectively identify arbitration, like what Lord Wheatley did in *Arenson v Arenson*.[4] He listed the following attributes which point towards arbitration:

> *"(a) there is a dispute or a difference between the parties which has been formulated in some way or another; (b) the dispute or difference has been remitted by the parties to the person [i.e. the arbitrator] to resolve in such manner that he is called upon to exercise a judicial function; (c) where appropriate, the parties must have been provided with an opportunity to present evidence and/or submissions in support of their respective claims in the dispute; and (d) the parties have agreed to accept his decision"*[5]

Arbitration has become recognized as the dispute settlement mechanism in the construction industry. It is seen as the final mode of dispute resolution which is beyond the usual attractions of arbitration, such as privacy, speed, flexibility and choice of the arbitrator (Sundra Rajoo, 2005).

Most Malaysian construction disputes are resolved via arbitration. Arbitration is the norm because firstly, the frequency of appearance of arbitration clauses in standard forms of contract. An arbitration agreement found in the standard form of construction contract for example clauses 34 and 54 of the PAM and JKR forms of contract respectively. Secondly, the technical content of disputes, leading to the use of arbitrators skilled in technical disciplines. Finally, the need in many disputes for the arbitrator to be empowered to open up, review and revise decisions or certificates, arising from the Architect or Engineers judgment in administering the building contract (Sundra Rajoo, 2005).

[4] [1990]787 S.W.2d 845.
[5] Supra, fn 4.

Malaysia enacted a new Arbitration Act 2005 (Act 646) based on the United Nations Commission on International Trade Law (UNCITRAL) Model Law on International Commercial Arbitration because of the increasing popularity of arbitrations as a mode of dispute resolution. It received the Royal Assent on December 30, 2005 and will be applicable to all arbitration commenced after March 5, 2006, while arbitrations commenced prior to that date will remain governed by the old Arbitration Act 1952. The new act, besides brings changes to the arbitration practice, it also provide clarity and certainty in the law as well as finality in the arbitral process and enforceability of awards (Davidson and Sundra Rajoo, 2006).

In the new Arbitration Act 2005, section 2(1) defines an award collectively to refer to both awards of an international and domestics arbitration. By section 36(1) all awards are declared as final and binding. An award can be decided in several forms such as a final award,[6] an interim award[7] or a temporary award (Halsbury's Laws of Malaysia, 2002). Generally, an award is of practical importance because an accurate classification may determine, for example:

i) Whether the decision is enforceable by domestic or foreign court.
ii) Whether the decision is susceptible of appeal or other intervention by a court, and if so by what means.
iii) Whether the decision is binding on the parties and the arbitral tribunal.
iv) As regard the latter, the categorization of the decision may determine whether and to what extent the arbitral tribunal can validly recall or vary its decision (Mustill and Boyd, 2001).

According to Grace Xavier, 2001, an arbitrator's award is not final and binding but still can be challenged by any other parties, until it is registered and accepted as a judgment by leave of the High Court. An arbitrator's award that did not comply with the said requirements may be set aside or remitted by the court.

[6] Section 17, Arbitration Act 1952; Section 36, Arbitration Act 2005.
[7] Section 15, Arbitration Act1952.

One of the limited ways in which the High Court can actively participate in the substance of the domestic arbitration award[8] is through a reference on a question of law under section 42 of the Arbitration Act 2005. Section 42(1) of the Arbitration Act 2005 provides:

> *(1) Any party may refer to the High Court any question of law arising out of an award.*
>
> *(1A) The High Court shall dismiss a reference made under subsection (1) unless the question of law substantially affect the rights of one or more of the parties.*

According to section 42(4) of The Arbitration Act 2005, *"the high court may, on the determination of a reference (a) confirm the award; (b) vary the award; (c) remit the award in whole or in part, together with the High court's determination on the question of law to the arbitral for reconsideration; or (d) set aside the award, in whole or in part"*.[9]

In order for a proper invocation of the court's powers under section 42, the question of law identified or presented must refer to *"a point of law in controversy"* which requires the opinion, resolution or determination of this court. Such opinion or determination can only be arrived at *"after opposing views and arguments have been considered"*. The question will include an error of law that involves an incorrect interpretation of the applicable law but will not include any question as to whether the award or any part of the award was supported by any evidence or any sufficient or substantial evidence; or whether the arbitral tribunal drew the correct factual inferences from the relevant primary facts.[10]

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[8] Parties in a domestic arbitration expressly opt out of Arbitration Act 2005 s42 as in the KLRCA Arbitration Rules.
[9] Section 42(4), Arbitration Act1952.
[10] [2015] 10 MLJ 689.

Lord Steyn identified question of law must be a real and legitimate question of law and not a question of fact *"dressed up"* as a question of law in *Geogas SA v Trammo Gas Ltd, the Baleares*.[11] The courts must be *"constantly vigilant"* of the *"catalogue of challenges to arbitrators"* findings of fact, ensuring that attempts to circumvent this rule by dressing up questions of fact as questions of law *"are carefully identified and firmly discouraged"*.

1.2 Problem Statement

The English Act for the first time introduced a qualified system for appeals on question of law, by providing that such appeals could only be brought by the consent of the other parties to the reference or with the leave of the court and also contains statutory guidelines for the court to consider when dealing with leave applications . In the case of *BTP Tioxide Ltd v Pioneer Shipping Ltd*,[12] the question of how the court should exercise its discretion in granting leave was discussed, and led to the famous *"Nema Guidelines"*. In the case of *Gold and Resource Developments (NZ) Ltd v Doug Hood Ltd*,[13] the New Zealand the Court of Appeal laid down its own guidelines for the exercise of the discretion to grant leave. These parallel but are not same as the *"Nema Guidelines"* which were applied in England under the Arbitration Act 1979 until the passing of the 1996 Act (Sundra Rajoo and Davidson, 2007).

It is noted that in New Arbitration Act 2005, section 42, the trend outlined above to limit the scope of appeals on a point of law has not been followed in Malaysia. According to Sundra Rajoo, 2005, section 24 of the 1952 Act and section 42 of the 2005 Act is vaguely worded to allow the raising to the High Court of any question of law *"arising out of an award"* but does not provide the necessary

[11] [1991] 3 All ER 554.
[12] [1981] 2 Lloyd"s Rep 239.
[13] [2000] NZCA 131.

guidelines to filter out superficial applications designed merely to delay proceedings and enforcement. There is no requirement to obtain leave, no provision to limit or define the question of law and no apparent discretion vested in the court to entertain or not to entertain the reference.

What precisely is a question of law? The term is not defined in Act 646. In the case of *Fence Gate Limited v NEL Construction Ltd*,[14] TCC, Judge Thornton QC stated that *"it is never easy to define what is meant by question of law in the context of an arbitration appeal"*. In many instances, we can only feel safe in characterizing a question as one of law or fact once a court has laid down a precedent.[15] But even then we must take care: *"what is question of law in a judicial review case may not necessarily be question of law in the field of consensual arbitrations"*.[16]

Question of law is defined under New Zealand's Arbitration Act 1996. Sub-clause 5(10) of Schedule 2 to that the Act defines a *"question of law"* as follow:

(10) For the purposes of this clause, question of law:-

- *a) Includes an error of law that involves an incorrect interpretation of the applicable law (whether or not the error appears on the record of the decision); but*
- *b) Does not include any question as to whether*
  - *i) The award or any part of the award was supported by any evidence or any sufficient or substantial evidence; and*
  - *ii) The arbitral tribunal drew the correct factual inferences from the relevant primary facts.*

The phrase *"question of law"* is also not defined under the Singapore Arbitration Act 2001 (Chapter 10), specific legislation in Singapore dealing with

[14] [2001] APP.L.R. 12/05.
[15] [1983] 1 Ll Rep 605
[16] [1993] 1 Ll Rep 215 at 231.

domestic arbitrations but case laws have shed some light and it will be helpful to have a look at them. In the case of *Ahong Construction (S) Pte Ltd v United Boulevard Pte Ltd*,[17] GP Selvam JC defined a question of law in the following terms:

> *"A question of law means a point of law in controversy which has to be resolved after opposing views and arguments have been considered. It is a matter of substance the determination of which will decide the rights between the parties. The point of law must substantially affect the rights of one or more of the parties to the arbitration. If the point of law is settled and not something novel and it is contended that the arbitrator made an error in the application of the law there lies no appeal against that error for there is no question of law which calls for an opinion of the court. An application for leave to appeal on the ground that the appeal invokes a question of law must therefore clearly present the question of law on which the court's opinion is sought and should also show that it concerns a term of the contract or an event which is not a one-off term or event"*

The Court of Appeal in *Northern Elevator Manufacturing Sdn Bhd v United Engineers (Singapore) Pte Ltd*[18] adding that *"as a preliminary point, it is essential to delineate between a "question of law" and an "error of law"*. The court of appeal further opined that:

> *"To our mind, a "question of law" must necessarily be a finding which the parties dispute, that requires the guidance of the court to resolve. Where an arbitrator does not apply a principle of law correctly, that failure is a mere "error of law" (but more explicitly, an erroneous application of law) which does not entitle an aggrieved party to appeal"*

The foregoing discussion highlight that Arbitration Act 2005 section 42 is not very clear and may cause argument. Therefore it is very difficult for the losing party

[17] [2000] 1 SLR 749
[18] [2004] 2 SLR 494

to decide whether the question arose is question of law and should they challenge the arbitral award under this ground. Normally it is for the court to decide.

Hence, the issues derived from the statement above are what are the true meaning, application of this section and what are the judicial interpretations of *"question of law"*? It was common ground between the parties that what would amount to a *"question of law"*. But how does one determine whether a particular question raised is a proper and valid question of law or not?

1.3 Research Questions

The above problem statements lead to the following research question:

i) What are the judicial interpretations of *"question of law"* under Section 42 Arbitration Act 2005?

1.4 Research Objectives

The objectives of this research are as follows:

i) To identify the judicial interpretations of *"question of law"* under Section 42 Arbitration Act 2005.

1.5 Scope of the Study

The approach adopted in this research is case law based. Only cases related to question of law will be discussed in the research. This research will focus on the provision pertaining setting aside and remitting award for the question of law on the face of the award in Arbitration Act 2005 section 42.

This study is conducted by law cases which obtained from Lexis Nexis and Malayan Law Journal (MLJ). The study also refers to cases in other country such as Singapore.

1.6 Significance of Study

The importance of this study is to give an insight of judicial interpretations on what are the circumstances considered as *"question of law"* in arbitration. Besides, this study also clarify the basic grounds and circumstances that available for the losing party in the arbitration refer to the High court to remit, vary or set aside the award under Section 42 Arbitration Act 2005 if there is a question of law arise on the face of the award.

1.7 Research Methodology

Research methodology proposes an arrangement of research procedures. The processes and methods of approach act as a guideline so that the research can be done in a systematic way to achieve the objectives of the study. This research is

divided into four main stages: Identify Research Issue, Data Collection, Data Analysis and Writing

Research methodology was divided into four phases as show in figure below:

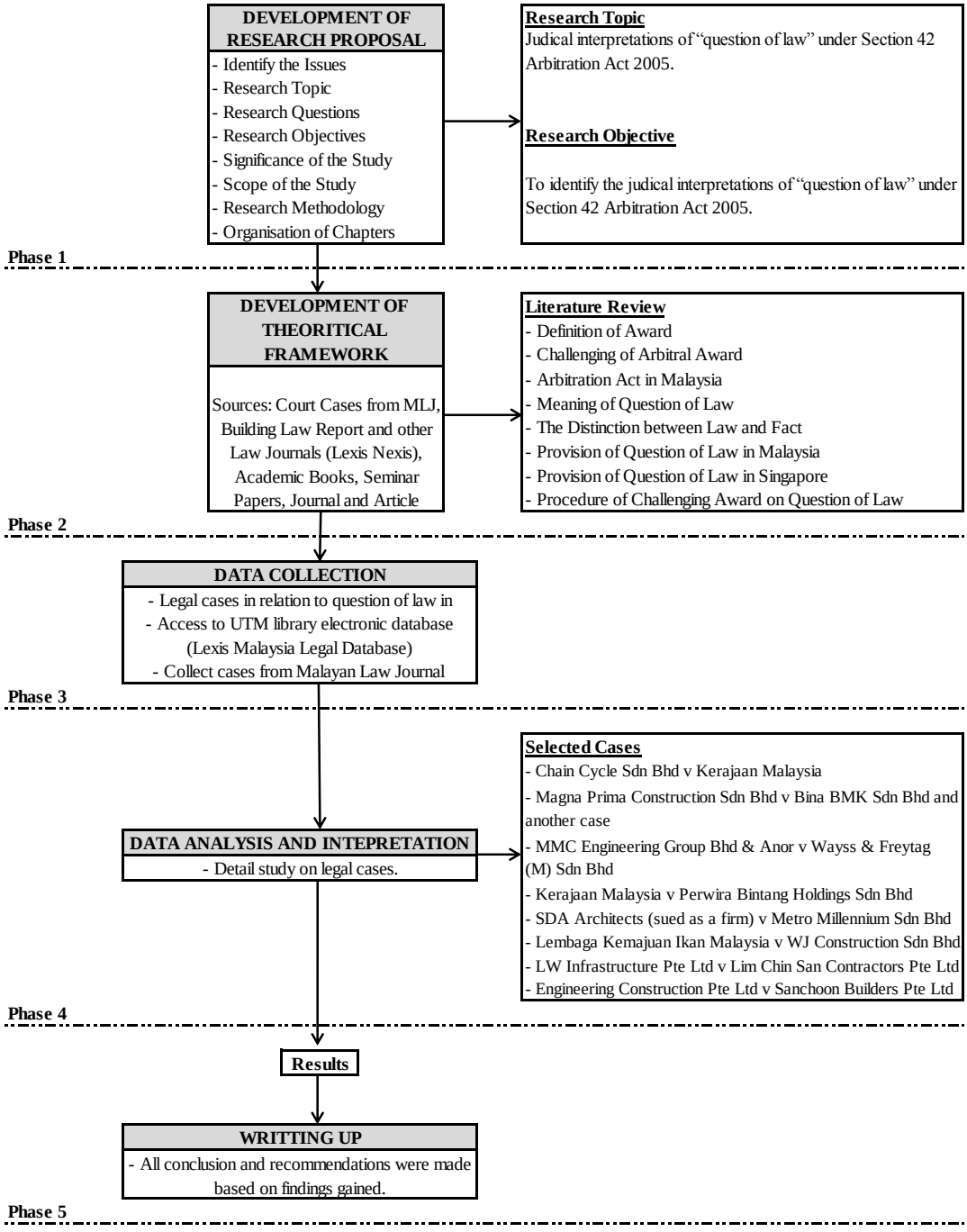

Figure 1.1: Flow Chart of Research Process

1.7.1 Identify Research Issue

The initial stage is to identify the area of study and research issue. Initial literature review was done in order to obtain the overview of the particular research topic. It involved reading on various sources of published materials for example, articles, journals, seminar papers, related cases, previous research and other related research materials. Then, the next step is to formulate a suitable objective and designing a scope of study.

1.7.2 Data Collection

The second stage is to develop research design and data collection. The main purpose of research design is to determine the important data to be collected and the method to collect it. The data will be collected through documentary study on the Court cases form MLJ, Building Law Report and other law journals form Lexis Nexis. Next, data also will collected through published resources, like books, journals, articles, varies standard form of contract and related statutory are the most helpful sources in collecting primary and secondary data. Data collection stage is an important stage where it leads the researcher towards achieving the main objectives.

1.7.3 Data Analysis

During this stage, the case laws collected and all the relevant information will be specifically arranged and analyze and also interpreted based on the literature view is converted into information that is useful for the research. Researcher will

carefully review the relevant case laws collected and also with special attention on the facts of the case, issues and judgments presented by each case law.

1.7.4 Writing

In the last stage, process of writing up and checking will involves to complete the report. A conclusion will be made up and at the same time recommendations that related to the problem may be made in this stage. The author had also reviewed the whole process of the research to identify whether the research objective has been achieved.

1.8 Organisation of Chapters

This report is prepares according to the procedure of postgraduate project. It is contain six (6) chapters as outlined for the projects.

Chapter one (1) gives an overview of the research which has been carried out. It consists of an introduction to the study that describes the arbitration, question of law and issue pertaining to question of law in Arbitration Malaysia. The issue of the study also indicated that the pertinent questions. This chapter also described the scope of the study and the overall structure of study. The research methodology is to give a true framework for achieving the objectives of the study.

Chapter two (2) discusses the theory related to the arbitration award. It includes definition and purpose of award and type of award. This chapter also discusses the challenging of arbitral award which consist of meaning and purpose of challenge and method of challenging an award. Detailed related information would be explained and described in the sub-topics.

Chapter three (3) basically is the literature review on the theoretically study of the availability recourse for the losing party to challenge the arbitral award under the question of law to the court. This chapter will discuss the circumstances and grounds that considered as a question of law enable to confirm the award, vary the award, remit the award in whole or in part or set aside the award in whole or in part (based on books, journals, articles, seminar paper and internet websites). This chapter also discusses the differences between the provision of question of law in Malaysia and Singapore.

Chapter four (4) is a discussion of the research methodology of the study. It consists of approached to legal research, research scope and phases of research methodology.

Chapter five (5) is concentrate on the court cases review and analysis in order to discuss the judicial interpretation on the ground and circumstances that considered as question of law in arbitration.

Chapter six (6) is the final part of the whole report it concluded the finding for the whole research. This chapter will include the summary on the research findings and conclusion. In addition, the proposals of further studies are also described in this chapter.

REFERENCES

Anthony Walton, (1970). *Russell on the Law of Arbitration.* (8th ed). London: Stevens & Sons Limited.

Anwarul Yaqin, (2007). *Legal Research and Writing.* Malaysia: Malayan Law Journal Sdn Bhd.

Arbitration Act 1952 (Revised 1972), Act 93, Law of Malaysia.

Arbitration Act 2005, Act 646, Laws of Malaysia.

Arbitration Act 2005 (as revised in 2011), Act 646, Laws of Malaysia.

Black's Law Dictionary. (1990). (6th ed). West Publication Co.

Carol M. Bast and Margie Hawkins, (2010). *Foundations of Legal Research and Writing*. (4th ed). Clifton Park, NY :Delmar Cengage Learning.

Dato' Cecil Abraham, (2010). *Alternative Dispute Resolution In Malaysia*. Retrieved on 10th May 2017, from https://www.aseanlawassociation.org/9GAdocs/w4_Malaysia.pdf

Dato' Syed Ahmad Idid and Umar A Oseni, (2014). The Arbitration (Amendment) Act 2011: Limiting Court Intervention in Arbitral Proceedings in Malaysia. Malaysia: Malaysia Law Journal Article.

David S.J. S., Judith G., Matthew G., (2007). Russel on Arbitration. (23rd ed). London: Sweet & Maxwell Ltd.

Davidson, W.S.W. and Sundra Rajoo, (2006). *The Arbitration Act- UNCITRAL Model Law as applied in Malaysia*. Malaysia: Sweet & Maxwell Asia.

Douglas A. Stephenson, (1993). *Arbitration Practice in construction contracts*. (3rd ed). London: E & FN SPON.

Greenberg S., Kee C., Weeramantry J. R., (2011). *International Commercial Arbitartion: An Asian-Pacific perspective.* Petaling Jaya, Malaysia: Cambridge University Press.

Halsbury's Law of England. (4th ed). Vol 2, pp 334 paragraph 623 "*Error Of Law On The Face Of Award*".

John P. H., (1959). A *Treatise on the Law & Practice of Arbitrations & Awards*. London: The Estates Gazeyye Limited.

Michael J Moser, (2008). *Arbitration in Asia*. (2nd ed). Huntington NY, United States: Juris Publighing, Inc.

Mustill, L. and Boyd, S. (1989). *Commercial Arbitration*. (2nd Edition). London: Sweet & Maxwell Ltd.

Padmanabha Rau, K. V. (1997). *Law of Arbitration: Cases and Commentaries*. Kuala Lumpur: International Law Book Services.

Sir John Salmond, (1902). *Jurisprudence: or the Theory of the Law*. London: Stevens & Haynes, London.

Powell-Smith, V. and Sims, J. (1989). *Construction Arbitrations, A Practical Guide*. London: Legal Studies & Services Ltd.

Redfern A. and Hunter M. (1999). *Law and Practice of International Commercial Arbitration*. (3rd ed). London: Sweet & Maxwell Ltd.

Sundra Rajoo. (2002). *Arbitration Awards*. Kuala Lumpur: Malayan Law Journal

Sundra Rajoo. (2003). *Law, Practice and Procedure of Arbitration*. Kuala Lumpur, Malaysia: Malayan Law Journal Sdn Bhd.

Sundra Rajoo (2005). Why Arbitration is Popular in the construction Industry? Retrieved 1st May 2017 from http://www.bem.org.my/publication/march-may2005/CF(WHY).pdf.

Sundra Rajoo and Davidson W.S.W. (2007). *The Arbitration Act 2005 UNCITRAL Model Law as applied in Malaysia*. Malaysia: Sweet & Maxwell Asia.

Sundra Rajoo. (2009). *Law, Practice and Procedure Of Arbitration - The Arbitration Act 2005 Perspective.* Malayan Law Journal.

Sundra Rajoo, (2016). Law, Practice and Procedure of Arbitration. (2nd ed). Selangor, Malaysia: Vivar Printing Sdn Bhd.

Turner, R. (2005). *Arbitration Award: A Practical Approach*. United Kingdom: Blackwell Publishing Ltd.

Williams Q.C., Kawhar W. and Kawharu A.,(2011). *William and Kaeharu on on Arbitration.* New Zealand: Leis Nexis NZ Ltd.

Xavier, G., (2001). *Law and Practice of Arbitration in Malaysia.* Malaysia: Sweet & Maxwell Asia.