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Newsletter

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Court finds service of Notice of Arbitration invalid and refuses to enforce award

KK Cheung

In G v P [2023] HKCFI 2173, the Applicant had obtained an order granting it leave to enforce an arbitral award of the Hong Kong Arbitration Society (Enforcement Order). The court set aside the Enforcement Order, as it found that there was no valid service of the Notice of Arbitration on the Respondent and he had not therefore been given notice of the arbitration, or of the claims made against him, and consequently, was not given the opportunity to present his case before the award was made. Accordingly, he was entitled to rely on the grounds set out in s.86(1)(c)(i) and (ii) of the Arbitration Ordinance (Cap 609) (AO), to set aside the Enforcement Order i.e. that he was not given proper notice of the appointment of the arbitrator or of the arbitral proceedings; or was otherwise unable to present his case.

The Loan Agreements

The Applicant (a licensed money lender in Hong Kong), as lender, entered into a Loan Agreement and Supplemental Loan Agreement with the Respondent, as borrower. The two agreements contained essentially the same terms as regards the loan advanced and repayment terms. The only revision in the Supplemental Agreement related to the manner in which disputes between the parties were to be resolved, namely that any dispute arising out of or in connection with the Loan Agreement and Supplemental Agreement shall, at the option of the Claimant (or Plaintiff) be referred to and finally resolved by arbitration administrated by the Hong Kong Arbitration Society and in accordance with the HKAS Online Arbitration Rules or by court proceedings in the Hong Kong courts. The Loan Agreement stated Hong Kong to be the governing law and that the parties irrevocably submitted to the non-exclusive jurisdiction of the Hong Kong courts. The Supplemental Agreement provided that in the event of any discrepancy between the terms of the Loan Agreement and Supplemental Agreement, the latter shall prevail. The Supplemental Agreement stated the Respondent's residential address, as well as his email address of xyz@china.hk. The Loan Agreement only stated the Respondent's residential address.

Was there a valid arbitration agreement?

The Respondent argued that the dispute resolution clause in the Supplemental Agreement was not an arbitration agreement because there was no element of compulsion for the parties to arbitrate. The court rejected this argument, referring to case authorities in which the courts had found valid arbitration agreements, even when the arbitration agreement gave the parties an option or choice between arbitration and litigation and used language such as "*may*" or "*can*". It said that cases may turn on the different terminology used in the contract, and the contract construed as a whole and that the ultimate question is one of construction of the clause in question, to ascertain the objective intention of the parties at the time of entering into the contract.

The court also referred to a recent case, in which the English courts had held that once an option to arbitrate conferred on a party has been exercised, the other party is bound to arbitrate. So in this case, if the dispute resolution clause in the Supplemental Agreement conferred an option to litigate, such an option was conferred only on the lender (i.e. the Applicant), and not on the Respondent as borrower. As such, when the Applicant exercised its option and chose arbitration as the dispute resolution method, by commencing the arbitration, the Respondent was bound by the Applicant's choice, an arbitration agreement came into existence and the Respondent was compelled to follow the option conferred on and chosen by the Applicant. On an objective reading of the dispute resolution clause in question, the court found there was no option at all conferred on the Respondent.

The court held that the Supplemental Agreement contained an arbitration agreement which replaced the dispute resolution clause in the Loan Agreement and that such arbitration agreement was valid and binding on the Respondent, and conferred jurisdiction on the arbitral tribunal.

Inability to present case

The core issue and determining factor was whether the Respondent had been given proper notice of the commencement of the arbitration and had been given an opportunity to present his case. The Respondent had not filed any Defence in the arbitration and the arbitration had proceeded without his participation. The court said that before the Respondent could participate in the arbitration, to present evidence and arguments, he must first have been given proper and valid notice of the arbitration. The Applicant must first establish the fact of valid service of the Notice of Arbitration, before dealing with the Respondent's claim that he did not have the reasonable opportunity to present his case.

Service of Notice of Arbitration

The Applicant relied on the fact that the Notice of Arbitration was served on the Respondent at the email address specified in the Supplemental Agreement, namely xyz@china.hk and that the arbitration clause in the Supplemental Agreement provided that the arbitration was to be administered by the Hong Kong Arbitration Society, and in accordance with the HKAS Online Arbitration Rules (Online Rules). According to the Applicant, service of the Notice of Arbitration at the Respondent's email address stated in the Supplemental Agreement was deemed by Article 2.1 of the Online Rules to have been properly received by the Respondent. Article 2.1 provides that any notice or other written communication or arbitration documents (including, amongst others, the Notice of Arbitration) shall be deemed to be received by a party, if transmitted by, amongst others, email, to the email address of the recipient or its representative of which the recipient confirmed upon participating in the online proceedings.

The court said that on the evidence, the only email address of the Respondent was the one stated in the Supplemental Agreement, namely xyz@china.hk and that the only evidence on service of the Notice of Arbitration was in the arbitral award itself, which stated that the Notice of Arbitration had been transmitted by email to the mode of contact set out in the application for the loan, namely XYZ@CHINAT.HK, which was different from that stated in the Supplemental Agreement.

There was no other evidence adduced by the Applicant, as to how, or when the Notice of Arbitration was served on the Respondent and neither the Applicant nor Respondent had adduced in evidence the application for the loan referred to in the award. The only evidence of any email furnished by the Respondent to the Applicant was that stated in the Supplemental Agreement, which was a different email address to that

referred to in the award. Accordingly, the court said that Article 2.1 of the Online Rules, and deeming provisions contained in them, as relied upon by the Applicant, could not apply and did not come into operation at all, when the Notice of Arbitration was not transmitted to the email address specified in the applicable arbitration agreement.

The court said that since the Respondent did not participate in the arbitration, there was no evidence of the email address referred to in the award having been specified or confirmed by the Respondent, upon his participation in the arbitration (for Article 2.1 to apply). There was no evidence to support any possible claim that that email address (rather than the email address stated in the Supplemental Agreement) was the email which was held out by the Respondent to the world as his email, at the time of transmission of the Notice of Arbitration.

Documents in support of application for Enforcement Order must be correct

The court referred to the fact that an application to the court for enforcement of an arbitral award is made *ex parte*, under s.84(1) of the AO and RHC Order 73 rule 10(3) and that the AO only requires the applicant to adduce evidence of the duly authenticated original or certified copy of the award, and original arbitration agreement or duly certified copy of it, and Order 73 rule 10(3) sets out the particulars required to be stated for the court. The application for enforcement is dealt with "mechanistically" and the court does not examine whether the arbitration agreement or the award is valid. However, when leave is granted to enforce the award on such *ex parte* application, leave is at the same time granted to the respondent to apply to set aside the order granting leave. It is then for the respondent to prove that one or more of the grounds set out in s.86 of the AO applies, and it is at this stage that the award will be scrutinized by the court, to see if enforcement of the award may be refused.

The court said that despite the pro-arbitration approach, an arbitral award is recognized and enforced by the court only if the award and arbitral process leading to the award is structurally intact and there is due and fair process. The solemnity afforded to the award by the court's recognition and enforcement cannot be justified, if the award is shown on its own face to be irregular, and contradictory to the terms of the arbitration agreement. The court cannot, it said, enforce any haphazard document as a judgment or order of the court and nor should the credibility and integrity of the arbitration process be compromised by the enforcement of an award which cannot stand on its face. Care must therefore be taken by an applicant, to ensure that the documents (including the award) presented to the court in support of an application to enforce the award are all correct, and in order, for enforcement of the award to be allowed by the court.

In this case, the court said it could not turn a blind eye to the fact that the award on its face referred to the Notice of the Arbitration having been served at an address or by a mode of service which was different to that stated for the Respondent in the Supplemental Agreement, which was the contract stated to be enforced by the award. The contents of the award must be taken to be correct and accurate. If it had contained any typographical error, the court said, it would have been corrected by the tribunal on its own accord or on the application of the Applicant, but there had been no amendment here. The deeming provision could not be invoked at all in this case, when the Notice was not sent to the correct email address, as was apparent from the Supplemental Agreement. In any event, the court said, any deeming provision, *if* it applies, can be rebutted.

In an application made under s.86 of the AO, it is for the respondent to prove that s.86(1)(c) is made out. In this case, although there was no statement by the Respondent that he did not receive the Notice, he had referred to the obvious discrepancy between the email address stated in the Supplemental Agreement, and the different email address stated in the award where the Notice of Arbitration was said to have been served.

The court said that on the evidence, it could only find that there was no valid service of the Notice of Arbitration on the Respondent and accordingly, the Enforcement Order was set aside.

Court holds arbitration agreement spent and lifts stay of proceedings

Joseph Chung

In ZS Capital Fund SPC & Ors v Astor Asset Management 3 Limited & Anor [2023] HKCFI 1047, the court lifted a stay of proceedings which had been granted in favour of arbitration, holding that the arbitration agreement had been spent. The arbitral tribunal in St Kitts & Nevis had already ruled on all of the parties' disputes, and issued two Awards. The Tribunal ruled that insofar as the parties sought to pursue their arguments relating to Hong Kong's Money Lenders Ordinance, those should be resolved by the Hong Kong court and there was nothing further for the arbitral tribunal to address in the arbitration proceedings. Accordingly, the basis for a stay had gone, notwithstanding that an application to set aside the Awards at the seat of arbitration (in Jamaica) was pending. The court said that the 1st Defendant had not applied to stay the Awards and if the Awards should be set aside in the future, it was always open to the 1st Defendant to apply for a further stay at that stage, based on the change in circumstances constituted by such setting aside.

Background

The Plaintiffs' action against the 1st Defendant in these proceedings concerning loan agreements, had been stayed in favour of arbitration in St Kitts & Nevis. The arbitral tribunal in the St Kitts & Nevis arbitration (Tribunal) ruled that the seat of the arbitration was in Jamaica and issued Awards.

In the First Award, the Tribunal held that it was difficult to accept that the 1st Defendant was not a money lender subject to Hong Kong's Money Lenders Ordinance (Cap.163) (MLO); that the MLO was clear that an unlicensed money lender is not entitled to recover the loan proceeds or any interest thereon unless it comes within the proviso to s.23 which provides for the Hong Kong court to order recovery in certain circumstances; that the Tribunal therefore could not grant the relief sought by the 1st Defendant; and that the 1st Defendant had to apply to the Hong Kong court to obtain relief.

In the Second Award, the Tribunal clarified that the Plaintiffs' counterclaim should also be dealt with by the Hong Kong court, as it similarly involved issues relating to the enforceability of the loan agreements between the parties under the MLO, and to avoid inconsistent rulings. The essence of the two Awards was therefore that the parties' disputes should proceed to be determined in the Hong Kong court.

The 1st Defendant complained that the Tribunal refused to exercise its jurisdiction to adjudicate most of the issues referred to it and had therefore applied to set aside both Awards in the Court of Jamaica, asking for the arbitral proceedings to be commenced *de novo* before a differently constituted tribunal. The Plaintiffs had applied to strike out the setting aside application on the grounds that it was completely groundless and the hearing of the application had been adjourned to 21st September 2023.

The parties' positions

The Plaintiffs said that by analogy with the test as to whether a stay should be granted in favour of arbitration, as set out by Ma J in *Tommy CP Sze & Co v Li & Fung (Trading) Ltd & ors* [2003] 1 HKC 418 at [18] to [22], the stay should be uplifted. The applicable questions on that test were (i) is the clause in question an arbitration agreement? If not, a stay will not be granted; (ii) Is the arbitration agreement null and void, inoperative or incapable of being performed? If yes, a stay will not be granted. (iii) Is there in reality a dispute or difference between the parties? If not, a stay will not be granted. (iv) Is the dispute or difference between the parties within the ambit of the arbitration agreement? If not, a stay will not be granted. The Plaintiffs said that on the second of the four questions, the arbitration agreement was spent and no longer capable of being performed, since the Tribunal has already ruled on the dispute and issued the two Awards.

The 1st Defendant argued that the application to uplift the stay was premature and that it was wrong to say that the arbitration proceedings had concluded, since the 1st Defendant had applied to set aside such proceedings in the supervisory court i.e. in the Supreme Court of Judicature of Jamaica.

Court's decision

The court ordered that the stay of the action be lifted, holding:

(1) The arbitration agreement was spent. The Tribunal had already ruled on all of the parties' disputes, and issued the two Awards. The Tribunal had ruled that insofar as the parties sought to pursue their arguments relating to the MLO, those arguments should be resolved by the Hong Kong court. There was nothing further for the Tribunal to address in the arbitration proceedings. Accordingly, the basis for a stay had gone.

(2) As regards the 1st Defendant's application to set aside the Awards, this did not affect the fact that the Awards were operative and binding on the parties unless and until they were set aside. The 1st Defendant had not applied to stay the Awards. If the Awards should be set aside in the future, it was always open to the 1st Defendant to apply for a further stay at that stage, based on the change in circumstances constituted by such setting aside.

(3) The case authorities did not say that pending the determination of an application to set aside an arbitral award, proceedings in the Hong Kong court should be stayed.

(4) The parties' agreement to arbitration also extended to an agreement that the conduct of the arbitration should be subject to the supervisory jurisdiction of the relevant court of the seat of the arbitration. Insofar as a party is aggrieved by the arbitral process, he should in the first instance pursue remedies under the supervisory jurisdiction. However, that did not mean that the other party was not, in the meantime, free to proceed on the basis of the award as made by the arbitral tribunal, when that award was not the subject of any stay.

Comments

The Hong Kong Court takes the view that, like court judgments, the mere fact that an arbitral award is under appeal (or as in the present case, there is an application for setting aside) will not operate as a stay of enforcement automatically. The aggrieved party should first apply for a stay of the enforcement of the award before the supervisory court in the place of the arbitration. Otherwise, there may be risk of inconsistent findings in the different courts and the arbitration if the award is only set aside after the Court has issued its ruling in Hong Kong.

Court holds arbitrators entitled to immunity

Justin Yuen

In Song Lihua (宋丽华) v Lee Chee Hon [2023] HKCFI 1954, the Hong Kong Court held that arbitrators should be entitled to the same immunity available to judges in respect of their decision-making in the process of arbitration, absent fraud or bad faith. Accordingly, the arbitrator in this case, could not be compelled to give evidence on a challenge to his award.

Background

The court had granted the Applicant leave to enforce in Hong Kong an arbitral award of the Chengdu Arbitration Commission (Commission), under which the Respondent was to pay the Applicant RMB337 million. The Respondent applied to set aside the Enforcement Order on the ground that the arbitration agreement relied upon by the Applicant was not valid, the Respondent was unable to present his case in the Mainland arbitration (Arbitration), the composition of the tribunal or arbitral procedure was not in accordance with the parties' agreement, and/or it would be contrary to public policy to enforce the Award (Setting Aside Application).

Setting Aside application

The Respondent claimed that materials obtained from the Commission in relation to the arbitral proceedings, including a video recording of the 2nd hearing in the Arbitration, were highly relevant and important to the Setting Aside Application, in that they showed one of the arbitrators (QF) was not physically present at the 2nd Hearing and had been attending the hearing remotely, but was seen moving from place to place throughout the proceedings, in public, and using only his mobile telephone without any earphones and that it would be contrary to public policy to enforce the Award, when the proceedings were conducted in such a manner.

Letter of Request

The Respondent separately applied under the Arrangement on Mutual Taking of Evidence in Civil and Commercial Matters between the Courts of the Mainland and the HKSAR (Arrangement), for a Letter of Request to be issued to the Mainland judicial authority (Request), for the Mainland Court to obtain statements from QF, and the secretary to the tribunal (Y), as to QF's location and movements at the time of the 2nd Hearing, the duration of his stay at each location, the electronic equipment or facility utilized by QF (including video and audio equipment/facility) in his participation at the hearing, and how he participated in the hearing to ensure compliance with the principles of confidentiality and to ensure the integrity of the Arbitration (Summons). It also sought a statement from Y as to the location of QF at the time he was electronically linked with the tribunal, the identities of the people around QF, whether QF had participated in the questioning and examination at the hearing; the entity or tribunal approving the manner of QF's participation in the hearing; the communication facilities utilized by QF at the time when he was electronically linked, and whether any security measures had been put in place in respect of the communication facilities at the time when he was linked to the hearing.

The following is the court's judgment in relation to the Summons. The Setting Aside application was yet to be heard when the judgment was handed down.

Can an arbitrator be compelled to give evidence on a challenge to an arbitral award?

In considering the Summons, an issue before the Court was whether an arbitrator can be compelled to give evidence on a challenge to the award (Question). The Question was directed to be answered by the parties, since the effect of the Request was to compel QF, the arbitrator, to give evidence for use in the Setting Aside Application when his Award was challenged as being irregular and against public policy

The Court dismissed the Summons, holding:

(1) The evidence sought to be obtained under the Request was to be used in and for the purpose of the Setting Aside Application. This was an application made to the Hong Kong Court to refuse enforcement of the Mainland Award on the grounds set out in s.95 of the Arbitration Ordinance (Ordinance). The Setting Aside Application was to be determined, at the enforcement stage, by the Hong Kong Court, under Hong Kong law. The evidence sought under the Request and matters relied upon as to the conduct of QF were relevant as to whether the procedures of the Arbitration were in accordance with the parties' arbitration agreement, or in accordance with the procedural law governing the Arbitration, *and* whether it would be contrary to the public policy of Hong Kong to enforce the Award by reason of any serious irregularity or lack of due process in the conduct of the Arbitration. The parties' underlying contract was governed by PRC law, which may also govern the parties' arbitration agreement and procedure of the Arbitration itself. However, the hearing of the Setting Aside Application was governed by Hong Kong law, so far as it related to procedure and the admissibility of evidence. The Ordinance and public policy of Hong Kong were other determining matters affecting the consideration of the Setting Aside Application.

(2) The fact that the Arrangement does not set out the circumstances when the Hong Kong Court may request assistance from the Mainland Court does not mean that the Hong Kong Court can or should make the request for assistance in any case, without consideration of the relevance or admissibility of the evidence. It was against common sense, and a waste of costs and resources, for the court to issue a request to obtain evidence, simply because the request could be made or was within the terms of

the Arrangement, if the evidence was not admissible in the Setting Aside Application to be determined by the Hong Kong Court.

(3) The Respondent's application to the Mainland Court for the Commission to provide the video recording of the entire arbitral proceedings and other materials relating to the 2nd Hearing had now been dismissed, as had his application to the Mainland Court to refuse enforcement of the Award, on the ground of QF's conduct. The decisions of the Mainland Court may be relevant to the Court's consideration of the Setting Aside Application. However, whether evidence was relevant to and admissible for the Setting Aside Application was a matter for determination by the Hong Kong Court, and the mere fact that the Mainland Court had declined the admission of evidence for the proceedings before the Mainland Court did not by itself mean that the Respondent was not entitled to refer to or admit such evidence in the Hong Kong proceedings.

(4) The competence of an arbitrator to give evidence did not mean that he could be compelled to give evidence. The older authorities suggest that an arbitrator may give evidence and be called as a witness on certain matters. Since those decisions, there had in the last three decades been a rapid and substantial growth in the popularity of arbitration and in parties' choice of arbitration as an option for dispute resolution. Arbitrations are now a common form of resolution of disputes, and internationally, courts have generally adopted a pro-arbitration approach and policy in the context of recognition and enforcement of both arbitration agreements and arbitral awards as judgments of the court.

(5) Arbitrators appointed under the parties' agreement are appointed to decide on their formulated dispute in lieu of having the matter litigated before the courts. Arbitrators decide the parties' dispute on facts and on law, on the evidence presented to them and after hearing submissions and arguments made by and for the parties. The arbitration is conducted in accordance with rules of procedure agreed to by the parties, and arbitrators have the duty to act impartially and fairly. Their awards have to be reasoned to enable the parties to understand why the award was made against them. The parties agreed that such an award would be final and binding. It was accordingly widely recognized that arbitrators perform and exercise a judicial or quasi-judicial function, and that arbitrators' decision-making and judgments are comparable in nature and process to those of judges, such that there is a need to protect the course of their independent judgment from threats of suit as well as from collateral attacks.

(6) The court's policy of encouraging and aiding arbitrations, and of upholding parties' choice of arbitration as the manner of final resolution of their disputes is reflected in the Ordinance, which refers to the facilitation of the fair and speedy resolution of disputes by arbitration without unnecessary expense, and to the court's non-interference in arbitrations, save as expressly provided for in the Ordinance.

(7) In this overall context, arbitrators should be entitled to the same immunity available to judges in respect of their decision-making in the process of arbitration, absent fraud or bad faith. The purpose and rationale for such immunity is the protection of the discretionary and independent decision-making process of the arbitrator who performs a judicial function. It is also in line with the public policy and the court's interest in encouraging private dispute arbitration and to protect the autonomy of the arbitral process. Such arbitral immunity and autonomy will be illusory if the court is to compel, or enable the parties to compel, an arbitrator to give evidence as to his decision-making, which includes the arbitrator's exercise of his powers and discretion in the arbitral process, or to explain and justify the manner of exercise of such powers and discretion.

(8) It is not conducive to the policy of arbitral autonomy, and contrary to the objectives of procedural and costs economy, to define areas or matters on which an arbitrator can be compelled to give evidence, such as on the matters which had been included in the submission to arbitration, for the purpose of deciding on the jurisdiction of the tribunal, or as to what had taken place before the arbitrator (the vagueness of such a generalization being an invitation to satellite litigation). These are matters which can be ascertained from the documents served in the arbitration, and from the award itself, and it will be totally unnecessary to call evidence from the arbitrator. This is particularly so in terms of how arbitrations are conducted in the modern age.

(9) The extension of judicial immunity to arbitrators means that an arbitrator is likewise immune from being compelled to testify in relation to how he or she exercised his/her functions in the arbitration. Such immunity is an essential foundation for judicial and arbitral integrity and independence, to ensure that arbitrators and judges can make their decisions on the right result without fear or distractions as to whether they could be made liable for claims of any party.

(10) In the present case, it was within the power and discretion of the tribunal, which included QF, to decide whether to allow the 2nd Hearing to take place remotely, with QF participating by video and audio link, and how the 2nd Hearing should be conducted. It was part of the tribunal's decision-making process and its control of the proceedings before it. If the Respondent contended that the manner in which QF had participated in the 2nd Hearing was unfair or had affected due process, or was in breach of the agreed arbitral procedure, it was open to him to make the proper objection to the tribunal at the relevant time. It was also open to the Respondent to challenge the Award on the grounds set out in s.95 of the Ordinance, as he had now done, but it was not open to him to compel QF as the arbitrator to justify or explain or to give evidence generally on his conduct of the process of the 2nd Hearing, or of how and why he exercised his power and discretion to proceed with the 2nd Hearing in the manner in which it was held. The arbitrator's discretionary powers have to be exercised judicially, and in making the decision and exercising his power in conducting the 2nd Hearing in the way he did, QF was performing his function as an arbitrator. As such, he was entitled to immunity and could not be compelled to give evidence on these matters.

(11) Accordingly, a Request for evidence to be obtained from QF would not be issued. In any event, the evidence as to QF's conduct and manner of his participation in the Hearing was already apparent from the materials inspected by the Respondent's Mainland lawyers and now in the Respondent's possession. He should be able to establish his case on the information and materials available to him, even without the testimony sought from QF.

(12) As against Y, before the court issued the Request on the Respondent's application, the court should be satisfied as to the relevance, necessity and probative value of the evidence sought. Otherwise, it will be a total or disproportionate waste of time and costs, which is neither conducive to the underlying objectives of the Civil Justice Reform nor consistent with the principles and object set out in s.3 of the Ordinance.

(13) The Respondent had not disclosed whether he had ascertained if Y is or was at any relevant time in possession of the information sought from her and whether she or the Commission would consent to releasing any of the particulars sought by the Respondent. Applying common sense, Y would only be able to give evidence as to QF's location and the persons around him by viewing the video of the hearing which showed QF's participation. This could just as effectively be done by the Respondent himself, by those advising or assisting him, and if necessary by the court at the hearing of the Setting Aside Application (since screen captures of the video had been produced by the Respondent). The Respondent and his advisers who had attended the 2nd Hearing had information as to whether QF had asked questions or voiced opinions at the hearing, without Y's further evidence. They also had information and knowledge as to whether there were disruptions in the communication at the hearing.

(14) It would be totally disproportionate to issue the Request for the limited evidence which Y may provide. The interests of justice would not be defeated by declining the application for the issue of the Request.

Comments

The refusal of the judge to issue the letter of request is unsurprising. However, the grounds on which the Respondent sought to set aside the award are interesting. Nowadays, it is common for arbitration hearings to be conducted by video conferencing. The judgment in the Setting Aside Application may provide useful guidance on the limits on how an arbitrator may conduct a remote hearing e.g. whether he can do so when moving from place to place, in public, and using only a mobile phone without any earphones.
The hearing for the Setting Aside application was scheduled to take place on 24 August 2023 and the judgment is yet to be published.

Partner Joseph Chung added to panel of Arbitrators of Borneo International Centre for Arbitration and Mediation panel

Partner **Joseph Chung** has been added to the panel of arbitrators of the Borneo International Centre for Arbitration and Mediation (BICAM), with effect from August 2023.

Established in 2023 in Sabah, Malaysia, BICAM is a distinguished institution providing arbitration and mediation services for alternative dispute resolution users in the region.

Consultant Stanley Lo added to panel of Arbitrators and Mediators of Asian International Arbitration Centre

Consistent with Deacons Construction Practice's initiative in broadening involvement in international arbitration, particularly for serving infrastructure projects under the Belt and Road Initiatives and other civil engineering and railway projects in the region, Consultant **Stanley Lo** had been added to the panel of the Asian International Arbitration Centre (AIAC), as an arbitrator and mediator.

AIAC is a non-profit, non-governmental international arbitral institution. It is a neutral, independent organization for the conduct of domestic and international arbitrations. Established in 1978, AIAC provides world-class institutional support and maintains global reach by expanding its services on Alternative Dispute Resolution, dispute avoidance and holistic dispute resolution. Its panel of dispute resolution professionals comprises over 2,000 individuals from over 78 countries.

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