

## **CURRICULUM VITAE OF MR. SUNDRA RAJOO**

### ***Sundra Rajoo Arbitration Chambers***

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Mr. Sundra Rajoo is an Advocate & Solicitor and Chartered Arbitrator. Earlier, he has practiced as an Architect and Town Planner. He is a Corporate Member of the Malaysian Institute of Architects and Malaysian Institute of Town Planners. He is a Visiting Associate Professor with Universiti Teknologi Malaysia.

He was born on 3<sup>rd</sup> January 1956 and is of Malaysian nationality. He holds a Masters degree in Construction Law and Arbitration (With Merit) from Leeds Metropolitan University where he was the winner of the Annual Prize, North-East Branch, The Chartered Institute of Arbitrators, England. He also holds a Master in Philosophy in Law from Manchester University which he completed as a Chevening Award holder.

After he obtained his first honours degree in Housing, Building and Planning from Universiti Sains Malaysia, Penang in 1979, he started work with Central Bank of Malaysia. He then proceeded to Australia and obtained two professional degrees in Architecture and Town Planning.

While working in Bank Negara Malaysia's Building Division which oversaw the Bank's substantial premises development in the 1980's and early 1990's he read for a law degree with University of London, England. He has the Certificate in Legal Practice (CLP). He has been awarded the Diploma in International Commercial Arbitration held at Keble College, Oxford by Chartered Institute of Arbitrators where he was the winner of the Cedric Barclay Prize for the highest marks in the Award Writing examination of the Diploma.

He was commissioned by the Malaysian Institute of Architects (PAM) to complete the revisions to the PAM/ISM 1969 Form which was the *de facto* Malaysian Standard Form of Building Contract, first started by the late KC Cheang. The result of the commission is the PAM 1998 Form, which is still in use. He drafted the PAM Mediation Rules as part of the PAM 1998 Form.

Mr. Sundra Rajoo is the Founding President and currently the President, Society of Construction Law, (WP and S'gor), Malaysia, a Past Chairman of the Chartered Institute of Arbitrators Malaysia Branch and past Deputy-President of the Malaysian Institute of Arbitrators. Earlier, he had served as Chairman of the Chartered Institute of Arbitrators Malaysia Branch (2000-2002) and Honorary Treasurer, Honorary Secretary and Vice-President of the Malaysian Institute of Arbitrators.

He was a Council Member of the Malaysian Institute of Architects for the years 1990-1992, 1993-2001. He was a member of the Council of Architectural Education Malaysia in 1999-2001 as set up by the Board of Architects Malaysia. He was a member of the Continuing Professional Development (CPD) Working Committee of the Board of Architects Malaysia from 2002 to 2007. He was a member of the Joint Board of Architects Malaysia and the Malaysian Institute of Architects Professional Registration Examination Panel for 1997/1999, 1994/1995.

He was also a member of the legal profession's Disciplinary Board's Investigating Tribunal Panel and Disciplinary Committee Panel 2003/2004. Since March, 2004 to March 2009, he was an Independent, Non-Executive Director of Cement Industries of Malaysia Berhad, a company which was listed on the First Board of the Kuala Lumpur Stock Exchange. He resigned as a Director when the company went private.

He became a Chartered Arbitrator in July 1999, one of 291 persons so designated in the world at that time. He is also a Fellow of the Chartered Institute of Arbitrators, Malaysian Institute of Arbitrators, Singapore Institute of Arbitrators and Indian Council of Arbitration. He is the first Malaysian to be admitted as a member of the Academy of Experts in England.

He is listed on the Panels of the Chartered Institute of Arbitrators, England, Accredited International Arbitrators of the Singapore International Arbitration Centre, Australian Centre for International Commercial Arbitration (ACIC), International Arbitrators of the Cairo Regional Centre for International Commercial Arbitration, the Indian Council of Arbitration, New Delhi, India, Hong Kong International Arbitration Centre, World Intellectual Property Organisation (WIPO) in Geneva, Switzerland, Chinese International Economic Trade and Arbitration Commission (CIETAC), Beijing, PORAM and the Malaysian International Chamber of Commerce and Industry.

He has also been appointed as an Arbitrator of the Olympic Council of Malaysia aimed at settling sports disputes amongst national sports associations. He is the Country Representative of the Dispute Review Board Foundation in Seattle, USA and a

subscribing member of the London Court of International Arbitration. He was also a member of the Worshipful Company of Arbitrators, London.

He has been appointed as chairman, co-arbitrator and sole arbitrator by local and foreign parties, International Chambers of Commerce (ICC), the Chinese International Economic Trade and Arbitration Commission (CIETAC), the Kuala Lumpur, Penang, Kuching High Courts, Regional Centre for Arbitration Kuala Lumpur (KLRCA), Singapore International Arbitration Centre (SIAC), Palm Oil Refineries Association Malaysia (PORAM), Malaysian Institute of Architects (PAM), Board of Architects.

Over the years sitting as arbitrator, he has had over a hundred over appointments as arbitrator for both international and domestic arbitrations. He has presided over disputes and differences which relate to breach of construction and engineering contracts, oil and gas, professional consultancy, sale and purchase, insurance contracts, palm oil, commercial contracts and commercial joint-venture agreements.

Specific issues include defective works, non-payment despite certification by the contract administrator, set-off, breach of contract, determination of contract, extras and variation claims, completion and extensions of time disputes, loss and/or expense claims and damages, non-payment of fees, misrepresentation and professional negligence.

Some examples and details of appointment as Arbitrator include:

	Parties	Arbitral panel	Appointment
1.	Main Contractor v Employer	sole arbitrator	adhoc
2.	Main Contractor v Employer	sole arbitrator	adhoc
3.	Architect v Employer	sole arbitrator	Board of Architects
4.	Vendor v Purchaser	sole arbitrator	KLRCA
5.	Main Contractor v Employer	sole arbitrator	PAM

6.	Main Contractor v Employer	sole arbitrator	PAM
7.	Subcon v Main Contractor	sole arbitrator,	High Court
8.	Contractor v Employer	co-arbitrator,	adhoc
9.	Contractor v Town Council	sole arbitrator,	High Court
10.	Main Contractor v Govt.	sole arbitrator,	adhoc
11.	Architect v Employer	sole arbitrator,	Board of Architects
12.	Contractor v Employer	sole arbitrator,	KLRCA
13.	Subcon v Main Contractor	sole arbitrator,	adhoc
14.	Main Contractor v Employer	co-arbitrator,	adhoc
15.	Main Contractor v Employer	sole arbitrator,	High Court
16.	Lessor v Lessee	sole arbitrator,	adhoc
17.	Main Contractor v Employer	sole arbitrator,	PAM
18.	Subcon v Main Contractor	sole arbitrator,	adhoc

19.	Foreign Contractor v Foreign Govt	sole arbitrator,	adhoc
20.	Insurer v insured	sole arbitrator	adhoc
21.	Claimant v Respondent	presiding arbitrator	adhoc
22.	Claimant v Respondent	presiding arbitrator	adhoc
23.	Main Contractor v State Govt.	sole arbitrator,	PAM
24.	Claimant v Respondent	co-arbitrator	adhoc
25.	Claimant v Respondent	presiding arbitrator	adhoc
26.	Main Contractor v Employer	co-arbitrator,	SIAC
27.	Main Contractor v Employer	sole arbitrator,	ICC
28.	Claimant v Respondent	co-arbitrator	PORAM
29.	Claimant v Respondent	co-arbitrator	CIETEC

Many of his references to arbitration have dealt with technical facts and legal issues. He has given directions for the general conduct of the arbitrations, on matters of exchange of pleadings, discovery, determination of preliminary issues, and use of expert witnesses, taking of evidence, issues of privilege, submissions and cost orders.

He has also ordered and dealt with applications for further discoveries, interrogatories, inspection, viewing, amendments, further and better particulars and time extensions to file or serve pleadings, determining language, place, time, format of the hearings,

granting of adjournments, limiting witnesses, granting and refusing re-openings of hearings, evaluating and using own knowledge in making the award, determining the time for making the award, extending the ambit of the arbitration proceedings, dealing with the issue of representation in arbitration proceedings, allowing documents to be filled out of time and dealing with jurisdictional issues.

He lectured on the Arbitration Law course (also in 2002/2003, 2000/2001) offered in the Masters of Law (LLM) Programme at the Faculty of Law, University of Malaya, Kuala Lumpur. He has been a guest lecturer on arbitration at the Law Faculty, International Islamic University and on the Masters in Contract Management at Universiti Teknologi Malaysia. He is also an invited contributor to the MSc in Construction Law and Arbitration programme offered jointly by National University of Singapore and King's College, University of London in 2004.

He is an approved Tutor and Examiner for Entry Course for Associate and Assessor and Examiner for Accelerated Member and Fellow grade programmes with the Chartered Institute of Arbitrators United Kingdom and has taught in the Institute's Diploma in International Commercial Arbitration course and International Entry Level Course in Jakarta. In recent years, he has taken the lead as Course Director in Entry Level Courses organised by the Chartered Institute of Arbitrators in Malaysia.

He is an examiner for the Chartered Institute of Arbitrators Award Writing Examinations. He has also been a member of the Review Panel for the February, 2003 Award Writing Examination with Neil Kaplan CBE QC and Lord Dervaird determining the basis of the question paper, the marking scheme and the scripts whether candidates passed or failed. He is also a Pupil Master for nominated Fellows aspiring to be Chartered Arbitrators.

He was an invited member of the Arbitration Committee, Bar Council Malaysia, involved in the drafting of the new arbitration legislation as part of arbitration law reform in Malaysia. The Bar Council draft legislation based on UNCITRAL Model Law was submitted to the Attorney-General's Chambers. As a result, the new Arbitration Act 2005 as revised by the Attorney-General's Chambers was enacted.

Presently, he is an invited member of Attorney-General Chamber's Committee involved in proposing amendments to the Arbitration Act 2005 to be enacted in 2009. He was also a Member of the International Advisory Panel, Development & Construction Manual by the Butterworths Asia.

He is the author of “*Law, Practice and Procedure of Arbitration*” 2003, *The Malaysian Standard Form of Building Contract (The PAM 1998 Form)*, Second Edition 1999, and the *Arbitration* title for *Halsbury’s Laws of Malaysia* 2002 as published by Lexis Nexis. He has co-authored with Bill Davidson a book entitled *The Arbitration Act 2005 – UNCITRAL Model Law as Applied in Malaysia*, 2007, Sweet & Maxwell Thomson.

The Chinese International Economic Trade and Arbitration Commission (CIETAC), Beijing, invited him in September 2002 to speak to its arbitrators on international arbitration award writing. The lecture has been published as an article in the CIETAC Yearbook 2002.

A regular seminar and workshop speaker, he has delivered and authored numerous papers and the more recent ones include:

- *Law, Practice and Procedure of Arbitration – The Arbitration Act 2005 Perspective* [2009] 2 MLJ cxxxvi.
- *The Certificate of Completion and Compliance (CCC) in the Building Industry – Bugbear or Bunkum* [2008] MLJ cix (co-authored with Ir. Harban Singh).
- *The New Malaysian Arbitration Regime* [2006] 4 MLJ cxxx (co-authored with WSW Davidson).
- *The New Malaysian Arbitration Act 2005* [August 2006] *Arbitration*, Volume 72, Number 3 (co-authored with Bill Davidson).
- *The Malaysian Arbitration Act 2005 and the UNCITRAL Model Law*, *Asian Dispute Review*, July 2006, Hong Kong International Arbitration Centre (co-authored with Bill Davidson).
- *The Arbitration Act 2005: Malaysia joins the Model Law Community* [2006] *The Law Review* 1 (co-authored with Bill Davidson).
- *Conduct of Arbitration Proceedings* [2005] 6 MLJ lxxiii.
- *Preliminary and Interlocutory Matters in Arbitration* [2005] 4 MLJ xcvi.
- *Duties and Liabilities of Arbitrators* [2005] *The Law Review* 12.
- *Consequences of Default by Parties in Arbitration*, [2005] *The Law Review* 192.
- *Drafting Effective Arbitration Agreements* [2005] 1 MLJ i-xcvi.
- *How to Write an Arbitration Award* [May/June 2004] *INFOLINE*, The Official Newsletter of the Malaysian Bar at p. 22.
- *The Advantages Inherent In Arbitration* [December 2003] *INFOLINE*, The Official Newsletter of the Malaysian Bar at p. 17.
- *The Process of Arbitration in Resolving Sport Disputes* [2003] 4 MLJ cxlviii.
- *Issues Related to Arbitration Conducted under the KLRCA Arbitration Rules* [2003] 3 MLJ xiix.

- *Revocation of Authority and Removal of Arbitrator* (June 2003) INSAF, Journal of the Malaysian Bar Vol. XXXII No. 2 at p. 1.
- *Privacy and Confidentiality in Arbitration* [2003] 2 MLJ lx.
- *Mediation and Alternative Dispute Resolution* [December 2002] INFOLINE, The Official Newsletter of the Malaysian Bar at p. 5.
- *Remuneration of Arbitrators* [2002] 4 MLJ cliv.
- *Evidence in Arbitration* (September 2002) INSAF, Journal of the Malaysian Bar Vol. XXXI No. 3 at p. 77.
- *Commencement of Arbitration* (June 2002) INSAF, Journal of the Malaysian Bar Vol. XXXI No. 2 at p. 115.
- *Arbitration Awards* [2002] 1 MLJ cc.
- *Function, Powers and Duties of the Arbitral Tribunal* [2001] 2 MLJ xvii.
- *Awards of Interest in Arbitration* [2001] 2 MLJ lxxxv.
- *New Developments in International Arbitration in Malaysia* (2001) INSAF, Journal of the Malaysian Bar Vol. XXX No. 3 at p. 62.
- *Costs in Arbitration* (2000) INSAF, Journal of the Malaysian Bar, Vol. XXIX No. 4 at p. 37.

The Malaysian Court of Appeal in *Thye Hin Enterprises Sdn Bhd v DaimlerChrysler Malaysia Sdn Bhd* [2004] 5 AMR 562 approved his views as expressed in his article “*Issues Related to Arbitration Conducted under the KLRCA Arbitration Rules* [2003] 3 MLJ xiix” in arriving at its decision.

He is co-authoring a book on the new PAM 2006 Contract to be published by Lexis Nexis. He is a co-author for Companion Volume (Malaysia, Singapore and Hong Kong) to *Bernstein’s Handbook of Arbitration* 4<sup>th</sup> Edition which is now in progress. He is also writing an authoritative book on Construction Law to be published by Thomson Sweet & Maxwell.