

Legal TAPS

ISSUE AUG 2019

IN THIS ISSUE: MERGER CONTROL IN COMMUNICATIONS MARKET | TRADEMARKS ACT 2019 | EXCLUSION CLAUSES IN MALAYSIA

Celebrating
1989-2019



CONTENT



02 Merger Control in Communications Market

Nicole Leong



09 Exclusion clauses in Malaysia: Are they still enforceable?

Chuah Chong Ping



05 Trademarks Act 2019 – What’s New?

Lee Lin Li, Lim Bee Yi, Low Kok Jin



12 Celebrating 30 Years

Editorial Committee

- Lim Jing Xian
- Tan Wy Lu
- Lim Bee Yi
- Teo Wai Sum
- Leonard Yeoh
- Sue Low

Accolades



MERGER CONTROL IN COMMUNICATIONS MARKET

By Nicole Leong

On 21 May 2019, the Malaysian Communications and Multimedia Commission ('MCMC') announced that it has released two documents: Guidelines on Mergers and Acquisitions ("M&A Guidelines") and Guidelines on Authorisation of Conduct ("Authorisation Guidelines") both dated 17 May 2019. It will not be exaggerating if one says the announcement on the proposed merger between Axiata Group Berhad and Telenor ASA for their operation in ASEAN expedites the finalisation of the M&A Guidelines and Authorisation Guidelines by MCMC since the public consultation on the drafts was held more than 1 year ago.

This article aims to provide an overview on merger control in the communications market in Malaysia.

MCMC is the competition regulator for communications market

Competition law in Malaysia is mainly regulated by the Competition Act 2010. The Competition Act 2010 specifically carve out the commercial activity which is regulated under the Communications and Multimedia Act 1998 ("CMA"). Given that, MCMC continues to regulate competition in Malaysia's communications sector.

Key competition provisions under the CMA

The key competition provisions under the CMA are discussed below :-

- Section 133 reads "A licensee shall not engage in any conduct which has the purpose of substantially lessening competition in a communications market".
- Section 139(1) reads "The Commission may direct a licensee in a dominant position in a communications market to cease a conduct in that communications market which has, or may have, the effect of substantially lessening competition in any communications market, and to implement appropriate remedies".

Notably, there was a lacking of clarity on how MCMC will regulate M&A within the communications market before issuance of the M&A Guidelines and Authorisation Guidelines even though the CMA clearly regarded M&A as part of the regulated "conduct" under Sections 133 and 139 as mentioned in the SLC Guidelines (as defined below).

- A firm acquires assets (including goodwill) of another firm which results in the former replacing the latter in the business of which the latter was engaged in immediately before the acquisition; or
- A joint venture is created to perform, on a lasting basis, all the functions of an autonomous economic entity, and involves changes in the shareholding structure of the firm

As indicated in Sections 133 and 139(1) of the CMA, the pre-requisite for MCMC to exercise their regulatory power is that at least 1 party to the proposed M&A is a licensee operating in the Malaysian communications market. A licensee is a person who either holds an individual licence issued by MCMC, or undertakes activities which are subject to a class licence, granted under the CMA. The M&A Guidelines further explains that the MCMC will also be interested in a M&A between a domestic entity and a non-domestic entity when the resulting merged or acquired entity would be in a position to obtain a license under the CMA.

Prohibited Merger

Not all mergers that lessen competition are prohibited. According to the CMA, a merger will only be prohibited if it substantially lessens competition. Notwithstanding that merger parties are not legally required to notify MCMC of a proposed merger, parties are encouraged to have the proposed merger considered on competition grounds. Proceeding without clearance means merger parties may be at risk of MCMC taking legal action which may result in a court injunction order blocking the M&A. In addition, a person who contravenes Section 133 or 139(1) commits an offence and shall, on conviction, be liable to a fine not exceeding RM500,000 or to imprisonment for a term not exceeding 5 years or to both. The M&A Guidelines cover both anticipated and completed M&A.

Options available

- Confidential Assessment
- Voluntary Assessment
- Authorisation

Confidential Assessment

The assessment will be carried out in confidential as it will not be subject to third party consultation and MCMC will not make an announcement in respect of conducting an assessment or its final decision. To qualify for this confidential assessment, (i) the M&A must not be publicly announced; (ii) the M&A must be more than speculative or hypothetical; and (iii) the parties to the M&A must have a good faith intention to proceed with the M&A. Any view taken by MCMC following a confidential assessment is non-binding and qualified by the need for a full assessment of the M&A once it has been publicly announced. This informal assessment is expected to be dealt with more quickly than the voluntary assessment.

Merger control under the Guidelines

For merger control, the following guidelines which were published in 2014 will also be relevant besides the M&A Guidelines and Authorisation Guidelines –

- Guidelines on Substantial Lessening of Competition (“SLC Guidelines”), which explains how MCMC will apply the test in SLC in a communications market.
- Guideline on Dominant Position, which explains MCMC’s general approach to the application of the “dominant position” test under Section 137 of the CMA.
- Market Definition Analysis, which sets out MCMC’s proposed market definitions for a range of communications-related products, services and facilities.

A detailed examination of each Guideline will warrant a separate discussion.

Mergers regulated by MCMC

MCMC will deem a M&A to take place when any of the following occurs:

- 2 or more previously independent firms merge by (i) combining the firms into a new firm, with each firm ceasing to exist as separate legal entities; or (ii) 1 firm being absorbed into another, where the former ceases to exist as a legal entity and the latter retaining its legal entity;
- 1 or more firms acquire direct or indirect control of the whole or part of 1 or more of the firms

Voluntary Assessment

MCMC views the following M&A may raise competition issues and suitable for notification and assessment –

- 1 of the parties to the M&A is a licensee who is already in a dominant position in the communications market; or
- The M&A results or may result in a licensee obtaining a dominant position in the communications market.

The indicative post-M&A dominance market share for a merged or acquired entity is **40% or more**.

From a competition law and merger control perspective, it is possible to separate mergers into three types:

- i) horizontal mergers (involves firms at the same level functional level of supply chain),
- ii) vertical mergers (involves firms at the different level functional level of supply chain),
- iii) conglomerate mergers (neither horizontal nor vertical but involves firms operating in different product markets).

MCMC will consider M&A specific effects separately for horizontal and non-horizontal mergers. Horizontal mergers are usually primary concerns for some competition authorities in foreign jurisdictions because it tends to raise the level of concentration on market, thus reducing the competitiveness. In some foreign jurisdictions like the UK, non-horizontal mergers is generally accepted as not raising competition concerns, although they may weaken rivalry and result in SLC under certain conditions.

The overview of the assessment process provided in the M&A Guidelines indicates that MCMC aims to complete the assessment and issue a decision within 170 business days from the receipt of the application. On completing an assessment, MCMC may either make a favourable decision and not object to the M&A or make an unfavourable decision and object to the M&A.

Authorisation with undertaking

MCMC may authorise prohibited conduct under section 140 which might otherwise be prohibited under section 133 or section 139(1), if it is satisfied that the conduct is in the national interest. MCMC may need to be satisfied that the national interest in the conduct outweighs the possible negative effects (if any) of substantially lessening competition in a communications market.

An application for assessment does not constitute an application for authorisation. Parties to a M&A may apply for assessment of their transaction under M&A Guidelines and if unsuccessful, may then apply for authorisation of conduct under the Authorisation Guidelines. Parties to a M&A may opt parallel applications for both assessment and authorisation at the same time.

Appeal to Appeal Tribunal and Judicial Review to Court

A person who is aggrieved or whose interest is adversely affected by a decision or direction (but not a determination) of the MCMC may appeal to the Appeal Tribunal for a review of the merits and the process of certain decisions or directions. If this fails, a person may apply to the court for a judicial review of such decision or other action. However, judicial review cannot be resorted to unless all other remedies provided under the CMA have first been exhausted.

Concluding Remarks

The impact of implementation of 5G wireless technology appears to be fuelling the M&A trends in communications market globally. The 2 new guidelines issued by MCMC in May is timely as M&A activity is expected to increase as the entire industry is set to be impacted by the implementation of 5G wireless technology.



NICOLE LEONG - Partner
Nicole Leong practices in the Corporate & Commercial Practice Group

For further information and advice on this article and/or on any areas of corporate and commercial advisory work, please contact nicole.leong@taypartners.com.my



Trademarks Act 2019 – What's New?

By Lee Lin Li, Lim Bee Yi, Low Kok Jin

“The 163-page Trademarks Bill 2019 certainly means more than just contracting “trade mark” into a single word. In these articles, we highlight the most important changes to our existing Trade Marks Act 1976.”

Since coming into force in 1983, the Malaysian Trade Marks Act 1976 is feeling the effects of the passage of time and will at long last be overhauled when the new Trademarks Act 2019 comes into force in late 2019. The bill was presented for first reading in Parliament on 9 April 2019 and was passed after the second reading on 2 July 2019.

While still fresh from the Parliamentary oven, we highlight some significant welcome changes in the new Act especially for the rights holders. It is worth noting that many of the proposed changes mirror or resemble the trademark provisions in other Commonwealth jurisdictions such as the UK Trade Marks Act 1994, the Australian Trade Marks Act 1995 and the Singaporean Trade Marks Act to name a few.

Accession to the Madrid Protocol

The new Act will facilitate Malaysia's accession to the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks (also known as the Madrid Protocol) which allows the filing of a single application to register a trademark in up to 120 countries. The days of Malaysian trademark owners filing separate national applications in these countries to obtain trademark protection will soon be over and so will filing Malaysian applications by foreign owners from these countries in Malaysia.

The new Act does not elaborate on the implementation of the Madrid Protocol but instead empowers the Minister to make regulations to give effect to the same, including all matters relating to international applications, requests to extend protection afforded by international registrations to Malaysia, transformation of international applications/registrations, cancellation of international registrations as well as fees and renewal procedure. It is expected that the regulations would substantially reflect the terms in the Madrid Agreement and the Protocol Relating to the Madrid Agreement.

Expansion of registrable subject matter

The new Act now recognises the registrability of non-traditional marks such as sound, scent, holograms, positioning and animations as long as they are capable of being represented graphically (can be visually depicted) and distinguishing goods or services of their owners from those of others. This expands Malaysia's offering in the international arena but some challenges may be expected for the new registrable subject matters, such as the question of scent marks being graphically represented.

Applications in multiple classes

The new Act ushers in the long-awaited change: individual applications to register a mark in different classes will be replaced by a single application designating those classes. This brings about a reduction of paperwork with the intention of further reducing the time taken for the completion of the formality examination phase.

Together with the multiple-class applications are corresponding provisions for divisions and mergers of applications for effective management by rights holders of their portfolio of trademarks. Applications and registrations may now be divided into two or more separate applications or registrations, as the case may be. Similarly, two or more separate applications or registrations may now be merged into one application or registration.

Filing date unaffected by priority date

The new Act streamlines the filing date of applications which will now be the date of receipt by the Trademark Office of the trademark application. It further provides that any claimed priority date will have no effect on the filing date except in searches for earlier trademarks.

Another important change to note is that where the formality requirements are fulfilled on different dates, the filing date shall be the last of those days. For instance, under the existing Act, submission of the translation or transliteration for a mark containing non-roman or non-English characters after the application is filed has no impact on its filing date. Under the new Act, however, the filing date will change accordingly.

Series marks

The new Act sees a substitution of the words “other matter” with “standard fonts”. While this provides clarity for the scope of a series mark, it is a narrowing down of marks which may form a series as it now leaves almost no room for interpretation to decide if a group of marks are eligible for a series registration if it is not “standard font”.

Relative grounds and absolute grounds

Trademark applications will now be examined under two main sections, namely, Sections 23 and 24 of the new Act. Section 23 sets out an extensive list of absolute grounds for refusal concerning the inherent registrability of the marks with the primary grounds being that such marks are descriptive, non-distinctive, generic, or otherwise incapable of graphic representation. Specifically, the new Act prohibits registration of a shape mark if the mark is simply a result of the nature of the goods themselves, or the shape is necessary to achieve a technical result or the shape otherwise contributes substantial value to the goods.

Section 24 sets out a list of relative grounds for refusal which hinge on examination of earlier marks including well known marks. The provisions largely resemble the existing regime and it is anticipated that the Registrar's current approach to examining new applications will continue.





Possibly no more second bite of the cherry

In an interesting development, the new Act now provides that an applicant may only avail itself to one round of argument at the Registry level if registration is refused as opposed to the present two rounds of arguments. This initial refusal is known as the Registrar’s provisional refusal. If the Registrar maintains his refusal following the applicant’s representations, he will issue the total provisional refusal where the applicant’s next course of action would be to appeal to the High Court. This may be undesirable for rights holders as it could signal an increased cost and complexity to overcome the Registrar’s objections in future.

Voluntary disclaimer irrevocable

Unlike the present regime on disclaimers, they may now be offered by applicants only and shall not be revoked if the Registrar accepts their applications. The “disclaimers” to be imposed by the Registrar would instead be known as “conditions” and “limitations”.

Registrable Transactions

The new Act introduces a new concept of “registrable transactions” which are to be defined by the Registrar in his guidelines or practice directions. While no such guidelines or practice directions have been issued, the Singapore Trade Marks Act defines “registrable transactions” to include an assignment of a trademark or any right in it, the grant of a trademark licence, the grant of any security interest (whether fixed or floating) over a trademark, a court order transferring a trademark and the making by a personal representative of an assent in relation to a trademark. It is expected that Malaysia will adopt a similar position.

The importance of these provisions lies in the enforcement, in that any registrable transaction that is not applied for registration would be ineffective against another person with a conflicting interest in the trademark to which the registrable transaction relates. For instance, a person who becomes proprietor of a trademark by virtue of a registrable transaction (e.g. assignment) may not claim remedies for any infringement which occurs before his application to register the assignment.

So Long, Registered Users

The new Act does away with the present system of registered users and replaces it with licensing provisions. Though being a registrable transaction, licences are exempt from registration and would be effective so long as it is in writing and is signed by the licensor.

The new Act further provides that a licence will be binding on the licensor’s successors-in-title unless otherwise stated, or where a person who acts in good faith and without notice of the licence has given valuable consideration for the interest in the trademark.

Renewals

Renewals that are due when the new Act comes into effect will be subject to the new provisions, while trademarks registered before the new Act comes into force will be dealt with under the existing Act.

It is further stated that the renewal fee under the new Act would be applicable even if such fee has been paid before the new Act comes into force. While this suggests an undesirable case of double payments, it is anticipated that the proprietors would only need to pay the additional amount, if any.

Duties of Trademark Agents

It is arguable in the past that trademark agents under the existing Act may refuse service of cause papers for court proceedings (e.g. infringement and rectification claims). The new Act now appears to provide that cause papers may be served on trademark agents. This departs from all other cases where plaintiffs are required to obtain leave from the Court for service on defendants who are out of jurisdiction.

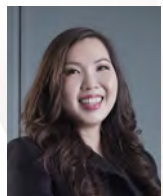
It is also worth noting that the new Act now recognises that communications made between trademark applicants or proprietors and their trademark agents are privileged to the same extent as a solicitor-client privilege.

Conclusion

In this part of our two-part discussion, we highlight the salient changes to the present Malaysian Trade Marks Act 1976 in relation to trade mark applications and registrations. In our next article, we set out the changes to the Act with regards to the enforcement of trade mark rights by rights holders.



LOW KOK JIN - Associate
kokjin.low@taypartners.com.my



LIM BEE YI - Partner
beeyi.lim@taypartners.com.my



LEE LIN LI
Partner, Head of IP & Technology Practice Group.

For further information and advice on this article and/or on any areas of IP & Technology, please contact:
linli.lee@taypartners.com.my



Exclusion clauses in Malaysia: Are they still enforceable?

By Chuah Chong Ping

In its recent judgment in the landmark case of *CIMB Bank Bhd v Anthony Lawrence Bourke & Anor* [2019] 2 CLJ 1, the Federal Court held that an exclusion clause which provides absolute restriction of a party's rights to claim for all forms of damages under a suit for breach of contract or negligence, offends section 29 of the Contracts Act 1950.

What is the significance of this judgment and how would it affect the validity or enforceability of various exclusion clauses found in contracts in Malaysia?

Background

The respondents ("the plaintiffs"), a British couple residing in the United Kingdom commenced a suit in the High Court against the appellant ("the defendant"), CIMB Bank Berhad for breach of contract, negligence and breach of fiduciary duty, claiming for loss and damages together with aggravated/exemplary damages, interests and costs.

It all began when the defendant granted a term loan facility of RM715,487 to the plaintiffs to finance a property purchase. The property purchased by the plaintiffs was still under construction. Pursuant to the loan agreement, direct payment was to be made by the defendant on behalf of the plaintiffs to the property developer on a progressive basis upon issuance of invoices to the defendant.

On 13 March 2014, the defendant received an invoice from the developer which is due for payment on 25 March 2014. Subsequently, on 20 March 2014, the defendant's disbursement department sent an email requesting its branch to conduct a site visit inspection on the property. However, there was no confirmation of any site visit inspection being conducted on the property for 3 months after the due date of the invoice despite email reminders by the defendant. The need of a site visit inspection as an additional condition to disburse payment of the invoice was never communicated to the plaintiffs nor the developer. There was also no request by the defendant to the developer to extend the due date of the invoice for the purpose of the site visit inspection. The invoice remained unpaid for about a year and as a result, the developer terminated the sale and purchase agreement of the property.

High Court – Plaintiffs' claim dismissed

The High Court held that clause 12 of the loan agreement clearly excludes any and all forms and amount of loss and damage and it effectively excludes the defendant's liability in contract and in tort. The plaintiffs' claim was therefore dismissed. The plaintiffs were dissatisfied with the High Court's decision and filed an appeal to the Court of Appeal.

Court of Appeal – Plaintiffs' appeal allowed

Essentially, the Court of Appeal allowed the plaintiffs' appeal and held as follows:

- a. The defendant had breached its main obligation under the loan agreement when it failed to pay the invoice. It was a breach of the most fundamental term of the loan agreement which went to the root of the contract.
- b. The defendant had breached its duty of care to the plaintiffs as its customer in the handling of the loan disbursement which gave rise to the termination of the sale and purchase agreement by the developer and thereby causing the plaintiffs to suffer loss and damage.
- c. Clause 12 of the loan agreement was in effect a clause that absolutely restrained legal proceedings and was void under section 29 of the Contracts Act 1950.

The argument that clause 12 was void under section 29 of the Contracts Act 1950 was first brought up by the plaintiffs' counsel in the Court of Appeal without objection from the defendant's counsel. Dissatisfied with the outcome in the Court of Appeal, the defendant appealed to the Federal Court.

Federal Court – Defendant's appeal dismissed

Clause 12 reads as follows:

Liability

Notwithstanding anything to the contrary, in no event will the measure of damages payable by the Bank to the Borrower for any loss or damage incurred by the Borrower include, nor will the Bank be liable for, any amounts for loss of income or profit or savings, or any indirect, incidental, consequential, exemplary, punitive or special damages of the Borrower, even if the Bank had been advised of the possibility of such loss or damages in advance, and all such loss and damages are expressly disclaimed.

The issue before the Federal Court was to determine whether clause 12 of the loan agreement offends section 29 of the Contracts Act 1950.

Section 29 of the Contracts Act 1950 reads:

Agreements in restraint of legal proceedings void

29. Every agreement, by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights, is void to that extent.

Clause 12 is an absolute restriction

The Federal Court rejected the defendant's contention that clause 12 merely excludes the plaintiffs' right to certain types of damages to be claimed against the defendant and not a total ouster of the court's jurisdiction and therefore does not offend section 29 of the Contracts Act 1950. The Federal Court found that a relief or remedy is part and parcel of a cause of action and not severable from it.

While the law recognises the principle of freedom of contract and that the parties are bound by the terms of the contract which they entered into and that it is the court's duty to give effect to the clear and plain meaning of the words in the contract, the Federal Court agreed with the Court of Appeal after examining the Supreme Court decision in *New Zealand Insurance Co Ltd v Ong Choon Lin* [1992] 1 CLJ 44 and found that if clause 12 of the loan agreement is allowed, it would be "an exercise of futility for the plaintiffs to file any suit against it [the defendant]".

It was found that clause 12 negates the rights of the plaintiffs to a suit for damages, and the kind of damages spelt out in the clause encompasses and covers all forms of damages under a suit for breach of contract or negligence. Clause 12 provides that "the defendant will not be liable for any amount for loss of income or profit or savings, or any indirect, incidental, consequential, exemplary, punitive or special damages". The Federal Court held that clause 12 is clearly an absolute restriction, and thereby prohibited by section 29 of the Contracts Act 1950.

Public policy and unconscionability

It was also pointed out by the Federal Court that the bargaining powers of the parties to most banking agreements are different and never equal. The reality is that a customer has to accept all the terms and conditions of a standard contract prepared by the product or service provider. The Federal Court held that the plaintiffs have unequal bargaining power with the defendant – an ordinary customer would probably not be aware of or understand the exclusion clause in the standard contract and ultimately be told to take it or leave it.

Therefore, premised on the principle of public policy and unconscionability, the Federal Court held that there is patent unfairness and injustice to the plaintiffs had clause 12 been allowed to deny their claim or rights against the defendant. The Federal Court further held that it is unconscionable and an abuse of the freedom of contract for the bank to seek refuge behind the clause.

Second thoughts

It is pertinent to note that clause 12 specifically excludes liability for "any amount for loss of income or profit or saving" and "any indirect, incidental, consequential, exemplary, punitive or special damages". It may be argued that clause 12 does not expressly preclude a claim for direct losses or damages arising from the defendant's breach of contract or negligence such as progress payments forfeited by the developer upon termination of the sale and purchase agreement; monthly interest paid on the loan amount disbursed prior to the termination; and all expenditure incurred in the preparation of the sale and purchase agreement and the loan agreement (e.g. legal fees and stamp duty).¹

¹ "Can a Mere Exclusion Clause be Considered an Ouster of the Court's Jurisdiction?" by Choong Shaw Mei, 20 January 2018, The University of Malaya Law Review, <https://www.umlawreview.com/lex-in-breve/can-a-mere-exclusion-clause-be-considered-an-ouster-of-the-courts-jurisdiction>



Conclusion

Despite the Federal Court's decision, exclusion clauses in contracts in Malaysia are still valid and enforceable if they do not offend section 29 of the Contracts Act 1950. In other words, based on the existing or current position of law, exclusion clauses will continue to be upheld by the courts so long as they do not constitute an absolute restriction to absolve a party from any liability or any form of damages.

For ordinary customers or consumers, the decision by the Federal Court was a landmark in allowing claims against banks for acts of negligence despite the presence of exclusion clauses in a slew of the banks' standard forms and contracts. To avoid such claims by customers in the future, it is necessary for banks in Malaysia to enhance their daily operations and improve management of their dealings with all parties involved.



CHUAH CHONG PING - Associate chongping.chuah@taypartners.com.my
Chong Ping practices in the Litigation & Dispute Resolution Practice Group

For further information and advice on this article and/or on any areas of dispute resolution, please contact:
Cheah Soo Chuan soochuan.cheah@taypartners.com.my



Celebrating 30 Years

The first half of 2019 has been more than exciting at Tay & Partners. On 14 March 2019, we organised a seminar named “Corporate Liabilities under Anti-Corruption Laws and Anti-Money Laundering in Malaysia” at Sime Darby Convention Centre. The seminar was organised to raise awareness of the corporate liability amendments to the Malaysian Anti-Corruption Commission Act that was passed in December 2018. The Malaysian Anti-Corruption Commission (Amendment) Act 2018 introduces corporate liability for corruption offences for the first time in Malaysia. Once it comes into force in 2020, directors of companies and C-suites will be held personally liable for acts of corruption (or gratification) committed by the company, either by personnel or parties acting on behalf of the organisation. We had also invited a guest speaker, Mr. Zakaria bin Mohamad Nor from SIRIM QAS to speak on the ISO 37001: Anti-Bribery Management System Certification. The reception was good, with more than 80 participants attending the talk.

On 29 April 2019, in-collaboration with Bird & Bird, an international law firm, we organised a seminar entitled “Trade & Investments with China: Post Investment Laws” at EQ Hotel, Kuala Lumpur. The timing of the seminar was perfect as China’s National People’s Congress had just passed a new Foreign Investment Law in mid-March 2019. In essence, the new legislation indicates the Chinese government’s willingness to further open up its market to foreign businesses and to address complaints that have been prevalent among foreign investors. Additionally, our Head of Employment & Industrial Relations, Mr. Leonard Yeoh and Ms. Ying Wang, a partner of Bird & Bird Shanghai jointly delivered a comparative discussion on China and Malaysia’s position on employment practice and laws. The seminar was very well received with almost a full house attendance.





We hosted a dinner reception at the Le Meridien Hotel on 21 June 2019 to celebrate our milestone of 30 years. We commemorated this joyous occasion with our respectful and ever supportive clients and close friends. We enjoyed the evening with excellent performances, drinks, delicacies and music. A group of young, innovative and passionate dancers choreographed a great number for the opening performance of our dinner using 4D projection mapping and Diabolos to showcase the firm's core expertise and values. The opening performance left the audience in awe and spellbound. It was indeed an evening to remember with guests travelling from outside of Kuala Lumpur to celebrate this joyous occasion with us.

Tay & Partners started in Johor Bahru in 1989 and set up the Kuala Lumpur office 2 years later. We have grown steadily over the years and continues to thrive as one of the most prominent law firms in Malaysia and that is made possible only by the trust and faith vested in us by our clients. We have always pride ourselves as a law firm with a difference. We do not subscribe to a fixed formula. Every client-solicitors relationship is unique. Our goal will be to complete every transaction with distinction, to partner our clients and carry out every assignment with vigour, spirit and enthusiasm, to collaborate and bring on the empathy and insights the client wants, and to exceed expectations.

We have been in business for 30 years and that is possible only because of the people who believe in us, who gave us a chance and to whom we want to say Thank You.

“ Many a times what distinguishes one from another is Trust and Integrity. These are the values we live by for the last 30 years. Doing the right thing and doing it with integrity has earned us the trust of our clients and we believe will continue to win us new clients in the next 30 years and more. ”

Mr. Tay Beng Chai
 Managing Partner
 Opening Remarks in 30th Anniversary Dinner
 21 June 2019





•Advocates & Solicitors•Registered Trade Mark•Patent & Industrial Design•Agents Notary Public•

Kuala Lumpur Office

6th Floor, Plaza See Hoy Chan, Jalan Raja Chulan,
50200 Kuala Lumpur, Malaysia.

Tel: +603 2050 1888 Fax: 603 2031 8618

mail@taypartners.com.my

Johor Bahru Office

Suite 15.02, 15th Floor Menara Zurich, 15,
Jalan Dato' Abdullah Tahir, 80300 Johor Bahru, Malaysia.

Tel: +607 331 6136 Fax: 607 332 2898

mail_jb@taypartners.com.my

www.taypartners.com.my

LegalTAPS is a collective effort of the firm to bring relevant legal updates and information to you.
PP19080/08/2016 (034573) KDN:PQ/PP1505 (19080)