

Jointly organised by:



## Setting Aside Arbitral Awards and Commercial Implications from the New Language Requirement for Indonesian Transactions

23 March 2010 (Tuesday), 8.00am – 10.15am, Supreme Court Auditorium

This breakfast seminar is brought to you by the Singapore Academy of Law (“SAL”) and the Singapore International Chamber of Commerce (“SICC”). The seminar will cover two key areas – 1) Setting Aside Arbitral Awards and 2) Commercial Implications from the New Language Requirement for Indonesian Transactions. An interactive panel discussion with our speakers and other panelists at the end of the seminar will give you an opportunity to clarify any issues and doubts you might have on the two topics.

### **Setting Aside Arbitral Awards**

Given the known benefits of arbitration, it is not uncommon to find arbitration clauses featured in commercial contracts. Arbitration agreements almost always provide that the award rendered by a tribunal is final and binding. An arbitral award may only be set aside by a Court in limited circumstances. However, what should one do if the arbitral tribunal has made obvious errors of fact or law? How does the Court address the problem of balancing finality of arbitration proceedings with achieving justice for the parties?

Find out what possible options are available for commercial parties finding themselves fixed in this situation and what are the approaches taken in Singapore compared with that in Indonesia, with references made to the ongoing case between *Lirik Petroleum and PT Pertamina*.

### **Commercial Implications from the New Language Requirement for Indonesian Transactions**

The new Indonesian law requires the use of the Indonesian language for a memorandum of understanding or an agreement involving Indonesian parties. Businesses need to be aware of the issues arising from the new language requirement when entering into commercial agreements with Indonesian parties. Foreign investors entering into contracts with Indonesian parties need to consider each transaction on a case by case basis and take note of the market practice to ensure that a commercial deal is put together properly.

Find out what commercial implications this new language requirement has on international business and investors with commercial interests and dealings in Indonesia.

#### **Programme**

8:00 – 8:30am	Breakfast and Registration
8:30 – 8:45am	Welcome Address
8:45 – 9:05am	Setting Aside Arbitral Awards <i>(Mr Timothy Cooke, Associate, Baker &amp; McKenzie.Wong &amp; Leow)</i>
9:05 – 9:25am	Commercial Implications from the New Language Requirement for Indonesian Transactions <i>(Mr John Nagulendran, Associate, Herbert Smith LLP)</i>
9:25 – 10:00am	Panel Discussion <i>(Facilitator: Mr Wong Kien Keong, Principal, Baker &amp; McKenzie.Wong &amp; Leow)</i>
10:00 – 10:10am	Closing Remarks
10:15am	End of Seminar

## SPEAKERS



**Timothy Cooke, Associate, Baker & McKenzie.Wong & Leow**

Timothy Cooke is an Associate at Baker & McKenzie.Wong & Leow, and has been practising in the area of dispute resolution for ten years. He has advised and represented clients in litigation, arbitrations and mediations in Singapore, the United Kingdom, the Cayman Islands and the British Virgin Islands in a wide variety of commercial disputes, particularly in the areas of oil and gas, telecommunications, engineering and construction, insurance and reinsurance and banking. He has advised and represented parties in numerous Singapore arbitration proceedings arising out of Indonesian transactions, including participating interests in oil and gas fields, an infrastructure project in Jakarta, joint venture agreements and distribution agreements



**John Nagulendran, Associate, Herbert Smith LLP**

John Nagulendran is an Associate at Herbert Smith based in Singapore, and is a member of the firm's dedicated Indonesian practice. He has spent the last two years advising foreign investors on a range of Indonesian related commercial, corporate and energy transactions, having recently completed a one year secondment to Herbert Smith's associated Indonesian law firm, Hiswara Bunjamin & Tandjung, in Jakarta. Formerly based in Herbert Smith London office for four years, John started his career practising commercial litigation and insolvency law at Rajah & Tann. John is qualified to practice both Singapore and English law and, following his return to Singapore last year, became a member of the International Promotion of Singapore Law Committee of the Singapore Academy of Law.

## SETTING ASIDE ARBITRAL AWARDS AND COMMERCIAL IMPLICATIONS FROM THE NEW LANGUAGE REQUIREMENT FOR INDONESIAN TRANSACTIONS

23 March 2010, Tuesday • 8:00am – 10:15am • Supreme Court Auditorium  
(1 Supreme Court Lane, Level B2, Singapore 178879)

### REGISTRATION FORM

(Closing date: 16 March 2010)

If you are interested to participate in this seminar, please register by completing this registration form and email it to [singaporelaw@sal.org.sg](mailto:singaporelaw@sal.org.sg). Alternatively, you may also fax the completed registration form to 6334 4940. All successful registrants will receive a confirmation email by 19 March 2010.

Name: Mr / Ms / Mrs / Dr \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(For those who are driving, parking is available either at The Adelphi or The Parliament House).