

# Legal Updates

## Legislation

1. Money Services Business Act 2011 [Act 731] cif 1 December 2011

[www.federalgazette.agc.gov.my/outputp/pub\\_20111130\\_P.U.\(B\)590-penetapan%20tarikh%20permulaan%20kuat%20kuasa.pdf](http://www.federalgazette.agc.gov.my/outputp/pub_20111130_P.U.(B)590-penetapan%20tarikh%20permulaan%20kuat%20kuasa.pdf)

For the Act, see

[www.federalgazette.agc.gov.my/outputaktap/20110915\\_AKTA%20731\\_BI\\_Act%20731%20BI.pdf](http://www.federalgazette.agc.gov.my/outputaktap/20110915_AKTA%20731_BI_Act%20731%20BI.pdf)

or

[www.bnm.gov.my/index.php?ch=14&pg=17&ac=886&full=1](http://www.bnm.gov.my/index.php?ch=14&pg=17&ac=886&full=1)

Subsidiary legislation published under the Money Services Business Act 2011:

- Money Services Business (Minimum Capital Funds) Regulations 2011  
[www.federalgazette.agc.gov.my/outputp/pua\\_20111130\\_P.U.%20%28A%29%20392%20PERATURAN-PERATURAN%20PERNIAGAAN%20PERKHIDMATAN%20WANG%20%28DANA%20MODAL%20MINIMUM%29%202011.pdf](http://www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.%20%28A%29%20392%20PERATURAN-PERATURAN%20PERNIAGAAN%20PERKHIDMATAN%20WANG%20%28DANA%20MODAL%20MINIMUM%29%202011.pdf)
- Money Services Business (Compoundable Offences) Regulations 2011  
[www.federalgazette.agc.gov.my/outputp/pua\\_20111130\\_P.U.%20%28A%29%20391%20PERATURAN-PERATURAN%20PERNIAGAAN%20PERKHIDMATAN%20WANG%20%28KESALAHAN%20BOLEH%20DIKOMPANUN%29%202011.pdf](http://www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.%20%28A%29%20391%20PERATURAN-PERATURAN%20PERNIAGAAN%20PERKHIDMATAN%20WANG%20%28KESALAHAN%20BOLEH%20DIKOMPANUN%29%202011.pdf)
- Money Services Business (Exemption of Fees) Order 2011  
[www.federalgazette.agc.gov.my/outputp/pua\\_20111130\\_P.U.%20%28A%29%20390%20PERINTAH%20PERNIAGAAN%20PERKHIDMATAN%20WANG%20%28PENGECCUALIAN%20FI%29%202011.pdf](http://www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.%20%28A%29%20390%20PERINTAH%20PERNIAGAAN%20PERKHIDMATAN%20WANG%20%28PENGECCUALIAN%20FI%29%202011.pdf)

## Cases

### Arbitration

#### ***Perbadanan Pembangunan Pulau Pinang v Trikkon Construction Sdn Bhd Civil Appeal No P-01-615-2010 (CA)***

- Arbitrator misdirected himself on construction of clause

The judgment may also be viewed here:

[www.kehakiman.gov.my/directory/judgment/file/P-01-615-2010.pdf](http://www.kehakiman.gov.my/directory/judgment/file/P-01-615-2010.pdf)

### Bankruptcy

#### ***Ketua Pengarah Insolvensi v Dato' Dr Chen Lip Keong & Ors [2011] 6 AMR 193; [2011] 8 CLJ 393 (CA)***

- Respondents not "persons aggrieved", therefore no *locus standi* to initiate application

The judgment may also be viewed here:

<http://portal.kehakiman.gov.my/directory/judgment/file/W-01%28IM%29-652-2010.pdf>

For the High Court decision, see [2011] 3 CLJ 946 or

[http://202.75.7.131/kl/attachments/176\\_D-29-5236-1992.pdf](http://202.75.7.131/kl/attachments/176_D-29-5236-1992.pdf)

### **Civil Procedure**

***Asia General Equipment and Supplies Sdn Bhd & Ors v Mohd Sari Datuk Hj Nuar & Ors [2011] 8 CLJ 749 (FC)***

- Court of Appeal should not have replaced finding of fact with one of its own

For the Court of Appeal decision, see [2010] 6 CLJ 756; [2010] 5 MLJ 766 or

<http://portal.kehakiman.gov.my/directory/judgment/file/S-02-817-2008LATEST.pdf>

For the High Court decision, see [1998] 1 LNS 5; [1998] MLJU 423

***Aras Jalinan Sdn Bhd v Tipco Asphalt Public Company Ltd & Ors [2011] 8 CLJ 830; [2011] MLJU<sup>^</sup> 754 (CA)***

- High Court erred in not considering petitioner's application to amend s 181 petition

For the High Court decision, see [2008] 5 CLJ 654

### **Contract**

***John Lo Thau Fah v FACB Resorts Berhad [2011] 6 AMR 595; [2011] 1 LNS\* 1024 (CA)***

- Question of contract offending s 136 Companies Act 1965 did not arise

The judgment may also be viewed here:

[www.kehakiman.gov.my/directory/judgment/file/S-02-221-2008.pdf](http://www.kehakiman.gov.my/directory/judgment/file/S-02-221-2008.pdf)

For the High Court decision, see [2007] 4 MLJ 685; [2007] 8 CLJ 484

### **Evidence**

***Sabah Bank Bhd (now known as Alliance Bank Malaysia Bhd) v Master Perkasa (M) Sdn Bhd & Anor [2011] 6 MLJ 157; 1 LNS 1022 (CA)***

- Variation letter to be read together with preceding documents to ascertain parties' intention

For the High Court decision, see [2009] 1 LNS 570

### **Finance**

***Mayban Trustees Berhad v CIMB Bank Berhad (and three other appeals) [2011] 6 AMR 777 (CA)***

- Lead arranger and bond trustee just as liable as issuer for losses suffered by bondholders

For the judgment, see

[www.kehakiman.gov.my/directory/judgment/file/W-02-2143-2010\\_laters.pdf](http://www.kehakiman.gov.my/directory/judgment/file/W-02-2143-2010_laters.pdf)

See also

[www.wongpartnership.com/images/stories/news/lawwatch\\_financialservicesedition\\_december2011.pdf](http://www.wongpartnership.com/images/stories/news/lawwatch_financialservicesedition_december2011.pdf)

### **Revenue**

#### ***NV Alliance Sdn Bhd v Ketua Pengarah Hasil Dalam Negeri [2011] MLJU 790 (CA)***

- Cash incentive payments are not 'hospitality' expenses, and, hence, not entertainment expenses

The judgment may also be viewed here:

[www.kehakiman.gov.my/directory/judgment/file/W-01-149-2010\\_laterst.pdf](http://www.kehakiman.gov.my/directory/judgment/file/W-01-149-2010_laterst.pdf)

For the High Court decision, see [2010] 1 LNS 445

<sup>^</sup> Malayan Law Journal Unreported — cases available on the LexisNexis website but which have not been published in *MLJ*

<sup>\*</sup> Legal Network Series — cases available on the Current Law Journal website but which have not been published in *CLJ*

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