

Legal Updates

Legislation

1. Renewable Energy Act 2011 [Act 725]

- Except ss 17 and 18, wef 1 December 2011 throughout Malaysia except Sarawak; ss 17 and 18 wef 31 December 2012 throughout Malaysia except Sarawak

www.federalgazette.agc.gov.my/outputp/pub_20111129_APPOINTMENT%20OF%20DATE%20OF%20CIF.pdf

For the Act, see

www.federalgazette.agc.gov.my/outputaktap/20110602_725_BI_Renewable%20Energy%20Act%202011.pdf

2. Renewable Energy (Allocation from Electricity Tariffs) Order 2011 wef 1 December 2011

[www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.\(A\)384-PERINTAH%20TENAGA%20BOLEH%20BAHARU%20\(PERUNTUKAN%20DARIPADA%20TARIF%20ELEKTRIK\)%202011.pdf](http://www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.(A)384-PERINTAH%20TENAGA%20BOLEH%20BAHARU%20(PERUNTUKAN%20DARIPADA%20TARIF%20ELEKTRIK)%202011.pdf)

3. Renewable Energy (Criteria for Renewable Resources) Regulations 2011 wef 1 December 2011

[www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.\(A\)383-Peraturan-Peraturan%20Tenaga%20Boleh%20Baharu%20\(Kriteria%20bagi%20Sumber%20Boleh%20Baharu\)%202011.pdf](http://www.federalgazette.agc.gov.my/outputp/pua_20111130_P.U.(A)383-Peraturan-Peraturan%20Tenaga%20Boleh%20Baharu%20(Kriteria%20bagi%20Sumber%20Boleh%20Baharu)%202011.pdf)

4. Companies (Prescribed Interest) Regulations 2011 wef 15 November 2011

- Interest of person under s 6A(6) Companies Act 1965 [Act 125] arising from a securities borrowing and lending transaction is a prescribed interest

Cases

Bankruptcy

United Overseas Bank (Malaysia) Bhd v Andrew Lee Siew Ling [2011] 6 AMR 51 (CA)

- Secured creditor must realise his security within six months of receiving order; otherwise, his right to impose interest is curtailed

The judgment may also be viewed here:

www.kehakiman.gov.my/directory/judgment/file/J-02%28IM%29-2768-2009.pdf

For the High Court decision, see *United Overseas Bank (M) Bhd v Mok Hue Huan & Anor* [2010] 9 CLJ 764; [2010] 7 MLJ 293

Contract

Admiral Cove Development Sdn Bhd v Balakrishnan a/l Devaraj & Anor [2011] 5 MLJ 309 (FC)

- Innocent misrepresentation no ground for setting aside an executed contract

The judgment may also be viewed here:

www.kehakiman.gov.my/directory/judgment/file/02%28f%29_-_10_-_2010_%28W%29.pdf

For the Court of Appeal decision, see [2010] 7 CLJ 152

RHB Bank v Hiap Leong Trading Sdn Bhd [2011] 5 MLJ 326; [2011] 5 CLJ 622 (CA)

- Only a monthly tenancy was created as fundamental conditions for new agreement were left unsatisfied

The judgment may also be viewed here:

www.kehakiman.gov.my/directory/judgment/file/W-02-393-2002.pdf

Employment

Padiberas Nasional Bhd v Zainon Ahmad & Ors [2011] 8 CLJ 38 (CA)

- Employees who have accepted a voluntary separation scheme cannot have a second bite of the cherry

Liquidation

Folin & Brothers Sdn Bhd (in liquidation) & Ors v Folin Food Processing Sdn Bhd & Ors [2011] 6 AMR 14; [2011] 6 MLJ 585; [2011] 8 CLJ 141 (CA)

- Liquidators failed to establish claim for negligence against Ernst & Young

Tax

Levi Strauss (M) Sdn Bhd v Ketua Pengarah Kastam, Malaysia [2011] 9 MLJ 268 (HC)

- Royalty payments and purchase price paid are separate and independent transactions

Winding-up

Blue Valley Plantation Bhd v Periasamy a/l Kuppannan & Ors [2011] 5 MLJ 521; [2011] 5 CLJ 481 (FC)

- Justifiable grounds for applying to strike out a winding-up petition

Sinarlim Sdn Bhd v Waja Destinasi (M) Sdn Bhd [2011] 5 MLJ 416 (CA)

- At no time can a company that has been wound up be subsequently wound up again

The judgment may also be viewed here:

www.kehakiman.gov.my/directory/judgment/file/MR%20W-02-113-2008GROUNDS.pdf

For the oral judgment of the High Court, see [2008] MLJU[^] 46; [2008] 1 LNS^{*} 72

[^] Malayan Law Journal Unreported — cases available on the LexisNexis website but which have not been published in *MLJ*

^{*} Legal Network Series — cases available on the Current Law Journal website but which have not been published in *CLJ*

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