

Liquidated Damages – Another Development Coming?

4.00PM TO 5.10PM | 18 JUNE 2021 | FRIDAY

In 2019, the Federal Court's decision in *Cubic Electronics Sdn Bhd v Mars Telecommunications Sdn Bhd* overturned long established precedent and resolved long standing legal difficulties on how liquidated ascertained damages (“LAD”) clauses were enforced in Malaysia.

Is Malaysian law on LAD now truly settled? A recent case from the UK, *Triple Point Technology, Inc v PTY Public Company*, may bring a new development if it is adopted here. The central question there was: Can LAD clauses still be enforced if the contract has been terminated?

The orthodox view has been that LAD may be imposed from the start of the delay up to the point of termination, but not after. The UK Construction and Technology Court in *Triple Point* took a major departure from this view and held that in the event of termination, LAD could not be imposed at all.

Will *Triple Point* see adoption in Malaysia? Are local contracts comprehensive enough to cover LAD imposition when there is termination or abandonment of works? We cordially invite you to join us as we explore this topic. A short Q&A session will follow after the webinar.

SPEAKERS



CHOONG SHAW MEI
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JOSHUA CHONG WAN KEN
PARTNER

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ZACK TAN ZHANG WEI
SENIOR ASSOCIATE

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