

**Name :** P. JEYA PUTRA  
**Nationality :** SINGAPOREAN  
**Country of Residence:** SINGAPORE  
**Language(s) : Spoken** ENGLISH, MALAY, TAMIL  
**Language(s) : Written** ENGLISH, MALAY  
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**Profession :** Advocate & Solicitor



#### **Academic & Professional Qualification(s) :**

**LLB HONS, 1989, NATIONAL UNIVERSITY OF SINGAPORE**

#### **Professional Membership(s):**

- **Fellow of the Singapore Institute of Arbitrators**
- **Member of The Chartered Institute of Arbitrators, London**
- **Fellow of the Insolvency Practitioners' Association of Singapore**
- **Member of the Law Society of Singapore**
- **Member of the Singapore Academy of Law**

#### **Career & Professional Experience:**

PLEASE SEE ATTACHED.

#### **Legal Knowledge relating to Shipping, Arbitration Practice and Procedure:**

PLEASE SEE ATTACHED.

#### **Publications:**

## CURRICULUM VITAE

**NAME:** P. JEYA PUTRA  
**NATIONALITY:** Singapore Citizen  
**LANGUAGES:** English, Malay and spoken Tamil

Admitted as an Advocate & Solicitor of the Supreme Court of Singapore (March 1990)

### EMPLOYMENT SUMMARY

- December 2002 - Present: Director & Shareholder, AsiaLegal LLC
- October 1998 — November 2002 Equity Partner, M/s Joseph Tan Jude Benny
- April 1996 — September 1998 Equity Partner, M/s Fong Jeya Partnership
- March 1990 — March 1996: Partner (July 1994 — April 1996),  
Legal Assistant (March 1990 — July 1994),  
Pupil (July 1989 — February 1990),  
at M/s Haridass Ho & Partners

### EDUCATION

Board of Legal Education, Singapore	1989	Post Graduate Practical Law Course
National University of Singapore	1985- 1989	LL.B (Hons)

### APPOINTMENTS / PROFESSIONAL MEMBERSHIP

- Fellow of the Singapore Institute of Arbitrators
- Member of The Chartered Institute of Arbitrators, London
- Member of the Singapore Academy of Law
- Member of the Law Society of Singapore
- Fellow of the Insolvency Practitioners' Association of Singapore

#### 1. PROFESSIONAL BACKGROUND

Jeya was called to the Singapore Bar in March 1990 whereupon he joined M/s Haridass Ho & Partners as a legal assistant. In July 1994, he was admitted as Partner of M/s

Haridass Ho & Partners. He left M/s Haridass Ho & Partners in April 1996 to establish M/s Fong Jeya Partnership. In 1999, he joined M/s Joseph Tan Jude Benny as an Equity Partner. Jeya left M/s Joseph Tan Jude Benny in November 2002 to set up AsiaLegal LLC.

Jeya is currently the managing director of AsiaLegal LLC. He has been in continued and active litigation and arbitration practice for 31 years. Jeya and AsiaLegal LLC are also featured in the Asia-Pacific Legal 500 publication as leading litigation solicitors in Singapore.

## **2. ACCREDITATIONS**

Jeya is a Fellow of the Singapore Institute of Arbitrators and a Member of the Chartered Institute of Arbitrators, London. He was appointed on the panel of Arbitrators in the Singapore Institute of Arbitrators for shipping/transport and sports claims. Jeya is also a fellow of Insolvency Practitioners' Association of Singapore.

## **3. EXPERIENCE**

### **3.1 Litigation Experience**

Jeya has advised on and handled numerous cases in various areas of practice, including shipping and admiralty cases, insolvency, banking, insurance and reinsurance matters. He also has extensive experience in handling arbitrations, both international and domestic, and mediation.

Jeya has conducted many trials, a number of which have been reported in the Singapore Law Reports (SLR). These cases cover the areas of admiralty and shipping, reinsurance, banking, performance bonds/guarantees, building construction, international sale of goods and insolvency matters.

#### ***3.1.1 Shipping and Admiralty***

In the area of Admiralty and Shipping, Jeya has been involved in various types of admiralty work including:-

- an action in the Singapore court where he acted for the owners of the vessel "Asia Star" in **The "Asia Star" [2006] SGHC 115**, which involved the alleged breach of a time charterparty on the Vegoilvoy form (this case was also reported in the Business Times, Shipping Section);
- an arbitration involving the construction of a 55-metre luxury yacht in Singapore;

- lead counsel in several cases before the Court of Appeal, notably The "Nordic Freedom" [2001] 1 SLR 232 and Coscol Marine Corporation v The Owners of the Ship or Vessel "SALINA" (Admiralty in Rem No 101 of 1997). His shipping experience also includes bill of lading claims, charter-party disputes and cargo claims;
- Jeya was principally involved in the investigations involving the collision involving the "Unggal Jaya", "APC Aussie 1" [both off the eastern Australian coast and in Indonesia] and sinking of "Penrith" in the Andaman Sea.

### *3.1.2 International Sale of Goods*

Jeya also has a keen interest in sale of goods and carriage of goods by sea disputes. He was counsel in several cases that are reported in the SLR. The most memorable was Swee Hong Exim Pte Ltd v. Saigon Shipping Co (1 & 2) [1994] 3 SLR 76 which involved various shipments of produce from Singapore to Vietnam on board vessels belonging to the Vietnamese Government. He was part of a team that advised Saigon Shipping Company between 1993 and 1995, a company owned by the Vietnamese Government. The point of contention was the 'phap nhan' or legal status of the import and export department of Saigon Shipping. A further example of a case on carriage of goods by sea wherein Jeya was lead counsel is M C Trading Co. Ltd v. Chin Chi Hau Pte Ltd [1993] SGHC 207.

### *3.1.3 Insurance / Reinsurance*

In the area of reinsurance, Jeya was before the Court Appeal and successfully resisted an appeal against the decision of the Honourable Justice Judith Prakash in Overseas Union Insurance Ltd v Turegum Co. Ltd 120011 3 SLR 567. This was the first reinsurance matter to be litigated in Singapore and involved facultative reinsurance. The slips evidencing the contracts were scratched in the years 1968 to 1971. The Court of Appeal upheld the decision of first instance and enunciated the important proposition that although the slips were silent on the issue of dispute resolution, the lead underwriter could agree to an arbitration clause in the policy of reinsurance to be issued, and bind the following market.

Jeya also handled another reinsurance matter of particular interest which involved a novel issue of whether a commutation was a loss within the retrocession contract, and whether the 'loss' fell within the ambit of a typical Notice of Loss clause contained in the Excess of Loss Treaty. The decision of Overseas Union Insurance Ltd v Home & Overseas Insurance Limited [2002] 2 SLR 497 is authority for the proposition that a commutation is not a loss within the terms of the retrocession contract. Jeya succeeded at first instance and on appeal. This is the first reported decision on this point in commonwealth jurisdictions.

### *3.1.4 Insolvency*

In company and insolvency matters, Jeya acted for a company in liquidation and for the liquidator against the former directors in relation to claims for breach of directors' duties, undue preference and fraudulent trading - Liquidator of W&P Piling Pte Ltd v. Chew Yin What [2007] 4 SLR 218 and also in the application filed pursuant to Section 285 of the Companies Act to examine the former directors of the company viva voce in relation to the company's "missing assets" and related transactions Liquidator of W&P Piling Pte Ltd v. Chew Yin What [2004] 3 SLR 164. He also acted for the liquidator in Yap Jeffery Henry and Another v Ho Mun-Tuke Don [2006] 3 SLR 427, where the creditors of the company in liquidation applied to court to have the liquidator of company removed. He also represented the liquidator in the liquidation of a shipyard in Singapore. A point that arose in the myriad of issues, was whether a legal firm representing the Liquidator (the appointment being sanctioned by the Court) could appoint ad hoc Counsel to undertake specific applications or matters. This issue proceeded to the Court of Appeal and Jeya succeeded in arguing that the ad hoc appointment of counsel for specific tasks on behalf of the Liquidator did not contravene the provisions of the Companies Act.

In 2015, Jeya was instructed to represent a company namely, Mechel Carbon (Singapore) Pte Ltd in resisting a S254 Companies Act - winding up application. The claim amount was in the region of US\$700,000,000.

### *3.1.5 Performance Guarantees*

Jeya was also involved in another notable case being the Court of Appeal decision of Dauphin Offshore Engineering & Trading Pte Ltd v The Private Office of HRH Sheikh Sultan bin Khalifa bin Zayed Al Nahyan [2000] 1 SLR 657. The issue was whether ship owners could terminate the shipbuilding contract and call on the performance guarantee procured by the builder in favour of the owner. The Court of Appeal opined on whether unconscionable conduct and fraud were separate and distinct grounds in applying for an injunction to prevent a financial institution from paying on the performance guarantee. This case is now cited as authority that there are two separate and distinct grounds in obtaining an injunction against a call on a bond/guarantee.

### *3.1.6 Arbitration*

#### Building Construction

Jeya has been instructed in many arbitration disputes. These include arbitrations under the auspices of the SIAC, SIA, GAFTA, PORAM and ICC involving various commercial, building construction and admiralty and shipping disputes. The longest arbitration he has conducted was 45 hearing

days. The dispute was between a developer and the main contractor in the construction of 17 terrace houses at Jalan Sayang, Singapore. A notable case was when Jeya was engaged by a nominated sub-contractor (NSC) to claim progress payments, additions and alterations and variation claims against the developer. The developer counterclaimed for delay in completion of works in the 3 block 25-storey condominium project. After a lengthy arbitration hearing the NSC succeeded on all claims and dismissed the counterclaim.

Jeya also acted as counsel for NSC (electrical works) against the main contractor in the development of a condominium at Bukit Timah and succeeded in obtaining an award for all outstanding progress payment claims as well as dismissing the counterclaims for delay. This arbitration was under the auspices of the SIAC.

Jeya recently acted in the following arbitration-related court proceedings:-

- a matter where the issue of whether an arbitrator should be removed under Section 16(1)(b) Arbitration Act (Cap 10, 2002 Rev Ed) was considered for the first time in Singapore: **Yee Hong Pte Ltd v. Powen Electrical Engineering Pte Ltd** [2005] 3 SLR 512;
- a dispute involving an application for a stay of court proceedings in favour of arbitration under s.6 of the International Arbitration Act (Cap143A): **Dalian Hualiang Enterprise Group Co Ltd and Another v Louis Dreyfus Asia Pte Ltd** [2005] 4 SLR 646.
- Jeya has also acted for the buyers of a luxury yacht in a arbitration at SIAC involving disputes in the construction of the same with a yard in Singapore. This arbitration was under the auspices of the SIAC.
- Jeya represented a Malaysian builder in a dispute with the buyer on a construction on a barge with side boards for the carriage of coal. The dispute was referred to arbitration in Singapore under the auspices of the SCMA.
- In 2016, applications were filed by a Chinese entity to set aside two arbitral awards issued by SIAC to challenge the existence of the contracts, the existence of an arbitration agreement made in writing and the jurisdiction of the tribunal. Jeya represented the shippers/sellers (claimants) in the sale of petroleum coke to China and successfully argued against the setting aside applications. The matter proceeded to court and the High Court dismissed both applications. The decision are reported at [2016] SGHC 153.
- Currently, Jeya is representing an Indonesian interest in a dispute on a franchise agreement with a US entity. The arbitration is in its infancy under the auspices of the SIAC.
- In a leading decision on the Court's approach on pathologically defective arbitration agreements and the power of the Court, Jeya was Counsel in two cases namely, **Tanasan and KVC against Asian Mineral Resources Pte**

**Ltd.** The High Court clarified that the Registrar, SIAC could be directed to intervene and appoint an arbitrator in such cases. The cases were reported in [2017] SGHC 32.

### Oil and Gas

Amongst numerous other arbitrations Jeya was appointed as lead counsel, of note were two recent oil & gas disputes pertaining to the charter of the MV "Windermere" to a listed vessel in Malaysia for DP-2 operations in the East Coast of Malaysia. Jeya acted for the owners and suppliers for dive personnel in this dispute. The two arbitrations were run consecutively and the owners were successful in obtaining an award in both references. This arbitration was conducted under the auspices of SIAC. Jeya has also represented numerous clients in charter party disputes pertaining to the charter of anchor handling tugs, towage of FPSOs, DP-2 and DP-3 vessels and other oil & gas assets.

#### ***3.1.7 Family Law***

Jeya has significant experience dealing with family law matters and in particular has represented numerous local and expatriate clients in cross jurisdictional issues involving custody, care and control and matrimonial assets. An illustration of the cases that Jeya has represented clients are as follows:-

- **TWS V TWT** [2016] SGFC 161
- **TMS v TMS** [2016] SGFC 40
- **TDZ V TEA** [2015] SGFC 83

#### **3.2 Non-litigation Experience**

Apart from his litigation experience, Jeya was appointed counsel to oversee the closure of two Japanese banks in Singapore. In 1998, he was intimately involved in the closure of Daiwa Bank Limited and in 2000, the Asahi Bank Limited. These involved dealings with the Monetary Authority of Singapore on the closure of financial institutions licensed and supervised by MAS. The issues at hand were, inter-alia, vesting of balances in dormant and closed accounts with the Public Trustee, determining liability of the bank on cashier's orders or bank drafts issued in various jurisdictions and the validity thereof, review and termination of employment contracts, tenancy agreements, etc. Both branches were successfully closed down in Singapore within six months of his appointment as counsel.

In late 2017, Jeya was instructed in the sale and purchase of shares in a company that owned a building in Singapore. The consideration for the purchase was S\$60 million and involved a BVI company and SPV.