

THE ADVOCATES ASSOCIATION OF SARAWAK MEDIA STATEMENT

Dispute Resolution through Mediation under the Covid-19 Act 2020

The Temporary Measures for Reducing the Impact Coronavirus Disease Act 2019 (Covid-19) Act 2020 (“Covid-19 Act”) had been gazetted on 23rd October 2020 “to provide for temporary measures to reduce the impact of Coronavirus Disease 2019 (Covid-19)”. Under the Covid-19 Act, a mediation centre operating as “Pusat Mediasi Covid-19” (PMC-19) had been established to provide a platform for settlement of contractual disputes due to the prescribed measures under the Prevention and Control of Infectious Diseases Act 1988 and the Sarawak Protection of Public Health Ordinance 1999 to control or prevent the spread of Covid-19.

Mediation means “a voluntary process in which a mediator facilitates communication and negotiation between parties to assist the parties in reaching an agreement regarding a dispute”.

The Advocates Association of Sarawak had been appointed by the Government of Malaysia as a Mediation Services Provider in Sarawak for the following categories of contract:-

1. Construction work contract or construction consultancy contract and any other contract related to the supply of construction material, equipment or workers in connection with a construction contract.
2. Performance bond or equivalent that is granted pursuant to a construction contract of supply contact.
3. Professional services contract.
4. Lease or tenancy of non-residential immovable property.
5. Event contract for the provision of any venue, accommodation, amenity, transport, entertainment, catering or other goods and services.
6. Contract by a tourism enterprise as defined under the Tourism Industry Act 1992 and a contract for the promotion of tourism in Malaysia.
7. Religious pilgrimage related contract.
8. Hire-purchase agreement for motor vehicles as classified under section 5 of the Road Transport Act 1987, goods of public service vehicle as defined under the Commercial Vehicles Licensing Board Act 1987; or tourism vehicle as defined under the Tourism Vehicles Licensing Board 1999 [Act 594].
9. Credit Sales Contract under the Consumer Protection Act 1999.

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Applications to refer the contractual disputes falling under the categories of contract mentioned above to the mediation process shall be made online through <http://www.pmc-19.gov.my> subject to the following terms of application:-

1. The individual must be a Malaysian Citizen.
2. The disputed sum is not more than RM500,000.00.
3. Disputes occurred in Malaysia.
4. Both parties agree to resolve the contractual dispute through a mediation process.
5. The Applicant must not be a bankrupt person or a wound-up company unless permission is granted by the Malaysia Department of Insolvency.
6. A business entity registered in Malaysia for applications under the category of business.

Upon conclusion of the mediation process, any settlement between the parties will be formalized through a settlement agreement to be signed between the parties which is to be authenticated by the appointed mediator. This settlement agreement shall be binding upon the parties.

Further information is available at <http://www.pmc-19.gov.my>.

Parties may also contact The Advocates Association of Sarawak vide telephone number: 085-430376 or email: aascentral2018@gmail.com for assistance.

Parties are encouraged to refer their contractual disputes to the mediation process to achieve quicker solution to their contractual disputes arising out of the abovementioned categories of contract at reasonable costs and expenses.

Dated this 19th March, 2021

Yours faithfully,



DAVID TEO
Case Manager PMC-19
Advocates Association of Sarawak