



**MOTION REGARDING THE CONTRACT GUIDELINES OF THE BAR COUNCIL AND
THE BAR COUNCIL'S DECISION DATED 13TH JULY 2024 TO CENSURE THE
CHAIRMAN OF THE SELANGOR BAR COMMITTEE**

MOTION BY THE SELANGOR BAR COMMITTEE: -

Whereas:

1. The Bar Council ("BC") via email dated 23rd January 2024 with the heading "*Guidelines for the Malaysian Bar's and the State Bar Committees' Contracts and Limits of Authority*" attached letter dated 22nd January 2024 together with the Contract Guidelines ("the said Contract Guidelines") and requested Selangor Bar Committee ("SBC") to adhere to the said Contract Guidelines.
2. Letter dated 22nd January 2024 is reproduced here, which reads:

"Our ref : BC/CEN/S/77

Date : 22.01.2024

*Ms. Yu Ai Ting
Selangor Bar Committee
No. 41, Jalan Bola Jaring 13/15
Seksyen 13
40100 Shah Alam, Selangor*

*By Email
secretariat@sgorbar.org*

*"Re: Guidelines for the Malaysian Bar's and the State Bar Committees'
Contracts and Limits of Authority*

We refer to the above matter.

2. We are pleased to provide a copy of the Guidelines for the Malaysian Bar's and the State Bar Committees' Contracts which was approved by the Bar Council in July 2023.

3. We appreciate your cooperation in adhering to the guidelines for future contracts entered into for the purposes of the State Bar Committees. Do reach out to us if you have any queries about the same."

Yours faithfully,



t.t

Anand Raj
Secretary
Malaysian Bar
Encl."

3. The relevant provisions of the said Contract Guidelines applicable to State Bar Committees, is reproduced here, and reads:

Contract Guidelines for State Bar Committees

11) *In order to carry out its functions, State Bar ("SBC") may enter into contracts that are customarily entered into by the SBC. Such contracts can be executed by a person authorised by the relevant SBC. These contracts include contracts for utilities, purchasing/renting of equipment and sundries, employment as well as contracts for events such as seminars, dinners, and general meetings.*

12) *For contracts that are extraordinary (e.g. contracts that are related or affects or is of significance to the Malaysian Bar or has a contract value of RM150,000.00 and above), SBCs are required to provide the contract to the Bar Council for approval.*

13) *If there is any doubt on whether a contract is customary or extraordinary, this shall be determined by the Bar Council or the OBs Committee.*

14) *All SBCs shall keep proper record and copies of contracts entered into and shall be prepared to hand over the same to the Bar Council upon request."*

[emphasis added]

4. In the said Contract Guidelines, an extraordinary contract ("extraordinary contract") is defined as contracts that are related to or affect or are significant to the Malaysian Bar or have a contract value of RM150,000.00 and above;
5. Pursuant to the said definition of an extraordinary contract, SBC is required to obtain the consent and/or approval of BC before entering into any contract or agreement wherein the contract value is RM150,000.00 and above;



6. Since 2018 till date, with the mandate from the Selangor Bar members secured at the SBC Annual General Meetings ("SBC AGM"), SBC continued to enter into agreements with LexisNexis ("LN") to subscribe to an online research platform that allows Selangor Bar members to access research on the LN portal ("LN Package");
7. The present agreement with LN to renew the LN Package for two (2) years commencing from 1st March 2024 until 28th February 2026 for RM594,000.00 per annum inclusive of 8% service tax falls within the said definition of extraordinary contract which require the consent and/or approval from BC according to the said Contract Guidelines.
8. At the BC meeting on 6th February 2024, the Chairman of SBC was informed of the BC's decision, as follows:

"by a majority vote, Council decided that Competition Law issue is a live issue and that it could potentially expose the Malaysian Bar to a lawsuit. As a result, it was agreed that BC halts all negotiations with LexisNexis".

("the said BC decision")

9. It is crucial to note that when the said BC decision was taken, SBC had an existing ongoing agreement with LN.
10. Section 73 of the Legal Profession Act 1976 ("LPA"), in particular subsections (ii) and (v), provides:

"Section 73

Powers of the State Bar Committee

...

(ii) to promote and safeguard the interests of advocates and solicitors who are members of the State Bar;



(v) *to provide amenities for and generally to promote the welfare of members of the State Bar;*

...”

[emphasis added]

11. To undertake and fulfill SBC’s statutory role and duty to provide amenities for and generally to promote the welfare of members as stipulated in *section 73 of the LPA*, SBC would *inter alia* enter into contracts and/or agreements with a contract value of RM150,000.00 and above.
12. It is pertinent to note, there is no prohibition, legal impediment and restriction in terms of contract value in the *LPA* for SBC to enter into such contracts and/or agreements without the consent and/or approval of the BC.
13. Taking into account the rights, interest and benefit of the Selangor Bar members, SBC tabled a motion at the SBC AGM on 22nd February 2024, *inter alia* to inform the members of Selangor Bar of the position taken by BC in respect of the agreement with LN which was due to expire on 28th February 2024 and seeking the mandate of the members to continue subscribing to the LN Package (“the said Motion”).
14. The said Motion to continue subscribing to the LN Packages was carried at the Selangor Bar AGM and SBC was mandated to do the needful.
15. SBC sought and obtained a legal opinion on the legality of the said Contract Guidelines, and having deliberated and taking into account SBC’s statutory obligations under *section 73 of the LPA*, SBC is of the considered view that the said Contract Guidelines which limits and/or curtails the powers of the State Bar Committees including SBC is *ultra vires* the *LPA* and void ab initio, and as such SBC is not bound by the said Contract Guidelines.
16. Thereafter, on 13th July 2024, the President of BC tabled a motion to amongst others, censure the Chairman of SBC, M K Thas for alleged breach of collective responsibility and the said Contract Guidelines in allowing the said Motion to be tabled. The motion by the President of BC was carried and the Chairman of SBC, M K Thas, censured.



Therefore, it is hereby resolved that the **SELANGOR BAR COMMITTEE**:

1. Calls upon the Bar Council to forthwith take all necessary and appropriate steps to revoke the said Contract Guidelines and the censure against the Chairman of Selangor Bar Committee, M K Thas; and
2. The Selangor Bar Committee and the Selangor Bar Representative to the Bar Council shall present a similar motion at the Malaysian Bar Annual General Meeting on 15th March 2025 for deliberation.

Proposer:

Yu Ai Ting
Honorary Secretary
Selangor Bar Committee



“Motion To Save The Criminal Courts’ And Lawyers’ Time” Proposed by Navin Punj A/L Shomdutt Sharma [BC/N/4511] dated 19th of February 2025.

Whereas:

- i) The efficient and effective conduct of criminal proceedings in the Honourable Court is vital for the fair administration of justice and the proper allocation of judicial resources.
- ii) The Honourable Court’s time is a precious resource, and lengthy proceedings, unnecessary adjournments, and delays often hinder the timely resolution of criminal cases.
- iii) Lawyers, as officers of the court, also have an obligation to ensure that proceedings are conducted in an efficient, effective, and cost-effective manner, to avoid unnecessary expenses and wasted time for all parties involved, including the clients, the court, and the legal community.
- iv) The growing backlog of criminal cases and the time-consuming nature of criminal proceedings impact the overall efficacy and accessibility of the justice system.
- v) A practice direction ought to be implemented throughout the Courts of Selangor for Investigating Papers to be presented in Court(s) (Lower and High Court) by 9:30AM and that for cases where Lawyers are present be called upon promptly and ought to have priority over cases where the accused person(s) are unrepresented.
- vi) The objective of this aims to create a more efficient and streamlined process for the administration of justice in criminal cases. By reducing unnecessary delays, the time of both the Honourable Court and the legal professionals can be saved, while also reducing



costs for the parties involved. The ultimate goal is to ensure a more timely, fair, and accessible justice system for all parties.

Therefore, it is hereby RESOLVED that the Selangor Bar approaches/engages the Courts to implement a mandatory practice direction throughout the Courts of Selangor for Investigating Papers to be presented in Court(s) (Lower and High Court) by 9:30AM and that for cases where Lawyers are present be called upon promptly and ought to have priority over cases where the accused person(s) are unrepresented.

Proposer: Navin Punj a/l Shomdutt Sharma [BC/N/4511]

Seconder: Khairul Naim Bin Rafidi [BC/K/1352]

Date: 19/02/2025



Motion for all sporting activities being participated by Members of the Selangor Bar, representing the Selangor Bar in any sporting event, be fully paid for

Whereas:

- i) The Selangor Bar is committed to fostering the well-being and camaraderie of its members through engagement in both professional and recreational activities.
- ii) It has been observed that sporting activities serve as an excellent platform for promoting teamwork, healthy competition, and stress relief, all of which contribute to the personal and professional development of its members.
- iii) Many members of the Selangor Bar take their own initiative and actively participate in sporting events representing the Selangor Bar, which helps build solidarity and visibility in the legal community.
- iv) The current financial burden placed on members to cover the costs of participating in such sporting events may deter participation, limit engagement, and impact the overall success of the Selangor Bar's involvement in sports.
- v) All sporting activities in which members of the Selangor Bar participate, either as individuals or teams, should be fully funded by the Selangor Bar. This funding will cover all relevant expenses, including but not limited to registration fees, transportation, accommodation (if necessary), equipment, and any other necessary costs incurred during the event.
- vi) The objective of this funding initiative is to encourage greater participation in sporting events, enhance the visibility of the Selangor Bar's involvement in community and professional affairs, and promote a healthy and active lifestyle among members.

Therefore, it is hereby **RESOLVED** that all sporting activities in which members of the Selangor Bar participate, in representing the Selangor Bar either as individuals or teams, be fully funded by the Selangor Bar.

Proposer: **EE ENG JOO (BC/E/121)**

Seconder: **Hisyam Hedzril Bin Nor Hashim (BC/H/968)**

Date: **19 February, 2025**