



## Ar. DAVID YEK TAK WAI

BSc. HBP (Hons), BArch. (USM), LLM,  
P. Arch, C. Build E, RIBA, F. CIARB, F. MIARB, F. AIADR,  
F. HKICAdj, F. CABE, M. IFire. E, LAM,  
A. PAM, A. IPDM, MIID, A. AE, REAP, GBIF.

## PRACTICE OVERVIEW

Ar. David's secondary area of practice besides architecture and interior design is alternative dispute resolution (ADR) in construction law and payment in construction related matters. He sets up DYAC to undertake drafting of the various building and engineering claims, advises on disputes arising from such contracts and potentially appear as arbitrator, adjudicator or mediator to resolve these disputes. He also set up DYQC to undertake building defects forensic and make appearance as expert.

## Architectural Practice

Prior to his venturing into the area of ADR in the construction law and payment disputes in construction related matters, he had been actively practising as a Professional Architect, registered with the Board of Architect Malaysia (LAM), in his own architectural practice, David Yek Architect (DYA) for more than 20 years. His portfolio includes private residential, high-end mass residential high-rises, international schools, mixed development commercial and various industrialised data centres and factories. He was admitted to the Royal Institute of British Architect RIBA as a Chartered Member. Being a member of LAM, he was also elected as a member of the Institute of Interior Design Malaysia (IPDM).

## Involvement in PAM

He occasionally sits in the ADR and Practice committee for the Malaysia Institute of Architect (PAM). Since 2021, he has been elected an Ordinary Council Member of PAM for the 2021/22, 2022/23 terms and appointed Co-Chairman for both ADR-Committee and PAM Constitution Review Committee ('CRC') and now the Chair of CRC.

## Green

In line with the Global Green Agenda, Ar David undertook training as 'Green Professional' under the Green RE Accredited Professional (GREAP) now, a certified professional for Green RE Scoring [mirrored Singapore's Green Mark] under the purview of Real Estate and Housing



Developers Association (REHDA) and Green Building Index Facilitator (GBIF) under the purview of Green Building Council Malaysia.

## Mediation

Having trained in both facilitative (via Malaysia Mediation Centre MMC) and evaluative mediation under the ACRE-model, he was admitted as a Royal Institution of Chartered Surveyors (RICS) Accredited Civil-Commercial Mediator, with recognition by International Mediation Institute (IMI), as Certified-Mediator. In the ADR committee he is now responsible in setting up the mediation panel for PAM, as another avenue for dispute resolution for the construction industry in Malaysia. In collaboration with the RICS, he has been instrumental in promoting Evaluative Mediation Course among the Architects in PAM. As a result of this outreach, he has delivered a talk via zoom platform, through CPD Unlimited, on the topic of introduction to mediation in the construction industry. Ar. David is also empanelled with the Singapore International Mediation Institute (SIMI), Asian Institute of Alternative Dispute Resolution (AIADR) and the Asia International Arbitration Centre (AIAC).

## Adjudication

Ar. David was appointed as adjudicator under the Malaysian Construction Industry Payment and Adjudication Act 2012 (CIPAA) with the Asia International Arbitration Centre (AIAC). He thereon was admitted as a Fellow of the Malaysian Institute of Arbitrators (FMI Arb.). On the same note, he was made a Fellow of the HongKong Institute of Construction Adjudication (HKICAdj), ready to undertake adjudication under the SOPL(HK) regime. In the same capacity, he was admitted as an Adjudicator for HGCRA under UK-Adjudicators. He is therefore, well versed with both commonwealth jurisdictions.

## Expert

Ar. David, in his capacity as an architect has also acted as expert, consultant and party representative in domestic arbitrations and in the courts of law. While discharging his architectural role, he was accredited with the Building and Construction Authority of Singapore as a CONQUAS 21 assessor, where our domestic CIDB modelled it as their QLASSIC standards for construction. To put weight onto his resume as an expert especially on matter relating to fire risks, he was also admitted as the member of the International Fire Engineers (MIFireE). In conjunction with his involvement in PAM Council, Ar. David was admitted as a panel of Expert and Building Defects Forensic Inspector with the Architect Centre, a full subsidiary of PAM for building defects forensic work. In the same capacities he has undergone training with the Academy of Expert (TAE) UK, currently an AAE.

Ar. David in his capacity as a professional well versed in the construction contract has since organised in-house training for Builders notably CIDB Class G7 Contractors on Building Contract Administration, Dispute Avoidance and Issues relating to the Building Codes. He also acted as Contract Advisor, Counsel and Party Representatives for matters related to Arbitration, Adjudication and Determination. On such capacity, he was elected as the Chartered Fellow, CBuildE, for the Chartered Association of Building Engineers (UK) FCABE.

## Arbitration

In the arbitration front, Ar. David obtained a LLM in Construction Law and International Arbitration (CLArb) from the Robert Gordon University, Aberdeen (RGU). Along this route he was elected as Fellow of Chartered Institute of Arbitrator, FCI Arb and the Fellow of the



Malaysian Institute of Arbitrators FMIArb, joining rank with the panel of arbitrators, adjudicators, mediators and expert determiners in PAM and the AIAC. Since then, he has been empanelled with the Thailand Arbitration Centre (THAC), the Asia International Arbitration Centre (AIAC) as Arbitrator; the Maldives International Arbitration Centre (MIAC) in the Primary Panel of International Arbitrators; Distinguished Panel of the Asian Institute of Alternative Dispute Resolution (AIADR), Brunei Darussalam Arbitration Centre (BDAC) Panel of International Arbitrators; Saudi Centre for Commercial Arbitration (SCCA) Panel of International Arbitrators and the Asian International Alternative Dispute Resolution as Arbitrators and Mediators.

## Education

As his continue effort to contribute back to the society, Ar. David has been involved in the various academia as guest lecturer cum critique for the various institution of higher learning domestically such as University Technology of Malaysia (UTM), University Tengku Abdul Rahman (UTAR), UCSI and Taylor's University leading their design studios such as Dekon04 and Discourse in Studio Sem06. As a result of this experimentation, Ar. David delivered his conference paper in architectural education in the PAM International Education Seminar 2018 (PIES 2018). A post conference publication monograph by the same name, co-editor by Prof Robert Powell was published and available nationwide.

As of 2021, Ar David has been appointed as a member of the taskforce for the development of MSc in Construction Law and Arbitration for the School of Housing Building Planning ("HBP"), University Science Malaysia ("USM") under the purview of Construction Industry Law Centre ("CILC") on invitation from the current sitting High Court Judge, Y.A. Datuk Lim Chong Fong.

## Cultural Reference








While in practice, Ar. David has a lasting encounter with Chinese Metaphysics Practitioner in his early career, namely collaborating with the established Grandmaster Yap ChengHai. As he succumbs to various inconsistent requirements of the FengShui practices, he opted to pick up the skill initially studying formally from the Academy of Chinese Metaphysics, led by JoeyYap to a level of achieving a Diploma to that effect. His thirst for the esoteric knowledge has brought him beyond such formal accolades that he seeks tutelage from other masters, such as the Thirteen Families beyond Singapore, HongKong and Taiwan. His interest has finally brought him to another level that enable him to practice professionally, as a founding partners of FengShui QuanYuan, an establishment of traditional FengShui practitioners which emphasized on results consistency and no nonsense policy.

## In Summary

With a diverse knowledge and experience in the Built Environment, as a Professional Architect cum Interior Designer, Arbitrator, Adjudicator, Mediator, Educator and a fellow practitioner of the esoteric arts of Chinese Metaphysics, he continues to investigate the successes and failures of buildings, urban and cultural references in his daily work while submerging himself in the intricacies of human relations in project management, dispute resolutions while delivering and carving the urban spaces.



ARCHITECTURE

1.  Proposed 3 Storey of Commercial Building Xin Building, Jalan Kapten Tendean No.52, Hegarmanah, Cidadap, Kota Bandung, Jawa Barat 40141 Indonesia for Mssr. Budhianto Widjaja. Estimated Construction Cost USD 2,000,000.00. Status completed
2.  Proposed 3 Storey of Institutional Building, Prep School, Jalan Marlborough, Puteri Harbour, 79200 Malaysia, Johor Baru, Johor for Mssr. Marlborough College Malaysia. Estimated Construction Cost RM 20,000,000.00. Status completed
3.  Proposed 2 Storey of Institutional Building, Estate House, Jalan Marlborough, Puteri Harbour, 79200 Malaysia, Johor Baru, Johor for Mssr. Marlborough College Malaysia. Estimated Construction Cost RM 2,000,000.00. Status completed
4.  Proposed 2 Storey of Institutional Building, Sixth Form Center, Jalan Marlborough, Puteri Harbour, 79200 Malaysia, Johor Baru, Johor for Mssr. Marlborough College Malaysia. Estimated Construction Cost RM 3,000,000.00. Status completed
5.  Proposed 2 Storey of Institutional Building, Uniform Annex, Jalan Marlborough, Puteri Harbour, 79200 Malaysia, Johor Baru, Johor for Mssr. Marlborough College Malaysia. Estimated Construction Cost RM 2,000,000.00. Status completed
6.  Proposed 1 Storey of Institutional Building, Kitchen Extension, Jalan Marlborough, Puteri Harbour, 79200 Malaysia, Johor Baru, Johor for Mssr. Marlborough College Malaysia. Estimated Construction Cost RM 1,000,000.00. Status completed
7.  Proposed Phase 1 Shettuck St.Mary Forest City International School at Jalan Forest City, Lebuhraya Tanjung Pelepas, 8, Jalan Pulau 1, 81550 Gelang Patah, Johor for Mssr. Shettuck St.Mary. Estimated Construction Cost RM 300,000,000.00. Status completed.





8.

Proposed Phase 2 Shettuck St.Mary Forest City Student Campus at Jalan Forest City, Lebuhraya Tanjung Pelepas, 8, Jalan Pulau 1, 81550 Gelang Patah, Johor for Mssr. Shettuck St.Mary. Estimated Construction Cost RM 200,000,000.00. Status completed.
9.

Proposed VADS Iskandar Puteri Core Data Centre, No 2, Lingkaran Teknologi 1, Taman Teknologi Nusajaya, 79250 Nusajaya, Johor for Mssr. TM Malaysia. Estimated Construction Cost RM 600,000,000.00. Status completed
- 10

Proposed 3 Storey of Individual Detached House, Jalan Semarak Api, Sierramas, Sungai Buloh, Selangor for Mssr. Mr. Wong. Estimated Construction Cost RM 2,000,000.00. Status completed
- 11

Proposed 3 Storey of Individual Detached House, Jalan Desa Bestari, Desa Parkcity, Kuala Lumpur for Mssr. Mdm. Mok PuiMun. Estimated Construction Cost RM 4,000,000.00. Status completed
- 12

Proposed 2 Storey of Individual Detached House, Taman Sri Batu, Jalan Ipoh, Kuala Lumpur for Mssr. Mr. Ng Kim Leong. Estimated Construction Cost RM 1,000,000.00. Status completed
- 13

Proposed 3 Storey of Individual Detached House, Putrajaya, for Mssr. Datuk Seri Rahadian Mahnud. Estimated Construction Cost RM 6,000,000.00. Status unbuilt
- 14

Proposed 5 Storey of Shop Office, Rembau Negeri Sembilan, for Mssr. Ng Chek Chiam. Estimated Construction Cost RM 2,000,000.00. Status unbuilt
- 15

Proposed 6 Blocks of Apartment Palmspring @ Damansara, Kota Damansara Jalan PJU3/29 Petaling Jaya Selangor for Mssr. PKNS. Estimated Construction Cost RM 300,000,000.00. Status completed.



16



Competition MBAM HQ for Master Builder. The brief called for a HQ in compliance to GBI and practicality. A one stage competition organised by PAM and Master Builder Malaysia. Status unpremiated.

17



Proposed Mixed Development at Section 15 Auto City Shah Alam for Mssr. Magna Prima Bhd. Estimated Construction Cost RM 600,000,000.00. Status in construction

18



Competition entry for a mixed development in Medini. Comprising of SOHO, Office Tower and Apartment block above a Commercial Podium. Having the Green Lung linking the SOHO with the Apartment Block thus creating a seamless connection.

19



Competition entry for JPN teacher training quarters in Desaru Johor. This is an attempt to design and propose a neighbourhood of communities for students and teaching staffs for institution of higher learning in Desaru. The initial attempt is to orientate the blocks to avoid the East and West Axis.

20



Proposed 5 Storey Clubhouse at Kingsley Hill Development for Mssr. B&G Development S/B. Estimated Construction Cost RM 5,000,000.00. Status unbuilt

21



Proposed Mixed Development at Bangi for Mssr. B&G Development S/B. Estimated Construction Cost RM 100,000,000.00. Status unbuilt

22



Proposed Terrace Houses Development at Puteri Harbour for Mssr. Sunrise Development S/B. Estimated Construction Cost RM 100,000,000.00. Status unbuilt

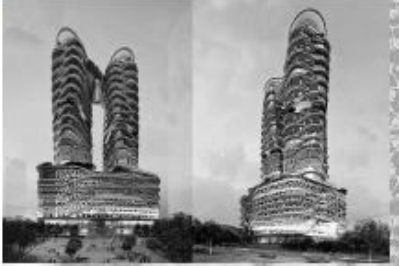
23



Proposed Shop Office Development at JBio Tech for Mssr. UM Land Development S/B. Estimated Construction Cost RM 50,000,000.00. Status unbuilt



24



Competition entry for a mixed development in Medini. The briefs calls for an iconic tower in Medini to house its HQ and to lease out the others. Status unbuilt

25



Proposed Mixed Development at Gasing Height for Mssr. Magna Prima Bhd. Estimated Construction Cost RM 300,000,000.00. Status unbuilt

26



Proposed 56 Unit of Terrace House at Hillcourt Precinct, Valencia, Sungai Buloh for Mssr. Gamuda Development S/B. Estimated Construction Cost RM 200,000,000.00. Status completed.

27



Interior Design for Mssr. Kelvin. Estimated Construction Cost SGD 200,000.00. Status completed.

28



Interior Design for Hillcourt Showhouse for Mssr. Gamuda Development S/B. Estimated Construction Cost RM 200,000.00. Status completed.

29



Proposed Dover Clubhouse at JBio Tech for Mssr. UM Land Development S/B. Estimated Construction Cost RM 30,000,000.00. Status under construction

30



Proposed 5 Blocks of Residential Apartment at Plot 72B Jalan Forest City, Lebuhraya Tanjung Pelepas, 8, Jalan Pulau 1, 81550 Gelang Patah, Johor for Country Garden Pacific View S/B. Estimated Construction Cost RM 500,000,000.00. Status under construction



## ACADEMIC QUALIFICATION

1. B.Sc.HBP (Hons), School of Housing Building and Planning, University Science Malaysia USM.
2. B.Arch. (USM), School of Housing Building and Planning, University Science Malaysia USM.
3. B.Arch.Study (NUS), partial credit from the Architectural School of the National University of Singapore NUS.
4. LLM (Construction Law and Arbitration), Robert Gordon University (RGU), Scotland UK.
5. Diploma in FengShui, Mastery Academy of Chinese Metaphysics, Kuala Lumpur.
6. Certificate in Adjudication CIPAA 2012, Asian International Arbitration Centre AIAC, Kuala Lumpur
7. Certificate of Completion of Adjudication Accreditation Training, HongKong Institute of Construction Adjudicators HKICAdj, Hong Kong SAR
8. Certificate of Facilitative Mediation Module 1 and 2, Malaysia Mediation Centre, Bar Council, Kuala Lumpur
9. Certificate in Evaluative Mediation Level 1 and 2, Royal Institution of Chartered Surveyors (RICS)
10. Chartered Institute of Arbitrator (CI Arb.) Module 3: Award Writing in International Arbitration.
11. Green RE Accredited Professional (GREAP).
12. Green Building Index Facilitator (GBIF).

## PERSONAL QUALIFICATION

1. Corporate Member and Associate of the Malaysia Institute of Architect PAM Kuala Lumpur
2. Professional Architect registered and Associate with the Board of Architect Malaysia LAM Kuala Lumpur
3. Corporate Member and Associate of the Malaysia Institute of Interior Designer IPDM Kuala Lumpur
4. Certified Assessor for CONQUAS 21 issued by the Building and Construction Authority of Singapore





5. Member of the Institution of Fire Engineers IFireE(UK)
6. Corporate Member of Malaysian Institute of Interior Design MIID, formerly IPDM
7. Chartered Member of the Royal Institute of British Architect RIBA(UK)
8. Fellow of the Malaysian Institute of Arbitrators Kuala Lumpur FMIArb
9. Fellow of the HongKong Institute of Construction Adjudicators FHKICAdj
10. Fellow of the Chartered Association of Building Engineers FCABE(UK)
11. Royal Institution of Chartered Surveyors (RICS) Accredited Civil-Commercial Mediator
12. Level 1 Certified Thermographer with the Infrasppection Institute of Infrared Thermographer USA
13. Fellow of the Chartered Institute of Arbitrators (FCIArb)
14. Fellow of the Asian Institute of Alternative Dispute Resolution (AIADR)
15. Practice Associate of the Academy of Expert UK (AAE)
16. Panel of Arbitrator for the Thailand International Arbitration Centre (THAC)
17. Panel of Arbitrator, Adjudicator and Mediator for the Asia International Arbitration Centre (AIAC)
18. Primary Panel of Arbitrator for the Maldives International Arbitration Centre (MIAC)
19. Panel of the Mediator for Singapore International Mediation Institute (SIMI)
20. Panel of Arbitrator, Adjudicator and Mediator with the Asian Institute of Alternative Dispute Resolution (AIADR)
21. Panel of Arbitrator for the Brunei Darussalam Arbitration Centre (BDAC)
22. Panel of International Arbitrators for the Saudi Centre for Commercial Arbitration (SCCA)
23. Certified Green Building Professionals with Green RE and Green Building Index GBI

## PROFESSIONAL COMMITTEES AND OTHER PROFESSIONAL ACTIVITIES

1. Ordinary Council Member of the Malaysia Institute of Architect PAM for 2021-2022, 2022-2023 terms;
2. Chair for Contract Review Committee;



3. Co-chairman for PAM Dispute Resolution Committee ADR and Contract Review Committee;
4. Committee Member of the Malaysia Institute of Architect PAM Dispute Resolution Committee ADR;
5. Past Laurate of the ASEAN Student Fellowship from the Singapore International Foundation SIF
6. Taskforce for the development of MSc in Construction Law and Arbitration for the School of Housing Building Planning ("HBP"), University Science Malaysia ("USM") under the purview of Construction Industry Law Centre ("CILC")

## TEACHING

1. Studio Master / Lecturer in Architectural Studies Studio Semester 06 Taylor's University.
2. Part Time Lecturer for UCSI Architectural Studio for Semester 03 B.Arch.Study.
3. Paper Presenter for the Future of Architectural Education + Practice PAM International Architectural Education Conference PIES 2018.
4. Invited Lecturer for Studio Semester 06, B.Arch.Study, Critique in the Dept of Architecture, University Tengku Abdul Rahman UTAR.
5. Invited Industry Professional Guest Critique for the B.Sc. (Arch) and M.Arch Programme in the Dept of Architecture University Technology of Malaysia UTM.
6. Invited Industry Professional Guest Critique for the B.Sc. (Arch) and M.Arch Programme in the School of Housing Building Planning, University Science Malaysia USM.
7. In-house training for Contractors, Sub Contractors and Builders for CIPAA Claims, Certifications, EOT and the various aspects of the Construction Laws
8. Private FengShui courses for QuanYuan FengShui, to train practitioner in entry level to application of FengShui principles in the Built Environment.
9. Speaker for PAM CPD-Unlimited and various establishment.



ADVISORY<sup>1</sup>

1. Advisory Services for the Builder under the Built Operate Transfer (BOT) procurement scheme of a Data Centre for a GLC in Malaysia.
  - a. Acted as Construction Contract Advisor to a Japanese Builder with estimated construction cost of RM 300,000,000.00.
  - b. Points to note – Multitier contracts between Landowner, Developer, Service Provider, Project Management Companies, Consultants, Builders and Operator.
2. Advisory Services for the Sub-Contractor under the PAM Form 2006 procurement scheme of a Data Centre for a GLC in Cyberjaya.
  - a. Acted as Construction Contract Advisor to a Specialist Sub-Contractor with estimated construction cost of M&E only for RM 50,000,000.00.
  - b. Points to note – Intervene in the risk management by the Sub-Contractor after taking over from another “Sub-Contractor” who failed to deliver due to a contract award that has been priced below value.
3. Advisory Services for an In-House Building Contractor, owned by a Public Listed Company for a delivery of a various mixed developments in the Klang Valley.
  - a. Acted as Construction Contract Advisor from inception to completion, dealing in interim, penultimate and final claims, EOTs and the various aspects of contract administration.
4. Contract and Quality assurance cum Specification Compliance Advisory Services for a Third Party Shopping Centre Anchor Operator for a delivery of custom built Malls in Klebang and Taiping, Ipoh Perak.
  - a. The nature of the Triparty contract arrangement between the Developer of the Mall, Builder and the Operator. My role as the advisory for the Operator overlooking that the specification of the operator has been duly adhered to as in both QNQC and the Leasing Contract, Both estimated cost around RM200,000,000.00 each.
5. PAM Building Contract Advisory Services for a Japanese Contractor for a delivery of Integrated Industrial Park in Shah Alam, Malaysia.
  - a. The nature of a conventional procurement system for the building works with contractor’s proposal for substructures. My role as the Contract Advisor for the Main Contractor in dealing with the Contract Administrator cum Architect. Estimated contract sum of RM400,000,000.00.

<sup>1</sup> For reasons of brevity, only commendable projects are included. A complete list or a list by specific area may be provided upon request.





DISPUTE RESOLUTION<sup>2</sup>

1. In an Ad-Hoc Arbitration between a Reputable Housing Developer and an International Sub-Structure Specialist for a Dispute arising from Non-Payment of Certified Claims, Contract Amounts and Delays. Representing the Developer in the capacity as counsel. Seat of Arbitration is in Malaysia based on the Arbitration Act 2005 and the PAM Arbitration Rule for a disputed amount exceeding RM 20,000,000.00. The Arbitrator awards in favour of the International Sub-Structure Specialist.
2. In an Ad-Hoc Arbitration between a Reputable Housing Developer and a Building Main Contractor for a Dispute arising Claims for unpaid certified sums, variations, loss & expense for delay and recovery of liquidated damages in excess of RM 10,000,000.00, based on the Arbitration Act 2005 and the PAM Arbitration Rule. The Arbitrator awards in favour of the Building Main Contractor.
3. In a CIPAA Adjudication between an Architect and a Reputable Housing Developer for a Dispute arising from unpaid Fees in excess of RM 200,000.00, based on CIPAA 2012 and the AIAC Adjudication Rule. The Adjudicator's decision in favour of the Architect.
4. In a CIPAA Adjudication between a Contractor and a Sub-Contractor for a Dispute arising from unpaid certified sum in excess of RM 1,000,000.00, based on CIPAA 2012 and the AIAC Adjudication Rule. Main concerned raised by the Contractor is the non-payment by the employer and the pay when paid clause between the Main Contractor and the Sub-Contractor. The Adjudicator's decision in favour of the SubContractor.
5. In a LAM Adjudication between an Architect and the Board of Architect Malaysia for a Complaint arising from a third party housing purchaser with regards to the issuance of premature CCC and Borang F, for the Board to determine on the professional conduct of the said Architect. The Board found that the Architect is not liable and the issuance of CCC and Borang F had been tendered in an acceptable manner of which the Local Authorities in a written reply has confirmed that all documents and drawings submitted were in order and they have no objection for the released and acceptance of the said CCC and Borang F.
6. In a LAM Adjudication between an Architect and the Board of Architect Malaysia for a Complaint arising from a third party housing purchaser with regards to the issuance of premature certification under the Housing Developer's Act HDA, for the Board to determine on the professional conduct of the said Architect.
7. In an Arbitration based on the Arbitration Act 2005 and PAM Arbitration Rule 2019 between a Sub Contractor and the Main Contractor, acted as the Arbitrator's Observer, for a dispute involving a project of 32 Storey Condominium in Johor Bahru with the Contract Sum of RM 176 mil. The Claimant Claimed for LD amounted to RM 24mil and Defect amounted to RM 15mil. Counterclaim of RM8.8mil and 4.4mil for retention sum.
8. In CIPAA 2012 Adjudication with Disputed Claim of RM 558,453.00 on issues of the validity of payment claim relate to 2 separate construction contract to be consolidated into one, delay in incomplete work of the Subcontract, omission of part of the work on

<sup>2</sup> The party's name, which is underlined, is the party represented.



Subcontract, determination of Final Account, Right to Refuse Payment and Entitlement for set-off. I took the role as the Adjudicator.

9. In CIPAA 2012 Adjudication with Disputed Claim of RM 366,132.00 on issues of default payment on VO claim due to set-off, LAD and back-charge involving direct payment to others, engagement of 3rd parties and liabilities due to negligence and theft. I presided over the case as an Adjudicator.
10. In CIPAA 2012 Adjudication with Disputed Claim of RM 156,000.00 on issues of default payment on unpaid professional fee and COW's fee. I presided over the case as an Adjudicator.
11. In CIPAA 2012 Adjudication with Disputed Claim of RM 250,000.00 on issues of default payment on unpaid subcontract sum for M&E Works. I presided over the case as an Adjudicator.
12. In Ad-Hoc Mediation with Disputed Claim of RM50 mil on issues on Defects and Negligence between a Contractor with a Building Owner. I presided over the case as a Mediator.
13. In Ad-Hoc Mediation with Disputed Claim of RM20 mil on issues on Delay and Loss and Expenses between a Contractor with an Employer arising due to MCO. I presided over the case as a Mediator.
14. In Ad-Hoc Mediation on Family issues between Husband and Wife arising from the impact of Circuit Breaker (Singapore) to the Aviation Industry. I presided over the case as a Mediator.
15. In Ad-Hoc Mediation with Disputed Claim of RM2 mil on issues on separation of a partner in an architectural practice. I presided over the case as a Mediator.
16. In various Arbitrations, I stood as a building defects forensic expert.
17. In various ad-hoc appointments as building defect inspectors for purpose of Housing Tribunals.
18. In various ad-hoc Domestic Arbitration with Disputed Claim exceeding RM32 mil on issues on construction matters. I presided over the case as a Sole Arbitrator.



## EXPERT

1. In a Matter of Litigation between an ID Consultant with their Client, I acted as an Expert Witness in area of Building Defects Forensic and Professional Negligence.
2. In a Matter of Arbitration between an Employer and the Contractor, I acted as an Expert Witness in area of Building Defects Forensic.
3. In a Matter of Housing Tribunal between the JMB with the Developer, I acted as an Expert Witness in area of Building Defects Forensic.
4. In a Matter of Arbitration between Architect and its Client, I acted as an Expert Witness in area of Professional Negligence.

## ARBITRATION

1. In a Matter of an Ad-Hoc Arbitration between Main Contractor and its Employer, I acted as a Sole Arbitrator under the AIAC Rules [3 ongoing].

## PANELS

1. AIAC – Arbitrator, Adjudicator and Mediator.
2. THAC – Arbitrator [International Panel].
3. MIAC – Arbitrator [Primary Panel of International Panel].
4. HKICAdj – Adjudicator.
5. UK-Adjudicator – Adjudicator.
6. SIMI – Mediator.
7. IMI – Mediator.
8. RICS-ADR – Mediator.
9. AIADR – Arbitrator and Mediator.
10. BDAC – Arbitrator.
11. SCCA – Arbitrator.





## PUBLICATIONS

1. 'Critical Observation in the Inception, Growth, and Recent Development of Adjudication in the Malaysian Construction Industry: An Adjudicator's Perspective' (2022), <<https://aiadr.world/wordpress/wp-content/uploads/2022/11/AIADR-Journal-Volume-2-Issue-10-v2.pdf>>, accessed 3 Jan 2023;
2. 'My Mediation Log-Book: Mediating a Crime?' (2021), <<http://www.davidyek.com/adr/my-mediation-log-book-mediating-a-crime>> accessed 27 Oct 2021;
3. 'If its Ain't Broken, It's Not Worth Mending – A Look Into A Dysfunctional Dispute Clause' (2021), <<http://www.davidyek.com/adr/if-its-aint-broken-its-not-worth-mending-a-look-into-a-dysfunctional-dispute-clause>> accessed 27 Oct 2021;
4. 'Malaysia Day Special: Unity in Diversity of Different Seats Within the Jurisdiction of Malaysia' (2021), <<http://www.davidyek.com/adr/malaysia-day-special-unity-in-diversity-of-different-seats-within-the-jurisdiction-of-malaysia>> accessed 27 Oct 2021;
5. 'Can a Non-Independent Arbitrator Acts Independently?' (2021), <<http://www.davidyek.com/adr/can-a-non-independent-arbitrator-acts-independently>> accessed 27 Oct 2021;
6. 'The Three-Tenets of Arbitration, Which Held Supreme?' (2021), <<http://www.davidyek.com/adr/the-three-tenets-of-arbitration-which-held-supreme>> accessed 27 Oct 2021;
7. 'My Mediation Log-Book: Cracking a Joint Venture' (2021), <<http://www.davidyek.com/adr/my-mediation-log-book-cracking-a-joint-venture>> accessed 27 Oct 2021;
8. 'CPC, CFO/CCC, VP Conundrum' (2021), <<http://www.davidyek.com/adr/cpc-cfoccc-vp-conundrum>> accessed 27 Oct 2021;
9. 'Adjudication with the Spanner in the Gearbox' (2021), <<http://www.davidyek.com/adr/adjudication-with-the-spanner-in-the-gearbox>> accessed 27 Oct 2021;
10. 'The Settle of the Unsettled Law in CIPAA as at 2020', (2021), <<http://www.davidyek.com/adr/the-settle-of-the-unsettled-law-in-cipaa-as-at-2020>> accessed 27 Oct 2021;
11. 'Lessons on Arbitral's Impartiality – Halliburton v Chubb' (2021), <<http://www.davidyek.com/adr/lessons-on-arbitrals-impartiality-halliburton-v-chubb>> accessed 27 Oct 2021;



12. 'PAM Practice Note 3-2020, My Points of View' (2021),  
<<http://www.davidyek.com/adr/pam-practice-notes-3-2020-my-point-of-view>>  
accessed 27 Oct 2021;
13. 'Architect has No Duty of Care to the Contractor – The Malaysian Approach' (2021),  
<<http://www.davidyek.com/adr/architect-has-no-duty-of-care-to-the-contractor-the-malaysian-approach>> accessed 27 Oct 2021;
14. 'To Trust or Not To Trust, A Retention of UK's Inspiration' (2020),  
<<http://www.davidyek.com/adr/to-trust-or-not-to-trust-a-retention-of-uks-inspiration>>  
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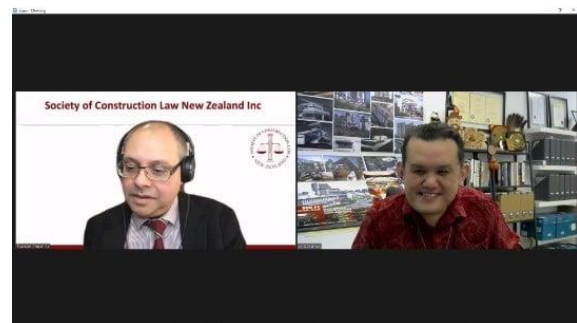
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## PUBLIC TALK / LECTURE

1. PAM CPD Unlimited 2.0:  
Introduction to Evaluative Mediation for  
Construction Disputes
2. LAP DCP Expert Talk series 06:  
Roadmap to Navigating Through  
International Forms of Building Contracts
3. An Interview with Dr Naseem  
On Post-Grad Learning on Construction  
Law for SCL International Conference



4. CIOB MENA –Region Webinar:  
Navigating Through International  
Construction Contract Landmines - An  
Architect's Perspective



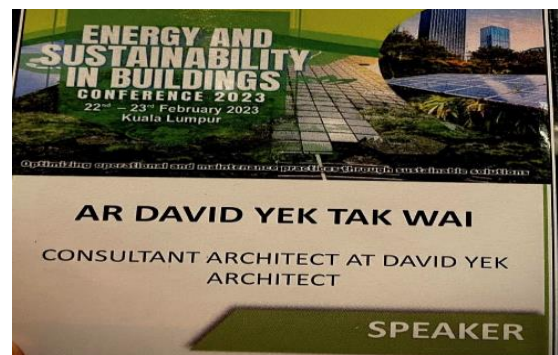
5. Construction Technology: Attracting or  
Avoiding Disputes?



6. Standard Form of Building Contracts  
Forum 2022



7. Comfori's Energy and Sustainability in  
Buildings Conference 2023



8. Mega Jati's Luncheon Webinar: Theme 2 Construction Contracts – CIDB 2022



9. Institution of Building Engineers (IEM) Webinar Talk: The CIDB 2022 'Boon or Bane' Critically Compared, for the Engineers



10. Housing Development & Real Property Conference 2023

