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長島·大野·常松 法律事務所

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India

CONSUMER PROTECTION E-COMMERCE RULES

インドでは 2020 年 7 月 24 日付けで e コマースに関する消費者保護規則が施行された。同規則は 2019 年に制定された消費者保護法の下位規則に位置づけられ、外国企業を含むインド国内の消費者に対して e コマースのプラットフォームを使って物品を販売する事業者に対して広く適用される。本稿では同規則の主要な内容について概説する。

Introduction

The Consumer Protection (E-Commerce) Rules, 2020 (“**E-Commerce Rules**”) have been notified by the Ministry of Consumer Affairs, Food and Public Distribution, Government of India and have been made effective from 24 July 2020. The E-Commerce Rules have been published under the Consumer Protection Act, 2019 (“**CPA**”) and provide a framework to regulate the marketing, sale and purchase of goods and services on e-commerce platforms. The E-Commerce Rules broadly prescribe the duties of e-commerce entities which apply to all e-commerce entities (including entities not incorporated in India) irrespective of the nature of their operations. The key provisions of the E-Commerce Rules are summarized below.

Key Provisions

1. **Applicability**: As set out above, the E-Commerce Rules apply to all e-commerce transactions involving goods or services by an e-commerce entity, including an e-commerce entity which is not established in India but systematically offers goods or services to consumers in India. An ‘e-commerce entity’ is defined broadly to mean any person who owns, operates, or manages digital or electronic facility or platform for e-commerce. The Rules are applicable to inventory based as well as marketplace e-commerce platforms and all e-commerce retailers, including single brand retailers who use multiple distribution channels such as brick-and-mortar retail stores in addition to e-commerce. An ‘inventory e-commerce entity’ is defined as an e-commerce entity which owns the inventory of goods or services and sells such goods or services directly to the consumers; and ‘marketplace e-commerce entity’ is defined to mean an e-commerce entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers.

2. **Operations in India and appointment of Compliance Officer**: All domestic e-commerce entities should either be (a) registered as a company in India; or (b) set up as an office, branch, or agency outside India which is owned or controlled by persons resident in India. Foreign e-commerce entities must register as a foreign company under

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the Companies Act, 2013. E-commerce entities, whether domestic or foreign, are required to appoint an Indian resident as a nodal person of contact to ensure compliance with the E-Commerce Rules and the CPA.

3. **Disclosures:** E-commerce entities are required to disclose information about: (a) themselves, including details of website and contact details of customer care and a grievance officer; and (b) location from where goods are imported, the details of the importer or the seller. Marketplace e-commerce entities are further required to disclose on their platforms: (a) details of sellers; (b) information relating to return, refund, exchange, warranty and guarantee, delivery and shipment, payment methods; (c) information about country of origin and total price; (d) explanation of the ranking algorithm that determines the ranking of goods or sellers on the platform; (e) terms and conditions generally governing their relationship with sellers; and (f) information provided by the sellers to them including, mandatory notices and information as required to be provided by the sellers under applicable law. Marketplace e-commerce entities are required to carry out due diligence in respect of sellers on their platform and obtain an undertaking from each seller to confirm that the information provided by such seller is true.

4. **Grievance Redressal:** E-commerce entities are required to establish an adequate grievance redressal mechanism. The E-Commerce Rules have prescribed a timeline of 48 hours for acknowledgment and one month for redressal for consumer complaints. Further, marketplace e-commerce entities are required to provide for a dispute resolution mechanism on their platforms for consumers to approach the sellers.

5. **Prohibitions:** E-commerce entities are prohibited from adopting any unfair trade practices. Specifically, the E-Commerce Rules state that e-commerce entities cannot: (a) charge cancellation charges from consumers unless similar charges are also borne by the e-commerce entities; (b) record consent for purchase automatically (such as pre-ticked checkboxes) and must record explicit consent for each purchase; (c) manipulate the price of the goods or services offered on their platforms to gain unreasonable profits by imposing an unjustified price on consumers; and (d) discriminate against a class of customers or make an arbitrary classification of customers.

6. **Key duties and liabilities of inventory e-commerce entities:** The E-Commerce Rules distinguish between marketplace e-commerce entities and inventory e-commerce entities. Inventory e-commerce entities that explicitly or implicitly vouch for or guarantee the authenticity of the goods/services sold by them, are expected to bear appropriate liability in any action related to the authenticity of such goods/services. Additionally, they are required to, (a) make necessary disclosures about their policies (including, return, refund, exchange, warranty and guarantee, delivery, payments, and grievance redressal); (b) provide mandatory notices and information as required under applicable law; (c) display the country of origin and total price of the product; (d) ensure that advertisements are consistent with the goods or services, (e) ensure there is no misrepresentation of facts, and (f) accept returns if such goods or services are defective, deficient, or delivered late (other than owing to force majeure).

7. **Obligations of Sellers on Marketplace:** Sellers offering goods and services through a marketplace e-commerce entity are required to broadly comply with similar obligations as inventory e-commerce entities, such as (a) ensuring that advertisements are consistent with the goods or services, (b) not refusing to accept returns if such goods or services are defective, deficient, or delivered late (other than owing to force majeure), (c) executing a written contract with the marketplace e-commerce entity; and (d) appointing a grievance officer.

Conclusion

The E-Commerce Rules have been introduced to protect e-commerce consumers and bring about more accountability and transparency. The Rules lay down stringent requirements that must be complied by e-commerce entities including marketplace and inventory based e-commerce entities. The E-Commerce Rules have already become effective and non-compliance could have penal implications for e-commerce entities. E-commerce entities operating in India or proposing to enter the Indian market must take note of the above provisions and ensure that they are fully compliant with the E-Commerce Rules at the earliest.

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[Author]

Rashmi Grover (Nagashima Ohno & Tsunematsu Singapore LLP)
rashmi_grover@noandt.com
Rashmi Grover is an Indian and UK qualified foreign attorney in the Singapore office. Her areas of practice include mergers and acquisitions, private equity and general corporate. She has extensive experience working in the Indian markets and advising clients on corporate commercial and finance transactions including transactions involving mergers, formation of joint ventures, acquisition of stakes in companies, private equity investments, business/asset acquisition transactions, regulatory filings, debt issuances and structured lending transactions.

Malaysia

KEY ELEMENTS ON THE LAW OF RETRENCHMENT IN MALAYSIA

新型コロナウイルスの世界的な感染拡大により財務的な危機に瀕し、生き残りをかけて事業部門の閉鎖や整理解雇に踏み切る企業も増加しつつある。本稿ではマレーシアにおいて整理解雇を行う場合の法的留意点について概説する。

Introduction

The COVID-19 pandemic has put many companies and businesses under a lot of strain, especially from the financial aspect. While the search for a vaccine continues, government-lockdown orders and cross-border movement control are expected to stay for the foreseeable future. As such, many companies and businesses are considering downsizing and cost-cutting measures to stay afloat, such as undertaking a retrenchment exercise of their employees. We consider below the key elements of a retrenchment exercise in Malaysia both generally and specifically due to the COVID-19 pandemic and points that employers should bear in mind before undertaking such an exercise.

Key Elements on the Law of Retrenchment

1. What is retrenchment?

   Retrenchment is an expression used to describe an exercise where a company or a business entity terminates the services of employees that it considers as surplus and redundant to its business requirement. Typically, the reasons behind redundancies are: (a) the company is loss making or experiencing financial difficulties; or (b) termination of employees due to the closure of a particular business of the company which is unprofitable.

2. Prerogative of the Employer

   A retrenchment exercise is within the right of any employer since it is the right and privilege of an employer to reorganize its business so long as it is a bona fide exercise and not done with any collateral purpose. As such, if a company has legitimate commercial grounds to retrench an employee and this exercise is not done in bad faith or to victimize a particular employee, the Malaysian Court will not usually interfere with the employer's decision.

   The burden of proving that the retrenchment was bona fide lies on the employer to show that the retrenchment was fair. The employer has a duty to prove, among others, that the cost-cutting measures were necessary and that the circumstances were such that the employees' functions were reduced to such an extent that they are considered redundant.

3. Criteria for Selecting Employees for Retrenchment

   Employers must set out well-documented objective criteria for the selection of employees to be retrenched or to be retained. The Code of Conduct for Industrial Harmony ("**Code**"), provides guidelines on the best practice for retrenchment exercises. While not legally binding, failure to comply may be a factor that Courts take into consideration in determining whether the retrenchment exercise was carried out in a *bona fide* manner. The Code

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offers a comprehensive guideline of the criteria to be considered including (a) ability, experience, skill and occupation qualifications; (b) age; (c) length of service and status (i.e. non-citizens, casual, temporary, permanent).

A commonly applied principle – "Last in, First Out" – means the most junior employee (in terms of length of service) would be retrenched first, compared to those who have served for a longer duration. Companies with foreign workers employed in similar capacity as local employees are mandated by law to first terminate the services of foreign workers.

4. To Provide Affected Employees with Advance Notice

The employer is required to give affected employees a notice of retrenchment. The length of the notice depends on the terms of the employment contract or if applicable, the collective agreement. For employees who fall within the ambit of the Employment Act, 1955 ("**EA Employees**"), the length of notice depends on their length of employment, that is, (a) less than 2 years of service, not less than 4 weeks' notice; (b) 2 years or more but less than 5 years of service, not less than 6 weeks' notice; or (c) 5 years or more years of service, not less than 8 weeks' notice.

5. Providing Retrenchment Benefits

Under the Employment (Termination and Lay-off Benefits) Regulations 1990, only EA Employees who have been employed under a continuous contract of employment of not less than 12 months before the date of termination are entitled to retrenchment benefits, and the amount to be paid is as follows: (a) less than 2 years of service, 10 days' wages for every year of employment; (b) 2 years or more but less than 5 years of service, 15 days' wages for every year of employment; (c) 5 years or more years of service, 20 days' wages for every year of employment.

For employees that are not EA Employees, the retrenchment benefits and the quantum are dependent on the terms of the employment contract. If there is no employment contract, the discretion to pay termination benefits and the quantum depends on the employer.

Retrenchment due to the COVID-19 Pandemic

If a company is legitimately facing financial difficulties as a result of the COVID-19 pandemic, it may have grounds to cut its costs and to retrench employees who it deems are surplus to its business requirements.

Based on the Ministry of Human Resources ("**MOHR**") FAQ on the COVID-19 pandemic dated March 23, 2020, the MOHR has taken the position that retrenchment of employees remains the prerogative of the employer. However, the employers should ensure that they comply with 3 basic requirements:

(a) there must be genuine financial impact on the business;

(b) employers must exhaust other means first before opting to retrench employees such as reducing working hours, reducing or freezing the hiring of new employees, reducing or limiting overtime, limiting employees from working on weekends or on public holidays, or reducing employees' wages temporarily;

(c) in the event, retrenchment of employees cannot be avoided, employers should terminate the services of foreign workers first. If retrenchment of local employees is being considered, employers are encouraged to comply with "Last In First Out".

The MOHR did however, state that employers may depart from the foregoing basic requirements if they have strong justifications to do so. Notwithstanding, the key elements of the law on retrenchment discussed above still apply to all retrenchment exercises to be done in connection with the COVID-19 pandemic.

Conclusion

Employers currently facing financial difficulties and considering retrenchment of their employees must bear the aforesaid points in mind and must ensure that the retrenchment exercise is carried out in a fair and transparent manner in order to avoid any potential litigation by the redundant employee or disciplinary action by the MOHR.

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[Author]

Aizad Bin Abul Khair (Nagashima Ohno & Tsunematsu Singapore LLP)
aizad_khair@noandt.com
Aizad Bin Abul Khair is a Malaysian and UK qualified foreign attorney in the Singapore office. His areas of practice include mergers and acquisitions, equity capital markets, joint ventures and general corporate matters. Aizad has extensive experience working in Malaysian related matters and this includes sale and acquisition of private companies and businesses, listing and other equity capital raising on the Malaysian Stock Exchange, take-overs and corporate restructuring.

Singapore

COMMENCEMENT OF THE INSOLVENCY, RESTRUCTURING AND DISSOLUTION ACT 2018

2020 年 7 月 30 日、倒産、再生及び清算に関する法律が施行された。シンガポールの倒産法制は、これまでは個人については破産法で、会社については会社法でそれぞれ規定が置かれていたが、同法の施行によりこれまでの破産法及び会社法における倒産関連の条項が統合されるとともに、国際的なスタンダードに沿った制度に改定された。本稿では同法の施行に伴う主要な改正点について概説する。

Introduction

The Insolvency, Restructuring and Dissolution Act 2018 (the "**IRDA**"), together with its 48 related pieces of subsidiary legislation, came into effect on 30 July 2020 in Singapore. The IRDA was first passed by the Singapore Parliament on 1 October 2018 - an omnibus legislation intended to consolidate Singapore's personal and corporate insolvency and debt restructuring laws. Before 30 July 2020, the insolvency framework for companies was largely set out in the Companies Act (Cap. 50), while the bankruptcy regime for individuals was found in the Bankruptcy Act (Cap. 20). Relevant provisions from the Companies Act and the entire Bankruptcy Act have since been repealed. The IRDA also updates relevant laws to be aligned with international best practices. We discuss some of the notable changes introduced by the IRDA below.

New Licensing Regime for Insolvency Practitioners

There was no dedicated licensing regime regulating insolvency practitioners prior to the IRDA. In order to raise the standards and improve accountability of insolvency practitioners, for appointments made on or after 30 July 2020, those acting as a liquidator, provisional liquidator, judicial manager, interim judicial manager, receiver, trustee of a bankrupt's estate or nominee under a voluntary arrangement have to be licensed in order to execute these roles. Only qualified persons such as solicitors and public or chartered accountants are eligible to hold such licences.

However, a liquidator appointed in a members' voluntary winding up and a scheme manager appointed in relation to a scheme of arrangement do not have to be licensed.

The Register of Licensed Insolvency Practitioners can be found at https://www.mlaw.gov.sg.

Limitations of certain contractual rights – *ipso facto* clauses

It is common to find *ipso facto* clauses in commercial contracts, which entitle an innocent contracting party to terminate the contract and/or exercise certain remedies upon the commencement of judicial management, a scheme of arrangement or other insolvency-related proceeding. Section 440 of the IRDA, however, renders these clauses ineffective and unenforceable. However, the IRDA does not restrict the force or validity of contractual clauses allowing for termination upon a trigger event that is not solely based on the fact of a company's insolvency or the commencement of insolvency proceedings. Accordingly, a party facing a counterparty in a dire financial state may still terminate the contract on other grounds, such as for failure of performance or payment, if provided for in the contract or under common law.

The purpose of section 440 is to prevent companies attempting rehabilitation from experiencing the crippling effect of

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the cancellation of key contracts if it formally enters into judicial management or scheme proceedings. This potentially alleviates the risk of cancellation of key contracts, which traditionally may have deterred companies from seeking formal reconstruction efforts.

Section 440(5) carves out certain types of contracts that are excluded from the limitation in Section 440(1). These include the commercial charter of a ship, any contract that is a licence, permit or approval issued by the Government or a statutory body, and financial contracts prescribed under Insolvency, Restructuring and Dissolution (Prescribed Contracts under Section 440) Regulations 2020.

Judicial management without a court order

Under the IRDA, an insolvent company now has the option of placing itself into judicial management either by way of a court order, or out-of-court, by obtaining the approval of a majority of its creditors in number and value. This out-of-court process makes judicial management a more attractive option as it provides a cheaper, faster and more efficient way of displacing the management with an insolvency professional, potentially allowing the company to start the judicial management process sooner compared to having to obtain a court order.

However, it is important to note that a holder of a floating charge over the whole or substantially the whole of an insolvent company's assets can veto the entire out-of-court process, as its consent is a precondition to the appointment of an interim judicial manager. Thus, if such a holder is not expected to be cooperative in the process, an application to the court for a judicial management order might be the more cost and time effective option, as the holder bears the burden to persuade the court that the prejudice that would be caused to it if the judicial management order is made is disproportionately greater than the prejudice that would be caused to the unsecured creditors.

Wrongful trading

Under section 239(1) of the IRDA, any person who was a party to the company's wrongful trading can be held personally responsible without any limitation of liability as determined by the court. A company trades wrongfully if (a) the company, when insolvent, incurs debts or other liabilities without reasonable prospect of meeting them in full; or (b) the company incurs debts or other liabilities (i) that it has no reasonable prospect of meeting in full; and (ii) that result in the company becoming insolvent.

This is a derivative of the now repealed section 339(3) of the Companies Act, but the IRDA removes the requirement that a person had to be criminally convicted first before he could be made personally liable for the whole or part of the debt. This reduces the number of steps an insolvency practitioner would have to take in order to increase the pool of assets rightfully belonging to the company, thereby benefitting creditors, to whom office-holders have a duty when a company is insolvent.

Power to enter into third party funding agreements for judicial managers and liquidators

The IRDA allows a judicial manager or liquidator to assign proceeds of an action resulting from the avoidance of undervalue and unfair transactions, extortionate credit transactions, fraudulent and wrongful trading, and damages from delinquent officers of a company. With the approval of specified persons, such as the committee of creditors (for judicial managers) or the committee of inspection (for liquidators), judicial managers and liquidators can enter into third party funding arrangements to pursue claims against those who had committed a wrong against the company that might otherwise have not been pursued due to lack funding.

Before the enactment of IRDA, the Singapore courts had already been developing and laying down the applicable principles for approving third party funding agreements entered into by insolvent companies at common law. With the certainty of the validity and enforceability of such contracts with the advent of IRDA, it has also created a fertile ground for the development and expansion of commercial litigation funders in Singapore.

Higher thresholds for insolvency regimes in light of COVID-19 remain

As detailed in NO&T's Extra Edition in May 2020, in Singapore, the COVID-19 (Temporary Measures) Act 2020 continues to provide temporary relief for distressed persons until 19 October 2020 (subject to revisions) by requiring higher debt thresholds for insolvency.

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Winding up proceedings can only be commenced against a company debtor if it cannot satisfy its debt within 6 months of being served with a statutory demand for over SGD 100,000; individuals only face the possibility of bankruptcy if s/he was unable to satisfy a statutory demand for at least SGD 60,000 within 6 months from the service of the statutory demand.

When the relevant provisions in the COVID-19 (Temporary Measures) Act 2020 are no longer in effect, the debt thresholds for both corporate and personal insolvency will revert to SGD 15,000 that a debtor is unable to repay within 3 weeks of the service of a statutory demand. In this regard, the debt threshold has been raised for the corporate insolvency regime, from SGD 10,000 (under the now repealed section 254(2)(a) of the Companies Act) to SGD 15,000 (section 125(2)(a) of the IRDA). The debt threshold for personal insolvency remains unchanged from the Bankruptcy Act.

Conclusion

The commencement of the IRDA in the wake of COVID-19 causing numerous financial difficulties for individuals and companies alike is a welcome and timely consolidation and update of the corporate and personal insolvency regimes in Singapore. It increases the access to and transparency of the insolvency regimes in Singapore, bringing convenience and clarity to its users. In addition, the IRDA creates greater accountability not only for insolvency practitioners, which fosters the professionalism and reputation of Singapore insolvency practitioners, but also for officeholders, which enhances the protection for creditors who are already facing uncertainty and competition for a limited pool of assets.

[Author]

Annia Hsu (Nagashima Ohno & Tsunematsu Singapore LLP)
annia_hsu@noandt.com

Annia Hsu is a Singapore qualified attorney in the Singapore office of NO&T. Annia has assisted in representing and advising clients in all forms of dispute resolution including litigation in the Singapore courts, arbitration, adjudication, and mediation, and her areas of practice and experience include general commercial litigation and arbitration, shareholder disputes, construction disputes, resulting and constructive trusts, restructuring and insolvency, and probate and administration matters. She has acted for Chinese entities in international commercial arbitrations conducted under the SIAC, and currently focuses on international commercial disputes work.

[EDITORS' PROFILES]

Nobuo Fukui (Nagashima Ohno & Tsunematsu Singapore LLP)
nobuo_fukui@noandt.com

Nobuo Fukui is a partner at Nagashima Ohno & Tsunematsu and a representative of its Singapore Office (Nagashima Ohno & Tsunematsu Singapore LLP). He has been stationed in Singapore since 2013 and providing legal services mainly to Japanese companies and its affiliates to expand their business into south-east Asian countries.
He is a graduate of the University of Tokyo (LL.B., 2001) and Duke Law School (LL.M., 2009). He was admitted to the Japan Bar in 2003 and New York State Bar in 2010. He worked as a foreign lawyer at Widyawan & Partners (Jakarta) from 2010 to 2013, focusing on Indonesian legal practice, and he has extensive legal experience in the Indonesia related transactions.

Rashmi Grover (Nagashima Ohno & Tsunematsu Singapore LLP)
rashmi_grover@noandt.com

Rashmi Grover is an Indian and UK qualified foreign attorney in the Singapore office. Her areas of practice include mergers and acquisitions, private equity and general corporate. She has extensive experience working in the Indian markets and advising clients on corporate commercial and finance transactions including transactions involving mergers, formation of joint ventures, acquisition of stakes in companies, private equity investments, business/asset acquisition transactions, regulatory filings, debt issuances and structured lending transactions.

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NAGASHIMA OHNO & TSUNEMATSU

JP Tower, 2-7-2 Marunouchi, Chiyoda-ku, Tokyo 100-7036, Japan
Tel: +81-3-6889-7000 (general) Fax: +81-3-6889-8000 (general) Email: info@noandt.com

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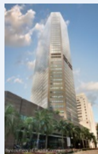
Singapore Office
(Nagashima Ohno & Tsunematsu Singapore LLP)

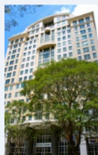


6 Battery Road #40-06
Singapore 049909
Tel: +65-6654-1760 (general)
Fax: +65-6654-1770 (general)
Email: info-singapore@noandt.com

Bangkok Office
(Nagashima Ohno & Tsunematsu (Thailand) Co., Ltd.)

34th Floor, Bhiraj Tower at EmQuartier
689 Sukhumvit Road, Klongton Nuea
Vadhana, Bangkok 10110, Thailand
Tel: +66-2-302-4800 (general)
Fax: +66-2-302-4899 (general)
Email: info-bangkok@noandt.com

HCMC Office
(Nagashima Ohno & Tsunematsu HCMC Branch)



Suite 1801, Saigon Tower
29 Le Duan Street, District 1
Ho Chi Minh City, Vietnam
Tel: +84-28-3521-8800 (general)
Fax: +84-28-3521-8877 (general)
Email: info-hcmc@noandt.com

Hanoi Office
(Nagashima Ohno & Tsunematsu Hanoi Branch)

Suite 10.04, CornerStone Building
16 Phan Chu Trinh, Hoan Kiem District
Ha Noi City, Vietnam
Tel: +84-24-3266-8140 (general)
Fax: +84-24-3266-8141 (general)
Email: info-hanoi@noandt.com

Shanghai Office
(Nagashima Ohno & Tsunematsu
Shanghai Representative Office)

21st Floor, One ICC, 999 Middle Huaihai Road
Xuhui District, Shanghai 200031, China
Tel: +86-21-2415-2000 (general)
Fax: +86-21-6403-5059 (general)
Email: info-shanghai@noandt.com

Jakarta Desk
(Nagashima Ohno & Tsunematsu Jakarta Desk)

c/o Soemadipradja & Taher
Wisma GKBI, Level 9
Jl. Jenderal Sudirman No. 28
Jakarta 10210, Indonesia
Email: info-jakarta@noandt.com

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