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This issue covers the following topics:

India

SIGNIFICANT BENEFICIAL OWNERSHIP RULES AMENDED

インドでは 2018 年 6 月に、資金洗浄及びテロ組織への資金供与を防止することを目的としてインド法人の実質的オーナーを定め当局に届け出ることを義務づける制度が導入された。（詳細は NO&T's Asia Legal Review No. 3 を参照されたい。）さらに 2019 年に入り、同制度導入時には明確ではなかった「実質的オーナー」の範囲を詳細に定義する等の改正が行われたことから、本稿ではその重要な改正点について続報する。

Background

On 14 June 2018, the Ministry of Corporate Affairs ("**MCA**") had introduced the Companies (Significant Beneficial Owners) Rules, 2018 ("**SBO Rules**") requiring the ultimate owners of beneficial interest in Indian companies to disclose such interest. NO&T's Asia Legal Review No. 3 had covered the scope of the SBO Rules in detail. The SBO Rules were ambiguous and unclear on several issues including the scope of disclosure, disclosure requirements in case of structures with multiple levels of intermediate corporate shareholding etc. Based on representations from various stakeholders, compliance requirements under the SBO Rules were suspended pending further clarifications/amendments from the MCA.

Finally, on 8 February 2019, the MCA released the Companies (Significant Beneficial Owners) Amendment Rules, 2019 ("**New SBO Rules**") to revise and significantly amend the SBO Rules. The New SBO Rules have once again kick-started the process of requiring significant beneficial owners to report and disclose their interests.

Revised Definition of Significant Beneficial Owner (SBO)

The New SBO Rules have clarified the definition of an SBO. Every individual, who acting alone or together, or through one or more persons or trust, possesses one or more of the following rights or entitlements in an Indian company (the "**Reporting Company**") shall be deemed to be an SBO:

(i)　holds indirectly, or together with any direct holdings, not less than 10% of the shares;

(ii)　holds indirectly, or together with any direct holdings, not less than 10% of the voting rights;

(iii) has the right to receive or participate (by virtue of their indirect and/or direct holdings) in not less than 10% of the total distributable dividend or any other distribution; or

(iv) has the right to exercise, or actually exercises, significant influence or control (except through direct holdings) over the Reporting Company. For this purpose, "significant influence" means the power to participate in the financial and operating policy decisions of the Reporting Company.

The SBO Amendment Rules make it clear that an individual having *only* direct holding (and no indirect holding) will not be considered as an SBO. An individual will be considered to hold a right or entitlement *indirectly* in the Reporting Company if such individual:

(i) holds a majority stake in a corporate shareholder of the Reporting Company (or the ultimate holding company of such body corporate). For this purpose, majority stake means holding more than 50% of the equity share capital or the voting rights or having the right to receive or participate in more than 50% of the distributable dividends/other distribution;
(ii) is a partner of the partnership entity (where such partnership entity is the shareholder of the Reporting Company), or holds majority stake in a body corporate (or in its ultimate holding company), which is a partner in the partnership entity;
(iii) is a general partner/investment manager/chief executive officer (if the investment manager is a body corporate or partnership entity) of a pooled investment vehicle or entity controlled by it, where such pooled investment vehicle is a shareholder of the Reporting Company.

Filing obligations under the New SBO Rules

Every SBO, at the time of acquiring significant beneficial ownership is required to make a declaration in Form BEN-1 to the company in which he/she holds the significant beneficial ownership within 30 days of acquiring such beneficial ownership. Once a declaration by an SBO is received by the Reporting Company, the Reporting Company is required to file a return in Form BEN-2 with the relevant Registrar of Companies within 30 days. In addition, every company will be required to give notice in Form BEN-4 to all its members (who are not individuals) who hold more than 10% of the shares asking the members to, inter alia, disclose information of the SBO of the member.

Each Reporting Company is required to maintain a register of SBOs in Form BEN-3 which shall be available for inspection to the shareholders.

Non-applicability of the New SBO Rules

The following persons are exempt from making disclosures under the New SBO Rules:

(i) the Investor Education and Protection Fund;

(ii) the holding reporting company of the reporting company;

(iii) the Central Government, State Government or any local authority;

(iv) any entity controlled by the Central Government or by any State Government or Governments or partly by the Central Government and partly by one or more State Governments;

(v) all investment vehicles registered with the Securities and Exchange Board of India (SEBI);

(vi) investment vehicles regulated by the Reserve Bank of India or Insurance Regulatory and Development Authority of India or Pension Fund Regulatory and Development Authority.

Consequences of Failure to Comply

An SBO who fails to make the requisite declarations in Form BEN-1 will be punishable with imprisonment of up to 1

year and/or with fine of not less than INR 1,00,000 but which may extend to INR 10,00,000 and for continuing failure, fine of INR 1,000 per day. If a Reporting Company fails to maintain the register in Form BEN-3 or file the declaration in Form BEN-2 with the Registrar of Companies, or denies inspection of the register, the Reporting Company and every officer of the company in default will be punishable with fine of not less than INR 10,00,000 but which may extend to INR 50,00,000 and for continuing failure, a fine of INR 1,000 per day.

Conclusion

In our view, the MCA has, through the New SBO Rules, provided much needed clarity on several aspects, specifically in relation to determination of indirect holding where members of the company were non-individuals. Further, the forms and filings have also been simplified to a great extent making disclosure simpler. While the compliance burden continues as far as Indian companies are concerned, several individuals would now fall outside the purview of the disclosure requirements under the New SBO Rules.

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Thailand

LABOUR LAW AMENDMENT: HOW IT AFFECTS THE WORK RULES

タイの労働者保護法の改正が本年 5 月 5 日付で施行された。改正内容はいずれも従業員の権利を拡充するものであり、①年 3 日以上の私用休暇の付与義務化、②産休の拡充、③解雇補償金の増額、④事業所移転時の特別補償金制度に関する変更等の改正が行われた。

Background

Effective from 5 May 2019, the Labour Protection Act B.E. 2541 (1998) ("**LPA**") was amended by Labour Protection Act (No. 7) B.E. 2562 (2019) ("**2019 Amendment**") in order to modernize the provisions relating to the rights and protection of employees. As several of these amendments relate to those rights that are required by LPA to be stipulated in the work rules, several provisions of the work rules would need to be amended in line with the 2019 Amendment.

In this article, we discuss the material changes which should be reflected in the work rules as a result of the 2019 Amendment.

1. What to amend in the work rules

Since before the 2019 Amendment, it has been mandatory for the employers who employ 10 or more employees to include in their work rules the details of, among other things, leave and rules of taking leave, severance pay and special severance pay. The 2019 Amendment would therefore affect the following rights and obligation in the work rules.

1.1 Personal leave

Before the 2019 Amendment, "leave for the necessary business" (for ease of understanding, "**Personal**

Leave") was, under the previous LPA Section 34, a leave which the employees were "entitled to [receive] in accordance with the work rules of his or her employer". Not only was it unclear whether the employer had to actually grant any Personal Leave at all or not i.e. whether an employee was still entitled to such leave if an employer did not have any work rules due to the number of employees or did not explicitly stipulate in the work rules etc., it was not mandatory for the employers to pay any wage for Personal Leave as LPA did not require so.

However, after the 2019 Amendment, LPA, in its newly amended Section 34 and its newly added Section 57/1, has entitled employees to "at least 3 days of leave for the necessary business" and has required the employers to pay the wage for such leave "not exceeding 3 business days per year".

It is worthwhile noting that LPA, neither before nor after the 2019 Amendment, has clearly stipulated the definition of "necessary business". Nevertheless, the Ministry of Labour has issued an explanatory note dated 8 April 2019 on the 2019 Amendment ("**Official Explanatory Note**") in which the Ministry of Labour views that "leave for the necessary business" would include:

(i) "leave in case that an employee has any necessary business which he/she has to conduct by himself, for example, obtainment of ID card, driving license, marriage registration, ordination, customary religious practice etc."; or

(ii) "leave in case that an employee has any necessary business of a family member, for example, holding the funeral of a family member, holding the funeral of a child, holding the ordination ceremony etc."

Furthermore, the Official Explanatory Note also states that a "leave for the necessary business" may be applicable to instances other than the abovementioned (i) and/or (ii) and that such additional instances and the rules thereof may be stipulated in the work rules or the agreement on the conditions of employment, for clarity.

Hence, it may be concluded that Personal Leave should be granted for any matter which may be reasonably perceived as "necessary business". Nonetheless, it is our view that it is an employer's discretion to determine which business is a "necessary business" and for how long should such employee be granted a Personal Leave e.g. if an employee requests for a Personal Leave of 3 days for the obtainment of an ID card which generally takes at most 1 day, an employer should have the discretion to grant a Personal Leave for only 1 day.

1.2 Maternity leave

With the 2019 Amendment, a pregnant female employee is entitled to an increased number of days for a maternity leave, namely, from 90 days to 98 days (both of which include the holidays in between). Moreover, the amended LPA further broadens the scope of maternity leave to include leave taken for prenatal inspection. This means that now, a maternity leave can be taken even before the delivery of a child. However, the number of days that an employer is required to pay the wages during the maternity leave remains the same, which is 45 days including the holidays in between.

Although LPA is silent on the definition of "delivery of a child", Social Security Act B.E. 2533 (1990) defines such term to mean "the delivery of an infant from mother's womb in which a period of pregnancy is not less than 28 weeks, irrespective of whether the infant is alive or not". Therefore, it can be assumed that an employer may, in the case that a pregnant female employee suffered a miscarriage before 28th week of her pregnancy, grant her a sick leave instead of a maternity leave. In order to avoid any conflict between the employer and the employee, this should be informed to the pregnant employee at an earlier stage.

1.3 Severance pay

The 2019 Amendment has widened the severance payment category to include those employees who have worked continuously for 20 years or more to be entitled to receive the payment of no less than the latest rate of employee's wage for 400 days. Therefore, the severance payment under the amended LPA has become as follows.

Employee's working period (continuous period)	Number of days in relation to the latest wage
120 days but less than 1 year	30
1 year but less than 3 years	90
3 years but less than 6 years	180
6 years but less than 10 years	240
10 years but less than 20 years	300
20 years or more	400

1.4 Special severance pay relating to workplace relocation

Prior to the 2019 Amendment, workplace relocation" which would entitle an employee to a special severance pay was interpreted by the Supreme Court to be limited to the relocation of workplace to a completely new locality and did not include the already existing localities such as one of employer's branch offices etc. However, with the 2019 Amendment, "workplace relocation" would also include the relocation to the already existing localities.

Furthermore, the employer is now required to make an advance notification regarding the relocation of workplace to the employee by placing such advance notice at a prominent place inside the workplace continuously for at least 30 days prior to the relocation, and such advance notification must explicitly specify the details of the relocation such as which employee will be relocated to where and when. Before the 2019 Amendment, the employer had to simply notify the employees at least 30 days before the workplace relocation.

Additionally, the timing of payment of (i) special severance pay –in case where the employee refuses to work with the employer after the workplace relocation, and (ii) special severance pay in lieu of advance notice –in case where the employer fails to make an advance notice in the abovementioned manner- has been changed to be within 7 days from the date of workplace relocation, whereby, the employment contract of such employee shall also be deemed to have ended on such date of workplace relocation. Before the 2019 Amendment, the timing of the payment thereof was set to be "within 7 days from the date that the employee terminates the employment contract" which was somewhat harder to determine and was more likely to cause confusion.

Nevertheless, the amount of both (i) and (ii) above remains the same i.e. the amount equivalent to the severance pay for (i), and the amount equivalent to no less than the latest rate of such employee's wage for 30 days for (ii).

It is also worth mentioning that the concept of the "workplace relocation" is different from the relocation of individual employee or position thereof e.g. relocating a production staff to be a warehouse staff at a different branch or relocating an HR manager from the head office in Bangkok branch to be stationed at a factory in Rayong (an example extracted from the Official Explanatory Note), where, if the relocation of an individual employee is not associated with prejudice or deduction in conditions of employment, such relocation should be within the employer's discretion.

2. How to amend the work rules

Effective from 1 September 2017, LPA was amended to allow the employers to issue and/or amend the work rules simply by disseminating it and placing it at a place inside the workplace which is easy to be observed, within 15 days from the effective date of the work rules or the amendment thereof, and keep the copy of such work rules or amended work rules at the workplace at all times. It is no longer required that the employer submit beforehand a copy of the work rules or amended work rules to the director-general of Department of Labour Protection and Welfare or a person entrusted thereby i.e. local labour office.

We recommend that all employers should start amending their existing work rules to comply with the 2019 Amendment. Although a copy of the work rules is no longer required to be submitted to the director-general of Department of Labour Protection and Welfare as mentioned above, the updated work rules will strongly support an internal employment management and help minimize several risks related to non-compliances of labour laws.

Conclusion

The 2019 Amendment has in deed increased the rights of the employees and thereby increased the obligation of the employers. For clarity of rights and obligation between the employers and employees, and in order to avoid possible confusion and conflict, prudent employers should, with the support of the professional legal advisor, make necessary amendments to their work rules on the matters and in the manner discussed above.

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Singapore

NON PARTICIPATING PARTY SUCCESSFULLY APPLIES TO SET ASIDE ARBITRAL AWARD

本稿では、仲裁手続に参加しなかった当事者から提起された仲裁判断の破棄を求める訴えを認容したシンガポールの上訴裁判所（Court of Appeal）の最新判例を紹介する。

Background

In a recent decision dated 9 May 2019, the Singapore Court of Appeal upheld an application to set aside an arbitral award. The case, *Rakna Arakshaka Lanka Ltd v Avant Garde Maritime Services (Private Limited)* [2019] SGCA 33 ("***RALL v AGMS***"), is a notable instance in which the set aside application was brought by a party which did not participate in the arbitration proceedings.

Summary

Rakna Arakshaka Lanka Ltd ("**RALL**") and Avant Garde Maritime Services (Private) Ltd ("**AGMS**"), both Sri Lankan entities, contracted to undertake various projects involving the provision of maritime security services. For this purpose, the parties entered into various agreements that were later incorporated into a Master Agreement.

A dispute later arose out of one of the parties' agreed projects. Pursuant to the dispute resolution clause contained in the Master Agreement, AGMS commenced arbitration proceedings against RALL under the rules of the Singapore International Arbitration Centre ("**SIAC**"). The seat of the arbitration was Singapore.

RALL did not file any substantive response to AGMS's Notice of Arbitration, nor did it nominate a co-arbitrator. Some months after the commencement of the SIAC arbitration, the parties signed a Memorandum of Understanding ("**MOU**"). RALL then informed SIAC by letter that the parties had reached a settlement by virtue of the MOU and that the arbitration need not proceed. AGMS disagreed and took the position that there was a live dispute to be resolved through the conduct of the arbitration in full.

The arbitral tribunal ("**Tribunal**") held a preliminary meeting, which RALL did not attend. RALL also did not comply with the Tribunal's order by which it was directed to state its position with regard to AGMS' submission that the arbitration proceed.

Thereafter, the Tribunal (by a majority) issued an interim order in which it ruled that no settlement had been reached on account of the MOU and that the arbitration should proceed ("**Interim Order**"). RALL did not attend the hearing on the merits, nor file any post-hearing written submissions. The Tribunal (again by a majority) issued a final award in favour of AGMS.

RALL applied to the Singapore High Court to set aside the final award on grounds that, among others, the Tribunal did not have jurisdiction. The High Court dismissed the set aside application. It was held that the Tribunal's Interim Order was a preliminary ruling on jurisdiction, which RALL should have challenged within 30 days of receiving the Order. This challenge procedure was available to RALL under Section 10(3) of the International Arbitration Act ("**IAA**") read with Article 16(3) of the UNCITRAL Model Law on International Commercial Arbitration ("**Model Law**"). The High Court further held that, having failed to avail itself of this recourse, RALL was precluded from subsequently challenging the Tribunal's jurisdiction in an application to set aside the final award.

The Singapore Court of Appeal overturned the decision of the High Court and set aside the final award on the ground that the Tribunal lacked jurisdiction. The Court of Appeal accepted that the Interim Order constituted a preliminary ruling on jurisdiction, but departed from the High Court in holding that RALL remained entitled to challenge the Tribunal's jurisdiction in a set aside application even if it failed to utilise Article 16(3) of the Model Law and Section 10(3) of the IAA.

Challenge to an arbitral tribunal's jurisdiction

The Court of Appeal considered the general principles governing challenges to an arbitral tribunal's ruling on jurisdiction.

The starting position is that an arbitral tribunal has the power to first determine if it has jurisdiction over a dispute. This principle, known as *Kompetenz-Kompetenz*, is reflected in Article 16 of the Model Law.

Pursuant to Article 16 of the Model Law, the arbitral tribunal can raise and decide issues of jurisdiction of its own accord, without the need for a party to first file an objection. The tribunal also has the discretion to decide whether to determine an objection to jurisdiction on a preliminary basis or in the final award. Where the tribunal issues a preliminary ruling that it has jurisdiction, the objecting party can appeal to the supervisory court within 30 days. The time limit was prescribed in recognition of the need to encourage the expeditious resolution of jurisdictional issues, which could otherwise be deployed as a tactic to delay arbitration proceedings.

Section 10 of the IAA, which implements Article 16 of the Model Law, provides the means by which a dissatisfied party may apply to the court for a review of the tribunal's preliminary ruling on jurisdiction. In contrast to Article 16 of the Model Law, section 10(3) of the IAA provides that a party can seek such recourse in either case where a tribunal has ruled that it has jurisdiction or does not have jurisdiction.

Grounds of decision

The Court of Appeal upheld RALL's application to set aside the final award on the following grounds.

The Interim Order is a preliminary ruling by the Tribunal on jurisdiction, to which section 10(3) of the IAA and Article 16(3) of the Model Law applied. Accordingly, it was open to RALL to apply to the Singapore courts for a review of that ruling within 30 days of receiving the Interim Order as prescribed in these provisions.

RALL's failure to challenge the Tribunal's preliminary ruling on jurisdiction by utilizing section 10(3) of the IAA and Article 16(3) of the Model Law did not preclude it from later challenging the Tribunal's jurisdiction in an application to set aside the final award. The Court was of the view that a respondent which believes that the tribunal has no jurisdiction can legitimately refuse to participate in arbitral proceedings. If the respondent does not participate and is proven to have no valid jurisdictional objection, the respondent has taken the risk of the arbitration concluding in an enforceable award against him. The Court reasoned that, if a non-participating respondent is found to have a valid objection to the tribunal's jurisdiction, its non-participation (including a failure to mount a challenge under section 10(3) of the IAA and Article 16(3) of the Model Law) should not be held against the respondent since it was never under an obligation to arbitrate to begin with.

Having found that RALL was entitled to raise jurisdictional challenges to set aside the award, the Court of Appeal considered and accepted RALL's argument that the MOU was a valid settlement agreement which extinguished the Tribunal's jurisdiction to decide AGMS' claims. Accordingly, the Tribunal's award was set aside.

Conclusion

The decision of the Court of Appeal clarifies the position on whether a non-participating party in an arbitration retains the right to challenge an award in setting aside proceedings based on jurisdictional objections that it could have raised at an earlier stage of the arbitration.

It is now clear that a successful claimant in the arbitration would still be susceptible to such a setting aside application on jurisdictional grounds even if the respondent had chosen not to avail itself of the opportunity to challenge the tribunal's preliminary ruling on jurisdiction under section 10(3) of the IAA and Article 16(3) of the Model Law, provided that the respondent did not participate at all in the arbitration.

In reaching this conclusion, the Court of Appeal affirmed the fundamental principle that a party's obligation to arbitrate must be founded on a valid arbitration agreement and that this principle would not be displaced by the pursuit of savings in time and costs. The narrow ruling of this case suggests that the result might be different where a respondent does participate in an arbitration but chooses not to challenge a tribunal's preliminary ruling on jurisdiction under section 10(3) of the IAA and Article 16(3) of the IAA. In that situation, the respondent may be precluded from subsequently relying on jurisdictional objections to set aside an award after the arbitration has

concluded.

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