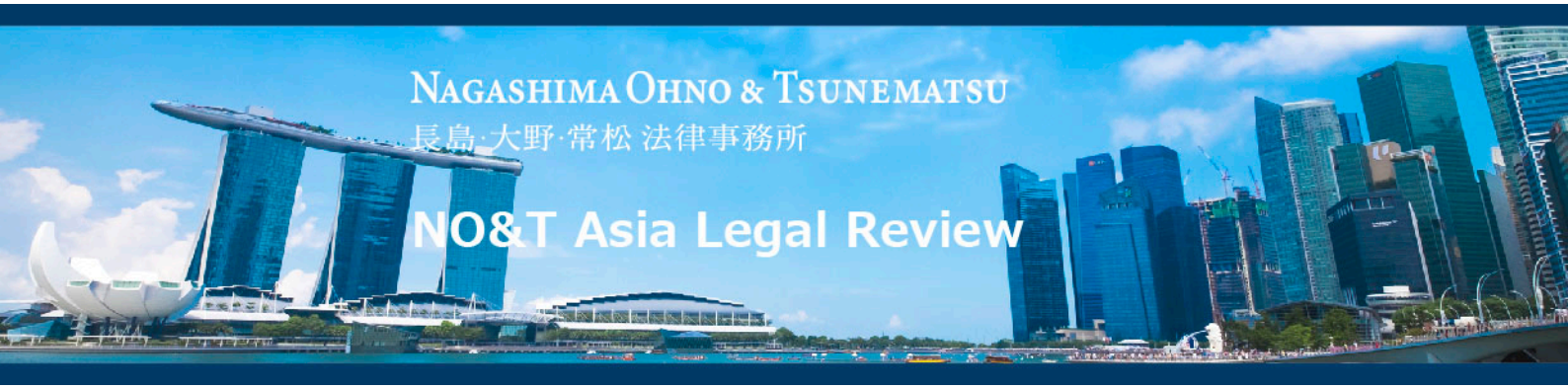

November, 2020 No.29

This issue covers the following topics:

India

NEW LABOUR CODES INTRODUCED

インドでは近年労働関連法令の統合作業が進められてきた。2019 年には第一弾として「賃金に関する法律」がインド議会で可決され、「社会保障に関する法律」、「労使関係に関する法律」及び「労働安全、健康及び労働条件に関する法律」が 2020 年 9 月 28 日に大統領により承認され、これら 4 つの法律により既存の 25 の法令が置き換えられることになった。そこで本稿では、本年成立した 3 つの法律について概説する。

Background

In its effort to streamline the myriad labour laws in the country, India has decided to unify its labour laws into four primary laws (the "**Labour Codes**"). In 2019, the first of these Labour Codes, the Code on Wages was passed by the Parliament of India (*please refer to our September 2019 newsletter for more details*). The COVID-19 situation has given a thrust to legislative reforms and the remaining three codes, Code on Social Security ("**SS Code**"), Industrial Relations Code ("**IR Code**") and Occupation Safety, Health and Working Conditions Code ("**OSHW Code**") have received the President's assent on 28 September 2020. The Labour Codes will become effective from the date notified in the Official Gazette and may come into effect in parts on different dates.

The SS Code, IR Code and OSHW Code will collectively subsume and replace twenty-five extant legislations, notable among these are the Employee State Insurance Act, Employees Provident Fund and Miscellaneous Provisions Act, Maternity Benefit Act, Payment of Gratuity Act, Industrial Disputes Act, Factories Act and the Contract Labour (Abolition and Regulation) Act.

Key Provisions of the SS Code

1. *Definition of 'Social Security':* The SS Code introduces a new definition of 'social security' which includes measures of protection afforded to (i) employees, (ii) gig workers, and (iii) unorganised workers and (iv) platform workers to: (A) ensure access to healthcare; and (B) provide income security particularly in cases of old age, unemployment, sickness, invalidity, work injury, maternity or loss of a breadwinner. In order to extend the reach of the SS Code to all categories of workers, the SS Code has explicitly laid down the definitions of contract labour, employees, fixed-term employees, gig workers, platform workers, home-based workers, migrant workers, self-employed workers and unorganized workers and set out provisions applicable to each category.

2. *Definition of Wages:* At present, there are 12 different definitions of 'wages' in various labour laws. This has not only resulted in ambiguity in interpretation but has also generated a plethora of litigation cases. To address this, the definition of 'wages' has been made consistent across the four Labour Codes which includes all remuneration by way of salary, allowances and other components expressed in monetary terms or which are capable of being so expressed. The definition lists down the specific items which would not constitute 'wages' – this includes bonus, overtime pay, pension or provident fund contributions or certain allowances such as conveyance and house rent allowance.

3. *Chapter on Provident Fund:* The provident fund and pension scheme will apply to all establishments employing 20 or more employees. Establishments not statutorily covered, can also opt for voluntary coverage, upon agreement between employers and employees. Both the employer and employee are required to make a matching contribution at the rate of 10% of the employee's wages (12% in case of establishments notified by the Central Government), to a provident fund established by the Central Government for this purpose.

4. *Chapter on Employee State Insurance (ESI):* The ESI Scheme will apply to establishments employing 10 or more employees. The rate of contribution would be prescribed by the Central Government. If the employer fails to pay ESI contributions, the ESI Corporation may pay the benefits to the employee and recover it from the employer the capitalized value of the benefit, including the including the contribution amount, interest and damages.

5. *Chapter on Gratuity:* The chapter on gratuity would be applicable to every shop or establishment employing 10 or more employees in the preceding 12 months. The threshold period for payment of gratuity will be a continuous working period of 5 years. However, fixed-term employees (i.e. employed for a fixed duration) will be entitled to pro-rated gratuity based on the term of their contract. There is no change in the calculation for payment from the extant provisions in the Payment of Gratuity Act.

6. *Chapter on Maternity Benefits*: The chapter on maternity benefits would be applicable to every shop or establishment employing 10 or more employees in the preceding 12 months. In addition to paid maternity leave of 26 weeks, every woman is entitled to medical bonus of up to INR 3,500 (if pre-natal confinement and post-natal care is not provided by employer).

7. *Unorganised Sector*: The SS Code makes an attempt at bringing within its fold the unorganized sector of the economy and providing social security to categories of workers who fall outside the regular employer-employee framework. The SS Code allows the Central Government to launch schemes for gig and platform workers on matters relating to (i) life and disability cover, (ii) accident insurance (iii) health and maternity benefits, (iv) old age protection, (v) creche, and (vi) other benefits as determined by the Central Government. The SS Code envisages setting up of the Gig and Platform Workers' Social Security Fund, to provide social security and welfare benefits to the gig and platform workers.

Key Provisions of the IR Code

1. *Definition of 'Worker' :* Under the IR Code, a worker has been defined to mean 'any person employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and includes working journalists'. Additionally, the salary limit for exemption of supervisors from the ambit of 'workers' has been increased from INR 10,000 per month to INR 18,000 per month.

2. *Definition of 'Industry':* The term 'Industry' has been given a broader definition, including within its scope all systematic activities carried on by co-operation between employers and workers. Notable exclusions are charitable organizations, sovereign functions of the government, domestic service and other activities that may be notified by the Central Government.

3. *Prior permission for closure of establishments:* Prior permission of the appropriate government before closure, lay-off, or retrenchment is now required only by industrial establishments with at least 300 workers, instead of 100 workers.

4. *Dispute Resolution:* All disputes under the IR Code can only be heard and resolved by Industrial Tribunals or arbitrators, unlike the multiple and overlapping dispute resolution forums in place at the moment.

Key Provisions of the OSHW Code

1. *Applicability of OSHW Code:* The OSH Code will apply to all establishments where 10 or more workers are employed. This would also bring within its fold commercial establishments. The threshold for a premises to be considered as a factory under the OSHW Code has been increased from the existing 10 or more to 20 or more workers, if manufacturing process is undertaken with the aid of power; and from 20 or more to 40 or more workers, if manufacturing process is undertaken without the aid of power. All establishments and factories are required to obtain registration within 60 days of the Code coming into effect. Failure to obtain registration will disbar an employer from employing any employee in the establishment.

2. *Duties of Employers:* The OSHW Code formalizes the duties of employers and inter alia requires an employer to issue a written letter of appointment to every employee. In addition, every employer would be required to mandatorily comply with the prescribed safety and health regulations.

3. *Hours of Work and other Conditions:* The OSHW Code requires the appropriate Government to prescribe daily working hours, intervals of rest and spread over, such that the maximum daily hours do not exceed 8, and also to prescribe the total number of hours of overtime. The OSHW Code also provides the employer to fix the weekly off for its workers so long as they are not made to work continuously for more than 6 days. In contrast to the extant regulations, the OSHW Code allows women to be employed in any establishment for any work before 6 a.m. and after 7 p.m., subject to consent being obtained of the woman, and compliance with additional safeguards relating to their safety, holidays, working hours, etc., as prescribed by the appropriate Government.

4. *Closure of Establishments:* In case of closure, the OSHW Code requires a post-facto intimation of closure of the establishment to be electronically provided within 30 days of the closure, accompanied with a certification that all dues to workers employed in the establishment have been paid.

Enforcement

The Labour Codes provide for appointment of 'Inspectors-cum-Facilitators' who will play a dual role of inspecting as well as facilitating compliance by providing information to employers and employees. The Inspector-cum-Facilitator must first give the employer an opportunity to cure the non-compliance within a stipulated period, and only on failure to do so, prosecution would be initiated. Generally speaking, the penalties under each of the Labour Codes have been raised significantly from those contained in the existing laws and regulations.

Conclusion

The introduction of the long overdue Labour Codes is a key milestone achieved by the Indian government on its journey to codify, rationalize and consolidate labour laws and promote ease of doing business in India. One of the key roles that the Labour Codes serve is removal of multiplicity of definitions and authorities while at the same time retaining the basic concepts of employee welfare and benefits and in fact extending benefits to the unorganized sector which forms the major chunk of the labour force in India. Organisations in India must take note of these new provisions and align their HR policies to ensure compliance with the Labour Codes.

[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.

Indonesia

OMNIBUS LAW: AMENDMENT TO EMPLOYMENT LAW

インドネシアでは、2020 年 11 月 2 日、雇用創出に関する法律（通称オムニバス法）が制定され即日施行された。同法は、その名称の通り国内の雇用の拡大を目指した法律であるが、実質的にはインドネシアの投資環境を改善し、さらに外国からの投資を呼び込むことを企図するものである。同法によって既存の 78 の法令が改正されているが、本稿ではそのなかでも重要性の高い雇用関連法制の改正に絞って概説する。

Introduction

After a long wait, the Government of Republic of Indonesia finally issued the Law No. 11 of 2020 dated 2 November 2020 on Job Creation, which is publicly known as the "**Omnibus Law**". Despite of the protest from public due to the lack of socialization and some issues during its making process, the Parliament and President had approved the content and officially promulgated this Omnibus Law. The Omnibus Law is effective immediately at the date of its promulgation, namely on 2 November 2020.

The Omnibus Law was first announced by President Joko Widodo in his speech on the inauguration day for the second term of his administration. The main purpose of the Omnibus Law is to attract investment into Indonesia and in turn to create jobs for people. The law amends 78 existing laws and introduces new provisions which are considered to be more favorable for investors. Through the enactment of the Omnibus Law the government expects, among others (i) simplification and centralization of licensing procedure, (ii) abolition of existing laws and regulations that are less favorable for investment or contradict with other regulations, and (iii) harmonization between existing laws and their implementing regulations.

This articles set out our analysis on the amendment to the Employment Law under the Omnibus Law.

Changes to Employment Law

The amendment of Law No. 13 of 2003 on Employment ("**Employment Law**") under the Omnibus Law is the sector most observed by various stakeholders. During the period between the approval from the Parliament and ratification by the President, massive protest from labor groups were organized to reject the amendment of Employment Law which is deemed to weaken the position of employees. The labor groups believe that the amendment tends to be favorable for employers and consequently the employees are less protected. The key amendments are highlighted below:

Hiring Foreign Employees

The Omnibus Law synchronizes the requirements to hire foreign employees that have been regulated under the Regulation of Minister of Manpower No. 10 of 2018 on the Procedures of Utilization of Foreign Employees ("**RMM 10/2018**"). According to the Omnibus Law, in order to hire foreign employees, Indonesian companies need to apply for the Foreign Employees Utilization Plan / *Rencana Penggunaan Tenaga Kerja Asing* ("**RPTKA**") to the Ministry of Manpower. This specific license was not mentioned in the Employment Law.

Furthermore, the Omnibus Law provides exemptions for certain positions that do not require RPTKA, namely:

a. Directors or commissioners who are also acting as the shareholders of Indonesian companies;

b. Diplomatic or consular staff working in the foreign embassy or foreign national representative office;

c. Foreigners who are employed for a production activity that arises due to an emergency situation;

d. Foreigners who are employed in a vocational activity;

e. Foreigners who are employed to work in technology-based start-up companies;

f. Foreigners on a business visit; and

g. Foreigners who are employed in a research activity for certain period.

For the exemption (a), it has been regulated under the RMM 10/2018, while exemption (b) was regulated under the Employment Law. Exemptions (c) to (g) are newly introduced under the Omnibus Law. Specifically for item (e), the government is trying to support the development of Indonesian start-up companies. The government expects start-ups to create jobs for young people as conventional companies may have certain inflexibility in hiring inexperienced employees.

Contract Employees

Under the Employment Law, the maximum contract period is 2 years and can be extended once for a maximum period of 1 year. Upon the lapse of 30 days after the expiry of extended period, the employers may renew the contract once for maximum 2 years. The Omnibus Law states that the period and type of works that can be assigned for contract employees will be further regulated under the Government Regulation as the implementing regulation.

Since the relevant provisions under the Employment Law have been amended and the implementing regulation of Omnibus Law is yet to be issued, there may be various interpretation with regard to the maximum contract period. The most conservative approach is to follow the provisions under the Employment Law.

Furthermore, the Omnibus Law regulates that the contract employees shall be given monetary compensation upon the expiry of contract, while this requirement was not stated in the Employment Law. The employees who have been working as contract employees for long time shall benefit from the monetary compensation based on the working period. The amount of monetary calculation will be further regulated under the Government Regulation.

Minimum Wages and Overtime Work

The Omnibus Law abolishes the possibility of minimum wage that is determined based on industry sector, which was regulated under the Employment Law. Under the Omnibus Law, the Governor will determine the minimum wage for the relevant province, and upon certain condition, the Government is also permitted to determine the minimum wage for cities or regencies in such province.

In terms of overtime work, the Omnibus Law increases the maximum overtime work to be 4 hours per day and maximum 18 hours per week. Previously, the Employment Law regulated that the maximum overtime work was 3 hours per day and 14 hours per week.

Termination of Employment and Severance Payment

The process of termination of employment under the Omnibus Law is almost similar to the procedure that was provided under the Employment Law. According to the Omnibus Law, should the employer wish to terminate the employment of an employee, it needs to inform the reason of termination of employment. The obligation to inform the reason of termination was not regulated under the Employment Law although in practice it is common for the employers to inform the reason of termination.

If the employee refuses to accept such termination, then bipartite negotiation must be conducted. In this case, the employer will enter into negotiation with the employee and/or labor union. If the negotiation does not achieve the settlement, the termination of employment may only be conducted upon the approval from Industrial Relation Court. This procedure is similar to that provided under the Employment Law.

With respect to severance payment, the Employment Law regulates that there are 3 components of severance payment, namely severance payment, service pay, and compensation. These 3 components must be paid by the employers based on the working period of the relevant employees. The Omnibus Law regulates the same provision that the severance payment consists of these 3 components, however in the event of termination the employer is required to pay the severance payment and/or service pay and compensation. Based on this, the employer may choose to pay, either (i) severance payment, service pay, and compensation, (ii) severance payment and compensation,

or (iii) service pay and compensation.

The amount of severance payment and service pay are exactly similar to those which have been regulated under the Employment Law. That being said, the Omnibus Law abolishes the concept of "double severance payment" that was provided for under the Employment Law. For example: According to the Employment Law, in the event of acquisition, the employee is allowed to resign and the employer needs to pay the severance payment which consists of 1- time severance payment, 1-time service pay, and compensation. However, if the employer wishes to terminate the employment, the relevant employee is entitled for 2-time severance payment, 1-time service pay, and compensation. This "double severance payment" no longer exists under the Omnibus Law.

Lastly, for compensation, the Employment Law regulated that the component shall consist of (i) annual leaves that have not expired and not have taken, (ii) costs and expenses for transporting the employee and his/her family back to the point of hire, (iii) compensation for housing allowance, medical, and health care that is determined at 15% of the severance payment received by the employees, and (iv) other compensations that are regulated under employment contract, company regulation, and/or collective labor agreement. The Omnibus Law abolishes the component (iii), hence now only component (i), (ii), and (iv) are applicable for the calculation of compensation.

Termination due to Corporate Action

Under the Employment Law, one of the grounds of termination of employment is due to corporate action, which consists of change of status, merger, consolidation and change of ownership. The Omnibus Law amends such provision so that the corporate action that can be the ground of termination shall include merger, consolidation, takeover and spin-off.

The Omnibus Law introduces two new terminologies, namely takeover and spin-off, however no definition of these terms has been provided. While the final interpretation should be given by the relevant authority, we are of the view that these terminologies refer to the provisions under the Law No. 40 of 2007 on Limited Liability Companies.

The Omnibus Law abolishes the change of status as the ground of termination, hence (i) the change of form of entity, (ii) change of status of company from domestic company to become foreign direct investment company, or (iii) change of status of company from private company to become public company, are not the grounds of termination.

New Program of Social Security (Additional)

In addition to the amendment of Employment Law, the Omnibus Law also amends the Social Security Law to include unemployment security. Previously, the employment social security consisted of four programs, namely (i) old age security, (ii) pension security, (iii) work incident security, and (iv) death security, which are paid through a contribution from both employee and employer based on the monthly salary. With the introduction of unemployment security program, it is expected that the employer and employee need to pay more for social security. The amount of percentage and other detail regulation will be further implemented in the Government Regulation.

Conclusion

As one of the sectors that gets most public attention, the Government has endeavored to balance the interest of both employees and employers in the Omnibus Law. In its original draft, the amendment of Employment Law was deemed to be more favorable for the employers, however due to huge protests from the public, to the Government has amended some provisions and made them more favorable for employees – which we can see them in this version of the Omnibus Law.

While the Government is confident that the Omnibus Law is the right answer to foreign investment issues in Indonesia, whether or not the number of investments will increase is to be examined. In addition, we do not see that the objective of Omnibus Law to simplify the regulations is achieved because more detailed information will be further regulated under the implementing regulations. With the large volume of Omnibus Law, it is difficult to anticipate how many implementing regulations will be issued and whether they will set out further cumbersome processes. The implementing regulations will have to be monitored and examined to ensure appropriate implementation by existing and new companies in Indonesia.

[Author]

Ichsan Montang (Nagashima Ohno & Tsunematsu Singapore LLP)
ichsan_montang@noandt.com
Ichsan Montang is an Indonesian qualified attorney in the Singapore Office. He graduated from the University of Indonesia with Cum Laude predicate and obtained his LL.M degree in Erasmus University Rotterdam, the Netherlands. Prior to joining NO&T, Ichsan worked at one of the most prominent law firms in Indonesia and experienced in handling both domestic and international clients. He focuses his practice on mergers and acquisitions, foreign direct investment, general corporate matters, TMT, and real estate business.

Malaysia

MALAYSIA'S TEMPORARY MEASURES FOR REDUCING THE IMPACT OF CORONAVIRUS DISEASE 2019 (COVID-19) ACT 2020

マレーシアでは、2020 年 10 月 23 日に新型コロナウイルスの影響を軽減するための暫定措置法が施行された。同法は COVID-19 パンデミックの影響を受けた個人や企業を救済する目的で制定された 2 年間の時限立法であり、契約上の義務履行の猶予や時効期間の延長といった救済措置が定められている。

Introduction

The Malaysia's Temporary Measures for Reducing the Impact of Coronavirus Disease 2019 (COVID-19) Act 2020 ("**COVID Act**") came into force on October 23rd, 2020. The COVID Act would be in force for two (2) years from October 23rd, 2020, or in accordance with the date or duration in the relevant parts of the COVID Act. Essentially, Part II of the COVID Act provides temporary relief measures in relation to any inability to perform certain contractual obligations, while Part III to XVII provide for modifications and amendments to certain statutes.

The key temporary reliefs proposed under the COVID Act are as follows:

Key Temporary Reliefs

1. Relief for Inability to Perform Contractual Obligations

Section 7 of the COVID Act provides that if any party is unable to perform any contractual obligation ("**Defaulting Party**") under contracts specified therein due to the measures prescribed, made or taken under the Prevention and Control of Infectious Diseases Act 1988 ("**PCID Act**"), the non-defaulting parties to the contract ("**ND Party**") cannot exercise their rights under the contract. The specified categories of contracts are, among others:

a. Construction work contract or construction consultancy contract and any other contract related to the supply of construction material, equipment or workers in connection with a construction contact;

b. Performance bond or equivalent that is granted to a construction contract or supply contract;

c. Professional services contract;

d. Lease or tenancy of non-residential immovable property; or

e. Event contract for the provision of any venue, accommodation, amenity, transport, entertainment, catering or other goods or services including, for any business meeting, incentive travel, conference, exhibition, sales event, concert, show, wedding, party or other social gathering or sporting event, for the participants, attendees, guests, patrons or spectators of such gathering or event.

In a nutshell, a ND Party is not entitled to exercise its rights under the abovementioned contracts subject to the following:

a. There must be an **inability** to perform a contractual obligation by the Defaulting Party;

b. The contractual obligation must arise from a contract that is within the **categories of contracts** specified above;

c. The **inability** to perform must be **caused** by the measures prescribed, made or taken under the PCID Act.

The Minister may however, amend the list of specified contracts by order published in the *Gazette*. The COVID Act further provides that notwithstanding Section 7, any contract terminated, any deposit or performance bond forfeited, any damages received, any legal proceedings, arbitration or mediation commenced, any judgment or award granted and any execution carried out during the period commencing from March 18th, 2020 until the date of the coming into force of the COVID Act, shall be deemed to have been validly terminated, forfeited, received, commenced, granted or carried out.

2. Mediation is not a Requirement

Unlike other jurisdictions, Section 9 provides that **any dispute** arising from any disability to perform any contractual obligation in an exempted contract, **may** be settled by way of mediation. Essentially this is a **voluntary** mediation process, which requires the parties in dispute to agree to go for mediation.

If the parties do go for mediation, upon conclusion of such mediation and the reaching of an agreement by the parties, the parties are then required to enter into a written settlement agreement which will be authenticated by the mediator and be binding on the parties.

3. Extension of Limitation Period

Part III of the COVID Act seeks to extend the limitation periods for bringing an action to December 31st, 2020, if the expiry of the limitation periods in Section 6 of the Limitation Act 1953 falls between March 18th, 2020 and August 31st, 2020 ("**Said Period**"). Section 6 of the Limitation Act 1953 stipulates the limitation periods for, among others, actions of contract, tort and enforcement of awards. Thus, if the limitation period for any cause of actions for example, a breach of contract, expires during the Said Period, the aggrieved party may still commence action in court for the said breach until December 31st, 2020.

4. Increase in the Threshold for a Bankruptcy Petition

Section 20 of the COVID Act prohibits a creditor or creditors from presenting a bankruptcy petition against a debtor under Section 2o or 5 of the Insolvency Act 1967, unless the debt owing by the debtor to the petitioning creditor, or if two or more creditors join the petition, the aggregate amount of debts owing to the several petitioning creditors, amounts to RM100,000. This is an increase from the current threshold of RM50,000 and it shall be operative from the date of the coming into force of the COVID Act up to August 31st, 2021.

5. Alternative Arrangement for Statutory Meeting

Section 59 of the COVID Act empowers any Minister with the responsibility of any Act to publish an order providing for alternative meeting arrangements where the Minister is of the opinion that during period between 18 March 2020 and 9 June 2020:

a. It was not possible to convene, hold or conduct any statutory meeting in the manner provided in the Act; and

b. This was due to the measures prescribed, made or taken under the PCID Act.

However, prior to the making of such order, if any statutory meeting is convened, held or conducted in a manner that does not correspond with the relevant Act, it shall still be deemed valid.

Conclusion

While the COVID Act should have been introduced way sooner and may not be as robust as those compared to other jurisdictions such as Singapore, the introduction of such law is still a step in the right direction to mitigate the effect of COVID-19 on businesses in Malaysia. It is anticipated that further amendments may be required in the future as various other issues and effects of COVID-19 becomes more apparent.

[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.

[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.

www.noandt.com

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

Nagashima Ohno & Tsunematsu is the first integrated full-service law firm in Japan and one of the foremost providers of international and commercial legal services based in Tokyo. The firm's overseas network includes offices in New York, Singapore, Bangkok, Ho Chi Minh City, Hanoi and Shanghai, an associated local law firm in Beijing where our lawyers are on-site, and collaborative relationships with prominent local law firms throughout Asia and other regions. The approximately 500 lawyers of the firm, including about 40 experienced foreign attorneys from various jurisdictions, work together in customized teams to provide clients with the expertise and experience specifically required for each client matter.

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

For more details on our overseas practice

If you would like the convenience of receiving future editions of the NO&T Asia Legal Review by email direct to your Inbox, please fill out our newsletter registration form at the following link: https://www.noandt.com/en/publications/newsletter/asia.html
Should you have any questions about this newsletter, please contact us at asia-legal-review@noandt.com.
Please note that other information related to our firm may be also sent to the email address provided by you when subscribing to the NO&T Asia Legal Review.