



## **BARRY WONG**

**Associate**

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## **BIOGRAPHY**

Barry is an Associate in the Hong Kong SAR office. He is experienced in construction and engineering claims and disputes in Asia, particularly in infrastructure and real estate development projects. He also has experience in complex international arbitration as well as commercial litigation in all levels of the Courts of the HKSAR. His practice covers various technical construction issues, including claims relating to EOT, loss and expense, delay and disruption, variations, defects, design, change in scope of work and LADs. Barry also works closely with the Real Estate team in non-contentious, transactional construction work. He regularly assists developers, contractors and sub-contractors in all stages of the project development life-cycle, with a focus in the Asia real estate, hospitality and projects sectors.

Prior to joining BCLP, Barry worked in a major U.S. law firm. He is a member of the Society of Construction Law and has published in the Hong Kong Lawyer. He is fluent in English, Mandarin

and Cantonese. Barry has contributed to Emden's Construction Law Hong Kong, Chapter III: Public Procurement.

## **SPOKEN LANGUAGES**

- Chinese (Cantonese)
- English
- Chinese (Mandarin)

## **ADMISSIONS**

- Hong Kong

## **RELATED PRACTICE AREAS**

- Commercial Construction & Engineering
- Litigation & Dispute Resolution
- Construction Disputes
- Real Estate
- International Arbitration
- Infrastructure

## **EXPERIENCE**

- Advising a Hong Kong SAR statutory body on a cultural and recreational district project in respect of potential claims against the design consultant.
- Representing an international specialist sub-contractor (headquartered in Switzerland) in connection with claims against the main contractor in a high-rise commercial complex project in Phnom Penh, Cambodia (ICC arbitration seated in Singapore).
- Representing a Hong Kong SAR listed construction company (headquartered in Hong Kong SAR) in a dispute with its JV partner in acting as main contractor for the construction of a large-scale integrated resort and casino in Macau (UNCITRAL arbitration seated in Macau).

- Representing a foundations and excavation contractor (headquartered in Germany) in relation to claims against the main contractor on a large infrastructure project in Hong Kong SAR (HKIAC domestic arbitration seated in Hong Kong SAR).
- Representing an international design, architecture and engineering consultancy services firm (headquartered in the UK) in disputes involving the Hong Kong Government, the main contractor, and specialist sub-contractor, regarding a large-scale cross-border infrastructure project located in Hong Kong SAR (HKIAC arbitration seated in Hong Kong SAR).
- Representing the specialist electrical sub-contractor (owned by a Hong Kong SAR listed construction company) in disputes with its electrical sub-contractor, and in disputes with the main contractor (two separate HKIAC domestic arbitrations seated in Hong Kong SAR), in a luxury hotel casino resort project in Macau.
- Representing an international commercial and industrial property group (headquartered in Australia) in connection with claims against the main contractor regarding the construction of the client's flagship development project in Hong Kong SAR as part its regional expansion within the Asia market.
- Representing a major Hong Kong SAR listed property developer (headquartered in Hong Kong SAR) in various commercial property tenancy disputes with its tenants.
- Assisting one of the largest investor-owned utilities provider in Asia regarding legal advice and internal/external investigations regarding an incident which affected the supply of utilities to the public.

## RELATED INSIGHTS

Insights

Jan 07, 2021

### **Hong Kong court refuses to uphold an arbitral award for enforcement on grounds of excess of authority and denial of a fair hearing**

In *X v Y* (HCCT 62/2018) [2020] HKCFI 2782 (Date of Decision: 5 November 2020), the Hong Kong Court of First Instance (the Court) set aside an order to enforce an arbitration award on the basis (i) that the tribunal's findings were beyond the scope of the arbitration clause and the parties submission to arbitration, and (ii) that the respondent in the arbitration had not been given a reasonable opportunity to present its case and to meet the case of the claimant in the arbitration. In her judgment, Mimmie Chan J explained the principles for determining the proper scope of the tribunal's jurisdiction where a dispute involves a series of connected agreements that are subject to different dispute resolution clauses. The court also provided guidance on how arbitrators should proceed if they are impressed by a point that had never been explored or advanced by either side in evidence or submissions.

Insights

Dec 08, 2020

## **Hong Kong sees the first disqualification order under its Competition Ordinance**

Under the Competition Ordinance, the Hong Kong Competition Tribunal (“Tribunal”) may, on application by the Competition Commission (“Commission”), impose a disqualification order prohibiting a person from being a director, liquidator or provisional liquidator of a company, a receiver or manager of a company’s property, or taking part in the promotion, formation or management of a company. The disqualification order may be for a maximum period of 5 years (ss 101-103). This is one of many orders, remedies and penalties the Tribunal is empowered to make in respect of competition law contraventions in Hong Kong. In *Competition Commission v Fungs E&M Engineering Company Limited & others* [2020] HKCT 9, the Tribunal issued its first disqualification order since the new statutory competition regime came into effect. The Tribunal also discussed the principles, guidelines and factors for determining the le...

Insights

Sep 29, 2020

## **Enforcing an arbitration award: don’t mislead the court!!**

In *1955 Capital Fund I GP LLC & another v Global Industrial Investment Limited* [2020] HKCFI 956, the court set aside an ex parte order for the enforcement of an arbitral award on the grounds of material non-disclosure by the applicants. This decision is a reminder to parties that they should ensure compliance with the enforcement procedures under the Arbitration Ordinance, and make full and frank disclosure of all material facts where the enforcement application is made on an ex parte basis.

Insights

Sep 22, 2020

## **Competition Tribunal adopts the Carecraft procedure for settlements in competition law cases**

In *Competition Commission v Kam Kwong Engineering Company Ltd & others* [2020] HKCT 3, the Competition Tribunal (the “Tribunal”) adopted the Carecraft procedure for disposing of enforcement proceedings against respondents who admit liability for contravention of competition rules under the Competition Ordinance (Cap. 619) (the “Ordinance”).

Insights

Aug 21, 2020

## **Impact of arbitration clauses on insolvency proceedings: a retreat from the Lasmos Approach?**

Recent Hong Kong cases have highlighted varying approaches regarding the impact of arbitration clauses on insolvency proceedings, in particular, on the Court’s discretion to make a winding-up order where a debt is disputed. Recent judgments have varied between the so-called Traditional Approach which requires the company-debtor to show a genuine dispute on substantial grounds and the Lasmos Approach which requires the company only to commence arbitration in a timely manner.

Insights

Aug 06, 2020

## **HK and Macao put in place and activate their Arrangement for Mutual Service of Judicial Documents in Civil and Commercial Cases**

The Hong Kong-Macao Arrangement for Mutual Service of Judicial Documents in Civil and Commercial Cases (the Arrangement) came into force on 1 August 2020. The Arrangement provides a formal mechanism governing service in Macao of any process in connection with civil and commercial proceedings in a court or tribunal in Hong Kong, and vice versa. This Q&A outlines some of the key features of the Arrangement.

Insights

Jul 29, 2020

## **Electronic filing of court documents in HK – Court Proceedings (Electronic Technology) Bill**

Insights

Mar 09, 2020

## **Arbitrability of Antitrust Disputes in PRC and Hong Kong SAR**

What should you do when an antitrust dispute arises between the parties and your contract is governed by PRC law or Hong Kong law? Can you resolve the dispute by arbitration? If your contract is governed by PRC law, as suggested by a recent Supreme People's Court case on the arbitrability of an antitrust dispute, the answer is probably no. Whereas if your contract is governed by Hong Kong law, the answer is a firm "no" under the Competition Ordinance, at least if the dispute relates to a statutory claim for compensation under the HK legislation.