



## 黄瀚霆

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## BIOGRAPHY

黄律师是本所香港办公室律师，专门从事亚洲（特别是基础设施和房地产开发项目中的）建设工程诉讼与争议业务。他具有复杂国际仲裁以及香港特别行政区各级法院法庭案件的经验。他的执业领域涵盖各类建筑法律问题，包括延期索赔、损失和支出、误工和中断、变更、缺陷、设计、工作范围变更和违约赔偿。

尽管黄律师属于商业争议解决团队，同时，他也在交易建设工程中，与房地产团队密切合作、处理大量非诉业务。他经常在项目开发周期的各个阶段，向开发商、承包商和分包商提供协助，主要侧重于亚洲房地产、酒店和项目领域。

黄律师是香港建筑法学会会员，在《香港律师》上发表过文章。他可以流利使用英语、汉语普通话和粤语。

## **SPOKEN LANGUAGES**

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

## **ADMISSIONS**

- England and Wales
- Hong Kong

## **RELATED CAPABILITIES**

- 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

Apr 03, 2025

### AI in IA

Ask a trained lawyer what an “LLM” is, and what first will come to mind may be a “Master of Laws”; ask a tech-savvy teenager what an “LLM” is, and they most probably will answer “large language model”. The former may not be a prerequisite to becoming a qualified lawyer, but knowledge of the latter likely will be crucial for legal practitioners in the coming years. LLMs / Generative AI are on the rise. OpenAI ChatGPT. Microsoft Copilot. Anthropic Claude. Meta AI Llama. Perplexity. Google Gemini. xAI Grok. Quora Poe. DeepSeek. And bespoke legal AI tools, of course, also are on the rise. Harvey. Thomson Reuters CoCounsel. LexisNexis Lexis+ AI. Just to name a few. It is timely that the Chartered Institute of Arbitrators (Ciarb) has launched the Ciarb Guideline on the Use of AI in Arbitration (2025) (the “Ciarb AI Guideline”). Issued by the leading arbitration certification organisation in the world, the Ciarb AI Guideline provi...

Insights

Mar 07, 2025

## **“Dividing Line” in Public Policy – Insolvency and Arbitration**

A creditor commences winding-up proceedings against a debtor company on the basis that the company is insolvent. The petition debt relates to a dispute within the ambit of the arbitration agreement between the creditor and the debtor. Should the Court either:- Uphold the parties’ agreement to arbitrate (and stay / dismiss the winding-up); or Allow the creditor to continue to pursue the debt in winding-up proceedings? In our previous article on the topic in August 2020, we discussed Lasmos approach and the inter-relationship between arbitration and insolvency proceedings through the cases of: (1) the HKCFI case Lasmos (Lasmos Limited v Southwest Pacific Bauxite (HK) Limited [2018] HKCFI 426), (2) the English CA case Salford Estates(Salford Estates (No 2) Ltd v Altomart Ltd (No 2) [2015] Ch 589), (3) the two HK CA cases But Ka Chon (But Ka Chon v Interactive Brokers LLC [2019] HKCA 873) and Sit Kwong Lam (...)

Insights

Sep 24, 2024

### **HK Court rejects “Arbitral Confidentiality” Argument in Parallel Court and Arbitration Proceedings**

In Beijing Songxianghu Architectural Decoration Engineering Co., Ltd v Kitty Kam [2024] HKCFI 1657 (date of reasons for decision: 19 June 2024), the Hong Kong Court of First Instance (“the Court”) dismissed an application for a confidentiality order – made on the basis of confidentiality protected in the arbitration under the Arbitration Ordinance (Cap 609) – to effectively render the Court proceedings and all information relating to a set of related arbitration proceedings confidential (“Confidentiality Application”). The Court rejected the Defendant’s argument that arbitral confidentiality was being undermined by the Plaintiff’s decision to commence both an arbitration and allegedly “parallel proceedings” in Court, which “effectively left open a loophole that allow the Plaintiff to breach its confidentiality obligations through the backdoor at its wishes”. This case highlights that arbitral confidentiality is not absolute, and m...

Insights

Sep 02, 2024

### **HK Court Overrules Arbitrator’s Decision regarding Compatibility of Arbitration Agreements**

In SYL v GIF [2024] HKCFI 1324 (date of judgment: 20 May 2024), the Hong Kong Court of First Instance (“the Court”) set aside an Interim Award made by the arbitral tribunal (“Tribunal”) in an HKIAC-administered arbitration. The award related to an unsuccessful jurisdictional challenge made before the Tribunal. A single arbitration was commenced in relation to three separate but related contracts. The Court was required to analyse the meaning and effect of “mutatis mutandis” in a Loan Agreement context / relationship, where two related Security Deeds provided that the dispute resolution provision in the Loan Agreement applied “mutatis mutandis”. The Court agreed with the plaintiff on both of what had been labelled by the parties as (i) the “Compatibility Ground” (that the arbitration agreements in the three contracts are incompatible with one another), and (ii) the “Agreement Ground” (that the composition ...

Insights

Jul 10, 2024

### **HK Court overrules arbitrator’s decision in jurisdictional challenge**

In AAA, BBB, CCC v DDD (HCCT 39/2023) [2024] HKCFI 513 (date of decision: 16 February 2024), the Hong Kong Court of First Instance (“the Court”) provides much welcomed guidance on the situation where there is a group of related contracts and two or more of those contracts have different dispute resolution clauses – a situation which the Court recognised as “not infrequently arises in commercial disputes today”. The Court overruled an HKIAC Tribunal’s decision that the arbitration clause in a Loan Agreement did confer jurisdiction on the Tribunal formed

under it to determine related disputes arising out of a Promissory Note – a related but separate contract which has its own arbitration agreement. In his judgment, Deputy High Court Judge Reyes SC explained the proper approach to conflicting dispute resolution clause situations, through discussion of three “paradigm situations”, namely (1) t...

Insights

Jul 08, 2024

## **HK Court dismissed application to set aside arbitration award**

In CNG v G & G (HCCT 29/2023) [2024] HKCFI 575 (date of reasons for decision: 27 February 2024), the Hong Kong Court of First Instance (“the Court”) dismissed an application to set aside an arbitration award, reiterating important principles regarding challenges to arbitration awards and/or enforcement of arbitration awards. The judgment began with the remark that: “[t]his is a typical example of a party which has agreed to submit its contractual disputes to the final and binding determination of an arbitral tribunal, but being aggrieved when the tribunal makes an award against it, makes all attempts to find loopholes and problems in the award”. The Court gave a timely reminder to legal professionals – that the Court can only look to and trust legal professionals to carry out their duties to the Court, and to act responsibly when advising their clients on whether an award can be “properly challenged”, and that “length...

Insights

Jun 25, 2024

## **Changes in the payment and adjudication processes regarding variations and time-related disputes**

In May 2024, the Hong Kong Government introduced the Construction Industry Security of Payment Bill (Bill) to the Legislative Council for first reading. If the Bill is passed into law, the Bill will introduce a statutory security of payment regime for both public sector and private sector construction contracts in Hong Kong. This is the second article in a series of two articles. In the earlier article, we compared the clauses in the Bill against the public works contracts pilot programme security of payment provisions (Pilot Provisions) promulgated by the Development Bureau (DevB) in its Technical Circular (Works) No.6/2021 (Circular) for the contractual regime, and considered the key development, changes and differences. In this article, we will take a deeper look at the changes made in the Bill concerning the treatment of variation claims and time-related disputes in the payment process and the adjudication process.

Insights

Jun 24, 2024

## **Key developments and changes in comparison with the existing contractual security of payment regime**

In May 2024, the Hong Kong Government introduced the Construction Industry Security of Payment Bill (Bill) to the Legislative Council for first reading. If the Bill is passed into law, the Bill will introduce a statutory security of payment regime for both public sector and private sector construction contracts in Hong Kong. Currently, a contractual security of payment regime is in place for public sector construction contracts only. In this article, we will compare the clauses in the Bill against the public works contracts pilot programme security of payment provisions (Pilot Provisions) promulgated by the Development Bureau (DevB) for the contractual regime, and consider the key development, changes and differences. This is the first article in a series of two articles. In the next article, we will take a deeper look at the change of two features in the payment process and the adjudication process relating to variation claims a...

## **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.