



黄瀚霆

Associate

Hong Kong SAR

律师，商业争议解决

E: barry.wong@bclplaw.com

T: [+852 3143 8419](tel:+85231438419)

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

- 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

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.