

## RECOVERY, RESTRUCTURING & RESCHEDULING FOR ISLAMIC FINANCE FACILITIES

26<sup>th</sup> - 27<sup>th</sup> August 2019, Kuala Lumpur

The Islamic finance industry faces the same fundamental challenges and risks as that of conventional finance, including whether or not clients can fulfil their repayment obligations and when. However, recovery under Islamic finance principles is a significantly more sensitive undertaking and Islamic banks have to be very careful about how they approach the recovery process. Given the lack of precedent in such cases, effective documentation and a clear understanding of Shariah principles and other regulations is essential.

This intensive two-day program will provide delegates with a clear understanding of the key regulatory and Shariah issues surrounding the recovery of Islamic facilities as well as crucial legal, procedural and documentation issues to consider when defaults or problems occur. Real-life case studies will be used to examine important precedents and to develop delegates' understandings of the application of these principles.

### KEY LEARNING OUTCOMES

- o Identify the common mistakes & pitfalls in legal documentation
- o Recognize dispute resolution options in the case of Islamic financial products
- o Evaluate Ibra, Tawidh & Gharamah concepts and its practical aspects
- o Formulate restructuring and rescheduling methods for Islamic banking facilities
- o Assess recovery, restructuring and rescheduling methods of Sukuk
- o Analyze the enforceability of Shariah non-compliance contracts in Malaysia

# AGENDA

## Day One

### 0900 – 1030: Revisiting the Basics of Islamic Finance

- Dos and don'ts
- Fundamental difference between conventional loan and Islamic finance
- Discussion on different types of Shariah contracts
- Common mistakes & pitfalls in legal documentation

### 1030 – 1100: Tea Break

### 1100 – 1230: Islamic Finance in Contemporary Practice

- Common types of collateral
- Underlying Shariah principles regarding collateral
- Governing laws for Islamic finance in Malaysia
- Brief discussion on disputes resolution in Malaysia

### 1230 – 1400: Lunch

### 1400 – 1530: Reference to Shariah Advisory Council

- The law and practice
- Case Study

### 1530 – 1600: Tea Break

### 1600 – 1700: Cause of Action

- Pleading it correctly
- Case study

### 1700: End of Day One

## Day Two

### 0900 – 1030: Ibra, Tawidh & Gharamah

- Shariah concept
- Practical aspects
- Case study

### 1030 – 1100: Tea Break

### 1100 – 1230: Restructuring and Rescheduling Islamic Banking Facilities

- Shariah requirements
- Practical aspects
- Case study

### 1230 – 1400: Lunch

### 1400 – 1530: Recovery, Restructuring and Rescheduling of Sukuk

- Practical aspects
- Case study

### 1530 – 1600: Tea Break

### 1600 – 1700: Enforceability of Shariah Non-compliance Contracts in Malaysia

### 1700: End of Day Two

*The course will include significant coverage of the implications of the legal case between Kuwait Finance House (KFH) (Malaysia) and JRI Resources, which led to the Federal Court of Malaysia, in an unprecedented move, delivering a five-against-four decision that the findings of Bank Negara Malaysia's Shariah Advisory Council (SAC) are binding on civil courts.*

## Who Should Attend?

This course is relevant to personnel in the relevant functions of:

- Retail, commercial and SME Islamic banking
- Credit administration & credit recovery
- Credit control & collections
- Accounts receivable
- Operations
- Compliance
- General counsel

## SPEAKER



**Dr Mohd Johan Lee**  
**Managing Partner**  
*J Lee & Associates*

Johan is the managing partner of J. Lee & Associates, a medium-size award-winning legal firm in Malaysia. The firm is now a member of Primerus law, an international legal chambers group consisting of finest law firms worldwide. Primerus law is one of the top three biggest legal firm groups in the world.

He graduated with LLB (Hons) degree from International Islamic University Malaysia. He also holds a Master of Comparative Laws degree, a post-graduate Diploma in Shariah and Legal Practice both of which from International Islamic University Malaysia, an MA in Economics for Competition Law from King's College London and a Ph.D in Business and Commercial Law from Monash University Australia. He is currently a qualified member of the Chartered Institute of Arbitrators, UK as well as a mediator of the Malaysian Bar. He is an advocate and solicitor of the High Court of Malaya, the Shairah Court and the Supreme Court of Brunei.

He lectures part-time in a few local law schools (namely IIUM for the LLM, Unisza and UM for the LLB programmes) and in the IIBF of IIUM for the MSc.in Islamic Banking programme. He also occasionally conducts in-house trainings to various Islamic banking institutions worldwide, governmental and semi-governmental institutions. He has lectured and provided training in the Institute Latihan Kehakiman (ILKAP) as well as Jabatan Kehakiman Syariah Malaysia (JKSM) for both civil courts and Shariah courts judges concerning Islamic banking. He has also trained the officers from BNM, and all local banks and few other central banks throughout the world on Islamic Banking. In 2006, he was a visiting scholar to the Asian Law Centre of the University of Washington. He is currently a shariah consultant to few governmental agencies as well as few government-funded banks. Besides, he was a member of the Board of Studies of the Institute of Islamic Banking and Finance, International Islamic University Malaysia for the 2010-2012 tenure. He was also a member of the Board of Studies of the Faculty of Law of University Malaya for the 2015-2017 tenure. He was in the syllabus endorsement committee in for the INCEIF, and the CIMA. He is recently accredited as a senior trainer of the IBFIM and a trainer of the Associations of Shariah Advisors (ASAS), Malaysian Institute of Accountants (MIA) and the Institute of Internal Auditors Malaysia (IIA). He was the committee of the law reform committee established by the Attorney General office. He has recently been awarded the prestigious award of Islamic Finance Expert by LEGALS FINEST International.

He has authored few text books and reference books and written few articles on Islamic banking published globally notably:

- 1) Legal Documentation for Islamic Banking, IBFIM, Kuala Lumpur, 2014,
- 2) IFSA 2013: Commentaries on Islamic Banking and Finance, CLJ Publication, Kuala Lumpur, 2015,
- 3) Islamic Finance: Recovery, Rescheduling, and Restructuring of Islamic Banking Facilities, LexisNexis, Kuala Lumpur, 2016,
- 4) Islamic Finance: Shariah Theories, Principles, Practice, and Legal Documentation in Malaysia, Lexis Nexis, Kuala Lumpur, 2017,
- 5) IFSA 2013 and FSA 2013: New Regulation Regime in Malaysia for Islamic Finance, in, Adnan Trakic (eds), Islamic Banking and Finance, CLJ Publication, 2nd ed, Kuala Lumpur, 2015,
- 6) Muamalat, in, Ballini Pathmanathan (ed) Bullen & Leaks & Jacob's Malaysian Precedents of Pleading, Thomson Reuters, August, 2017,
- 7) Muamalat (a full volume), in, Malaysian Precedents & Forms, Lexis Nexis, Kuala Lumpur (2018),
- 8) Annotated Statute: Financial Services Act 2013, Lexis Nexis, Kuala Lumpur (upcoming),
- 9) Annotated Statute: Islamic Financial Services Act 2013, Lexis Nexis, Kuala Lumpur (upcoming),
- 10) Atkin's Court Forms Malaysia: Islamic Banking, Lexis Nexis, Kuala Lumpur (Upcoming),
- 11) Islamic Trade Finance, IBFIM, Kuala Lumpur (Upcoming),
- 12) Islamic Finance: Recovery, Rescheduling, and Restructuring of Islamic Banking Facilities, LexisNexis, Kuala Lumpur, (2<sup>nd</sup> ed) 2019,

He is now a member of the Shariah Advisory Council (SAC) of the Association of Islamic Banks Malaysia (AIBIM). Also, he is a consultant to few law firms and practices in Malaysia, Brunei, Singapore, Indonesia and the UK. He has drafted and developed numerous Islamic banking legal documents and products in Malaysia and overseas. He is a director of the IIUM Shariah Advisory Services Sdn. Bhd.



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## BOOKING DETAILS

I am booking:	Price per Delegate	Total Price	Early Bird (10% Discount)
<input type="checkbox"/> 1 delegate	RM3,000	<b>RM3,000</b>	RM2,700
<input type="checkbox"/> 2 delegates (5% Discount)	RM2,850	<b>RM5,700</b>	RM5,130
<input type="checkbox"/> 3 delegates (15% Discount)	RM2,550	<b>RM7,650</b>	RM6,885
<input type="checkbox"/> 4 delegates (20% Discount)	RM2,400	<b>RM9,600</b>	RM8,640
<input type="checkbox"/> 5 delegates (30% Discount)	RM2,100	<b>RM10,500</b>	RM9,450

\* Further attractive packages are available for groups of more than five. Please contact us directly.

**Online training option:** I would like to also enrol for the online course, **Shariah Risk & Governance Framework for Islamic Financial Institutions** for the special price of RM200 per user. Please tick here

### Available Discounts

**Early Bird:** Registrations received on or before 26<sup>th</sup> July 2019, will receive a 10% discount. No discount shall be given to registrations received after this cut-off date.

**Discount for Active Subscribers of Islamic Finance news:** If the delegate is a current IFN subscriber, he/she shall receive a flat 10% discount from the normal fee. Please tick here

**Loyalty Program:** 25% discount on other seminars attended within a 6-month period and non-transferrable. Please tick here

## DELEGATE DETAILS

Name	Job Title	Email address	Telephone
1 _____	/ _____	/ _____	/ _____
2 _____	/ _____	/ _____	/ _____
3 _____	/ _____	/ _____	/ _____
4 _____	/ _____	/ _____	/ _____
5 _____	/ _____	/ _____	/ _____

## WHO TO INVOICE AND CONTACT?

Please tell us who we should invoice. It is also helpful for us to have the name of an administrator with whom we can liaise directly.

Contact person for invoicing: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Original Invoice for Courier: YES  / NO   
Contact person to send administration details: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Payment can be made by cheque or bank transfer. A notification will be sent to you once payment has been received.

I wish to pay by: Cheque/bankers draft  Telegraphic transfer  Credit Card

## APPROVING MANAGER

To process your registration we require the name and signature of a manager who is authorized by your organization to approve training expenditure.

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_  
Organization name: \_\_\_\_\_ Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Authorizing signature \_\_\_\_\_ (mandatory)

Yes, I have read and understood the booking and cancellation policy below.

## SEND US YOUR REGISTRATION!

By email: [seminars@redmoneygroup.com](mailto:seminars@redmoneygroup.com) By fax: +603 2162 7810

You may also book online at <http://www.REDmoneyevents.com>

Please call us on: +603 2162 7800 or +603 2162 7802 if you require assistance.

Our address is: REDmoney, Suite 22-06, 22<sup>nd</sup> Floor, Menara Tan & Tan, 207, Jalan Tun Razak, 50400 Kuala Lumpur

### Booking, Payment and Cancellation Policy – important, please read carefully

By completing, signing and sending us this registration form you are confirming delegate places on the seminar. You are also confirming your understanding of our Booking, Payment and Cancellation Policy.

**Cancellation:** If delegates cannot attend the seminar replacement participants are always welcome. Otherwise delegates must request in writing (letter, fax or email) to cancel registration/s or transfer to a different seminar at least 21 days before the seminar start date to be eligible for a refund, less a 5% administration fee. Delegates who cancel within 21 days of the seminar start date, or who do not attend, are liable to pay the full seminar fee and no refunds will be given. Instead fees will be converted to a IFN Seminars voucher equivalent to the original fee, less a 15% administration charge. This voucher is transferable within your organization and must be redeemed within one year of issue or become void. If a seminar is postponed for whatever reason delegate bookings will be automatically transferred to the new seminar date. Delegates who wish to transfer to a different seminar will be subject to the same terms as above and charged the difference in seminar fees. No refunds or seminar vouchers will be issued for a no-show.

**Payment Terms:** All seminars fees are to be received within 14 days of invoice date. REDmoney shall receive the full seminar fee with no deductions of any description. All telegraphic transfer fees, taxes and levies (domestic or otherwise) shall be borne by the sponsoring organization.

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Seminar Venue: Full details of the venue will be sent to you upon registration.

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