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A Comparative Overview

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INTRODUCTION



As business and commerce becomes increasingly cross-border in nature, it is important for businesses to have knowledge of restructuring and insolvency regimes of foreign jurisdictions. This is particularly relevant in the Southeast Asia region, given the close connection and links amongst the Southeast Asian states.

In this publication, we take a broad look at the key areas of interest in the restructuring and insolvency regimes across the region. The comparative overview covers various differences and similarities in the respective restructuring and insolvency frameworks in these jurisdictions.

Rajah & Tann Asia, as a regional network of law firms, has an established presence across Southeast Asia. Our regional offices have the requisite restructuring and insolvency expertise to assist with your queries and restructuring and insolvency needs across these jurisdictions.

This publication is up to date as of September 2020.

PART I – Cambodia, Myanmar, Laos, Philippines and Vietnam

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
Rehabilitation and Restructuring Regime	<ul style="list-style-type: none"> • A plan of compromise can be proposed by the debtor, the administrator or a creditor (court administration). • A plan of compromise needs to be submitted to the Court no more than seven days before the first creditors' meeting. • Creditors vote on a plan of compromise at the creditors' meeting after an insolvency proceeding is open. • A plan of compromise can only be implemented if 	<ul style="list-style-type: none"> • Upon the Court accepting the petition or request for adjudication and declaration of bankruptcy, the debtor may apply for Court sanctioned mediation. Mediation is kept confidential. • The Asset Supervision Committee or a creditor representing ¼ of the total debt may call a creditor's meeting. The creditor's meeting shall consider and, if approved, propose to the Court the rehabilitation plan for consideration. 	<ul style="list-style-type: none"> • Rehabilitation process can be initiated (i) voluntarily by the company; (ii) by a secured creditor who holds security over all or majority of the property of the company; and (iii) by an order of the Court. 	<ul style="list-style-type: none"> • Court-supervised voluntary rehabilitation (court administration). • Court-supervised involuntary rehabilitation (court administration). • Pre-negotiated rehabilitation (court administration). • Informal restructuring rehabilitation plan (debtor in possession). 	<ul style="list-style-type: none"> • Court-convened Creditors' Meeting (court administration).

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
	adopted by the creditors.				
Eligible Companies	<ul style="list-style-type: none"> All debtors with the exception of regulated entities under the Law on Banking, Law on Non-Governmental Securities, and Law on Insurance, unless there is a provision under any of these laws allowing for it. 	<ul style="list-style-type: none"> All enterprises which are insolvent, and which are located or conduct business in the Lao People’s Democratic Republic, regardless of whether their activities are conducted by themselves or by representative(s). 	<ul style="list-style-type: none"> All companies incorporated in Myanmar. 	<ul style="list-style-type: none"> Sole proprietorships registered with the Department of Trade and Industry (DTI), partnerships registered with the Securities and Exchange Commission (SEC), and corporations organized and existing under Philippine law. <ul style="list-style-type: none"> Banks, insurance companies, pre-need companies and national and local government agencies or units are not covered Government financial institutions other than banks and government-owned or-controlled corporations are covered unless 	<ul style="list-style-type: none"> Enterprises and cooperatives based in the territory of Vietnam

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
				their charters provide otherwise	
Scope of Moratorium	<ul style="list-style-type: none"> A stay is imposed by the Court once the insolvency proceeding is open and shall be effective from the beginning until the end of the insolvency proceeding. No action, proceedings, execution of any kind by or on behalf of any creditor may be commenced or continued against the debtor and the assets of the estate. One exception to the stay is when it is in the best interest of the estate, the administrator may allow a creditor to foreclose a security interest on an asset. 	<ul style="list-style-type: none"> The law states that the Court may impose temporary measures to protect the debtor. We understand this to include a moratorium. The Asset Supervision Committee as part of its supervision could propose to the Court to decide on the use of necessary and urgent measures on a temporary basis to protect the assets of the debtor enterprise. 	<ul style="list-style-type: none"> During the Rescue Stage of the rehabilitation process, the rehabilitation manager has a period of three months to work out a viable rehabilitation plan and present it before a meeting of the company's creditors for approval. During the aforementioned period, a moratorium is imposed on any actions or legal proceedings (including arbitration) being carried out against the company, or actions to enforce any security against the company. No step can be taken without the leave of the Court. 	<ul style="list-style-type: none"> For Court-supervised rehabilitation plans – The moratorium (i) suspends all actions or proceedings, in court or otherwise, for the enforcement of claims against the debtor; (ii) suspends all actions to enforce any judgment, attachment or other provisional remedies against the debtor; (iii) prohibits the debtor from selling, encumbering, transferring or disposing in any manner any of its properties except in the ordinary course of business; and (iv) prohibits the debtor from making any payment of its liabilities outstanding as of the commencement date 	<ul style="list-style-type: none"> Court-convened Creditors' Meeting – Includes the suspension of (i) civil execution pertaining to assets and civil cases related to the financial obligations in which the insolvent entity is a litigant, and (ii) competent authorities from handling collateral for secured debts of the insolvent entity.

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
<p>Scope of Moratorium</p>				<p>except as may be provided herein. The moratorium shall not apply to:</p> <ul style="list-style-type: none"> ○ cases pending appeal before the Supreme Court; ○ cases pending before a specialized court capable of resolving the claim more quickly, fairly and efficiently than the Court; ○ enforcement of claims against sureties and other persons liable with the debtor, and third party or accommodation mortgagors; ○ actions of customers or clients of a securities market participant to recover monies and securities entrusted to the debtor in the 	

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
<p>Scope of Moratorium</p>				<p>ordinary course of business;</p> <ul style="list-style-type: none"> ○ actions of a licensed broker or dealer to sell pledged securities of a debtor pursuant to a securities pledge or margin agreement for the settlement of securities transactions; ○ clearing and settlement of financial transactions through the facilities of a clearing agency; ○ criminal actions against the individual debtor or owner, partner, director or officer of a debtor; and ○ actions to preserve a claim against the debtor or to toll the running of the 	

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
<p>Scope of Moratorium</p>				<p>prescriptive period to file the claim.</p> <ul style="list-style-type: none"> • For pre-negotiated restructuring rehabilitation – The Court may issue a suspension or stay order upon receipt of a valid petition regarding pre-negotiated rehabilitation. • For informal restructuring rehabilitation – The debtor and creditors may agree to a standstill period of 120 days pending negotiation and finalization of the out-of-Court or informal restructuring/workout agreement or rehabilitation plan. The standstill period shall be binding on all creditors, subject to compliance with certain requirements. 	

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
Invocation of Moratorium	<ul style="list-style-type: none"> The stay is automatic upon the opening of an insolvency proceeding by the Court. 	<ul style="list-style-type: none"> The Court may, on the application of the debtor, impose temporary measures to protect the debtor. The Asset Supervision Committee, appointed by the court following a petition for bankruptcy, may propose to the Court measures to protect the assets of the debtor. 	<ul style="list-style-type: none"> The moratorium is automatic. Any action sought to be initiated against the company during the Rescue Stage of the rehabilitation process, can only be initiated with the permission of the Court. 	<ul style="list-style-type: none"> For Court-supervised rehabilitation plans and pre-negotiated restructuring rehabilitation plans – Automatic moratorium upon the Court’s determination that the petition is sufficient in form and substance. For informal restructuring rehabilitation – Subject to agreement of the standstill period among negotiating parties. The parties may request the Court’s assistance to enforce the standstill period. 	<ul style="list-style-type: none"> Automatically after five working days from Court’s acceptance of the petition to initiate bankruptcy process.
Territorial Effect of Moratorium	<ul style="list-style-type: none"> Silent. 	<ul style="list-style-type: none"> Silent. 	<ul style="list-style-type: none"> Local effect: There is no indication that the moratorium applies to actions initiated against the debtor in a foreign jurisdiction. 	<ul style="list-style-type: none"> The Model Law on Cross-Border Insolvency of the United Nations Center for International Trade and Development was adopted. Local courts may cooperate with foreign courts for purposes of information or 	<ul style="list-style-type: none"> Local effect: There is no indication that the moratorium as prescribed under Vietnam’s Law on Bankruptcy applies to actions taken against a debtor and its property in a foreign jurisdiction.

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
				assistance subject to compliance with certain conditions.	
Rescue Financing	<ul style="list-style-type: none"> Cambodian Law on Insolvency is silent on rescue financing. However, the administrator is provided with the rights to prepare and propose a plan of compromise under Article 23 of the Law on Insolvency which plan may include such proposal for consideration and adoption by the creditors. 	<ul style="list-style-type: none"> Laotian law provides for increase in capital in the company during the period of the implementation of the rehabilitation plan as proposed by the creditors meeting. The increase of capital may be done via: <ul style="list-style-type: none"> Increasing values of the shares Making a creditor a shareholder Increase in the number of shares Loans However, the law is silent as to whether priority can be accorded to such an increase in capital. 	<ul style="list-style-type: none"> The Myanmar Insolvency Law does not have any provisions that deal with rescue financing. 	<ul style="list-style-type: none"> Rehabilitation plans: No specific rescue financing provisions. Having said that, the rehabilitation plan, should provide how the debtor will be rehabilitated which may include debt forgiveness, debt rescheduling, reorganization or quasi-reorganization, dacion en pago, debt-equity conversion and sale of the business (or parts of it) as a going concern, or setting-up of a new business entity or other similar arrangements as may be necessary to restore the viability of the debtor. 	<ul style="list-style-type: none"> Vietnamese law permits the company to submit to the Court its plans to resume its operations, in which solutions for the resumption may include, among others, raising capital. Court-convened creditors' meeting will decide whether to agree to such plans. The Law on Bankruptcy does not specify the method by which capital can be raised, and it would be subject to the proposal by the company (e.g., issuance of new shares). The law is also silent as to whether priority can be accorded to an increase in capital.

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
Approval of Plan	<ul style="list-style-type: none"> • The plan of compromise is made available for review and approval by the creditors at the first creditors' meeting or any other meetings for this purpose. • Creditors are classified into groups (secured creditors, state, unsecured creditors) and shall vote in accordance with the amounts of debt owed to them. • Approval shall be provided either: <ul style="list-style-type: none"> ○ By creditors of all groups with each group of creditors having right of claim which is no less than $\frac{3}{4}$ of the right of claim of all creditors present at the meeting approving; or ○ At least by one group of creditors 	<ul style="list-style-type: none"> • Court-ordered mediation – In the event the creditors and debtor enterprise can agree on settlement, the settlement would be approved. • Creditor's meeting by Asset Supervision Committee – Creditors may resolve to rehabilitate the enterprise with a resolution at the meeting where there has been a vote of creditors representing at least 2/3 of the total debt. 	<ul style="list-style-type: none"> • The rehabilitation plan is placed before the creditors in a meeting convened by the rehabilitation manager. • The plan is deemed to be approved if a majority of creditors vote to approve the plan. The requisite majority is defined as both: <ul style="list-style-type: none"> ○ creditors the values of whose claims equal or exceed 50% of the total of claims of creditors voting at the meeting; and ○ creditors in number that equal or exceed 50% of the total number of creditors voting at the meeting. 	<ul style="list-style-type: none"> • Court-supervised rehabilitation (both voluntary and involuntary): The rehabilitation plan must be approved by all classes of creditors. The rehabilitation plan is considered approved by a class of creditors if members of a class holding more than 50% of the total claims of that class approve the plan. <ul style="list-style-type: none"> ○ The Court may confirm the rehabilitation plan, despite its rejection by the creditors, if all of the following requirements are present: (i) the plan complies with legal requirements; (ii) the rehabilitation receiver recommends the confirmation of the plan; (iii) the 	<ul style="list-style-type: none"> • Court-convened creditors' meeting – Creditors attending must represent 51% of the total unsecured debts and representatives of at least 65% of the total unsecured debts must vote to approve the plan.

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
Approval of Plan	having claims no less than ¾ of the total claims of all creditors at the meeting.			<p>shareholders, owners or partners lose at least their controlling interest as a result of the plan; and (iv) the plan will likely provide the objecting class with compensation which has a net present value greater than that which they would have received if the debtor were under liquidation.</p> <ul style="list-style-type: none"> • Pre-negotiated rehabilitation – approved by (i) debtor; (ii) creditors holding at least 2/3 of the total liabilities; (iii) creditors holding 50% of secured claims; and (iv) creditors holding 50% of unsecured claims. • Informal restructuring rehabilitation – approved by (i) debtor; 	

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
Approval of Plan				(ii) creditors holding 67% of the secured obligations; (iii) creditors holding 75% of the unsecured obligations; and (iv) creditors holding 85% of the total liabilities.	
Cram-Down	<ul style="list-style-type: none"> None. 	<ul style="list-style-type: none"> A resolution of a creditor’s meeting shall be effective when there has been a vote of creditors representing at least 2/3 of the total debt. 	<ul style="list-style-type: none"> The rehabilitation plan is binding on all unsecured creditors whether or not they were present at the creditors meeting or if they voted in favour of the plan. Secured creditors are not prevented from realising or otherwise dealing with the secured property unless the rehabilitation plan covers such secured property and the secured creditor voted in favour of the plan. 	<ul style="list-style-type: none"> Restructuring plan shall have the same legal effect as a plan approved under a Court-supervised rehabilitation. 	<ul style="list-style-type: none"> There are no cram-down procedures prescribed.

Areas	Cambodia	Laos	Myanmar	Philippines	Vietnam
Approval of Plan without Creditors' Meeting	<ul style="list-style-type: none"> Not possible. 	<ul style="list-style-type: none"> The approval of plan is contingent on a successful mediation or creditors' meeting. 	<ul style="list-style-type: none"> The approval of the plan is not possible without approval of the creditors at the creditors' meeting. 	<ul style="list-style-type: none"> For Court-supervised and pre-negotiated rehabilitation, the approval of a plan is contingent on a creditors' meeting. For informal restructuring rehabilitation plan, there is no specific requirement for a creditors' meeting. 	<ul style="list-style-type: none"> The approval of plan is contingent on approval of the same at a creditors' meeting.

PART II – Thailand, Malaysia, Indonesia and Singapore

Areas	Thailand	Malaysia	Indonesia	Singapore
Rehabilitation and Restructuring Regime	<ul style="list-style-type: none"> Reorganisation under section 90/12 of the Bankruptcy Act 1940 (as amended) (court administration). 	<ul style="list-style-type: none"> Scheme of Arrangement (debtor in possession). Corporate Voluntary Arrangements (debtor in possession). Judicial Management (court administration). Conservatorship (government administration). 	<ul style="list-style-type: none"> Legal debt moratorium or suspension of payment proceedings (“PKPU”) (joint administration). 	<ul style="list-style-type: none"> Judicial Management (judicial managers appointed). Scheme of Arrangement (debtor in possession). Scheme in Judicial Management (hybrid).
Eligible Companies	<ul style="list-style-type: none"> Reorganisation - A limited company, a public company or any juristic person as specified in the ministerial regulations. 	<ul style="list-style-type: none"> Scheme of Arrangement – Any corporation liable to be wound up under the Insolvency Act (“Act”) (s 365 of the Act). This includes foreign companies since “corporation” is defined as any body corporate formed or incorporated or existing in Malaysia or outside Malaysia and including any foreign company (s 3 of the Act). Corporate Voluntary Arrangements – Private companies incorporated under the Act except companies that are holders 	<ul style="list-style-type: none"> Indonesian companies and non-Indonesian companies having domiciled in Indonesia. If the debtor is a bank, the PKPU petition can only be filed by Bank Indonesia. If the debtor is a securities company, stock exchange, clearing and custodian institution, settlement and depository institution, the PKPU petition can only be filed by the Financial Services Authority (<i>Otoritas Jasa Keuangan</i>). 	<ul style="list-style-type: none"> Singapore companies. Foreign companies with substantial connection with Singapore. Factors showing substantial connection can include: Singapore is the centre of main interests of the company (“COMI”); business or substantial assets in Singapore; company is a registered foreign company; choice of Singapore law as governing or dispute resolution law for loan or transaction; submission to Singapore court for dispute resolution of loan or transaction.

Areas	Thailand	Malaysia	Indonesia	Singapore
Eligible Companies		<p>of licenses issued under the Financial Services Act ("FSA") and the Capital Markets and Services Act 2007 ("CMSA"). Any company that has created a charge over its assets is also ineligible (s 395 of the Act).</p> <ul style="list-style-type: none"> • Judicial Management – Companies incorporated under the Act except companies holding licenses under the FSA and holders of capital markets and securities industry licenses under the CMSA (s 403 of the Act). • Conservatorship – Corporate entities indebted to a financial institution which is a member institution under the deposit insurance scheme administered by the Malaysia Deposit Insurance Corporation. 	<ul style="list-style-type: none"> • If the debtor is an insurance company, reinsurance company, pension funds, or state-owned enterprise engaged in the sectors of public interest, the PKPU petition can only be filed by the Ministry of Finance. 	

Areas	Thailand	Malaysia	Indonesia	Singapore
Scope of Moratorium	<ul style="list-style-type: none"> Reorganisation - Moratorium or “automatic stay” preventing, for example, creditors from pursuing claims against the debtor and restricting the creditors’ right to enforce security. The automatic stay applies to both civil claims and arbitration proceedings. The civil or arbitration proceedings that have already been submitted to arbitration will be suspended. 	<ul style="list-style-type: none"> Scheme of Arrangement – On application by the company or a member or creditor of the company, the Court may grant a moratorium restraining further proceedings in any action or proceeding against the company for an initial period of not more than three months, which may be renewed for a period of up to a further nine months. In addition, the company is not permitted to dispose of any property or to acquire new property other than in the ordinary course of business. Corporate Voluntary Arrangements – Initial 28-day moratorium that commences when the Corporate Voluntary Arrangement documents are lodged with the High Court. During the moratorium, no winding up or judicial management process may be commenced, no right to enforce a security or right of re-entry may be exercised and no other proceedings, execution, distress or other 	<ul style="list-style-type: none"> PKPU – Temporary moratorium arising upon application for a suspension of payments (45 days) which may be extended to a permanent moratorium (not exceeding 270 days). The moratorium stays the rights of secured creditors to enforce their interest, stays all legal proceedings and enforcement processes and lift all attachments over the debtor and its assets. 	<ul style="list-style-type: none"> Judicial Management and Scheme of Arrangement – Moratorium against all security and quasi-security enforcement and legal proceedings, but not against the exercise of contractual rights and set-offs. Scheme of Arrangement – If debtor company obtains a moratorium, the subsidiary, holding company or ultimate holding company of debtor company may also apply for moratorium, if it plays a necessary and integral role in the scheme and its creditors will not be unfairly prejudiced.

Areas	Thailand	Malaysia	Indonesia	Singapore
<p>Scope of Moratorium</p>		<p>legal process may be commenced or continued against the company or its property.</p> <ul style="list-style-type: none"> • Judicial Management – During the period between the application being made and either a judicial management order or dismissal of the application being made, the company may not be wound up, no steps may be taken in security and quasi-security enforcement and legal proceedings. Following the granting of the order, in addition to the above, no receiver or manager shall be appointed and no steps shall be taken to transfer any share of the company or alter the status of any member for the duration of the judicial management order. • Conservatorship – Initial moratorium for 12 months which may be extended. No legal proceedings or insolvency processes of any kind can be initiated or continued, no assets may 		

Areas	Thailand	Malaysia	Indonesia	Singapore
		be repossessed, no debts can be set off and no security can be enforced.		
Invocation of Moratorium	<ul style="list-style-type: none"> Reorganisation – Automatic from the day on which the Court makes an order accepting the application for business reorganisation until the expiration of the period for implementation of the reorganisation plan, or the date on which the reorganisation plan is accomplished successfully, or the date on which the Court (i) subsequently dismisses the application for business reorganization; (ii) disposes of the case; (iii) repeals the order for the reorganization; (iv) cancels the reorganization; or (v) places the debtor under absolute receivership. 	<ul style="list-style-type: none"> Scheme of Arrangement – Not automatic. Granted on the application by company, member or creditor. Corporate Voluntary Arrangements – Automatic upon lodgement of Corporate Voluntary Arrangement documents with the High Court. Judicial Management – Automatically comes into being upon application for judicial management. Conservatorship – Automatic upon appointment of conservator. 	<ul style="list-style-type: none"> PKPU – Automatic on application for suspension of payments for duration of PKPU. 	<ul style="list-style-type: none"> Judicial Management – Automatic upon application, and automatic upon company being placed in judicial management. Scheme of Arrangement – Automatic 30-day moratorium upon application, which may be extended by the Court.
Territorial Effect of Moratorium	<ul style="list-style-type: none"> Reorganisation - The Thai Courts only exercise jurisdiction over the assets of the debtor that are situated within Thailand. 	<ul style="list-style-type: none"> Scheme of Arrangement – Local. Corporate Voluntary arrangements – Local. Judicial Management - Local. 	<ul style="list-style-type: none"> PKPU – Local. 	<ul style="list-style-type: none"> Judicial Management – generally local. Scheme of Arrangement – moratorium may restrict acts outside Singapore by persons

Areas	Thailand	Malaysia	Indonesia	Singapore
		<ul style="list-style-type: none"> • Conservatorship – Local. 		subject to jurisdiction of Singapore Court.
Rescue Financing	<ul style="list-style-type: none"> • Reorganisation – None. 	<ul style="list-style-type: none"> • Scheme of Arrangement – None. • Corporate Voluntary Arrangements – None. • Judicial Management – None. • Conservatorship – None. 	<ul style="list-style-type: none"> • PKPU – None. 	<ul style="list-style-type: none"> • Judicial Management and Scheme of Arrangement – Court may order rescue financing to be given priority over preferential and unsecured debts, or secured against assets as a subordinate, equal or superior charge against company’s assets.
Approval of Plan	<ul style="list-style-type: none"> • Reorganisation plan must be approved by: <ul style="list-style-type: none"> (1) Creditors: <ul style="list-style-type: none"> ○ Approval by each and every group of creditors by a majority of the creditors in the meeting with an amount of debts not less than 2/3 of the total debts of the creditors present and casting votes at the meeting, either in person or by proxy, or ○ Approval by at least one group of creditors by a majority of the creditors in the meeting of that 	<ul style="list-style-type: none"> • Scheme of Arrangement - Approval by 75% of the total value of creditors or class of creditors and members, or class of members present and voting at the court-convened class meeting, either in person or by proxy. • Corporate Voluntary Arrangements – Approval by a majority in excess of 50% of members and 75% in value of creditors. • Judicial Management – Approval by 75% in value of creditors whose claims have been accepted by the 	<ul style="list-style-type: none"> • PKPU – Approval by simple majority in number and at least 2/3 in value of each class of secured and unsecured creditors who attend and vote at the meeting. 	<ul style="list-style-type: none"> • Statement of proposals in Judicial Management – Approval by simple majority of creditors in number and value. • Scheme of Arrangement – Approval by 75% or more in value and 50% or more in number of creditors in each class of creditors, but the Court can vary the latter requirement.

Areas	Thailand	Malaysia	Indonesia	Singapore
Approval of Plan	<p>group of creditors with an amount of debts not less than 2/3 of that group of creditors present and casting votes at the meeting, either in person or by proxy and, upon counting the aggregate amount of debts of the creditors approving the reorganisation plan at the meeting of all groups of creditors, not less than 50% of the amount of debts of the creditors present and casting votes at the meeting; and</p> <p>(2) the Court.</p>	<p>judicial manager, present in person or by proxy.</p> <ul style="list-style-type: none"> • Conservatorship – a majority in value of the secured creditors, present and voting, either in person or by proxy or the Malaysia Deposit Insurance Corporation approves the proposal and there are no secured creditors of the affected company known to the conservator. 		
Cram-Down	<ul style="list-style-type: none"> • Despite objections, the Court is empowered to approve the reorganisation plan if the requirements under the law are met. • The reorganisation plan approved by the Court shall bind the creditors entitled to apply for the repayment of debt in the business reorganization and the creditors entitled to receive 	<ul style="list-style-type: none"> • Scheme of Arrangement – There are no cram-down procedures prescribed. • Corporate Voluntary Arrangements – There are no cram-down procedures prescribed. • Judicial Management – There are no cram-down procedures prescribed. 	<ul style="list-style-type: none"> • PKPU – The Court can order cram down if (a) the proposed composition plan has been proposed and approved based on the required voting (as above) threshold; and (b) the plan has been ratified by the Court. • Secured creditors whose claims have been verified 	<ul style="list-style-type: none"> • Statement of proposals in Judicial Management – No. • Scheme of Arrangement – Yes, Court can order cram-down where requisite approval has been given by at least one class of creditors, and there is one or more dissenting class, provided (i) the requisite approval threshold is reached for all creditors as a whole; (ii) there is

Areas	Thailand	Malaysia	Indonesia	Singapore
Cram-Down	the repayment of debt under the business reorganization.	<ul style="list-style-type: none"> • Conservatorship – There are no cram-down procedures prescribed. 	and voted against the composition plan in the creditors' meeting would not be bound by the Court-approved composition plan and will be compensated for the loan or the security value (whichever is lower).	no unfair discrimination; and (iii) scheme is fair and equitable.
Approval of Plan without Creditors' Meeting	<ul style="list-style-type: none"> • None. 	<ul style="list-style-type: none"> • Scheme of Arrangement – None. • Corporate Voluntary arrangements – None. • Judicial Management – None. • Conservatorship – Yes, but only where there are no secured creditors. 	<ul style="list-style-type: none"> • PKPU – None. 	<ul style="list-style-type: none"> • Judicial Management - Statement of proposals in Judicial Management – requires a creditors' meeting • Scheme of Arrangement – Yes, possible under a prepack scheme.

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