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SILVESTER LEGAL



TAN HON KEE

*HONOURING LEGACY,
BUILDING THE FUTURE*

WHEN A KEY EMPLOYEE POACHES CLIENTS

WHAT YOU CAN DO LEGALLY AND
STRATEGICALLY

LEGAL RISKS OF USING BOILERPLATE CLAUSES IN CONTRACTS

**ARE SHAREHOLDER DISPUTES
DERAILING YOUR BUSINESS?**

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NEWS & ANNOUNCEMENTS

DIRECTOR AKESH ABHILASH RECOGNISED IN ASIAN LEGAL BUSINESS SINGAPORE RISING STARS 2025



We are proud to announce that our Director, [Akesh Abhilash](#), has been recognised in Asian Legal Business' Singapore Rising Stars 2025. This accolade celebrates outstanding young lawyers in Singapore who have demonstrated exceptional talent, commitment, and potential in their respective fields.

Akesh's recognition is a testament to his unwavering dedication, sharp legal acumen, and relentless drive for excellence in both commercial law and alternative dispute resolution. Over the years, he has consistently delivered practical, strategic solutions while advocating passionately for clients in high-stakes matters.

We are honoured to have Akesh as part of the Silvester Legal team, and we look forward to supporting him as he continues to push boundaries, set new benchmarks, and deliver exceptional results for our clients.

[Read Official Announcement by Asian Legal Business](#)

When a Key Employee **Poaches** Clients: What You Can Do Legally and Strategically

In Singapore's fast-moving business world, losing a key employee can already shake things up. But if that person walks away with your clients too, it can quickly turn into a full-blown crisis. This situation, although stressful, isn't rare, and it raises important questions: How can your company protect itself? And what steps can you take both legally and strategically when this happens?



Understanding the Legal Framework

In Singapore, the law protects employers from client poaching mainly through contract law and the principles of fairness. Your first line of defence is usually the employment contract. A well-written contract often includes non-compete and non-solicitation clauses that stop an employee from competing with your business or approaching your clients for a certain period after they leave.

Non-compete clauses are allowed in Singapore, but they must be reasonable. The court will look at how long the restriction lasts, what area it covers, and what kind of work it stops the ex-employee from doing. These clauses should only go as far as needed to protect your company's real interests.

Non-solicitation clauses, which stop former employees from contacting your clients, are generally more acceptable to the courts. These are seen as less of a barrier to someone finding work and are more likely to be enforced if they are fair in scope and duration.

Even without these specific clauses, employees still owe a basic duty of honesty and loyalty to their employer. This includes not misusing confidential information or trade secrets, such as client lists or sensitive business data, for their own benefit.

Immediate Steps When Poaching Occurs

If you find out that a former employee is poaching your clients, it's important to act quickly and strategically. Start by collecting clear evidence of what's happening. This could include emails, messages, client feedback, or any other proof that shows the ex-employee is approaching your clients.

Once you have the evidence, the next step is usually to send a cease-and-desist letter. This formal letter tells the former employee they've breached their contract or legal duties, and demands that they stop the poaching immediately. While it may not carry legal weight on its own, it often helps to stop the behaviour and shows you're serious about taking further action if needed.

If the poaching continues or the damage is already significant, you might need to apply for an injunction through the Singapore courts. An injunction is a legal order that can stop the ex-employee from contacting your clients, giving your business protection while any legal case is ongoing.

Client Communication and Retention Strategies

Taking legal action is sometimes necessary, but keeping your clients should be just as much of a priority. Stay proactive by reaching out to affected clients quickly. Be open and honest. Let them know you are aware of the situation, that you value their business, and that you are here to support them.

This is also a good chance to remind clients why they chose you in the first place. Talk about what makes your team strong, your track record, and any services or tools you offer that others do not. Keep the focus on your value. Avoid criticising the former employee, as this could reflect poorly on you and may even hurt your case if legal proceedings follow.

If needed, consider short-term incentives to encourage clients to stay. Things like temporary discounts or added services can help reinforce loyalty. While it might reduce profits in the short term, it is often worth it to protect long-term relationships.

Strengthening Internal Measures

Experiencing client poaching often exposes weak spots in a company's internal processes and policies. Use this as a chance to improve your defences against future issues.

Review and update your employment contracts to ensure non-compete and non-solicitation clauses are strong and fit your specific business needs. Consider adding clauses that clearly state who owns client relationships and how client information can be used after employment ends.

Improve your client relationship management (CRM) systems. Make sure client information is stored centrally and accessible to the right team members. This helps prevent any one employee from "owning" client relationships.

Create thorough onboarding and exit procedures. During onboarding, clearly explain your policies about client relationships and confidential information. When employees leave, have steps in place to secure company data, transfer client accounts properly, and remind departing staff of their ongoing responsibilities.

Building a Strong Company Culture

Legal protections matter, but building a positive company culture is often the best way to prevent client poaching. When employees feel valued, engaged, and invested in the company's success, they are less likely to act against it when they leave.

Run regular training sessions that emphasise ethical business practices. Cover topics such as handling confidential information, managing client relationships, and understanding contractual responsibilities.

Encourage multiple employees to develop relationships with key clients. This approach not only improves client service but also ensures that client loyalty belongs to the company, not just to one individual.

Review your compensation and benefits packages regularly to keep them competitive. While money is not the only reason employees stay, it can significantly reduce the temptation to leave and take clients with them.

Learning from the Experience

Every case of client poaching, while difficult, offers valuable lessons. Conduct a thorough review after the incident to understand what led to it. Were there warning signs that were overlooked? Could communication with the employee or clients have been better?

Use these findings to improve your business practices. This might mean changing how you engage with clients, enhancing employee development programmes, or adjusting your company's strategic direction.

Conclusion: A Balanced Approach

Handling client poaching by a former employee requires a balanced approach that combines legal action, strategic business decisions, and a strong focus on company culture. While legal steps protect your immediate interests, the long-term solution is to build an environment where both employees and clients feel deeply connected to your company.

In Singapore's close-knit business community, the way you handle these situations affects your reputation. Managing the issue professionally and with integrity, even when faced with difficulties, can boost your standing with clients, staff, and the wider business network.

By addressing both the immediate challenge and the root causes of client poaching, companies can recover and come out stronger. In Singapore's dynamic business environment, resilience and adaptability are essential for lasting success and growth.



IN THE *SPOTLIGHT*

TAN HON KEE

**BUSINESS DEVELOPMENT DIRECTOR
OCTOGRAM PRESS PTE LTD**



HONOURING LEGACY, BUILDING THE FUTURE

From hand-glued boxes to digital print automation, Tan Hon Kee's journey is one of transformation, not just of a business, but of purpose. As the second-generation leader of Octogram Press Pte Ltd, he represents a growing number of next-gen professionals who are choosing to step into family businesses with fresh eyes, modern thinking, and a deep sense of pride in legacy.

Founded by his uncle, Steven Chua, in 1989, Octogram Press began by supplying printed and hot-stamped wedding and business cards to restaurants and hotels. What started as a humble operation with manual processes and no IT infrastructure gradually expanded into a full-fledged print and packaging company that now runs semi-automated, modular systems to meet evolving market demands.

For Hon Kee, the transition into the business wasn't a given. He began his career as an engineer in a Japanese company, specialising in cathode ray tubes (CRTs). "That experience honed my problem-solving mindset," he reflects, "and shaped how I think about operational efficiency and process improvement." It was with this mindset and a desire to learn the ropes of entrepreneurship that he joined Octogram.

BUILDING ON LEGACY WITHOUT LIVING IN ITS SHADOW

Unlike many second-generation business owners, Hon Kee didn't feel pressured to live up to his uncle's legacy. In fact, he worked closely with him from the beginning, gradually adopting and adapting the work style that built Octogram's foundation. Many employees and customers even remarked on how similar the two were in approach. Over time, he grew into his own identity, one that prioritised business development and a more customer-centric brand presence. *"No business can thrive without its customers,"* he says with conviction.

This customer-first approach drove several key transformations. Octogram diversified into packaging and print-on-demand services. It digitised and streamlined operations. One standout milestone? The relocation of the entire factory from Depot Road to Tuas, a massive move executed with zero disruption to customer orders. *"That seamless transition was a proud moment,"* he recalls. *"It reflected the strength of our planning and the team's dedication."*



THE CHALLENGES OF CHANGE

Reflecting on his leadership journey, one of the biggest challenges Hon Kee faced was bridging generational differences in mindset and approach. The shift from manual production—at a time when there was virtually no IT infrastructure—to a more modern, digitised system was no small feat. Within five years, Octogram successfully introduced computerised systems and semi-automated workflows to enhance efficiency.

Guiding the team through this transformation was equally challenging. *"Change can be daunting,"* he shares, *"but as tangible improvements began to emerge, the team gradually embraced the new direction."* Their adaptability and commitment, he says, played a crucial role in making the transition a success.



TRADITION MEETS TRANSFORMATION

Balancing innovation with heritage isn't easy in an industry like printing, where craft, machinery, and market expectations collide. But for Hon Kee, it's not a choice between the two. It's a marriage of both. *"Tradition gives us our foundation. Innovation propels us forward."*

Whether modernising processes or expanding service offerings, Octogram remains rooted in values like reliability, adaptability, and craftsmanship. From manual processes to semi-automated modular systems, the company has transformed its operations to be more agile and responsive. *"We're not just a printing provider,"* he explains. *"We're a strategic partner, helping our clients tell their brand story and grow."*

THE JOYS AND JUGGLES OF FAMILY BUSINESS

Running a family business isn't just about continuity. It's about connection. The joys, as Hon Kee shares, come from shared purpose and building something meaningful across generations. But the struggles are real too.

"Balancing personal relationships with professional decisions can be tricky," he admits. Clear roles, open communication, and mutual respect have been key.

When asked what advice he'd give to younger generations uncertain about joining their family business, he says, *"Don't join out of obligation. Do it with curiosity. Learn the roots, challenge old ways, and bring in your own perspective. That's how you grow a legacy, not just continue one."*



LOOKING AHEAD: A FUTURE-READY OCTOGRAM

The future of Octogram lies in deeper integration with clients' branding and packaging strategies. From tailored end-to-end print solutions to more agile, customer-focused services, Hon Kee envisions a business that evolves with its clients, not just for them.

"Legacy," he shares, "is about building something that endures, not just success, but values, relationships, and impact."

For Hon Kee, it's not just about leaving a mark on the company. It's about how Octogram makes people feel. That, more than ink on paper, is the imprint he hopes to leave behind.

For further information on Octogram Press's services, please visit [octogrampress.com](https://www.octogrampress.com) or contact Tan Hon Kee.

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Boilerplate

A section of standard text, especially a contract clause, inserted into legal documents, or instead increasingly

Legal Risks of Using Boilerplate Clauses in Contracts

Contracts serve as the backbone of business and real estate transactions, establishing rules and expectations for all parties while providing the cornerstone of legal certainty. To streamline the drafting process, lawyers and businesses frequently rely on “**boilerplate clauses**”—standardised contract provisions commonly reused across different agreements without modification.

Boilerplate clauses are the routine, generic terms typically found at the end of contracts that govern fundamental aspects such as governing law, dispute resolution, force majeure, amendment procedures, and confidentiality. These clauses set out the legal framework that ensures the contract operates smoothly and remains enforceable, covering issues like how notices must be delivered, what happens if part of the contract is invalid, and whether rights can be waived or assigned.

While boilerplate clauses offer undeniable convenience and promote consistency, their use without careful review or customization to the specific transaction can lead to significant legal risks—particularly in jurisdictions like Singapore, where Courts apply rigorous

interpretation to commercial contracts. Relying on generic, un-customised boilerplate provisions may result in unintended consequences, contractual ambiguities, or unfavourable dispute outcomes.

This article explores the legal risks associated with boilerplate clauses in contracts, examining why overreliance on generic language can be detrimental. It analyses the judicial approach to these provisions, highlights key clauses that often cause disputes, and offers practical guidance on mitigating associated risks through thoughtful drafting and review.

UNDERSTANDING BOILERPLATE CLAUSES

Boilerplate clauses constitute standard provisions found in almost every contract, regardless of their specific nature. These provisions are often perceived as administrative or general clauses, distinct from core commercial terms such as price, quantity, or service specifications. Legal practitioners frequently copy these clauses from precedent documents or templates and include them with minimal negotiation, assuming universal applicability. In Singapore, where contracts are governed by common law principles

supplemented by statutes like the **Contracts (Rights of Third Parties) Act, 2001** and the **Singapore International Arbitration Act, 1994**, boilerplate clauses play a critical role in defining the legal framework of an agreement.

The term “boilerplate” originates from the 19th-century printing industry, where standardised metal plates were used for repetitive text. In the legal context, boilerplate clauses serve a similar purpose: they provide consistency, save drafting time, and address routine legal matters. Common examples include:

- **Governing Law Clause:** Specifies that Singapore law governs the contract
- **Dispute Resolution Clause:** Outlines whether disputes will be resolved through arbitration, mediation, or litigation in Singapore courts
- **Force Majeure Clause:** Relieves parties from liability for events beyond their control, such as natural disasters
- **Severance Clause:** Ensures that if one provision is invalid, the rest of the contract remains enforceable

These clauses are typically viewed as generic, technical, and non-controversial. However, this perception leads to their frequent use without proper scrutiny or adaptation to the specific contract or jurisdiction.

LEGAL RISKS OF GENERIC BOILERPLATE CLAUSES

Ambiguity and Misinterpretation

One of the primary risks of using generic boilerplate clauses involves ambiguity, which can lead to misinterpretation by courts or arbitral tribunals. Generic language may not clearly address the specific circumstances of a transaction, leading to potential misunderstandings and disputes. In Singapore, courts interpret contracts based on the parties’ intention as objectively determined from the contract’s wording. When a boilerplate clause is





ambiguous, it may not accurately reflect the parties' intentions, leading to unintended obligations.

A poorly drafted boilerplate clause, such as a vague dispute resolution clause stating only "arising out of or in connection with," lacks temporal specificity and is broad enough to encompass disputes arising from pre-contractual conduct that may have led to the parties entering into the contract, thus widening the scope of the dispute resolution clause. To avoid such risks, parties must ensure clarity and specificity, tailoring clauses to the contract's context.

Inconsistency with Contractual Intent

Generic boilerplate clauses may not align with the parties' specific intentions, leading to outcomes contrary to their expectations. In *Ebony Ritz Sdn Bhd v Sumatec Resources Bhdz*, the contract contained a cumulative remedies clause stating that the rights and remedies provided in the agreement were cumulative and not exclusive of any other rights or remedies available by law. This clause allowed the buyer (Ebony Ritz) to claim remedies outside the specific contractual remedies listed in the agreement; thus, Ebony Ritz could claim for the shortfall in cash, even though this was not one of the listed contractual remedies. The court noted that the cumulative remedies clause allowed the buyer to pursue additional remedies beyond those explicitly listed in the contract, which was not the likely original intent of the parties.

In *CIFG Special Assets Capital I Ltd v Ong Puay Koon and others* and another appeal, the indemnity clause in the Convertible Bond Subscription Agreements (CBSAs) was extremely broad,

potentially covering a wide range of liabilities and extending to parties not even involved in the CBSAs. The Court of Appeal held that the broad wording of the indemnity clause could not be interpreted to override the specific allocation of risks and liabilities negotiated by the parties in other parts of the CBSAs. The court emphasised the importance of considering the context in which the clause was introduced, noting that the clause was part of a suite of agreements where risks were specifically allocated to different parties.

This highlights the importance of ensuring that boilerplate clauses are consistent with the parties' intentions and the overall structure of the contract.

Inconsistent Jurisdiction and Governing Law Clauses

A common boilerplate clause includes a provision selecting a specific jurisdiction or forum for dispute resolution. However, Singapore's status as a hub for international business and arbitration means that contracts often involve parties from different jurisdictions. Carelessly drafted jurisdiction clauses may create uncertainty about whether the clause is exclusive or non-exclusive, potentially resulting in parallel proceedings in multiple jurisdictions, which may lead to enforceability issues for judgments or arbitral awards.



In *Rappo, Tania v Accent Delight International Ltd*, the Court of Appeal addressed a dispute over the governing law and jurisdiction of subsequent transactions between the parties. The initial agreements between the parties included clear jurisdiction clauses favouring Swiss law and the courts of Geneva. Subsequent transactions were conducted based on invoices without explicitly reaffirming these clauses, leading to ambiguity. The respondents argued that each transaction was separate, while the appellants argued that the initial terms continued to apply. The Court of Appeal, applying the *Spiliada* test, found that Switzerland was a more appropriate forum for the dispute due to the governing law and personal connections, and ordered a stay of proceedings in Singapore.

Unintended Consequences in Dispute Resolution

Many contracts include jurisdiction and arbitration clauses without considering practical implications. A generic clause stating “disputes shall be resolved in Singapore courts” may not account for cross-border enforcement issues. Poorly drafted arbitration clauses (such as “any disputes shall be referred to arbitration”) may be invalid if they lack specifics on rules, seat, and appointment of arbitrators.

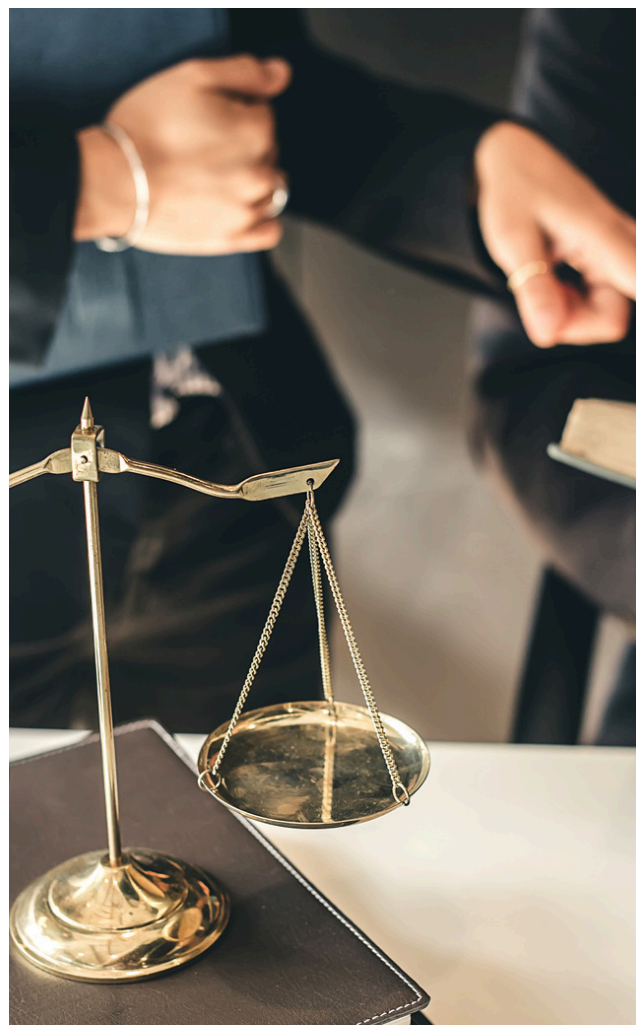
In *Insigma Technology v Alstom Technology*, the Singapore Court of Appeal upheld a hybrid arbitration clause that required disputes to be resolved “by arbitration before the SIAC in accordance with the ICC Rules,” despite initial objections from *Insigma* regarding its ambiguity and workability. Although *Insigma* first argued that the arbitration should be administered by SIAC under the ICC Rules, it later claimed the clause was void for uncertainty. The Court held that the clause was enforceable and workable, particularly because SIAC agreed to administer the arbitration using the ICC Rules.

Emphasising the importance of upholding the parties’ intention to arbitrate, the Court clarified that ambiguity alone does not render a clause invalid if a reasonable interpretation is possible. The decision also serves as a cautionary tale about the use of permissive language like “may” in arbitration clauses, which can inadvertently allow litigation, leading to delays, increased costs, and a loss of confidentiality.

Severability Clauses May Not Save Invalid Provisions

Many boilerplate contracts include severability clauses stating that if any part of the contract is invalid, the rest remains enforceable. However, in Singapore, the effectiveness of such clauses depends on whether the remaining parts of the contract can still operate independently and achieve the commercial purpose.

In *Lek Gwee Noi v Humming Flowers & Gifts Pte Ltd*, the court addressed the enforceability of non-competition and non-solicitation clauses in an employment contract.



The plaintiff, after resigning to start her own business, challenged these restrictive covenants as void. The non-compete clause barred her from operating in similar businesses across Singapore, Malaysia, and other countries where the defendant operated, while the non-solicit clause restricted her from approaching the defendant's customers for two years post-employment. The defendant claimed the clauses protected trade secrets and customer connections, but the court found them unreasonably wide. The term "relevant company" was overly broad, potentially covering unrelated businesses in the defendant's group, and the geographic scope included regions like Malaysia, where the defendant had no operations. The court ruled that the covenants were unenforceable and could not be saved through severance, as doing so would fundamentally alter the agreement. Additionally, the severance would not meet public policy requirements, as outlined by Lord Sumption, and thus the entire clauses were struck down.

BEST PRACTICES FOR SINGAPORE BUSINESSES

Contextualisation over Standardisation

Boilerplate clauses should be customised to reflect the specific context of the transaction, including the jurisdiction, industry, and nature of the agreement. Drafters should avoid the temptation to "copy-paste" and instead tailor provisions to fit the specific facts, commercial objectives, and risk allocation strategy of the particular contract. This can help avoid ambiguity and ensure that the clauses are effective in achieving their intended purpose.

Regular Review and Update

Periodically review and update standard contract templates and boilerplate clauses to reflect changes in law, industry practice, and business needs. What may have been appropriate contractual language five years ago may no longer provide adequate protection or compliance assurance.



Legal Expertise

Engage experienced legal counsel to review and draft all contracts, especially those involving significant value or complex transactions. Legal professionals can provide valuable insights into the specific legal requirements and potential pitfalls associated with boilerplate clauses. They can also ensure that clauses are drafted in a manner that is consistent with the parties' intentions and the overall structure of the contract.

Clear and Unambiguous Language

Ensure that all clauses, including boilerplate, are drafted in clear, precise, and unambiguous language. Avoid jargon where possible. Ambiguity often leads to disputes and allows courts more leeway in interpretation.

Finally, businesses should consider the long-term relationship implications of their contractual terms, ensuring that clauses promote collaboration and provide clear mechanisms for addressing disputes before they escalate to formal legal proceedings.

CONCLUSION

Singapore's emphasis on contractual certainty, commercial reasonableness, and regulatory compliance calls for a more deliberate and thoughtful approach to contract drafting. Businesses that invest in well-tailored contractual provisions, developed with proper legal guidance and reviewed regularly, will be better protected, more compliant, and more successful in their commercial dealings.

The false economy of relying on boilerplate clauses often becomes clear only when a dispute arises and parties discover that their generic provisions offer inadequate protection or clarity. At that point, the cost of obtaining legal advice at the outset seems minimal compared to the expense and disruption of resolving contentious legal issues.

In Singapore's competitive and sophisticated business environment, investing in carefully drafted contractual terms is not just advisable. It is essential for long-term commercial success.

Please note that this article does not constitute express or implied legal advice, whether in whole or in part. For more information, email us at info@silvesterlegal.com



From Young Defence Lawyer to Director

Leading with Heart in a Tough Industry

When a 25-year-old client facing months in prison walked into the courtroom, unrepresented and resigned to his fate, Siraj saw an opportunity to make a real difference. Through careful advocacy, he persuaded the Court and the Prosecution to grant probation instead—giving the young man a second chance at life, education, and work. It is moments like these that first drew Siraj to criminal defence: the ability to combine legal skill with compassion to change lives.

From those early days as a CLAS Fellow, captivated by both courtroom advocacy and the chance to give back to the community, Siraj has journeyed to become a Director at Silvester Legal, leading a team that spans commercial litigation and criminal defence. Guided by strong mentorship and a vision for excellence, he has built a practice known for tackling high-stakes cases and holding its own against the most formidable opponents.



We spoke with Siraj to hear more about his journey, the experiences that shaped him, and his vision for the Commercial Litigation–Criminal Defence team.

Can you take us back to the beginning? What drew you to become a defence lawyer in the first place?

Siraj: *As a student in law school, I was interested in oral and written advocacy and also in pro bono volunteer work which provided an opportunity for the legal profession to give back to the community. As with many students, I was also enthralled by the criminal law and the exploits of its great figures both real and fictional (David Marshall and Horace Rumpole come to mind) work of lawyers doing pro bono*

criminal work and who would regale us with their war stories. The Criminal Legal Aid Scheme (CLAS) Office started a Fellowship Programme where lawyers could work with the office full-time to do criminal legal aid cases, a role akin to a public defender. These lawyers would be allowed to run their own cases from the outset. I saw in this role an opportunity to combine my passions for court advocacy, the criminal law and pro bono work.

You've had an impressive journey—from young litigator to Director at Silvester Legal. What do you think shaped that path for you?

Siraj: *What shaped that path for me is the strong mentorship and support I received first from the CLAS Directorate in my 2 years at the CLAS office and later for the next 5 years from Mr. Walter Silvester personally once I joined Silvester Legal. They entrusted me to run high stakes litigation cases and gave me the support and guidance I needed. Walter allowed me to chart my own growth path in straddling both commercial litigation and criminal defence work and provided full support and encouragement for that pathway and continues to provide this to date. Walter's optimism that the firm and I can tackle the big cases against well-resourced opposing counsel and for the future was infectious on me and gave me more courage than I had mustered myself. 5 years ago, I would not have envisioned where I am today.*

Was there a turning point or defining case that solidified your passion for criminal defence litigation?

Siraj: *My time at the CLAS Office as a CLAS Fellow strengthened my passion for criminal defence litigation, particularly because of the tangible difference I was able to make in people's lives.*

The most memorable cases during my fellowship were those in which adult clients who had committed serious offences were given a second chance through probation, avoiding both jail time and a criminal record, and went on to make the most of that opportunity. One 25-year-old client had been convicted of money laundering and faced several months in prison, which he was prepared to serve when unrepresented. Through CLAS, I persuaded the Court and the Prosecution to grant him probation instead. He subsequently completed his studies and found work in the security industry, a path that would have been closed to him with a criminal record. Another client, a 33-year-old convicted of housebreaking and facing three months' imprisonment, was also sentenced to probation under CLAS representation. He is now in the process of applying to join a law degree programme.

What made you join Silvester Legal, and what was your vision for the Commercial Litigation – Criminal Defence team when you first came onboard?

Siraj: *The short answer is Mr Walter Silvester. After my time at CLAS, I was looking to build a mixed practice in commercial litigation and criminal defence. I met Walter in a coffeeshop, where he shared his vision and aspirations for the firm, and expressed openness to supporting my goal of developing a mixed practice. I joined the firm handling its criminal defence work while learning the ropes of commercial litigation. Today, I am proficient in both areas and am steadily realising my vision for the Commercial Litigation–Criminal Defence team: to deliver high-quality work and strong outcomes for our clients, and to be recognised in the market and the industry for excellence, capable of holding our own even against the most well-resourced opposing counsel.*

What do you think is the hardest truth about being in the legal industry that aspiring lawyers need to hear?

Siraj: *As the saying goes, "The law is a jealous mistress". Excellence in the legal profession, and in litigation in particular, demands complete and unwavering devotion from its practitioners, requiring a long and constant commitment, constant learning, and often significant sacrifices in personal life. In this context, It is better to strive for work-life harmony rather than work-life balance. Work is life and work-life harmony focuses on the fluid integration and seamless flow between work and personal life, creating a situation where both spheres support and enrich each other to promote overall well-being. Work-life balance on the other hand implies a clear mechanical separation and equal distribution of time and energy between work and personal life, often leading to unrealistic expectations and frustration if one were to seek work-life balance. There will be phases in life when work features more prominently and when personal life will feature more prominently.*

How do you manage the emotional or mental weight of litigation, especially in criminal defence work?

Siraj: *I strive to maintain a sense of proportion and stoicism, both in life and in my work. The one thing we can truly control is our emotional response to any situation. I make a conscious effort to step back, reflect, and respond rather than react. I do not make decisions in the heat of emotion, instead taking the time to consider matters carefully before making an informed, rational choice. My focus is always on doing the best for my clients, which is something within my control.*



By committing fully to their cases, I can also find peace in knowing I have done my utmost. I have had clients express gratitude even when their ideal outcome was not achieved, recognising that I had put in my best effort. At the same time, I accept that some things are beyond my control, such as the ultimate decisions of a fact-finder or how a trial may be conducted by opposing counsel.

Burnout is a reality in law—how have you personally dealt with it, and what advice would you give younger lawyers?

Siraj: *I have learned to rely more on my teammates and trust them to share both the cognitive and physical workload. The saying, "If you want to go fast, go alone; if you want to go far, go together," resonates strongly with me. The practice of law is a marathon, not a sprint, and it is inherently collaborative. Discussing legal issues and approaches with colleagues, and delegating where possible, not only lightens the load but also provides valuable learning opportunities.*

Time management and working smarter are equally important. Speak with other lawyers, whether within your firm or externally, to see if they have tackled similar challenges. Obtain relevant precedents from colleagues, and learn to use tools that help collect, organise, and present information effectively, whether for clients or legal submissions.

Equally, it is vital to find time to decompress from the rigours of work. This could involve taking up an active hobby or simply spending quality time with friends and loved ones to give yourself a cognitive break. We owe it to our clients not to work while burnt out, as fatigue negatively impacts performance and productivity. Maintaining this client-focused perspective has helped me take burnout seriously and adopt strategies to prevent it.

Your team describes you as someone who leads with heart. How would you describe your leadership style?

Siraj: *I lead by example in fostering a strong work ethic to deliver strong legal services for clients of a high standard and with empathy in providing psychological safety through mentorship for my team to operate and perform while trusting in the team's capabilities. To me, leadership involves continuous and mutual learning through constant reflection and adaptation. I lean on and learn from my team as much as I hope that I do the same for them. Ultimately, I work towards being the director or leader that I would want to work under.*

In building your team, what values do you look for in a young lawyer?

Siraj: *Commitment to building competence- I look for a young lawyer who is committed to*



building core competence in the areas in which he/she provides services and who is prepared to put in hard work to develop that capability.

Initiative & Enthusiasm – I look for a young lawyer is prepared to take charge of his/her learning and growth and ownership of his/her work and who wants to do his/her best for the client.

Integrity- I look for a young lawyer who will be honest and forthright with the team, with clients, with opposing counsel and with court and who will admit to mistakes (which will inevitably be made in litigation and take the necessary corrective action to remedy them expeditiously.

How do you balance being a mentor, a litigator, and a leader?

Siraj: *I find that these different roles are symbiotic, and excelling in one area enhances my performance in the others particularly as a Director leading a litigation team. I achieve this balance through frank and consistent two-way communication with the team.*

This involves, first, understanding the alignment between their aspirations and the work they undertake, so I can better support and facilitate that alignment, and second, inviting their thoughts and input on the legal work we handle, which allows us to learn from each other.

You've won multiple accolades along the way —what do these recognitions mean to you personally?

Siraj: *These recognitions mean the market and from industry peers have recognised the good outcomes that my team has been able to deliver for our clients. I am but a symbolic stand-in for the hard work collectively done by the team. Such recognition of our hard work, particularly those relating to trials, is gratifying and motivating to my team and I. What is also important is that we do not rest on our laurels and keep up the same commitment to excellence for our clients; for the key to excellence and in turn fulfilment in that is consistency over time. There is still much work to be done.*

What drives you today, and what keeps the passion alive even after years in the industry?

Siraj: *The sense that I am continuing to make a difference and achieving good outcomes for my clients, as well as my sense that I am improving as a litigator year-on-year, keeps me passionate about litigation even after 7 years of practice.*

What's one case, win, or moment that has stayed with you till today?

Siraj: *The most recent wins by my team that have occurred close in time over the past year have been the most memorable so far.*

One case involved a minority oppression claim against a S\$20 million joint venture company set up to operate dormitories, as well as its majority shareholder. We acted for the minority shareholder and faced a team led by a Senior Counsel. We succeeded in the minority oppression claim, with the Court ordering a buy-out of the minority shareholder's 30% stake and reversing the dilution of his shares to 15%.

The other case concerned claims of misrepresentation in a property purchase, in which we represented the Defendants. Although we lost at trial, we successfully reduced a S\$4 million damages award for misrepresentation to a nominal S\$1,000 on appeal before the Appellate Division of the High Court. The opposing counsel on the appeal was one of Singapore's Big Five law firms.



If you could speak to your 25-year-old self, what would you say?

Siraj: *That you will make more mistakes than you think but at the same time, you can learn faster and surmount more challenges that you thought yourself capable of. You will worry about things in university and the early days of your career that you will look back on and wonder why you ever worried so much.*

What advice would you give to law students or trainees who feel unsure if they're cut out for litigation?

Siraj: *You never know until you try. Give it your best effort, invest the time to build competence, and commit for at least two years. You owe it to yourself to see whether this is a career path that suits you, as this is the only way to find out for sure. I have had trainees and associates who initially felt they were not inclined towards litigation but who, after giving it a proper try, now enjoy it and wish to continue in the field. I have also seen those who tried it and chose to move into other areas of law or even outside the legal industry, knowing with certainty where their enthusiasm and aptitude truly lie. This clarity then strengthens their confidence in the next steps they take.*

Finish this sentence: "If you want to succeed in this industry, you need to..."

Siraj: *Go the distance. Excellence in this industry takes consistent effort over a long period of time and success comes with excellence.*





Quickfire Round

Best productivity hack?

Siraj: *Focus on doing one thing well at a time. This helps you remember more, accomplish more in less time, reduce stress, and work smarter rather than harder. Block out dedicated time—say two hours—for deep focus on each task, during which calls and emails are set aside.*

Favourite way to unwind after a tough case?

Siraj: *Watching an engaging documentary or spending time with friends.*

Your leadership mantra in one line?

Siraj: *Lead by example with empathy, and be the leader you would want to follow.*

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Are Shareholder Disputes *Derailling* Your Business?

Imagine building a thriving business with partners, only to find yourself caught in a web of disagreements that threaten to unravel everything for which you have worked. This scenario is all too common in the world of business, where shareholder disputes can quickly escalate from minor disagreements to major roadblocks that impede growth and success.

Shareholder disputes are more than just internal squabbles; they can have far-reaching consequences for a company's operations, reputation, and bottom line. Whether a family-owned business faces generational conflicts or a startup grapple with differing visions for the future, these disputes can create a toxic environment that stifles innovation, hampers decision-making, and drives away valuable talent and investors.

In this article, we will explore the common causes of shareholder conflicts, their potential impact on businesses, and most importantly, effective strategies for resolving these disputes and fostering a harmonious business environment.

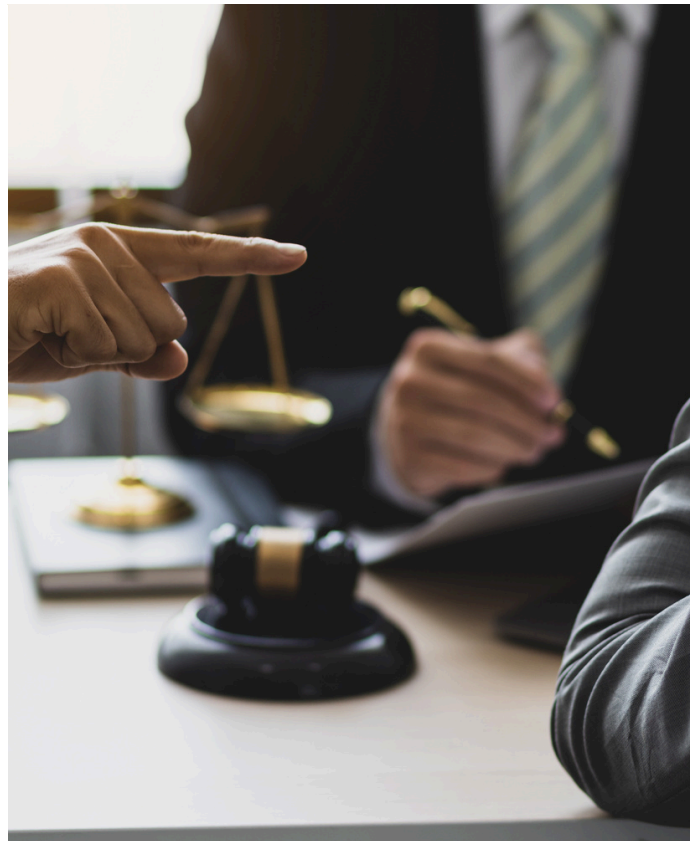


COMMON CAUSES OF SHAREHOLDER CONFLICTS

Understanding the root causes of shareholder disputes is the first step in preventing and resolving them. One of the most frequent triggers is differing visions and goals. As businesses evolve, shareholders may develop conflicting ideas about the company's direction, growth strategies, or long-term objectives. Financial disagreements are another common source of conflict, often arising over issues such as dividend distributions, executive compensation, or the allocation of resources for different projects or departments.

Power struggles can emerge when shareholders vie for control over decision-making processes or key leadership positions within the company. Lack of communication is also a significant factor, as poor communication channels or insufficient transparency in company operations can breed mistrust and misunderstandings among shareholders.

In closely held or family-owned businesses, personal relationships and dynamics can spill over into professional disagreements, creating a unique set of challenges. Breaches of shareholder agreements, where one or more shareholders fail to uphold their contractual obligations, can lead to disputes and legal challenges. Additionally, disagreements may arise when shareholders feel their contributions or value to the company are not adequately recognised or rewarded, leading to conflicts over unequal contributions or perceived value.



THE IMPACT OF SHAREHOLDER DISPUTES ON BUSINESS GROWTH

When left unresolved, shareholder disputes can have severe consequences for a company's growth and sustainability. Ongoing conflicts can lead to operational paralysis, creating deadlocks in decision-making that prevent the company from taking necessary actions or pursuing new opportunities. This paralysis often results in financial strain, with increased legal costs, potential loss of business opportunities, and decreased investor confidence.

The reputational damage caused by public knowledge of internal conflicts can harm a company's image, affecting relationships with customers, suppliers, and potential business partners. A toxic work environment caused by shareholder dis-

disputes can lead to a talent drain, resulting in the loss of valuable employees and difficulty in attracting new talent.

When energy and resources are focused on internal conflicts, companies may overlook or be unable to capitalise on market opportunities, leading to missed growth potential. Moreover, a climate of conflict can stifle creativity and risk-taking, essential elements for business innovation and growth.



EFFECTIVE STRATEGIES FOR RESOLVING SHAREHOLDER DISPUTES

Fortunately, there are several strategies and mechanisms available for resolving shareholder disputes in Singapore. The key is to address conflicts early and choose the most appropriate method based on the nature and severity of the dispute.

Open Communication and Negotiation

The first step in resolving any dispute should be open and honest communication. Encourage shareholders to express their concerns and viewpoints in a constructive manner. Sometimes, simply improving communication channels can prevent minor disagreements from escalating into major conflicts. Set ground rules for discussions to ensure respectful and productive dialogue, focus on interests rather than positions to find common ground, and consider using a neutral facilitator to guide discussions if tensions are high.

Mediation

Mediation involves bringing in a neutral third party to facilitate discussions and help shareholders reach a mutually acceptable resolution. This process is often less formal and more flexible than arbitration or litigation, allowing for creative solutions that address the underlying interests of all parties. Mediation offers several benefits, including confidentiality to protect the company's reputation, cost-effectiveness compared to litigation or arbitration, and a focus on finding win-win solutions that can help maintain business relationships.

Arbitration

Arbitration is a more formal process where an independent arbitrator or panel hears arguments from all parties and makes a binding decision. This method can be faster and less expensive than going to court while still providing a definitive resolution. When considering arbitration, it is important to choose arbitrators with relevant expertise in business and shareholder issues, ensure the arbitration agreement is clear and comprehensive to

avoid future disputes about the process itself and be prepared to accept the arbitrator's decision, as it is typically binding and difficult to appeal.

Litigation

While often seen as a last resort, litigation may be necessary in some cases, particularly when there are clear legal breaches or when other methods have failed. In Singapore, the courts have specific processes for handling shareholder disputes, including the option for simplified court procedures for certain types of conflicts. It is important to note that litigation can be time-consuming and expensive, with outcomes determined by a judge based on legal principles rather than business considerations. Additionally, court proceedings are generally public, which can impact on the company's reputation.



Buyout Agreements

In some cases, the best solution may be for one party to buy out the other's shares. This can be facilitated through pre-existing buyout agreements or negotiated as part of the dispute resolution process. When considering buyouts, ensure fair valuation of shares through independent assessments, consider the impact on the company's financial stability and operations, and address any non-compete or confidentiality concerns.

Corporate Governance Improvements

Sometimes, disputes arise due to unclear or inadequate corporate governance structures. Implementing or improving governance policies can help prevent future conflicts and provide clear mechanisms for decision-making and dispute resolution. Consider establishing clearly defined roles and responsibilities for shareholders, directors, and executives, implementing regular shareholder meetings and transparent reporting processes; and creating independent committees for sensitive issues like executive compensation.



CASE STUDIES: LESSONS FROM SUCCESSFUL DISPUTE RESOLUTIONS

To illustrate the effectiveness of these strategies, let us look at two anonymised case studies from Singapore.

In the first case, a second-generation family business faced a crisis when siblings disagreed over the company's future direction and leadership succession. The dispute threatened to tear apart both the business and the family. The resolution approach involved engaging a professional mediator specialising in family business conflicts, holding a series of structured discussions to address both business and personal concerns, and developing a clear succession plan and governance structure that balanced family interests with professional management. The outcome was positive, with the mediation process helping the family find common ground and implement a phased leadership transition. The business successfully expanded under new management while maintaining family ownership and values.

The second case involved a promising tech startup that faced gridlock when its co-founders clashed over product development priorities and funding strategies, leading to operational delays and investor concerns. The resolution approach here was to initiate a voluntary arbitration process with a panel of three arbitrators with relevant industry and legal expertise. Each co-founder presented their vision and concerns, and the arbitrators provided a binding decision on company direction and a framework for future decision-making. As a result, the arbitration decision provided clear guidance, allowing the company to move forward with a unified strategy. The co-founders learnt to collaborate more effectively, and the company secured its next round of funding.

CONCLUSION: FOSTERING A CULTURE OF COLLABORATION

Shareholder disputes can be challenging, but they need not spell the end for your business. By identifying the common causes of conflict, recognising their impact, and applying effective resolution strategies, you can navigate turbulent situations and emerge stronger.

To maintain shareholder harmony, keep communication open and maintain transparency in every business dealing. Put in place clear governance structures and decision-making processes. Tackle disagreements early, before they escalate into major disputes. Use alternative dispute resolution methods, such as mediation or arbitration, before considering litigation. Always seek professional legal advice to understand your rights and options as a shareholder.

The aim is not only to resolve current disputes but also to create an environment where collaboration flourishes, and future conflicts are less likely to arise. Foster a culture of mutual respect, clear communication, and a shared vision among shareholders, and you will build a resilient business ready to face challenges and seize opportunities for growth.

When navigating the complexities of shareholder relationships, turn to Silvester Legal LLC for tailored legal advice. With the right guidance and strategy, you can transform potential conflicts into opportunities that strengthen your business and secure long-term success.

Please note that this article does not constitute express or implied legal advice, whether in whole or in part. For more information, email us at info@silvesterlegal.com





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