Pejabat Pendaftar Mahkamah Tinggi Sabah & Sarawak
Kompleks Mahkamah Kuching,
Jalan Gersik, 93050 Petra Jaya,
Kuching, Sarawak.

Tele/on 082-311373
Kawat REGCOURT
No. Faks 082-311575

Ruj. Tuan: (6q)dlm. JUD/134 / Jld. 5

Ruj. Kami:

Tarikh: 11 Oktobber, 2013

Hakim Mahkamah Sesyen,
Sabah dan Sarawak.

Timbalan Pendaftar,
Mahkamah Tinggi Sabah dan Sarawak.

Majistret,
Sabah dan Sarawak.

Tuan/Puan,

PEKELILINGPENDAFTARBIL 8 TAHUN 2013

GA RISPANDUAN PENGGUNAAN KEMUDAHAN PERSIDANGAN VIDEO DI MAHKAMAH-MAHKAMAH SABAH DAN SARAWAK

Dengan segala hormatnya saya merujuk perkara tersebut di atas.

2. Seperti mana yang tuan/puan sedia maklum kemudahan persidangan video (PV) telah lama digunapakai di mahkamah-mahkamah Sabah dan Sarawak. Waiau bagaimanapun disebabkan tiada sebarang garispanduan yang dikeluarkan, maka terdapat pelbagai cara pengurusan penggunaan kemudahan ini yang berbeza dari satu mahkamah ke satu mahkamah.

3. Sehubungan itu dan untuk tujuan penyeragaman tuan/puan dikehendaki mematuhi garispanduan berikut dalam mengendailkan penggunaan kemudahan persidangan video:

a. Penggunaan persidangan video semasa pendengaran kes / permohonan akan cuma dibolehkan hanya sekiranya pihak-pihak dalam kes berkenaan bersetuju untuk menggunakan kemudahan ini.

b. Kemudahan persidangan video ini akan cuma digunakan sekiranya YA Hakim/Pegawai Kehakiman berkenaan memberi keizinan untuk menjalankan pendengaran kes/permohonan tersebut secara persidangan video.

...2/-

c. Semua mahkamah yang mempunyai kemudahan persidangan video hendaklah melantik seorang kakitangan yang bertanggungjawab untuk menyelaras permohonan dan penggunaan kemudahan ini di mahkamah masing-masing

d. Kakitangan ini hendaklah menyelenggara satu buku daftar yang mengandungi kes peguam yang hadir, nama YA Hakim/pegawai kehakiman yang mendengar kes/permohonan, masa dan tempoh penggunaan kemudahan ini.

e. Mana-mana pihak yang ingin menggunakan kemudahan persidangan video 1n1 hendaklah mengemukakan permohonan mereka dengan mengisi borang seperti di lampiran Adan menghantarnya ke mahkamah di mana YA Hakim/Pegawai Kehakiman, melalui jurubahasa yang berkenaan, yang mendengar kes/permohonan tersebut berada.

f. Jurubahasa berkenaan perlu menyemak status kes tersebut di dalam CMS dan akan seterusnya membawa pemohonan tersebut untuk mendapat kelulusan YA Hakim/Pegawai Kehakiman terlibat.

g. Borang permohonan yang telah diluluskan hendaklah dikemukakan kepada kakitangan yang telah dilantik seperti di perenggan (c) di atas dan kakitangan tersebut perlu memaklumkan kepada pihak pemohon tentang status permohonan tersebut samada melalui faks/email.

h. Kadar bayaran penggunaan kemudahan persidangan video ini adalah seperti yang ditetapkan oleh pihak SAINS dan pihak mahkamah tidak dibenarkan membuat sebarang kutipan bayaran penggunaan persidangan video ini.

1. Semasa pendengaran kes/permohonan secara persidangan video, kakitangan yang berkenaan dikehendaki berada di bilik mahkamah teknologi selewat-lewatnya sepuluh (10) minit sebelum masa penggunaan kemudahan persidangan video yang dipohon. Kakitangan berkenaan perlu membuat persediaan awal untuk mengelakkan sebarang kelewatan prosiding tersebut.

... 3/-

j. Setelah tamat sesi pendengaran secara persidangan video, para peguam yang terlibat akan diberikan " Multimedia Conference Usage Form" (seperti di lampiran B) yang tercatat maklumat kes tersebut dan butir-butir penggunaan kemudahan persidangan video berkenaan. Sesalinan borang tersebut hendaklah disimpan oleh kakitangan berkenaan untuk tujuan rekod. Pihak **SAINS** akan memungut borang ini pada setiap hujung bulan untuk tujuan pengeluaran invois kepada peguam yang terlibat.

4. Arahan ini berkuatkuasa serta merta.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"

Saya yang menurut perintah,

(AZHAHARI KAMAL BIN RAMLI)
Pendaftar,
Mahkamah Tinggi Sabah dan Sarawak.

LAMPIRAN 'A'

APPLICATION TO USE VIDEO-CONFERENCE FACILITY

TO: § Hig h Court _____
Sessions Court____ _
Magistrate Court____ _

Please tick where necessary

(J *Video* Conference (J Tele-Conference

Case No. _____
Parties Name _____
Name of Applicant's Firm _____
Hearing/Mention Date _____
Proceeding's Status*

(-) Kuching to Miri/	( ) Miri to Kuching
( ) Kuching to Sibu/	( ) Sibu to Kuching
( ) Kuching to Bintulu/	( ) Bintulu to Kuching
( ) Kuching to Sibu to Miri/	( ) Miri to Sibu to Kuching
( ) Sibu to Bintulu/	( ) Bintulu to Sibu
( ) Sibu to Miri/	( ) Miri to Sibu
( ) Sibu to Bintulu to Miri/	( ) Miri to Bintulu to Sibu
( ) Bintulu to Miri/	( ) Miri to Bintulu

By using this facility, I/ We shall undertake to pay the necessary charges that may and/or shall be incurred.

Signature: _____
Name of Applicant: _____
N RlC No.: _____
Fax No.: _____

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c.c 1) Messrs _____
Fax No.: _____
2) Messrs _____
Fax No.: _____

For Official Use :

To: Name of Applicant: _____
Name of Applicant's Firm : _____

Application to Use Video-Conference/Tele-Conference ***{please tick where necessary]***

0 Approved **0** Not Approved: Reason(s)

_____
_____
_____

Time To Use: _____

Date To Use : _____

Name: _____
Designation : _____
Date: _____

c.c
SiliconNet Technologies Sdn Bhd
Fax No: 062-232008(For VC Only)

Multimedia Conferencing System Usage Form

Clise**No:.**_____

Date:_____–,–_____Start End Time:._____

Time: Duration Used:._____

Applicant's Location: OKuching oSibu OMiri

Coun:☐ High Court ☐ Session Court ☐ Magistrate Court

Location:_____

_____

Presiding Judge/Magistrate:_____

_____

Applicant:

Certified By:

_____

Name:
Firm Name:
Address:

_____

Name:
Designation: Registrar of_____

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6. **Customer's Responsibilities**
The Customer shall be responsible for:-
(a) ensure that any time block or duration allotted by SNT is used by the Customer himself and not transferred, reassigned, resold or sublet to any other third party or parties without the prior written consent of SNT;
(b) provide such additional or supplementary equipment as the Customer may require in using the Service and shall ensure that the Customer's own equipment shall be compatible with and shall not cause any damage or disturbance to the equipment provided by SNT;
(c) comply with all notices and instructions given by SNT from time to time in respect of the use of the Service;
(d) comply with the rules of any network to which the Customer has or gains access through the use of the Service;
(e) conform to Internet or Internet etiquette as may be required by the electronic forums;
(f) store, retrieve or transmit all information, words, photographs, pictures, communications, or discussions as may be required by the Customer through the use of the Service;
(g) abide by and adhere to the terms of this Agreement; and
(h) ensure that the Service is not used in any manner which, in the opinion of SNT, may adversely affect the use of the Service by other Customers or its efficiency or security as a whole.

7. **Prohibited Use**
The Customer shall be responsible to:-
(a) comply with and not contravene all applicable laws of Malaysia in relation to the use of the Service;
(b) ensure that the Service is not used for any immoral or unlawful purpose, including but not limited to criminal purposes;
(c) ensure that the Service is not used to send or receive any messages which is offensive on moral, religious, racial or political grounds;
(d) ensure that all systems are not compromised by any computer virus due to any act or omission of the Customer;
(e) ensure that intellectual property rights are not infringed; and
(f) ensure that the Service is not used to gain unauthorised access to any person or persons or any computer system connected to the Internet or Internet or to gain access to any private or confidential information of any person, company or corporation regarded as private and not in the public domain;

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