IN THE HIGH COURT OF MALAYA AT SHAH ALAM
IN THE STATE OF SELANGOR DARUL EHSAN, MALAYSIA
[SUIT NO.:BA-22NCVC-46-01/2023]

BETWEEN

U-LI AUTO PARTS & SERVICE SDN. BHD.
(Company No.: 199501021654/350857-M) ... PLAINTIFF

AND

HANBANG ALUMINIUM INTERNATIONAL SDN. BHD.
(Company No.: 201901046230/1355560-K) ... DEFENDANT

(IN THE ORIGINAL ACTION)

BETWEEN

HANBANG ALUMINIUM INTERNATIONAL SDN. BHD.
(Company No.: 201901046230/1355560-K) ... PLAINTIFF

AND

1. **U-LI AUTO PARTS & SERVICE SDN. BHD.**
   (Company No.: 199501021654/350857-M)

2. **TAN KOK KEONG**
   (NRIC No.: 610713-08-5963)

3. **ZETA WATER SDN. BHD.**
   (Company No.: 200101020990/556748-X)

4. **LIM TECK MING**
   (NRIC No.: 730430-11-5057) ... DEFENDANTS

GROUNDS OF JUDGMENT

INTRODUCTION

[1] The Defendants in the counterclaim filed both applications in Enclosures 20 and 33 against the Plaintiff in the counterclaim.

[2] For ease of reference, the parties will be referred to as they are in the counterclaim.

[3] There are two enclosures before this Court for determination:

a. Enclosure 20: The Third and Fourth Defendants' application for security for costs to be paid by the Plaintiff pursuant to Order 23 of the Rules of Court 2012 (ROC 2012) and/or section 580A of the Companies Act 2016 (CA 2016) for the counterclaim.

b. Enclosure 33: The First and Second Defendants' application for security for costs to be paid by the Plaintiff pursuant to Order 23 of the ROC 2012 and/or section 580A of the CA 2016 for the counterclaim.

[4] Enclosures 20 and 33 were initially filed under Order 23 of the ROC 2024. However, at the hearing on 6 February 2024, the First, Second, Third, and Fourth Defendants applied to amend their respective applications by adding section 580A of the CA 2016 to the intitulement, thereby also invoking section 580A of the CA 2016 in their respective applications. The Plaintiff did not object to this oral application. Consequently, this Court allowed the Defendants' oral application to amend and proceeded with their respective applications for security for costs to be paid by the Plaintiff pursuant to Order 23 of the ROC 2012 and/or section 580A of the CA 2016.

BRIEF FACTS

[5] In the main suit before this Court, the First Defendant, U-Li Auto Parts & Services Sdn. Bhd. (the Plaintiff in the main suit), filed a

claim against the Plaintiff, Hanbang Aluminium International Sdn. Bhd. (the Defendant in the main suit), for outstanding rental and vacant possession of the premises known as Lot 3766, Jalan Kg Sri Teratai, Sungai Choh, 48000 Rawang, Selangor (the Premise). The Premise was rented to the Plaintiff under a Tenancy Agreement dated 11 February 2020, at a monthly rental of RM125,000.00, for three years, commencing from 1 June 2020 to 31 May 2023.

[6] As the Plaintiff's intended business activities at the Premise involved sorting, smelting, cooling, and ingot casting, it required a factory that could pass the Environmental Impact Assessment (EIA). Therefore, before entering into the Tenancy Agreement, the Plaintiff appointed the Third Defendant as a consultant to submit a review application for the Premise to the Selangor Environmental Department (JAS) as an initial step towards obtaining the EIA approval.

[7] Subsequently, the Plaintiff alleged that it was shown a forged letter from JAS dated 13 January 2020, which did not appear to reject the review application. Relying on the contents of the forged letter from JAS and on the repeated representations and assurances from the First and Second Defendants that the Premise was suitable for its business operations, the Plaintiff entered into the Tenancy Agreement with the First Defendant and paid the stipulated fees to the Third Defendant to proceed with the procurement of the EIA approval.

[8] The Plaintiff contended that it later learned that EIA approval could not be procured because the land use category of the Premise was stated as 'Warehouse' instead of 'Factory'. As a result, the Plaintiff decided to withhold rental payments, leading to a suit filed by the First Defendant in the Sessions Court at Klang for rental due. This suit was eventually resolved through a Settlement Agreement dated 17 November 2021, with the Plaintiff paying RM1,875,000.00 to the First Defendant.

[9] Subsequently, the Third Defendant informed the Plaintiff that EIA approval could not be obtained due to the land use category issue and that the Third and Fourth Defendants could no longer continue with the EIA approval process. Consequently, the Third and Fourth Defendants discharged themselves from the appointment, leading the Plaintiff to appoint a new consultant.

[10] The Plaintiff alleged that on or about 17 February 2022, a meeting was held with the Second Defendant, the director of the First Defendant, who again assured that the Permission to Change Status would be successfully obtained within 5 to 6 months. Relying on this representation, the Plaintiff decided to extend the tenure of the Tenancy Agreement.

[11] On or about 31 March 2022, the newly appointed consultant handed the Plaintiff a document from JAS, which included a letter dated 13 January 2020 with the same reference number as the alleged forged letter, stating that the review application had been rejected. This revelation made it clear that obtaining EIA approval was impossible from the start.

[12] The Plaintiff contended that it then realised that the letter shown by the First and/or Third Defendant before entering into the Tenancy Agreement was likely forged. To date, the First or Second Defendants have failed to provide any updates regarding the forged letter or the Permission to Change Status and/or EIA approval but have initiated this proceeding against the Plaintiff instead.

[13] In light of the forgery issue, the Plaintiff filed a counterclaim against all the Defendants, alleging conspiracy to defraud, causing the Plaintiff to suffer losses and damages. These include entering and renewing/extending the Tenancy Agreement, entering into the Settlement Agreement, appointing consultants to handle EIA-related matters, seeking Permission to Change Status, and incurring expenses for renovating the Premise and purchasing

machines, equipment, and inventories in preparation for business operations.

[14] Consequently, the Defendants filed Enclosures 20 and 33, seeking an order for the Plaintiff to provide security for costs in relation to the counterclaim it has initiated.

THE LAW RELATING TO SECURITY FOR COSTS

[15] The court possesses absolute discretion to decide whether to order security for costs, considering all the circumstances of the case. Order 23 rule 1 (1) of the ROC 2012 provides that: -

> **"(1) Where, on the application of a defendant to an action or other proceedings in the Court, it appears to the Court-**
>
> **(a) that the plaintiff is ordinarily resident out of the jurisdiction;**
>
> **(b) that the plaintiff (not being a plaintiff who is suing in a representative capacity) is a nominal plaintiff who is suing for the benefit of some other person and that there is reason to believe that he will be unable to pay the costs of the defendant if ordered to do so;**
>
> **(c) subject to paragraph (2), that the plaintiff's address is not stated in the writ or originating summons or is incorrectly stated therein; or**
>
> **(d) that the plaintiff has changed his address during the course of the proceedings with a view to evading the consequences of the litigation,**
>
> **then, if, having regard to all the circumstances of the case, the Court thinks it just to do, it may order the plaintiff to**

give such security for the defendant's costs of the action or other proceedings as it thinks just."

[16] Section 580A of the CA 2016 provides that:

> **"(1) Where a company is the plaintiff in any action or other proceedings and if it appears by a credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant if the defendant is successful in his defence, the Court may order the plaintiff to give sufficient security for all the costs and to stay all action or proceedings until the security is given.**
>
> **(2) The Court may direct the costs of any action or proceedings to be borne by the party to the action or proceedings."**

[17] In the case of *Adarsh Pandit v. Viking Engineering Sdn. Bhd.* [1996] CLJU 350; [1996] 1 LNS 350, Zainun Ali JC (as her Ladyship then was) referred to an illustration from renowned Judge, Lord Denning M.R., in the case of *Aeronave S P A & Westland Charters* [1971] 1 WLR 1146 where it was expressed:

> **"It is the usual practice of the Courts to make a foreign plaintiff give security for costs. But it does so, as a matter of discretion, because it is just to do so. After all, if the defendant succeeds and gets an order for his costs, it is not right that he should have to go to a foreign country to enforce the order."**
>
> **Even assuming the Plaintiff has property within jurisdiction, it is not sufficient ground for this Court to disallow security. Moreover the mere fact of Plaintiff owning property in a country which has reciprocal enforcement of judgment agreement with Malaysia, is not**

also a ground for the Court refusing to order security, since the enforcement is not automatic."

[emphasis added]

[18] The legal principles in this particular area of the law align with and have remained in accordance with those in other jurisdictions, as evidenced by the English House of Lords case of *Porzelack KG v. Porzelack (UK) Ltd.* [1987] 1 ALL ER 1074, where Sir Nicolas Browne-Wilkinson V-C stated on page 1076:

"The purpose of ordering security for costs against a plaintiff ordinarily resident outside the jurisdiction is to ensure that a successful defendant will have a fund available within the jurisdiction of this court against which it can enforce the judgment for costs. It is not, in the ordinary case, in any sense designed to provide a defendant with security for costs against a plaintiff who lacks funds. The risk of defending a case brought by a penurious plaintiff is as applicable to plaintiffs coming from outside the jurisdiction as it is to plaintiffs resident within the jurisdiction."

[emphasis added]

[19] Further, in the case of *Raju Rajaram Pillai (t/a Dhanveer Enterprise) v. MMC Power Sdn. Bhd. & Anor* [2000] 6 MLJ 551 Abdul Malik Ishak J (as his Lordship then was) held:

"My research shows that the case of *Pray v. Edie* [1786] 1 TR 267, 99 ER 1087 was the first case of its kind where the practice of requiring foreign litigants to provide security was first mooted. This basically was due to the enormous difficulties of enforcing orders of the English courts in foreign jurisdictions. In *Crozat v. Brogden,* the plaintiff tirelessly sought to enforce a judgment which he had

obtained in France. Despite the existence of that judgment, the plaintiff was still required to relitigate the matter once again. To confound the matter further, Davey LJ refused to examine the merits of the case and forthwith ordered the plaintiff to provide security.

The law developed with the time. Eventually in England a practice was evolved which require a litigant who was resident abroad to provide security unless the litigant had fixed and permanent assets within the jurisdiction or was a co-plaintiff. In *Re Alabama Portland Cement Co Ltd* [1909] WN 157, the court was of the view that a litigant residing abroad was considered not to be within the jurisdiction in order to be governed by the procedure for costs and so the litigant must provide security.

…

Pure and simple, the plaintiff was outside jurisdiction. Not only that the plaintiff too had no assets in Malaysia and this fact was not disputed at all. It would simply be a matter of pure discretion nay to be exercised judicially, having regard to all the circumstances of the case, to decide whether to order security for costs or otherwise. In the words of Hill JA in *Shaik Ali v. Shaik Mohamed* [1963] MLJ 300 at p 301:

> **It is quite clear that the court has a discretion in the matter. It is also clear that in the case of a plaintiff, and the applicant should be treated as a plaintiff in the present circumstances, who is out of the jurisdiction and who has no property or assets in the country, that the discretion seems to be invariably exercised in favour of making an order for security for costs.**

and I share the sentiments expressed by his Lordship and, accordingly, the plaintiff here should be ordered to pay security for costs. This was a case of a foreign plaintiff with no property at all in Malaysia (*Hudson Strumpffabrik GmbH. v. Bentley Engineering Co Ltd* [1962] 3 All ER 460; [1962] 2 QB 587; and *Mavani v. Ralli Bros Ltd* [1973] 1 WLR 468).

...

Zainun Ali JC (now Judge) in *Adarsh Pandit v. Viking Engineering Sdn Bhd* [1998] 2 AMR 1009 had occasion to address the issue of security for costs and there her Ladyship ordered the foreign plaintiff to pay RM45,000 as security for costs, approximately about 1/4 of the plaintiff's claim of RM200,000. At p 1016 to p 1017 of the report, her Ladyship examined the relevant authorities and said:

> **Thus following the principles as are found in authorities such as *Lek Swee Hua v. American Express* [1991] 2 MLJ 151 and *Slazenger v. Seaspeed Ferries* [1987] 1 WLR 1197, the court has a discretion to order security for costs to be furnished by a foreigner plaintiff even where there are co-plaintiffs resident within the jurisdiction.**
>
> **In the present case, there is not even the presence of a co-plaintiff resident in these parts, who could be relied upon should the need arise to meet claims, if any.**
>
> **It is undisputed that the plaintiff has no property within jurisdiction. As case laws such as *Shaik Ali v. Shaik Mohamed* [1983] MLJ 310 and *Ace King. Ltd v. Circus American Ltd & Ors* [1985] 2 MLJ 75 have shown, courts are more likely to order security for**

costs to be given to the defendant in such circumstances, since it is clear as illustrated by Lord Denning MR in *Aeronave S P A & Westland Charters* [1971] 1 WLR 1146 that:

> **'It is the usual practice of the courts to make a foreign plaintiff give security for costs. But it does so, as a matter of discretion, because it is just to do so. After all, if the defendant succeeds and gets an order for his costs, it is not right that he should have to go to a foreign country to enforce the order'**

Even assuming that the plaintiff has property within jurisdiction, it is not sufficient ground for this court to allow security. Moreover the mere fact of the plaintiff owning property in a country which has reciprocal enforcement of judgment agreement with Malaysia, is not also a ground for the court refusing to order security, since the enforcement is not automatic. This point is illustrated in the case of *Faridah Begum* [1995] 2 MLJ 404 and *Ng Hui Lip* [1951] MLJ 57, which is distinguished from *Coldham v. Raub Australian Gold Mining Co Ltd* [1940] MLJ 50.

At p. 1018 of the report, her Ladyship continued in serious vein:

> **The plaintiff made much also of the nature of this application, stating that it is oppressive to him and would suppress his claim which is said to be genuine.**
>
> **This question though relevant, does not arise here. In any case, the question of oppression alone even if it exists, is not sufficient reason not to grant the order.**

> **The Plaintiff made much also of the likelihood of the plaintiff's success in this matter. The Plaintiff submitted that this is based as it were, on the plaintiff's success in O. 14 application both before the registrar and before the Judge in Chambers. The Plaintiff argued that the Federal Court did not hear the merits of the case but proceeded to grant conditional leave to the defendant.**
>
> **I will say this here and now, that it is not in every application such as this that the merits of the case will be examined.**
>
> **As clearly illustrated in the case of *Porzelack KG v. Porzelack UK* (Ltd) [1987] 1 All ER 1074, parties should not attempt to go into the merits of the case unless it can clearly be demonstrated one way or another that there is a high degree of probability of success".**
>
> [emphasis added]

[20] In *Luminous Crossroads Sdn. Bhd v. Lim Kong Huat Construction* [2002] 5 CLJ 100, Low Hop Bing J (as his Lordship then was) ruled that both Order 23 of the ROC and section 351 of the CA 1965 (presently section 580A of the CA 2016) apply to a plaintiff company. The High Court held:

> **"A pertinent observation may be made of O. 23 in that the provisions thereunder apply to enable a defendant to apply for security for costs against a plaintiff, whether an individual or a body corporate such as a company registered under the Companies Act 1965.**
>
> **Similar provisions have been enacted in s. 351 of the Companies Act 1965 in the following terms:**

351. Security for costs.

(1) Where a company is plaintiff in any action or other legal proceeding the court having jurisdiction in the matter may, if it appears by credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant if successful in his defence, require sufficient security to be given for those costs and stay all proceedings until the security is given.

Costs.

(2) The costs of any proceeding before a court under this Act shall be borne by such party to the proceeding as the court may, in its discretion, direct.

Unlike O. 23 which is broader in scope in that an order for security for costs may be made in favour of a defendant against both individual and corporate plaintiffs, s. 351 of the Companies Act 1965 is specifically confined to a plaintiff company registered under that Act.

However, the principles enunciated in O. 23 and s. 351 above contain certain common features, in particular, the party against whom security for costs may be ordered is the plaintiff. In other words, only the defendant is entitled to make an application for security for costs."

[emphasis added]

FINDINGS OF THE COURT

[21] Upon reviewing the cause papers and considering the written and oral submissions by both parties, I granted the Defendants'

applications in Enclosures 20 and 33, respectively. The reasons for my decision are detailed below.

[22] The Defendants' grounds for their applications in Enclosures 20 and 33 are as follows:

a. The Plaintiff, Hanbang is wholly owned by a foreign company based in the People's Republic of China (China) and has no permanent address in Malaysia.

b. The Plaintiff's sole director is a foreign national from China without a permanent address in Malaysia.

c. There is no evidence that the Plaintiff possesses assets within the Court's jurisdiction that could secure any costs awarded against it. Furthermore, there are no documents indicating the Plaintiff's financial status, as the Companies Commission of Malaysia (SSM) search reveals that the Plaintiff has not filed its annual financial report since its inception on 23 December 2019.

d. There is no evidence that the machines and equipment on the First Defendant's Premise belong to the Plaintiff, and its value remains unknown.

e. The Defendants would suffer significant prejudice if required to continue with this matter, knowing they may be unable to recover their costs since both the controlling minds of the Plaintiff are not residents nor entities in Malaysia.

f. There is a risk that the Plaintiff will refuse or be unable to pay any costs awarded against the Defendants.

g. The Plaintiff will not be prejudiced if the Court orders security for costs to be furnished.

[23] Therefore, the Defendants requested that the Plaintiff deposit

security for costs into the Court in the amounts of RM250,000.00 for Enclosure 20 and RM500,000.00 for Enclosure 33, respectively.

[24] The Plaintiff contended that the Defendants' grounds for security for costs are misconceived. The Plaintiff argued that it is a private limited company duly incorporated in Malaysia since 2019 in accordance with the CA 2016. As such, the Plaintiff is within the jurisdiction of this Court and is not a foreign entity.

[25] The Plaintiff asserted that the mere fact that the Plaintiff's director is a foreigner and that its shareholder is a company incorporated in China does not change the Plaintiff's status as a separate legal entity from its director and shareholder. Therefore, the Plaintiff is not considered an entity "ordinarily resident out of the jurisdiction".

[26] Furthermore, the counterclaim against all the Defendants is brought by the Plaintiff in its name and capacity, not by its director or shareholder. As such, the origins of the Plaintiff’s director and shareholder are irrelevant considerations in this security for costs application. The Plaintiff, as a distinct legal entity, is separate from its director and shareholder.

[27] The Plaintiff argued that its paid-up capital amounts to RM1,000,000.00. Additionally, the Plaintiff has invested in machines and equipment for its business at the First Defendant’s Premise, valued at Chinese Yuan 20,119,577.95 (approximately RM12.8 million). These movable assets demonstrate the Plaintiff’s financial stability and ability to pay any costs that may be ordered.

[28] It is clear that the Plaintiff’s sole shareholder and director are from China and lack a permanent address in Malaysia. A search from SSM reveals that the sole shareholder of the Plaintiff is Nanchang Houkun Trading Co. Ltd (Nanchang) from China, and the sole director is Yang Qi, a foreign national.

[29] The Plaintiff has not provided evidence indicating that Nanchang and

Yang Qi have a permanent address in Malaysia or that Yang Qi is ordinarily a resident of Malaysia. This is evident from Enclosure 45, where Yang Qi had to affirm the document before a Notary Public in China.

[30] Despite having a registered address in Malaysia, the Plaintiff does not conduct any business at the said address. It is noted that the registered address is that of its company secretary.

[31] Furthermore, the Plaintiff's business address and Yang Qi's address listed in the SSM search are the premises in question, which belong to U-Li Auto, the First Defendant.

[32] It is undisputed that the Plaintiff has not filed its annual financial report since its incorporation on 23 December 2019. The Plaintiff explained that it is a newly incorporated company preparing for business operations pending EIA approval from the JAS. Due to the non-procurement of EIA approval, the Plaintiff is unable to conduct its business, justifying the absence of financial information in the SSM search.

[33] Therefore, it is undisputed and admitted by the Plaintiff that currently it is unable to conduct its business. Furthermore, there is also no evidence that the Plaintiff will continue its business in Malaysia. Moreover, there is no evidence that the Plaintiff is financially viable to pay costs if awarded by this Court. Moreover,

[34] Additionally, apart from the machines and equipment at the First Defendant's Premise, there is no evidence that the Plaintiff has any other assets within this Court's jurisdiction. Moreover, there is no evidence indicating the value of those machines. I agree with the Defendants' contention that there is no proof that the machines belong to the Plaintiff and their value remains unknown.

[35] In the case of In *Skrine & Co v. MBF Capital Bhd & Anor & Other Appeals* [1998] 3 CLJ 432, the Court of Appeal held that:-

"In order to appreciate the arguments of counsel in support of these appeals, it is necessary to hearken to the statutory provision under which the applications were made. It is s. 351 of the Companies Act 1965 which reads:

> **Where a company is plaintiff in any action or other legal proceeding the court having jurisdiction in the matter may, if it appears by credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant if successful in his defence, require sufficient security to be given for those costs and stay all proceedings until the security is given.**

As may be seen; and this is borne out by the authorities decided upon the parallel provisions in other common law jurisdictions; the section provides for a two stage inquiry in the process of arriving at the conclusion as to whether security for costs should be awarded in a particular case in which the plaintiff is a company. The first step is for the court hearing an application in this regard to determine whether there is credible evidence. The second step is to ascertain whether that evidence, when found to be credible, supports the belief that the company will be unable to pay the costs of a successful defendant."

[emphasis added]

[36] In the case of *Goldquest International Ltd v. Teh Leong Kiat* [2003] 2 CLJ 402, the Court held that:

> **"It is entirely within the domain and the discretion of the court to order security by taking into account all the circumstances of the particular case in order to achieve a balance between ensuring that protection is afforded to the**

defendant ..."

[37] In *Stamford College Berhad v. Iris Corporation Berhad* [2013] CLJU 602; [2013] 1 LNS 602, the High Court held that the Defendants only need to show some proof to assert security is required from the Plaintiff.

[38] I am guided by the precedents in the cases I have discussed above. It is a common practice of the Court to require a foreign Plaintiff to provide security for costs if it is just to do so. In this case, though the Plaintiff is a company incorporated in Malaysia, I find it just to order the Plaintiff to provide security for costs, given the credible evidence that supports the belief that the Plaintiff will be unable to pay the costs of successful Defendants.

[39] It is undisputed that the Plaintiff, its shareholders, and its directors are separate legal entities. However, in this case, the sole director managing and controlling the Plaintiff is a foreign national without a permanent address in Malaysia and resides in China. The Plaintiff's shareholder is also a company based in China. Additionally, there is no evidence that the Plaintiff will continue its business in Malaysia, as its operations at the demised Premise have ceased, nor is there evidence of the Plaintiff's financial viability.

[40] Considering these circumstances, if the Plaintiff were unsuccessful in its claim, there is a real risk that the sole director could leave the Plaintiff as a shell company with no business or assets, making it difficult or impossible for the Defendants to enforce any costs order made in their favour and recover the awarded costs.

[41] Given the circumstances of this case, I find that requiring the Plaintiff to provide security for costs in the amount of RM50,000.00 for each of Enclosures 20 and 33 is justified. Therefore, I ordered that the Plaintiff must deposit these sums within 30 days from the date of this order. If the Plaintiff fails, the counterclaim will be

struck out.

[42] For the reasons above, I ordered that the Defendants' application for security for costs in Enclosures 20 and 33 be allowed on the abovementioned terms, with costs of RM5,000.00 for each enclosure.

Dated: 6 AUGUST 2024

(JAMHIRAH ALI)
Judicial Commissioner
High Court of Malaya at Shah Alam
(NCVC 1)

Counsel:

For the plaintiff - James Ng & Tay Yeong Hui; M/s Fyiona, Lai & Dennis Thong

For the defendants - Lai Yee Fan & Bennis Lee Kah Xin; M/s Ariffin & Partners

For the 3rd & 4th defendants in counter claim - Jeffrey Wong; M/s Jeffrey Wong, Noorul, Ho & Lim

Cases referred to:

Ace King. Ltd v. Circus American Ltd & Ors [1985] 2 MLJ 75

Adarsh Pandit v. Viking Engineering Sdn. Bhd. [1996] CLJU 350; [1996] 1 LNS 350

Aeronave S P A & Westland Charters [1971] 1 WLR 1146

Alabama Portland Cement Co Ltd [1909] WN 157

Coldham v. Raub Australian Gold Mining Co Ltd [1940] MLJ 50

Faridah Begum [1995] 2 MLJ 404

Goldquest International Ltd v. Teh Leong Kiat [2003] 2 CLJ 402

Hudson Strumpffabrik GmbH. v. Bentley Engineering Co Ltd [1962] 3 All ER 460; [1962] 2 QB 587

Lek Swee Hua v. American Express [1991] 2 MLJ 151

Luminous Crossroads Sdn. Bhd v. Lim Kong Huat Construction [2002] 5 CLJ 100

Mavani v. Ralli Bros Ltd [1973] 1 WLR 468

Ng Hui Lip [1951] MLJ 57

Porzelack KG v. Porzelack (UK) Ltd. [1987] 1 ALL ER 1074

Pray v. Edie [1786] 1 TR 267, 99 ER 1087

Raju Rajaram Pillai (t/a Dhanveer Enterprise) v. MMC Power Sdn. Bhd. & Anor [2000] 6 MLJ 551

Shaik Ali v. Shaik Mohamed [1983] MLJ 310

Skrine & Co v. MBF Capital Bhd & Anor & Other Appeals [1998] 3 CLJ 432

Slazenger v. Seaspeed Ferries [1987] 1 WLR 1197

Stamford College Berhad v. Iris Corporation Berhad [2013] CLJU 602; [2013] 1 LNS 602