

JUDGMENT OF HASHIM DATO' HJ. YUSOFF, FCJ

The Applicant for leave to appeal to the Federal Court was the defendant in the High Court and the appellant in the Court of Appeal below. As the affidavits filed were voluminous we had reserved our decision after hearing lengthy submission, in order to re-read the Grounds of Judgment of the Court of Appeal as well as of the High Court to see if the Applicant had satisfied the requirements of Section 96(a) of the Courts of Judicature Act 1964. I now give my decision.

In ***Beatrice a/p AT Fernandez v. Sistem Penerbangan Malaysia [2005] 3 MLJ 681 Malek Ahmad PCA*** expounded the principles applicable when considering an application for leave to appeal to the Federal Court. His Lordship who delivered the decision of the Federal Court wrote :

*“An appeal to the Federal Court is **not automatic** and all litigants in civil cases who wish to do so must first obtain leave from the Federal Court. In deciding whether leave to appeal is to be granted, the applicant must satisfy s 96(a) of the Courts of Judicature Act 1964 (hereinafter the ‘CJA”). In ***Datuk Syed Kechik bin Syed Mohamed & Anor v The Board of Trustees of the Sabah Foundation & Ors and another application [1999] 1 MLJ 257***, it was held that leave will not be granted unless both of the following criteria are satisfied by an intending appellant.*

- (a) *The judgment of the Court of Appeal has raised a point of general principle which the Federal Court has not previously decided or a point of importance upon which further argument and a decision of the Federal Court would be to public advantage; and*

- (b) *If the point is decided in favour of the intending appellant, there is a prima facie case for success in the appeal.”*

It is settled law that besides raising a new point of law that requires the Federal Court to give a ruling, the applicant seeking leave must also show that there is a prima facie case for success in the appeal.

The facts of the case had been explained thoroughly in the judgment of the learned Judicial Commissioner (*Report in [2007] 8 MLJ 639*) as well as in the judgments of the learned Court of Appeal judges (*Reported in [2007] CLJ 741*). Briefly, the Respondent was the Plaintiff in the High Court whose claim against the Applicant/Defendant was based upon a Sale & Purchase Agreement (“SPA”) made between them on 19th November 2004 whereby the Applicant agreed to buy the Respondent’s land in Batu Pahat, Johor, which has an area of about 14.4 acres at a price of RM33.5 million. The Applicant has been occupying the Respondent’s land but disputed the date when payment of the balance of 90% of the purchase price was due to the Respondent. The Respondent’s stand was that the Applicant failed to pay in time and therefore the 10% deposit was forfeited.

According to Special Condition (1) and (3) of the SPA the Respondent was to evict 40 squatters and relocate a school known as the Hwa Nan Chinese School (“the School”) away from the said land. The balance of the purchase price was to be paid within 4 months *“from the date the Vendor confirms in writing that vacant possession is ready to be delivered to the purchaser pursuant to Clause 1 above and upon confirmation by the purchaser.”*

The dispute between the parties was as to the determination of the date of intimation of vacant possession by the Respondent to the Applicant and the confirmation thereof by the Applicant based on the construction of Special Conditions (1) and (3).

Consequently by summons in chambers (Enclosure [8]) filed in the High Court under 0.14A of the Rules of the High Court 1980, the Plaintiff sought a construction of Clause 12 and Special Conditions (1) and (3) of the SPA and a determination of the date of delivery of vacant possession of the land as well as the date on which payment of the balance i.e. 90% of the purchase price was due and payable under the SPA.

SPECIAL CONDITIONS No. 1 and No. 3 read as follows :-

- “1. The parties hereto are aware that currently there are forty (40) squatters and a Chinese School on the said property. The Vendor shall be given six (6) months from the date of the Sale & Purchase Agreement to clear the said squatters and nine (9) months **to relocate the said School in order to hand over vacant possession of***

the said Property to the Purchaser. With six (6) months from the date of this Agreement, the Vendor shall evict the forty (40) squatters and upon confirmation by the Purchaser of the aforesaid, the Purchaser shall pay to the Vendor a further sum equivalent to 2.5% of the Purchase Price. If the Vendor is unable to evict the said squatters within the said 6 months period, the Vendor shall not be entitled to the said sum early and the balance purchase price shall therefore be payable within the time stated in Section 10 of the Schedule hereto. The parties hereby expressly agree that **the Vendor shall be given an automatic extension of three (3) months from the expiry of the time stipulated hereinabove (hereinafter referred to as “the Automatic Extension Period”) to clear the squatters and relocate the school** in the event the Vendor fails to complete the abovesaid within the time stipulated hereinabove. Thereafter, the Purchaser shall have the option to extend the completion date in the event the Vendor fails to evict the squatters and relocate the school after the Automatic Extension Period.”

- “3. **From the date that the Vendor confirms in writing that vacant possession is ready to be delivered to the Purchaser pursuant to Clause 1 above and upon inspection and confirmation by the Purchaser, the Purchaser shall be given four (4) months from the date thereof to settle the balance of the Purchase Price to the Vendor, with an automatic extension of two (2) months**

commencing from the expiry of the aforesaid four (4) months provided that the Purchaser shall pay interest on the balance of the Purchase Price still unpaid at the rate of seven percentum (7%) per annum calculated from the commencement of the extended period until the full settlement of the balance Purchase Price.”

On the above facts and construction of the Sales & Purchase Agreement, the learned Judicial Commissioner granted the order under 0.14A of the Rules of the High Court 1980 (“RHC”) on the 14th October 2006.

The Applicant then appealed to the Court of Appeal. On 2nd November 2007 the Court of Appeal by a majority decision upheld the order of the High Court. The Applicant now seeks leave to appeal to the Federal Court. 12 questions were posed to us in this application for leave to appeal. The questions are as follows:-

- (1) Whether Order 14A of the Rules of the High Court, 1980 procedure may be invoked when no question of law framed or a specific question on the construction forwarded to the Court for consideration?;
- (2) Whether Order 14A of the Rules of the High Court, 1980 procedure may be invoked before pleadings are closed?;
- (3) Whether Order 14A of the Rules of the High Court, 1980 procedure may be invoked when there is a serious dispute as to the material facts by the parties, or that the

Court, upon scrutinizing the pleadings, concludes that the material facts are in dispute?;

- (4) Whether in an Order 14A of the Rules of the High Court, 1980 procedure, the Court may exercise its jurisdiction to make a finding by resolving the material disputed facts by embarking on an expedition to evaluate conflicting affidavit evidence?;
- (5) Whether the summary procedure of Order 14A of the Rules of the High Court, 1980 is suitable and/or appropriate in the circumstances of this appeal having regard to:-
 - (a) the existence of serious disputes in respect of the material facts concerning the date when vacant possession of the subject land had been delivered to the Applicant/Defendant;
 - (b) the absence of a Defence and thereby prior to the close of pleadings and before the pleaded position of all the parties had become known; and
 - (c) the lack of an application for or the ordering of specified and identified questions of law for determination by the Court.

- (6) Whether Order 14A is a suitable procedure for determination of mixed questions of fact and law in the guise of construction of a document;
- (7) Whether the date when vacant possession of the subject land was delivered to the Plaintiff can be determined by proceedings under Order 14A;
- (8) Whether the Plaintiff by:
 - (a) failing to communicate in writing to the Defendant timeously of its acceptance of the Defendant's alleged repudiation of the Contract when the Defendant failed to pay the balance purchase price of RM25 million to the Plaintiff on the completion date of 21st May 2006 (as contended by the Plaintiff);
 - (b) not accepting such repudiation by failing to forfeit the deposit of RM3,350,000.00; and
 - (c) accepting a further sum of RM5,150,000.00 by way of bank draft from the Defendant on 22nd August 2006 (which was 3 months after the completion date as contended by the Plaintiff);

The Plaintiff had affirmed the continued existence of the Contract.

- (9) Further or alternatively to Issue 8 above, whether by the conduct described therein, the Plaintiff had signified its acquiescence in the continuation of the Contract within the meaning of Section 40 of the Contracts Act, 1950;
- (10) Further or alternatively to Issues 8 and 9 above, whether the Plaintiff is estopped from terminating the Contract by reason of its conduct referred to in Issue 8;
- (11) Whether the decision of the High Court, which was upheld by the Court of Appeal, has the effect of conferring an unjust enrichment to the Plaintiff in that it would enjoy the following benefits:-
- (a) forfeiting the deposit of RM3,350,000.00;
 - (b) retaining an additional sum of RM5,150,000.00 paid by the Defendant to the Plaintiff towards the purchase price of the land; and
 - (c) recovering vacant possession of the land which had been substantially enhanced by the construction of the Batu Pahat Mall which cost the Defendant a sum of RM124 million in construction costs, and on which a further sum of RM80 million was spent by 155 tenants for interior works and which has independently and professionally been valued at RM387 million as at November 2007 without the

Plaintiff having to pay the Defendant for such substantial enhancement;

- (12) Further or alternatively, the benefits described under Issue 11 (iii) above were not intended by the Defendant to be conferred gratuitously. In consequence, the Plaintiff is obliged to make compensation to the Defendant for the said benefits pursuant to Section 71 of the Contracts Act, 1950.”

The proposed questions fall into 3 categories:-

- (i) On the scope and ambit of O.14A (Questions 1 – 7).
- (ii) On section 40 of the Contracts Act 1950 (Questions 8 – 10).
- (iii) On the question of unjust enrichment (Questions 11 – 12).

(i) **On the scope and ambit of O.14A (Questions 1 – 7)**

On the points of law raised by learned Counsel for the Applicant, which revolved around the application of Order 14A of the High Court Rules 1980, I am of the view that there was no confusing issue which raised real questions for the Federal Court to decide. The wordings of Order 14A themselves are clear and self-explanatory. It states:-

- “1. (1) *The court may upon the application of a party or of its own motion determine any question of law or **construction of any document arising in any cause or***

matter at any stage of the proceedings where it appears to the Court that –

- (a) such questions is suitable for determination without the full trial of the action; and
 - (b) such determination will finally determine the entire cause or matter or any claim or issue therein;
- (2) Upon such determination the Court may dismiss the cause or matter or make such order or judgment as it thinks just.
- (3) The Court shall not determine any question under this Order unless the parties have had an opportunity of being heard on the question.
- (4) The jurisdiction of the Court under this Order may be exercised by a Registrar.
- (5) Nothing in this Order shall limit the powers of the Court under Order 18 and 19, or any other provision of these rules.

2. **An application under rule 1** may be made by summons or motion or **may be made orally** in the course of any interlocutory application to the Court.”

The learned Judicial Commissioner had in fact rightly pointed out that Order 14A Rule 2 expressly allows an Order 14A application to be made **orally**. In his Judgment, His Lordship pointed out as follows :-
“Further, and more important, it must also be noted that Order 14A Rule 2 says :-

“An application under rule 1 may be made by summons or motion or may be made orally in the course of any interlocutory application to the Court.”

Since Rule 2 expressly says that even while the Court is in the middle of considering other interlocutory applications, an application under Rule 1 may be made orally for the Court to determine any question of construction of law or any document arising in the matter. This must surely mean that an Order 14A application is not to be intended to be a two-stage proceeding. Otherwise how can the rules expressly allow an Order 14A application to be made orally? We must not read into the rules what is not there. I find the Defendant’s submission on their third point to be wrong too.”

In the Court of Appeal, the Plaintiff’s application under 0.14A is set out as follows in the judgment of Low Hop Bing JCA :-

“menurut Aturan 14A Kaedah-kaedah Mahkamah Tinggi 1980 keputusan Perjanjian Jualbeli bertarikh 14hb November 2004 yang dibuat antara Plaintiff dan Defendan ditafsirkan, terutama Klausula 12 Perjanjian tersebut dengan Syarat-syarat Khas No. 1 dan No. 3 dalam Perjanjian tersebut untuk memutuskan tarikh Plaintiff menyerahkan milikan kosong tanah yang dikenali

sebagai Geran No. 101840 Lot 325 Mukim Simpang Kawan, Daerah Batu Pahat kepada Defendan.”

The learned JCA then held as follows :-

“Upon a reasonable reading of the aforesaid prayer, I entertain no doubt that the Plaintiff is seeking a construction of document i.e. the SPA in particular Clause 12 and special conditions 1 and 3 thereof.”

So it is entirely up to the discretion of the trial Judge to determine at which stage it appears to him that such question is suitable for determination without full trial of the action. The Court of Appeal in the case of ***Petroleum Nasional Bhd v Kerajaan Negeri Terengganu [2004] 1 MLJ 8***, at para 41 said :-

“In our view, even if the case appears to be or is complicated it does not mean that the court must shun away from considering the applicability of 0.14A and 0.33 r 2 in relation to the questions of law posed which are clear and definite and the issues are clearcut. Real and serious attempt must be made to identify the material facts pleaded which are obviously undisputed or which should not have been disputed and then to apply the relevant rule to the facts as found. There are authorities in support of the proposition that merely because an issue of law takes a little longer to determine does not mean that the court should refuse the application.”

The trial judge is therefore vested with the discretion to rely on the pleadings or to rely on affidavit evidence before him. This discretion enables him to determine whatever the matter is “*suitable for determination without full trial of the action.*”

The other contention that learned Counsel for the Applicant had seriously canvassed, as a point of law for leave to appeal, was that pleadings were not closed at the time the Respondent’s Order 14A application was filed. Again I found that the rule is self-explanatory and there is no ambiguity requiring further argument. The Court of Appeal had rightly agreed with the reasoning of the High Court. I note that the learned Judicial Commissioner had in fact made a thorough comparison of Order 14A with other rules in the Rules of the High Court 1980 to support his reasoning. He wrote as follows :-

*“The second point raised by the Defendant was that pleadings were not closed at the time the Plaintiff’s application was filed. This objection was wrong because Order 14A use the words “**at any stage of the proceedings**”. I agree with learned Counsel for the Plaintiff that if the Rules intended to make Order 14A applicable only after pleadings are closed, then the Rules would have mentioned the stage of proceedings when Order 14A is to become applicable, instead of just saying “**at any stage of the proceedings**”. This point becomes clear when it is noted that other rules in the Rules of the High Court 1980 actually specify the stage of proceedings when a particular rule becomes applicable. For example, Order 14 Rule 1 says that an Order 14 application may be filed only after the entry of appearance stage. Another example is Order 16 Rule 1 that says a*

defendant may apply to issue Third Party Notice only after he has entered appearance, and not as soon as he is served with a Writ of Summons. The Defendant had filed two lengthy affidavits to state their position about the dispute with the Plaintiff and they must take the same position in their Statement of Defence.”

I have taken note of the Applicant’s allegations of dispute of facts. However upon perusing the contemporaneous documents, I am of the view that the undisputed facts summarised in the Judgment of the High Court were indeed undisputed facts. Those documents adduced as further evidence of the Court of Appeal level did not change the position. I found the following facts and contemporaneous letters to be relevant.

- (1) A joint inspection of the Respondent’s land did take place on 21st November 2005 and on the very next day 22nd November 2005 the Respondent’s conveyancing solicitors Messrs Gan & Tey wrote to the Applicant’s conveyancing solicitors Messrs Ajmer Sandhu & Ong. This letter confirmed that delivery of vacant possession took place on 21st November 2005 and that the last day for the Applicant to pay up the balance purchase price was 21st March 2006 with extension of two (2) months subject to payment of interest for late payment at 7% per annum.
- (2) The Applicant’s conveyancing solicitors Messrs Ajmer Sandhu & Ong replied to the Respondent’s conveyancing

solicitors Messrs Gan & Tey, but they did not dispute that delivery of vacant possession took place on 21st November 2005 and that the last day for the Applicant to pay up the balance purchase price should be 21st March 2006.

- (3) The Respondent's conveyancing solicitors Messrs Gan & Tey again wrote to the Applicant's conveyancing solicitors Messrs Ajmer Sandhu & Ong on 21st December 2005, and in their letter they repeated that the last day for the Applicant to pay up the balance purchase price should be 21st March 2006.
- (4) The Applicant's conveyancing solicitors Messrs Ajmer Sandhu & Ong replied on 9th January 2006 to the Respondent's conveyancing solicitors Messrs Gan & Tey, and again they did not dispute that delivery of vacant possession took place on 21st November 2005 and that the last day for the Applicant to pay up the balance purchase price should be 21st March 2006.
- (5) There was no letter from the Applicant's conveyancing solicitors Messrs Ajmer Sandhu & Ong between 22nd November 2003 and 7th March 2006 to raise any dispute about whether vacant possession had been delivered on 21st November 2005.

- (6) The very first time that Applicant's conveyancing solicitors Messrs Ajmer Sandhu & Ong wrote to complain was in their letter dated 8th March 2006.

During the hearing before us, **learned Counsel for the Applicant conceded that the Applicant is sticking to their original contention that vacant possession of the Respondent's land was delivered on 28th February 2006**, This was actually the date when the key to the fourth gate of the school located on the Respondent's land was handed to the Applicant. It was not disputed that there were 4 gates, located at 4 different parts of the fencing around the school that occupied about 5% of the total land area of the Respondent's land.

The Applicant's contention was that the deadline for the Applicant to pay the balance purchase price to the Respondent was 4 months from 28th February 2006, which should have been 30th June 2006. Since the Sale & Purchase Agreement provided for an extension of 2 months, subject to payment of late-payment-interest, it was the Applicant's contention that the final deadline for payment of balance purchase price to the Respondent was 31st August 2006. A reading of Clause 4 of the Sale & Purchase Agreement as well as the letter dated 22nd August 2006 written by the Applicant's conveyancing solicitors satisfied us that there is no triable issue on this point. The learned Judicial Commissioner was right to make this finding in his judgment :-

"Clause 4(d) of the said Agreement set out the mandatory conditions which must be complied with by the Defendant/

*Purchaser before they can ask the Plaintiff/Vendor to handover the original Issue Document of Title for the Plaintiff's land. One of the conditions was that either the bank providing the loan to the Defendant/Purchaser or the Purchaser's solicitors must give an **undertaking** to the Plaintiff/Vendor to forward the loan money. I noted from the letter dated 22nd August 2006 written by the Defendant's conveyancing solicitors Messrs Ajmer Sandhu & Ong's that they asked for the original title and all related documents to effect the transfer of the Plaintiff's land to be forwarded to them, but they did not give any undertaking to pay the balance purchase price to the Plaintiff/Vendor. They also did not mention anything about the late payment. I also noted that the Defendant only managed to obtain a conditional approval for a loan on 21st August 2006. In any event, as explained above they were already 3 months late."*

The above facts are from contemporaneous documents filed in the High Court. I also agree with the judgments of Zainun Ali JCA and Low Hop Bing JCA on the critical factual matrix which made it obviously right for the learned Judicial Commissioner to exercise his judicial discretion under Order 14A. Thus, even if we are to grant leave to appeal, the Applicant would still be bound by their stand that vacant possession of the Respondent's land was delivered on 28th February 2006, which gave rise to the above findings. The Applicant attempted to raise doubts as to whether the school had relocated by 21st November 2005, by saying that it was school holidays then. However, by taking the stand that vacant possession of the Respondent's land, including the school, was delivered on 28th

February 2006, the Applicant had rendered their earlier allegation meaningless. It is not surprising that a school should have chosen to relocate during school holidays, so as to avoid causing any disruption, and to start teaching at its new premises when school reopened in January 2006. The Applicant did not dispute that the school was functioning at its new premises in January 2006.

Learned Counsel for the Applicant had also complained about the speed at which proceedings at the High Court below had taken place, as if it would have been more desirable if the High Court had delayed the hearing of the Respondent's application. In his Judgment, the learned Judicial Commissioner mentioned that the Respondent (Plaintiff's) application was filed with a **Certificate of Urgency**. I am of the view that His Lordship was right to fix an early hearing date. In his detailed Grounds of Judgment, he had carefully dealt with each and every objection that the Applicant's Counsel had raised before him. The Respondent had every reason to file a certificate of urgency to seek a ruling from the High Court because the Applicant, who had failed to pay up the balance purchase price, was occupying and actively using the Respondent's land. As the affidavits of the proposed interveners before us had disclosed, the Applicant had gone ahead to use the Respondent's land as the subject matter to enter into various contracts with third parties. The Applicant definitely had knowledge of the Respondent's stand that if payment of the balance purchase price together with late payment interest were not made by 21st May 2006, the 10% deposit paid would be forfeited. This stand was very clearly set out in the letter dated 9th March 2006 written by the Respondent's conveyancing solicitors Messrs Gan &

Tey to the Applicant's conveyancing solicitors Messrs Ajmer Sandhu & Ong.

(ii) & (iii) **On section 40 of the Contracts Act 1950 and the issue of unjust enrichment (Questions 8 – 12)**

Learned Counsel for the Applicant raised a new factual point not raised at the courts below, which was that the Respondent did not write after 21st May 2006 to say that the Applicant's 10% deposit had been forfeited, and therefore the Agreement was in force even after 21st May 2006. The short answer to this submission is in **Clause 12** of the Agreement which provided that if the purchaser failed to pay up the balance purchase price by the extended completion date, the deposit “.... **shall be forfeited to the Vendor whereupon this Agreement shall be treated as null and void and of no further effect.**”

There was no contractual requirement in the Agreement for the Respondent to write to say that the 10% deposit had been forfeited. In any event, the 9th March 2006 letter written by the Respondent's conveyancing solicitors Messrs Gan & Tey was more than sufficient notice to the Applicant. The Respondent was right to wait for the Applicant to return the land after 21st May 2006 and when the Applicant failed to do so, to sue the Applicant to seek a declaration that the 10% deposit had been forfeited besides praying for the return of the land.

As for the RM5.15 million paid by the Applicant on 24th August 2006 and retained by the Respondent, the Order dated 10th October 2006

states that it was to be retained as security for damages. The Respondent's letter of 2nd September 2006 made it clear to the Applicant that the sum of RM5.15 million would be returned to the Applicant as soon as they returned the Respondent's land. Thus, the High Court rightly ordered the return of the RM5.15 million to the Applicant upon the Applicant returning the Respondent's land.

Judicature Act 1964, which provides :-

"96. Conditions of Appeal

Subject to any rules regulating the proceedings of the Federal Court in respect of appeals from the Court of Appeal, an appeal shall lie from the Court of Appeal to the Federal Court with the leave of the Federal Court

- (a) from any judgment or order of the Court of Appeal in respect of any civil cause or matter decided by the High Court in the exercise of its original jurisdiction [involving a question of general principle decided for the first time or a question of importance upon which further argument and a decision of the Federal Court would be to public advantage; or]*
- (b) from any decision as to the effect of any provision of the Constitution including the validity of any written law relating to any such provision."*

In refusing to grant leave to appeal in the Federal Court case of ***Datuk Syed Kechik bin Syed Mohamed & Anor v The Board of***

Trustees of the Sabah Foundation & Ors [1999] 1 CLJ 325, Edger Joseph Jr FCJ at page 265 states :-

*“The Federal Court exercises its sensitive power to grant leave in civil cases sparingly and will not grant such leave unless **both** of the following criteria are satisfied by an intending appellant :-*

- (1) the judgment of the Court of Appeal has raised a point of general principle which the Federal Court has not previously decided or a point of importance upon which further argument and a decision of the Federal Court would be to public advantage; and*
- (2) if the point is decided in favour of the intending appellant, there is a prima facie case for success in the appeal.”*

Further counsel for the Respondent submits that there is no dispute between the parties as to the law on the above two issues. He points out that the law on unjust enrichment has been well settled through such cases as ***Siow Wong Fatt v Susur Rotan Mining [1967] 2 MLJ 118 PC; How Loon Sim v Lipson [1976] MLJ 76 FC and Goh Soon An v Sandvik [1984] 1 MLJ FC***. Similarly he submits that the law on acceptance of repudiation has been codified in s 40 of the Contracts Act and illustrated by several cases is also well settled.

I do not think it is necessary to delve into the facts. There is no question of law in dispute before us. The principles of law on the application of s 40 and the law on unjust enrichment are settled.

What the Applicants are in essence seeking for is the application of settled law to the facts of this case. Whether or not there was a proper acceptance of the repudiation of the contract or whether there was unjust enrichment in the circumstances of this case are questions of facts. They raise no novel question of law but merely require the application of settled law to the facts of the case.

I refer to the following passage in the Federal Court case of **Syed Kechik bin Syed Mohamed**, supra at page 263 para I :-

“Consequently, the mere fact that the judgment of the Court of Appeal has raised a point of general principle does not necessarily make it appropriate for consideration by the Federal Court; for if a decision depends on the application of a well-established principle to an individual set of facts, a further appeal to the Federal Court will be of no utility if it will do nothing to clarify or refine the principle, so as to make it applicable to other situations in the future.”

For the above reasons, I am therefore of the view that the Applicant's application for leave to appeal be dismissed with costs.

As the Applicants had failed to obtain leave to appeal, all the applications to intervene now become academic as there will be no pending appeal to intervene.

Dated this 5th day of September, 2008.

Signed.
(DATO' HASHIM BIN DATO' HAJI YUSOFF)
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