

**IN THE HIGH COURT OF MALAYA IN KUALA LUMPUR
IN WILAYAH PERSEKUTUAN, MALAYSIA
SUIT NO: WA-22NCC-600-12/2020**

BETWEEN

**ZSCHIMMER & SCHWARZ GMBH &
CO. KG CHEMISCHE FABRIKEN
(Co. No.: AG KOBLENZ, HRA 4839))**

... PLAINTIFF

AND

1. PERSONS UNKNOWN

**2. MOHAMMAD AZUWAN BIN OTHMAN
(I/C No.: 940713-10-5161)
(trading in the name and style of PREMIER
OUTLOOK SERVICES
(Reg. No.: 203003225155 (003154895-P)))**

... DEFENDANTS

GROUNDINGS OF JUDGMENT

Introduction

[1] The Plaintiff is a victim of a push payment fraud. Unknown fraudsters, being the 1st Defendant, had deceived the Plaintiff to pay the sum of EUR 123,014.65 (equivalent to close to RM 600,000.00) into a CIMB bank account under the control of the 2nd Defendant.

- [2] This Court had granted orders for a proprietary and Mareva freezing injunction against the 1st and 2nd Defendants. The facts and the orders are reported in **Zschimmer & Schwarz GmbH & Co KG Chemische Fabriken v Persons Unknown & Anor** [2021] 7 MLJ 178.
- [3] Orders for discovery against the banks were also subsequently granted. The documents from discovery revealed that the 2nd Defendant had immediately transferred out the Plaintiff's monies. The money was shown to have split three ways:
- (i) The 2nd Defendant pocketed RM 290,400.00;
 - (ii) The proposed 3rd Defendant pocketed RM 250,000.00; and
 - (iii) The proposed 4th Defendant pocketed RM 50,000.00.
- [4] The Plaintiff now seeks the following applications in the following sequence:
- (i) Enclosure 53 – application to amend the Writ and Statement of Claim to include the proposed 3rd Defendant and the proposed 4th Defendant.
 - (ii) Enclosure 56 – application for ex parte proprietary and Mareva freezing injunctions against the proposed 3rd Defendant and the proposed 4th Defendant.
 - (iii) Enclosure 57 – an application for a self-identification Order against the 1st Defendant.
 - (iv) Enclosure 58 – an application for substituted service of the amended Writ and Statement of Claim, and the other cause papers, on the 2nd Defendant.

Background Facts

- [5] The Plaintiff, being Zschimmer & Schwarz GmbH & Co KG Chemische Fabriken, is a company incorporated under the laws of Germany. The Plaintiff is a manufacturer of speciality chemical products. The Plaintiff had been defrauded of EUR 123,014.65 (equivalent to close to RM 600,000.00) (**'Plaintiff's Monies'**).
- [6] The 1st Defendant, being Persons Unknown, is a defendant and/or a group of defendants, who are essentially recipients of the monies misappropriated from the Plaintiff or perpetrators of the Fraud (as defined and particularised in the Statement of Claim) whose identities are currently unknown.
- [7] The 2nd Defendant, being Mohammad Azuwan bin Othman (**'Mohammad Azuwan'**), is a Malaysian citizen and trading under the name and style of Premier Outlook Services (**'Premier Outlook'**). The 2nd Defendant had received the Plaintiff's Monies in Premier Outlook's account. As will be further detailed below, the 2nd Defendant had then caused the Plaintiff's Monies to be paid out to other bank accounts, including the 2nd Defendant's own personal bank account.
- [8] The proposed 3rd Defendant, being Ahmad Abdul Salam Bin Ramlan (**'Ahmad Abdul Salam'**), is a Malaysian citizen and is also the former owner of Premier Outlook before being replaced by the 2nd Defendant.

- [9] The proposed 4th Defendant, being Amirul Syahiran Bin Azahari ('**Amirul Syahiran**'), is a Malaysian citizen and trading under the name and style of Buraq Logistics Enterprise ('**Buraq Logistics**').
- [10] Buraq Logistics is listed as a sole proprietorship carrying out a business of transportation services, provision of sports equipment and delivery of food and beverages. It commenced and registered its business on 12.1.2017, but its business license expired on 26.8.2019. Yet, as explained below, that the 2nd Defendant had seemingly paid out part of the Plaintiff's Monies into Buraq Logistics' bank account for "exchange services".
- [11] Where necessary, Ahmad Abdul Salam and Amirul Syahiran will be collectively referred to as '**the proposed 3rd and 4th Defendants**' below.

The Fraud

- [12] The full background facts of the fraud have been set out in **Zschimmer & Schwarz GmbH & Co KG Chemische Fabriken v Persons Unknown & Anor** [2021] 7 MLJ 178. Only the key and relevant facts are repeated below.
- [13] The Plaintiff was a victim of a push payment fraud. The 1st Defendant had infiltrated the email communications between the Plaintiff and the Plaintiff's South Korean counterpart. The 1st Defendant subsequently deceived the Plaintiff into making a payment of EUR 123,014.65 (approximately close to RM 600,000.00) into a CIMB bank account in Malaysia. The Plaintiff

thought it was making a genuine payment to its South Korean counterparty for the commission payment, however the fraudster had siphoned the monies away.

[14] On 30.10.2020, the Plaintiff's Monies were credited into Premier Outlook's CIMB bank account (**'Premier Outlook's CIMB Account'**).

[15] The Plaintiff has since discovered that the 2nd Defendant is the sole signatory in control of this Premier Outlook CIMB Account. On 30.10.2020, the 2nd Defendant caused all of the Plaintiff's Monies to be paid out to different bank accounts. These bank accounts include accounts of the proposed 3rd and 4th Defendants.

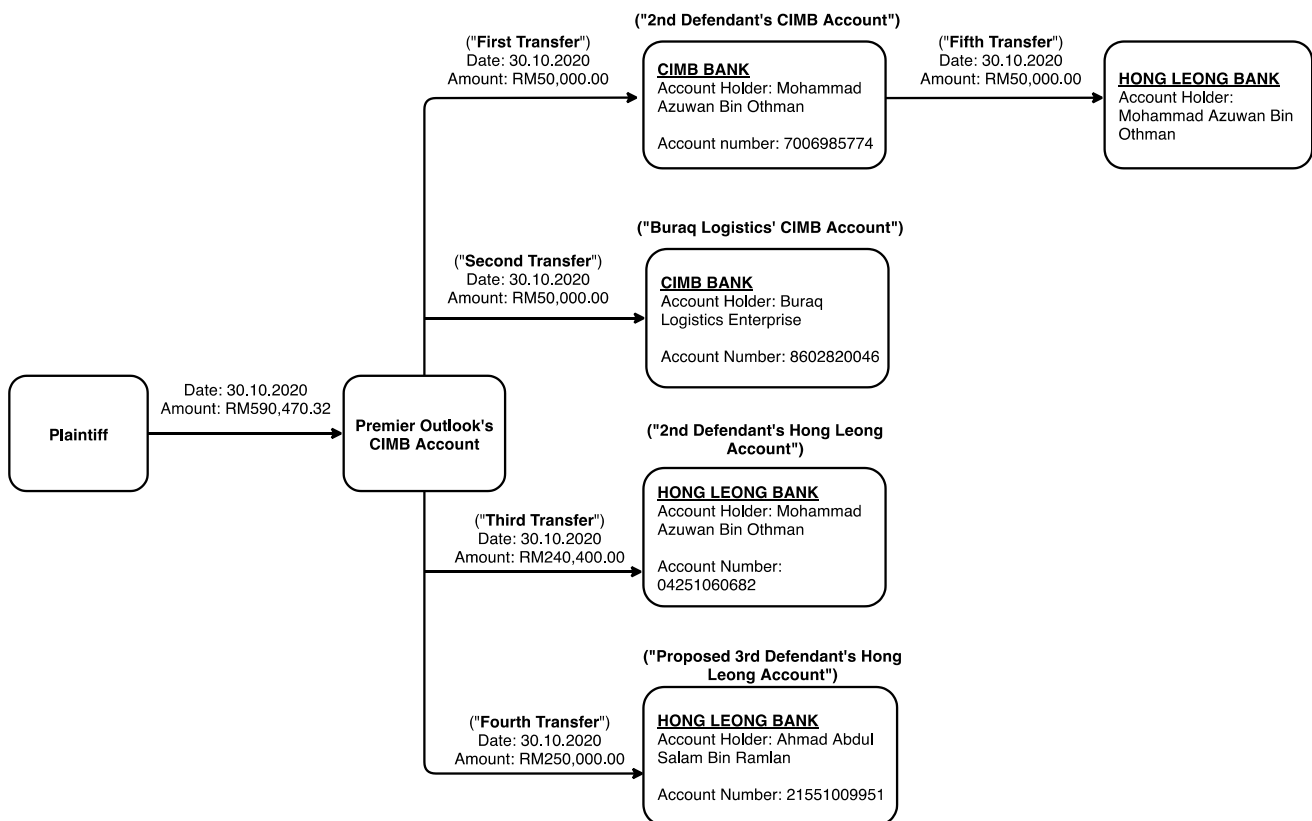
[16] On 8.12.2020, the Plaintiff filed an urgent action against the 1st and 2nd Defendants. The Plaintiff subsequently obtained a Mareva freezing injunction, a proprietary injunction and discovery orders against the 1st and 2nd Defendants in order to preserve, trace and recover the Plaintiff's Monies.

Discovery Of The Proposed 3rd And 4th Defendants' Identities

[17] On 5.1.2021, the Plaintiff's solicitors obtained a discovery order against CIMB Bank Berhad and CIMB Islamic Bank Berhad (collectively referred to as '**CIMB**') (**'Discovery Order'**) for documents regarding Premier Outlook's CIMB Account (**'Discovery Documents'**).

[18] On 19.1.2021, the Plaintiff's solicitors obtained the Discovery Documents from CIMB's solicitors. The documents showed that on 30.10.2020 itself, the 2nd Defendant had transferred all of the Plaintiff's Monies, now being the Ringgit Malaysia sum of RM 590,470.32, out of Premier Outlook's CIMB Account to four different bank accounts.

[19] For ease of reference, the chart below demonstrate the money flow of the Plaintiff's Monies to the different bank accounts:



[20] The 2nd Defendant made the transfers above out of Premier Outlook's bank account with recipient references of "commission services" and "exchange services". But these could not have been actual business transactions since Premier Outlook was not carrying on any business.

[21] Next, shortly after making the First Transfer, the 2nd Defendant again transferred the RM 50,000.00 from the 2nd Defendant's CIMB Account to what is believed to be the same 2nd Defendant's Hong Leong Account.

[22] Therefore, based on the events above, the Plaintiff has now discovered evidence of further dissipation of the Plaintiff's Monies and the identities of the recipients. The end result is that:

- (i) The 2nd Defendant has pocketed RM 290,400.00;
- (ii) The proposed 3rd Defendant has pocketed RM 250,000.00;
and
- (iii) The proposed 4th Defendant has pocketed RM 50,000.00.

[23] Based on the aforesaid, the Plaintiff now seeks for the appropriate reliefs to trace and recover those monies under the various Enclosures referred to above.

Enclosure 53 - Amendment and addition of parties

[24] Pursuant to Order 20 Rule 5 of the Rules of Court 2012 ('ROC 2012') the Court may allow the plaintiff to amend his writ or pleading at any stage of the proceedings on terms and in a manner that the court thinks just.

[25] The Federal Court in **Yamaha Motor Co. Ltd v. Yamaha (M) Sdn. Bhd. & Ors** [1983] 1 MLJ 213 held that the general principle is that the Court will allow amendments that cause no injustice to the

other parties. To determine whether injustice would or would not result, the court will consider the following factors:

- (i) whether the application is bona fide;
- (ii) whether prejudice caused to the other side can be compensated by costs; and
- (iii) whether the amendments would not in effect turn the suit from one character into a suit from one character into a suit of another and inconsistent character.

[26] Further, as the Plaintiff seeks to add additional defendants to this suit, Order 15 Rule 6(2)(b) of the ROC 2012 provides that the Court may order:

- (i) any person who ought to have been joined as a party or whose presence before the Court is necessary to ensure that all matters in dispute in the cause or matter may be effectually and completely determined and adjudicated upon; or
- (ii) any person between whom and any party to the cause or matter there may exist a question or issue arising out of or relating to or connected with any relief or remedy claimed in the cause or matter which, in the opinion of the Court, would be just and convenient to determine as between him and that party as well as between the parties to the cause or matter.

[27] The above requirements have been met.

[28] First, the Plaintiff has made this amendment application *bona fide* and without undue delay after receiving the discovery documents

and ascertaining the identities of the proposed 3rd and 4th Defendants. It is necessary to add the proposed 3rd and 4th Defendants to this suit in order to seek the necessary reliefs to recover the Plaintiff's Monies.

[29] Second, no prejudice is caused to the 1st and 2nd Defendants by this amendment which cannot be compensated by costs. This amendment also does not change the nature of this suit. The Plaintiff maintains its constructive trust claim against the 1st and 2nd Defendant, and extends the same claim to the proposed 3rd and 4th Defendants who had each received portion of the Plaintiff's Monies.

[30] Third, the proposed 3rd and 4th Defendants ought to be added as parties to the suit as they are necessary to ensure that all matters in dispute can be completely determined by the court as the Plaintiff now claims that the Plaintiff's Monies have been wrongfully transferred to the proposed 3rd and 4th Defendants. The proposed 3rd and 4th Defendants are closely connected to the reliefs and remedies that the Plaintiff is claiming in this suit.

Enclosure 56 - Grant of a Proprietary Injunction

[31] A proprietary injunction is used to preserve and restrain a defendant from dealing with the assets of the plaintiff or with assets in which the plaintiff has an existing proprietary interest in.

[32] The Plaintiff applies the principles set out in **Westdeutsche Landesbank Girozentrale v Islington London Borough Council**

[1996] AC 669 ('**Westdeutsche**') which held that when property is obtained by fraud, equity imposes a constructive trust on the fraudulent recipient. This is so that the property is recoverable and traceable in equity:

“I agree that the stolen moneys are traceable in equity. But the proprietary interest which equity is enforcing in such circumstances arises under a constructive, not a resulting, trust. Although it is difficult to find clear authority for the proposition, when property is obtained by fraud equity imposes a constructive trust on the fraudulent recipient: the property is recoverable and traceable in equity. Thus, an infant who has obtained property by fraud is bound in equity to restore it: *Stocks v. Wilson* [1913] 2 K.B. 235, 244; *R. Leslie Ltd. v. Sheill* [1914] 3 K.B. 607. Moneys stolen from a bank account can be traced in equity: *Bankers Trust Co. v. Shapira* [1980] 1 W.L.R. 1274, 1282C-E: see also *McCormick v. Grogan* (1869) L.R. 4 H.L. 82, 97.”

[33] The English High Court decision of **AA v Persons Unknown** [2020] 4 WLR 35 at [61] – [62] sets out the three elements for the grant of a proprietary injunction, which are:

- (i) that the claimant has shown that there is a serious issue to be tried on the merits;
- (ii) that the balance of convenience is in favour of granting an injunction; and
- (iii) that it is just and convenient to grant the injunction.

[34] In my judgment, the Plaintiff has satisfied the grounds for a proprietary injunction against the proposed 3rd and 4th Defendants.

(i) Serious Issue to be Tried for Proprietary Injunction

[35] The 2nd Defendant has wrongfully dissipated the Plaintiff's Monies by transferring them to different bank accounts, including accounts belonging to and/or controlled by the proposed 3rd and 4th Defendants. There is a serious issue to be tried for the Plaintiff to recover those monies.

[36] Dishonest assistance is claimed since the proposed 3rd Defendant who was the original owner and founder of Premier Outlook. The evidence suggests that proposed 3rd Defendant then handed over ownership of Premier Outlook over to the 2nd Defendant.

[37] However, there is no evidence that Premier Outlook ever carried on any business. The premise at its registered business address is empty. There are serious questions regarding the proposed 3rd Defendant having dishonestly assisted in creating the Premier Outlook entity in order for it to be a vehicle to carry out the fraud.

[38] Knowing receipt is also claimed against the proposed 3rd Defendant since part of the Plaintiff's Monies was transferred to the proposed 3rd Defendant.

[39] As regards the proposed 4th Defendant, on 30.10.2020, the proposed 4th Defendant had received the RM50,000.00 which is part of the Plaintiff's Monies. There is a serious issue to be tried that the proposed 4th Defendant knew that this RM50,000.00 was obtained through illegitimate means. It is unlikely for it to be a

genuine business transaction since Buraq Logistics Enterprise's business licence had long expired since 28.6.2019.

[40] Following Westdeutsche, the Plaintiff asserts a constructive trust claim over the Plaintiff's Monies. As the Plaintiff's Monies can now be traced to the transfers made to the proposed 3rd and 4th Defendants, there are serious issues to be tried that the Plaintiff's proprietary interest should be preserved by this proprietary injunction.

(ii) Balance of Convenience in Favour of Proprietary Injunction

[41] The balance of convenience is in favour of the grant of the proprietary injunction. These are the Plaintiff's Monies that were paid out under a false premise and wrongfully transferred to the proposed 3rd and 4th Defendants. These monies should be enjoined pending the determination of the full Writ action.

(iii) Just and Convenient

[42] I agree with learned counsel for the Plaintiff that in the circumstances above, it is just and convenient to grant the proprietary injunction.

Grant of a Mareva Freezing Injunction

[43] As set out by Mohamed Azmi SCJ in the Supreme Court case of Aspatra Sdn Bhd & 21 Others v Bank Bumiputra Malaysia Bhd

& Anor [1988] 1 MLJ 97, there are three elements for the grant of a Mareva freezing injunction:

- (i) The applicant must show that it has a good arguable case;
- (ii) That the defendants have assets within jurisdiction; and
- (iii) That there is a risk of the assets being removed before judgment could be satisfied.

[44] Again, these elements have been satisfied.

(i) Good Arguable Case for Mareva Freezing Injunction

[45] There is a good arguable case that the Plaintiff has a cause of action against the proposed 3rd and 4th Defendants on grounds of knowing receipt and/or dishonest assistance.

(ii) Assets Within the Jurisdiction

[46] The proposed 3rd Defendant is a Malaysian citizen with a Malaysian residential address. He has a Hong Leong bank account and RM 250,000.00 of the Plaintiff's Monies was transferred into it. Therefore, he is likely to have assets in the jurisdiction, such as monies in his bank account.

[47] The proposed 4th Defendant is a Malaysian citizen with a Malaysian residential address, and he is also the sole proprietor of Buraq Logistics. Therefore, he is likely to have assets in the jurisdiction personally and/or by virtue of his business.

(iii) Risk of Dissipation of Assets and Lack of Probity

[48] The suspicious circumstances in relation to the transfer of Plaintiff's Monies to the bank accounts belonging to and/or controlled by the proposed 3rd and 4th Defendants disclose a real risk of dissipation of assets. There is also a lack of probity tainting these transactions. These suspicious circumstances include:-

- (i) On 30.10.2020, the 2nd Defendant had dissipated the Plaintiff's Monies almost instantaneously to four different bank accounts after the Plaintiff's Monies were transferred into Premier Outlook's Bank Account;
- (ii) The 3rd Defendant is the former owner of Premier Outlook. He set up Premier Outlook before passing the company on to the 2nd Defendant. According to the Plaintiff's investigation, Premier Outlook does not even exist at its registered business address and is likely a non-existent or non-functioning company. Further, the 2nd Defendant transferred the RM 250,000.00 from the Plaintiff's Monies to the proposed 3rd Defendant's Hong Leong Account for questionable "commission services"; and
- (iii) The 4th Defendant's business, being Buraq Logistics, has ceased its business since 28.6.2019. Its business licence had expired. Yet, the 2nd Defendant transferred the RM 50,000.00 from the Plaintiff's Monies into Buraq Logistics' CIMB Account seemingly for "exchange services". It appears that this transaction is not bona fide and that there is a lack of probity.

[49] When assessing whether there is a risk of assets being removed, a lack of probity and honesty can be determinative in concluding that there is such a risk of dissipation as stated in the Court of Appeal decision in Ang Chee Huat v Engelbach Thomas Joseph [1995] 2 MLJ 83.

[50] As the suspicious circumstances above show that the proposed 3rd and 4th Defendants are closely connected to the fraud, the proposed 3rd and 4th Defendants would not hesitate to preserve their self-interests by moving their assets out of reach once they have knowledge of these proceedings if they are not restrained by the Mareva injunction being sought.

Compliance with Order 29 Rule 1(2A) of the Rules of Court 2012

[51] The Plaintiff has met the requirements under Order 29 Rule 1(2A) of ROC 2012.

[52] In compliance with Order 29 rule 1(2A)(a) and (b), the affidavit in support sets out the facts giving rise to the claim and the injunctions application.

[53] In compliance with Order 29 rule 1(2A)(c), the reason why this application is fixed on an *ex parte* basis is because the proposed 3rd and 4th Defendants are likely to hide or dissipate assets, or become flight risks should notice of this application be given to them. Given the suspicious circumstances and the involvement of the proposed 3rd and 4th Defendants in the Fraud, no notice of this application has been given to them.

[54] In compliance with Order 29 rule 1(2A)(d), the Plaintiff has set out possible answers that may be asserted by the proposed 3rd and 4th Defendants and the Plaintiff's responses:-

Proposed 3rd Defendant

- (i) The proposed 3rd Defendant may assert that the payment was made for a genuine business transaction made between him and Premier Outlook. However, Premier Outlook does not exist at its registered business address and appears to be a non-existent or non-functioning company. Therefore, it is highly unlikely for the proposed 3rd Defendant to have conducted any genuine business transactions with Premier Outlook.

Proposed 4th Defendant

- (i) The proposed 4th Defendant may assert that the payment was made for a genuine business transaction made between Premier Outlook and Buraq Logistics. However, Premier Outlook does not exist at its registered business address and appears to be a non-existent or non-functioning company. In addition, Buraq Logistics had ceased carrying on any business by 28.6.2019 as its business registration had expired. Therefore, it is highly unlikely for Buraq Logistics to have conducted any genuine business transactions with Premier Outlook.

- (ii) The proposed 4th Defendant may further assert that he was unaware of the 2nd Transfer being made into Buraq Logistics' CIMB Account. However, the proposed 4th Defendant, being the sole proprietor of Buraq Logistics, must have had control and knowledge over the bank account at the material time of receipt of payment.

[55] The Plaintiff also confirmed that there is no other similar application made to another Judge.

[56] Finally, in compliance with Order 29 rule 1(2A)(g), the Plaintiff has set out the precise reliefs in the affidavit in support and the notice of application for the Mareva and proprietary injunctions under Enclosure 56.

Enclosure 57 – Application for a self-identification order

[57] Enclosure 57 is the Plaintiff's application for a self-identification Order, also known as a 'Spartacus' or 'I am Spartacus' Order, against the 1st Defendant – being persons unknown. A self-identification Order is an Order requiring the persons unknown to identify himself/herself and to provide an address for service.

[58] In the English High Court case of **PML** v **Person(s) Unknown** [2018] EWHC 838 (QB) ('**PML**'), the purpose of the self-identification order is so that if the plaintiff were to succeed in its claim, such an order is necessary to ensure that the plaintiff's remedies are to be effective. In **PML**, unknown hackers had hacked and stolen a large amount of data. The unknown hackers

then blackmailed the plaintiff to pay money in order for the data to be returned. The Court granted a self-identification order against the unknown hacker defendants and Justice Nicklin explained at [17]:

“17. ... Such an order is necessary if, in the event of success in the claim, the remedies to which the claimant would be entitled are to be effective. Of course, a defendant may disobey and not comply with a self-identification order as well as the non-disclosure order. But it cannot be assumed that all defendants will choose defiance. Few defendants can remain confident that they will ultimately manage to evade identification. If they fail, punishment for contempt of court would then loom large.”

[59] The Court also went on to explain that in another case of **NPV v QEL & Another** [2018] EWHC 703 (QB) also involving an anonymous blackmail case, the self-identification order was made against the anonymous second defendant. The second defendant complied with the order and provided his name and address for service.

[60] In **CMOC Sales & Marketing Limited v Persons Unknown and 30 others** [2018] EWHC 2230 (Comm), the Court had also observed that the courts often granted self-identification orders against unidentified defendants at [185] and [186]:

“185. Finally, I note that in the Media and Communications list of the Queen’s Bench Division, it’s not uncommon to have injunctions granted against persons unknown who have been involved in gaining unauthorised access to claimants’ IT

systems and thus their data. They then obtain a substantial amount of information which they threaten to publicise unless they were paid a ransom ...

186. Indeed, in that list the court often grants self-identification orders requiring the unidentified defendant to identify themselves and provide an address for service.”

[61] In this case, the self-identification Order would place an advertisement in *Berita Harian* of a Notice against the 1st Defendant (being the Persons Unknown). The Notice would alert the Persons Unknown of the Order for them to self-identify within seven days of the advertisement and failing which, they risk committal proceedings.

[62] In this case, the web of potential defendants is growing wider. Originally, the 2nd Defendant was the recipient of the Plaintiff's Monies. Next, the money trail has led to the proposed 3rd and 4th Defendants. The self-identification Order is necessary so that if the Plaintiff is successful in its current suit, the Plaintiff's proprietary remedies are to be effective against these other Persons Unknown. The Plaintiff's Monies also appear to remain within Malaysian bank accounts and Malaysian jurisdiction. Hence, the self-identification advertisement in Malaysia can be effective to alerting the Persons Unknown to reveal themselves.

[63] Although the cases granting a self-identification order cited involved blackmailing and threat of publication of confidential or sensitive information, I find the principles equally applicable in the

present circumstances which involved fraud and persons hiding behind the fraud.

Enclosure 58 – Substituted service on the 2nd Defendant

[64] Order 62 Rule 5(1) of the ROC 2012 provides that the Court may make an order for substituted service of a document requiring personal service if personal service is impracticable.

[65] At present, the Plaintiff is filing fresh interlocutory applications to, among others, amend the Writ and Statement of Claim to add the proposed 3rd and 4th Defendants as additional parties to this suit. It is therefore necessary for the Plaintiff to serve these relevant cause papers on the 2nd Defendant. Nonetheless, it is impractical to effect personal service of the cause papers on the 2nd Defendant for the reasons below.

[66] On 23.12.2020, the Plaintiff filed an application for substituted service on the 2nd Defendant by way of advertisement and by leaving a copy of the cause papers at the 2nd Defendant's last known address.

[67] As stated in the affidavit in support of the application, the 2nd Defendant had been in contact with the Plaintiff's solicitors and was aware of the current proceedings against him. Despite having scheduled multiple appointments with the Plaintiff's solicitors for the service of the cause papers, the 2nd Defendant failed to turn up on all occasions and told the Plaintiff that he had left state for work.

[68] On 29.12.2020, the Plaintiff obtained an order for substituted service on the 2nd Defendant. The cause papers were then duly advertised and left at the 2nd Defendant's address at No. 27, Jalan 9, Taman Sri Indah, 45600 Bestari Jaya, Selangor, Malaysia.

[69] To date, more than a month has lapsed since the deemed date of service of the relevant cause papers on the 2nd Defendant. However, the 2nd Defendant has refused to enter appearance or make any form of contact with the Plaintiff's solicitors.

[70] The Singapore High Court in **BNP Paribas (aka Banque National De Paris) v Polynesia Timber Services Pte Ltd** [2002] 1 SLR(R) 539 held that substitution of service may be ordered if circumstances are such as to render personal service, within or out of the jurisdiction impracticable, for the defendant avoids such service. The inference is made when evidence shows that the defendant was unavailable because he knew that an action was being taken against him.

[71] Given the circumstances above, the 2nd Defendant is likely to be evading service after being aware of this suit against him. Therefore, this application for substituted service should be allowed as it would be impractical for the Plaintiff to effect personal service of the cause papers. Further, the 2nd Defendant would not be prejudiced by the substituted service as he already has knowledge of this suit.

Conclusion

[72] Accordingly, this Court grants to the Plaintiff an order in terms of the prayers set out in Enclosures 5 seeks an order in terms of the Enclosures 53, 56, 57 and 58.

Dated: 13 February 2021

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(ONG CHEE KWAN)

Judicial Commissioner

High Court of Malaya, Kuala Lumpur,

Commercial Division, NCC2.

COUNSEL:

1. Mr. Lee Shih together withy Ms. Pang Huey Lynn for Plaintiff
(Messrs. Lim Chee Wee Partnership (Kuala Lumpur))
2. Mr. Eng Kar Wei for Intervener
(Messrs. Azim, Tunku Farik & Wong (Kuala Lumpur))

CASE REFERENCE:

1. Zschimmer & Schwarz GmbH & Co KG Chemische Fabriken v
Persons Unknown & Anor [2021] 7 MLJ 178
2. Yamaha Motor Co. Ltd v. Yamaha (M) Sdn. Bhd. & Ors [1983] 1
MLJ 213

3. Westdeutsche Landesbank Girozentrale v Islington London Borough Council [1996] AC 669
4. AA v Persons Unknown [2020] 4 WLR 35
5. Aspatra Sdn Bhd & 21 Others v Bank Bumiputra Malaysia Bhd & Anor [1988] 1 MLJ 97
6. Ang Chee Huat v Engelbach Thomas Joseph [1995] 2 MLJ 83
7. of PML v Person(s) Unknown [2018] EWHC 838 (QB)
8. NPV v QEL & Another [2018] EWHC 703 (QB)
9. CMOC Sales & Marketing Limited v Persons Unknown and 30 others [2018] EWHC 2230 (Comm)
10. BNP Paribas (aka Banque National De Paris) v Polynesia Timber Services Pte Ltd [2002] 1 SLR(R) 539

LEGISLATION REFERENCE:

1. Order 15 Rule 6(2)(b); Order 20 Rule 5; Order 29 Rule 1(2A) and Order 62 Rule 5(1) of the Rules of Court 2012