

**IN THE HIGH COURT OF MALAYA AT KUALA LUMPUR
IN THE STATE OF FEDERAL TERRITORY OF KUALA
LUMPUR, MALAYSIA
(COMMERCIAL DIVISION)
CIVIL SUIT NO.: WA-22NCC-609-09/2024**

BETWEEN

- 1. CHAN KAH LON**
(NRIC NO.: 721016-01-5531)
 - 2. CHAN SEE MAI**
(NRIC NO.: 710619-01-5078)
- ...PLAINTIFFS**

AND

- 1. CHIN JIA YEE**
(NRIC NO.: 820926-05-5560)
 - 2. CHIN THIEN CHOY**
(NRIC NO.: 560713-05-5155)
 - 3. GIRONA VETERINARY SDN. BHD.**
[COMPANY NO.: 201101040162 (968284-U)]
 - 4. SOLE BIZ SDN. BHD.**
[COMPANY NO.: 201701006784
(1220949-K)]
- ...DEFENDANTS**

GROUND OF JUDGMENT

- [1] This judgment concerns an interlocutory application seeking leave to amend pleadings and join additional parties to ongoing civil proceedings. The application arose from a complex commercial dispute involving allegations of conspiracy, fraud, and abuse of court process in connection with the winding-up of a company.



- [2] The plaintiffs sought to join a wound-up company as a nominal defendant and to add a law firm together with its partners as defendants, alleging their participation in a conspiracy to defraud and injure the plaintiffs through manipulation of court documents and abuse of legal proceedings.
- [3] The Defendants vigorously opposed the application on multiple grounds, including allegations of bad faith, inordinate delay, lack of proper legal basis, and absence of credible evidence supporting the conspiracy claims. The matter required careful consideration of established legal principles governing amendments to pleadings, joinder of parties, and the essential elements required to establish conspiracy liability in commercial litigation.

BACKGROUND FACTS

- [4] The present application arises in Civil Suit No. WA-22NCC-609-09/2024 commenced on 10.9.2024 in the High Court of Malaya at Kuala Lumpur. The Plaintiffs are Chan Kah Lon ("**P1**") and Chan See Mai ("**P2**"). The Defendants are Chin Jia Yee ("**D1**"), Chin Thien Choy ("**D2**"), Girona Veterinary Sdn Bhd ("**D3**") and Sole Biz Sdn Bhd ("**D4**").



- [5] The action was initiated with the filing of the Statement of Claim on 10.9.2024, followed by an Amended Writ filed on 18.9.2024.
- [6] D1 filed a defence and counterclaim on 30.10.2024, followed by D2's statement of defence and counterclaim on 2.12.2024. Subsequently, various replies and amended pleadings were filed between December 2024 and February 2025.
- [7] The central factual matrix involves Scalenus Sdn Bhd ("**Scalenus**"), a company in which the Plaintiffs claim beneficial interests as shareholders. On 29.3.2023, a cover letter was purportedly prepared and served in connection with Sessions Court Civil Suit No. WA-A52NCVC-252-03/2023 ("**Suit 252**"). This cover letter, dated 29.3.2023, was signed by Yvonne How, a partner of the law firm MHH ("**MHH**"), and used to serve the statement of claim in Suit 252 on Scalenus.
- [8] On 13.4.2023, a default judgment was entered against Scalenus in Suit 252. Subsequently, on 10.5.2023, D3 filed a winding-up petition against Scalenus in the High Court of Kuala Lumpur under Company Winding-Up No. WA-288NCVC-414-05/2023 ("**Petition 414**"), claiming that Scalenus owed RM158,189.00 based on the default judgment from Suit 252. MHH represented D3 in Petition 414.



- [9] A winding-up order was made against Scalenus on 29.11.2023. D2, who was a director of Scalenus, acknowledged receipt of the court papers for both Suit 252 and Petition 414 according to the affidavits of service filed in those proceedings.
- [10] On 24.2.2025, the Plaintiffs filed the present Amendment Application seeking to amend the Amended Writ dated 18.9.2024 and Statement of Claim dated 10.9.2024. The application seeks to join Scalenus as the 8th Defendant, and MHH together with its partners Yvonne How and Nor Hospera Roswina Binti Nordin as the 5th, 6th and 7th Defendants respectively.
- [11] The liquidator of Scalenus has indicated no objection to the application to join Scalenus as a party to the proceedings. A related leave application has been filed in Kuala Lumpur High Court Post Winding-Up Suit No. WA-28PW-757-12/2024 ("**Suit 757**") seeking leave to proceed against the wound-up company.

The Plaintiffs' Application in Enclosure 91

- [12] The Plaintiffs's application in Enclosure 91, being a Notice of Application to Amend the Amended Writ dated 18.9.2024 and Statement of Claim dated 10.9.2024, pursuant to Order 15 Rule 6, Order 20 Rule 5 and/or Order 92 Rule 4 of the Rules of Court 2012.



- [13] The Plaintiffs seek to join four additional parties as defendants to the proceedings. First, they seek to join Scalenus as the 8th Defendant in a nominal capacity. The Plaintiffs clarify that they do not seek any direct relief against Scalenus, but rather its joinder is necessary to ensure that any declaratory reliefs granted by the court would be binding upon Scalenus and to ensure the effectiveness and completeness of any court orders.
- [14] Second, the Plaintiffs seek to join MHH as the 5th Defendant. This law firm acted as solicitors for D3 in Suit and Petition 414. Third and fourth, the Plaintiffs seek to join Yvonne How as the 6th Defendant and Nor Hospersa Roswina Binti Nordin as the 7th Defendant, both being partners of MHH at the material time.
- [15] The application seeks various amendments to the Amended Writ and Statement of Claim as detailed in Annexure A and Annexure B to Enclosure 91. These amendments include factual corrections such as adjusting the payment amount from RM300,000.00 to RM350,000.00 for the sale of P1's shares to D1, rectifying typographical errors, and particularising P1's personal items placed in D3's office.
- [16] The amendments also include evidence-based additions, particularly the inclusion of signature evidence from letters dated 4.4.2016 and 17.2.2016 that demonstrate identical signatures on the disputed Authorisation Letter dated 17.2.2016. Further amendments seek to elaborate on facts



already pleaded, consistent with Affidavits of Service filed in the related proceedings, and to include conspiracy allegations against the newly joined defendants based on technical tampering of documents and abuse of court process.

[17] The Plaintiffs argue that the joinder of Scalenus is necessary because the declaratory reliefs sought directly affect the company, while the joinder of MHH and its partners is required due to their alleged active participation in the conspiracy through technical tampering of documents and abuse of court process. They submit that all proposed parties arise from the same series of transactions and involve common questions of law and fact, making their joinder both necessary and proper for the complete adjudication of the dispute.

[18] The Plaintiffs pray that Enclosure 91 be allowed with costs, submitting that the application is necessary in the interest of justice to ensure all issues arising from the facts and circumstances are properly placed before the court for full and final adjudication.

SUMMARY OF PARTIES' SUBMISSIONS

The Plaintiffs' Submissions

[19] The Plaintiffs sought leave to amend their pleadings to join additional parties, namely Scalenus as the 5th Defendant



and MHH and its partners as the 6th and 7th Defendants respectively. The Plaintiffs contended that their amendment application was made bona fide and without undue delay, as pleadings had not yet closed at the time of filing on 21.2.2025. They emphasised that the proposed amendments were merely elaborative and clarificatory in nature, serving to supplement existing facts already pleaded rather than introducing entirely new causes of action.

- [20] Central to the Plaintiffs' case was their allegation of a conspiracy involving abuse of court process. They presented technical evidence regarding a purported cover letter dated 29.3.2023 that was used to serve court documents on Scalenus in Suit No. 252. The Plaintiffs demonstrated that when examining this cover letter using basic PDF reader software, only the date "29.3.2023" could be selected as text while the remainder of the document appeared as a static scanned image. This selectability characteristic, they argued, indicated that the date had been digitally inserted after the document was originally scanned, constituting deliberate tampering with a court exhibit. The Plaintiffs distinguished this from other PDF documents by explaining that the cover letter was a scanned document where only the date portion showed signs of post-scanning digital insertion, unlike natively generated digital PDFs where all content would be uniformly selectable.



[21] Regarding the joinder of Scalenus, the Plaintiffs addressed the Defendants' argument about requiring leave from the winding-up court arguing that when a company in liquidation is joined merely as a nominal defendant without fastening liability upon it, no leave from the winding-up court is required. They highlighted what they characterised as contradictory positions taken by D3, who argued for the need for leave in the main suit while taking the opposite stance in separate post-winding-up proceedings. The Plaintiffs submitted that this represented a clear case of approbation and reprobation.

[22] The Plaintiffs argued that MHH's conduct transcended merely acting on client instructions, asserting that the firm actively participated in the alleged conspiracy through the preparation, signing, and filing of documents with observable digital manipulation. They emphasised that the cover letter in question was generated, exhibited and filed by MHH themselves, not by their client, thereby raising a prima facie inference of manipulation by the firm. The Plaintiffs maintained that questions regarding MHH's knowledge and involvement were factual issues to be determined at trial rather than at the interlocutory stage.

The Defendants' Submissions (D1, D3 and D4)

[23] D1, D3 and D4 vigorously opposed the amendment application on multiple grounds. They argued that the application was made mala fide and constituted an abuse of



court process, characterising it as an attempt to oppress the Defendants through prolonged litigation and increased costs. They contended that there had been inordinate delay in filing the application, noting that the Plaintiffs had waited six months before seeking to join the additional parties despite having knowledge of the relevant facts from the outset.

[24] Regarding the joinder of Scalenus, the Defendants submitted that leave should first be obtained from the winding-up court, despite acknowledging that the liquidator had filed an affidavit stating no objection to the application. They argued that the application was premature or misconceived in law due to the absence of such leave. More fundamentally, they contended that if the Plaintiffs' case was that the Defendants had conspired to cause injury to Scalenus, then logically Scalenus should be named as a plaintiff rather than a defendant, particularly since no actual relief was sought against Scalenus itself.

[25] Concerning MHH's involvement, D1, D3 and D4 emphasised that the firm and its partners had merely acted upon instructions from their client to commence legal action against a debtor company. They stressed that at the material time, MHH did not know the identity of the persons behind Scalenus and therefore could not have conspired against individuals they were unaware of. They highlighted an apparent inconsistency in the Plaintiffs' position, noting that P1 had consistently maintained in other proceedings



that he had no interest in Scalenus, questioning how solicitors could conspire against someone who claimed no interest in the company and whose identity was unknown to them.

[26] D1, D3 and D4 challenged the Plaintiffs' tampering allegations by conducting their own technical demonstration, showing that PDF documents downloaded from the e-filing system commonly exhibited varying selectability characteristics, with some parts being highlightable while others were not. They argued that this was a normal feature of PDF documents that combined scanned images with text, and that the mere fact that certain portions could be highlighted did not necessarily indicate tampering. They criticised the Plaintiffs for failing to provide expert evidence to support their serious allegations of document manipulation, characterising the claims as mere speculation without proper evidentiary foundation.

[27] D1, D3 and D4 also pointed to the fundamental fact that service had been admitted by D2, who was a director of Scalenus and had legal capacity to accept service on behalf of the company. They noted that no action had been taken to set aside the default judgment in the Sessions Court, no appeal had been filed against that decision, and similarly no appeal had been filed against the winding-up order. They emphasised that winding-up proceedings had mandatory publication requirements, including advertisement in



newspapers and the gazette, thereby negating any suggestion of concealment.

Additional Arguments and Responses

[28] During oral submissions, fresh arguments emerged that had not been fully developed in the written pleadings. The Plaintiffs emphasised the impossibility of serving documents simultaneously at two different locations at 3:00 PM, highlighting practical impossibilities in the alleged service. They also made strong submissions about expected professional standards for solicitors, arguing that standard practice would not involve digitally adding dates to scanned documents after the fact.

[29] D1, D3 and D4 responded by clarifying that the D1 and D4 had never been parties to the post-winding-up proceedings and therefore could not have taken inconsistent positions in those proceedings, while acknowledging that D3 had been a party to such proceedings. They maintained their position that the application served no legitimate purpose beyond prolonging litigation.

[30] Both parties addressed various procedural and evidential matters, with the Plaintiffs asserting that the proposed amendments would ensure all material facts relevant to the dispute were properly pleaded before the court, while D1, D3 and D4 maintained that the amendments would cause



prejudice and that the application was fundamentally misconceived both factually and legally.

ANALYSIS AND FINDINGS

Joinder of Scalenus as Nominal Defendant

[31] The Plaintiffs submitted that no leave from the winding-up court is required when joining a company in liquidation merely as a nominal defendant. They argued that where no liability is intended to be fastened on the company or its assets, leave of court is not required. The Plaintiffs contended they sought to join Scalenus merely to ensure court orders would be binding.

[32] D1, D3 and D4 submitted that leave from the winding-up court is required before joining a company in liquidation, even as a nominal defendant. They argued the application is premature or misconceived because such leave has not been obtained. More fundamentally, they contended that if the Plaintiffs' case is that the current defendants conspired to cause injury to Scalenus, then logically Scalenus should be the plaintiff, not a defendant. They argued that several reliefs sought would directly benefit Scalenus, including declarations that the default judgment and winding-up order are invalid, and that Scalenus must be a plaintiff before it can seek any reliefs in its favour.



[33] Having carefully considered both parties' submissions and the authorities cited, I find that D1, D3 and D4's objections are well-founded and must succeed. The reliefs sought by the Plaintiffs, as pleaded in paragraphs 58.3 to 58.7 of the Statement of Claim, include declarations that the default judgment dated 13.4.2023 and the winding-up order are invalid, and orders to set aside both. These reliefs directly affect the winding-up proceedings and the status of Scalenus as a company in liquidation. The seeking of such reliefs cannot be characterised as merely nominal, as they would have substantive consequences for the winding-up process and the rights of creditors.

[34] The case of *Boardroom Advisory Sdn Bhd v Byard Spiral Mill Sdn Bhd* [2019] MLJU 1080 (High Court) relied upon by the Plaintiffs is distinguishable on its facts. In that case, the company was truly joined as a nominal defendant with no liability intended to be fastened upon it. Here, the reliefs sought would directly impact the legal status of Scalenus and the validity of court orders affecting it. This goes beyond the scope of nominal joinder and ventures into substantive relief that affects the company's position in the winding-up proceedings.

[35] The principle established in *Rozilawati bt Hj Basir v Nationwide Express Holdings Bhd & Ors* [2019] 2 MLJ 4 (High Court) is directly applicable. The specific reliefs pleaded (particularly the setting aside of the default judgment and winding-up order) are reliefs that would



directly benefit Scalenus as a corporate entity. These are not merely consequential benefits flowing from the vindication of shareholder rights, but direct corporate reliefs. If Scalenus is indeed the injured party, as the conspiracy allegations suggest, and if the reliefs sought would restore its corporate status and legal position, then Scalenus should properly be joined as a plaintiff seeking those reliefs, not as a nominal defendant.

- [36] For these reasons, I find that the application to join Scalenus as a nominal defendant is misconceived and must be dismissed. The reliefs sought are not merely nominal but would substantively benefit Scalenus as a corporate entity. If such reliefs are to be pursued, Scalenus should properly be joined as a plaintiff, not as a defendant.

Joinder of MHH and its Partners as Defendants

- [37] The Plaintiffs submit that the joinder of MHH, Yvonne How and Nor Hespera Roswina Binti Nordin as 5th, 6th and 7th Defendants respectively is necessary pursuant to Order 15 Rule 6(2)(b) of the Rules of Court 2012. They contend that MHH's conduct transcends the duties of mere solicitors acting on instructions and constitutes affirmative conduct that materially facilitated an alleged conspiracy. Specifically, they allege that MHH knowingly participated in a conspiracy by preparing, signing and filing a purported cover letter dated 29.3.2023 containing observable digital tampering.



They argue this conduct demonstrates knowing participation in a scheme to deceive the court.

[38] D1, D3 and D4 oppose the joinder application on multiple grounds, submitting that it constitutes an abuse of process filed mala fide due to purported ill-feelings harboured by P1 towards MHH. They argue there was inordinate delay of six months in filing the application and that MHH merely acted upon client instructions, owing no duty to the Plaintiffs who were not MHH's clients. They further submit that essential elements of conspiracy cannot be established as MHH had no knowledge of the Plaintiffs' existence and no motive to conspire against unknown parties.

[39] Having carefully considered the submissions and authorities cited, I find that the Plaintiffs' application to join MHH and its partners as defendants must be dismissed for several compelling reasons.

[40] The legal principles are well-established and clearly distinguish between mere instructions and conspiracy participation. In *Belber Singh a/l Daulat Singh v Tetuan KK Lim & Associates* [2010] 4 MLJ 858 (High Court), the court held that solicitors are not liable when they merely act upon client instructions where there is a legal basis to do so. This principle was reinforced by the Federal Court in *Pushpaleela a/p R Selvarajah & Anor v Rajamani d/o Mevappa* [2019] 2 MLJ 553, where the court recognised policy considerations against imposing extensive duties of



care on solicitors, noting that “imposing such a duty require solicitors to assume that their clients are acting deceitfully and will put them in a position of potential conflict of interest.”

[41] The evidence presented fails to establish the requisite elements for conspiracy liability. In *Cubic Electronic Sdn Bhd v MKC Corporate & Business Advisory Sdn Bhd* [2016] 3 MLJ 797, the Court of Appeal articulated the four essential elements of conspiracy: (a) a combination or agreement between two or more individuals; (b) an intent to injure; (c) pursuant to which combination or agreement, and with that intention, certain acts were carried out; and (d) resulting loss and damage to the claimant. Critically, the Plaintiffs have failed to establish any credible evidence that these solicitors had knowledge of the identity of the persons behind Scalenus or participated in any conspiracy beyond carrying out their professional duties for their client. MHH had no knowledge of the Plaintiffs' interest in Scalenus, making allegations of intentional conspiracy inherently implausible.

[42] The technical evidence regarding alleged document tampering is speculative and unsupported by expert testimony. During the hearing, demonstrations revealed that PDF documents commonly exhibit varying selectability characteristics when combining scanned images with converted text documents. D1, D3 and D4 successfully demonstrated that documents downloaded from the e-filing



system frequently display similar characteristics. This is a normal feature of PDF documents that incorporate both scanned and digitally created elements, rather than evidence of tampering. The Plaintiffs failed to adduce expert evidence to support their tampering allegations, relying instead on speculation.

[43] In any event, service on Scalenus was valid through P2 as a director of the company. The Plaintiffs demonstrated inordinate delay in filing this application, waiting six months despite having pleaded full particulars from the outset. Additionally, the timing of this application, filed some six months after commencement and shortly before pleadings closed, raises concerns about the bona fides of the application. The timing coincides with changes in legal representation, supporting D1, D3 and D4's contention that this application is motivated by animosity rather than legitimate legal grounds. The requirements of Order 15 Rule 6(2)(b) are not satisfied as the Plaintiffs' claims against existing defendants can be fully adjudicated without joining MHH.

[44] To allow such claims would set a dangerous precedent that could undermine the proper administration of justice by exposing legal practitioners to conspiracy claims merely for acting on their clients' instructions. The courts should not permit their processes to be used for harassment of professional legal practitioners acting within their proper scope of retainer.



[45] For the foregoing reasons, I find that the Plaintiffs have failed to establish any proper basis for joining MHH and its partners as defendants. The application seeking to join them as 5th, 6th and 7th Defendants respectively is hereby dismissed.

Sufficiency of Conspiracy Pleadings and Validity of Amendments

[46] The Plaintiffs submitted that they have adequately pleaded the essential elements of conspiracy to defraud and that their proposed amendments were permissible under established legal principles. They argued that amendments should be allowed to clarify and provide further particulars of existing claims without fundamental departure from original pleadings, contending their pleadings go far beyond what was found lacking in that case. They emphasised that conspiracy by its nature is generally hatched in secret and can be proved by circumstantial evidence.

[47] D1, D3 and D4 submitted that the conspiracy pleadings are fundamentally deficient and fail to meet established legal standards. They argued that the essential elements of conspiracy are not satisfied. Most significantly, they questioned what conceivable motive MHH could have had to conspire against the Plaintiffs, noting there is no evidence the firm knew of the Plaintiffs' existence. They contended that the proposed amendments constituted an



impermissible change in the character of the suit and were made in bad faith with inordinate delay.

[48] Having carefully considered the submissions and examined the pleadings, I find that D1, D3 and D4's objections are well-founded and must be sustained. The conspiracy allegations, particularly against MHH and its partners, suffer from fundamental deficiencies that render them unsustainable at law.

[49] The case of *Yee Teck Fah v Lee Chee Meng & Anor* [2020] MLJU 1745 provides direct and compelling guidance. In that case, the High Court struck out conspiracy claims against a solicitor, holding that there was no particularisation as to the purported conspiracy pleaded, specifically: (a) when was the agreement between the defendants hatched; (b) what was the agreement and what was the intention of the agreement; (c) what were the purported overt acts of the defendants in pursuance of the agreement; and (d) how do the overt acts affect the plaintiff and result in injury to the plaintiff. The court found that the allegation raised for the first time in the statement of claim was clearly frivolous and intended to drag the solicitor into the dispute when at all times the solicitor was just doing his job.



[50] Applying these principles to the present case, the conspiracy pleadings against MHH and its partners are fundamentally flawed. Most critically, the Plaintiffs have failed to address the threshold question of motive: what conceivable motive could MHH have had to conspire against the Plaintiffs? The evidence shows that MHH had no knowledge of the Plaintiffs' existence and no connection to them whatsoever. The underlying suits were exclusively between D3 and Scalenus, with the Plaintiffs nowhere mentioned. This absence of any conceivable motive is fatal to the conspiracy claim.

[51] The proposed amendments seek to introduce MHH and its partners as defendants, fundamentally altering the character and complexity of these proceedings. While the Plaintiffs contend that the cause of action remains conspiracy to defraud, the practical effect transforms this from a commercial dispute into proceedings requiring detailed examination of professional conduct and legal ethics. The authorities, including *Taisho Company Sdn Bhd v Pan Global Equities Bhd & Anor* [1999] 1 CLJ 703 (Court of Appeal), establish that amendments should not fundamentally change the character of the suit into one of another and inconsistent character.



[52] The evidence demonstrates inexcusable delay and bad faith. The suit was commenced in September 2024, yet the Plaintiffs waited until February 2025 to seek joinder, representing a five-month delay. The authorities cited by D1, D3 and D4, including *Kumpulan Parabena Sdn Bhd & Anor v Dayana Mardawaty binti Awang Omar* [2017] MLJU 2423 (High Court), establish that such delay constitutes lackadaisical conduct.

[53] For the foregoing reasons, I find that the conspiracy pleadings are fundamentally deficient and the amendment application lacks merit. The application is dismissed with costs to mark the court's disapproval of such conduct.

Professional Standards and Technical Evidence

[54] The Plaintiffs argued that MHH's conduct fell below expected professional standards in document handling and court filings. They contended that standard practice would not involve digitally adding dates to scanned documents after the fact, and that the alleged digital tampering of the cover letter dated 29.3.2023 was questionable conduct indicating either that letters were not served or that there was something to hide. They submitted that technical evidence regarding PDF document characteristics could be demonstrated through observable characteristics, with clear visual differences between genuine and manipulated documents.



[55] D1, D3 and D4 submitted that the allegations of document tampering were unfounded and constituted mere speculation without proper expert evidence. They emphasised that none of the parties were computer experts and that if there was genuine evidence of tampering, expert testimony should have been provided. They demonstrated through technical evidence that PDF documents combining scanned images with text commonly exhibit different selectability behaviours, and that this did not necessarily indicate tampering. They argued there was no logical incentive for MHH to add a date to a cover letter, as the important issue was whether Scalenus received and accepted service of the writ.

[56] Having carefully considered the submissions and evidence presented, I find that the application to join MHH based on alleged professional misconduct must be dismissed.

[57] The law is well established regarding solicitor duties and liabilities. In *Mohamed Yusop Bin Abdul Wahab v American Express (M) Sdn Bhd* [2002] 6 MLJ 507, the High Court held that solicitors owe no duty of care to those who are not their clients, stating that if such a duty exists there would be a conflict between duties owed to the client and to the other side. This principle was reinforced by the Federal Court in *Pushpaleela*, which held that imposing such duty would require solicitors to assume clients are acting deceitfully and would create potential conflicts of interest.



[58] The technical allegations fail to meet the required standard. During the oral hearing, the court observed technical demonstrations regarding PDF selectability. D1, D3 and D4 successfully demonstrated that documents downloaded from the e-filing system commonly exhibit characteristics where some parts can be highlighted whilst others cannot, depending on whether they are scanned images or converted text. This is a common feature of PDF documents that combine scanned pages with converted Word documents. The observable characteristics the Plaintiffs point to can be explained by normal document processing methods used in legal practice.

[59] The Plaintiffs' allegations amount to mere speculation without proper expert support. There is no logical motive for MHH to engage in the alleged conduct, as there would be no incentive for a legal firm with no knowledge of who allegedly owned Scalenus to harm the Plaintiffs. The important issue in service of process is whether Scalenus received and accepted service of the writ, which is undisputed.

[60] The evidence establishes that P2, as a director of Scalenus, accepted service on behalf of the company. No action was taken to set aside the default judgment, nor was any appeal filed against the winding-up order. Where service is validly effected and no steps are taken to set aside default judgment, the regularity of proceedings is affirmed. As stated in *Belber Singh a/l Daulat Singh*, until judgments are



set aside by a court of competent jurisdiction, they remain valid regardless of the circumstances surrounding their procurement.

[61] In conclusion, the evidence establishes that MHH acted within the proper scope of their retainer as solicitors for D3. The allegations of professional misconduct are not supported by credible evidence and appear based on speculation regarding normal technical characteristics of PDF documents.

CONCLUSION

[62] For the foregoing reasons, the Plaintiffs' application in Enclosure 91 seeking to amend the Amended Writ dated 18.9.2024 and Statement of Claim dated 10.9.2024 is hereby dismissed in its entirety. The application to join Scalenus as the 8th Defendant fails as the reliefs sought are not merely nominal but would substantively benefit Scalenus as a corporate entity, requiring its proper joinder as a plaintiff rather than defendant. The application to join MHH and its partners as the 5th, 6th and 7th Defendants respectively is dismissed for want of any credible evidence of conspiracy, the absence of any conceivable motive for the alleged conduct, and the failure to establish the essential elements required for conspiracy liability. The conspiracy pleadings are fundamentally deficient and the amendment application lacks merit, being tainted by inordinate delay and bad faith. The court will not permit its



