

**DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR  
DALAM WILAYAH PERSEKUTUAN, MALAYSIA  
GUAMAN NO. WA-22NCVC-461-09/2017**

**ANTARA**

**VERVE SUITES MONT' KIARA MANAGEMENT CORPORATION**

**....PLAINTIF**

**DAN**

1. **INNAB SALIL**  
(No. Passport: 87222134)
2. **INNAB TRADE SDN. BHD.**  
(No. Syarikat: 1141143-P)
3. **UNG SU HOE**  
(No. K/P: 721120-08-6209)
4. **GO WEI KOK**  
(No. K/P: 840701-14-5045)
5. **RAJA ARSHAD BIN RAJA TUN UDA**  
(No. K/P: 461202-10-5727)
6. **SHEN JIAN HUI**  
(No. Passport: G29805524)
7. **MONG MENG WEI**  
(No. K/P: 800403-07-5185)
8. **NG GAIK KIAN**  
(810608-08-5482)
9. **UNG SU TIONG**  
(No. K/P: 680812-08-5663)

10. **MOK ZHI SEONG**  
(No. K/P: 820913-06-5747)
11. **NG KIM FONG**  
(No. K/P: 810506-01-5141)
12. **ORIENTAL GROUP INTERNATIONAL LIMITED**  
(No. Syarikat: 782337)
13. **CHEN MEI LING**  
(No. K/P: 740105-14-5526)
14. **TAN WYE CHUAN**  
(No. K/P: 841109-14-6449)
15. **LEE CHOR SENG**  
(No. K/P: 640305-08-5419)
16. **KAN SIAK HONG**  
(No. K/P: 661018-10-5977)
17. **JULIUS LIM WEE MING**  
(No. K/P: 771024-01-5609)
18. **LIM YIH SHENG**  
(No. K/P: 840303-10-5099)
19. **UNG SU EE**  
(No. K/P: 700701-08-5826)
20. **YEOH PHEE LEE**  
(No. K/P: 690312-08-5121)

...DEFENDAN-DEFENDAN

**DI DALAM KAMAR  
DI HADAPAN Y.A. HUE SIEW KHENG  
HAKIM  
DECISION  
(ENCLOSURE 114)**

1. Enclosure 114 is the Plaintiff's O.33 r.2 application for the following question to be tried before the trial of the matter i.e. –

*“Whether based on the pleadings filed by the parties herein, the Plaintiff's enforcement of House Rule (3) had violated s.70(5) of the Strata Management Act 2013 (the 2013 Act).*

2. This application is only against the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 11<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup> and 18<sup>th</sup> Defendants (**the Other Defendants**) as the rest of the Defendants cited in this suit have entered into settlement agreements with the Plaintiff, the Management Corporation (**MC**) of Verve Suites Mont Kiara.
3. In the event the question of law is resolved in favour of the Plaintiff, the Plaintiff applies for final judgment to be entered against the Defendants including the following reliefs:
  - i) That the Defendants herein and each of them are henceforth enjoined by an injunction to abide at all times by the House

Rule in Annexure B hereto of the Plaintiff governing the use of all and/or any of the residential units more particularly described in Annexure A in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara 50480 Kuala Lumpur;

ii) That the Defendants herein and each of them by themselves, their servants, agents, nominees or howsoever otherwise are henceforth enjoined and restrained by an injunction within seven (7) days from the date of the service of the order herein from: managing, maintaining, and/or operating all and/or any of the residential units more particularly described in Annexure A hereto in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur whether as tenant and/or owner(s) in whole or in part, in their own names, or as members of any limited liability company, partnership, or other corporate entity in such manner or condition as to violate the House Rules of the Plaintiff in Annexure B hereto and the applicable laws including municipal ordinance, code, statute, regulation or other provision related to the business of paid short term rental or hotel, and/or the conversion of residential dwelling unit(s) to a paid short term rental or similar transient use or tourist, or hotels;

iii) That the Defendants and each of them by themselves, their servants, agents, nominees or howsoever otherwise, are henceforth enjoined and restrained by an injunction within seven (7) days from the date of the service of the order herein

from: advertising, contracting for, booking and/or allowing, dealing with all and/or any of the residential units more particularly described in Annexure A in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur to be sued for business including paid short term rental and/or similar transient use or tourist, or hotels;

- iv) That the Defendants and each of them by themselves, their servants, agents, nominees or howsoever otherwise, are henceforth enjoined and directed by an injunction within seven (7) days from the date of the service of the order herein; to remove, all and/or any advertisement(s) and listings from all internet websites and other media whether or not directly controlled or maintained by the Defendants including klsuites.com and/or booking.com that offer the use the Defendants residential units more particularly described in Annexure A in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur for business including paid short-term rental and/or similar transient use or tourist, or hotels;
- v) The Defendants and each of them are henceforth do jointly and/or severally indemnify the Plaintiff in the event proceedings are taken by the Defendants of the House Rules and the applicable laws including for, all and/or any tax, GST payable, penalties, fines, compounds and/or against legal proceedings either civil or criminal;

- vi) The Defendants and each of them are henceforth do jointly and/or severally indemnify and reimburse the Plaintiff for all the additional increased costs and expenditures incurred by the Plaintiff in the maintenance, upkeep and security of the buildings in VERVE Suites including the common facilities therein;
- vii) That the Defendants herein and each of them or their servants, agents, nominees, privies and/or officers be forthwith restrained at all time and an interim injunction is hereby granted restraining the Defendants herein and each of them or their servants, agents, nominees, privies and/or officers from interfering with or preventing the Plaintiff or from attempting to interfere, frustrate, impede, annoy either directly or indirectly the Plaintiff from performing its statutory obligations under the Strata Management Act 2013; and
- viii) That a copy of any Order made herein be deposited with the Commissioner of Buildings, Kuala Lumpur for purposes of enforcement of any order herein.

4. The grounds given for this application are as follows –

- a) The Plaintiff is a management corporation incorporated pursuant to the Strata Titles Act, 1985 to maintain and manage a residential development known as “VERVE Suites” (the

"VERVE Suites") located at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur.

- b) Pursuant to a directive issued by the Commissioner of Building dated 18.11.2015 in an Extraordinary General Meeting (EGM) on 25.3.2017 the Plaintiff passed and adopted a resolution by an overwhelming majority for the continued prohibition of the use of the residential units in the VERVE Suites for business, including paid short-term rentals.
- c) Upon the adoption of the new House Rule, by letters dated 20.4.2017 and 21.8.2017 the Plaintiff informed all residents of the VERVE Suites including the Defendants herein to cease the use of their respective units in the VERVE Suites for the business of paid short-term rentals.
- d) Todate the Defendants have collectively and/or individually caused their respective units in the VERVE Suites to be turned into a hotel rooms with large numbers of guest coming to check in and check out with flurry of activities interfering with the security, quiet enjoyment and overall well being of the residents in the VERVE Suites

*Salient facts*

5. The Plaintiff is the MC of Verve Suites Mont Kiara and the 1<sup>st</sup> and 2<sup>nd</sup> Defendants (D1 and D2) are the tenants of the remaining Defendants who are registered unit owners of the condominium.
6. On 25.3.2017 the Plaintiff held an EGM to pass House Rule 3 which, amongst others, prohibited short-term rental of the units. It reads –

“3.0 Occupancy

3.1 Approved use of the Units

The unit shall be used only for the purpose of service suits and shall not be used for business or any other purpose (illegal or otherwise) which may be detrimental to the credibility of VERVE Suites Mont Kiara.

The use of any unit for short-term rental is prohibited. For the purpose of these rules, a short-term rental agreement shall be deemed unless proven otherwise if they fall within the following:

- i. Any stay for which a booking was made through services/applications/websites etc. such as Airbnb, booking.com, agoda.com, klsuits.com and other similar services;
- ii. Any stay for which a signed and stamped tenancy agreement has not been filed with VSMO and tenants registered and issued with access cards;
- iii. Any unit rented out with tenancy agreement that permits the tenant from subleasing the property.



Any breach of the above shall attract a penalty RM200 for each day the infringement continues. The Management reserves the rights to deactivate the access cards and barred the unit from facilities booking.

Any infringement found shall be deemed to be at minimum at overnight stay thus deemed as 2 days unless proven otherwise.

A unit owner shall be liable for the penalties incurred by his tenant if his tenant carries such activities as prohibited under these rules and shall be deemed notified of such charges if an email or sms has been sent to the address/number maintained in VSMO register.

All fines collected under this section shall be used for the effort to combat the prohibited practice of short-term rental."

- 7. An overwhelming majority of the residents present had voted for the House Rule No. 3.
- 8. The Plaintiff contends that House Rule 3 was passed solely to regulate, control, manage and administrate the use and enjoyment of the residential units and the common property of Verve Suites in matters relating to the safety, security and use of the individual units and to protect the common property.
- 9. The main focus of the House Rule 3 was to prohibit all forms of short term rental activities involving the use of the residential units as advertised on various internet platforms for tourists and vacationers seeking temporary accommodation and to put to a stop to the

commercial activity of short term rental by the unit owners and/or occupiers which is contrary to the applicable laws.

10. Despite being duly informed by the Plaintiff via letters of the enforcement of House Rule 3, the Other Defendants continued their business of renting out their units on short term to tourists and transient visitors with impunity and in total defiance and flagrant breach of the House Rule.
11. The Defendants being dissatisfied with the prohibition of short term rental by the Plaintiff, filed an action before the Strata Title Tribunal to challenge the validity of House Rule No. 3, particularly the provision which prohibits the short term rental on the ground that the said provision is in violation of s.70(5) of the Strata Management Act 2013 **(Act 757)**.
12. The Plaintiff, after having received the notice from the Strata Title Tribunal of the Defendants' action then, filed an injunction against the Defendants.
13. On 31.10.2017, the Plaintiff obtained an injunction order against the Defendant in respect of their short term rental activities.

*The Law*

14. This application is made under O.33 r.2 which allows for any question or issue arising in a cause or matter to be tried before, at or after the trial of the matter.
15. Parties are in consensus that this case is suitable for disposal by way of O.33 r.2 as the crux of the case is in respect of the validity of House Rule 3 *vis a vis* section 70(5) of Act 757.
16. It is the Other Defendants' position that House Rule 3 infringes s.70(5) as it restricts the proprietors' usage of the individual units.
17. The Defendants further argue that Act 757 merely empowers the Plaintiff as the MC to manage and maintain the common or limited common property and does not extend to the right of the Plaintiff to restrict or dictate as to the respective parcel owners' inherent right in dealing with their own property including but not limited to selling, renting or leasing their parcels and that House Rules should not be oppressive and unreasonable such that they will adversely affect the individual proprietor's rights.
18. It is also the Defendants' complaint that the MC had imposed too rigid a prohibition against subleasing and short term rental activity and that the MC had misused its power in deactivating the Defendants' access cards and barring the respective owners from any access.

19. More importantly, it is the Defendants' stand that no bylaws can restrict any "dealings" under s.70(5) of Act 757 wherein "dealing" is defined in s.5 of the National Land Code (NLC) as meaning "*any transaction with respect to alienated land effected under the powers conferred by Division IV*" and argue that such short term rental falls within the ambit of s.213 of the NLC as a "*tenancy exempt from registration*".

### FINDINGS

20. Section 70(5) of Act 757 provides –

S.70 (5) – No additional bylaw shall be capable of operating –

- (a) to prohibit or restrict the transfer, lease or charge or any other dealing with any parcel of a subdivided building or land; and
- (b) to destroy or modify any easement expressly or impliedly created by or under the Strata Titles Act 1985.

21. The Defendants assert that s.70(5) of Act 757 had been infringed by House Rule 3 as the effect of the House Rule was to prohibit the use of any unit for short term rental, which is in violation of s.70(5)(a), as the short term rental of the units falls within the ambit of "*any other dealing with any parcel of a subdivided building or land*".

22. Although "dealing" is not defined in Act 757, recourse can be had to the NLC which, by section 5, defined "dealing" as –

...any transaction with respect to alienated land effected under the powers conferred by Division IV, and any like transaction effected under the provisions or any previous land law, but does include any caveat of prohibitory order

23. Division IV of the NLC is captioned "*Alienated Lands: Dealings*". It covers dealings like transfers of land, transfers of leases and charges, sale of land, grants of easements and caveats (see s.205 – s.399).

24. Section 205 of the NLC provides –

205. (1) The dealings capable of being effected under this Act with respect to alienated lands and interests therein shall be those specified in Parts Fourteen to Seventeen, and no others.

whilst s.213 provides –

213. (1) In this Act "tenancy exempt from registration" means –  
(a) any tenancy or sub-tenancy for a term not exceeding three years granted pursuant to section 223;

25. The Defendants argue that by virtue of s.213, a short term rental falls within the meaning of "*a tenancy exempt from registration*" and as such, House Rule 3 by prohibiting any short term rentals has infringed s.70(5)(a) of Act 757.

26. With respect I cannot agree.
27. The short term rental activity that House Rule 3 seeks to prohibit is in respect of –
- i) any stay where booking of the unit is made online;
  - ii) any stay where no tenancy agreement has been filed with the management office of the condo and tenants are registered and issued with access cards; and
  - iii) any unit rented out with tenancy agreement that permits the tenants to further sublease the unit.
28. It cannot be denied that these short term rental guests especially those who have booked the units online are merely transient lodgers. The Airbnb terms of service in fact describes the booking by a guest as "a licence" as can be seen from a confirmed booking which carried the following term –
- "8.2.1:  
You understand that a confirmed booking of an Accommodation ("Accommodation Booking") is a limited licence granted to you by the Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Accommodation, in accordance with your agreement with the Host".

29. The Defendants' argument that the short term rentals should be considered as "a dealing" within the meaning of the NLC is to my mind, illogical and absurd as short term rental guests can more appropriately be described as akin to hotel guests. If every booking of a unit is a "dealing" within the meaning of the NLC and these bookings are tenancies exempt from registration would it then mean that a hotel is a "landlord" and its guests "tenants"?
30. The Defendants' "house guests" who have booked their units online are, in law, mere licensees who have been allowed to enter the licensor's (where the unit owner is referred to as the "Host") property for a consideration: they are not trespassers, neither do any proprietary rights pass to them. There is no landlord-tenant relationship between them for the Defendants to claim that these short term rentals are tenancies exempt from registration pursuant to s.213 of the NLC.
31. It is my view that the short term rental activities that the Defendants were, and continue to be, engaged in do not fall within the meaning of "any other dealing" of s.70(5)(a) of Act 757.
32. It must be borne in mind that Act 757 is a piece of social legislation regulating community living.
33. The whole framework of the Strata Management Act 2013 is to regulate and provide for the proper maintenance and management of buildings and common property and for related matters. The

legislators have seen it fit to allow the residents of such community the control, management, administration, use and enjoyment of the building or land as prescribed in Act 757 and the bylaws as prescribed by the regulations made thereunder.

34. By s.3 of Act 757, it is provided that the Strata Management Act 2013 shall be read and construed with the Strata Titles Act 1985 and the subsidiary legislation made thereunder.

35. "Management Corporation" is defined in Act 757 as "the management corporation which comes into existence under the Strata Titles Act 1985."

36. Section 39(1) of the Strata Titles Act 1985 provides –

39. (1) Upon the opening of a book of the strata register in respect of a subdivided building there shall, by the operation of this section, come into existence a management corporation consisting of all the parcel proprietors including in the case of phased development, the proprietor of the provisional block or blocks.

(emphasis added)

37. This means that the MC of Verve Suites comprise all the parcel proprietors of the condominium.



38. The duties and powers of the management corporation are set out in s.59. These include –

59. (1) The duties of a management corporation shall be as follows:

...

(h) to enforce the bylaws

(2) The power of the management corporation shall be as follows:

...

(j) To do all things reasonably necessary for the performance of its duties under this Act and for the enforcement of the bylaws.

39. In respect of bylaws, s.70(2) of Act 757 empowers the MC, by special resolution to make additional bylaws for –

(a) safety and security measures;

...

(g) behavior;

40. By virtue of s.70(2) House Rule 3 is an additional bylaw of Verve Suites.

41. Section 70(3) provides –

(3) The additional by-laws made under subsection (2) shall bind the management corporation and the proprietors, and any charge, lessee, tenant or occupier of a parcel to the same extent as if the additional by-laws –

- (a) had been signed or sealed by the management corporation, and each proprietor and each such charge, lessee, tenant or occupier, respectively; and
  - (b) contained mutual covenants to observe, comply and perform all the provisions of these additional by-laws.
42. Bearing in mind that House Rule 3 was voted in by the majority of the residents despite the Defendants' objections, and from the facts of this case it is clear that the short term rental activities of the Defendants had severely disrupted the peace and quiet of Verve Suites. The Plaintiff's pleadings and affidavits set out numerous incidents where the Defendants' house guests had misused the common facilities and caused a nuisance to the residents and compromised the safety and security measures, put in place by the MC by the cloning of the access cards.
43. Learned counsel for the Defendants had referred to an article entitled "*Parking, Parties and Pets: Disputes – the Dark Side of Community Living*" by one Dr. Lucy Craddle and had highlighted the author's view that "*by laws must not be oppressive or unreasonable*".
44. As observed by the author, in the last decade, community living has increased and with it, the ever present difficulties of living in very close proximity to one's neighbor.

45. This particular aspect of Act 757 being a piece of social legislation has taken cognizance of the common issues and problem encountered in community living, one of which is the establishment of the MC.
46. The MC, comprising the parcel proprietors themselves, has been tasked with the responsibility and power to, *inter alia*, make bylaws in respect of safety and security as well as restrict if necessary, the use of common property and behavior of the residents and guests (see s.70(2)(a),(b) and (g)).
47. It is not disputed that the parcel owners had signed a Deed of Mutual Covenants (**DMC**). I concur with the Plaintiff that the House Rules are in fact an extension of the negative and positive covenants in the DMC wherein the Defendants as the owners and/or the purchasers have full knowledge of all the prohibition contained therein, including conducting business through the use of the units in VERVE Suites. It is my view that the House Rule is consistent and in conformity with the terms of the DMC.
48. Additionally there is cogent evidence that the Defendants, in complicity with D1 and D2 as their agent, have breached the House Rule by engaging D1 and D2 to run the short term rental business by renting out their units to D1 and D2.
49. The tenancies merely camouflage the Defendants' objective of using their units for the business of short term rental by appointing D1 and

D2 as their agent responsible for advertising these units to the public at large in various social media which had effectively turned VERVE Suites into a commercial hotel. D1 and D2 had even imposed GST on these house guests.

50. It is clearly provided in paragraph 9(1) of the Strata Management (Maintenance & Management) Regulation 2015 that a proprietor shall not *use his parcel for any purposes, illegal or otherwise, which may be injurious to the reputation of the development area.*
51. The Defendants by renting out their units, through D1 and D2, to tourists and transients have compromised the safety and security measures that the MC had put in place, measures which are for the benefit of all the residents of Verve Suites.
52. To allow these units to be unlawfully converted for commercial use through D1 and D2 for the benefit of a few unit owners who have only their own monetary and mercenary benefits in mind is contrary to the House Rules and the Deed of Mutual Covenants. It is not an activity sanctioned by Act 757 and is a breach of the DMC and of the bylaws, specifically House Rule 3.
53. It is my view that House Rule 3 which is an additional by law within the meaning of s.70(2), is valid and enforceable and not in any way contrary to s.70(5) of Act 757. Neither is the bylaw oppressive or unreasonable as it serves to preserve the safety and security of all the residents of the condominium and to protect the common

property. This is a matter of paramount importance to all residents, particularly those living in close proximity to one's neighbour.

54. Neither does House Rule 3 run foul of Article 13 of the Federal Constitution because it does not in any way take away the Defendants' proprietary rights and interest over the property as they continue to enjoy unimpeded and undisturbed ownership of their property.
55. However, with regard to the imposition of fine, House Rule 3 provides for the imposition of a fine of RM200 for each day the infringement continues and that the fines collected shall be used for the effort to combat the prohibited practice of short term rental.
56. It is to be noted that s.70(2)(i) provides for the *imposition of fine not exceeding RM200 against any proprietor, occupant or invitee who is in breach of any of the bylaws.*
57. Paragraph 7(2) of the Strata Management (Maintenance & Management) Regulation 2015 provides that all fines imposed shall be a debt due to the MC and upon payment shall be deposited into the maintenance account.
58. It is clear that by imposing a fine of RM200 for each day the infringement continues, the MC is in violation of s.70(2)(i) which only allows for a fine of RM200 for a breach of any bylaw.

59. It is my view that a fine of RM200 can only be imposed for each infringement of the bylaws and not for each day the infringement continues and any fines collected has to be deposited into the maintenance account.
60. The answer to the question raised in Enclosure 114 is therefore in the negative i.e. the Plaintiff's enforcement of House Rule 3 does not violate s.70(5) of the Strata Management Act 2013.
61. I further find no merit in the issue raised by the Defendant in respect of the Plaintiff's deponent's authority as the deponent had deposed to the fact that he is the current Chairman of the MC and clearly authorized to depose the Affidavit in Support.
62. With respect to the issue of non-registration of House Rule 3, this was never raised in the Defences and it is trite law parties are bound by their pleadings.
63. Accordingly the Plaintiff's claim is allowed and the Defendant's counter claim dismissed with costs.
64. The following orders are allowed:
- (i) The Defendants herein and each of them, are henceforth enjoined by an injunction: to abide at all times by the House Rule in Annexure B hereto of the Plaintiff governing the use of all and/or any of the residential units more particularly

described in Annexure A in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur;


- (ii) The Defendants herein and each of them by themselves, their servants, agents, nominees or howsoever otherwise are henceforth enjoined and restrained by an injunction within seven (7) days from the date of the service of the order herein from managing, maintaining, and/or operating all and/or any of the residential units more particularly described in Annexure A hereto in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur whether as tenant and/or owner(s) in whole or in part, in their own names, or as members of any limited liability company, partnership, or other corporate entity in such as manner or condition as to violate the House Rules of the Plaintiff in Annexure B hereto and the applicable laws including municipal ordinance, code, statute, regulation or other provision related to the business of paid short term rental or hotel, and/or the conversion of residential dwelling unit(s) to a paid short term rental or similar transient use or tourist, or hotels;
- (iii) The Defendants and each of them by themselves, their servants, agents, nominees or howsoever otherwise, are henceforth enjoined and restrained by an injunction within seven (7) days from the date of the service of the order herein from: advertising, contracting for, booking and/or allowing, dealing with all and/or any of the residential units more

particularly No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur to be used for business including paid short term rental and/or similar transient use or tourist, or hotels;

- (iv) The Defendants and each of them by themselves, their servants, agents, nominees or howsoever otherwise, are henceforth enjoined and restrained by an injunction within seven (7) days from the date of the service of the order herein: to remove, all and/or any advertisement(s) and listings from all internet websites and other media whether or not directly controlled or maintained by the Defendants including klsuites.ocm and/or booking.com that offer the use the Defendants residential units more particularly described in Annexure A in the VERVE Suites at No. 8, Jalan Kiara 5, Mont' Kiara, 50480 Kuala Lumpur for business including paid short term rental and/or similar transient use or tourist, or hotels;
- (v) The Defendants and each of them are henceforth do jointly and/or severally indemnify the Plaintiff in the event proceedings are taken by the authorities against the Plaintiff for the violations by the Defendants of the House Rules and the applicable laws including for, all and/or any tax, GST payable, penalties, fines, compounds and/or against legal proceedings either civil or criminal; and
- (vi) Defendants herein and each of them or their servants agents nominees, privies and/or officers be forthwith restrained at all



time and an interim injunction is hereby granted restraining the Defendants herein and each of them or their servants, agents, nominees, privies and/or officers from interfering with or preventing the Plaintiff or from attempting to interfere, frustrate impede, annoy either directly or indirectly the Plaintiff from performing its statutory obligations under the Strata Titles Management Act 2013.

  
(HUE SIEW KHENG)  
Judge  
High Court Malaya  
Kuala Lumpur


Date: 28 September 2018

**PEGUAMCARA / PEGUAMBELA**

Shahabudin Shaik Alaudin bersama Nur Fateha binti Abd Ghani, Rosnida Faiz Kamal (Pelatih Dalam Kamar) dan Siti Nurazwani (Pelatih Dalam Kamar) (Tetuan Shahabudin & Rozima) – bagi pihak Plaintiff.

Leng Wie Mun bersama Jzlyne Joanna (Pelatih Dalam Kamar) (Tetuan Kevin & Co.) – bagi pihak Defendan-Defendan.

**SALINAN DIAKUI SAH**

  
2/10/2018  
**AIDA BINTI ABU BAKAR**  
Setiausaha Pejabat (N27)  
Mahkamah Tinggi Kuala Lumpur