

IN THE HIGH COURT OF MALAYA AT KUALA LUMPUR

(CIVIL DIVISION)

SUIT NO: \_\_\_\_\_ OF 2011

Between

1. Apex Marble Sdn Bhd  
(Company Registration No. 669745-X)
2. Mcore Sdn Bhd  
(Company Registration No. 599497-H) ...Plaintiffs

And

Leong Tat Yan  
(NRIC No : 670730-04-5087) ...Defendant

**STATEMENT OF CLAIM**

**A. THE PARTIES**

1. The 1<sup>st</sup> Plaintiff is a company incorporated in Malaysia with a registered address at 4<sup>th</sup> Floor, No. 62, Jalan Kilang Midah, Taman Midah, 56000 Cheras, Kuala Lumpur.
2. The 2<sup>nd</sup> Plaintiff is a company incorporated in Malaysia with a registered address at 4<sup>th</sup> Floor, No. 62, Jalan Kilang Midah, Taman Midah, 56000 Cheras, Kuala Lumpur.

3. The Defendant is an individual with addresses for service at 33, Jalan SS 2/45, 47300 Petaling Jaya, Selangor Darul Ehsan and/or 72, Jalan 14/36, 46100 Petaling Jaya, Selangor Darul Ehsan and/or No. 11, Jalan Bunga Tanjung 2A, Taman Muda, 56100 Cheras, Kuala Lumpur.

**(i) The 1<sup>st</sup> Plaintiff**

4. The Defendant is a shareholder of the 1<sup>st</sup> Plaintiff holding 200,000 ordinary shares equivalent to 40% of the 1<sup>st</sup> Plaintiff's shareholding.
5. 300,000 ordinary shares in the 1<sup>st</sup> Plaintiff, equivalent to 60% of the 1<sup>st</sup> Plaintiff's shareholding, at the material time were owned by CRG Incorporated Sdn Bhd ("CRG"). CRG is a wholly owned subsidiary of Bonia Corporation Berhad ("BCB").

**(ii) The 2<sup>nd</sup> Plaintiff**

6. The 2<sup>nd</sup> Plaintiff's 600,000 ordinary shares equivalent to 60% of the 2<sup>nd</sup> Plaintiff's shareholding are owned by BCB.

7. 400,000 ordinary shares in the 2<sup>nd</sup> Plaintiff, equivalent to 40% of the 2<sup>nd</sup> Plaintiff's shareholding, are owned by 388 Venture Corporation Sdn Bhd.
8. The Defendant is a Director and shareholder of 388 Venture Corporation Sdn Bhd, holding 800 ordinary shares equivalent to 80% of 388 Venture Corporation Sdn Bhd's shareholding.
9. The Defendant is also a Director of the 2<sup>nd</sup> Plaintiff.
10. For the purposes of this Statement of Claim, the Plaintiffs, BCB and all other companies related to BCB will be collectively referred to as the "Bonia Group of Companies", unless otherwise indicated.

## **B. BACKGROUND FACTS**

### **(i) The start of the business in Vietnam**

11. In early 2000, the Bonia Group of Companies started selling goods to the Defendant in Vietnam through his nominee, one Van Thuy Hanh ("Hanh"). At that time, the understanding was that Hanh, as the Defendant's nominee,

would manage all the retail selling of BCB products in Vietnam at her own cost.

12. At the end of 2002, the Defendant approached BCB and proposed a joint venture between the Bonia Group of Companies and himself in Vietnam.
13. The main terms of the joint venture were that the Bonia Group of Companies would sell its products to the Defendant's nominee in Vietnam, and the Defendant would have a share in the profits from the sales. The Defendant at all times was to be exclusively responsible for operational aspects of the business in Vietnam.
14. BCB agreed to the Defendant's proposal of entering into a joint venture relationship, subject to BCB and the Defendant continuing to negotiate on the specifics of the joint venture.

**(ii) The 2<sup>nd</sup> Plaintiff's involvement**

15. In furtherance of the joint venture relationship, the following was implemented:

- (i) The 2<sup>nd</sup> Plaintiff was set up on 22<sup>nd</sup> November 2002.
  - (ii) The Defendant was appointed as a Director of the 2<sup>nd</sup> Plaintiff on 5<sup>th</sup> February 2003.
  - (iii) The Defendant through 388 Venture Corporation Sdn Bhd (formerly known as Oscan Corporation Sdn Bhd) acquired 40% of the shareholding in the 2<sup>nd</sup> Plaintiff by way of capitalization of the 2<sup>nd</sup> Plaintiff's assets.
16. After all these steps had been implemented, on 1<sup>st</sup> December 2002 the 2<sup>nd</sup> Plaintiff commenced business with the Defendant. This was formalized by way of a non-exclusive dealership agreement dated 9<sup>th</sup> December 2003 entered into between the 2<sup>nd</sup> Plaintiff and the Defendant's nominee, Hanh.
17. At all material times, it was always understood between the parties that the joint venture was between the Bonia Group of Companies and the Defendant, and Hanh was merely the Defendant's nominee acting on the Defendant's instructions.

18. On 5<sup>th</sup> May 2005, the Defendant replaced his nominee, Hanh with a new dealer in Vietnam, namely Pham Thi Minh Phuong ("Phuong"). Phuong's appointment was by way of another non-exclusive dealership agreement between the 2<sup>nd</sup> Plaintiff and Phuong.
19. Phuong's appointment was based on the same understanding i.e. that the joint venture was between the Bonia Group of Companies and the Defendant, and Phuong was merely the Defendant's nominee acting on the Defendant's instructions.

**(iii) The 1<sup>st</sup> Plaintiff's involvement**

20. On 18<sup>th</sup> October 2004, the 1<sup>st</sup> Plaintiff was formed with a view to carrying on the men's apparel business under several brand names of the Bonia Group of Companies. Initially, 60% of the 1<sup>st</sup> Plaintiff's shareholding was held by the 2<sup>nd</sup> Plaintiff, 30% of the 1<sup>st</sup> Plaintiff's shareholding was held by one Mrs. Siriwan Boonnamsap and 10% of the 1<sup>st</sup> Plaintiff's shareholding was held by one Lee Poh Seong.
21. On 29<sup>th</sup> December 2005, a Dealership Agreement was entered into between the 1<sup>st</sup> Plaintiff and one Pham Ngoc Binh ("Binh"), who is Phuong's brother.

(iv) The change in business

22. Sometime in 2009, in view of Phuong's and Binh's inability to manage the men's apparel business in Vietnam, the 40% shareholders of the 1<sup>st</sup> Plaintiff, namely Mrs. Siriwan Boonnamsap and Lee Poh Seong, decided to end their involvement in the 1<sup>st</sup> Plaintiff.
23. Hence, the 2<sup>nd</sup> Plaintiff had no choice but to take over this 40% shareholding of the 1<sup>st</sup> Plaintiff, thereby becoming the 100% shareholder of the 1<sup>st</sup> Plaintiff. Thereafter, the 1<sup>st</sup> Plaintiff did not pursue the men's apparel business.
24. In mid-2009, the 2<sup>nd</sup> Plaintiff injected the Carlo Rino business from the 2<sup>nd</sup> Plaintiff into the 1<sup>st</sup> Plaintiff.
25. On 28<sup>th</sup> September 2009, a non-exclusive dealership agreement (referred to in paragraph 27 below) was entered into between the 1<sup>st</sup> Plaintiff and Phuong based on the same understanding i.e. that the joint venture was between the Bonia Group of Companies and the Defendant, and Phuong was merely the Defendant's nominee acting on the Defendant's instructions.



26. In furtherance of this understanding, on 26<sup>th</sup> April 2010, the Defendant acquired 40% of the 1<sup>st</sup> Plaintiff's shares. On the same day, the 2<sup>nd</sup> Plaintiff transferred 60% of its shares in the 1<sup>st</sup> Plaintiff to CRG as part of a restructuring exercise within the Bonia Group of Companies.

**C. THE DEALERSHIP AGREEMENTS**

27. On 28<sup>th</sup> September 2009, the Plaintiffs respectively entered into separate Non-Exclusive Dealership Agreements ("the Agreements") with Phuong.
28. The Agreements appointed Phuong as a non-exclusive dealer to sell and market Products (as defined in the Agreements) in Vietnam.
29. The salient terms and conditions of the Agreements are, among others, as follows:
- (i) Clause 7.2 provides that Phuong expressly permits the Plaintiffs and their representatives at all times and at any time without any further authority to enter into the Premises for the purpose of ascertaining whether the provisions of the Agreements were being complied with.



- (ii) Clause 7.3 provides that Phuong shall deposit the proceeds of sale in a bank specified by the Plaintiffs on a weekly basis or at such time the aggregate collection is above the pre-determined cash float as approved by the Plaintiffs. Should the cash collected exceed the pre-determined cash float, then the excess shall be banked in immediately.
- (iii) Phuong shall further evidence to the Plaintiffs on a daily basis receipts of proof of sales as well as bank-in slips no later than the next working day from the day the said bank-in slips are issued.
- (iv) Clause 7.4 provides that the title, rights and interest in the property to the Products, which are not sold, shall at all times remain in and vest in the Plaintiffs and shall be returned to the Plaintiffs by Phuong upon expiration of the consignment period or upon any event of default.
- (v) Clause 9.1.1 provides that Phuong is to manage the day to day operations of the Retail Outlet (as defined in the Agreements) in accordance with the guidelines as provided by the Plaintiffs and to follow all such guidelines that the Plaintiffs shall provide to Phuong from time to time.

- (vi) Clause 9.1.10 provides that Phuong is to keep at the Retail Outlet true, accurate and complete sales records and inventory records of the Retail Outlet in such form as the Plaintiffs may prescribe and to allow the Plaintiffs at all times to examine the same without any further notice.
  
- (vii) Clause 9.1.12 provides that Phuong is to ensure compliance with the inventory control in terms of value set by the Plaintiffs from time to time.
  
- (viii) Clause 9.1.13 provides that Phuong is to conduct monthly stock checks on the Products and to submit a full physical monthly stock count report indicating the cut-off date, article number, and physical quantity duly signed by Phuong or its authorized representative to the Company MIS (Management of Information System) and Accounts Departments within 7 days.
  
- (ix) Clause 9.1.14 provides that Phuong is to allow the Plaintiffs' authorized representatives to enter into the Retail Outlet at any time to inspect, examine and determine whether the Retail Outlet is being conducted in accordance with the terms of the Agreements or for the purpose of transferring stocks of the Products. If any deficiency or unsatisfactory

condition relating to the Retail Outlet is found, Phuong shall immediately upon notice of the same being given by the Plaintiffs, correct such deficiency or unsatisfactory condition.

- (x) Clause 9.1.15 prohibits Phuong from entering into any franchise, distributorship, license or other arrangement with any person, company, partnership or other entity which the Plaintiffs consider to be their competitor.
- (xi) Clause 9.1.19 provides that Phuong is to use her best endeavors to promote the sale of the Products at the Retail Outlets.
- (xii) Clause 12.1 provides that the Plaintiffs shall set the minimum sales target for the sale of the Products in which Phuong must endeavor to achieve during the duration of the Agreements.
- (xiii) Clause 14.1 provides for certain permitted expenses to be claimed from the Plaintiffs as set out in Section 6 of Schedule 1. Such permitted expenses shall be submitted to the Plaintiffs 14 days after each month-end together with the supporting documents.

- (xiv) Clause 16.1 provides that the Plaintiffs may terminate the Agreements by giving Phuong one month written notice in the event, among others, Phuong breaches any of the terms or conditions of the Agreements which breach is not rectified within the time stipulated in the notice to Phuong requesting for the breach to be rectified.
- (xv) Clause 16.2 provides that in the event of the Plaintiffs terminate the Agreements, the Plaintiffs shall forthwith enter into the Retail Outlet to conduct inventory and stock take of the Products and have absolute access to the books to accounts of Phuong which statement of the same shall be final and absolute. Any amount due to the Plaintiffs shall forthwith be deemed to be a debt to the Plaintiffs and repayable immediately.

**D. THE RELATIONSHIP BETWEEN THE DEFENDANT AND PHUONG**

30. The Plaintiffs aver that the Defendant is the real party to the Agreements with the Plaintiffs, and Phuong is merely the Defendant's nominee in Vietnam who

at all times was acting on the instructions of the Defendant, for the following reasons.

**(i) Guarantee dated 20<sup>th</sup> March 2009**

31. Before the Agreements, the 2<sup>nd</sup> Plaintiff had entered into prior Non-Exclusive Dealership Agreements with Phuong, including an agreement dated 19<sup>th</sup> May 2008.

32. By a letter of guarantee dated 20<sup>th</sup> March 2009, the Defendant unconditionally guaranteed, among others, the following:

(i) the due and faithful performance of all the obligations of Phuong under the agreement dated 19<sup>th</sup> May 2008;

(ii) to indemnify the 2<sup>nd</sup> Plaintiff on a full indemnity basis against all losses, damages, costs, expenses or otherwise which may be incurred by the 2<sup>nd</sup> Plaintiff by reason of any default on the part of Phuong in performing and observing the agreement dated 19<sup>th</sup> May 2008; and

(iii) as a separate and additional obligation and as primary or principal obligor and not merely as surety, to indemnify and keep the 2<sup>nd</sup> Plaintiff indemnified against any loss which the 2<sup>nd</sup> Plaintiff may incur as a consequence of the failure for whatever reason of the due and punctual performance of the whole or any part of Phuong's obligations under the agreement dated 19<sup>th</sup> May 2008.

33. Although the guarantee had lapsed at the time the Agreements were entered into, the Plaintiffs aver that the guarantee is clear evidence that the Defendant was the real party to the Agreements and Phuong was merely the Defendant's nominee in Vietnam.

34. The Plaintiffs aver that this is the reason why the Defendant had to guarantee to the 2<sup>nd</sup> Plaintiff that Phuong would perform her obligations under the agreement dated 19<sup>th</sup> May 2008.

**(ii) Negotiations for buy-out**

35. Due to various breaches of the Agreements committed by the Defendant by himself and/or through Phuong (which are pleaded in the paragraphs below),



BCB and CRG entered into negotiations with the Defendant to buy-out his 40% stake in the Plaintiffs and to take over the Business (as defined in the Agreements) of the Plaintiffs without the Defendant and Phuong.

36. During these negotiations, and particularly by e-mails dated 10<sup>th</sup> May 2011 and 13<sup>th</sup> June 2011, the Defendant sought from CRG and BCB, compensation for Phuong as a result of the Agreements coming to an end. By a further e-mail dated 15<sup>th</sup> June 2011, the Defendant informed BCB and CRG not to worry about paying compensation to Phuong, as the Defendant would “*take care of it from his end*”.
37. The Plaintiffs aver that the Defendant’s conduct in seeking compensation for Phuong and in catering for Phuong’s compensation, clearly indicates that Phuong is the Defendant’s nominee and/or under the Defendant’s control at all times, for among others, the following reasons:
- (i) The negotiations were carried out at the shareholders’ level and had nothing whatsoever to do with Phuong; and
  - (ii) The reason for the negotiations was various breaches of the Agreements committed by Phuong at the instigation of the Defendant (which will be elaborated further in the paragraphs below), and yet the Defendant



sought compensation for Phuong. This is clearly against the best interest of the Plaintiffs, but entirely in the interests of the Defendant and Phuong.

**(iii) The Defendant's detailed involvement in Phuong's operations**

38. At all material times, the Defendant was heavily involved in the day to day operations of Phuong in Vietnam, including but not limited to the following:

- (i) remitting payments due from Phuong to the Plaintiffs from time to time;
- (ii) most of the correspondences from the Plaintiffs were addressed to both the Defendant and/or Phuong, and most of the correspondences were replied by the Defendant and not Phuong;
- (iii) the Defendant gave instructions to Phuong from time to time with regard to the Plaintiffs' instructions to Phuong; in other words, the Defendant was the real decision-maker;
- (iv) the Defendant determined the sub-dealers' commission rates;

- (v) the Defendant made decisions pertaining to advertising and promotional activities vis-à-vis the business in Vietnam;
- (vi) the Defendant was actively involved in staff employment related issues vis-à-vis the business in Vietnam;
- (vii) all sales proceeds of the Business were paid to the Defendant directly and/or through Phuong; and
- (viii) when the Plaintiffs demanded for payment of unpaid commission, it was the Defendant and not Phuong who requested for details of the payment due to the Plaintiffs.

39. Based on this, the Plaintiffs aver that the Defendant was the real party to the Agreements and Phuong was merely his nominee.

(iv) 388 Group

40. The Defendant and all other personnel in the Vietnam office including Phuong, used emails with the domain name "388group.com" and/or "388group.com.vn".
41. The Plaintiffs reiterate that the Defendant holds 800 ordinary shares equivalent to 80% shareholding in a company known as 388 Venture Corporation Sdn Bhd.
42. The Vietnam company where the Defendant and Phuong operate from is known as 388 Joint Stock Co.
43. The fact that the Defendant effectively owns 388 Venture Corporation Sdn Bhd, clearly indicates that he is the real party behind the Agreements. Phuong is merely the Defendant's nominee. It is the Defendant who is running Phuong's operations in Vietnam.

(v) **Payment for directors' fees**

44. The Defendant received his directors' fees from the 2<sup>nd</sup> Plaintiff by way of debit notes issued by Phuong for the proceeds of sale from the Business.
45. In other words, the proceeds of sale of the Business which Phuong was bound to pay to the 2<sup>nd</sup> Plaintiff, was off set against the Defendant's director's fees which the 2<sup>nd</sup> Plaintiff was bound to pay to the Defendant.
46. The fact that Phuong issued debit notes for the purposes of the Defendant's directors' fees owed by the 2<sup>nd</sup> Plaintiff to the Defendant (which is something personal to the Defendant and has nothing to do with the Business) clearly indicates that he is the real party behind the Agreements. Phuong is merely the Defendant's nominee.

**E. BREACH OF THE AGREEMENTS**

47. The Defendant by himself and/or through Phuong has fundamentally breached the express and/or implied terms of the Agreements by:

- (i) Failing to furnish to the Plaintiffs in a timely manner, the required financial records since 15<sup>th</sup> April 2011;
- (ii) Failing to remit the sum above the predetermined cash float over the aggregate collection of sales proceeds as approved by the Plaintiffs;
- (iii) Cutting off the server connection on 14<sup>th</sup> May 2011, thereby preventing the Plaintiffs' usual access to the system to retrieve sales and stocks information;
- (iv) Denying the Plaintiffs access to their Goldsoft Consignment and Inventories System in Vietnam since 14<sup>th</sup> May 2011;
- (v) Removing 2 of the Plaintiffs' representatives namely Mr. Liew Cheung Yip ("C.Y. Liew") and Mr. Chai Chee Pang ("Alex Chai") from the Vietnam office on 16<sup>th</sup> May 2011.

48. By way of letters dated 4<sup>th</sup> May 2011 and 15<sup>th</sup> June 2011 respectively, the Plaintiffs gave the Defendant's nominee, Phuong, notice of the various breaches of the Agreements, and requested Phuong to rectify the same within

the time stipulated in the said letters. The said letters were copied to the Defendant.

49. However, the Defendant and Phuong failed, refused and/or neglected to rectify the breaches within the stipulated timeframe.
50. Hence, the Plaintiffs terminated the Agreements by way of letter dated 21<sup>st</sup> June 2011.
51. On 28<sup>th</sup> June 2011, the Plaintiffs' representatives attended at the Retail Outlets in Vietnam for the purposes of conducting inventory and stock take of the Products in accordance with Clause 16.2 of the Agreements.
52. However, the Plaintiffs' representatives were denied access to the Retail Outlets.
53. As a result of the Defendant's actions, the Plaintiffs have suffered loss and damages, particulars of which are as follows.

**PARTICULARS OF LOSS AND DAMAGE**

**(i) The 1<sup>st</sup> Plaintiff**

54. As at 12<sup>th</sup> May 2011, the Defendant owes the sum of RM946,496.39 to the 1<sup>st</sup> Plaintiff, being the proceeds of sale from the Business.

55. As at 12<sup>th</sup> May 2011, the Defendant owes an estimated sum of RM3,303,671.00 to the 1<sup>st</sup> Plaintiff, being the retail value of the stock at the Retail Outlet. The 1<sup>st</sup> Plaintiff's representative was denied access into the Retail Outlet for the purposes of conducting inventory and stock take. Hence, the 1<sup>st</sup> Plaintiff is currently only able to provide an estimated value.

**(ii) The 2<sup>nd</sup> Plaintiff**

56. As at 12<sup>th</sup> May 2011, the Defendant owes the sum of RM2,249,751.08 to the 2<sup>nd</sup> Plaintiff, being the proceeds of sale from the Business.

57. As at 12<sup>th</sup> May 2011, the Defendant owes an estimated sum of RM14,871,167.03 to the 2<sup>nd</sup> Plaintiff, being the retail value of the stock at the Retail Outlet. The 2<sup>nd</sup> Plaintiff's representative was denied access into the Retail Outlet for the



purposes of conducting inventory and stock take. Hence, the 2<sup>nd</sup> Plaintiff is currently only able to provide an estimated value.

**F. CAUSES OF ACTION**

58. The Plaintiffs aver that the facts pleaded in the paragraphs above give rise to the following causes of action against the Defendant.

**(i) Breach of Contract**

59. The Plaintiffs repeat and adopt paragraphs 47 to 52 hereof.

60. These breaches have the cumulative effect of denying the Plaintiffs access to sales records, inventory records and stock records, thereby effectively ousting the Plaintiffs from participating in the Business. This goes against the very essence of the Agreements, and constitutes a fundamental breach of the Agreements.

61. As a result of the Defendant's acts, the Plaintiffs have suffered loss and damage as particularized in paragraphs 54 to 57 hereof.

**(ii) Tort of inducing breach of contract**

62. The Plaintiffs aver that the Defendant induced Phuong to breach the terms of the Agreements.

**PARTICULARS**

- (ii) As a 40% shareholder of the Plaintiffs and a Director of the 2<sup>nd</sup> Plaintiff, the Defendant was fully aware of the Agreements and terms thereof.
  
- (ii) As the real party to the Agreements, the Defendant interfered whether by persuasion, inducement or procurement or other means, to allow Phuong to breach the Agreements and/or to prevent the performance of the Agreements to the detriment of the Plaintiffs.
  
- (iii) The Plaintiffs repeat and adopt paragraphs 47 to 52 hereof.
  
- (iv) As a result of the Defendant's acts, the Plaintiffs have suffered loss and damage as particularized in paragraphs 54 to 57 hereof.

**(iii) Breach of Fiduciary Duty**

63. By reason of the Defendant's position as a Director of the 2<sup>nd</sup> Plaintiff at all material times, he owed and continues to owe the following fiduciary duties to the 2<sup>nd</sup> Plaintiff (hereinafter collectively referred to as "Fiduciary Duties"):

- (i) to act honestly and with reasonable diligence in the discharge of his duties and of his office;
- (ii) to act in good faith and in the best interests of the 2<sup>nd</sup> Plaintiff;
- (iii) not to act so as to place himself in a position in which his personal interests would conflict with the interests of the 2<sup>nd</sup> Plaintiff;
- (iv) not to make any secret profit or receive any secret payment from any third party with whom he was dealing in his capacity as a Director of the 2<sup>nd</sup> Plaintiff or otherwise; and
- (v) to account for any such secret profit or secret payment.

64. The Defendant has acted in breach of his Fiduciary Duties by reason of the matters pleaded hereinbefore.

65. Further or alternatively, the Defendant as a Director of the 2<sup>nd</sup> Plaintiff was a trustee of such of the 2<sup>nd</sup> Plaintiff's assets and property as were and/or are in his possession or control.

**G. RELIEF CLAIMED**

**(i) The 1<sup>st</sup> Plaintiff**

AND the 1<sup>st</sup> Plaintiff claims against the Defendant:

- (1) The sum of RM946,496.39 being the proceeds of sale from the Business owed by the Defendant to the 1<sup>st</sup> Plaintiff as pleaded in paragraph 54 hereof.
- (2) An inquiry as to damages and an order for payment by the Defendant to the 1<sup>st</sup> Plaintiff of all sums found due upon the making of such inquiry together with interest thereon.

- (3) An account of profits and an order for payment by the Defendant to the 1<sup>st</sup> Plaintiff of all sums found due upon the taking of such account together with interest thereon.
- (4) General damages to be assessed.
- (5) Aggravated damages.
- (6) Exemplary damages.
- (7) Interest.
- (8) Costs.
- (9) Such further or other relief as this Honourable Court may deem fit.

(ii) **The 2<sup>nd</sup> Plaintiff**

AND the 2<sup>nd</sup> Plaintiff claims against the Defendant:

- (1) The sum of RM2,249,751.08 being the proceeds of sale from the Business owed by the Defendant to the 2<sup>nd</sup> Plaintiff as pleaded in paragraph 56 hereof.
- (2) An inquiry as to damages and an order for payment by the Defendant to the 2<sup>nd</sup> Plaintiff of all sums found due upon the making of such inquiry together with interest thereon.
- (3) An account of profits and an order for payment by the Defendant to the 2<sup>nd</sup> Plaintiff of all sums found due upon the taking of such account together with interest thereon.
- (4) General damages to be assessed.
- (5) Aggravated damages.

- (6) Exemplary damages.
- (7) Interest.
- (8) Costs.
- (9) Such further or other relief as this Honourable Court may deem fit.

Dated this 3<sup>rd</sup> day of August, 2011.

*Shearn Delamore*  
.....  
Shearn Delamore & Co  
Solicitors for the Plaintiffs

This Statement of Claim is filed by Messrs Shearn Delamore & Co, Solicitors for the abovenamed Plaintiffs with an address for service at 7<sup>th</sup> Floor, Wisma Hamzah Kwong-Hing, No.1 Leboh Ampang, 50100 Kuala Lumpur.

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