

**IN THE HIGH COURT MALAYA OF KUALA LUMPUR
IN THE STATE OF WILAYAH PERSEKUTUAN, MALAYSIA
(COMMERCIAL DIVISION)
CIVIL SUIT NO. WA-22NCC-662-12/2022**

BETWEEN

**CENTURY BUILDTECH SDN BHD
(COMPANY NO. 1097190-D)**

... PLAINTIFF

AND

**MUHAMAD SYAFIE BIN RAMLI
(NRIC NO.: 910415-01-5937)
Trading as PEMBINAAN SYAFIE RAMLI
(REGISTRATION NO. 201603195062
(JM0770774-K))**

... DEFENDANT

JUDGMENT

A. Introduction

[1] This is a claim for goods sold and delivered.

[2] The plaintiff claimed that it had sold and supplied construction materials ("Goods") to the defendant, but the defendant failed to pay for the Goods. The defendant denied that there was a contract on the supply of the Goods.



[3] After a full trial, I allowed the plaintiff's claim. The reasons for my decision are set out below.

B. Background Facts

[4] The Goods were supplied for a project known as *Program Penggantian Paip Lama bagi Tahun 2017 di Negeri Johor bagi Daerah Mersing, Kluang dan Kota Tinggi* ("Project"). Pengurusan Aset Air Berhad ("PAAB") was the employer for the Project, and PAAB appointed Powering Sdn Bhd ("Powering") as the main contractor for the Project.

[5] It is the plaintiff's case that Powering appointed Rising Star Industry Sdn Bhd ("Rising Star") as the main sub-contractor for the Project. The plaintiff claimed Rising Star approached the plaintiff to provide pipe laying works for the Project ("Works"). However, as the plaintiff could only supply the Goods and did not have the expertise to carry out the Works, the plaintiff approached Ramli Burhanuddin ("DW2"), a piping contractor. DW2 recommended the defendant who is his son, to provide the Works.

[6] The plaintiff claimed the defendant agreed to provide the Works, but required the plaintiff's assistance to supply the Goods, as he did not have adequate funds to purchase the Goods. As such, the plaintiff agreed to supply the Goods, on the condition that Rising Star would make direct payments to the plaintiff for the Works. This condition was imposed to ensure that the payments for the Goods supplied to the defendant were secured.



[7] It is the plaintiff's case that pursuant to this arrangement, the plaintiff:

- a. supplied the Goods to the defendant and the defendant carried out the Works; and
- b. received payments from Rising Star, and the payments were disbursed to the defendant, after deducting the price of the Goods.

[8] However, the plaintiff claimed that after three payments, no further payments were made by Rising Star. The plaintiff then discovered that the defendant had been receiving payments directly from Powering, without going through Rising Star or the plaintiff.

[9] As such, the plaintiff filed this suit to recover the amount outstanding for the Goods that it had sold and supplied to the defendant.

[10] The defendant's defence is that there was no contract between the plaintiff and the defendant on the sale and supply of the Goods.

C. Considerations

Issues

[11] The main issue before this court is whether there is a valid contract between the plaintiff and the defendant for the sale and supply of the Goods, and if so whether the defendant is obligated to pay for the Goods supplied under the contract.



[12] In assessing this issue, it is essential to consider the roles of the parties in the Project. The parties' respective contentions are as follows:

- a. The plaintiff contended that Rising Star is the main sub-contractor for the Project, and that Rising Star appointed the defendant for the Works. Thus, the plaintiff is merely a supplier of the Goods pursuant to a contractual arrangement between the plaintiff and the defendant. In this regard, the defendant is obligated to pay for the Goods supplied by the plaintiff.
- b. The defendant's case, on the other hand, is that the plaintiff is the main sub-contractor for the Project, appointed by Powering. The plaintiff in turn appointed the defendant as its sub-contractor. As such, the defendant claimed he is not obligated to pay for the Goods, as he is a sub-contractor only responsible for the Works. Essentially, the defendant's case is that there is no contract between the plaintiff and the defendant on the supply of the Goods, and that the defendant should claim for monies outstanding for the Goods from Powering as the main contractor.

[13] From the positions taken by the parties, it is necessary for this court to consider the following questions, to reach a determination on the issue of whether there is a contractual relationship between the plaintiff and the defendant:



- a. Was the plaintiff appointed as the main sub-contractor for the Project?
- b. Is there an agreement governing the relationship between the plaintiff and the defendant?
- c. How did the plaintiff and the defendant conduct themselves in relation to the supply of the Goods?

Was the plaintiff appointed as the main sub-contractor for the Project?

[14] It is not in dispute that the employer of the Project is PAAB, and that Powering was appointed by PAAB as the main contractor for the Project.

[15] However, the roles of the other parties in the Project are of contention. The plaintiff's stand is that Rising Star is the main sub-contractor for the Project, and Rising Star appointed the defendant for the Works. The defendant on the other hand contended that the plaintiff is the main sub-contractor for the Project, and the plaintiff appointed the defendant as its sub-contractor.

[16] I considered both documentary evidence and testimonies of witnesses, and I found the plaintiff's version – that Rising Star is the entity appointed by Powering as the main sub-contractor for the Project – to be more probable.



[17] This fact was confirmed by the director of Rising Star, Lau Tian Fwu (“PW2”) in his testimony during trial:

“HONG Last question Mr. Lau. The Defendant alleged that Powering Sdn Bhd appointed Century Buildtech Sdn Bhd as the main contract. Is this correct?”

*PW2 **No, this is not correct, actually Rising Star is the main sub-contractor under Powering for this project. So, in fact Rising Star got place an amount RM378,000 plus in the fixed deposit account en return for the BG Bank Guarantee for Powering to submit to PAAB.** So, on the 2nd September 2022, my bank which is Rising Star’s bank Maybank wrote and inform Powering that the bank will recall the Bank Guarantee. They make the decision to recall the Bank Guarantee which we placed for the project because due to the claim from PAAB. Because the project was terminated during that time but I unable to provide any Letter of Award from Powering to Rising Star. This is because of my dispute with my partner, Mr. Tee. Since he left the Company he taken away all the documents related to this project.*

HONG Sorry, you mentioned just now about the fixed deposit and the Bank Guarantee, can you just show the Court the documents for that?



PW2 *So this is in Bundle B5/3-8.*

HONG *Just for completeness, can you explain pages 3 to 8
what are they?*

PW2 *Okay, page 3 is the **fixed deposit amount RM378,881.14, this is the contract requirement under this project, we need to place a 5% Bank Guarantee under the project.** So, this amount we using as fixed deposit to pledge to bank in return to give the Bank Guarantee for Powering to submit to PAAB. So, the pages number 4 to 7 is our submission for this Bank Guarantee. And then page number 8 is the letter from my bank wrote to Powering to recall the facility. Which is at trigger an event of default.”*

(emphasis added)

[18] In his testimony, PW2 confirmed that Rising Star is Powering’s sub-contractor for the Project, and had provided a bank guarantee as part of the requirement for the Project.

[19] I found PW2’s testimony to be believable. His responses to questions during cross-examination were direct and straightforward, and his testimony was consistent and unshaken. Further, he is an independent witness with no interest in the outcome of this case. In ***Periasamy v Public Prosecutor [1966] 1 MLJ 138***, the Federal Court held as follows at page 139G:



“In our view the evidence of this independent witness ought to have been preferred as carrying more weight to that of Ramasamy himself and other members of his family who were described as partisan witnesses where there was any contradiction. In one material particular, the very essence of the offence there clearly was a conflict of evidence ...

...

*It was suggested by the learned Deputy Public Prosecutor that it was possible for the appellant to have been carrying both a parang and a stick or to have discarded the parang and picked up the stick which he was seen carrying by the police constable. According to the evidence, however, no one saw him do either of these and no parang if discarded was ever found. **This court therefore must confine itself strictly to the evidence on the record rather than indulge in surmise. In other words, where a conflict of evidence arose, should not the logical choice have been the evidence of the independent witness whose credit stood unshaken? ...***

(emphasis added)

[20] The High Court in ***Cheong Yuk Wai & Anor v Low Sai Wee & Ors [2007] 2 MLJ 634*** and ***Technolite Malaysia Sdn Bhd v Alfallah Cleantech (M) Sdn Bhd [2023] 10 MLJ 402*** adopted similar approaches, in giving more weight to the evidence of an independent witness.



[21] In addition to the confirmation by PW2 that Rising Star was appointed as a sub-contractor of the Project, I also considered the defendant's own testimony during cross-examination that the plaintiff had not attended any meeting related to the Project:

"HONG En. Syafie awak setuju tak untuk projek macam ini semestinya ada mesyuarat antara consultant, pemilik projek majikan, main-con dan juga main-sub-con, betul.

DW1 Betul.

HONG Awak setuju tak main sub-con dalam kes ini adalah Rising Star Industry Sdn Bhd?

DW1 Saya tak setuju, sebab saya tak pernah tahu.

HONG Awak kata awak tak pernah tahu tetapi awak ada menghadiri semua mesyuarat itu kan.

DW1 Ya, betul.

HONG Dan semasa En. Syafie menghadiri mesyuarat tersebut, semestinya En. Syafie pernah terserempak dengan seorang yang bernama Loius Loh.

DW1 Betul, dia pernah call saya dan jumpa saya.



HONG Loius Loh adalah seorang jurutera daripada syarikat Rising Star Industry Sdn Bhd, betul tak?

DW1 Itu tak betul.

HONG Itu tak betul?

DW1 Tak betul.

HONG Tetapi kita ada satu keterangan daripada pengarah Rising Star yang mengatakan Louis Loh adalah jurutera yang digaji olehnya.

DW1 Tetapi mengikut saya, saya kenal Louis bila Haji Wan hantar dia. Haji Wan maklum pada saya Loius adalah wakil dia untuk dia datang meeting.

HONG Okay.

DW1 Tak ada cerita pasal Rising Star, saya tidak dengar pasal company Rising Star.

*HONG **Tetapi awak setuju tak tidak seorang pun wakil dari Century Buildtech hadir ke mesyuarat tersebut.***

*DW1 **Tiada***

HONG Setujulah?



DW1 *Saya setuju.”*

(emphasis added)

[22] The fact that the plaintiff did not attend meetings related to the Project lends credence to the plaintiff’s argument that it was not a sub-contractor for the Project.

[23] From the evidence before this court, it is clear that it is Rising Star and not the plaintiff, who was appointed by Powering as the main sub-contractor for the Project.

Is there an agreement governing the relationship between the plaintiff and the defendant?

[24] With my finding that Rising Star is the main sub-contractor for the Project, I then considered the relationship between the plaintiff and the defendant.

[25] In this regard, I first examined the defendant’s claim that the relationship between the plaintiff and the defendant is governed by an undated agreement they had executed, pursuant to which the plaintiff had appointed the defendant as its sub-contractor (“Agreement”).

[26] Premised on my finding that it is Rising Star and not the plaintiff who is the main sub-contractor for the Project, such an appointment is in my view improbable. Nonetheless, I reviewed the Agreement, and made the following observations:



- a. The Agreement is undated and unstamped;
- b. The Agreement was signed by the plaintiff and the defendant;
- c. The addresses of the parties in the Agreement are incorrect, with the plaintiff's address being Rising Star's address, while the defendant's address is the plaintiff's address; and
- d. The Agreement contains a dispute resolution clause, which obligates parties to refer any dispute to arbitration.

[27] After reviewing the Agreement and considering the testimonies of witnesses, it is my considered finding that the parties did not intend to be bound by the Agreement.

[28] I relied on the testimony of the plaintiff's director, Lee Weh Hian (Bob) ("PW1"), who explained the reason why the addresses of the parties in the Agreement are incorrect:

"NUR Okay, seterusnya En. Lee tolong rujuk B2/4-20, boleh En. Lee jelaskan kepada Mahkamah, apa dokumen ini?"

*PW1 Ini ialah satu deraf kontrak daripada pengaturan awal, daripada Rising dengan Century. **Rising panggil saya buat sebagai sub-kontraktor, dia ada deraf satu kontrak kepada saya. saya***



nyatakan saya tidak mampu sebagai kontraktor. Lepas itu saya pakai ini as a draft kepada Century kepada Syafie. Saya ingat mahu kasi total sub kasi Syafie sebagai sub-con. Lepas itu you refer balik, ini deraf sahaja ialah saya tukar nama company sahaja alamat Century dan alamat Pembinaan Syafie ialah salah. So, hari itu masa saya start sebagai deraf sahaja kepada Syafie. Lepas itu, ini kontrak agreement ini sudah tidak disahkan. Sebab ini saya anggaran sebagai draft sahaja, sebab company saya ikut tukar nama sahaja, alamat dengan detail semua salah. Sebagai draft sahaja. Ini bukan sebagai kontrak saya dengan Syafie.”

(emphasis added)

[29] PW2 also provided a similar explanation, testifying as follows during cross-examination:

“NUR Okay and then I refer you to B2/4, the agreement. The agreement stating here, the agreement here stated Century Buildtech as the 1st Party as the main contractor here. The Plaintiff didn’t ever mention that the Plaintiff is the supplier. So, do you agree with me the Defendant didn’t know that the Plaintiff is the supplier?”

PW2 Defendant never know the Plaintiff is the supplier?



NUR *Yeah, during signing this agreement.*

PW2 *No, all the while they know.*

NUR *They know?*

PW2 ***They know, yeah, but this agreement is template I have given to Century. I ask his help to look for the sub-contractor. This is just a template from me, which the address is under my Company.***

(emphasis added)

[30] From the above explanations, it would appear that the Agreement originated from a draft prepared by Rising Star, when Rising Star first approached the plaintiff to be a sub-contractor for the Project. The template of the draft agreement was used for the plaintiff and the defendant, but the parties neglected to amend the addresses. This is a rational explanation for why the plaintiff's address in the Agreement is Rising Star's address, and the defendant's address is the plaintiff's address.

[31] I also referred to clause 14.1 of the Agreement which states as follows:

“Any dispute or difference arising out of or in connection with this Agreement or the implementation of any of the provisions of this Agreement shall be discussed between the Parties with a view to resolve the dispute or difference amicably. In the event such



dispute or difference cannot be resolved within thirty (30) working days of commencement of such discussion, then such dispute or difference shall be referred to a single Arbitrator to be agreed between the Parties, failing such agreement the Arbitrator shall be appointed by Asian International Arbitration Centre (AIAC) on the application of either Party hereto.”

[32] The above clause requires the parties to refer disputes arising from the Agreement to arbitration. However, the defendant did not at any time since the filing of this action, refer to the dispute resolution clause or challenge the jurisdiction of this court to preside over these proceedings on the basis that clause 14.1 applies. The conduct of the defendant supports the plaintiff's version of events that the Agreement is not binding on the parties. Had the defendant taken a serious stand on the binding nature of the Agreement, he would have at the outset raised the argument that clause 14.1 applies.

[33] Further, it is evidence that the plaintiff and the defendant did not act on the Agreement. The Agreement contains the following terms:

- a. The plaintiff appointed the defendant as the exclusive contractor to carry out the “Sub-Contract Works”. The term “Sub-Contract Works” is referred to as the obligation of the plaintiff in accordance with the terms of the agreement between PAAB and Powering (recital B).
- b. In consideration of the defendant carrying out the Sub-Contract Works, the contract sum of RM6,668,307.99 is payable by PAAB (clause 1(b)).



- c. The defendant shall provide a performance bond in the amount of RM378.881.14 in the form of an irrevocable and unconditional bank guarantee (clause 2(a)).

[34] There is no evidence before this court which shows that the terms of the Agreement, and specifically the terms set out above, have been complied with.

[35] As such, the conclusion must necessarily be that the Agreement was never intended to bind the parties. It is likely that the Agreement was referred to by the defendant as an afterthought designed to avoid liability.

How did the plaintiff and the defendant conduct themselves in relation to the supply of the Goods?

[36] With the finding that the parties did not comply with the terms of the Agreement, I considered the conduct of the parties in relation to the supply of the Goods.

[37] I found that instead of acting in accordance with the terms of the Agreement, the parties had acted on the following arrangement:

- a. The plaintiff sells and supplies the Goods to the defendant;
- b. The defendant carries out the Works;
- c. Rising Star makes payments to the plaintiff, instead of the defendant for the Works; and



- d. Payments for the Works are disbursed by the plaintiff to the defendant, after the price of the Goods have been deducted

(collectively, “Arrangement”).

[38] The Arrangement is evident firstly, from contra notes dated 23 September 2019, 31 December 2019 and 24 June 2020 issued by the plaintiff to the defendant. These contra notes show that the plaintiff had deducted the price of the Goods, before disbursing payments for the Works to the defendant.

[39] Further, a credit facility letter dated 2 May 2019 (“Credit Facility Letter”) was issued by the plaintiff to the defendant. In the letter, the plaintiff extended a credit facility of RM1,000,000 to the defendant for the purchase of the Goods.

[40] The defendant argued that he did not respond to the plaintiff’s email on the Credit Facility Letter and as such, he cannot be bound by it. I am unable to agree. I am guided by ***Wong Hon Leong David v Noorazman bin Adnan [1995] 3 MLJ 283*** on this issue, where the Court of Appeal held as follows at page 288I:

*“During argument, we registered our surprise at the learned judge's reluctance to enter judgment for this sum of RM100,000. **After all, the appellant had failed to respond to the letter of 17 December 1991. If there had never been an agreement as alleged, it is reasonable to expect a prompt and vigorous***



denial. *But, as we have pointed out, there was no response whatsoever from the appellant.*

*In this context, we recall to mind the following passage in the judgment of Edgar Joseph Jr J in **Tan Cheng Hock v Chan Thean Soo [1987] 2 MLJ 479** at p 487:*

*In **Wiedemann v Walpole [1891] 2 QB 534** at p 537 an action for breach of promise of marriage, it was held, that the mere fact that the defendant did not answer letters written to him by the plaintiff in which she stated that he had promised to marry her, was no evidence corroborating the plaintiff's testimony in support of such promise.*

*Lord Esher MR, in his judgment, remarked, 'Here, we have only to see whether the mere fact of not answering the letters, with nothing else for us to consider is any evidence in corroboration of the promise'. (Emphasis supplied.) Earlier, in his judgment, he said, **'Now there are cases – business and mercantile cases in which the courts have taken notice that, in the ordinary course of business, if one man of business states in a letter to another that he has agreed to do certain things, the person who receives that letter must answer it if he means to dispute the fact that he did so agree'**. (Emphasis added.)”*

(emphasis added)



[41] The Credit Facility Letter was sent by the plaintiff to the defendant by e-mail, and there is no evidence to show that the e-mail did not reach the defendant. As the defendant had received the e-mail, the defendant's lack of response to the e-mail and to the Credit Facility Letter is deemed to be an admission by the defendant of the terms of the Credit Facility Letter.

[42] Finally, I took into account the undisputed fact that the parties had issued purchase orders, delivery orders and invoices for the Goods. There is evidence before the court of the issuance of these documents from 10 June 2019 to 14 July 2020, which culminated in the amount of RM1,080,357 worth of Goods supplied to the defendant. These documents prove that the Goods were sold and supplied by the plaintiff to the defendant.

[43] In this regard, the the sale and supply of the Goods are governed by purchase orders, delivery orders and invoices issued between the plaintiff and the defendant, as well as the Credit Facility Letter which extended credit facilities of RM1,000,000 to the defendant for the purchase of the Goods. These documents are sufficient to constitute a contract between the parties (see ***Caltex Oil Malaysia Ltd v Classic Best Sdn Bhd & Ors [2006] 7 MLJ 131*** and ***CFB Aluminium Extrusion Sdn Bhd v Lim Soon Seng [2014] CLJU 1311***). I have also taken note of the fact that the defendant did not raise any objections on these documents prior to the filing of this action.

[44] In the circumstances, I find that the plaintiff and the defendant had abandoned the Agreement. In ***Madujaya Enterprise Sdn Bhd v Kosbina Consult (K) Sdn Bhd [2015] CLJU 786***, the court held that the conduct



of the parties in entering into a new agreement constitutes an abandonment of the original agreement pursuant to section 40 of the Contracts Act 1950:

*“[67] I agree entirely with the submissions of learned counsel for Kosbina that although there may well have been the Letter of Agreement seen in exhibit P1, Kosbina went on to contract with MJD. Substantial undisputable evidence has been placed before the Court in this regard and the Court is satisfied that **the whole scope of the Letter of Agreement was replaced by an entirely separate contract** with MJD. Amongst the pieces of evidence that the Court finds cogent would be the payments issued to MJD, the correspondence exchanged between them in the course of the works; and the testimonies from witnesses called by both sides of the dealings between MJD and Kosbina. The existence of the odd letters to MJE have been well accounted for and do not detract from this finding.*

...

[70] The Court further agrees with Kosbina that the Letter of Agreement has also been abandoned by conduct of the parties. Section 40 of the Contracts Act 1950 provides:

“When a party to a contract has refused to perform, or disabled himself from performing, his promise in its entirety, the promise may put an end to the contract, unless he has signified, by words or conduct, his acquiescence in its continuance.



[71] The overwhelming evidence credibly and firmly shows that the Plaintiff, MJE has put an end to the Letter of Agreement. There is no signal from MJE, be it in the form of words or conduct, that it has acquiesce in its continuance ...”

(emphasis added)

[45] Similarly in this case, there is no indication from the defendant that he intended to continue with the Agreement. In fact, he acted in accordance with the Arrangement and not the Agreement. The Arrangement culminated in a contractual arrangement between the plaintiff and the defendant, as evidenced by the purchase orders, delivery orders and invoices issued by the parties.

[46] In this regard, the defendant’s argument that there is no sufficient evidence of any communication regarding the Arrangement and as such, no contractual relationship between the parties, is erroneous. In my view, the contractual relationship has been established through the purchase orders, delivery orders and invoices issued.

[47] It is also in evidence that the defendant had paid a total amount of RM200,000, by way of three separate cheques, on 14 January 2021 for RM100,000, on 18 May 2022 for RM50,000 and on 20 May 2021 for RM50,000 in response to demands by the plaintiff for the outstanding amount due for the Goods. This shows that the defendant was aware of his obligations to make payments for the Goods.



[48] Thus, I hold that there is a contract between the plaintiff and the defendant, and that the defendant is bound to pay the amount outstanding pursuant to the purchase orders, delivery orders and invoices issued.

[49] As a final point, I shall address the defendant's argument that a letter dated 11 August 2020 issued by the plaintiff to Powering proved that it was Powering that was indebted to the plaintiff for the Goods. The letter reads as follows:

“Perkara: Penarikan dari projek pengantian paip lama bagi tahun 2017 di negeri Johor daerah Kluang, Kota Tinggi & Mersing.

Merujuk kepada perkara di atas, kami (CENTURY BUILDTECH SDN BHD) ingin memaklumkan kepada pihak tuan bahawa kami akan menarik diri dari projek yang disebut diatas sah 1 ogos 2020 dengan serta merta.

Kami juga ingin memaklumkan kepada pihak tuan bahawa semua bil bahan paip air yang belum dijelaskan oleh PEMBINAAN SYAFIE RAMLI yang berjumlah RM 1, 205, 898. 13 hendaklah ditanggung oleh pihak tuan (Lampiran Sertakan)

*.
Bayaran boleh dibuat berdasarkan klaim bulanan dari PAAB (Pengurus Aset air Berhad) sehinggalah jumlah dilunaskan atau sehingga Kontrak tamat. Bayaran hendaklah di jelaskan tidak lewat dari tarikh kontrak tamat.*

Kerjasama dari pihak tuan adalah amat dihargai.”



[50] I find the defendant's argument to be misconceived. The circumstances which led to the issuance of the letter are important. The letter was issued following the plaintiff's discovery that the defendant had dealt with and obtained payments directly from Powering. PW1 explained at J13 of this witness statement ("WS-PW1") that the letter was issued as the plaintiff was concerned that the defendant would not be able to pay the amount outstanding for the Goods. It is for this reason that the letter states as follows:

"Kami juga ingin memaklumkan kepada pihak tuan bahawa semua bil bahan paip air yang belum dijelaskan oleh PEMBINAAN SYAFIE RAMLI yang berjumlah RM 1, 205, 898. 13 hendaklah ditanggung oleh pihak tuan ..."

[51] There is no indication in the letter of any contractual nexus between Powering and the plaintiff, that would give rise to an obligation by Powering to make payment for the Goods.

D. Decision

[52] The court finds that the plaintiff has proven that there is a valid contract between the plaintiff and the defendant on the sale and supply of the Goods and that the defendant is obligated to pay for the Goods supplied under the contract. The plaintiff's claim was therefore allowed, and the court granted the reliefs sought in paragraph 10 of the statement of claim.

[53] After brief submissions by counsel, the court awarded costs of RM30,000 to the plaintiff.



Dated 16 April 2024

- sgd -

ADLIN ABDUL MAJID
Judge
High Court of Malaya
Commercial Division (NCC6)
Kuala Lumpur

Counsel:

Plaintiff : Simon Hong (together with Tan Wei Jie) of Messrs.
Simon Hong

Defendant : Nabilah Ab Razak of Messrs. Iylia Ismail & Co



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