



**IN THE HIGH COURT OF MALAYA AT SHAH ALAM
IN THE STATE OF SELANGOR DARUL EHSAN, MALAYSIA
[CIVIL SUIT NO: 22NCVC-1141-09/2012]**

BETWEEN

**SULAIMAN HJ MOHD SALLEH
(I/C NO.: 450123-07-5167)**

... PLAINTIFF

AND

- 1. UNITEDSTAR CORPORATION SDN BHD ... DEFENDANTS
(COMPANY'S NO: 266494-W)**
- 2. UMW TOYOTA MOTOR SDN BHD
(COMPANY NO: 60576-K)**

GROUND OF JUDGMENT

THE PLAINTIFF'S CASE

[1] On 27.4.2011, a contract was entered into between the plaintiff and the first defendant (hereinafter referred to as the “Contract”) whereby the plaintiff agreed to purchase a car known as Toyota Prius 1.8 L (A) (hereinafter referred to as “the said vehicle”) for a total sum of RM135,830.95 (hereinafter referred to as the “Purchase Price”). The payment was made in cash by the plaintiff.

[2] The first defendant was at all material times the agent and/or dealer of the second defendant. The second defendant at all material times carries on the business of assembling, importing, distributing and selling Toyota modelled vehicles. This was never disputed by the parties.

[3] On 22.7.2012, the said vehicle was successfully registered with the Road Transport Department, Malaysia (“JPJ”) under the plaintiff’s name.

[4] The plaintiff further alleged that during the negotiation stage between the plaintiff and the first defendant, an agent of the first defendant made the following representations to induce the plaintiff to enter into the Contract, namely:

- a) that the plaintiff was given a brochure which contained, among others, a statement that the said vehicle was a hybrid vehicle which can reduce fuel consumption;

- b) that the brochure also contained a statement which stated that said vehicle is capable of reducing fuel consumption where the said vehicle is capable of going as far as 38 kilometres per one litre of fuel; and
- c) the capability of the said vehicle with regard to the fuel consumption was also confirmed orally by the agent of the first defendant during the negotiation stage.

[5] The plaintiff also claimed that as a result of the said representations, the plaintiff was induced to enter into the said Contract.

[6] The plaintiff further alleged that in time, the plaintiff discovered that the representations were not true and in particular:

- a) that the fuel consumption of the said vehicle was more than the amount represented;
- b) that the fuel consumption was at the rate of approximately 5 litres for 100 kilometres of mileage as displayed on the said vehicle's computerised system; and
- c) that the second defendant had by way of a letter dated 10.1.2012 issued to the plaintiff confirmed that the actual rate of fuel consumption for the said vehicle was 25 kilometres per one litre of fuel.

[7] As a result of the above, the plaintiff had forwarded complaints to the defendants requesting for the defendants to make good the defects of the said vehicle and/or to substitute a new vehicle of the same model with the said vehicle or to refund in full the Purchase Price together with insurance already paid in respect of the said vehicle. The plaintiff alleged that the defendants failed to address the plaintiff's request.

[8] It was further claimed by the plaintiff that the plaintiff had suffered losses of RM1,000 being the amount of fuel consumption in excess of those represented as at 11.6.2012.

[9] By virtue of a letter dated 11.6.2012 issued by the plaintiff's solicitors, the plaintiff demanded for the refund of the Purchase Price including RM1000 being the excessive fuel consumption as mentioned above. However, the defendants failed to adhere to the plaintiff's demand resulting in the plaintiff filing this action by way of writ dated 24.9.2012.

[10] The plaintiff in the statement of claim dated 24.9.2012 claimed for the following relief:

- a) a declaration the said Contract is rescinded;
- b) a refund of RM135,830.95 ("judgment sum");
- c) a sum to be assessed by the Court with regard to the loss on extra fuel consumption of the said Vehicle;

- d) interest at the rate of 4% per annum from the judgment sum from 27.4.2011 until the date of judgment;
- e) interest at the rate of 4% per annum from the judgment sum from the date of judgment until full realization;
- f) costs; and
- g) any other relief the Court deems fit.

THE DEFENDANT'S CASE

[11] Firstly the defendant's contended that the fuel consumption of 38 kilometres per one litre of fuel was based on Japan's standard of Japan Cycle 10-15 Mode and the actual consumption of fuel was subject to certain driving conditions.

[12] The defendants also denied the fact alleged by the plaintiff that the defendants' agent had made the representations as alleged by the plaintiff.

[13] The defendants had by way of a letter dated 1.3.2012 informed the plaintiff that the actual consumption of fuel may vary according to certain driving conditions for instance and not limited to the manner of driving, the number of passengers in the said vehicle during motion, road conditions, terrain, temperature, the quality of fuel used and/or the total load contained in the said vehicle. It must also be noted that this matter was made known in writing after the Contract has been entered into.

[14] It was also contended by the defendants that the computerised system of the said vehicle as relied by the plaintiff was not capable of displaying the correct information relating to this issue as the computerised system of the said vehicle will also display the driving distance projection range based on fuel consumption in the past.

[15] The defendant also contended that the plaintiff's allegation that the defendant had not taken any steps to address this matter is misconceived. The defendants had responded to the plaintiff's complaints and in particular, on 13.12.2011, the second defendant through its agents had conducted a test drive of the said vehicle to investigate whether there are any defects in the said vehicle.

[16] By way of a letter dated 10.1.2012, the second defendant confirmed that the actual fuel consumption of the said vehicle from the Federal highway to Sepang was 25 kilometres per one litre of fuel taking into consideration the driving conditions as mentioned above.

[17] Dissatisfied with the above finding, the plaintiff had again filed another complaint in which the defendants had on 17.1.2012 carried out an inspection of the said vehicle only to confirm that the said vehicle was in a good working condition with no defects whatsoever in respect to its fuel consumption system.

FINDINGS OF THE COURT

[18] The plaintiff in the present case relied mainly on the law of contract and in particular on the law regarding misrepresentation to support his claim in this suit.

[19] Section 18 of the Contracts Act 1950 [Act 136] (hereinafter referred to as “the Contracts Act”) provides that:

““Misrepresentation” includes-

- (a) the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though he believes it to be true;
- (b) any breach of duty which, without an intent to deceive, gives an advantage to the person committing it, or anyone claiming under him, by misleading another to his prejudice, or to the prejudice of anyone claiming under him; and
- (c) causing, however innocently, a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement.”

[20] It is pertinent to note that the instances under section 18 of the Contracts Act are open-ended and not exclusive. Therefore, the circumstances set out therein are not the only instances of misrepresentation to which the section is confined. However it is the duty of the Court to determine whether the misrepresentation alleged

by the plaintiff is an actionable misrepresentation by looking at the facts of each case and whether those facts fall under one or more of the three paragraphs under section 18 of the Contracts Act. (see *Sim Thong Realty Sdn Bhd v. Teh Kim Dar* [2003] 3 CLJ 227 (CA) at p. 235)

[21] Furthermore, Gopal Sri Ram JCA (as he then was) in the case of *Sim Thong Realty Sdn Bhd v. Teh Kim Dar* (*supra*) at p. 234 of the report held with regard to actionable misrepresentation as follows:

“Now the elements of an actionable misrepresentation are well settled. They are set out as follows in *Professor McKendrick’s Contract Law*, 3rd edn, a leading work on the subject:

A misrepresentation may be defined as an unambiguous, false statement of fact which is addressed to the party misled and which materially induces the contract. This definition may be broken down into three distinct elements. The first is that the representation must be an unambiguous false statement of fact, the second is that it must be addressed to the party misled and the third is that it must be a material inducement to entry into the contract.”

[22] Section 18 of the Contracts Act must be read together with section 19 of the Contracts Act which provides that:

“(1) When consent to an agreement is caused by coercion, fraud, or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was so caused.

(2) A party to a contract, whose consent was caused by fraud or misrepresentation, may, if he thinks fit, insist that the contract shall be performed, and that he shall be put in the position in which he would have been if the representations made had been true.

Exception-If such consent was caused by misrepresentation or by silence, fraudulent within the meaning of section 17, the contract, nevertheless, is not voidable, if the party whose consent was so caused had the means of discovering the truth with ordinary diligence.

Explanation-A fraud or misrepresentation which did not cause the consent to a contract of the party on whom the fraud was practised, or to whom the misrepresentation was made, does not render a contract voidable.”

[23] The plaintiff in the present case relied on limb (a) of section 18 of the Contracts Act and alleged that the plaintiff was induced to purchase the said vehicle in reliance to the misrepresentations of the defendants.

[24] Be that as it may, the defendants contended that based on the statement of claim and in particular under paragraph 10, the plaintiff’s cause of action was not based on section 18 of the Contracts Act which provides for innocent misrepresentation but section 17 of the Contracts Act since there was an allegation of fraud by the plaintiff against the defendants. The relevant passage in the statement of claim provides as follows:

“10. Defendan Pertama dan Defendan Kedua telah membuat representasi tersebut secara fraud dan menyadari bahawa representasi tersebut adalah palsu dan tidak benar dan/atau dengan cuai tidak mengambil berat samaada representasi tersebut adalah benar atau palsu.”

[25] Section 17 of the Contracts Act provides that:

““Fraud” includes any of the following acts committed by a party to a contract, or with his connivance, or by his agent, with intent to deceive another party thereto or his agent, or to induce him to enter into the contract:

- (a) the suggestion, as to a fact, of that which is not true by one who does not believe it to be true;
- (b) the active concealment of a fact by one having knowledge or belief of the fact;
- (c) a promise made without any intention of performing it;
- (d) any other act fitted to deceive; and
- (e) any such act or omission as the law specially declares to be fraudulent.

Explanation-Mere silence as to facts likely to affect the willingness of a person to enter into a contract is not fraud, unless the circumstances of the case are such that, regard being had to

them, it is the duty of the person keeping silence to speak, or unless his silence is, in itself, equivalent to speech.”

[26] Therefore, in addition to the three elements of actionable misrepresentation as provided above, the plaintiff, who is bound by his pleading, must therefore prove that the misrepresentation was made fraudulently.

The misrepresentation must be an unambiguous false statement of fact.

[27] With regard to this issue, the plaintiff submitted that the misrepresentation by the defendants came in two forms, namely the statements contained in the brochure as against the second defendant and the oral statements made by one Adam Ahmad (SD1) the agent or salesman of the first defendant.

[28] I find it pertinent to firstly decide on whether there was a misrepresentation made by SD1 in the present case.

[29] SD1 in the present case denied ever making any representation to the plaintiff that the plaintiff will get the fixed mileage of 38 kilometres per one litre of fuel. SD1 also mentioned that as an experienced car salesman, he knew that fuel consumption for each and every car varies according to several factors such as driving style, number of passengers, load in the car, speed, tyre pressures and terrains. SD1 stressed that he would never make such a representation which may amount to a guarantee. According to SD1, he admitted that he did mention to the plaintiff that the vehicle was capable of the said mileage of 38 kilometres per one litre of fuel but the actual mileage

would depend on the driving conditions and may vary. The basis of what he said to the plaintiff is his reference to the brochure itself. SD1 also admitted that he gave an example to the plaintiff that if the said car was driven at a high speed and the accelerator was pressed, the fuel consumption would increase and the mileage would be reduced.

[PSSD1 Q17, 18, 21 and 22]

[30] I find no reason to doubt the evidence given by SD1. SD1's evidence was unshaken, credible and straightforward throughout the trial.

[31] The plaintiff also failed to produce any evidence to suggest that the said misrepresentation was made by SD1. In addition to the above, no mention of SD1 was ever made in the correspondence between the plaintiff and the defendants. There were never any complaints lodged by the plaintiff against SD1 to the defendants. Reference was only made to the statements contained in the brochure. Eventually during trial, the plaintiff admitted that the SD1 never told him that he would get a fixed mileage of 38 kilometres per one litre of fuel as alleged. I find that with this reason alone, the plaintiff failed to prove that the first defendant, through its agent had made a representation to the plaintiff that the plaintiff would get a fixed mileage of 38 kilometres per one litre of fuel. The plaintiff failed to prove his case against the first defendant.

[32] Now I turn to consider the brochure issued by the second defendant which was alleged to be a misrepresentation as against the plaintiff. It was alleged that the representation and the advertisement in the brochure was clear that the said vehicle can achieve the mileage of 38 kilometres per one litre of fuel. It was alleged that the said vehicle is

unable to achieve the said mileage supported by the letter dated 10.1.2012 (P9) issued by the defendants to the plaintiff, the statement of fact as contained in the brochure was therefore claimed to be false.

[33] The second defendant called one witness namely one Ong Kim Heng (SD2), the technical information manager of the second defendant to give evidence. When asked on whether the statement as advertised in the brochure was false and untrue, SD2 gave the following evidence:

“Q: So is this statement of 38 kilometres per litre as stated in the said brochure a false or untrue statement?

A: No it is not false or untrue. This figure is obtained as a result of the Japan Cycle 10-15 Mode testing. The Toyota Prius is made in Japan and is imported into Malaysia by the second defendant, as a completely built up unit (CBU). The second defendant deals with Toyota make vehicles. It knows that Japanese make of cars were tested using the Japan Cycle 10-15 mode testing platform which was the standard. The testing was done by the second defendant’s principal Toyota Motor Corporation in Japan. The test result of 38 kilometres per litre was given by Toyota Motor Corporation as the manufacturer. The second defendant also knows and states that the figure of 38 kilometres per litre is based on specific testing conditions but may vary under actual driving conditions. Also the mileage of 38 kilometres for one litre of fuel can be reached or even exceeded if the right driving conditions are present. So to the second defendant, that

statement in the brochure is actually correct and true.”[PSSD2 Q21]

[34] The relevant part regarding the mileage in the said brochure came in two forms. The first being the pictorial illustrations on how the Toyota Prius works in various driving conditions. The second being in the form of and I shall quote the relevant part as follows:

“38 KM/LITRE:

Able to run in EV Mode (electric vehicle mode) without using petrol. System is intelligently controlled for optimum efficiency ... Fuel consumption figures based on the Japan Cycle 10-15 Mode. Actual fuel consumption may vary.”

[35] The plaintiff submitted on the discrepancies in the mileage of the said vehicle in which SD2 during cross-examination gave the following evidence:

“Q: You have advertised 38 kilometres per litre, if you multiply 45, a full tank capacity, you will get 1710, do you agree?

A: Agree. Mathematical calculation.

Q: Subsequently, P13 you state 25 kilometres per litre, if you multiply 45, you will get 1125 kilometres but you say 732 to 832, now asking you as a layman do you think it is reasonable?

A: No, it is not reasonable.”

[37] The plaintiff also raised that based on the second defendant's letter which stated that the highest drivable distance of the said vehicle to be 82 kilometres to be very unreasonable. Again, DW2 during cross-examination gave the following evidence:

“Q: If you advertise 38 kilometres per litre, based on your own letter is 18 kilometres per litre, is it reasonable?

A: Not reasonable.”

[37] In support of this claim, the plaintiff referred to the principles in the case of *Low Kon Fatt v. Port Klang Golf Resort (M) Sdn Bhd* [1998] 3 CLJ Supp 301 where it was held by RK Nanthan J (as he then was) as follows:

“Where the defendant has made a false representation to the plaintiff which had the object and result of inducing the plaintiff to enter into the licence agreement dated 20 April 1991, the plaintiff may in my judgment elect to regard the contract as rescinded. Whilst I accept the fact that a representation must be distinguished from a mere statement, yet where a statement is presented in such a way as to represent a fact which would induce the representee to enter into the contract then it is my duty to hold that such a statement was intended to have contractual force and is thus a contractual term...In *Ching Yik Development Sdn Bhd v. Setapak Heights Development Sdn Bhd* [1995] 1 BLJ 28 the Court of Appeal held that where a term that has been flouted is fundamental to the contract, the innocent party is entitled to treat

himself as being discharged from further obligations under it. It further held that if the breach is of such a nature that it goes to the root of the contract, then the term broken is fundamental in nature. On the other hand, if the consequences of the breach are not serious, then the term in question is a subsidiary one entitling the innocent party to recover damages but not to treat the contract as being at an end.”

[38] Upon careful perusal of the evidence before me, I am unable to agree with the submission of the plaintiff. It is clear upon perusal of the evidence before me especially by looking at the brochure even in isolation that the mileage of 38 kilometres per one litre of fuel is not fixed but subject to various driving conditions. In this regard, SD1 had prior to the sale of the said vehicle reminded the plaintiff of the above. I am unable to agree that the plaintiff had entered into the Contract in reliance to the fact that the car is able to achieve a fixed mileage of 38 kilometres per one litre of fuel when in fact, he was aware prior to the sale and purchase of the said car that the actual mileage was subject to certain driving conditions and may vary according to its usage. I would go so far as to say that there was no misrepresentation at all based on the facts in the present case.

[39] Therefore, in view of all the evidence presented before me, I find that the plaintiff had failed to establish the first element against the defendants.

The misrepresentation must be addressed to the person misled.

[40] Save the issue on misrepresentation as discussed above, I have no hesitation to hold that the brochure was addressed to the plaintiff as a buyer who alleged that he had been misled.

The misrepresentation was a material inducement in inducing the plaintiff to enter into the Contract.

[41] With regard to this issue, the plaintiff submitted that the sole reason for the plaintiff to enter into the Contract is the representation of both SD1 and statements contained in the brochure which led him to believe that the Toyota Prius is the most fuel efficient hybrid car in Malaysia. The relevant part the plaintiff's evidence is as follows:

“Q: What did Encik Adam Ahmad represent to you during his visit to your house?

A: Encik Adam brought a copy of the brochure and advised me on the specification of the said car to me. Among other, he said that the car runs on a 1.8 litre engine and it had the power of a car with 2.4 litre engine. During the test drive of the car, Encik Adam Ahmad made representations to me that the fuel mileage is 38 kilometres for each litre of petrol. He also emphasised to me on the specifications of the said brochure which shows the same thing, ie, 38km/litre. The fact that for each litre of petrol that I could travel a distance of 38 kilometres was what made me to be excited and to decide to purchase this car. Having regard to the other hybrid cars

in the market, those representations led me to believe that this is the most fuel efficient hybrid car in the Malaysian market at the material time within my budget and save me money in the long run because of low fuel consumption capability of this 1.8L Toyota Hybrid.”[PSSP1 Q7]

[42] On the other hand, the defendants contended firstly that the plaintiff is a person who held two degrees in engineering from Australia and plant engineering from the United Kingdom, an engineer by training and also a person who had served with the United Nations as a Chief Engineer for a period of 7 years. He is not an uneducated man. Given his qualification and experience, he would have noticed that the mileage of 38 kilometres per one litre of fuel was subject to various factors. In fact he admitted during cross-examination that based on his experience and knowledge, he was well aware that fuel consumption would fluctuate and vary according to the conditions and no engine or car or vehicle can be running at the same rate of fuel consumption. Therefore, I am unable to find that the representation made to the plaintiff was the material inducement factor that the plaintiff took into account in purchasing the said vehicle.

[43] In addition to the above, the plaintiff had in his witness statement gave evidence as follows:

“Q: What made you decide to purchase the hybrid car?

A: Since the petrol price was increasing year by year and as a pensioner, I am feeling the pinch. Being the position, I decided to look for a hybrid car to save money on petrol,

particularly in the long run. At that material time, the hybrid cars were a hit in the market and there were two popular brands then ie, one is by Toyota and the other one is by Honda. Since, my aim in purchasing a hybrid car is to maximise fuel efficiency: I was looking for a hybrid car with the best mileage (sic). After comparing all the advertisements and based on the representations by the first defendant's sale representative, I decided to purchase a Toyota Prius 1.8(A) from the first defendant. Actually Honda said it will take a minimum of 6 months delivery period and I did not want to wait though the 1.5 litre Honda Insight would have cost about RM35,000.00 less than the 1.8 Prius.

Q: Please explain to the Court why did you enter into a contract to purchase the Toyota Prius 1.8 L(A)?

A: I called on a friend telling him I wanted to buy a Toyota car. Then one Datuk Michael Lim called me and said that one Dr. Martin Wee, managing director of the first defendant will get in touch to introduce the Toyota Prius 1.8L. He subsequently told me that his sale representative by the name of Encik Adam Ahmad will be contacting me soon.”

[44] Based on the above, the defendants submitted that the plaintiff had already decided to buy a hybrid car, the plaintiff initially had a choice of either the Honda Insight or the Toyota Prius, the plaintiff then ruled out the Honda Insight due to the long waiting period, he had already wanted to buy a Toyota Prius before he engaged or communicated with the first defendant or its agents. Therefore, the

decision to purchase the said vehicle was already made prior to any representation by the defendants or their agents. It cannot be said therefore that the representation in the brochure or by SD1 was the material inducement factor that the plaintiff had relied upon to enter into the Contract. The plaintiff was well aware of the arrangement that he was entering into. I agree with the above submission.

[45] In short, I find that the third element was also failed to be established by the plaintiff.

The misrepresentation was made fraudulently.

[46] In the plaintiff's statement of claim and in particular under paragraph 10 of the said statement of claim, the plaintiff alleged that there was an element of fraud on the part of the defendants as mentioned earlier.

[47] It is trite law that parties to a civil suit are bound by their pleadings and it is not the duty of the Court to create or invent a cause of action or defence under the guise of doing justice. Furthermore, the Court should only give decisions in strict compliance with the parties' pleadings. (see *Menah Sulong v. Lim Soo & Anor* [1983] 1 CLJ 26 (FC), *RHB Bank Bhd (substituting Kwong Yik Bank Bhd) v. Kwan Chew Holdings Sdn Bhd* [2010] 2 MLJ 188 (FC), and *Amanah Butler (M) Sdn Bhd v. Yike Chee Wah* [1997] 1 MLJ 750 (CA))

[48] For the purpose of completeness, it is trite law that the standard of proof in cases of fraud in a civil action is beyond reasonable doubt. (see *Yong Tim v. Hoo Kok Chong & Anor* [2005] 3 CLJ 229 (FC)).

[49] In relation to the above, no evidence was tendered by the plaintiff to support the allegation of fraud as alleged in the statement of claim with regard to the representation made by the defendants. In this regard I find that the plaintiff had failed to prove his case against the defendants in accordance to what he had pleaded in the pleadings.

Whether the disclaimer clause can be referred to by the Defendants

[50] The plaintiff in the present case, in addition to the allegation of fraudulent misrepresentation, submitted that the disclaimer clause in the said brochure cannot be relied upon by the defendants to absolve their liabilities under the said Contract.

[51] The plaintiff relied on several cases namely *Hakko Products Pte Ltd v. Danzas (Singapore) Pte Ltd* [2000] 3 SLR 488, *Thornton v. Shoe Lane Parking Ltd* [1971] 2 QB 163 and *Sanggaralingam Arumugam v. Wong Kok Wah & Anor* [1987] CLJ (Rep) 964 which provides that exemption and limitation of liabilities clause must be brought to the attention of the other party prior to the parties entering into the contract. In this regard, the plaintiff submitted that he had no prior notice of the exemption clause and that he had no idea of what the Japan Cycle 10-15 Mode is and it was never brought to his attention.

[52] It was further submitted that the plaintiff ought to be made known of the material facts before the purchase of the said vehicle and that the Contract was that of *uberrimaefidei*, a contract of utmost good faith.

Reliance was placed on the principles in the case of *Asia Insurance Co Ltd v. Tat Hong Plant Leasing Pte Ltd* [1992] 4 CLJ (Rep) 324.

[53] The defendants on the other hand, contended that the statement used in the brochure, namely “actual fuel consumption may vary” is very clear and the mileage of 38 kilometres per one litre of fuel is not fixed and subject to actual driving conditions. It was further contended by the defendants that the statements contained in the brochure were statement of facts and in no way should it be regarded as an exemption clause which “absolves a party to a contract liability for breaking it”. (see the House of Lords’ decision in the case of *Photo Production Ltd v. Securicor Transport Ltd* [1980] AC 827 applied in the local Court of Appeal case of *Mayban Trustees Bhd v. CIMB Bank Bhd and other appeals* [2012] 6 MLJ 354)

[54] The defendants also contended that the contract of *uberrimaefidei* is not applicable in contracts of services or contracts for the sale of goods. (see Chitty On Contracts Vol. 1 General Principles paragraphs 6-135).

[55] In this regards, I agree with the contention raised by the defendants. I find the submission of the plaintiff with regard to this issue to be wholly misconceived.

CONCLUSION

[56] In light of all of the above principles and the evidence presented before me, I am satisfied that the plaintiff had failed to prove his case against the defendants based on the reasons set herein. I hereby



dismiss the plaintiff's claim with costs of RM12,000.00 to be paid to the defendants.

DATED: 18 JUNE 2013

(HASHIM HAMZAH)
JUDICIAL COMMISSIONER
HIGH COURT OF MALAYA
SHAH ALAM

Counsels:

For the plaintiff - Habizan Habeeb (Triptal Kau & K S Shasha with him);

M/s Rahman Rohaida

Bangunan ABDACOM

No. 32, 3rd Floor

Jalan Medan 9

Taman Medan

46000 Petaling Jaya

Selangor Darul Ehsan

[Ref: 2012/LIT/0060]

Tel: 03-7772 3355/3553

Fax: 03-7772 1771

For the defendants - Jasmeetpal Singh; M/s Siew & Jasmeet

Suites 7.5 & 7.6, 7th Floor

Heritage House

33, Jalan Yap Ah Shak

50300 Kuala Lumpur

[Ref: J/L/3195/12]

Tel: 03-2721 2788

Fax: 03-2721 2708