



DALAM MAHKAMAH TINGGI MALAYA DI KUALA LUMPUR

DALAM WILAYAH PERSEKUTUAN, MALAYSIA

WRIT SAMAN NO.: WA-22NCC-70-02/2025

ANTARA

**TEO YUN HOCK
(NO. K/P: 760531-01-6805)**

...PLAINTIF

DAN

- 1. AUTOHOME MOTOR SDN. BHD.
(NO. SYARIKAT: 201801047018 [1309050-K])**
- 2. GO AUTO SALES SDN. BHD.
(NO. SYARIKAT: 201001041065 [924990-H])**
- 3. SHEIKH MOHAMAD AZLI BIN SHEIKH
MOHAMAD NASIMUDDIN KAMAL
(NO. K/P: 841123-14-5987)**
- 4. SHEIKH MOHAMAD AZRUL BIN
SHEIKH MOHAMAD NASIMUDDIN KAMAL
(NO. K/P: 881011-14-5129)**
- 5. AHMAD AZAM BIN SULAIMAN
(NO. K/P: 660504-08-5807)**
- 6. GO AUTO SERVICES SDN BHD
(NO. SYARIKAT: 200901020284 [863381-M])**
- 7. GOAUTO GROUP SDN BHD
(NO. SYARIKAT: 202101024407 [1424707-P])**
- 8. INTRO SYNERGY SDN BHD
(NO. SYARIKAT: 202301002869 [1496788-K])**
- 9. NEXV MANUFACTURING SDN. BHD.
(NO. SYARIKAT: 202301028042 [1521965-U])**



10. **SPE FOUNDATION**
(NO. SYARIKAT: 202201031815 [1477512-X]))
11. **ASPIRE ARENA SDN. BHD.**
(NO. SYARIKAT: 201501041884 [1167205-V])
12. **SMS AUTO WORLD SDN. BHD.**
(NO. SYARIKAT: 201001009362 [893992-V])
13. **PHOENIX PINNACLE SDN. BHD.**
(NO. SYARIKAT: 201601006614 [1177541-V])
14. **FAROK BIN MAASOM**
(NO. K/P: 701220-71-5393)
15. **DATO' SHEIKH MOHAMAD SHALAHUDDIN AYUBI KAMAL
AZAD BIN SHEIKH MOHAMAD AMIN**
(NO. K/P: 570130-05-5099)
16. **WAN AHMAD BIN WAN OMAR**
(NO. K/P: 680630-11-5091)
17. **GO AUTOMOBILE MANUFACTURING SDN. BHD.**
(NO. SYARIKAT: 201301005035 [1034878-V])
18. **JOY DESIGN STUDIO SDN. BHD.**
(NO. SYARIKAT: 201401003242 [1079316-K])
19. **W & R RESOURCES SDN. BHD.**
(NO. SYARIKAT: 200501016554 [693597-D])

...DEFENDAN-DEFENDAN

PERNYATAAN TUNTUTAN TERPINDA

PIHAK-PIHAK

1. Plaintiff merupakan pengarah dan pemegang saham Defendan Pertama yang berdaftar di Suruhanjaya Syarikat Malaysia (SSM).



S/N UUgQ/FpEOE26YsHFxcnWA

**Note : Serial number will be used to verify the originality of this document via eFILING portal

2. Sebelum 20.08.2021, jumlah modal berbayar Defendan Pertama adalah 2,000,000 dan pegangan saham Defendan Pertama pada masa yang relevan adalah seperti berikut: -

Nama pemegang saham	Peratusan Saham	Saham
Teo Yun Hock (Plaintif)	75%	1,500,000
Lai Li Fa	25%	500,000

3. Sebelum 20.08.2021, Plaintiff adalah pemilik benefisial bagi 25% saham yang dimiliki oleh Lai Li Fa dalam Defendan Pertama menurut Perjanjian Jual Beli Saham bertarikh 16.08.2020.
4. Defendan Pertama adalah sebuah syarikat sendirian berhad yang mempunyai alamat di No. 35-3, Jalan Metro Perdana Barat 1, Taman Usahawan Kepong Utara, 52100 Kuala Lumpur Wilayah Persekutuan dan menjalankan perniagaan jualan dan perkhidmatan servis kenderaan bermotor.
5. Defendan Ke-2 adalah sebuah syarikat sendirian berhad yang mempunyai alamat perniagaan di No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry park, 40000 Shah Alam, Selangor. Defendan Ke-2 adalah dalam perniagaan jualan dan perkhidmatan servis kenderaan bermotor.
6. Defendan Ke-3 adalah seorang individu yang cukup umur dan beralamat di No. 40, Jalan 6/105, Taman Midah, Cheras 56000 Kuala Lumpur, Wilayah Persekutuan.



Defendan Ke-3 adalah seorang pengarah dan/atau pemegang saham Defendan-Defendan yang dibutirkan seperti berikut :-

Syarikat	Pengarah	Jumlah Saham	Pegangan saham dalam peratusan
Defendan Ke-2 (Go Auto Sales Sdn Bhd)	Ya	13,493,390	Lebih daripada 98% saham
Defendan Ke-6 (Go Auto Services Sdn Bhd)	Ya	200,000	20%
Defendan Ke-7 (Goauto Group Sdn Bhd)	Tidak, dilantik pada 16.07.2021 dan telah meletak jawatan pada 25.03.2024.	250,000	25%
Defendan Ke-8 (Intro Synergy Sdn Bhd)	Ya.	700,000 saham dimiliki melalui Defendan Ke-7	70% dimiliki melalui Defendan Ke-7



Defendan Ke-9 (Nexv Manufacturing Sdn Bhd)	Tidak.	49 saham dimiliki melalui Defendan Ke- 7	0.001959922% dimiliki melalui Defendan Ke-7
Defendan Ke-10 (SPE Foundation)	Ya.	N/A	N/A
Defendan Ke-11 (Aspire Arena Sdn Bhd)	Ya.	71,000	71%
Defendan Ke-12 (SMS Auto World Sdn Bhd)	Ya.	244,999	24.50%
Defendan Ke-13 (Phoenix Pinnacle Sdn Bhd)	Ya	127,501	51%
Defendan Ke-17 (Go Automobile Manufacturing Sdn Bhd)	Tidak	N/A	N/A (Secara tidak langsung melalui syarikat Defendan Ke-19)
Defendan Ke-19 (W & R	Tidak	260,000	19%



S/N UUgQ/FpEOE26YsHFxcnWA

**Note : Serial number will be used to verify the originality of this document via eFILING portal

Resources Sdn Bhd)			
-----------------------	--	--	--

7. Defendan Ke-4 adalah seorang individu yang beralamat di No. 53, Jalan Suadamai 10/1B, Bandar Tun Hussein Onn, 43200 Cheras, Selangor, Malaysia. Defendan Ke-4 adalah pemegang saham tunggal dan pengarah Defendan Pertama dan Ke-18.

8. Defendan Ke-5 adalah seorang individu yang beralamat di No. 19, Jalan Platinum 7/56A, Seksyen 7, 40000 Shah Alam, Selangor. Defendan Ke-5 adalah pemegang saham syarikat Defendan Ke-19 yang memegang 130,000 saham, iaitu 11% daripada syarikat Defendan Ke-19. Defendan Ke-5 adalah seorang pengarah Defendan Ke-2 pada setiap masa yang relevan.

Defendan Ke-5 juga adalah seorang pengarah syarikat Defendan Ke-7 sejak 16.07.2021 hingga 25.03.2024.

9. Defendan Ke-6 adalah sebuah syarikat sendirian berhad yang mempunyai alamat perniagaan di No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor. Defendan Ke-6 memiliki 244,995 saham syarikat Defendan Ke-2, iaitu sekitar 1,78% saham.

10. Defendan Ke-7 adalah sebuah syarikat sendirian berhad yang mempunyai alamat perniagaan di No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.



11. Defendan Ke-8 adalah sebuah syarikat sendirian berhad yang mempunyai alamat perniagaan di No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.
12. Defendan Ke-9 adalah sebuah syarikat sendirian berhad yang beralamat di Third Floor, No. 77, 79 & 81, Jalan SS21/60, Damansara Utama, 47400 Petaling Jaya, Selangor. Sesalinan Carian SSM
13. Defendan Ke-10 adalah sebuah syarikat awam berhad dengan Jaminan yang beralamat di Unit 19-02, Level 19, Binjai 8 Suite, No. 2, Lorong Binjai, 50450 Kuala Lumpur, Wilayah Persekutuan KL.
14. Defendan Ke-11 adalah sebuah syarikat sendirian berhad yang beralamat di No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.
15. Defendan Ke-12 adalah sebuah syarikat sendirian berhad yang beralamat di 75-1A, Jalan Melati Utama 4, Taman Melati Utama, 53100 Kuala Lumpur, Wilayah Persekutuan KL.
16. Defendan Ke-13 adalah sebuah syarikat sendirian berhad yang beralamat di No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.



17. Defendan Ke-14 adalah seorang individu yang beralamat di No. 2, Jalan Ruat, 06900 Yan, Kedah Darul Aman. ~~Saya menyatakan bahawa~~ Defendan Ke-14 adalah seorang pengarah terdahulu Defendan Ke-7 yang telah meletak jawatan 25.03.2024 dan kini adalah seorang pengarah Defendan Ke-6, Ke-8, Ke-17 dan Ke-19. Defendan Ke-14 juga adalah seorang pemegang saham Defendan Ke-6, Ke-7 dan Ke-19, memegang 80,000 saham yang terdiri daripada 8% daripada saham modal syarikat Defendan Ke-6, 250,000 saham yang terdiri daripada 25% daripada saham modal syarikat Defendan Ke-7 dan 455,000 saham terdiri daripada 34% daripada saham modal syarikat Defendan Ke-19.
18. Defendan Ke-15 adalah seorang individu yang beralamat di Lot 746, Kampung Bukit Raya, Batu 9 $\frac{3}{4}$, Jalan Hulu Langat, 43200 Cheras, Sleangor. Defendan Ke-15 adalah seorang pengarah dan pemegang saham Defendan Ke-12. Defendan Ke-15 juga adalah pemegang majoriti Defendan Ke-6, memegang 510,000 saham yang terdiri daripada 51% daripada saham modal syarikat Defendan Ke-6.
19. Defendan Ke-16 adalah seorang individu yang beralamat di No. 28, Persiaran BLM 4A, Bandar Laguna Merbok, 08000 Sungai Petani, Kedah Darul Aman. Defendan Ke-16 adalah seorang pengarah syarikat Defendan Ke-2 dari 12.12.2010 hingga 15.10.2020 dan juga seorang pemegang saham Defendan Ke-7, memegang 250,000 saham yang terdiri daripada 25% daripada saham modal syarikat Defendan Ke-7. Defendan Ke-16 adalah seorang pengarah syarikat Defendan Ke-17. Defendan Ke-16 adalah seorang pengarah dan pemegang saham syarikat



Defendan Ke-19 yang memegang 485,000 saham yang terdiri daripada 36% saham modal syarikat Defendan Ke-19.

20. Defendan Ke-17 adalah sebuah syarikat sendirian berhad yang beralamat di No. 5-4-2, Jalan 2/50, Diamond Square, Off Jalan Gombak, 53000 Kuala Lumpur, Wilayah Persekutuan KL.
21. Defendan Ke-18 adalah sebuah syarikat sendirian berhad yang mempunyai alamat berdaftar di No. 5-4-2, Jalan 2/50, Diamond Square, Off Jalan Gombak, 53000 Kuala Lumpur, Wilayah Persekutuan KL.
22. Defendan Ke-19 adalah sebuah syarikat sendirian berhad yang mempunyai alamat berdaftar di No. 20-2, Jalan 65C, Off Jalan Pahang Barat, Pekeliling Business Centre, Wilayah Persekutuan Kuala Lumpur.

LATAR BELAKANG

23. Defendan Pertama telah ditubuhkan pada 28.12.2018. Plaintiff adalah seorang pengarah dan pemegang saham majoriti Defendan Pertama yang berdaftar di Suruhanjaya Syarikat Malaysia (SSM) sejak penubuhannya hingga 20.08.2021 .
24. Defendan Pertama pada setiap masa yang relevan adalah sebuah pusat bengkel jualan dan perkhidmatan servis dan adalah pengedar kereta yang diberi kuasa bagi kenderaan bermotor berjenama Proton.



25. Oleh kerana Defendan Pertama adalah pengedar kereta 3S yang diberi kuasa bagi kenderaan bermotor berjenama Proton, Defendan Pertama boleh dapatkan sokongan langsung, alat gantian automobil dan stok kenderaan secara terus daripada Proton Holdings Berhad (623177-A) dengan syaratnya bahawa Defendan Pertama mesti mematuhi garis panduan yang berkaitan dengan ketat dan mesti mendapatkan kelulusan yang relevan daripada Proton Holdings Berhad (623177-A) bagi hal berkenaan dengan tadbir urus (*corporate governance*) syarikat Defendan Pertama.
26. Pada atau sekitar Ogos 2020, Defendan Ke-3 telah menghubungi ~~saya~~ Plaintif dan mewakili syarikat Defendan Ke-2 menyatakan minat mereka untuk membeli Defendan Pertama, syarikat ~~saya~~ Plaintif.
27. Pada masa yang relevan tersebut, Plaintif memiliki 100% saham modal berbayar syarikat Defendan Pertama dan satu rakan kongsi perniagaan Plaintif bernama Lai Li Fa memegang 25% saham tersebut atas amanah untuk Plaintif.
28. Menurut Perjanjian Jual Beli Saham bertarikh 04.02.2021 ("**Perjanjian Jual Beli Saham tersebut**"), Plaintif dan Lai Li Fa telah bersetuju untuk menjual dan Defendan Ke-2 telah bersetuju untuk membeli perniagaan Defendan Pertama bersama-sama dengan semua sahamnya, iaitu 100% saham yang dimiliki oleh Plaintif dalam syarikat Defendan Pertama untuk jumlah balasan pembelian sebanyak RM6,480,000.00.



29. Sebelum Perjanjian Jual Beli Saham tersebut dilaksanakan, Defendan Ke-2 telah membuat pembayaran deposit sebanyak RM648,000.00 sebagai sebahagian daripada jumlah balasan keseluruhan.
30. Pada 20.08.2021, Plaintiff dan Lai Li Fa telah menandatangani pemindahan kesemua saham syarikat Defendan Pertama kepada Defendan Ke-2. Pada hari yang sama, Plaintiff dan Lai Li Fa juga telah meletakkan jawatan sebagai pengarah Defendan Pertama dan kemudiannya, Defendant Ke-3 telah dilantik sebagai pengarah syarikat Defendan Pertama.
31. Menurut Klaus 3.2 Perjanjian Jual Beli Saham tersebut, Defendan Ke-2 diwajibkan untuk membayar baki harga pembelian sebanyak RM5,832,000.00 semasa penyelesaian Perjanjian Jual Beli Saham tersebut pada atau sebelum 31.01.2021. Memandangkan saham syarikat Defendan Pertama telah dipindahkan sepenuhnya daripada Plaintiff dan Lai Li Fa kepada Defendan Ke-2, baki harga pembelian sebanyak RM5,832,000.00 adalah matang untuk pembayaran kepada Plaintiff. Klaus 3.2 Perjanjian Jual Beli Saham tersebut adalah seperti berikut:



- 3.2. The Purchaser shall hereby pay a sum amounting to Ringgit Malaysia Five Million Eight Hundred Thirty-Two Thousand (RM5,832,000-00) Only (upon deduction of the sum of monies stipulated in clause 3.1 abovementioned) being the balance Purchase Price amounting to ninety percent (90%) from the total Purchase Price (hereinafter defined as the "Balance Purchase Price") to the Vendors in accordance with the following payment milestones –

Milestone	% of Sale Shares	Number of Shares	Amount (RM)	Payment Method
Upon signing	n/a	n/a	n/a	n/a
Upon the Completion or on or before 31 January 2021	100%	2,000,000	Ringgit Malaysia Five Million Eight Hundred Thirty-Two Thousand (RM5,832,000-00) Only	Direct to the Vendors

32. Walau bagaimanapun, pada 23.08.2021, pada suatu mesyuarat antara Plaintiff dan Defendan Ke-3 ("**Mesyuarat Pelanjutan tersebut**"), ~~saya~~ Plaintif dimaklumkan bahawa Defendan Ke-2 tidak dapat mematuhi dan memenuhi terma-terma pembayaran menurut Klausu 3.2 Perjanjian Jual Beli Saham tersebut kerana kekangan kewangan (*'financial constraints'*) Defendan Ke-2 yang disebabkan oleh wabak pada masa itu. Pada Mesyuarat Pelanjutan tersebut, Defendan Ke-3 telah minta untuk rundingan semula terma-terma pembayaran di bawah Perjanjian Jual Beli Saham tersebut semasa Defendan Ke-2 dan/atau Ke-3 akan mendapatkan pinjaman dan/atau bantuan kewangan bagi tujuan penyelesaian baki harga pembelian.
33. Dengan niat baik dan sebagai tanda niat murni, pada Mesyuarat Pelanjutan tersebut, Plaintiff telah bersetuju untuk menandatangani suatu perjanjian tambahan atas Perjanjian Jual Beli Saham tersebut ("**Perjanjian Tambahan tersebut**") memberi kebenaran kepada Defendan Ke-2 untuk menggunakan syarikat



Defendan Pertama untuk mendapatkan pinjaman dan/atau bantuan kewangan bagi tujuan penyelesaian baki harga pembelian.

34. Selanjutnya, Plaintiff telah memberikan lebih banyak masa kepada Defendan Ke-2 untuk menjelaskan baki harga pembelian kepada Plaintiff. Sebagai sebahagian daripada terma-terma yang dipersetujui, Defendan Ke-3 juga telah bersetuju untuk melaksanakan suatu jaminan peribadi untuk baki harga pembelian. Pada hari yang sama dengan Mesyuarat Pelanjutan tersebut, Plaintiff telah mengesahkan terma-terma yang telah dirunding semula yang dibincangkan dalam Mesyuarat Pelanjutan tersebut melalui WhatsApp mesej kepada Defendan Ke-3, yang mana Defendan Ke-3 telah memberikan pengesahannya.

35. Perjanjian Tambahan tersebut telah ditandatangani oleh Defendan Ke-2, Lai Li Fa dan Plaintiff pada 10.09.2021. Menurut Klausu 2.4 Perjanjian Tambahan tersebut, Defendan Ke-2 hendaklah membuat pembayaran baki harga pembelian dalam tempoh 3 bulan dari 31.08.2021 tanpa sebarang faedah dikenakan terhadapnya, iaitu sebelum atau pada 30.11.2021. Klausu 2.4 Perjanjian Tambahan tersebut adalah seperti berikut:-

2.4. It is hereby mutually agreed between the Parties that the Balance Purchase Price shall be made payable by the Purchaser to the Vendors, free of interest, within three (3) months from 31 August 2021 (hereinafter referred to as the "Payment Term").

36. Menurut Mesyuarat Pelanjutan tersebut, Defendan Ke-3 juga telah menandatangani suatu Surat Ikatan Jaminan (*Deed of Guarantee*) bertarikh 21.09.2021 ("**Surat Ikatan Jaminan tersebut**") dengan Plaintiff dan Lai Li Fa supaya Defendan Ke-3 boleh bertindak sebagai penjamin kepada baki harga pembelian yang terhutang oleh Defendan Ke-2 kepada Plaintiff dan Lai Li Fa.



37. Walau bagaimanapun, Klausula-Klausula 2.4, 2.5 dan 2.6 Perjanjian Tambahan tersebut juga memperuntukkan bahawa Defendan Ke-2 perlu membayar sejumlah wang sebanyak 50% daripada baki harga pembelian dalam tempoh 60 hari dari tarikh Perjanjian Tambahan tersebut ditandatangani, iaitu untuk membayar sebelum 09.11.2021 dan untuk membayar baki 50% sebelum 30.11.2021 dan/atau 30.12.2021. Klausula-Klausula 2.5 dan 2.6 Perjanjian Tambahan tersebut adalah seperti berikut:-

- 2.5. Notwithstanding the Payment Term, in the event where the Purchaser is unable to remit the Balance Purchase Price to the Vendors within the Payment Term, the Parties hereby mutually agree to extend the Payment Term for a further additional period of one (1) month (hereinafter referred to as the "Extended Payment Term"), however such payment towards the Balance Purchase Price shall then be subjected to an interest amounting to five per centum (5%) per annum from the total Balance Purchase Price thereof, calculated on a daily rest commencing from the expiry of the Payment Term up until the payment of the Balance Purchase Price by the Purchaser or upon the expiry of the Extended Payment Term, whichever is earlier.
- 2.6. For the purpose of the payment of the Balance Purchase Price by the Purchaser to the Vendors, the Purchaser shall remit to the Vendors the Balance Purchase Price based on the Payment Term and/or the Extended Payment Term (if applicable) and shall be further based on the following terms –
 - (i) That the Purchaser shall remit a sum of monies amounting to fifty per centum (50%) from the total Balance Purchase Price within sixty (60) days from the Effective Date and
 - (ii) That the Purchaser shall remit the balance of fifty per centum (50%) from the total Balance Purchase Price within the Payment Term and/or Extended Payment Term, whichever is applicable.

38. Atas permintaan Defendan Ke-3, Plaintiff juga telah menolong syarikat Defendan Ke-2 dalam mempercepatkan dan memperoleh pelepasan pembayaran sebanyak RM4,384,452.36 dan RM622,433.16 yang terhutang oleh Kementerian Pertahanan kepada syarikat Defendan Ke-2 melalui perhubungan Plaintiff. Ini telah



disahkan oleh Defendan Ke-3 sendiri melalui WhatsApp mesej bertarikh 24.10.2022.

39. Walaupun Plaintiff telah menunjukkan niat baik (*good faith*) dan tanda niat murni(*goodwill*), Defendan Ke-2 hanya membuat pembayaran sebanyak RM2,300,000.00 yang dibuat melalui pelbagai pembayaran sporadik pada 22.12.2021, 16.02.2022 dan 28.03.2022 (“**Pembayaran Sporadik tersebut**”). Sehingga kini, masih terdapatnya baki tertunggak sebanyak ~~RM1,103,359.94~~ RM 3,532,000.00.

40. Walaupun banyak peringatan telah diberi, Defendan Ke-2 telah gagal, enggan dan/atau cuai untuk membuat pembayaran baki harga pembelian sebanyak ~~RM1,103,359.94~~ RM 3,532,000.00 dalam pelanggaran terhadap Perjanjian Jual Beli Saham.

40.1. Sebagai pelanggaran selanjutnya terhadap Klausula-Klausula 2.4, 2.5 dan 2.6 dalam Perjanjian Tambahan tersebut, Defendan Ke-2 telah gagal untuk membayar sejumlah wang yang berjumlah 50% daripada baki harga belian dalam tempoh 60 hari dari tarikh menandatangani Perjanjian Tambahan tersebut, iaitu untuk membuat pembayaran selewat-lewatnya pada 09.11.2021, dan untuk membayar baki 50% selebihnya pada atau sebelum 30.11.2021 dan/atau 30.12.2021.

41. Plaintiff dan Lai Li Fa telah memulakan suatu Petisyen Penggulangan dengan nombor kes WA-28NCC-371-04/2023 pada 26.04.2023 untuk menuntut



pembayaran baki harga pembelian. Walau bagaimanapun, petisyen tersebut telah dibatalkan dengan kebebasan untuk difailkan semula oleh Mahkamah Tinggi pada 01.04.2024.

42. Selepas siasatan dan pendedahan selanjutnya, Plaintiff menyedari bahawa bukan sahaja terdapatnya perlanggaran Perjanjian Jual Beli Saham tersebut dan Perjanjian Tambahan tersebut oleh Defendan Ke-2. Defendan-Defendan telah juga melakukan frod sebenar dan/atau ekuiti (*'actual and/or equitable fraud'*) dan/atau pernyataan palsu secara penipuan (*'fraudulent misrepresentation'*) terhadap Plaintiff. Butiran frod sebenar dan/atau ekuiti (*'actual and/or equitable fraud'*) dan/atau pernyataan palsu secara penipuan (*'fraudulent misrepresentation'*) adalah seperti yang berikut: -

**Butiran frod sebenar dan/atau ekuiti (*'actual and/or equitable fraud'*)
dan/atau pernyataan palsu secara penipuan (*'fraudulent
misrepresentation'*)**

- 42.1. Defendan Ke-2 dan/atau Ke-3 telah secara frod, sengaja, tidak jujur dan berniat jahat mencuri syarikat Plaintiff, iaitu Defendan Pertama, daripada Plaintiff dan secara salah mengalih saham Plaintiff daripadanya.
- 42.2. Pada 10.07.2023, Defendan Ke-2 dan/atau Ke-3 telah secara salah dan memecahkan amanah dan keyakinan (*breach of trust and confidence*), memindahkan kesemua saham Defendan Pertama



kepada Defendan Ke-4, suatu pihak yang bukannya parti dalam Perjanjian Jual Beli Saham tersebut, bertujuan bukan sahaja untuk menipu Plaintiff daripada pemilikan Defendan Pertama Plaintiff, tetapi juga untuk mengelakkan liabiliti dengan sengaja dan berniat jahat meletakkan aset serta saham Defendan Pertama di luar jangkauan undang-undang.

- 42.3. Plaintiff juga mendapati bahawa Defendan Ke-2 telah gagal untuk memfailkan sebarang penyata kewangan beraudit dengan SSM sejak tahun 2019.
- 42.4. Defendan Ke-3 juga dengan sengaja menggunakan pelbagai syarikat di bawah kawalannya sebagai alat penipuannya (*vehicles of fraud*) untuk menyembunyikan dan/atau mengelakkan (*conceal and/or evade*) liabiliti.
- 42.5. Alamat berdaftar dan alamat perniagaan Defendan Ke-2 adalah sama dengan Defendan Ke-6, Ke-7 dan Ke-8.
- 42.6. Alamat perniagaan Defendan Ke-2 adalah sama dengan Defendan Ke-11 dan Ke-13, tetapi Defendan Ke-11 dan Ke-13 mempunyai alamat berdaftar yang berbeza.



- 42.7. Defendan Ke-3 pada setiap masa yang relevan telah menggunakan Defendan Ke-6, Ke-7, Ke-8, Ke-11 dan Ke-13 untuk menjalankan perniagaan yang sama atau serupa di premis yang sama.
- 42.8. Bertujuan untuk mengelak dan/atau menyembunyikan liabiliti kepada Plaintiff, Defendan Ke-3 telah merancang (*orchestrated*) pelbagai langkah taktikal yang tidak sah dan menyalahi undang-undang untuk mengalihkan operasi perniagaan syarikat Defendan Ke-2 kepada pelbagai syarikat lain yang dikawal secara langsung atau tidak langsung olehnya. Ini dilakukan bertujuan untuk penipuan, dan secara tidak sah, licik dan/atau berniat jahat, untuk memindahkan, memperuntuk(*appropriate*) dan/atau mengalih wang dan aset yang diperoleh daripada pendapatan dan perniagaan Defendan Ke-2 kepada ejen, wakil, pekerja dan/atau proxi Defendan Ke-3, termasuk tetapi tidak terhad kepada Defendan Ke-4, Ke-5, Ke-14, Ke-15, dan/atau Ke-16, serta entiti-entiti lain di bawah kawalan langsung atau tidak langsung Defendan Ke-3, termasuk tetapi tidak terhad kepada Defendan Ke-6, Ke-7, Ke-8, Ke-9, Ke-10, Ke-11, Ke-12, Ke-13, Ke-17, Ke-18 dan/atau Ke-19.
- 42.9. Untuk memujuk dan/atau menipu Plaintiff supaya tidak menguatkuasakan Perjanjian Jualan Saham bertarikh 04.02.2021 dan memberikan lebih masa kepada Defendan Ke-2 untuk membuat pembayaran baki harga pembelian kepadanya, Defendan Ke-3 dan Ke-5 dalam kapasiti peribadi mereka dan/atau bagi pihak Defendan



Ke-2 telah membuat pelbagai pernyataan atau representasi palsu kepada Plaintiff semasa Mesyuarat Pelanjutan tersebut dan sepanjang tempoh sebelum menandatangani Perjanjian Tambahan tersebut dan Surat Ikatan Jaminan tersebut bertarikh 21.09.2021 (**“Tempoh Pelanjutan Perjanjian”**) bahawa Defendan Ke-2 akan membuat pembayaran baki harga pembelian mengikut terma Perjanjian Tambahan tersebut dan bahawa Defendan Ke-3 secara peribadi akan menjamin pembayaran tersebut melalui Surat Ikatan Jaminan tersebut. (**“Representasi Palsu Sebelum Pelanjutan”**)

42.10. Namun, Defendan Ke-2, Ke-5 dan/atau Ke-3 telah membuat Representasi Palsu Sebelum Pelanjutan kepada Plaintiff untuk: -

- (i) Mengelirukan, menipu dan/atau memperdayakan Plaintiff supaya mempercayai bahawa Defendan Ke-2 dan/atau Ke-3 akan membayar dan menyelesaikan tanggungjawab undang-undang mereka kepada Plaintiff dalam masa terdekat;
- (ii) Mengelirukan, menipu dan/atau memperdayakan Plaintiff supaya mempercayai bahawa Defendan Ke-2 mempunyai kemampuan kewangan dan/atau kapasiti untuk membayar dan menyelesaikan tanggungjawab undang-undang mereka kepada Plaintiff;



(iii) Mengelirukan, menipu dan/atau memperdayakan Plaintiff supaya memberikan masa kepada Defendan Ke-2 dan/atau Ke-3 untuk berbuat demikian;

(iv) Salah menggunakan dan/atau mengalihkan wang yang diperoleh oleh Defendan Ke-2 dan/atau Ke-3 yang sepatutnya digunakan untuk memenuhi tanggungjawab undang-undang mereka kepada Plaintiff, dan

42.11. Oleh itu, atas sebab-sebab di atas, Defendan Ke-2, ke-5 dan/atau Ke-3 telah membuat Representasi Palsu Sebelum Pelanjutan dengan pengetahuan bahawa ia adalah palsu atau tanpa mempercayainya sebagai benar dan dengan niat untuk mengeliru, menipu, dan/atau memperdaya Plaintiff.

42.12. Bergantung kepada Representasi Palsu Sebelum Pelanjutan dibuat oleh Defendan Ke-2, Ke-5 dan/atau Ke-3, yang telah memudaratkan Plaintiff, Plaintiff telah bersetuju untuk melanjutkan tempoh pembayaran baki harga pembelian dan menandatangani Perjanjian Tambahan tersebut dengan Defendan Ke-2 serta Surat Ikatan Jaminan tersebut dengan Defendan Ke-3.



- 42.13. Sementara itu, Bayaran Sporadik tersebut yang dibuat oleh Defendan Ke-2 hanyalah merupakan tipu helah Defendan Ke-2, Ke-3, Ke-4 dan/atau Ke-5 untuk melakukan skim penipuannya.
- 42.14. Pada setiap masa yang relevan, Defendan Ke-6, Ke-7, Ke-8, Ke-10, Ke-11, Ke-12, Ke-13, Ke-17, Ke-18 dan/atau Ke-19 adalah 'alter ego' Defendan Ke-3 dan merupakan alat penipuan Defendan Ke-3 untuk menyembunyikan dan/atau mengelakkan liabiliti. Hal ini demikian kerana Defendan Ke-3 memegang jawatannya sebagai pengarah dan/atau pemegang saham majoriti dalam syarikat Defendan Ke-6, Ke-7, Ke-8, Ke-10, Ke-11, dan/atau Ke-13 dan kawalan secara tidak langsung oleh Defendan Ke-3 menerusi agen, wakil dan/atau proxinya terhadap syarikat Defendan Ke-12, Ke-17, Ke-18 dan/atau Ke-19.
- 42.15. Plaintiff juga mendapati bahawa Defendan Ke-2, Ke-3 dan/atau Ke-4 telah berjaya dalam mendapatkan bantuan kewangan sebanyak RM4 juta daripada Perbadanan Usahawan Nasional Berhad (No. Pendaftaran: 199101010745 [221057-V]) bawah Perjanjian Kemudahan Tawarruq (*Tawarruq Facility Agreement*) melalui gadaian yang dimasukkan pada 15.05.2024 dan kemudahan pembiayaan melalui gadaian terbuka daripada Public Bank Bhd melalui satu Sijil Pendaftaran Gadaian (*Certificate of Registration of Charge*) bertarikh 05.08.2022.



- 42.16. Kemudahan pembiayaan ini telah diperolehi dalam tempoh masa di mana Defendan Ke-2 seharusnya memaklumkan fakta ini kepada Plaintiff dan membayar jumlah wang tersebut sebagai baki harga pembelian.
- 42.17. Namun, Plaintiff tidak dimaklumkan oleh sesiapa pun mengenai kemudahan pembiayaan yang diperolehi oleh Defendan Ke-2, Ke-3 dan/atau Ke-4 melalui syarikat Defendan Pertama yang dinyatakan di atas.
- 42.18. Ini adalah walaupun dengan bantuan Plaintiff atas permintaan peribadi Defendan Ke-3 untuk membantu memperoleh pelepasan pembayaran berjumlah kira-kira RM4,384,452.36 dan RM622,433.16 yang terhutang daripada Kementerian Pertahanan kepada Defendan Ke-2.
- 42.19. Sementara Defendan Ke-2, Ke-3, Ke-4 dan/atau Ke-5 berjaya mendapatkan kemudahan pembiayaan yang dinyatakan di atas, mereka telah berkonspirasi atau berkomplot untuk menipu Plaintiff daripada saham syarikat Plaintiff dalam Defendan Pertama. Defendan Ke-2, Ke-3, Ke-4 dan/atau Ke-5 telah berkonspirasi atau berkomplot untuk, secara menyalahi undang-undang dan salah, menafikan hak Plaintiff terhadap jualan saham yang dimiliki oleh Plaintiff dalam Defendan Pertama.



42.20. Selepas tamatnya Tempoh Pelanjutan Perjanjian pada 21.09.2021, Defendan Ke-3 telah membuat pelbagai pernyataan dan representasi palsu yang memberi tanggapan kepada Plaintiff bahawa Defendan Ke-2 dan/atau Ke-3 akan membuat pembayaran penuh bagi baki harga pembelian secepat mungkin seperti berikut: (dirujuk secara kolektif sebagai “**Pernyataan-Pernyataan Palsu**”): (Dalam semua mesej WhatsApp berikut antara Plaintiff dan Defendan Ke-3, ‘JaMes’ merujuk kepada Plaintiff dan pihak penerima dalam mesej tersebut adalah Defendan Ke-3)

- (i) Defendan Ke-3 telah membuat representasi palsu , iaitu dia telah berjanji untuk membayar 50% baki harga pembelian pada 9.11.2021, yang disahkan melalui mesej WhatsApp Plaintiff bertarikh 3.11.2021 dan 9.11.2021 seperti berikut:

“[03/11/2021, 12:01:13] JaMes: Hi Dato, How are you? Just to remind you that the 1st payment due on next Tuesday. ;) thanks”

“[09/11/2021, 09:59:32] JaMes: Dato, good morning. As your promise to pay 50% balance of payment is due today.”

- (ii) Defendan Ke-3 telah membuat representasi palsu bahawa Defendan Ke-2 dan/atau Ke-3 akan dapat membuat pembayaran baki harga pembelian setelah Defendan Ke-2 dan/atau Ke-3 menerima hutang tertunggak mereka, iaitu



hutang kerajaan yang terhutang kepada mereka, melalui mesej WhatsApp Defendan Ke-3 bertarikh 22.11.2021 seperti berikut:

*"[22/11/2021, 16:28:22] JaMes: For your outstanding government debt payment. My experience to advise you-go auto to complain at Ketua Setiausaha Negara. Once complain submit, payment may receive in 24 hours.
[22/11/2021, 16:32:50] +60122380447: yes bos. thanks for your suggestion
[22/11/2021, 16:33:00] +60122380447: they are processing it"*

- (iii) Defendan Ketiga telah membuat representasi palsu bahawa Defendan Kedua dan/atau Ketiga sedang mencari wang untuk membuat pembayaran baki harga pembelian secepat mungkin melalui mesej WhatsApp Defendan Ketiga bertarikh 25.11.2021 seperti berikut:

*"[25/11/2021, 12:27:21] JaMes: Hallo Any update? Tomorrow Friday again. Be responsive. Tell me what is your plan? No payment at all or how?
[25/11/2021, 12:33:24] +60122380447: Helo boss. I'm finding money now to pay u.
[25/11/2021, 12:33:33] +60122380447: Surely some payment"*

- (iv) Defendan Ke-3 telah mengukuhkan (*reinforced*) representasi palsu bahawa Defendan Ke-2 dan/atau Ke-3 akan dapat membuat pembayaran baki harga pembelian setelah Defendan Ke-2 dan/atau Ke-3 menerima hutang



tertunggak mereka, iaitu hutang kerajaan yang terhutang kepada mereka, melalui mesej WhatsApp Defendan Ke-3 bertarikh 26.11.2021 seperti berikut:

“[26/11/2021, 11:04:34] JaMes: Hallo boss, any update for payment today?

[26/11/2021, 14:59:44] JaMes: Don't mind share me your mindef outstanding debt payment amount or contract . I will check out and come back to you soon.

[26/11/2021, 15:33:31] +60122380447: Mindef 5million outstanding under go auto sales”

- (v) Defendan Ke-3 telah membuat representasi palsu bahawa Defendan Ke-2 dan/atau Ke-3 sedang menunggu dana daripada pelabur dan akan membuat pembayaran baki harga pembelian selepas menerima pembayaran dana tersebut melalui mesej WhatsApp Defendan Ke-3 bertarikh 1.12.2021 seperti berikut:

“[29/11/2021, 17:19:12] JaMes: Meaning that mindef alredy paid go auti

[29/11/2021, 17:19:12] JaMes: Bcz ths appeal letter to waive the penalty from their pymen

[29/11/2021, 17:21:45] JaMes: How s our payment? How long you think want to drag us? Tomorrow see you at your office? What time?

[29/11/2021, 17:30:59] +60122380447: In a meeting now

[29/11/2021, 17:31:06] +60122380447: I willet u know later

[29/11/2021, 20:05:08] JaMes: Any outcome .?

[01/12/2021, 10:56:12] JaMes: Good morning. Payment ok?



[01/12/2021, 15:16:42] JaMes: Payment ready ?
[01/12/2021, 15:36:47] +60122380447: Good afternoon
[01/12/2021, 15:37:05] +60122380447: Give me until 6pm.
Waiting from investor when can transfer
[01/12/2021, 15:37:19] JaMes: 🙏
[01/12/2021, 19:19:00] JaMes: Boss,how?
[02/12/2021, 10:29:54] JaMes: Boss,tomorrow Friday again. How s the payment today?"

- (vi) Defendan Ke-3 telah mengukuhkan representasi palsu bahawa Defendan Ke-2 dan/atau Ke-3 sedang mencari wang untuk membuat pembayaran baki harga pembelian secepat mungkin melalui mesej WhatsApp Defendan Ke-3 bertarikh 2.12.2021 seperti berikut:-

"[02/12/2021, 10:29:54] JaMes: Boss,tomorrow Friday again. How s the payment today?
[02/12/2021, 12:01:41] JaMes: Boss,do you feel pressure daily and Why keep us delay and no confirmation date on payment again. You didn't feel what we feel after company and bank balance also transfer to you pass 3 month.
Why can't you borrow from your sibling and pay us some. How long still need to wait and drag?
[02/12/2021, 12:02:31] +60122380447: Of course boss I feel obligated to make the payment to u
[02/12/2021, 12:02:38] +60122380447: I'm trying my best to get the money
[02/12/2021, 12:03:20] +60122380447: I also don't want to drag too long
[02/12/2021, 12:07:23] JaMes: The problem is no payment at all from you after due date. And Keep drag until no date. Your



promise can be deliver after postpone and postpone. Pls think of your word. Everyone got their difficulty.

[02/12/2021, 12:08:55] JaMes: Be steady la boss. A head of organization. We all have limitation

[02/12/2021, 13:27:52] JaMes: Boss, actually do you plan and ready to pay us on time? You have to remember the 4 month ago the previous meeting with your lawyer and Suhaimi committed to us that grace period 2-3month maximum for you to withdraw your property loan and made payment to us. But ...

Now how..

[02/12/2021, 13:29:22] JaMes: Everyday I am pressure. Pls think the settlement

[02/12/2021, 13:30:17] +60122380447: Loan approval target mid this month. With my property as collateral

[02/12/2021, 13:30:49] +60122380447: But while waiting Loan to approve n disburse now I borrow from other people

[02/12/2021, 13:31:09] +60122380447: I understand ur commitment

[02/12/2021, 13:31:38] +60122380447: I will kejar the money to pay u at least half before mid this month

[02/12/2021, 13:31:46] JaMes: Ya, I need your immediate payment. people after me call me daily.

[02/12/2021, 13:32:38] JaMes: Boss, I cannot wait mid month. Pls pay some"

- (vii) Defendan Ke-3 telah mengukuhkan representasi palsu bahawa Defendan Ke-2 dan/atau Ke-3 sedang mencari wang untuk membuat pembayaran penuh baki harga pembelian secepat mungkin dengan membuat pembayaran sebahagian baki harga pembelian sebanyak kira-kira RM1 juta kepada Plaintiff. Pembayaran tersebut



sebenarnya adalah langkah taktikal oleh Defendan Ke-2 dan/atau Ke-3 untuk membeli masa, melalui Defendan-Defendan yang lain, merancang skim penipuan dan menipu Plaintiff serta untuk menyembunyikan dan/atau mengelak tanggungjawab undang-undang Defendan Ke-2 dan/atau Ke-3 yang sedia ada untuk membuat pembayaran penuh kepada Plaintiff. Representasi tersebut boleh dilihat melalui mesej WhatsApp Defendan Ke-3 yang relevan seperti berikut:-

“[21/02/2022, 11:56:43] JaMes: Good afternoon boss, any update for the balance of payment ? Thks

[17/03/2022, 11:02:23] JaMes: Good morning Dato,the payment 1m isn't ready ? Tqvm

[17/03/2022, 11:45:53] +60122380447: morning bos

[17/03/2022, 11:45:57] +60122380447: next week can collect from lawyer

[17/03/2022, 11:48:03] JaMes: <attached: 00000144-STICKER-2022-03-17-11-48-03.webp>

[28/03/2022, 08:09:38] JaMes: <attached: 00000145-STICKER-2022-03-28-08-09-38.webp>

[28/03/2022, 08:09:44] JaMes: Good morning boss,isn't possible can collect today? Thks.

[30/03/2022, 12:01:28] JaMes: Boss,Received the 1m payment. Can please update us estimate for balance of final payment. Thank you 🙏👍

[03/04/2022, 14:32:48] JaMes: <attached: 00000148-PHOTO-2022-04-03-14-32-48.jpg>



[21/04/2022, 09:46:32] JaMes: Good morning boss,any idea when to final settlement for the balance? I need the fund to start my oversea businesses soon. Kindly update me boss. Thks 🙏

[28/04/2022, 13:47:51] JaMes: Gd afternoon Dato, any update for the payment? My businesses start by mid of May,and really need your kindness to deliver the outstanding. I need the capital to run the business.

[28/04/2022, 14:11:30] +60122380447: afternoon bos. i will try to arrange payment in may bos. 🙏"

"[08/06/2022, 08:50:01] JaMes: Good morning Dato, attached is the summary outstanding for your kind action. Time fly and the debt is coming for year anniversary. 😊😊Hope boss can deliver it,am really need it urgent for my venture businesses. 🙏

[08/06/2022, 08:50:41] JaMes: Letter to Adnan Rahim & Co (Outstanding payment as at 31.5.2022).pdf • 4 pages <attached: 00000162-Letter to Adnan Rahim & Co (Outstanding payment as at 31.5.2022).pdf>

[08/06/2022, 09:00:46] +60122380447: ok noted bos. i'm waiting the letter offer very soon bos. hope can clear everything to u very soon

[08/06/2022, 09:02:22] JaMes: Really appreciate 🙏

[08/06/2022, 10:44:00] JaMes: How soon it is? Or specific date? I need it to do my planning

[08/06/2022, 12:35:43] JaMes: Pls Advise boss. Thks🙏"

- (viii) Defendan Ke-3 telah mengukuhkan representasi palsu bahawa Defendan Ke-2 dan/atau Ke-3 akan membuat pembayaran baki harga pembelian apabila mereka menerima hutang tertunggak daripada kerajaan melalui mesej WhatsApp Defendan Ke-3 seperti berikut:-



"[24/10/2022, 20:50:25] JaMes: Dato, kindly call back and how is the collection from MOD? I am having meeting tomorrow morning with My friend Ts chua . He know Ts hishamuddin well also. All are BN member, May help it and need your info. Pls reply and listen my call

[24/10/2022, 21:27:59] +60122380447: evening bos

[24/10/2022, 21:28:09] +60122380447: mod already paid last week

[24/10/2022, 21:28:24] +60122380447: thanks for your help

[24/10/2022, 21:38:53] JaMes: Welldone and May get your full payment isnt ?"

- (ix) Defendan Ke-3 telah mengukuhkan representasi palsunya seperti yang dinyatakan di atas dengan mendakwa bahawa dia sendiri kononnya masih dalam proses mendapatkan pembayaran melalui mesej WhatsApp Defendan Ke-3 seperti berikut:-

"[11/01/2023, 10:33:35] JaMes: Morning .. pls ready the payment tomorrow. I am getting heavy pressure now. Thks

[11/01/2023, 13:02:16] JaMes: Boss, Tomorrow go your lawyer office collect the cheque?

[11/01/2023, 19:19:45] JaMes: Hallo, boss, dapat bayar ke tidak ? terus terang

[11/01/2023, 19:31:19] JaMes: Boss, be gentleman. Don't push me to corner

[11/01/2023, 19:45:45] +60122380447: i x dpt lagi fund boss

[11/01/2023, 19:45:51] +60122380447: tgh usaha pinjam org ni"

"



42.21. Dengan itu, representasi seperti yang disebutkan dalam subperenggan di atas jelas palsu dan/atau tidak benar kerana Defendan Ke-2 dan/atau Ke-3 dengan jelasnya telah memperoleh kemudahan pembiayaan menggunakan syarikat Defendan Pertama melalui satu caj terbuka daripada Public Bank Berhad melalui Sijil Pendaftaran Caj bertarikh 05.08.2022.

42.22. Selepas itu, kecuali untuk mesej WhatsApp yang tidak berkaitan, Defendan Ke-3 tidak membalas mesej-mesej Plaintiff.

42.23. Defendan Ke-2 dan/atau Ke-3 telah membuat Pernyataan-Pernyataan Palsu kepada Plaintiff bertujuan untuk:

- (i) Mengelirukan, menipu dan/atau memperdayakan Plaintiff untuk mempercayai bahawa mereka akan membayar dan menyelesaikan kewajipan undang-undang mereka kepada Plaintiff dalam masa yang terdekat,
- (ii) Mengelirukan, menipu dan/atau memperdayakan ~~saya~~ Plaintiff untuk mempercayai Defendan Ke-2 mempunyai kemampuan kewangan dan/atau kemampuan untuk membayar dan menyelesaikan kewajipan undang-undangnya kepada Plaintiff,



(iii) Mengelirukan, menipu dan/atau memperdayakan Plaintiff untuk memberikan masa untuk Defendan Ke-2 dan/atau Ke-3 untuk berbuat demikian,

(iv) Secara salah memperoleh dan/atau mengalirkan (*siphon*) wang yang telah diperoleh oleh mereka yang sepatutnya digunakan untuk memenuhi kewajiban undang-undang mereka yang sedia ada kepada Plaintiff; dan

42.24. Oleh sebab alasan yang dinyatakan, Defendan Ke-2 dan/atau Ke-3 telah membuat Pernyataan-Pernyataan Palsu dengan pengetahuan bahawa ia adalah palsu atau tidak mempercayainya sebagai benar dan dengan niat jahat untuk mengelirukan, menipu dan/atau memperdayakan Plaintiff.

42.25. Bergantung kepada Pernyataan-Pernyataan Palsu Defendan Ke-3, yang telah memudaratkan Plaintiff, Plaintiff telah bersetuju untuk melanjutkan tempoh pembayaran baki harga pembelian tersebut dan tidak mengambil tindakan undang-undang terhadap Defendan Ke-2 dan/atau Ke-3 pada masa material.

42.26. Kegagalan Defendan Ke-2, Ke-3, Ke-4 dan/atau Ke-5 untuk memaklumkan tentang kejayaan Defendan Pertama mendapatkan kemudahan pembiayaan yang dinyatakan di atas bukan sahaja merupakan pecahan amanah jenayah dan/atau sivil (*criminal and/or*



civil breach of trust), tetapi juga telah dibuat untuk menyorok, menyembunyikan, memperdayakan dan/atau menipu Plaintiff daripada semua saham yang dimiliki Plaintiff dalam syarikat Defendan Pertama.

- 42.27. Defendan Ke-3 telah melakukan kelakuan dan usaha yang salah di sisi undang-undang dan berniat jahat untuk mengalirkan dan/atau memindah wang yang diperoleh oleh Defendan Ke-2 melalui pelbagai entiti yang dikawal oleh Defendan Ke-3 sama ada secara langsung oleh Defendan Ke-3 sendiri dan/atau secara tidak langsung melalui agen, pekerja, pembantu, wakil, dan/atau proxi Defendan Ke-3.
- 42.28. Sebahagian dan/atau keseluruhan wang yang diperoleh oleh dan/atau melalui Defendan Ke-2 tersebut telah dialirkan dan/atau dipindahkan untuk, secara salah dan menyalahi undang-undang, membiayai perniagaan syarikat Defendan Ke-8, Ke-9, Ke-17, Ke-18 dan/atau Ke-19.
- 42.29. Syarikat Defendan Ke-8, Ke-9, Ke-17, Ke-18 dan/atau Ke-19 terlibat dalam perniagaan yang sama atau serupa berkaitan dengan pembuatan, pengedaran, penjualan, perkhidmatan servis dan/atau pemasangan kenderaan elektrik dan jenis kenderaan lain.



- 42.30. Syarikat Defendan Ke-7 sebagai sebuah syarikat induk telah disalahgunakan oleh Defendan Ke-3 untuk memasuki pelbagai usaha sama (*joint venture*) bagi Defendan Ke-8 dan Ke-9, antaranya adalah dengan sebuah syarikat awam, Careplus Group Bhd, untuk membangunkan dan mengembangkan perniagaan syarikat Defendan Ke-8, Ke-9, ke-17, ke-18 dan/atau Ke-19.
- 42.31. Syarikat Defendan Pertama telah disalahgunakan, dan digunakan secara penipuan, oleh Defendan Ke-2, Ke-3, ke-4 dan/atau Ke-5 untuk mencipta satu tanggapan yang palsu dan/atau mengelirukan kepada orang lain, termasuk tetapi tidak terhad kepada Maxland Berhad dan Careplus Group Bhd, tentang keupayaan Defendan-Defendan, secara bersama dan berasingan, untuk menjalankan satu perniagaan tentang jualan dan/atau perkhidmatan servis kenderaan bermotor.
- 42.32. Defendan Ke-5 terlibat pada setiap masa material dan mempunyai pengetahuan tentang frod sebenar dan/atau ekuiti (*actual and/or equitable fraud*) yang dilakukan oleh Defendan Ke-2, Ke-3 dan Ke-4 kerana Defendan Ke-5 bukan sahaja merupakan penandatangan Perjanjian Jual Beli Saham tersebut, tetapi juga adalah pengarah syarikat Defendan Ke-7 dari 16.07.2021 hingga 25.03.2024.



- 42.33. Defendan Ke-14 adalah seorang ejen, pembantu, wakil dan/atau proxi Defendan Ke-2 dan/atau Ke-3. Melalui pegangan saham dan/atau jawatan pengarahnya yang dipegang oleh Defendan Ke-14 dalam syarikat Defendan Ke-6, Ke-7, Ke-8, Ke-17, dan/atau Ke-19, Defendan Ke-2 dan/atau Ke-3 telah menggunakan Defendan Ke-6, Ke-7, Ke-8, Ke-17 dan/atau Ke-19 untuk melakukan frod sebenar dan/atau ekuiti (*actual and/or equitable fraud*) terhadap Plaintiff.
- 42.34. Defendan Ke-15 adalah seorang ejen, wakil dan/atau proxi Defendan Ke-2 dan/atau Ke-3. Melalui pegangan saham dan/atau jawatan pengarahnya yang dipegang oleh Defendan Ke-15 dalam syarikat Defendan Ke-6 dan Ke-12, Defendan Ke-2 dan/atau Ke-3 telah menggunakan Defendan Ke-6 dan/atau Ke-12 untuk melakukan frod sebenar dan/atau ekuiti (*actual and/or equitable fraud*) terhadap Plaintiff.
- 42.35. Defendan Ke-16 adalah seorang ejen, pembantu, wakil dan/atau proxi Defendan Ke-2 dan/atau Ke-3. Melalui pegangan saham dan/atau jawatan pengarahnya yang dipegang oleh Defendan Ke-16 dalam syarikat Defendan Ke-2, Ke-7 dan Ke-17, Defendan Ke-2 dan/atau Ke-3 telah menggunakan Defendan Ke-2, Ke-7 dan/atau Ke-17 untuk melakukan frod sebenar dan/atau ekuiti (*actual and/or equitable fraud*) terhadap Plaintiff



- 42.36. Defendan Ke-17 dan Ke-18 telah digunakan sebagai alat penipuan (*vehicles of fraud*) Defendan Ke-3 dan/atau Ke-4 untuk melakukan frod sebenar dan/atau ekuiti (*actual and/or equitable fraud*).
- 42.37. Defendan Ke-19 juga telah digunakan sebagai alat penipuan oleh Defendan Ke-3, Ke-5, Ke-14 dan/atau Ke-16 untuk melakukan frod sebenar dan/atau ekuiti (*actual and/or equitable fraud*), iaitu Defendan Ke-19 telah digunakan untuk memasuki satu pengambilalihan yang dicadangkan (*proposed acquisition*) dengan sebuah syarikat yang dikenali sebagai MAXLAND ENERGY SDN BHD, sebuah anak syarikat yang dimiliki sepenuhnya oleh sebuah syarikat awam, MAXLAND BERHAD (DAHULUNYA DIKENALI SEBAGAI PRICEWORTH INTERNATIONAL BERHAD) (“**Maxland**”).
- 42.38. Pengambilalihan yang dicadangkan (*Proposed acquisition*) ini dilakukan supaya menyebabkan Maxland untuk memperoleh saham majoriti yang dimiliki oleh Defendan Ke-19 dalam syarikat Defendan Ke-17. Defendan Ke-3 dan Ke-5 yang merupakan pemegang saham Defendan Ke-19, bersama-sama dengan Defendan Ke-14 dan/atau Defendan Ke-16 yang merupakan pengarah dan pemegang saham syarikat Defendan Ke-19, telah menggunakan Defendan Ke-19 sebagai alat penipuan untuk merancang (*orchestrate*) dan/atau menyebabkan pindahan saham Defendan Ke-19 dalam syarikat Defendan Ke-17 kepada Maxland.



42.39. Defendan Ke-3 juga telah mempunyai kuasa dan/atau mempunyai kuasa nyata dan/atau kuasa yang zahir (*ostensible and/or apparent authority*) terhadap Defendan Ke-9. Semasa Pengurusan Kes e-Review pada 4.3.2025, peguamcara bagi Defendan-Defendan, Tetuan Adnan Rahim & Co, telah mendedahkan bahawa Defendan Ke-3 telah mengarahkan mereka untuk mewakili kesemua Defendan-Defendan, termasuklah Defendan Ke-9. Tetuan Adnan Rahim & Co adalah saksi bahawa Defendan Ke-3 telah mengambil alih kuasa nyata dan/atau kuasa yang zahir (*ostensible and/or apparent authority*) terhadap Defendan Ke-9, khususnya dalam hal pengendalian prosiding ini. Selepas itu, dalam Pengurusan Kes e-Review yang sama, ternyata bahawa peguamcara Defendan Ke-9 yang dilantik melalui Notis Pertukaran Peguamcara bertarikh 4.03.2025 mendakwa bahawa Defendan Ke-9 tidak mempunyai sebarang pengetahuan mengenai dakwaan Tetuan Adnan Rahim & Co bahawa mereka diberi otoriti mengendalikan prosiding ini.

TORT KONSPIRASI DAN/ATAU BANTUAN SECARA CURANG (*DISHONEST ASSISTANCE*) ANTARA DEFENDAN PERTAMA KE DEFENDAN KE-19 DAN/ATAU DUA DARIPADANYA

43. Pada setiap masa yang relevan, sebelum, semasa dan/atau selepas Perjanjian Jual Beli Saham tersebut ditandatangani oleh Plaintiff dan Defendan Ke-2, Ke-3, Ke-4, Ke-5, Ke-6, Ke-7, Ke-8, Ke-9, Ke-10, Ke-11, Ke-12, Ke-13, Ke-14, Ke-15,



Ke-16, Ke-7, Ke-18 dan/atau Ke-19 telah berkonspirasi untuk menipu Plaintiff daripada sahamnya dalam syarikat Defendan Pertama. (“**Konspirasi tersebut**”)

44. Konspirasi tersebut bukan sahaja boleh dilihat melalui fakta bahawa Defendan Ke-6, Ke-7, Ke-8, Ke-9, Ke-11, Ke-13, Ke-17, dan/atau Ke-19 menjalankan perniagaan yang sama atau serupa dari segi sifat dan/atau substansi di premis yang sama, tetapi juga jaringan syarikat yang sangat canggih (*hugely sophisticated network of companies*) yang dikawal oleh Defendan Ke-3, dengan bantuan dan/atau tindakan Defendan Ke-4, Ke-5, Ke-14 dan/atau Ke-16.
45. Defendan Ke-8, Ke-9, Ke-17, Ke-18 dan/atau Ke-19 juga, dengan bekerja bersama dalam pelbagai kapasiti dengan Defendan Ke-3, Ke-7, Ke-14, Ke-15, dan/atau Ke-16, turut terjerat dan terlibat dalam Konspirasi tersebut dan/atau frod sebenar dan/atau frod ekuiti yang dilakukan oleh Defendan Ke-2, Ke-3, dan/atau Ke-4. Oleh itu, Defendan Ke-8, Ke-9, Ke-17, Ke-18, dan/atau Ke-19 secara tidak jujur telah membantu salah laku (*dishonestly assisted*) setiap Defendan, sama ada secara bersama atau berasingan.

Butiran Tort Konspirasi Dan/Atau Bantuan Secara Curang (Dishonest Assistance) Defendan Ke-9

- 45.1 Defendan Ke-9 merupakan sebuah kenderaan korporat usaha sama antara Defendan Ke-7 dan syarikat induk kepada Defendan Ke-9, iaitu Careplus Group Bhd, dengan Careplus Group Bhd memiliki lebih daripada 99.99% saham dalam Defendan Ke-9.



- 45.2 Careplus Group Bhd hanya mula terlibat dalam pemilikan dan pengurusan Defendan Ke-9 pada tahun 2023. apabila ia memperoleh 99.99% saham Defendan Ke-9 pada masa yang material tersebut.
- 45.3 Sebelum Careplus Group Bhd memperoleh saham majoriti dalam Defendan Ke-9, pemilik saham Defendan Ke-9 adalah Defendan Ke-17. Defendan Ke-3, Ke-14 dan/atau Ke-16, antara Defendan-Defendan lain, telah dan masih memainkan peranan penting dalam Defendan Ke-17 sebagai pengarah dan/atau pemegang saham utama.
- 45.4 Oleh itu, pengetahuan Defendan Ke-9 berkenaan dengan penipuan dan/atau frod sebenar dan/atau ekuiti serta salah nyata secara frod Defendan-Defendan, dan/atau penglibatannya dalam melakukan tort konspirasi dan/atau bantuan secara tidak jujur berkenaan dengannya, sebelum pengambilalihan pemilikan oleh Careplus Group Bhd dalam Defendan Ke-9 adalah sangat relevan dan material.
- 45.5 Selanjutnya, Defendan-Defendan, terutamanya Defendan Ke-3, Ke-14 dan/atau Ke-16, selaku pengawal (controller) kepada Defendan Ke-9 pada masa yang material telah menyalurkan wang yang diperoleh berkaitan dengan Defendan-Defendan Pertama dan/atau Ke-2 untuk membiayai perniagaan Defendan Ke-9, berdasarkan pengakuan semua Defendan di dalam affidavit jawapan mereka untuk membantah permohonan Injunksi Mareva oleh Plaintiff.



Pengetahuan Syarikat Induk Kepada Defendan Ke-9

45.6 Careplus Group Bhd juga telah menandatangani satu “binding term sheet” untuk memperoleh 30% saham dalam Defendan Ke-8 daripada Defendan Ke-17 pada harga RM7.4 juta pada 2 Jun 2023.

45.7 Careplus Group Bhd telah menjalankan pemeriksaan wajar perundangan (legal due diligence) secara menyeluruh dan memuaskan berkenaan urusan Defendan Ke-8 sebelum memperoleh saham tersebut dalam Defendan Ke-8.

45.8 Sebelum memperoleh 70% saham dalam Defendan Ke-8, Careplus Group Bhd melalui Defendan Ke-9 mempunyai pengetahuan penuh bahawa, antara lain:

(i) Defendan-Defendan Ke-3, Ke-5 dan/atau Ke-14 merupakan pengarah Defendan Ke-8;

(ii) Pengarah Defendan Ke-17 adalah Defendan-Defendan Ke-14 dan Ke-16, dan pemegang saham majoriti Defendan Ke-17 adalah Defendan Ke-19;

(iii) Pengarah Defendan Ke-19 adalah Defendan-Defendan Ke-14 dan Ke-16, dan pemegang saham Defendan Ke-19 adalah Defendan-Defendan Ke-3, Ke-5, Ke-14 dan/atau Ke-16.



45.9 Piawaian korporat berkenaan pemeriksaan wajar perundangan bagi sebuah syarikat tersenarai awam melibatkan, antara lain:

- (i) Careplus Group Bhd perlu memahami secara menyeluruh dan/atau mendalam latar belakang dan sifat perniagaan Defendan-Defendan Ke-8 dan Ke-9, keadaan kewangan, kawalan kewangan, sistem dan prosedur, objektif pelaburan dan korporat serta strategi pengurusan risiko yang diamalkan oleh Defendan-Defendan Ke-8 dan/atau Ke-9; dan
- (ii) Careplus Group Bhd perlu memahami secara menyeluruh dan/atau mendalam latar belakang pemegang saham besar dan pengarah yang 'substantial' Defendan-Defendan Ke-8 dan Ke-9, terutamanya yang berkaitan dengan isu tadbir urus korporat; dan
- (iii) Careplus Group Bhd perlu menilai kelayakan, tahap pengalaman dan kepakaran (berkaitan dengan industri yang terlibat) para pengarah dan pengurusan kanan sedia ada dan yang dicadangkan dalam Defendan-Defendan Ke-8 dan/atau Ke-9. Ini melibatkan penilaian secara individu dan kolektif kecekapan pengarah dan pengurusan kanan untuk memastikan sama ada mereka secara keseluruhan mempunyai pengalaman dan kepakaran yang diperlukan bagi pengurusan berkesan perniagaan yang dicadangkan.



45.10 Oleh itu, memandangkan keperluan untuk Careplus Group Bhd dan/atau Defendan Ke-9 mematuhi piawaian tadbir urus korporat yang relevan, maka adalah perlu dan/atau menjadi keperluan untuk Careplus Group Bhd dan/atau Defendan Ke-9 menyiasat dan memahami secara mendalam dan/atau menyeluruh latar belakang, keadaan kewangan, kelayakan, tahap pengalaman dan/atau kepakaran pemegang saham besar dan pengarah dalam entiti yang bekerjasama dengan Careplus Group Bhd dan/atau Defendan Ke-9, iaitu Defendan-Defendan Ke-3, Ke-5, Ke-14, Ke-16 dan/atau Defendan-Defendan lain.

45.11 Justeru, adalah satu pelanggaran asas terhadap piawaian tadbir urus korporat yang relevan sekiranya Careplus Group Bhd dan/atau Defendan Ke-9 menafikan mempunyai sebarang pengetahuan tentang latar belakang, sejarah, keadaan kewangan, tahap pengalaman dan/atau kepakaran Defendan-Defendan Ke-3, Ke-5, Ke-14, Ke-16 dan/atau Defendan-Defendan lain.

45.12 Careplus Group Bhd dan/atau Defendan Ke-9 mempunyai pengetahuan penuh berkenaan semua fakta yang relevan kerana Defendan Ke-3 merupakan ejen, wakil dan/atau proksi kepada Defendan Ke-9.

PENGANGKATAN DAN/ATAU PENEMBUSAN TIRAI KORPORAT (LIFTING AND/OR PIERCING OF THE CORPORATE VEIL)



46. Berdasarkan alasan-alasan yang dinyatakan, tirai korporat Defendan Pertama, Ke-2, Ke-6, Ke-7, Ke-8, Ke-10, Ke-11, Ke-12, Ke-13, Ke-17, Ke-18 dan/atau Ke-19 sepatutnya diangkat dan/atau ditembusi bagi menghalang individu yang melakukan kesalahan daripada menyalahgunakan entiti yang diwakili oleh Defendan-Defendan tersebut serta untuk memastikan hak Plaintiff sebagai mangsa penipuan dilindungi. Ini adalah untuk memastikan individu dan entiti yang melakukan frod, penipuan dan/atau penyalahgunaan sedemikian tidak dapat berlindung di sebalik personaliti korporat berasingan Defendan Pertama, Ke-2, Ke-6, Ke-7, Ke-8, Ke-10, Ke-11, Ke-12, Ke-13, Ke-17, Ke-18 dan/atau Ke-19.
47. Dalam apa-apa juga keadaan, setiap dan kesemua Defendan dalam tindakan ini harus dilihat dan dipersepsikan (*perceived*) sebagai satu unit ekonomik kerana hubungan-hubungan antara individu-individu, syarikat-syarikat dan entiti-entiti yang diwakili oleh semua Defendan adalah begitu terjalin (*interwined*) sehingga mereka haruslah dianggap sebagai satu entity ekonomik untuk mencerminkan realiti ekonomi dan komersial dalam situasi demikian.

**PELANGGARAN KEWAJIPAN DAN TANGGUNGJAWAB FIDUSIARI OLEH
DEFENDAN KE-3**

48. Selanjutnya atau sebagai alternatif, Defendan Ke-3 telah melanggar kewajipan dan/atau tanggungjawab fidusiarinya berhubung dengan Perjanjian Jual Beli Saham tersebut dan Perjanjian Tambahan tersebut.



49. Menurut Perjanjian Jual Beli Saham tersebut dan Perjanjian Tambahan tersebut, Defendan Ke-3 pada setiap masa yang relevan mempunyai pelbagai kewajipan dan/atau tanggungjawab fidusiari terhadap Plaintiff dan mempunyai kewajipan dan/atau tanggungjawab fidusiari dan/atau undang-undang untuk memaklumkan kepada Plaintiff mengenai status pelaksanaan Perjanjian Jual Beli Saham tersebut dan Perjanjian Tambahan tersebut, termasuk tetapi tidak terhad kepada progres pembiayaan dan/atau bantuan kewangan yang diperoleh olehnya dan/atau Defendan Ke-2.
50. Bergantung kepada janji dan representasi yang diberikan oleh Defendan Ke-3, Plaintiff bukan sahaja telah memindahkan kesemua saham Plaintiff dalam syarikat Defendan Pertama kepada Defendan Ke-2, Plaintiff juga telah melanjutkan tarikh akhir pembayaran baki harga pembelian mengikut Perjanjian Tambahan tersebut.
51. Walau bagaimanapun, dengan niat jahat, Defendan Ke-3 telah melanggar kewajipan dan/atau tanggungjawab fidusiarnya dengan gagal, enggan dan/atau cuai untuk memaklumkan Plaintiff mengenai perubahan material yang dialami oleh Defendan Pertama dan kemudahan pembiayaan atau kewangan yang diperolehi oleh Defendan Ke-2 dan/atau Ke-3 melalui syarikat Defendan Pertama.
52. Selanjutnya, Defendan Ke-3 telah melanggar kewajipan dan tanggungjawab fidusiarnya dengan gagal, enggan dan/atau cuai untuk memenuhi obligasi undang-undangnya menurut Perjanjian Jual Beli Saham tersebut dan Perjanjian Tambahan tersebut, untuk membuat bayaran baki jumlah pembelian dan menyelesaikan semua kewajipan fidusiari dan undang-undangnya di bawahnya.



53. Selanjutnya, saham Defendan Pertama telah dipindahkan dan/atau dialirkan secara salah daripada Defendan Ke-2 kepada Defendan Ke-4 yang telah melanggar kewajiban dan/atau tanggungjawab fidusiari Defendan Ke-3. Oleh sebab itu, Defendan Ke-4 jelas merupakan fidusiari Plaintiff sebagai pemilik yang didaftar atas saham Defendan Pertama.

DEFENDAN-DEFENDAN TELAH DIPERKAYA SECARA TIDAK ADIL

54. Sebagai tambahan atau sebagai alternatif, akibat kegagalan, keengganan dan/atau kelalaian Defendan Ke-2 dan/atau Ke-3 untuk membuat pembayaran baki harga pembelian bagi pemindahan saham Defendan Pertama, Plaintiff juga menuntut restitusi (*restitution*) terhadap kesemua Defendan kerana setiap dan kesemua Defendan, dalam memiliki Defendan Pertama secara salah atau bertentangan dengan undang-undang , serta kegagalan, kelalaian dan/atau keengganan untuk membuat pembayaran baki harga pembelian, kini telah memperoleh manfaat yang tidak dapat disangkal ("*incontrovertible benefits*") yang terhasil daripada pemilikan Defendan Pertama tersebut dan kegagalan, kelalaian dan/atau keengganan untuk membuat pembayaran baki harga pembelian, yang memudaratkan dan menjejaskan Plaintiff.
55. Dalam keadaan ini, setiap dan kesemua Defendan kini telah diperkaya secara tidak adil melalui pemilikan Defendan Pertama yang salah dan/atau bertentangan dengan undang-undang, dan kegagalan, kelalaian dan/atau keengganan untuk membuat pembayaran baki harga pembelian tersebut.



56. Plaintiff tidak pernah berniat untuk memindahkan sahamnya dalam syarikat Defendan Pertama secara percuma dan dengan pertimbangan yang tidak mencukupi (*without adequate consideration*)
57. Defendan-Defendan, secara bersama dan berasingan, terutamanya Defendan Ke-3 dan Ke-5, pada setiap masa material sepenuhnya sedar dan dengan rela hati menerima pemindahan saham tersebut dengan pengetahuan bahawa Plaintiff tidak memindahkan saham dalam Defendan Pertama secara percuma, dengan imbuhan yang tidak mencukupi dan/atau tanpa imbuhan.
58. Tanpa prejudis kepada mana-mana undang-undang lain yang terpakai, Plaintiff juga bergantung kepada peruntukan Seksyen 71 Akta Kontrak 1950 bagi tuntutan Plaintiff dalam perkara ini

RELIF

59. Disebabkan perkara-perkara yang dinyatakan di atas, Plaintiff telah mengalami kecederaan, kerugian kewangan dan kerugian teruk.

OLEH ITU, Plaintiff menuntut terhadap Defendan-Defendan secara bersama-sama dan berasingan seperti berikut: -

- (a) Satu jumlah sebanyak ~~RM4,103,359.94~~ RM 3,532,000.00, iaitu jumlah baki harga pembelian dan/atau restitusi jumlah tersebut;



- (b) Suatu perisytiharan bahawa Defendan Ke-3 dan Ke-4 adalah fidusiari kepada Plaintiff bagi semua saham dalam Defendan Pertama;
- (c) Gantirugi bagi frod sebenar dan/atau konstruktif (*actual and/or constructive fraud*) dan/atau salah nyata frod dan/atau konspirasi untuk mencederakan dan/atau melakukan frod;
- (d) Gantirugi untuk dinilai dan/atau satu penyata akaun atau akaun-akaun (penyata/akaun tersebut disahkan oleh individu yang bertanggungjawab utama ke atas pengurusan kewangan Defendan Pertama dan Defendan Ke-2) diperintahkan untuk diberikan oleh Defendan Ke-3 dan Ke-4 kepada Plaintiff bersama dengan butiran penuh mengenai semua wang yang diterima, dibelanjakan, dan dilaburkan, dalam apa jua cara, melalui Defendan Pertama dan Defendan Ke-2 dari 20.08.2021 hingga kini, dan sekiranya dokumen tersebut tidak berada dalam milikan Defendan Ke-3 dan Ke-4, Defendan Ke-3 dan Ke-4 hendaklah diperintahkan untuk mendapatkan salinan dokumen yang sama daripada mana-mana pihak lain yang memiliki dokumen tersebut untuk mematuhi perintah ini ;
- (e) bahawa penyata akaun atau akaun-akaun tersebut hendaklah diserahkan oleh Defendan Ke-3 dan Ke-4 kepada peguamcara Plaintiff dalam tempoh tiga puluh (30) hari kalendar dari tarikh Penghakiman ini;
- (f) bahawa juruaudit yang dilantik oleh Plaintiff berhak untuk menjalankan audit bebas ke atas akaun dan dokumen tersebut yang dikemukakan



oleh Defendan Ke-3 dan Ke-4, untuk mengesahkan perkara yang sama dan diberikan akses kepada semua dokumen berkaitan dan dokumen sokongan atau di mana-mana tempat dokumen tersebut disimpan, dan seterusnya menyediakan laporan audit secepat mungkin;

- (g) Gantirugi am;
- (h) Gantirugi Teladan;
- (i) Faedah Pra-Penghakiman pada kadar 5% setahun ke atas sebarang jumlah yang dibenarkan oleh Mahkamah yang Mulia ini dari tarikh permulaan tindakan ini sehingga tarikh Penghakiman;
- (j) Faedah pada kadar 5% setahun ke atas sebarang jumlah yang dibenarkan oleh Mahkamah yang Mulia ini dari tarikh Penghakiman sehingga tarikh penyelesaian penuh dan muktamad oleh Defendan;
- (k) Kos; dan
- (l) Apa-apa relif lain yang dianggap sesuai dan wajar oleh Mahkamah yang Mulia ini.

~~Bertarikh pada 12 hb Januari 2025~~

Bertarikh semula pada 7 hb April 2025



S/N UUgQ/FpEOE26YsHFxcnWA

**Note : Serial number will be used to verify the originality of this document via eFILING portal

Pernyataan Tuntutan Terpinda ini difailkan oleh Peguamcara Plaintiff LING & THENG BOOK, peguamcara Plaintiff yang beralamat di D-1-36, Block D, 8 Avenue, Jalan Sungai Jernih 8/1, 46050 Petaling Jaya, Selangor Darul Ehsan [Tel: 03 7931 2902 / H/P: 012-477 0788/ Emel: ltb_sunway@hotmail.com/ling.thengbook@gmail.com]
[No. Ruj: LT/613/12-24/TYH/PJ]



.....
Penolong Kanan Pendaftar
Mahkamah Tinggi Malaya di Kuala Lumpur

Terjemahan

IN THE HIGH COURT OF MALAYA AT KUALA LUMPUR
IN KUALA LUMPUR, WILAYAH PERSEKUTUAN, MALAYSIA
WRIT SUMMON NO.:WA-22NCC-70-02/2025

BETWEEN

TEO YUN HOCK
(NRIC NO: 760531-01-6805)

...PLAINTIFF

AND

- 1. AUTOHOME MOTOR SDN. BHD.**
(COMPANY NO: 201801047018 [1309050-K])
- 2. GO AUTO SALES SDN. BHD.**
(COMPANY NO: 201001041065 [924990-H])
- 3. SHEIKH MOHAMAD AZLI BIN SHEIKH**
MOHAMAD NASIMUDDIN KAMAL
(NRIC NO: 841123-14-5987)
- 4. SHEIKH MOHAMAD AZRUL BIN**
SHEIKH MOHAMAD NASIMUDDIN KAMAL
(NRIC NO: 881011-14-5129)
- 5. AHMAD AZAM BIN SULAIMAN**
(NRIC NO: 660504-08-5807)
- 6. GO AUTO SERVICES SDN BHD**
(COMPANY NO: 200901020284 [863381-M])
- 7. GOAUTO GROUP SDN BHD**
(COMPANY NO: 202101024407 [1424707-P])
- 8. INTRO SYNERGY SDN BHD**
(COMPANY NO: 202301002869 [1496788-K])
- 9. NEXV MANUFACTURING SDN. BHD.**
(COMPANY NO: 202301028042 [1521965-U])



S/N UUgQ/FpEOE26YsHFxcnWA

**Note : Serial number will be used to verify the originality of this document via eFILING portal

10. **SPE FOUNDATION**
(COMPANY NO: 202201031815 [1477512-X]))
11. **ASPIRE ARENA SDN. BHD.**
(COMPANY NO: 201501041884 [1167205-V])
12. **SMS AUTO WORLD SDN. BHD.**
(COMPANY NO: 201001009362 [893992-V])
13. **PHOENIX PINNACLE SDN. BHD.**
(COMPANY NO: 201601006614 [1177541-V])
14. **FAROK BIN MAASOM**
(NRIC NO: 701220-71-5393)
15. **DATO' SHEIKH MOHAMAD SHALAHUDDIN AYUBI KAMAL
AZAD BIN SHEIKH MOHAMAD AMIN**
(NRIC NO: 570130-05-5099)
16. **WAN AHMAD BIN WAN OMAR**
(NRIC NO: 680630-11-5091)
17. **GO AUTOMOBILE MANUFACTURING SDN. BHD.**
(COMPANY NO: 201301005035 [1034878-V])
18. **JOY DESIGN STUDIO SDN. BHD.**
(COMPANY NO: 201401003242 [1079316-K])
19. **W & R RESOURCES SDN. BHD.**
(COMPANY NO: 200501016554 [693597-D])

...DEFENDANTS

AMENDED STATEMENT OF CLAIM

THE PARTIES

1. The Plaintiff was a director and shareholder of the 1st Defendant as registered on the Companies Commission of Malaysia(SSM).



S/N UUgQ/FpEOE26YsHFxcnWA

**Note : Serial number will be used to verify the originality of this document via eFILING portal

2. Prior to 20.08.2021, the total paid up capital of the 1st Defendant was 2,000,000 and the shareholding of the 1st Defendant was at that material time as follows:-

Shareholder name	Share percentage	Share
Teo Yun Hock (the Plaintiff)	75%	1,500,000
Lai Li Fa	25%	500,000

3. Prior to 20.08.2021, however, the Plaintiff was the beneficial owner of the 25% shares owned by Lai Li Fa in the 1st Defendant pursuant to a Share Sale and Purchase Agreement dated 16.08.2020.
4. The 1st Defendant company is a private limited company with an address at No. 35-3, Jalan Metro Perdana Barat 1, Taman Usahawan Kepong Utara, 52100 Kuala Lumpur Wilayah Persekutuan and is in the business of the sales and services of motor vehicles.
5. The 2nd Defendant company is a private limited company, having a business address at No.4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor. The 2nd Defendant is in the business of the sales and services of motor vehicles.
6. The 3rd Defendant is an individual of full age with an address at No. 40, Jalan 6/105, Taman Midah, Cheras 56000 Kuala Lumpur, Wilayah Persekutuan. The 3rd Defendant is the directors and/or shareholders of the Defendants as follows:



Company	Directorship	Share	Shareholding in percentage
2 nd Defendant (Go Auto Sales Sdn Bhd)	Yes	13,493,390	More than 98% shares
6 th Defendant (Go Auto Services Sdn Bhd)	Yes	200,000	20%
7 th Defendant (Goauto Group Sdn Bhd)	No, appointed on 16.07.2021 and resigned on 25.03.2024.	250,000	25%
8 th Defendant (Intro Synergy Sdn Bhd)	Yes	700,000 shares owned through the 7 th Defendant	70% owned through the 7 th Defendant
9 th Defendant (Nexv Manufacturing Sdn Bhd)	No	49 shares owned through the 7 th Defendant	0.001959922% owned through the 7 th Defendant
10 th Defendant (SPE Foundation)	Yes	Not available	Not available



11 th Defendant (Aspire Arena Sdn Bhd)	Yes	71,000	71%
12 th Defendant (SMS Auto World Sdn Bhd)	Yes	244,999	24.50%
13 th Defendant (Phoenix Pinnacle Sdn Bhd)	Yes	127,501	51%
17 th Defendant (Go Automobile Manufacturing Sdn Bhd)	No	Not Available	Not Available (indirectly through the 19 th Defendant company)
19 th Defendant (W & R Resources Sdn Bhd)	No	260,000	19%

7. The 4th Defendant is an individual with an address at No. 53, Jalan Suadamai 10/1B, Bandar Tun Hussein Onn, 43200 Cheras, Selangor, Malaysia. The 4th Defendant is the sole shareholder, and director of the 1st and 18th Defendants.



8. The 5th Defendant is an individual having an address at No. 19, Jalan Platinum 7/56A, Seksyen 7, 40000 Shah Alam, Selangor. The 5th Defendant is a shareholder of the 19th Defendant company, holding 130,000 shares, which consist of 11% of the 19th Defendant company. The 5th Defendant was a director of the 2nd Defendant at the material times.

Furthermore, the 5th Defendant was also a director of the 7th Defendant company from 16.07.2021 to 25.03.2024.

9. The 6th Defendant company is a private limited company with a business address at No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor. The 6th Defendant owns 244,995 shares in the 2nd Defendant company, which is around 1.78% of the shares.
10. The 7th Defendant company is a private limited company with a business address at No.4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.
11. The 8th Defendant company is a private limited company having a business address at No.4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.
12. The 9th Defendant company is a private limited company having an address at Third Floor, No. 77, 79 & 81, Jalan SS21/60, Damansara Utama, 47400 Petaling Jaya, Selangor.



13. The 10th Defendant company is a public company limited by guarantee having an address at Unit 19-02, Level 19, Binjai 8 Suite, No. 2, Lorong Binjai, 50450 Kuala Lumpur, Wilayah Persekutuan KL.
14. The 11th Defendant is a private limited company having an address at No. 4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.
15. The 12th Defendant is a private limited company having an address at 75-1A, Jalan Melati Utama 4, Taman Melati Utama, 53100 Kuala Lumpur, Wilayah Persekutuan KL.
16. The 13th Defendant is a private limited company having an address at No.4, Jalan Pengarah U1/29, HICOM Glenmarie Industry Park, 40000 Shah Alam, Selangor.
17. The 14th Defendant is an individual having an address at No. 2, Jalan Ruat, 06900 Yan, Kedah Darul Aman. The 14th Defendant was a previous director of the 7th Defendant who resigned on 25.03.2024 and currently is a director of the 6th, 8th, 17th and 19th Defendants. The 14th Defendant is also a shareholder of 6th, 7th and 19th Defendants, having 80,000 shares consisting of 8% of the share capital in the 6th Defendant company, 250,000 shares consisting of 25% of the share capital in the 7th Defendant company and 455,000 shares consisting of 34% of the share capital of the 19th Defendant company.



18. The 15th Defendant is an individual having an address at Lot 746, Kampung Bukit Raya, Batu 9 ¾ , Jalan Hulu Langat, 43200 Cheras Selangor. The 15th Defendant is a director and shareholder of the 12th Defendant. ~~I further state that the~~ The 15th Defendant is also the majority shareholder of the 6th Defendant, holding 510,000 shares consisting of 51% of the share capital in the 6th Defendant company.
19. The 16th Defendant is an individual having an address at No. 28, Persiaran BLM 4A, Bandar Laguna Merbok, 08000 Sungai Petani, Kedah Darul Aman. The 16th Defendant was a director of the 2nd Defendant company from 12.12.2010 to 15.10.2020 and also a shareholder of the 7th Defendant, holding 250,000 shares consisting of 25% of the share capital in the 7th Defendant company. The 16th Defendant is a director of the 17th Defendant company. The 16th Defendant is a director and shareholder of the 19th Defendant company, holding 485,000 shares consisting of 36% of the company's share capital.
20. The 17th Defendant is a private limited company having an address at No. 5-4-2, Jalan 2/50 Diamond Square Off Jalan Gombak 53000 Kuala Lumpur, Wilayah Persekutuan KL.
21. The 18th Defendant is a private limited company having a registered address at No. 5-4-2, Jalan 2/50 Diamond Square Off Jalan Gombak 53000 Kuala Lumpur, Wilayah Persekutuan KL.



22. The 19th Defendant is a private limited company having a registered address at No. 20-2, Jalan 65C, Off Jalan Pahang Barat, Pekeliling Business Centre, Wilayah Persekutuan Kuala Lumpur.

THE BACKGROUND FACTS

23. The 1st Defendant was incorporated on 28.12.2018. The Plaintiff was the director and majority shareholder of the 1st Defendant registered on SSM from its incorporation to 20.08.2021.
24. The 1st Defendant was at all material times a sale and service car workshop centre and is an authorised car dealer for the Proton-brand motor vehicles.
25. By virtue of the 1st Defendant being an authorised 3S car dealer for the Proton-brand motor vehicles, the 1st Defendant was able to obtain direct support, automobile parts and vehicle stocks directly from Proton Holdings Berhad (623177-A) under the condition that the 1st Defendant must strictly comply with the relevant guidelines and must obtain relevant approvals from Proton Holdings Berhad (623177-A) with regard to the corporate governance of the 1st Defendant.
26. In or around August 2020, the 3rd Defendant approached the Plaintiff for and on behalf of the 2nd Defendant company expressing their interest in buying over the Plaintiff's company, the 1st Defendant.



27. At that material time, the Plaintiff owned 100% of paid-up share capital of the 1st Defendant company, with the Plaintiff's business partner, Lai Li Fa, holding 25% of the shares on trust for the Plaintiff.
28. Vide a Share Sale Agreement dated 04.02.2021 (**"the Share Sale Agreement"**), Lai Li Fa and the Plaintiff agreed to sell and the 2nd Defendant agreed to purchase the 1st Defendant's business, together with all of the shares, i.e. 100% shares, owned by the Plaintiff in the 1st Defendant company for a total purchase consideration of RM6,480,000.00.
29. Prior to the execution of the Share Sale Agreement, the 2nd Defendant had already made a deposit payment of RM648,000.00 towards the total purchase consideration.
30. On 20.08.2021, the Plaintiff and Lai Li Fa executed the transfer of all the shares in the 1st Defendant company to the 2nd Defendant. On the same day, Lai Li Fa and the Plaintiff also resigned as directors of the 1st Defendant and the 3rd Defendant was then appointed as the director of the 1st Defendant.
31. Pursuant to Clause 3.2 of the Share Sale Agreement, the 2nd Defendant was obliged to pay the remainder of RM5,832,000.00 upon the completion of the Share Sale Agreement or on or before 31.01.2021. As the shares of 1st Defendant company have been fully transferred by the Plaintiff and Lai Li Fa to



the 2nd Defendant, the remainder of RM5,832,000.00 was already due to be paid to the Plaintiff. Clause 3.2 of the Share Sale Agreement is as follows:-

- 3.2. The Purchaser shall hereby pay a sum amounting to Ringgit Malaysia Five Million Eight Hundred Thirty-Two Thousand (RM5,832,000-00) Only (upon deduction of the sum of monies stipulated in clause 3.1 abovementioned) being the balance Purchase Price amounting to ninety percent (90%) from the total Purchase Price (hereinafter defined as the "Balance Purchase Price") to the Vendors in accordance with the following payment milestones –

Milestone	% of Sale Shares	Number of Shares	Amount (RM)	Payment Method
Upon signing	n/a	n/a	n/a	n/a
Upon the Completion or on or before 31 January 2021	100%	2,000,000	Ringgit Malaysia Five Million Eight Hundred Thirty-Two Thousand (RM5,832,000-00) Only	Direct to the Vendors

32. However, subsequently, on 23.08.2021, at a meeting between the 3rd Defendant and the Plaintiff (**"the Extension Meeting"**), the Plaintiff was informed that the 2nd Defendant was not able to adhere to and comply with the terms of payment pursuant to Clause 3.2 of the Share Sale Agreement due to the 2nd Defendant's financial constraints caused by the pandemic at that material time. At the Extension Meeting, the 3rd Defendant requested for a renegotiation of the terms of payment under the Share Sale Agreement while the 2nd and/or 3rd Defendants would seek loans and/or financial assistance for the purpose of settling the balance purchase price.
33. In good faith and as a gesture of goodwill, at the Extension Meeting, the Plaintiff agreed to enter into a supplementary agreement to the Share Sale Agreement



(**“the Supplementary Agreement”**) to allow the 2nd Defendant to use 1st Defendant to procure loans and/or financial assistance to settle the balance purchase price.

34. Further to that, the Plaintiff allowed more time for the 2nd Defendant to remit the balance purchase price to him. As part of the agreed terms, the 3rd Defendant also agreed to execute a personal guarantee for the balance purchase price. On the same day as the said meeting, the Plaintiff confirmed the renegotiated terms discussed at the said meeting through a WhatsApp message to the 3rd Defendant, to which the 3rd Defendant gave his confirmation.
35. The said Supplementary Agreement was entered into between the 2nd Defendant, and the Plaintiff and Lai Li Fa on 10.09.2021. Pursuant to Clause 2.4 of the Supplementary Agreement, the 2nd Defendant was required to make payment of the balance purchase price within 3 months from 31.08.2021, without any interest being imposed thereon, i.e., by 30.11.2021. Clause 2.4 of the Supplementary Agreement is as follows:
- 2.4. It is hereby mutually agreed between the Parties that the Balance Purchase Price shall be made payable by the Purchaser to the Vendors, free of interest, within three (3) months from 31 August 2021 (hereinafter referred to as the “Payment Term”).
36. Pursuant to the Extension Meeting, the 3rd Defendant also entered into a Deed of Guarantee dated 21.09.2021 (**“the said Deed of Guarantee”**) with the Plaintiff and Lai Li Fa for the 3rd Defendant to act as surety to the balance purchase price due and owing by the 2nd Defendant to the Plaintiff and Lai Li Fa.



37. However, clauses 2.4, 2.5 and 2.6 of the Supplementary Agreement also provided that the 2nd Defendant should pay a sum of monies amounting to 50% of the balance purchase price within 60 days from the date of the signing of the Supplementary Agreement, i.e. to pay by 09.11.2021, and to pay the remaining 50% balance by 30.11.2021 and/or 30.12.2021. Clauses 2.5 and 2.6 of the Supplementary Agreement are as follows:-

- 2.5. Notwithstanding the Payment Term, in the event where the Purchaser is unable to remit the Balance Purchase Price to the Vendors within the Payment Term, the Parties hereby mutually agree to extend the Payment Term for a further additional period of one (1) month (hereinafter referred to as the "Extended Payment Term"), however such payment towards the Balance Purchase Price shall then be subjected to an interest amounting to five per centum (5%) per annum from the total Balance Purchase Price thereof, calculated on a daily rest commencing from the expiry of the Payment Term up until the payment of the Balance Purchase Price by the Purchaser or upon the expiry of the Extended Payment Term, whichever is earlier.
- 2.6. For the purpose of the payment of the Balance Purchase Price by the Purchaser to the Vendors, the Purchaser shall remit to the Vendors the Balance Purchase Price based on the Payment Term and/or the Extended Payment Term (if applicable) and shall be further based on the following terms –
 - (i) That the Purchaser shall remit a sum of monies amounting to fifty per centum (50%) from the total Balance Purchase Price within sixty (60) days from the Effective Date and
 - (ii) That the Purchaser shall remit the balance of fifty per centum (50%) from the total Balance Purchase Price within the Payment Term and/or Extended Payment Term, whichever is applicable.

38. On the 3rd Defendant's request, the Plaintiff even assisted the 2nd Defendant company in expediting and obtaining the release of a payment of around RM4,384,452.36 and RM622,433.16 due from the Ministry of Defence to the 2nd Defendant company through the Plaintiff's connection. This was confirmed by the 3rd Defendant himself through a WhatsApp message on 24.10.2022.



39. Despite the Plaintiff's gesture of good faith and goodwill, the 2nd Defendant only made a total payment of RM2,300,000.00 paid through various sporadic payments on 22.12.2021, 16.02.2022 and 28.03.2022 ("**the Sporadic Payments**"). As of to-date, there is an outstanding balance of ~~RM4,103,359.94~~ RM 3,532,000.00.

BREACH OF CONTRACT

40. Despite numerous reminders, in breach of the Share Sale Agreement, the 2nd Defendant failed, refused and/or neglected to make payment of the balance purchase price in the sum of ~~RM4,103,359.94~~ RM 3,532,000.00.

40.1 In further breach of clauses 2.4, 2.5 and 2.6 of the Supplementary Agreement, that the 2nd Defendant failed pay a sum of monies amounting to 50% of the balance purchase price within 60 days from the date of the signing of the Supplementary Agreement, i.e. to pay by 09.11.2021, and to pay the remaining 50% balance by 30.11.2021 and/or 30.12.2021.

41. On 26.04.2023, Lai Li Fa and the Plaintiff initiated a Winding-Up petition with the case number WA-28NCC-371-04/2023 to claim for the payment of the balance purchase price. However, the said petition was dismissed with liberty to file afresh by the High court on 01.04.2024.



42. Upon further investigation and revelation, the Plaintiff realised that not only had there been breaches of the Share Sale Agreement and the Supplementary Agreement on the part of the 2nd Defendant, the Defendants have also been perpetrating an actual and/or equitable fraud and/or fraudulent misrepresentation upon him. The particulars of the actual and/or equitable fraud and/or fraudulent misrepresentation are as follows: -

**Particulars of Actual and/or Equitable Fraud and/or Fraudulent
Misrepresentation**

- 42.1 The 2nd and/or 3rd Defendants have fraudulently, deliberately, dishonestly and maliciously stolen the Plaintiff's company, the 1st Defendant, from the Plaintiff and wrongfully appropriated the Plaintiff's shares from him.
- 42.2 On 10.07.2023, The 2nd and/or 3rd Defendants have, wrongfully and in breach of the Plaintiff's trust and confidence, transferred all of the 1st Defendant's shares to the 4th Defendant, i.e. a non-party to the Agreement, in order to not only defraud the Plaintiff of his ownership of the 1st Defendant, but also to evade liability, thereby intentionally and deliberately in bad faith placing the assets and shares of the 1st Defendant beyond the reach of the law.
- 42.3 The Plaintiff has also found that the 2nd Defendant has failed to file any audited financial statement with SSM since 2019.



- 42.4 The 3rd Defendant has also deliberately used various companies under his control as his vehicles of fraud to conceal and/or evade liability.
- 42.5 The 2nd Defendant's registered address and business address are the same as those of the 6th, 7th and 8th Defendants.
- 42.6 The 2nd Defendant's business address is identical to those of the 11th and 13th Defendants, but the 11th and 13th Defendants have different registered addresses.
- 42.7 The 3rd Defendant has at all material times used the 6th, 7th, 8th, 11th and 13th Defendants to run the same or similar business in the exact same premises.
- 42.8 In order to evade and/or conceal liability to the Plaintiff, the 3rd Defendant has orchestrated various unlawful tactical manoeuvres to shift the business operation of the 2nd Defendant company to various other companies controlled directly or indirectly by him. This has been performed in order to fraudulently, unlawfully, cunningly and/or maliciously move, appropriate and/or transfer the monies and assets derived from the revenue and business of the 2nd Defendant to agents, representatives and/or proxies of the 3rd Defendant, including but not limited to the 4th, 5th, 14th, 15th,



and/or 16th Defendants, and other entities under the direct or indirect control of the 3rd Defendant, including but not limited to the 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 17th, 18th and/or 19th Defendants.

42.9 In order to induce and/or defraud the Plaintiff into not enforcing the Share Sale Agreement dated 04.02.2021 and giving more time for the 2nd Defendant to make the balance purchase price payment to him, the 3rd and 5th Defendants in their personal capacity and/or for and on behalf of the 2nd Defendant made various false representations to the Plaintiff at the said Extension Meeting and throughout the period leading to the signing of the Supplementary Agreement and the Deed of Guarantee dated 21.09.2021 (**“Extension Period of Agreement”**) that the 2nd Defendant would make payment of the balance purchase price according to the terms of the Supplementary Agreement and that the 3rd Defendant would personally guarantee the said payment through the said Deed of Guarantee. (**“The False Pre-Extension Representations”**)

42.10 However, the 2nd, 5th and/or 3rd Defendants made the False **Pre-Extension Representations** to the Plaintiff to: -



- (i) Mislead, cheat and/or deceive the Plaintiff into thinking that the 2nd and/or 3rd Defendants would pay and settle their legal obligations to him very soon,
- (ii) mislead, cheat and/or deceive the Plaintiff into thinking the 2nd Defendant has the financial capability and/or capacity to pay and settle its legal obligations to the Plaintiff,
- (iii) to mislead cheat and/or deceive the Plaintiff into giving the time for the 2nd and/or 3rd Defendants to do so,
- (iv) to wrongfully appropriate and/or siphon away the monies obtained by the 2nd and/or 3rd Defendants meant to meet their existing legal obligation to the Plaintiff, and

42.11 Therefore, for the foregoing reasons, the 2nd, 5th and/or 3rd Defendants made the False Pre-Extension Representations with the knowledge that it is false or not believing it to be true and the intention to mislead, cheat and/or deceive the Plaintiff.

42.12 In reliance on the 2nd, 5th and/or 3rd Defendants' False Pre-Extension Representations, to my detriment, the Plaintiff agreed to extend the time for the payment of the balance purchase price and entered into the Supplementary Agreement with the 2nd



Defendant and the Deed of Guarantee dated 21.09.2021 with the 3rd Defendant.

42.13 In the meantime, the Sporadic Payments made by the 2nd Defendant were merely a ruse by the 2nd, 3rd, 4th and/or 5th Defendants to perpetrate their fraudulent scheme.

42.14 At all material times, the 6th, 7th, 8th, 10th, 11th, 12th, 13th, 17th, 18th and/or 19th Defendants are the alter egos of the 3rd Defendant and are the 3rd Defendant's vehicles of fraud to conceal and/or evade liability. This can be seen by the 3rd Defendant holding the directorships and/or majority shareholding in the 6th, 7th, 8th, 10th, 11th and/or 13th Defendants companies and indirect control, through the 3rd Defendant's agents, representatives and/or proxies, of the 12th, 17th, 18th, and/or 19th Defendant companies.

42.15 The Plaintiff also discovered that the 2nd, 3rd and/or 4th Defendants have successfully secured a RM4 million financial assistance from Perbadanan Usahawan Nasional Berhad (Registration no. 199101010745 (221057-V)) under a Tawarruq Facility Agreement through a charge created on 15.05.2024 and a financing facility through an open charge from Public Bank Berhad through a Certificate of Registration of Charge dated 05.08.2022.



- 42.16 These financing facilities were obtained during the period where the 2nd Defendant ought to have notified the Plaintiff about them and to have remitted the sum of monies for the balance purchase price.
- 42.17 However, the Plaintiff was not at all informed by anyone about any of the above financing obtained by the 2nd, 3rd and/or 4th Defendants through the 1st Defendant company.
- 42.18 This is notwithstanding the Plaintiff's assistance at the 3rd Defendant's personal request to help secure the release of payments amounting to approximately RM4,384,452.36 and RM622,433.16 due from the Ministry of Defence to the 2nd Defendant company.
- 42.19 Whilst the 2nd, 3rd , 4th and/or 5th Defendants managed to successfully obtain the financial facilities mentioned above, they were conspiring to cheat the Plaintiff off the Plaintiff's company shares in the 1st Defendant. The 2nd, 3rd , 4th and/or 5th Defendants were under a conspiracy to unlawfully and wrongfully deny the Plaintiff his entitlement to the sale of the Plaintiff's shares in the 1st Defendant company.
- 42.20 After the expiry of the Extension Period of Agreement on 21.09.2021, the 3rd Defendants made various false



representations and statements that gave the Plaintiff the impression that the 2nd and/or 3rd Defendants would make the full payment of the balance purchase price as soon as possible as follows: (collective referred to as “**False Statements**”): (In all the following WhatsApp messages between the Plaintiff and the 3rd Defendant, ‘JaMes’ is the Plaintiff and the other receiving party in the messages is the 3rd Defendant)

- (i) The 3rd Defendant made the false representation that he had promised to pay 50% of the balance purchase price on 9.11.2021, confirmed vide the Plaintiff’s WhatsApp messages dated 3.11.2021 and 9.11.2021 as follows:

“[03/11/2021, 12:01:13] JaMes: Hi Dato, How are you? Just to remind you that the 1st payment due on next Tuesday. ;) thanks”

“[09/11/2021, 09:59:32] JaMes: Dato, good morning. As your promise to pay 50% balance of payment is due today.”

- (ii) The 3rd Defendant made the false representation that the 2nd and/or 3rd Defendants would be able to make the outstanding payment of the balance purchase price once the 2nd and/or 3rd Defendants received the outstanding debts, i.e. the government debts owed to them, vide the 3rd Defendant’s WhatsApp messages dated 22.11.2021 as follows:



"[22/11/2021, 16:28:22] JaMes: For your outstanding government debt payment. My experience to advise you-go auto to complain at Ketua Setiausaha Negara. Once complain submit, payment may receive in 24 hours.

[22/11/2021, 16:32:50] +60122380447: yes bos. thanks for your suggestion

[22/11/2021, 16:33:00] +60122380447: they are processing it"

- (iii) The 3rd Defendant made the false representation that the 2nd and/or 3rd Defendants were looking for the monies to make the payment of the balance purchase price as soon as possible vide the 3rd Defendant's WhatsApp messages dated 25.11.2021 as follows:

"[25/11/2021, 12:27:21] JaMes: Hallo Any update? Tomorrow Friday again. Be responsive. Tell me what is your plan? No payment at all or how?

[25/11/2021, 12:33:24] +60122380447: Helo boss. I'm finding money now to pay u.

[25/11/2021, 12:33:33] +60122380447: Surely some payment"

- (iv) The 3rd Defendant reinforced the false representation that the 2nd and/or 3rd Defendants would be able to make the outstanding payment of the balance purchase price once the 2nd and/or 3rd Defendants received the outstanding debts, i.e. the government debts owed to them, vide the



3rd Defendant's WhatsApp messages dated 26.11.2021
as follows:

"[26/11/2021, 11:04:34] JaMes: Hallo boss, any update for payment today?"

[26/11/2021, 14:59:44] JaMes: Don't mind share me your mindef outstanding debt payment amount or contract . I will check out and come back to you soon.

[26/11/2021, 15:33:31] +60122380447: Mindef 5million outstanding under go auto sales"

(v) The 3rd Defendant made the false representation that the 2nd and/or 3rd Defendants were waiting for funding from investors and they would transfer the payment of the balance purchase price after receiving the said funding payment vide the 3rd Defendant's WhatsApp messages dated 1.12.2021 as follows:

"[29/11/2021, 17:19:12] JaMes: Meaning that mindef alredy paid go auti

[29/11/2021, 17:19:12] JaMes: Bcz ths appeal letter to waive the penalty from their pymen

[29/11/2021, 17:21:45] JaMes: How s our payment? How long you think want to drag us? Tomorrow see you at your office? What time?

[29/11/2021, 17:30:59] +60122380447: In a meeting now

[29/11/2021, 17:31:06] +60122380447: I willet u know later

[29/11/2021, 20:05:08] JaMes: Any outcome .?

[01/12/2021, 10:56:12] JaMes: Good morning. Payment ok?

[01/12/2021, 15:16:42] JaMes: Payment ready ?



[01/12/2021, 15:36:47] +60122380447: Good afternoon

[01/12/2021, 15:37:05] +60122380447: Give me until 6pm.
Waiting from investor when can transfer

[01/12/2021, 15:37:19] JaMes: 🙏

[01/12/2021, 19:19:00] JaMes: Boss,how?

[02/12/2021, 10:29:54] JaMes: Boss,tomorrow Friday again. How
s the payment today?"

(vi) The 3rd Defendant reinforced the false representation that
that the 2nd and/or 3rd Defendants were looking for the
monies to make the payment of the balance purchase
price as soon as possible vide the 3rd Defendant's
WhatsApp messages dated 2.12.2021 as follows:-

"[02/12/2021, 10:29:54] JaMes: Boss,tomorrow Friday again.
How s the payment today?

[02/12/2021, 12:01:41] JaMes: Boss,do you feel pressure daily
and Why keep us delay and no confirmation date on payment
again. You didn't feel what we feel after company and bank
balance also transfer to you pass 3 month.

Why can't you borrow from your sibling and pay us some. How
long still need to wait and drag?

[02/12/2021, 12:02:31] +60122380447: Of course boss I feel
obligated to make the payment to u

[02/12/2021, 12:02:38] +60122380447: I'm trying my best to get
the money

[02/12/2021, 12:03:20] +60122380447: I also don't want to drag
too long

[02/12/2021, 12:07:23] JaMes: The problem is no payment at all
from you after due date. And Keep drag until no date. Your



promise can be deliver after postpone and postpone. Pls think of your word. Everyone got their difficulty.

[02/12/2021, 12:08:55] JaMes: Be steady la boss. A head of organization. We all have limitation

[02/12/2021, 13:27:52] JaMes: Boss, actually do you plan and ready to pay us on time? You have to remember the 4 month ago the previous meeting with your lawyer and Suhaimi committed to us that grace period 2-3month maximum for you to withdraw your property loan and made payment to us. But ...

Now how..

[02/12/2021, 13:29:22] JaMes: Everyday I am pressure. Pls think the settlement

[02/12/2021, 13:30:17] +60122380447: Loan approval target mid this month. With my property as collateral

[02/12/2021, 13:30:49] +60122380447: But while waiting Loan to approve n disburse now I borrow from other people

[02/12/2021, 13:31:09] +60122380447: I understand ur commitment

[02/12/2021, 13:31:38] +60122380447: I will kejar the money to pay u at least half before mid this month

[02/12/2021, 13:31:46] JaMes: Ya, I need your immediate payment. people after me call me daily.

[02/12/2021, 13:32:38] JaMes: Boss, I cannot wait mid month. Pls pay some"

- (vii) The 3rd Defendant reinforced the false representation that that the 2nd and/or 3rd Defendants were looking for the monies to make the full payment of the balance purchase price as soon as possible by making a partial payment of the balance purchase price of around RM1 million to the Plaintiff. That payment was in fact a tactical manoeuvre



on the 2nd and/or 3rd Defendants' part to buy time to, via the other Defendants, conceive the fraudulent scheme and defraud the Plaintiff and to conceal and/or evade the 2nd and/or 3rd Defendants' existing legal obligations to make full payment to the Plaintiff. The said representation is reflected through the relevant 3rd Defendant's WhatsApp messages as follows:-

"[21/02/2022, 11:56:43] JaMes: Good afternoon boss, any update for the balance of payment ? Thks

[17/03/2022, 11:02:23] JaMes: Good morning Dato, the payment 1m isn't ready ? Tqvm

[17/03/2022, 11:45:53] +60122380447: morning bos

[17/03/2022, 11:45:57] +60122380447: next week can collect from lawyer

[17/03/2022, 11:48:03] JaMes: <attached: 00000144-STICKER-2022-03-17-11-48-03.webp>

[28/03/2022, 08:09:38] JaMes: <attached: 00000145-STICKER-2022-03-28-08-09-38.webp>

[28/03/2022, 08:09:44] JaMes: Good morning boss, isn't possible can collect today? Thks.

[30/03/2022, 12:01:28] JaMes: Boss, Received the 1m payment. Can please update us estimate for balance of final payment. Thank you 🙏👍

[03/04/2022, 14:32:48] JaMes: <attached: 00000148-PHOTO-2022-04-03-14-32-48.jpg>

[21/04/2022, 09:46:32] JaMes: Good morning boss, any idea when to final settlement for the balance? I need the fund to start my oversea businesses soon. Kindly update me boss. Thks 🙏

[28/04/2022, 13:47:51] JaMes: Gd afternoon Dato, any update for the payment? My businesses start by mid of May, and really need



your kindness to deliver the outstanding. I need the capital to run the business.

[28/04/2022, 14:11:30] +60122380447: afternoon bos. i will try to arrange payment in may bos. 🙏🙏

“[08/06/2022, 08:50:01] JaMes: Good morning Dato, attached is the summary outstanding for your kind action. Time fly and the debt is coming for year anniversary. 😊😊 Hope boss can deliver it, am really need it urgent for my venture businesses. 🙏

[08/06/2022, 08:50:41] JaMes: Letter to Adnan Rahim & Co (Outstanding payment as at 31.5.2022).pdf • 4 pages <attached: 00000162-Letter to Adnan Rahim & Co (Outstanding payment as at 31.5.2022).pdf>

[08/06/2022, 09:00:46] +60122380447: ok noted bos. i'm waiting the letter offer very soon bos. hope can clear everything to u very soon

[08/06/2022, 09:02:22] JaMes: Really appreciate 🙏

[08/06/2022, 10:44:00] JaMes: How soon it is? Or specific date? I need it to do my planning

[08/06/2022, 12:35:43] JaMes: Pls Advise boss. Thks 🙏

(viii) The 3rd Defendant reinforced the false representation that the 2nd and/or 3rd Defendants would make the payment for the balance purchase price when they received the outstanding debts from the government vide the 3rd Defendant's WhatsApp messages as follows:-

“[24/10/2022, 20:50:25] JaMes: Dato, kindly call back and how is the collection from MOD? I am having meeting tomorrow morning with My friend Ts chua . He know Ts hishamuddin well



also. All are BN member, May help it and need your info. Pls reply and listen my call

[24/10/2022, 21:27:59] +60122380447: evening bos

[24/10/2022, 21:28:09] +60122380447: mod already paid last week

[24/10/2022, 21:28:24] +60122380447: thanks for your help

[24/10/2022, 21:38:53] JaMes: Welldone and May get your full payment isnt ?”

(ix) The 3rd Defendant reinforced his false representation as mentioned above by claiming that he was purportedly still in the midst of getting payment vide the 3rd Defendant's WhatsApp messages as follows:-

“[11/01/2023, 10:33:35] JaMes: Morning .. pls ready the payment tomorrow. I am getting heavy pressure now. Thks

[11/01/2023, 13:02:16] JaMes: Boss, Tomorrow go your lawyer office collect the cheque?

[11/01/2023, 19:19:45] JaMes: Hallo, boss, dapat bayar ke tidak ? terus terang

[11/01/2023, 19:31:19] JaMes: Boss, be gentleman. Don't push me to corner

[11/01/2023, 19:45:45] +60122380447: i x dpt lagi fund boss

[11/01/2023, 19:45:51] +60122380447: tgh usaha pinjam org ni”

42.21 At that point, these representations as mentioned in these subparagraphs above were clearly false because the 2nd and/or 3rd Defendant had clearly obtained using the 1st Defendant company a financing facility through an open charge from Public



Bank Berhad through a Certificate of Registration of Charge dated 05.08.2022.

42.22 Thereafter, apart from an unrelated WhatsApp message, the 3rd Defendant did not reply to the Plaintiff's messages.

42.23 The 2nd and/or 3rd Defendants made the False Statements addressed to the Plaintiff to: -

- (i) Mislead, cheat and/or deceive the Plaintiff into thinking that they would pay and settle their legal obligations to the Plaintiff very soon,
- (ii) mislead, cheat and/or deceive the Plaintiff into thinking the 2nd Defendant has the financial capability and/or capacity to pay and settle its legal obligations to the Plaintiff,
- (iii) to mislead cheat and/or deceive the Plaintiff into giving the time for the 2nd and/or 3rd Defendants to do so,
- (iv) to wrongfully appropriate and/or siphon away the monies obtained by them meant to meet their existing legal obligation to the Plaintiff; and



- 42.24 Therefore, for the foregoing reasons, the 2nd and/or 3rd Defendants made the False Statements to the Plaintiff with the knowledge that it is false or not believing it to be true and the malicious intention to mislead, cheat and/or deceive me.
- 42.25 In reliance on the 3rd Defendants' False Statements, to the Plaintiff's detriment, the Plaintiff agreed to extend the time for the payment of the balance purchase price and did not take legal action against the 2nd and/or 3rd Defendants at the material times.
- 42.26 The failure of the 2nd, 3rd, 4th and/or 5th Defendants to disclose the success of obtaining the financial facilities above is not only a criminal and/or civil breach of trust, but also has been done to hide, conceal, deceive and/or cheat the Plaintiff of all the Plaintiff's shares in the 1st Defendant company.
- 42.27 The 3rd Defendant has been making wrongful and malicious acts and efforts to siphon away the monies obtained by the 2nd Defendant through various entities controlled by the 3rd Defendant either directly by the 3rd Defendant himself and/or indirectly through the 3rd Defendant's agents, employees, servants, representatives and/or proxies.
- 42.28 The said monies, or part thereof, obtained by and/or through the 2nd Defendant have been siphoned to wrongfully and illegally fund



the business ventures of the 8th, 9th , 17th, 18th and/or 19th Defendants companies.

- 42.29 The 8th, 9th , 17th, 18th and/or 19th Defendant companies are involved in the same or similar business in relation to the manufacturing, distribution, sale, service and/or assembling electric vehicles and other types of cars.
- 42.30 The 7th Defendant company as a holding company was wrongfully used by the 3rd Defendant to enter into various joint ventures for the 8th and 9th Defendants, among others, with a public-listed company, Careplus Group Bhd, to develop and expand the business ventures of the 8th, 9th , 17th and/or 19th Defendants companies.
- 42.31 The 1st Defendant company has been wrongfully and fraudulently used by the 2nd, 3rd , 4th and/or 5th Defendants to create a false and/or misleading impression to others, including but not limited to Maxland Bhd and Careplus Group Bhd, about the Defendants' capability, jointly and severally, to run a business related to the sale and/or service of motor vehicles.
- 42.32 The 5th Defendant was at all material times involved and has knowledge of the actual and/or equitable fraud perpetrated by the 2nd, 3rd and 4th Defendants as the 5th Defendant was not only a



signatory of the Share Sale Agreement, but was also a director of the 7th Defendant company from 16.07.2021 to 25.03.2024.

42.33 The 14th Defendant is an agent, servant, representative and/or proxy of the 2nd and/or 3rd Defendants. It is through the shares and/or directorships held by the 14th Defendant in the 6th, 7th, 8th, 17th and/or 19th Defendants companies that the 2nd and/or 3rd Defendants utilised the 6th, 7th, 8th, 17th and/or 19th Defendants to perpetrate this actual and/or equitable fraud against the Plaintiff.

42.34 The 15th Defendant is an agent, representative and/or proxy of the 2nd and/or 3rd Defendants. It is through the shares and/or directorships held by the 15th Defendant in the 6th and 12th Defendants companies that the 2nd and/or 3rd Defendants utilised the 6th and/or 12th Defendants to perpetrate this actual and/or equitable fraud against the Plaintiff.

42.35 The 16th Defendant is an agent, servant, representative and/or proxy of the 2nd and/or 3rd Defendants. It is through the shares and/or directorships held by the 16th Defendant in the 2nd, 7th and/or 17th Defendants companies that the 2nd and/or 3rd Defendants utilised the 2nd, 7th and/or 17th Defendants to perpetrate this actual and/or equitable fraud against the Plaintiff.



- 42.36 The 17th and 18th Defendants have been used as vehicles of fraud by both the 3rd and/or 4th Defendants to perpetrate their actual and/or equitable fraud.
- 42.37 The 19th Defendant has also been used as a vehicle of fraud by the 3rd, 5th, 14th and/or 16th Defendants to perpetrate their actual and/or equitable fraud, i.e. the 19th Defendant has been used to enter into a proposed acquisition with a company known as MAXLAND ENERGY SDN BHD, a wholly owned subsidiary of a public company, MAXLAND BERHAD (FORMERLY KNOWN AS PRICEWORTH INTERNATIONAL BERHAD) ("**Maxland**").
- 42.38 This proposed acquisition was done to cause Maxland to acquire the majority shares held by the 19th Defendant in the 17th Defendant company. The 3rd and 5th Defendants, who are the shareholders of the 19th Defendant, together with 14th and/or 16th Defendants, who are the directors and shareholders of the 19th Defendant company, used the 19th Defendant company as a vehicle of fraud to orchestrate and/or cause the transfer of the 19th Defendant's shares in the 17th Defendant company to Maxland.
- 42.39 The 3rd Defendant also assumed authority and/or has apparent and/or ostensible authority over the 9th Defendant. During the e-Review Case Management on 4.3.2025, the solicitors for the Defendants, Messrs Adnan Rahim & Co, revealed that the 3rd Defendant had instructed them to represent all the Defendants.



including the 9th Defendant. Messrs Adnan Rahim & Co
witnessed that the 3rd Defendant had assumed apparent and/or
ostensible authority over the 9th Defendant, especially in relation
to the conduct of this suit. Subsequently, during the same e-
Review Case Management, it transpired that the 9th Defendant's
solicitors which were appointed vide the Notice of Change of
Solicitors dated 4.03.2025 claimed that the 9th Defendant had no
knowledge of the Defendants' representation by Messrs Adnan
Rahim & Co.

THE TORT OF CONSPIRACY AND/OR DISHONEST ASSISTANCE BETWEEN
THE 1ST TO THE 19TH DEFENDANTS AND/OR ANY TWO OF THEM

43. Throughout all material times before, upon and/or after the Share Sale Agreement was entered into between the Plaintiff and the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th and/or 19th Defendants have been conspiring to defraud and cheat the Plaintiff off his shares in the 1st Defendant. (**Conspiracy**)
44. The Conspiracy could not only be seen from the 6th, 7th, 8th, 9th, 11th, 13th, 17th and/or 19th Defendants running the same or similar business in nature and/or substance in the same premises, but also the hugely sophisticated network of companies controlled by the 3rd Defendant, with the assistance and/or conduct of the 4th, 5th, 14th and/or 16th Defendants.



45. The 8th, 9th, 17th, 18th and/or 19th Defendants also by virtue of working together in various capacities with the 3rd, 7th, 14th, 15th and/or 16th Defendants also became entangled and involved in the Conspiracy and/or actual and/or equitable fraud perpetrated by the 2nd, 3rd and/or 4th Defendants. Therefore, the 8th, 9th, 17th, 18th and/or 19th Defendants have dishonestly assisted in the wrongdoings of each Defendant, whether jointly or severally.

**Particulars of the Tort of Conspiracy and/or Dishonest Assistance by
the 9th Defendant**

- 45.1. The 9th Defendant is a joint-venture corporate vehicle between the 7th Defendant and the parent company of the 9th Defendant, Careplus Group Bhd, with Careplus Group Bhd owning more than 99.99% of the shares in the 9th Defendant.
- 45.2. Careplus Group Bhd only participated in the ownership and management of the 9th Defendant in 2023, when it acquired 99.99% of D9's shares at the material time.
- 45.3. Prior to Careplus Group Bhd acquiring the majority of the shares in the 9th Defendant, the 17th Defendant was the owner of the shares in the 9th Defendant. The 3rd, 14th and/or 16th Defendants, amongst other Defendants, were and have been playing significant roles in the 17th Defendant, being its directors and/or substantial shareholders.



45.4. Therefore, the 9th Defendant's knowledge of the actual and/or equitable fraud and/or fraudulent misrepresentation, and/or conduct in committing the tort of conspiracy and/or dishonest assistance in relation thereto, prior to Careplus Group Bhd's acquisition of ownership in the 9th Defendant is highly relevant and material.

45.5. Further, the Defendants, particularly the 3rd, 14th and/or 16th Defendants, being the controller(s) of the 9th Defendant at the material times have channelled monies, obtained vis-à-vis the 1st and/or 2nd Defendants to fund the business of the 9th Defendant, in light of all the Defendants' admission done in their affidavit in reply to oppose the Plaintiff's application for a Mareva Injunction.

Knowledge of the parent company of the 9th Defendant

45.6. Careplus Group Bhd also entered into a binding term sheet to acquire 30% of the shares in the 8th Defendant from the 17th Defendant for RM7.4 million on 2 June 2023.

45.7. Careplus Group Bhd had fully and satisfactorily done their legal due diligence on the affairs of the 8th Defendant prior to acquiring the said shares in the 8th Defendant.

45.8. Prior to acquiring 70% of the shares in D8, Careplus Group Bhd vis-à-vis the 9th Defendant had full knowledge that, amongst others,:



- (i) The 3rd , 5th and/or the 14th Defendants were the directors of the 8th Defendant.
- (ii) The 17th Defendant's directors were the 14th and 16th Defendants, and the 17th Defendant's majority shareholder was the 19th Defendant.
- (iii) The 19th Defendant's directors were the 14th and 16th Defendants, and the 19th Defendant's shareholders were 3rd, 5th, 14th and/or 16th Defendants

45.9. Corporate standards with regard to legal due diligence for a publicly listed company involves, amongst others, that:-

- (i) Careplus Group Bhd familiarises itself with the 8th and 9th Defendants' history and nature of the business, their financial circumstances, financial control, systems and procedures, investment and corporate objectives as well as the risk management strategy practised by the 8th and/or 9th Defendants; and
- (ii) Careplus Group Bhd familiarising itself with the background of the 8th and 9th Defendants' substantial shareholders and directors, particularly relating to corporate governance issues; and
- (iii) Careplus Group Bhd assessing the qualifications, level of experience and expertise (relating to the industry concerned) of



the existing and proposed directors and key senior management of the 8th and/or 9th Defendants. This would involve assessing individually and collectively the competence of the directors and key senior management to ascertain whether the directors and key senior management as a whole have the necessary experience and expertise for the effective management of any proposed businesses.

45.10. Therefore, given the need and/or requirement for Careplus Group Bhd and/or the 9th Defendant to meet the relevant corporate governance standards, it would be necessary and/or a requirement for Careplus Group Bhd and/or the 9th Defendant to have investigated and be familiarised with the backgrounds, financial circumstances, qualifications, levels of experience and/or expertise of substantial shareholders and directors of the entities with whom Careplus Group Bhd and/or the 9th Defendant are working, i.e. the 3rd, 5th, 14th, 16th Defendants, and/or the other Defendants.

45.11. Accordingly, it would be a fundamental breach of the relevant standards for corporate governance for Careplus Group Bhd and/or the 9th Defendant to deny having any knowledge of the background, history, financial circumstances, levels of experience and/or expertise of the 3rd, 5th, 14th, 16th Defendants, and/or the other Defendants.



45.12. Careplus Group Bhd and/or the 9th Defendant has the full knowledge of all relevant facts because the 3rd Defendant is an agent, representative and/or proxy of the 9th Defendant.

LIFTING AND/OR PIERCING OF THE CORPORATE VEIL

46. Based on the reason for the matters stated, the corporate veil of the 1st, 2nd, 6th, 7th, 8th, 10th, 11th, 12th, 13th, 17th, 18th and/or 19th Defendants should be pierced and/or lifted up in order to prevent the wrongdoers from misusing the entities as seen by facts stated herein in relation to the Defendants as well as to ensure that the Plaintiff's rights as a victim of the fraud are protected. This is in order that the persons perpetrating such fraud and/or abuse cannot hide behind the separate corporate personality of the 1st, 2nd, 6th, 7th, 8th, 10th, 11th, 12th, 13th, 17th, 18th and/or 19th Defendants.

47. In any event, each and every Defendant in this action should be perceived and seen as a single economic unit, as the relationships between persons, companies and entities as represented by each and every Defendant are so intertwined that they should be treated as a single economic entity to reflect the economic and commercial realities of the situation.

BREACH OF FIDUCIARY DUTIES OF THE 3RD DEFENDANT



48. Further or in the alternative, the 3rd Defendant is in breach of the fiduciary duties owed by him in relation to the Share Sale Agreement and the Supplementary Agreement.
49. Pursuant to the Share Sale Agreement and the Supplementary Agreement, the 3rd Defendant at all material times owed various fiduciary duties to the Plaintiff and is under fiduciary and/or legal duties and/or obligations to inform the Plaintiff of the status of the performance of the said Share Sale Agreement and the Supplementary Agreement, including but not limited to the progress of the funding and/or financial assistance obtained by him and/or by the 2nd Defendant.
50. In reliance of the promise and representations given by the 3rd Defendant, the Plaintiff transferred all his shares in the 1st Defendant company to the 2nd Defendant and even extended the payment deadline vide the Supplementary Agreement.
51. However, in bad faith, the 3rd Defendant committed a breach of this fiduciary duty by failing, refusing and/or neglecting to inform the Plaintiff of material changes to the 1st Defendant and the financing facilities obtained through the 1st Defendant company by the 2nd and/or 3rd Defendants.
52. Furthermore, the 3rd Defendant has committed a breach of this fiduciary duty by failing, refusing and/or neglecting to fulfil his legal obligations pursuant to the Share Sale Agreement and the Supplementary Agreement and to pay for the



balance purchase price and settle all his fiduciary and legal obligations thereunder.

53. Furthermore, the 1st Defendant's shares were wrongfully transferred from the 2nd Defendant to the 4th Defendant, in breach of the fiduciary duties owed by the 3rd Defendant. Therefore, the 4th Defendant stands as a fiduciary to me, as the current legal owner of the 1st Defendant's shares.

UNJUST ENRICHMENT OF THE DEFENDANTS

54. Further or in the alternative, as the result of the 2nd and/or 3rd Defendants' failure, refusal and/or neglect to make payment for the balance purchase price of the transfer of the shares of the 1st Defendant, the Plaintiff is also claiming for restitution against the Defendants as the Defendants in wrongfully or illegally possessing the ownership of the 1st Defendant, together with the failure, neglect and/or refusal to make payment for the balance purchase price, have now obtained the incontrovertible benefits derived from the ownership of the 1st Defendant and the failure, neglect and/or refusal to make payment for the balance purchase price at the expense of, and to the detriment of the Plaintiff.
55. In the circumstances, each of the Defendants has now been unjustly enriched by virtue of the illegal and/or wrongful ownership of the 1st Defendant and the said failure, neglect and/or refusal to make payment for the balance purchase price.



56. The Plaintiff has never intended to transfer his shares in the 1st Defendant gratuitously and without adequate consideration.
57. The Defendants, in particular the 3rd and 5th Defendants, at all material times were fully aware of and had willingly accepted the said transfer of the shares with the knowledge that the Plaintiff did not transfer the shares in the 1st Defendant for free, insufficient consideration and/or gratuitously.
58. Without prejudice to any other applicable law, the Plaintiff intends to also rely on the provisions of Section 71 of the Contracts Act 1950 for the Plaintiff's claim herein.

RELIEF SOUGHT

59. By reason of the matters aforesaid the Plaintiff has suffered injury, loss and damage.

WHEREFORE, the Plaintiff claims against the Defendants jointly and severally as follows: -

- (a) The sum of ~~RM4,103,359.94~~ RM 3,532,000.00, being the sum of the balance purchase price or restitution thereof;
- (b) A declaration that the 3rd and 4th Defendants are fiduciaries to the Plaintiff for all the shares of the 1st Defendant;



- (c) Damages for Fraud and/or Fraudulent Misrepresentation and/or Conspiracy to injure or defraud;
- (d) Damages to be assessed and/or a statement of account or accounts (such statement/accounts certified by the person primarily responsible for the financial management of the 1st and 2nd Defendant) be ordered to be given by the 3rd and 4th Defendants to the Plaintiff together with full details of all monies received, spent and invested, in whatsoever manners, through the 1st and 2nd Defendants from 20.08.2021 to date and if such documents were not in the possession of the 3rd and 4th Defendants that the 3rd and 4th Defendants be compelled to obtain copies of the same from any other party in possession of the same, to comply with this order;
- (e) that the 3rd and 4th Defendants shall serve the said statement of account or accounts on the Plaintiff's solicitors within thirty (30) calendar days from the date of this Judgment;
- (f) that the Plaintiff's appointed auditor be entitled to conduct an independent audit of the said accounts and documents rendered by the 3rd and 4th Defendants, to verify the same and be allowed access to all the relevant and supporting documents or at any place where such documents were maintained, and to thereafter prepare an audit report as soon as possible;



- (g) General Damages;
- (h) Exemplary Damages;
- (i) Pre-Judgment Interest at a rate of 5% per annum on any sum allowed by this Honourable Court from the date of the commencement of this action until the date of this Judgment;
- (j) Post Judgment Interest at a rate of 5% per annum on any sum allowed by this Honourable Court herein from the date of Judgment until the date of full and final settlement by the Defendant;
- (k) Costs; and
- (l) Such further or other relief as deemed fit and proper by this Honourable Court.

~~Dated the 12th day of January, 2025.~~

Re-dated the 7th day of April, 2025.

Ling & Theng Book

.....

Solicitors for the Plaintiff



This **Amended Statement of Claim** is filed by Messrs Ling & Theng Book, Solicitors for the Plaintiff whose address of service is at D-1-36, Block D, 8 Avenue Business Center 46500 Petaling Jaya, Selangor Darul Ehsan.

[Tel: 03 7931 2902 / H/P: 012-477 0788/ Email: ltb_sunway@hotmail.com / ling.thengbook@gmail.com]

[Ref No: LT/613/12-24/TYH/PJ]



S/N UUgQ/FpEOE26YsHFxcnWA

**Note : Serial number will be used to verify the originality of this document via eFILING portal