

**DALAM MAHKAMAH TINGGI MALAYA DI SHAH ALAM  
DALAM NEGERI SELANGOR DARUL EHSAN, MALAYSIA  
(BAHAGIAN SIVIL)**

**GUAMAN NO.: BA-22NCvC-187-05/2021**

**ANTARA**

**LADANG VENU (M) SDN. BHD.  
(No. Syarikat: 915085-D)**

**– PLAINTIFF**

**DAN**

**D PRISTINE MEDINI SDN. BHD.  
(NO. SYARIKAT: 984932-H)**

**– DEFENDANT**

**GROUND OF JUDGMENT**

***Introduction***

[1] The Plaintiff's application for discovery is filed on 23-11-2021 (**Enclosure 12**) pursuant to Order 24, rule 11 and Order 92 rule 4 of the Rules of Court 2012 [*P.U(A) 205/2012*] and also for the following orders:

- (a) *perintah bahawa Defendan mengemukakan atau membekalkan salinan dokumen-dokumen dan/atau maklumat-maklumat yang disenaraikan dibawah yang berada dalam milikan, jagaan atau kuasa Defendan yang telah dirujuk*



*dalam Perjanjian SPA T2-18-07 dan Perjanjian SPA T1-20-16A dan/atau Pernyataan Pembelaan Defendan bertarikh 29.09.2021 (“Pernyataan Pembelaan Defendan tersebut”) untuk pemeriksaan Plaintiff dalam masa empat belas (14) hari dari tarikh Perintah diberikan.*

*(b) Dokumen-Dokumen dan/atau Kertas-kertas kausa yang berkenaan adalah seperti berikut:*

*(i) Perjanjian SPA T2-18-07 dan Perjanjian SPA T1-20-16A –*

Preamble 4:

“The Vendor shall, at its own cost and expense, obtain the approval of the building plans (hereinafter referred to as “the Building Plans”) from the Appropriate Authority (A copy of the Building Plans are annexed in the First Schedule)”.

*(ii) Pembelaan pada perenggan 30:*

*“... Defendan telah sesungguhnya menerangkan bahawa Salinan Pelan Rancangan yang diminta oleh Plaintiff telah sememangnya dilampirkan bersama di dalam Jadual Pertama Perjanjian-Perjanjian Jual Beli tersebut (Pelan Rancangan bagi Unit T2-18-07 dan Unit T1-20-16A) ...”.*



*Pembelaan pada perenggan 10:*

*“... Satu surat telah dikeluarkan oleh Defendan bertarikh 22.01.2019 bagi memaklumkan Defendan berkenaan pengeluaran Sijil Penyempurnaan dan Pematuhan (Certificate of Completion and Compliance” (CCC).*

*Surat Defendan bertarikh 22.01.2019:*

*“... We are also pleased to inform you that we have obtained the Certificate of Completion and Compliance (“CCC”) in respect of the Property. A copy of the CCC is enclosed herewithfor your attention.”.*

*Perenggan 11:*

*“.... Satu surat telah dikeluarkan oleh Defendan bertarikh 04.03.2019 bagi memaklumkan Plaintiff berkenaan pengeluaran CCC....”.*

*Surat Defendan bertarikh 04.03.2019:*

*“.... We are also pleased to inform you that we have obtained the Certificate of Completion and Compliance (“CCC”) in respect of the Property. A copy of the CCC is enclosed herewith for your attention.”.*



- (c) *Plaintif adalah bebas untuk membuat permohonan ini.*
- (d) *Kos Permohonan ini ditanggung oleh Plaintif sendiri.*
- (e) *Sebarang perintah atau relief lanjut atau lain atau berbangkit, sama ada secara perintah-perintah interlocutori/interim dan/atau muktamad, sepertimana Mahkamah Yang Mulia ini mendapatinya suai maanfaat.*

[2] The grounds for this application are *inter alia* as follows:

- (a) Plaintif telah membeli 2 unit SOFO yang dikenali sebagai T2-18-07 dan T1-20-16A daripada Defendan dan menandatangani perjanjian-perjanjian jual beli berkenaan iaitu Perjanjian SPA T2-18-07 dan Perjanjian SPA T1-20-16A.
- (b) Menurut Perjanjian SPA T2-18-07 dan Perjanjian SPA T1-20-16A, Pelan Rancangan Bangunan “the Building Plans” sepatutnya dilampirkan oleh Defendan di Perjanjian SPA T2-18-07 dan Perjanjian SPA T1-20-16A, dimana ianya juga disahkan di Pernyataan Pembelaan Defendan tersebut, tetapi telah tidak dilampirkan.
- (c) Surat-surat Defendan bertarikh 22.01.2019 dan 04.03.2019 telah memaklumkan kepada Plaintif mengenai pengeluaran CCC dan salinan CCC tersebut sepatutnya dilampirkan oleh Defendan, dimana ianya juga disahkan di Pernyataan Pembelaan Defendan tersebut, tetapi Defendan telah gagal, cuai dan/atau enggan berbuat demikian.



- (d) Peguam cara Plaintiff telah mengeluarkan Notis untuk Mengemukakan Dokumen yang disebut kepada peguam cara Defendan pada 22.10.2021 seperti di atas sini selaras dengan Aturan 24 kaedah 10 Kaedah-Kaedah Mahkamah 2012. Walaubagaimanapun, tetapi Defendan telah enggan, cuai dan/atau gagal untuk mematuhi Notis untuk Mengemukakan Dokumen tersebut dan membekalkan salinan dokumen-dokumen dan/atau maklumat-maklumat tersebut.
- (e) Plaintiff akan mengalami prejudis jika Defendan tidak diperintahkan oleh Mahkamah ini untuk mengemukakan salinan dokumen-dokumen dan/atau maklumat-maklumat yang disenaraikan yang berada dalam milikan, jagaan atau kuasa Plaintiff yang telah dirujuk seperti di atas sini.
- (f) Plaintiff tidak mempunyai pilihan lain tetapi dan melainkan memfailkan Permohonan ini untuk mendapatkan relief dan perintah daripada Mahkamah ini untuk memerintahkan dan memaksa Defendan mengemukakan dokumen-dokumen dan/atau maklumat-maklumat tersebut bagi membolehkan Mahkamah ini mempunyai semua fakta-fakta dan keterangan yang relevan supaya perbicaraan yang adil dan seksama boleh dijalankan berdasarkan keterangan salinan dokumen-dokumen dan/atau maklumat-maklumat tersebut yang dirujuk pada Pembelaan dan bukannya berdasarkan pengataan kosong dan ianya juga menjimatkan kos.



***What are the Plaintiff's claims?***

[3] The Defendant objected and opposed to the application discovery/inspection.

[4] The overview of the case as per the Plaintiff's version is as follows:

- (a) at all material times, the Defendant represented to the Plaintiff that the Defendant will be constructing a mixed-used commercial development known as d'PRISTINE @ MEDINI based on the approval of the Building Plans from the relevant authorities.
- (b) on 26-6-2014, the Plaintiff and the Defendant signed a Sale and Purchase Agreement for the unit known as T2-18-07 ("the T2-18-07 SPA") wherein the Plaintiff agreed to sell and the Defendant agreed to purchase a parcel known as No. Parcel 07, Type SOFO Premium Suite B (Intermediate Lot), Floor 18, Building No. T2, Area of Parcel 1416 square feet in d'PRISTINE @ MEDINI based on the Building Plan annexed in the First Schedule in the T2-18-07 SPA.
- (c) on 11-9-2014, the Plaintiff and the Defendant signed a Sale and Purchase Agreement for the unit known as T1-20-16A ("the T1-20-16A SPA") wherein the Plaintiff agreed to sell and the Defendant agreed to purchase a parcel known as No. Parcel 16A, Type SOFO Deluxe (Intermediate Lot), Floor 20, Building No. T1, Area of Parcel 771 square feet in d'PRISTINE @ MEDINI based on the Building Plan annexed in the First



Schedule in the T1-20-16A SPA. (hereinafter collectively referred to as “the said SPAs”).

- (d) on 22-1-2019, the Defendant sent a letter to the Plaintiff to notify the Plaintiff that the CCC has been issued for the parcel T2-18-07 and that the vacant possession is ready to be delivered (“the T2-18-07 letter”).
- (e) on 4-3-2019, the Defendant sent a letter to the Plaintiff to notify the Plaintiff that the CCC has been issued for the parcel T1-20-16A and that the vacant possession is ready to be delivered (“the T1-20-16A letter”). (hereinafter collectively referred to as “the said Letters”).
- (f) according to both of the SPAs, the Defendant is required to obtain the CCC in accordance to the Building Plan.
- (g) Clause 26 Manner of Delivery of Vacant Possession provides that such possession shall not give the Purchase the right to occupy and the Purchaser shall not occupy the said Parcel until such time as the CCC is issued.
- (h) the Defendant failed to obtain the CCC for the Building, and instead, have only obtained a Partial CCC for both of the Units.



- (i) at all material times, the Plaintiff have fully settled the payments for both of the Units. However, the Defendant has yet to complete the office block, the hotel and the shopping complex as stated in the Building Plans.
- (j) the Plaintiff made complaints with the Defendant but the Defendant did not provide any explanation regarding their failure to complete the whole of the mixed-use commercial development based on the Building Plans.

***The Defendant's version***

[5] The overview of the case as per the Defendant's version is as follows:

- (a) The Plaintiff here has entered into separate Sale and Purchase Agreements with the Defendant for the purchase and construction of two units under a project known as D'Pristine @ Medini ("said Project") which is a mixed-development projectsituated at HS(D) 537369 PTD 199694, Mukim of Pulai District of Johor Bahru, State of Johor, details of such purchases are as follows;

DATE OF AGREEMENT	UNIT NO.	TOWER
26.6.2014	T2-18-07 ("Unit T2-18-07")	Tower 2
11.9.2014	T1-20-16A ("Unit T1-20-16A")	Tower 1
Collectively referred to as "the said SPAs"		





- (b) The Project being a mixed development project consists of multiple structures and phases. Of which, all of the units bought by the Plaintiff are situated in Tower 1 and Tower 2 respectively.
- (c) It was agreed in the SPAs that the vacant possessions of the Plaintiff's units shall be delivered within 54 months from the date of agreement. As such, the Defendant has delivered the vacant possession of both Unit T2-18-07 and Unit T1-20-16A to the Plaintiff on 22.1.2019 and 4.3.2019 respectively. It must be brought to this Court's attention that the delivery of vacant possession of both units were accordingly admitted by the Plaintiff in its pleading.
- (d) The Certificate of Completion and Compliance ("CCC") in Form F1 dated 30.10.2018 has been issued by the architect which certified the complete construction of the partial part of the project, including inter alia, Tower 1 and Tower 2. The CCC was issued in accordance to the relevant guidelines issued by the Lembaga Arkitek Malaysia as well as according to the Undang-Undang Kecil Bangunan Seragam Johor 1986 ("UUKBSJ").
- (e) As the phase for Tower 1 and Tower 2 was completed ahead of the other remainder phases of the said Project, it was legally incumbent for the CCC in Form F1 to be issued to specifically certify the full completion of Tower 1 and Tower 2 (i.e. partial portion of the Project). Upon the approvals and confirmation of all the local authorities (vide Form G1-G21),



both Tower 1 and Tower 2 has deemed been completed by the Defendant.

- (f) Despite receiving the full and complete delivery of vacant possession of both of the Plaintiff's units on 22.1.2019 and 4.3.2019, Unit T2-18-07 and Unit T1-20-16A respectively, the Plaintiff has still decided to commence this present suit against the Defendant.

***The Defendant's contentions***

[6] The Defendant contended that this application for a production and inspection of documents and/or information of a copy of the CCC as well as a copy of the Building Plan ("Documents for Inspection") should not be allowed.

[7] According to the Defendant, obviously the Plaintiff's application is doomed to fail because –

- (a) considering that the documents requested to be inspected are undoubtedly already in the possession of the Plaintiff.
- (b) the Plaintiff has also failed to fulfil the requirement under Order 24 Rule 10(2) of the ROC 2012 by failing to issue out Form 41 to the Defendant.
- (c) the Plaintiff's application was filed without any merit and was only an erroneous attempt by the Plaintiff to delay the application to strike out the Plaintiff's claim which was filed by the Defendant under Enclosure 9.



- (d) in the case of **Goh Yong Peow v Goh Sok Choo & Ors [2015] 10 MLJ 160**, the Court has held as follows:

*“[134] In my judgment, r 10 (1) of O 24 is applicable to entitle the plaintiff to serve on the first respondent a notice in Form 41 to require the first defendant to produce the documents for the 'hidden account' for his inspection and to permit him to take copies of those documents...”.*

- (e) the Plaintiff has already a copy of the Building Plan of the units purchased by the Plaintiff. The Plaintiff's Application herein to request for an inspection of the Main Building Plan for the whole project is clearly irrelevant to the determination of the case. There are clearly no necessities for the Plaintiff to request for the issuance of the Main Building Plan (inclusive of the WHOLE PROJECT) as the Plaintiff's cause of action herein only premised on the alleged failure to deliver the vacant possession as agreed under the SPAs entered between parties.

- (f) in case of **Nguang Chan aka Nguang Chan Liquor Trader & Ors v Hai- O Enterprise Bhd & Ors [2009] 5 MLJ 40**, where the Court of Appeal held–

*“Under r 13(1) an order for the production of documents for inspection is not to be made unless the court is of opinion that such order is necessary either for disposing fairly of the case or matter or for saving costs. It is for the party seeking production to satisfy the court that such production is*



*necessary for the purpose specified in r 13(1) per Parker LJ in Dolling-Baker v Marrett & Ors [1991] 2 All ER 890 and Ventouris v Mountain [1991] 1 WLR 607.*

- (g) the Plaintiff's application for discovery should be dismissed if this Court is of the view that the Plaintiff was 'merely fishing for evidence to prop up his case' and to allow him discovery would be unduly oppressive to the party giving discovery. It is sufficient for the Defendant to only include the specific part of the building plan of the unit and/or tower purchased by the Plaintiff in the said SPAs.
- (h) the Plaintiff had misinterpreted clause 25(1) and clause 26(3) of the SPAs pertaining to the word "the Building".
- (i) the Plaintiff's inconsistent stance in the Plaintiff's own pleading and its prayers showed that the Plaintiff just assumed either of fact or of law. Therefore, as in the case of **Boustead Trading (1985) Sdn Bhd v Arab Malaysian Merchant Bank [1995] 3 MLJ 331** where the Federal Court emphasized the principle of estoppel:

*"When the parties to a transaction proceed on the basis of an underlying assumption either of fact or of law – whether due to misrepresentation or mistake makes no difference – on which they have conducted the dealings between them – neither of them will be allowed to go back on the assumption when it would be unfair or unjust to allow him to do so".*



And the case of **Cheah Theam Kheang v City Centre Sdn Bhd & Other Appeals [2012] 1 MLJ 761** which the Court of Appeal had held the following:

*“There is a principle of law of general application that it is not possible to approbate and reprobate. That means you are not allowed to blow hot and cold in the attitude that you adopt. A man cannot adopt two inconsistent attitudes towards another: he must elect between them and, having elected to adopt one stance, cannot thereafter be permitted to go back and adopt an inconsistent stance”.*

### ***The Decision***

[8] On 20-4-2022, the Court allowed the Plaintiff’s application and decided as follows:

- (a) *Defendan hendaklah dalam tempoh 14 hari dari tarikh keputusan ini mengemukakan dokumen yang disebut dalam Lampiran 12 kepada Plaintiff bagi pemeriksaan; dan*
- (b) *kos permohonan ditanggung oleh Plaintiff.”.*

[9] The Defendant appeal. This judgment contains the reasons for my decision in dismissing the application in striking out the claims.



## ***The Law***

[10] The provision for discovery of documents under the Order 24 rule 3, 7 and 11 of the RoC as rely upon by the Defendant in its application are as follows:

### **Order 24. Discovery and inspection of documents**

#### **Order for discovery (O. 24, r. 3)**

3. (1) Subject to the provisions of this rule and of rules 4 and 8, the Court may at any time order any party to a cause or matter (whether begun by writ, originating summons or otherwise) to give discovery by making and serving on any other party a list of the documents which are or have been in his possession, custody or power and may at the same time or subsequently also order him to make and file an affidavit verifying such a list and to serve a copy thereof on the other party.

(2) *(There is no paragraph (2))*

(3) *(There is no paragraph (3))*

(4) The documents which a party to a cause or matter may be ordered to discover under paragraph (1) are as follows:

(a) the documents on which the party relies or will rely;  
and



(b) the documents which could—

- (i) adversely affect his own case;
- (ii) adversely affect another party's case; or
- (iii) support another party's case.

**Order for determination of issues before discovery (O. 24, r. 4)**

4. Where on an application for an order under rule 3, it appears to the Court that any issue or question in the cause or matter should be determined before any discovery of documents is made by the parties, the Court may order for that issue or question to be determined first and give such other directions as may be necessary.

**Order for discovery of particular documents (O. 24, r. 7)**

7. (1) Subject to rule 8, the Court may at any time, on the application of any party to a cause or matter, make an order requiring any other party to make an affidavit stating whether any document specified or described in the application or any class of document so specified or described is, or has at any time been, in his possession, custody or power, and if not then in his possession, custody or power when he parted with it and what has become of it.



(2) An order may be made against a party under this rule notwithstanding that he may already have made or been required to make a list of documents or affidavit under rule 3.

(3) An application for an order under this rule shall be supported by an affidavit stating the belief of the deponent that the party from whom discovery is sought under this rule has, or at some time had, in his possession, custody or power the document, or class of document, specified or described in the application, and that it falls within one of the following descriptions:

(a) a document on which the party relies or will rely;

(b) a document which could—

(i) adversely affect his own case;

(ii) adversely affect another party's case; or

(iii) support another party's case; and

(c) a document which may lead the party seeking discovery of it to a series of inquiry resulting in his obtaining information which may—

(i) adversely affect his own case;





(ii) adversely affect another party's case; or

(iii) support another party's case.

(4) An order under this rule shall not be made in any cause or matter in respect of any party before an order under rule 3 has first been obtained in respect of that party, unless, in the opinion of the Court, the order is necessary or desirable.

**Discovery to be ordered only if necessary (O. 24, r. 8)**

8. On the hearing of an application for an order under rule 3, 7 or 7a, the Court, if satisfied that discovery is not necessary, or not necessary at that stage of the cause or matter, may dismiss or adjourn the application and shall in any case refuse to make such an order if and so far as it is of the opinion that discovery is not necessary either for disposing fairly of the cause or matter or for saving costs.

**Order for production for inspection (O. 24, r. 11)**

11. (1) If a party who is required by rule 9 to serve such a notice as is therein mentioned or who is served with a notice under rule 10(1)—

(a) fails to serve a notice under rule 9 or, as the case may be, rule 10(2);

(b) objects to produce any document for inspection; or



(c) offers to inspect at a time or place such that, in the opinion of the Court, it is unreasonable to offer inspection then or, as the case may be, there, then, subject to rule 13(1), the Court may, on the application of the party entitled to inspect, make an order in Form 43 for production of the documents in question for inspection at such time and place, and in such manner, as it thinks fit.

(2) Without prejudice to paragraph (1) but subject to rule 13(1), the Court may, on the application of any party to a cause or matter, order any other party to permit the party applying to inspect any documents in the possession, custody or power of that other party relating to any matter in question in the cause or matter.

(3) An application for an order under paragraph (2) shall be supported by an affidavit specifying or describing the documents of which inspection is sought and stating the belief of the deponent that they are in the possession, custody or power of the other party and they relate to a matter in question in the cause or matter.



### ***Evaluations and Findings of this Court***

[11] The Legislature has given the Court discretion in allowing or disallowing an application for discovery and inspection of the documents. The words “may” and “in the opinion of the Court” give this Court power to decide whether the documents sought by the Plaintiff are related to the matter in question in the cause or matter.

[12] In the Affidavit in Support filed by the Plaintiff, there is a list and the Plaintiff has named what are the particular documents needed by them for the trial.

[13] Based on the Defendant’s contentions, it is crystal clear that the Defendant strongly stated that the Plaintiffs had misconceived in its claims by stating that–

- (a) the Defendant has breached the fundamental terms of the SPAs and the Housing Developer (Control and Licensing) Act 1966 (“HDA”) by failing to deliver the vacant possessions to the Plaintiff;
- (b) the Defendant has misrepresented the Plaintiff regarding the true terms of the agreement when the parties entered into the SPAs;
- (c) the Plaintiff has revealed new issues and facts which were never pleaded by the Plaintiff in any of the Plaintiff’s cause papers or in the Plaintiff’s Affidavit in Reply, namely–



- (i) the Plaintiff has suddenly alleged that the Defendant has breached the terms of the HDA by failing to deliver the CCC as accordance to section 3 of the HDA; and
- (ii) the Defendant had breached the terms of the SPAs by failing to obtained the Plaintiff's permission before amending the Building Plan.

[14] The affidavit by the Plaintiff that specifying or describing the documents of which discovery is sought and stating the belief of the Defendant that they are in the possession, custody or power of the other party and they relate to a matter in question in the cause or matter.

[15] This Court is of the view that the documents sought by the Plaintiff can help this Court to decide on the following:

- (a) whether the SPAs entered between parties are not a contract of a housing development under the HAD.
- (b) whether the Plaintiff went out of the tangent of the true and intended terms of the SPAs.
- (c) whether the concept of construction in the present case is of a totally different nature than that of Schedule H of the HDA.
- (d) whether the Plaintiff's claims are an afterthought. The Plaintiff was all fully aware of the nature of the agreements them so willingly signed (which are clearly not a housing



development under the HDA) therefore this present claim is merely an afterthought founded in greed.

- (e) whether there is an infringement of the by the Defendant
- (f) whether there were any elements of false representation by the Defendant, which ultimately induced the Plaintiff into entering the SPAs.
- (g) whether the Plaintiff has clearly misinterpreted the clauses. the term “the Building” referred to in the SPAs.

[16] As decided in my decision, the Defendant had 14 days to produce the documents as stated in the Plaintiff’s application for inspection. In order to have a smooth trial and without further delay that will incur expenses on the disposal of this action, the Plaintiff’s claims must be disposed off fairly.

[17] This Court should not just ignore the Plaintiff’s issues as follows:

- (a) whether the Defendant had breached the fundamental terms of both the SPAs when the Defendant failed to deliver CCC to the Plaintiff?
- (b) whether the Defendant had breached the fundamental terms of both the SPAs when the Defendant did not provide the Building Plans that is supposed to be annexed in the First Schedule of the SPAs?



- (c) whether the Defendants had breached the terms of the SPAs by unilaterally amending the Building Plans?
- (d) whether the Defendant had misrepresented to the Plaintiff as to the development of the project when the Plaintiff and the Defendant executed the SPAs?

[18] The Particular Documents ought to be produced by Defendant and the Plaintiff is allowed to discover and inspect those documents on the reasons that the Particular Documents are relevant documents and need to be used in this Court.

[19] In the case of **Allianz General Insurance Company (Malaysia) Berhad v. Chubb Insurance Malaysia Berhad (Formerly Known As Ace Jerneh Insurance Berhad)** [2018] 1 LNS 825, Yang Arif Mohamed Zaini Mazlan, High Court Judge, Kuala Lumpur has quoted clearly the law on discovery as follows:

*“The law on discovery*

*[12] The leading authority is the case of **Yekambaran s/o Marimuthu v. Malayawata Steel Bhd** [1994] 2 CLJ 581 (HC). Edgar Joseph J. (as his lordship then was), held that an applicant must satisfy the following three elements before being entitled to an order for discovery:*

- (i) *There must be a document,*



- (ii) *The document must be relevant, and*
- (iii) *The documents must have been in the possession, custody or power of the party that the discovery is sought from.*

[13] *It is pertinent for an applicant to prove that the documents sought are most relevant to its case. The applicant's case must be based on its pleading; **Tan Chin Seng v. Raffles Town Club [2002] 2 SLR(R) 465.***

[14] *In order for the documents to be relevant, the applicant must be able to demonstrate that the documents sought would advance its case or damage its adversary's case. The following passage in the Singapore High Court's case of **Manilal & Sons (Pte) Ltd v. Bhupendra KJ Shan (t/a JB International) [1990] 2 MLJ 282**, is pertinent–*

*“Under a general order of court for discovery, a party is obliged to make discovery of all documents relevant to the matters in question in the action. What are the matters in question would depend on the pleadings. A document relates to the matter in question in the action if it contains information which may – not which must – either directly or indirectly enable the party requiring the discovery either to advance his own case or to damage the case of his adversary or which may fairly lead to a train of inquiry which may have either of those two consequences: see*



***Compagnie Financiere et Commerciale du Pacifique v.  
Peruvian Guano Co [1882] 11 QBD 55 at p 62."***

***Conclusion***

[20] In view of the foregoing, it is my judgment that having evaluated the evidence adduced at the trial, I find that the application made by the Plaintiff is justified and discovery of the Particular Documents are for the purposes of the trial of the suit.

[21] This Court allowed the Plaintiff's application and the Plaintiff must bear the costs.

**Dated: 16 May 2022.**

*Rozi Bainon*

**( ROZI BINTI BAINON )**  
***Judicial Commissioner***  
***High Court NCvC12***  
***Shah Alam***





The Counsels:

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