

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

T. MAHESAN S/O THAMBIAH

Appellant

- and -

THE MALAYSIA GOVERNMENT OFFICERS'
CO-OPERATIVE HOUSING SOCIETY
LIMITED

Respondent

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CASE FOR THE APPELLANT

RECORD

1. This is an appeal from a Judgment and Order of the Federal Court of Malaysia (Azmi L.P., Suffian, C.J. and Syed Othman J.) dated 28th February 1974, which dismissed the Appellant's appeal and allowed the Respondent's cross-appeal from a Judgment and Order of the High Court in Malaysia at Kuala Lumpur (Abdul Hamid J.) dated 5th June 1972 wherein it was ordered:

pp.160-182

pp.138-150

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(1) that the Respondent (hereinafter called the Society) do recover against the Appellant:

(a) \$82,000 being secret commission received by the Appellant with interest thereon at the rate of 5½ per annum from the 13th May 1965;

RECORD

(b) \$40,000 being secret commission received by the Appellant with interest thereon at the rate aforesaid from the 29th June 1965;

with costs; and

(2) that the Society's claim for compensation for the loss in the amount of \$488,000 with interest thereon, be dismissed.

The Federal Court dismissed the Appellant's appeal from the Order referred to in (1) above and allowed the Society's cross-appeal from the Order referred to in (2) above, but reduced the sum of \$488,000 by \$45,000 to \$443,000 with interest thereon at 5½ per annum from 22nd February 1965.

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pp. 1-4

2. At all material times relevant to this appeal, the Appellant was a Director and Secretary of the Society. The claim against him arises out of the purchase of 59 acres of building land situate at Sungei Dua, Penang by the Society from one Manickam on 15th January 1965 the sale being completed by a transfer executed on 22nd February 1965. The claim of the Society was that the Appellant, knowing that the Vendor (Manickam) had purchased the land for only \$456,000 failed to disclose that to the Society; that as a result, the Society purchased the land for \$944,000; and that the Appellant after the purchase of the said land and without the knowledge and consent of the Society received for himself from Manickam a commission totalling \$122,000 made up of two payments - \$82,000 on 13th May 1965 and \$40,000 on 29th June 1965. The Society claimed the \$122,000 secret commission and also \$488,000 being loss or damages for excess payment for the purchase of the land.

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p.74

p.173
11.12- 6

3. Before the issue of the civil proceedings herein, the Appellant had been convicted in the High Court of Malaysia on the 6th September 1969 of two charges of corruption under S.4(a) of the Prevention of Corruption Act 1961, in respect of the said two amounts of \$82,000 and \$40,000. The Appellant was sentenced to a term of 7 years imprisonment on each charge to run concurrently and also ordered to refund to the Society the sum of \$122,000 under Section 13 of the said Prevention of Corruption Act. The Appellant appealed to the Federal Court of Malaysia but his appeal against conviction was dismissed on

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11th February 1970. The sentence of 7 years imprisonment was varied and in lieu thereof the Appellant was sentenced to 5 years imprisonment and a fine of \$10,000 on the first charge and 5 years imprisonment on the second charge, to run concurrently. As to the refund of the \$122,000 the Federal Court said:

10 "We affirm the order for repayment of \$122,000 to the Housing Society; if not paid within one month hereof execution to issue."

20 The Appellant applied for Special Leave to Appeal from the said Federal Court Judgment to His Majesty, the Yang Di Pertuan Agong, but on the advice of the Judicial Committee of the Privy Council His Majesty dismissed the appeal. The Judgment of the High Court in Malaysia, the Judgment of the Federal Court and the Petition for Special Leave to Appeal in the said criminal proceedings will be available at the hearing before Their Lordships of the Privy Council as a separate Annexure "A".

4. Section 13 of the Prevention of Corruption Act 1961, under which the said Order for refund of the \$122,000 was made reads as follows :-

30 "13. Where a court convicts any person of an offence committed by the acceptance of any gratification in contravention of any provision of this Act, then, if that gratification is a sum of money or if the value of that gratification can be assessed, the court shall, in addition to imposing on that person any other punishment, order him to pay as a penalty, within such time and to such body and in such manner as may be specified in the order, a sum which is equal to the amount of that gratification or is, in the opinion of the court, the value of that gratification, and any such penalty shall be recoverable as a fine."

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5. Section 30 of the said Act, provides as follows :-

"30.(1) Where any gratification has in

RECORD

contravention of this Act been given by any person to an agent, the principal may recover as a civil debt the amount or the money value thereof either from the agent or from the person who gave the gratification to the agent, and no conviction or acquittal of the defendant in respect of an offence under this Act shall operate as a bar to proceedings for the recovery of such amount or money value.

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(2) Nothing in this section shall be deemed to prejudice or affect any right which any principal may have under any written law or rule of law to recover from his agent any money or property."

pp.1-4

6. By their Specially Indorsed Writ and Statement of Claim dated 18th September 1969, the Society claimed the ~~₹~~122,000 secret commission and ~~₹~~488,000 for compensation for loss as detailed in paragraph 2 above.

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p.5

7. In his Defence dated 17th October 1969, the Appellant denied that it was within his knowledge that the said land was purchased for only ~~₹~~456,000 or that he received for himself a commission of ~~₹~~122,000. He further averred that the Society did, before purchasing the said land have the same valued by its own valuer and architect and the Society got what it paid for in a normal commercial transaction.

p.9

8. On the 1st November 1971, upon application made by the Appellant to a Judge in Chambers, the Court ordered :

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"that the Senior Assistant Registrar of the High Court, Kuala Lumpur be and is hereby appointed as examiner to examine viva voce and record the evidence of S.M.Manickam Chettiar of No.2 First Crescent Park Road, Ghandi Nagar, Madras 20, South India and that the depositions taken pursuant thereto when received be filed in court and be given in evidence on the trial of this action."

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pp.10-40
l.17

9. The said examination took place at Madras, India, on the 21st and 22nd December 1971.

10. The purport of the evidence given by Manickam

in India, and also supported by the evidence of the Appellant, the Appellant's wife and one Dr. Saw at the trial is as follows :-

RECORD

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- (a) The Appellant did not know what price Manickam had paid for the land.
- (b) The two cheques of \$82,000 and \$40,000 which were put in in the Appellant's account at the Indian Overseas Bank were not received for himself; they were in fact returns of sums of money borrowed by Manickam from Dr. Saw.
- (c) Manickam had in April 1964 borrowed the sum of \$225,000 from Dr. Saw in connection with a piece of land in Gombak. The money was advanced to Manickam through Mrs. Mahesan's account with the Indian Overseas Bank. Dr. Saw operated extensively on the accounts of Mr. & Mrs. Mahesan at the Indian Overseas Bank, who held their accounts as nominees of Dr. Saw.
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- (d) Manickam repaid Dr. Saw the sum of \$225,000 by instalments during 1964 and 1965 all the repayments being made through the nominee accounts of Mr. & Mrs. Mahesan.
- (e) The two sums of \$82,000 and \$40,000 were part of these repayments.
- (f) The Appellant was not taxed on the said two payments of \$40,000 and \$82,000 on the basis that the Revenue were satisfied that the sums were not his.

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11. In addition to his oral evidence, Manickam produced documents showing the origin of the loan of \$225,000 in respect of the Gombak land and the payments made in return for that loan through the accounts of Mr. & Mrs. Mahesan. Further documentary evidence showed that all repayments made by Manickam into the accounts of Mr. and Mrs. Mahesan had in fact gone to Dr. Saw.

Part II
Vols. I-IV
of Federal
Court Record

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12. In his Judgment dated 5th June 1972, Abdul Hamid J. first dealt with the Society's claim for loss or damage in the sum of \$488,000. He held, it is submitted correctly, as follows :

"I propose to deal first with the claim for loss or damage. There is no dispute on

p.139
11.15-48

RECORD

the facts. Manickam had purchased the land for \$456,000 from its Chinese owners pursuant to an agreement made on June 29, 1964 and completed by a conveyance executed on November 6, 1964. The Society paid him \$944,000 for the same land. Manickam's gross profit was thus \$488,000. As I understand it, the Society claims this sum from the defendant on the ground that by his neglect or misconduct or breach of duty towards his principal, being an agent of the Society, the Society suffered loss or damage. The Plaintiffs who are claiming damages for loss suffered by them necessarily must prove such loss. The Society in this case must therefore satisfy the Court that it suffered loss, but of such proof there is nothing in the evidence. Presumably, it still owns the land as nothing has been said to the contrary. Had it been sold, there would have been evidence of the price realised, so as to quantify the loss, if any, suffered by the Society. On the other hand, the trend throughout Malaysia, as shown in numerous reported land acquisition cases, has been a steady rise in prices during the past 10 years, at least there is nothing to suggest that this land at Sungei Dua, Penang, was an exception. Whether or not the difference should be accountable to the Society for the payment of a higher price than was acceptable to Manickam, it is needless to consider this legal problem any further, because at the outset, no loss has been proved as suffered by the Society arising out of the transaction. The claim in respect of the \$488,000 must therefore be dismissed."

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pp. 140-146
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13. With regard to the claim for \$122,000 he first examined the question whether or not the Appellant knew of the purchase price paid by Manickam before the Society entered the agreement with him on 15th January 1965. He reviewed some of the evidence and concluded that the Appellant was fully aware of the purchase price paid by Manickam when the land was offered for sale to the Society.

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p. 146
11.34-37

14. The learned Judge went on to find, it is submitted wrongly, that on such finding "the irresistible conclusion is that the \$122,000 was a payment for services rendered by the defendant

to Manickam."

RECORD

15. With regard to the evidence of the Appellant, his wife, Dr. Saw and Manickam as to their evidence summarised in paragraph 10 above, the learned trial judge held that :

- (a) "Dr. Saw, as a witness, is, in my opinion, wholly unworthy of belief." p.147
11.31-32
- (b) "Both the defendant and his wife claimed that they operated a number of nominee accounts in various banks, here and abroad, and Dr. Saw confirmed this to be a fact. In my viewpoint, this is wholly incredible." p.147
11.44-48
- (c) "In my judgment, the defendant as well as Manickam and Dr. Saw had lied regarding their financial transactions." p.148
11.25-27

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16. With regard to the evidence of Manickam, the learned trial judge held as follows :-

"At this stage, I might add that Manickam's evidence is, in my judgment, totally unworthy of credit. He had slipped quietly out of this country when investigations were made into the financial affairs of the defendant and he must have realised that if the defendant was to be prosecuted for corruption he himself, as giver of the bribe, would also be charged for abetment. The fact remains that he never dared to return to this country. In India today, he can tell us as many lies as he wants to with complete safety. I therefore reject his evidence altogether." p.147
11.19-30

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17. It is respectfully submitted that the learned Judge's approach to the evaluation of the evidence and in particular that of Manickam, was erroneous in principle. Unlike the case of the Appellant, his wife and Dr. Saw, whom the judge had an opportunity to see and hear, Manickam's evidence was taken in India by virtue of the Order of the Court referred to in paragraph 9 above. It is submitted that it was not open to the learned trial judge to reject the evidence of Manickam solely on the basis that "In India today, he can tell as many lies as he wants to

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.with complete safety." This is especially so because Manickam had in fact, in addition to his oral evidence, produced a mass of documentary material which supported his evidence as to his financial transactions with Dr. Saw through the accounts of the Appellant and his wife. The Appellant respectfully submits that the trial judge's failure to deal with this confirmatory documentary evidence and the whole manner in which he dealt with Manickam's evidence constituted a miscarriage of justice and/or violation of a principle of law and procedure. 10

p.150
l.12-
p.151
pp.152-153

18. By Notice of Appeal dated 30th June 1972 the Appellant appealed against that part of the Judgment awarding the Society \$122,000 with interest and on the 19th July 1972, the Society cross-appealed against the part of the Judgment dismissing their claim for loss and damage in the sum of \$488,000.

pp.164 l.4-
169 l.40

19. The Judgment of the Federal Court was delivered on the 28th February 1974. As regards the Appeal, Syed Othman, J. (with whom Azmi, L.P. and Suffian C.J. concurred) again reviewed the evidence and agreed with the trial judge that the \$122,000 paid by Manickam into the Appellant's bank account was a Secret Commission. It is respectfully submitted that in doing so, the Federal Court fell into the same error as the trial judge in failing to consider the mass of documentary evidence and other evidence of Manickam as submitted in paragraph 17 above. 20

p.169 l.41-
p.173 l.15

20. Syed Othman, J. then turned to consider the law relating to acceptance of bribes by agents of corporate bodies. He held, it is submitted, wrongly that the Appellant was the Agent of the Society. He referred to certain English cases and to the Contracts (Malay States) Ordinance and Indian decisions. He then referred to the Prevention of Corruption Act as follows : 30

"Then there is the authority of Section 30 of the Prevention of Corruption Act 42 of 1961 which conclusively lays down the law in the following terms : 40

'30.(1) Where any gratification has in contravention of this Act been given by any person to an agent, the principal may recover

as a civil debt the amount or the money value thereof either from the agent or from the person who gave the gratification to the agent, and no conviction or acquittal of the defendant in respect of an offence under this Act shall operate as a bar to proceedings for the recovery of such amount or money value.

10 (2) Nothing in this section shall be deemed to prejudice or affect any right which any principal may have under any written law or rule of law to recover from his agent any money or property.

(In passing it may be stated that the Appellant has been convicted by the High Court, which conviction was upheld by this court, of two offences under that Act in respect of the two amounts the subject of this appeal, and sentenced to imprisonment.)"

20 21. It is respectfully submitted that the Federal Court wrongly held that the Appellant was the Agent of the Society merely because he was Director and Hon. Secretary. It is submitted that he was not the Agent for this particular transaction i.e. the purchase of the Land in Penang.

30 22. It is respectfully submitted that the Federal Court fell into error in applying Section 30 of the Prevention of Corruption Act in the light of the fact that in the criminal proceedings the Appellant had been ordered to return the sum of \$122,000 to the Society under Section 13 of the Act and that execution had already been levied (see paragraphs 3 and 4 above). The Appellant respectfully submits that on a proper interpretation of Sections 13 and 30 the Society could not recover the \$122,000 as a civil debt against the Appellant where that sum had already been ordered to be refunded to them and execution already levied.

40 23. With regard to the cross-appeal, the Federal Court disagreed with the learned trial judge that no loss was proved by the Society. Syed Othman J. referred to various English authorities concluding with Taylor v United Africa Co.Ltd.

p.173 1.25-
p.180

RECORD

and said :-

p.178
11.6-28

"In Taylor v. United Africa Co.Ltd. A.I.R. 1937 P.C.10 and 78, what Lord Maugham said at page 13 when he came to consider the amount of loss may, I think, be paraphrased as having this effect; when the agent is liable on the footing of negligence or breach of contract the court has to decide whether the existing evidence is sufficient to justify the finding that a loss has been sustained by the principal as the direct or indirect result of the act, neglect or default of the agent, or whether some loss, and if so what, loss has been proved to have been so occasioned.

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It is therefore a matter for the court to determine whether the evidence adduced is sufficient to justify the finding that the loss as claimed was sustained.

What the Society says in effect is that if Mahesan had done his duty, the Society could have purchased the land for ~~₹~~456,000; i.e. the price Manickam paid for it; and it was through Mahesan's breach of duty the Society paid ~~₹~~944,000, thereby causing loss to the Society in the sum claimed, ~~₹~~488,000."

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He then reviewed the evidence and concluded :-

p.179 l.47-
p.180 l.37

"Considering all the circumstances, I would find that Mahesan clearly misconducted himself, and was in breach of duty in the terms alleged. Indeed the evidence does show beyond these terms; that he was acting not only as an agent of the Society but also as the vendor of the property and that he engineered the situation in which the Society had to purchase the land at the price offered without proper investigation and any bargaining. I am also satisfied that if Mahesan had conducted himself in the best interest of the Society from the beginning, the Society could have bought the land direct from the owners through Rengasamy for the price Manickam paid for it (~~₹~~456,000), if not less. It should be

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noted that even at the time when Manickam and Mahesan went to Penang to see the land, Rengasamy had not yet agreed to sell the land to Manickam. It was through his misconduct or breach of duty as an agent that Manickam's nominee, Periasamy, entered into agreement for the purchase of the land with the co-owners and that afterwards the land was transferred to Manickam first and then resold to the Society almost immediately afterwards for \$944,000. To my mind this very payment in the circumstances of the case is proof of loss to the Society in the sum of \$488,000, and this loss, in the words of Lord Maugham in Taylor's case, was actually sustained as a direct result of Mahesan's misconduct or breach of duty.

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But from this sum, the amount spent on the clearing of squatters must be deducted, as the Society would have to spend on this if it had purchased the land from the beginning. If I am not mistaken the amount shown for this expenditure is \$45,000; - see letter at page 724 of the appeal record.

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I would therefore allow the cross-appeal and order Mahesan to pay the Society compensation in the sum of \$488,000 less \$45,000 = \$443,000 with interest at 5½%."

24. The Appellant respectfully submits that the Federal Court was wrong in so holding because :-

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- (a) no loss by the Society was proved;
- (b) the payment of \$944,000 by the Society two months after the land was sold for \$456,000 is no proof of loss by the Society;
- (c) there was no evidence that the Society could have purchased the land for \$456,000, i.e. the price Manickam paid for it;
- (d) the price paid by the Society, i.e. \$944,000 was not through the act or default of the Appellant, but through a valuation made by the Society's own valuer and architects.

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RECORD

(e) in any event, the Appellant was not the Agent of the Society and the Federal Court was wrong in assuming that he was.

25. The Appellant further submits, in the alternative, that even if the sum of \$488,000 is recoverable by the Society from him, there should be deducted therefrom (assuming his appeal in the \$122,000 fails) the sum of \$122,000.

pp.183-184

26. On the 19th August 1974, an Order was made granting the Appellant final leave to appeal to His Majesty the Yang di Pertuan Agong.

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27. The Appellant respectfully submits that this appeal should be allowed with costs for the following among other

R E A S O N S

1. BECAUSE both the trial judge and the Court of Appeal made a fundamental error in their approach to the evidence in that :

(a) they disregarded the mass of documentary evidence which substantially confirmed the Appellant's case;

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(b) they disregarded the evidence of Manickam (and the documents he produced in confirmation) purely on the basis that he gave his evidence by special examination in India, when the Court had ordered this to be done.

(c) they failed to evaluate Manickam's evidence and test it as against the evidence produced by the Society.

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2. BECAUSE in regard to the \$122,000 :

(a) both Courts below erred in failing to take into account that the said sum had been ordered to be refunded to the Society in the criminal proceedings under S.13 of the Prevention of Corruption Act, and

(b) the Federal Court erred in applying S.30 of that Act without considering S.13.

3. BECAUSE with regard to the Society's claim for \$488,000 the trial judge was right in rejecting the claim for the reasons given in paragraph 12 above and the Federal Court was wrong in allowing the claim for the reasons given in paragraph ~~12~~ above.

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4. BECAUSE in the alternative, if the Appellant's appeal fails under both heads, there should be deducted from the sum of \$488,000 the sum of \$122,000.

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DINGLE FOOT

EUGENE COTRAM

ANNEXURE "B"

IN THE HIGH COURT IN WEST MALAYSIA AT KUALA LUMPUR
IN THE STATE OF SELANGOR

Selangor Criminal Trial No.9 of 1969

APPLICATION FOR EXECUTION NO.203 OF 1969

Public Prosecutor v. T. Mahesan

WARRANT TO LEVY A PENALTY BY DISTRESS AND SALE

To The Sheriff,
High Court,
Kuala Lumpur.

WHEREAS T. Mahesan s/o Thambiah of No.7 Road 11/12, Petaling Jaya, Selangor, was on the 6th day of September, 1969, convicted by the High Court, Kuala Lumpur, of two offences of corruption under section 4(a) of the Prevention of Corruption Act, 1961, and sentenced to seven years' imprisonment on each charge, the sentences to run concurrently, and in addition the said T. Mahesan s/o Thambiah was ordered, under section 13 of the said Act, to pay a penalty of one hundred and twenty-two thousand dollars to the Malaysian Government Officers Co-operative Housing Society Limited, AND WHEREAS the said T. Mahesan s/o Thambiah although required to pay the said penalty, has not paid the sum or any part thereof:

This is to authorise and require you to make distress by seizure of any property belonging to the said T. Mahesan s/o Thambiah which may be found within the State of Selangor and, if within one month next after such distress the said sum shall not be paid, to sell the property distrained, or so much thereof as shall be sufficient to satisfy the said penalty, returning this Warrant with an indorsement certifying what you have done under it, immediately upon its execution.

Given under my hand and the Seal of the Court
this 26th day of September, 1969.

Senior Assistant Registrar,
High Court, Kuala Lumpur.

Proclamation of Sale

IN THE HIGH COURT IN MALAYA AT KUALA LUMPUR
APPLICATION FOR EXECUTION NO. 203 OF 1969
(Selangor Criminal Trial No. 9 of 1969)

BETWEEN
PUBLIC PROSECUTOR VS T. MAHESON

In pursuance to the order of Court made herein on the 26th day of September, 1969 it is hereby proclaimed that the Bailiff of the High Court, Kuala Lumpur with the assistance of the under-mentioned Auctioneer,

WILL SELL BY

PUBLIC AUCTION On Monday, the 22nd day of June, 1970

AT 10.00 O'CLOCK IN THE FORENOON

at Badan Penchegeh Rasuah, Bangunan Kerajaan, Jalan Petaling, Kuala Lumpur.

The undermentioned movable properties belonging to

T. Maheson for the recovery of the sum of \$122,000/-.

- | | |
|--------------------------------|--|
| 1. One book case | 18. One table of children's play |
| 2. One wall mirror | 19. One small table |
| 3. Four cushion chairs | 20. One long table |
| 4. Two small wooden tables | 21. One long cushion chair for 3 persons |
| 5. One cushion settee | 22. One long chair for 2 persons |
| 6. Two rattan racks | 23. One round table |
| 7. One rattan chair | 24. One rack |
| 8. One wooden rack | 25. One book case |
| 9. One Kelvinator Refrigerator | 26. One hanger |
| 10. One gas cooker | 27. One wooden table |
| 11. One wooden Almeirah | 28. Six cushion chairs |
| 12. Two wooden stools | 29. One long rattan bench |
| 13. One wooden almerah | 30. One hanger |
| 14. One long wooden bench | 31. Two airconditioners |
| 15. One electric standing lamp | 32. Two beds |
| 16. One table clock | 33. Eleven curtains |
| 17. One long chair | 34. Two cushion chairs |

CONDITIONS OF SALE

- Cash to be paid on the fall of hammer.
 - Goods purchased and paid for to be removed after the sale.
 - All goods sold shall be at sole risk of the purchaser as from time of sale of the said goods.
 - The auctioneer shall re-sell without notice to any defaulting purchaser.
 - No guaranty or warranty is given or implied by the auctioneer in the description of this proclamation of Sale.
 - In case of any dispute as to any bid, the article in dispute shall be put up again for sale at the last undisputed bid and the decision by the auctioneer or bailiff shall be final.
 - In the event of any discrepancy, mis-statement, mis-description or error appearing in the various translations of the particulars, the English version shall prevail.
- For further particulars apply to the undermentioned auctioneer.

No. 152, Jalan Sungei Besi,
Kuala Lumpur.
Telephone 711331/32.

V. ARUNASALAM, A.M.N., F.E.A.E.
Licensed Auctioneer & Appraiser.

拍賣廣告

馬六甲亞吉隆坡高等法院，根據一九六九年申訴案第二〇三號，茲將下列各項拍賣物，於六月廿二日（星期日）上午十時，在該法院內，由拍賣師拍賣。如有任何人士欲知詳情，請向拍賣人詢問即可。

拍賣人：V. 亞路沙林
電話：七一一三三二

قراستهران جوالن ليلوع

دالم محكمه نيكي ملايا دكوالا لمفور

سودت فرموهن تيندقن نمبر 203 تامون 1969

(ملاهور كريسيل تربل نمبر 9 تامون تامون 1969)

داتارا

تيدقن اورگرامي داتس ني ماميسن

بهوا معلومك ادا له دفن فرته محكمه نيكي كوالا لمفور بر تاريخ لسه 26 هاريوان سيلمبر، 1969 ايليه هندق مفاشتهر كن ليلوع اوله بيليف محكمه نيكي كوالا لمفور دفن دبته اوله توكم ليلوع بفر تدا تاثر دباوه اين اكن منجوال دفن ليلوع كفه اورگرامي بايت فده هاري اتنين 22 جون 1970 جم 10 فاكهي دباون فنجكه زاسواه باغونن كراجان جانن فليلع كوالا لمفور.

ادلون هرت 2 بفر هر كا اين دفوباي اوله ني ماميسن كران هندق ددافتكن داغ سابق \$122,000.00 بارغ 52 ادا له نرسوت دباوه اين :-

- | | |
|---|----------------------------------|
| 1. ساتو قتي بوكو | 18. ساتو ميچا بودق 2 برماين |
| 2. ساتو چرمين دبندبع | 19. ساتو ميچا كجيل |
| 3. امقت كوشين كروسي 2 | 20. ساتو ميچا فنجع |
| 4. دوا ميچا كجيل | 21. ساتو كوشين كروسي فنجع 3 اورغ |
| 5. ساتو كوشين كروسي فنجع | 22. ساتو كوشين كروسي فنجع 2 اورغ |
| 6. دوا غارا 2 روتن | 23. ساتو ميچا بولت |
| 7. ساتو كروسي روتن | 24. ساتو فارا 2 |
| 8. ساتو الماري كابو | 25. ساتو قتي بوكو |
| 9. ساتو قتي سجو ق بها كلويتاتور رفر بكراتور | 26. ساتو تمفت لفكتووغ |
| 10. ساتو دافور كس | 27. ساتو ميچا كابو |
| 11. ساتو الماري كابو | 28. انم كوشين كروسي 2 |
| 12. دوا بلكو 2 كابو | 29. ساتو بلكو روتن فنجع |
| 13. ساتو الماري كابو | 30. ساتو تمفت لفكتووغ |
| 14. ساتو بلكو فنجع | 31. دوا هاوا ديفين |
| 15. ساتو لمفو ليقتريك برديري | 32. دوا كاتيل |
| 16. ساتو جم ميچا | 33. سيس لسسي 2 |
| 17. ساتو كروسي فنجع | 34. دوا كوشين كروسي 2 |

قراوتوران 2 ليلوع ادا له ترويس دالم بهاس انكليسي

V. ارونا سالم A.M.N.
توكع ليلوع بيليين
سلاهور

152, جان سونجي بسي
كوالا لمفور.
تاليفون نمبر 711331/32

ஏல விற்றபின் பிரகடனம்

மலையாள இலாசை கோலாலம் பூர் உயர் தீதி, மன்றம்.

1969 வருஷத்தின் நடவடிக்கை விண்ணப்ப நி. 203

(1969ம் வருஷத்தின் சிலாங்கா கிரிமீனஸ் 4 ரேஸ் நி. 9)

பயலிக் புரோஷிடியூட்டர்

VS

T. மகேசன்

ஆசிரியர்க்கிடையில் ஈடைபெற்ற வழக்கின் சம்பந்தமாக கோலாலம் பூர் உயர் தீதி மன்றம், 20-9-1969ல் பிறப்பித்த உத்தரவின் பேரில், 22 ஜூன் கோர்ட் அமீனா, அடியில் குறிப்பிட்டுள்ள ஏலாதிபின் உதவியோடு,

22-6-1970 திங்கட்கிராம முற்பகல் 10 மணிக்கு

பாடல் விளக்கி ரகநா, பங்குண்ணன் சிஜாநான், ஜாலான் பெத்தாவில், கோலாலம் பூர்.

பகிரங்க ஏலங்குறி விற்றகப்படும்

இதன் சும் செலவிய சமாள்களின், செத்துக்கள் யாறும், T. மகேசன் என்பவர் உடையது. இதற்கு சேரவேண்டிய தொகை \$122,000 -.

இன்னும் மற்ற விபங்களுக்கு, தயவு செய்து அடியில் குறிப்பிட்டுள்ள ஏலாதிபருக்கு விண்ணப்பித்துக் கொள்ளவும்.

- | | |
|-----------------------------------|--|
| 1. ஒரு புக் கேஸ் | 18. ஒரு பின்னிகள் விளையாடும் மேஜை |
| 2. ஒரு கவர் கிஸ்க்கண்ணாறு | 19. ஒரு சிம்ஸ் மேஜை |
| 3. நான்கு குஷன்கள் நாற்காலிகள் | 20. ஒரு நீண்ட மேஜை |
| 4. இரண்டு மர மேஜைகள் | 21. ஒரு நீண்ட குஷன்கள் நாற்காலி 3 பேர் |
| 5. ஒரு குஷன்கள் மேஜை | 22. ஒரு நீண்ட நாற்காலி 2 பேர் |
| 6. இரண்டு ரோத்தான் ரேக்கல் | 23. ஒரு வட்ட மேஜை |
| 7. ஒரு ரோத்தான் நாற்காலி | 24. ஒரு ரேக் |
| 8. ஒரு மர ரேக் | 25. ஒரு புக் கேஸ் |
| 9. ஒரு விளையாடல் ஈடைபெட்டி | 26. ஒரு நெய்க்கர் |
| 10. ஒரு கேஸ் சமையலாத்திரம் | 27. ஒரு மர மேஜை |
| 11. ஒரு மர அலுவலர் | 28. ஆறு குஷன்கள் நாற்காலி |
| 12. இரண்டு மர ஸ்தூல் | 29. ஒரு நீண்ட ரோத்தான் நாற்காலி |
| 13. ஒரு மர அலுவலர் | 30. ஒரு நெய்க்கர் |
| 14. ஒரு நீண்ட மர நாற்காலி | 31. இரண்டு ஏர்கொண்டிஷனர் |
| 15. ஒரு எலக்டிரி சித்தூர் விளக்கு | 32. இரண்டு படுக்கை |
| 16. ஒரு மேஜை கடிக்காரம் | 33. பதினென்று திரைகள் |
| 17. ஒரு நீண்ட நாற்காலி | 34. இரண்டு குஷன்கள் நாற்காலிகள் |

152, ஜாலான் கங்கை பிரை,
கோலாலம் பூர்.
தொலை. 711331/32

V. அருணாசலம், A.M.N., F.E.A.E.
அதிசாரம் பெற்ற பகிரங்கு.
விலை மதிப்பிடுபவரும்.
சிலாங்கா.

ANNEXURE "C"

Graphic: ATTORNEY, K. LUMPUR
Tel.

JABATAN PEGUAM NEGARA,
ATTORNEY-GENERAL'S CHAMBERS,
MALAYSIA

Our reference: PRM 19/70

Kuala Lumpur
5hb Februari, 1971

Senior Assistant Registrar,
High Court,
KUALA LUMPUR.

Tuan,

Originating Summons No.393
and No.397 of 1969

Between

The United Commercial Bank Limited .. Applicant
and

Mahesan s/o Thambiah .. Respondent

I refer to the above two summonses and shall be grateful if you will be kind enough to remit the sum of money due to the Malaysian Government Officers' Corporative Housing Society Limited to me at your earliest convenience. Kindly make out the cheque in the name of the said Society. I will obtain the receipt from the Secretary of the Society upon receipt of payment. The balance sum payable to the Society is \$13,758.46

Saya yang menurut perintah,

b/p. (AJAIB SINGH)
PEGUAM NEGARA

The Registry,
High Court,
Kuala Lumpur.

24th January 1972

M/s Sothi & Ang
Advocates & Solicitors
M.C.A. Building
Kuala Lumpur

Originating Summons No.397 of 1969
United Commercial Bank Ltd.

-vs-

Mahesan s/o Thambiah

With reference to your letter KS/AB/M/332/71 dated 21st January 1972, you are informed that no balance is payable to you as can be seen from the following statement of account.

Proceeds from auction \$36,500.00

Expenditure

(a) Agent	925.00	
(b) Auctioneer	284.05	
(c) Taxed costs	1,895.10	
(d) United Commercial Bank Ltd.	19,737.39	
(e) Government Housing Society Ltd.	<u>13,658.46</u>	<u>\$36,500.00</u>

-

(ABU BAKAR BIN AWANG)
Senior Assistant Registrar

No.17 of 1974

IN THE JUDICIAL COMMITTEE OF THE
PRIVY COUNCIL

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

T. MAHESAN S/O
THAMBIAH

Appellant

- and -

THE MALAYSIA GOVERNMENT
OFFICERS' CO-OPERATIVE
HOUSING SOCIETY
LIMITED

Respondent

CASE FOR THE APPELLANT

Graham Page & Co.,
24 John Street,
London, WC1N 2DA

Solicitors for the Appellant

Tel: 405-5901