

# TARGET

## Intelligence Report

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T U E S D A Y

January 12, 2021

**HUASHENG INTERNATIONAL HOLDING LTD:  
BEWARE !  
THIS IS WHAT CAN HAPPEN  
WHEN BUDDIES FALL OUT**

Mr Chum Tung Hang (覃通衡), the former Chairman of Newtree Group Holdings Ltd (友川集團控股有限公司) (Code: 1323, Main Board, The Stock Exchange of Hongkong Ltd), has sued Mr Wong Wai Sing (黃偉昇), the present Chairman of Huasheng International Holding Ltd (華盛國際控股有限公司) – formerly known as Newtree Group Holdings Ltd – for a little more than \$HK284 million.

In the High Court of the **Hongkong Special Administrative Region (HKSAR)** of the **People's Republic of China (PRC)**, on Tuesday, December 22, 2020, Mr Chum Tung Hang (the Plaintiff to this Action) lodged Action Number 2127 of 2020, naming Mr Wong Wai Sing as the lone Defendant.

The address of the Plaintiff was given in the recitals of this Action, affixed to the Writ of Summons, as being:

Marbella Tower Two, Flat 31A,  
Number 23, On Chun Street,  
Ma On Shan,  
New Territories,  
The HKSAR.

The addresses of the Defendant were given as being:

The Gateway, Harbour City,  
Suites 3505-08, 35<sup>th</sup> Floor,  
Tower Six,  
Tsim Sha Tsui,  
Kowloon,  
The HKSAR.

and

Shui On Centre,

Suites 2804-07, 28<sup>th</sup> Floor,  
Numbers Six-Eight, Harbour Road,  
Wanchai,  
The HKSAR.

The Statement of Claim, attached to Writ of Summons, Number 2127, alleges, at Paragraph One that, on March 18, 2014, ‘*the Plaintiff as the lender entered into a deed of loan with the Defendant as the borrower (the “Deed of Loan”) under which the Defendant borrowed and obtain both unsecured and secured loans from the Plaintiff in the total principal sum of HK\$305,000,000.00 (the “1<sup>st</sup> Principal Loan”). The material terms of the Deed of Loan include but are not limited to:- ...*’

The Statement of Claim, under the sub-heading, ‘**Material Terms of the Deed of Loan**’, then continues by outlining that which had, allegedly, been agreed between the Plaintiff and the Defendant, according to the Material Terms of the Deed of Loan, as espoused by the Plaintiff:

- ‘(a) *Clause 1 – “In consideration of the granting of various loans in the total sum of HK\$305,000,000.00 (the “Loan”) made by the Lender to the Borrower prior to and up to today hereof (the receipt whereof is hereby acknowledged), the Borrower hereby covenants with the Lender that the Borrower shall repay the Loan together with interest to the Lender in the manner and at the times herein provided for payment thereof.”*
- ‘(b) *Clause 2 – “The Borrower shall repay the Loan to the Lender by the maturity date on 31<sup>st</sup> December 2014.”*
- ‘(c) *Clause 3.1 – “The Borrower shall pay interest at the interest rate of 1% per annum on the Loan.”*
- ‘(d) *Clause 3.2 – “Interest shall be calculated on the outstanding principal of the Loan payable monthly at each and every month end starting from 31<sup>st</sup> of March 2014.”*
- ‘(e) *Clause 3.3 – “Principal and outstanding interest on the Loan shall be paid on the maturity date as mentioned in clause 2 hereof.”*
- ‘(f) *Clause 3.4 – “The amount of interest payable on the Loan shall be paid in Hong Kong dollars and shall be calculated on the basis of the actual number of days elapsed for which each rate is applicable as aforesaid and on the basis of a 365-day year.”*’

The ... [CLICK TO ORDER FULL ARTICLE](#)

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