

**INTCERA HIGH TECH GROUP LTD:  
WHAT GAME IS THIS COMPANY PLAYING, NOW ?**

If the allegations, contained in District Court Action Number 3261, are accurate to any great extent, one has to ponder as to the game that publicly listed [Intcera High Tech Group Ltd](#) is trying to play.

And, along these same lines, one has to ponder when a solicitors' firm, operating in the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), started to become a collection agency for its clients.

Because these are but 2 of the definitive suggestions, contained in the Statement of Claim, attached to Writ of Summons Number 3261.

This Action is between ASK Company Ltd and the following Defendants:

Optical ConnX Company Ltd	First Defendant
Tung Tai Yung	Second Defendant
Hu Xun Jun	Third Defendant
Jennifer Lau	Fourth Defendant

The First Defendant is a wholly owned subsidiary of Intcera High Tech Group Ltd, whose Stock Code Number is 8041, The Growth Enterprise Market (The GEM) of The Stock Exchange of Hongkong Ltd.

The Second Defendant, Mr Tung Tai Yung, was an Executive Director of Intcera High Tech up to May 1, 2005, when he resigned his position and was redesignated to the post of Chief Technology Officer.

The Third Defendant, Mr Hu Xun Jun, was an Executive Director of Intcera High Tech up to April 29, 2005, when he resigned his position on the Board of Directors as well as quitting the post of the Authorised Representative of the company.

As for the Fourth Defendant, Ms Jennifer Lau, she is described in the Statement of Claim as being '*a key person authorized by the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants for the negotiations of settlement ...*'.

The gist of District Court Action Number 3261 is that Optical ConnX Company Ltd allegedly owes ASK Company Ltd, the sum of \$US118,350.00 (about \$HK923,130), a debt that, allegedly, has been outstanding since July 2002.

The Statement of Claim attests from Paragraph 5:

*'5. On 5 July 2002, Monica Chiang for the 1<sup>st</sup> Defendant with authorization from the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants placed a purchase order no. 020705-01 dated 5<sup>th</sup> July 2002 (the "Purchase Order") requesting the Plaintiff to deliver 6 sets of ID Pre Hone Machine and 1 set of Metal Fixture ("The Machines") in a discounted sum of US\$131,500 ("Contract Sum") inclusive of US\$7,920 being transportation and export charges. The 2<sup>nd</sup> and 3<sup>rd</sup> Defendants procured the 1<sup>st</sup> Defendant to pay US\$13,150 being 10% deposit of the Contract Sum.*

*'6. The Plaintiff agreed to deliver the Machines to the 1<sup>st</sup> Defendant and allowed the 1<sup>st</sup> Defendant to pay the outstanding sum of US\$118,350 ("the Outstanding Sum") in three equal*

*installments on or before 30 September 2002, 10 November 2002 and 10 December 2002 respectively. Sawaki Koji, representative for the Plaintiff accepted and signed the Purchase Order for and on behalf of the Plaintiff.'*

Paragraph 8 of the Statement of Claim alleges that the machines were shipped from Yokohama, Japan, on September 1, 2002.

Then, at Paragraph 9:

*'9. In breach of the terms of the Purchase Order, the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants procured the 1<sup>st</sup> Defendant to default the payment of the first installment in the sum of US\$39,450 on or before 30 September 2002. On 1 November 2002, Raymond Cheuk acting for the 1<sup>st</sup> Defendant with authorization from the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants sent a fax to Sawaki Koji for the Plaintiff informing the Plaintiff that the outstanding three installments would be repaid by the second week of November 2002, the first week of December 2002 and the first week of January 2003 respectively. However, the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants further procured the 1<sup>st</sup> Defendant to default on making payments of the three installments to the Plaintiff as promised on 1 November 2002.'*

Then, at Paragraph 10 of the Statement of Claim, it is alleged that the Plaintiff *'instructed its solicitors, Oldham, Li & Nie ... to collect the Outstanding Sum against the 1<sup>st</sup> Defendant and a demand letter was delivered to the registered office of the 1<sup>st</sup> Defendant on 7 April 2005.'*

Thus, it would appear, prima facie, that the solicitors' firm of Oldham, Li & Nie had been relegated to the rank of a collection agency of the HKSAR.

Paragraph 11 of the Statement of Claim alleges that, on April 13, 2005, the Fourth Defendant, Ms Jennifer Lau, *'with authorization from the 2<sup>nd</sup> and 3<sup>rd</sup> Defendant approached the Plaintiff's Solicitors for further information relating to the delivery of the Machines ... and induced the Plaintiff's Solicitor to negotiate with her for possible settlement.'*

It would appear that ... [CLICK TO ORDER FULL ARTICLE](#)

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