AURORA GLOBAL INVESTMENT HOLDINGS LTD: THE CHAIRMAN IS ACCUSED OF ISSUING RUBBER CHEQUES

Mr Nixon Pang Man Kin (), the Chairman of publicly listed <u>Aurora Global Investment Holdings Ltd ()</u> (Code: 353, Main Board, The Stock Exchange of Hongkong Ltd) has been accused of issued dud cheques in the amount of \$HK1,239,272.

This is the gist of the allegations, contained in Action Number 546, lodged in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC).

The Plaintiff to this Action is a person by the name of Fong Sai Quen with the 4 Defendants, being:

Mr Nixon Pang Man Kin Mr Stephen Wan Chung Man L and L Holdings Ltd Mr Calvin Tsao Ke Wen () First Defendant Second Defendant Third Defendant Fourth Defendant

With regard to Mr Stephan Wan Chung Man, the Second Defendant, while he does not appear to be a Director of record of Aurora Global Investment, his address is given as being that of the Place of Business in the HKSAR of Aurora Global Investment, to wit: Suites 5303 and 5304, 53rd Floor, Central Plaza, Number 18, Harbour Road, Wanchai.

As for L and L Holdings Ltd, it is wholly owned by Mr Calvin Tsao Ke Wen, the Fourth Defendant, who, legally, owns 53.57 percent of the Issued and Fully Paid-Up Share Capital of Aurora Global Investment.

In respect of Mr Calvin Tsao Ke Wen, he is the Chief Executive Officer Executive Director of Aurora Global Investment.

According to the Statement of Claim, attached to Writ of Summons, Number 546, the Plaintiff, initially, agreed to lend \$HK6 million to L and L Holdings Ltd on July 5, 2006, with the First Defendant and the Fourth Defendant, allegedly guarantors of the loan.

This first loan was cancelled by the repayment of the \$HK6 million, it is alleged.

Then, on October 23, 2006, the Plaintiff came into another agreement whereby it was agreed that the First Defendant would borrow \$HK1,858,908 from the Plaintiff upon certain terms and conditions, which included, inter alia:

- 1. The loan was to be repaid in 3 equal monthly installments of \$HK619,636, which would be due on November 30, 2006, December 30, 2006, and January 30, 2007;
- 2. The First Defendant would give to the Plaintiff, 3 cheques, each in the sum of \$HK619,636, as security for the loan;
- 3. L and L Holdings Ltd would give to the Plaintiff, an additional 3 cheques in the amount of \$HK619,636 per cheque as additional security for the loan, but these cheques would only be presented for payment in the event that the First Defendant's 3 cheques were dishonoured upon presentation; and,

4. The Second Defendant was alleged to have been a Guarantor for the loan, afforded to the First Defendant.

Paragraph 3 of the Statement of Claim alleges that the first cheque, which was due on November 30, 2006, was honoured, but the balance of the loan remained, and still remains, outstanding.

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