## DE MONSA INVESTMENTS LTD: IS THE CURTAIN ABOUT TO BE LIFTED ON THE COMPANY'S FINAL ACT ?

## **Questions Are Raised: From Where Did The Money Originate?**

As the lawsuits pile up against De Monsa Investments Ltd, a corporate entity, established in the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) in January 1981, one has to ponder: Is this company, running out of money; or, alternatively, has the money well, already, gone dry?

Also, questions are being raised as to the origin of the finances of this HKSAR corporate entity.

De Monsa Investments is owned as to 50 percent by Mr Amir Soemedi (), also known as Lauw Siang Liong (), and 50 percent by Mr Herman Soemedi (), also known as Lauw Ming ().

It seems that the 2 legal owners, both of whom are Directors of De Monsa Investments, are Indonesian nationals of Chinese descent.

Obviously, they are related.

Whatever may be their nationalities, however, it is confirmed that the company that they control is - or was - a very material '*player*' in the HKSAR real-estate game.

Today, however, De Monsa Investments is being accused of welching on real-estate bets.

According to the database of **TOLFIN** () (The Computerised, Online Financial Intelligence Service and Web-Based, Credit-Checking Provider), De Monsa Investments has been sued not less than 8 times since November 26, 2008, in the District Court and the High Court.

The amount of money, being claimed in the District Court of the HKSAR against De Monsa Investments, is \$HK2,591,701.50, the Plaintiffs, all being Centaline Property Agent Ltd (), and the nature of the 7 Claims are all in respect of alleged Commissions/Agency Fees, Due and Owing (/).

Just before the Chinese New Year holidays, De Monsa Investments Ltd was sued in the HKSAR High Court by Fortune Asset Development Ltd () for what appears to have been a very material sum of money.

The Endorsement of Claim, attached to Writ of Summons, Number 167, states, only:

'The Plaintiff claims against the Defendant for repudiatory breach (which repudiation was accepted by the Plaintiff) on the part of the Defendant of the Agreement in writing dated 2nd July 2008 (the "Agreement") between the Plaintiff as vendor and the Defendant as purchaser for the sale and purchase of ALL THOSE 15,312 equal undivided 142,919th parts or shares of and in ALL THOSE pieces or parcels of ground respectively registered in the Land Registry as SECTION A, B, C, D, G and J of INLAND LOT NO. 80 And of and in the messuages erections and buildings thereon now known as SILVER FORTUNE PLAZA (), NO. 1 WELLINGTON STREET, CENTRAL, HONG KONG (the "Building") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE

OFFICES and ancillary areas on each of the ELEVENTH FLOOR, TWELTH FLOOR, THIRTEENTH FLOOR, and FIFTEENTH FLOOR of the Building now known as Offices and Ancillary Areas on each of the 11th, 12th, 13th and 15th Floors of Silver Fortune Plaza, No. 1 Wellington Street, Central, Hong Kong (collectively, the "**Properties**") and the Plaintiff claims against the Defendant for:-

- (1) A declaration that the Plaintiff is discharged from further performance of the Agreement;
- (2) A declaration that the Plaintiff is entitled to retain and/or forfeit the deposits paid by the Defendant for its own use and benefit;
- (3) A declaration that the Plaintiff is entitled to keep and apply any part payment of the purchase price (or such part thereof) paid by the Defendant towards any damages, losses, expenses suffered by the Plaintiff;
- (4) Damages for breach of the Agreement;
- (5) An order that the Defendant do pay the Plaintiff its wasted conveyancing costs and disbursements;
- (6) Interest;
- (7) Further or other relief; and
- (8) Costs.

Again, turning the microscope on the property database of TOLFIN, the ... CLICK TO ORDER FULL ARTICLE

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