

**SINO RESOURCES GROUP LTD:
THE FORMER CHAIRMAN GOES ON THE WARPATH**

The former Chairman of Sino Resources Group Ltd () (Code: 223, Main Board, The Stock Exchange of Hongkong Ltd), Mr Richael Hung Chen (), has gone on the warpath, issuing a lawsuit which, on the face of it, appears to be claiming about \$HK152 million.

In the Action, filed in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), Writ of Summons, Number 1683, lists the following Defendants:

Toeca National Resources B.V.	First Defendant
Baron Capital Ltd ()	Second Defendant
Joseph Wan Chuen Chung ()	Third Defendant
Baron International Ltd	Fourth Defendant

In the Indorsement of Claim, attached to Writ of Summons, Number 1683, Mr Richael Hung Chen is claiming from the Defendants:

INDORSEMENT OF CLAIM

‘1. *The Plaintiff claims against the 1st, 2nd and 3rd Defendants for:*

- (a) a declaration that the Procurement Agreement dated 16 May 2008 allegedly entered into between the Plaintiff and the 1st Defendant (“the Procurement Agreement”) and all agreements ancillary thereto (including but not limited to the Agreement to supplement Procurement Agreement and Placing Agreement dated 16 May 2008 allegedly entered into between the Plaintiff and the 1st, 2nd and 3rd Defendants) are null and void by reason of illegality or by operation of the doctrine of non est factum*;*
- (b) alternatively a declaration that the Plaintiff is entitled to rescind the Procurement Agreement and all agreements ancillary thereto as the Plaintiff has entered into the same in reliance on and induced by misrepresentations made by the 2nd and 3rd Defendants acting as agents and/or servants of the 1st Defendant;*
- (c) damages for misrepresentations;*
- (d) alternatively damages for misrepresentations pursuant to Section 3 of the Misrepresentation Ordinance, Cap. 284 of the Laws of Hong Kong;*
- (e) damages for conspiracy to do unlawful acts or use unlawful means whereby the Plaintiff was injured;*
- (f) costs; and*
- (g) further or other relief.*

‘2. *The Plaintiff claims against the 2nd Defendant for:*

- (a) on order that the 2nd Defendant should fully indemnify the Plaintiff for all loss and damage which may be suffered by the Plaintiff as a result of the Plaintiff,*

induced by and acting in reliance on misrepresentations made by the 2nd Defendant, allegedly entering into the Procurement Agreement and all agreements ancillary thereto; and
(b) costs.

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

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