

MR ROBIN LEE SING LEUNG TAKES OFF HIS GLOVES

The former Executive Vice Chairman of Grand T G Gold Holdings Ltd () (Code: 8299, the **G**rowth **E**nterprise **M**arket [The **GEM**] of The Stock Exchange of Hongkong Ltd) has issued proceedings in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC).

Mr [Robin Lee Sing Leung \(\)](#), who successfully fought off three Bankruptcy Petitions, lodged in the HKSAR High Court, one Petition, brought by Mr Wan Guo Li () (HCB4700 of 2014), one Petition, brought by Yong Li Investments Ltd () (HCB8039 of 2014) and one Petition, brought by Galaxy China Opportunities Fund, Galaxy China Deep Value Fund and Galaxy Global Opportunities Fund (HCB754 of 2013), has, today, gone in the offensive.

Mr Robin Lee Sing Leung is the Plaintiff in HKSAR, High Court Writ of Summons, Number 1855 of 2015, the Defendants, being:

Offshore Capitals Investment
Holdings Ltd
Mr Xing Shao Nan

First Defendant
Second Defendant

The Writ of Summons (General Indorsement of Claim, attached) states that the address of the First Defendant is in the British Virgin Islands and that of the Second Defendant is:

Flat B, Eighth Floor,
Hua Hai Building,
Numbers 3-5, Fort Street,
North Point,
Hongkong Island.

Mr Robin Lee Sing Leung has brought in two barristers to fight his case in the HKSAR Court: He has, clearly, taken off his gloves.

The General Indorsement of Claim makes the following claims:

- '1. A declaration that the Chinese agreement in writing dated 28th September 2012 purported to be entered into between the Plaintiff and the 1st Defendant (the "**Third Agreement**") and the Chinese agreement in writing dated 28th August 2012 purported to be entered into between the Plaintiff and the 1st Defendant (the "**Second Agreement**") are void, unenforceable and/or otherwise of no legal effect on, inter alia, the grounds (1) that the Plaintiff did not have mental capacity of entering into any contract at the material times when the purported Second and Third Agreements were signed; and/or (2) that the Defendants exerted undue influence against the Plaintiff and wrongfully exploited him.*
- '2. A declaration that all the assets, shares, moneys, interests, rights and/or benefits transferred to and/or obtained by the Defendants pursuant to and/or as consequences of the Third and/or Second Agreements (including but not limited to the 37% shareholdings*

in Superb Gold Limited and any traceable sale proceeds and/or substitutes arising therefrom) belong to and/or is beneficially owned by the Plaintiff;

- ‘3. A declaration that by reason of the Defendant’s unconscionable, dishonest and/or inequitable conducts, all the assets, shares, moneys interests, rights and/or benefits which they received pursuant to and/or as consequences of the Third and/or Second Agreements (including but not limited to the 37% shareholdings in Superb Gold Limited and any traceable sale proceeds and/or substitutes arising therefrom) are held on constructive trust for the Plaintiff, and they are liable to account to the Plaintiff as a constructive trustee;*
- ‘4. An order compelling and/or directing the Defendants to transfer all the assets, shares, moneys interests, rights and/or benefits which they received pursuant to and/or as consequences of the Third and/or Second Agreements (including but not limited to the 37% shareholdings in Superb Gold Limited and any traceable sale proceeds and/or substitutes arising therefrom) to the Plaintiff;*
- ‘5. Restitution of all the assets, shares, moneys, interests, rights and/or benefits transferred to and/or obtained by the Defendant pursuant to and/or as consequences of the Third and/or Second Agreements (including but not limited to the 37% shareholdings in Superb Gold Limited and any traceable sale proceeds and/or substitutes arising therefrom) on the basis of unjust enrichment, the unjust factors being powerlessness, incapacity, exploitation and/or undue influence;*
- ‘6. Damages and/or equitable compensation in respect of the Defendants’ wrongdoings, including the conspiracy to injure the Plaintiff by depriving him of the shareholdings in Superb Gold Limited and procuring him to purported enter into the Third and/or Second Agreements which are to the manifest disadvantage of the Plaintiff;*
- ‘7. Cost; and*
- ‘8. Further reliefs.’*

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

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