

**MELCO RESORTS (MACAU) LTD:**  
**THIS CASINO OPERATOR WANTS ITS MONEY**

A casino operator in the Macau Special Administrative Region (MSAR) of the People's Republic of China (PRC) has sued one of its gambling patrons for the best part of \$HK2 million.

Melco Resorts (Macau) Ltd, formerly known as Melco Crown (Macau) Ltd ([ ]), incorporated in the MSAR, has issued proceedings in the High Court of the Hongkong Special Administrative Region (HKSAR) of the PRC, Case Number 278 of 2018.

The lone Defendant to this Action is Mr Lo Shing Fung ( ) who is said to reside at the following two addresses in the HKSAR:

Room 1B Hyde Centre,  
Numbers 222-6, Gloucester Road,  
Hongkong Island,

and

Flat A on the 10th Floor,  
Larvotto,  
Number 8, Ap Lei Chau Praya Road,  
Hongkong Island.

According to the Statement of Claim, attached to Writ of Summons, Number 278, Mr Lo Shing Fung *‘is and was the guarantor of the Facility as defined below.’* (Paragraph One)

At Paragraph Two of the Statement of Claim, it is alleged that on December 6, 2014, Mr Wong Leung Wai () *‘applied for gaming credit facility with a limit of HK\$5,000,000 from the Plaintiff through its Marketing/VIP services team (the “Applicant”).’*

The application was approved, it is stated at Paragraph Three.

The Statement of Claim, then continues to spell out, in general terms, certain clauses with regard to a Gaming Credit Facility.

Then, taking up the Statement of Claim from Paragraph Five, it is alleged:

*‘1. At the material times:*

*‘(1) The Plaintiff:*

*‘(i) was known as Melco Crown (Macau) Limited;*

*‘(ii) is and was a company incorporated in the Special Administrative Region of Macau and duly licensed to operate games of fortune and chance and other games in casinos.*

*‘(2) The Defendant is and was the guarantor of the Facility as defined below.*

*‘2. On 6 December 2014, Mr Wong Leung Wai (“**Mr Wong**”) applied for gaming credit facility with a limit of HK\$5,000,000 from the Plaintiff through its Marketing/VIP services team (the “**Application**”).*

*‘3. The Application was approved on the same day and the relevant documents, including but not limited to contract no. 1003159 as set out below were signed on 10 December 2014 (the “**Facility**”).*

*‘4. It is set out in the following clauses of the Facility that,*

*“4. The facility and any transaction or any security granted by the applicant, including any cheque or promissory note (“*Livrança*”) or any other form of acceptable negotiable instrument, or each marker connected with the facility*

*are governed by the laws of the Macau SAR.*

- 6. Any service of proceedings or originating processes in jurisdiction(s) other than Macau in relation to any causes of action under this credit facility or any security granted by the Applicant or any third party at the request of Melco Crown or any enforcement / execution of any judgment or other settlement in any other courts, shall be deemed to be valid, binding and sufficient as due service by way of serving the documents at the correspondence address provided by the Applicant. Notwithstanding this, nothing in this provision shall affect the right to serve process in any other manner permitted by law or the right to bring proceedings in any other jurisdiction for the purposes of the enforcement or execution of any judgment or settlement in any other courts.*
  
- 11. As a condition for the granting of this facility, the Applicant agrees to provide to Melco Crown, at Melco Crown's option, as means of payment and as security for the issuance of credit, a cheque, a promissory note ("Livranca") or any other form of acceptable negotiable instrument in the amount of the chips or chip purchase vouchers transferred to him/her, which the Lender may apply towards repayment of this facility, endorsed by such third parties as requested by ... [CLICK TO ORDER FULL ARTICLE](#)*

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