

Claim nature:
A. Mixed Claim
B. Tort

No. 1
Writ of Summons
(O. 6 r. 1)

HCA 694 / 2024



**IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 694 OF 2024**

BETWEEN

KOO MING KOWN

Plaintiff

and

THE BAPTIST CONVENTION OF HONG KONG

1st Defendant

REV. ERIC TONG WING-MUN (President of the Baptist
Convention of Hong Kong)

2nd Defendant

OR KWONG FAI

3rd Defendant

WONG HANG YEE (黃幸怡), ALSO KNOWN AS SANDY H.
Y. WONG

4th Defendant

To the 1st Defendant THE BAPTIST CONVENTION OF HONG KONG, of 12/F, Union Park Centre, 771-775 Nathan Road, Kowloon, Hong Kong.

To the 2nd Defendant REV. ERIC TONG WING-MUN (President of the Baptist Convention of Hong Kong), of 12/F, Union Park Centre, 771-775 Nathan Road, Kowloon, Hong Kong .

To the 3rd Defendant OR KWONG FAI, of Suites 1013 & 21, 10/F, Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong.

To the 4th Defendant WONG HANG YEE (黃幸怡), ALSO KNOWN AS SANDY H. Y. WONG, of (1) 15/F, Phase 1 & 2, China Taiping Tower, 8 Sunning Road, Causeway Bay, Hong Kong; (2) 12/F, Union Park Centre, 771-775 Nathan Road, Kowloon, Hong Kong.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the back.

Within (14 days) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Registry of the High Court the accompanying ACKNOWLEDGMENT OF SERVICE stating therein whether you intend to contest these proceedings or to make an admission.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings or to make an admission, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

*[If you intend to make an admission, you may complete an appropriate form enclosed in accordance with the accompanying Directions for Acknowledgment of Service.]

Issued from the Registry of the High Court this 15th day of April 2024.

Registrar

Note: – This Writ may not be served later than 12 calendar months beginning with that date unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

(Where the Plaintiff's claim is for a debt or liquidated demand only: If, within the time for returning the Acknowledgement of Service, the Defendant pays the amount claimed and \$ _____ for costs, further proceedings will be stayed. The money must be paid to the Plaintiff or his solicitors.)

THIS WRIT was issued by Messrs. How & Co. of Room 710, 7/F, Yip Fung Building, 2-18 D'Aguilar Street, Central, Hong Kong, on behalf of the said Plaintiff whose address is Unit 1201, 12th Floor, Tower 1, Lippo Centre, No.89 Queensway, Admiralty, Hong Kong.

Dated the 15th day of April 2024



HOW & CO.
Solicitors for the Plaintiff

STATEMENT OF CLAIM

1. At all material times,
 - (1) The Plaintiff was the plaintiff in High Court Action No.1339 of 2014 (“**HCA 1339**”) and the plaintiff in High Court Action No.1619 of 2014 (“**HCA 1619**”).
 - (2) The 1st Defendant was the 1st defendant in HCA 1339 and the 3rd defendant in HCA 1619.
 - (3) The 2nd Defendant is the Chairman of the 1st Defendant. He confirmed the instructions of the 1st Defendant to its solicitors, Messrs. Or & Partners, in the aforesaid actions.
 - (4) The 3rd Defendant was and still is a practicing solicitor, and was admitted in 1990. He was the founding member of and still is a partner in Messrs. Or & Partners, who acted for the 1st Defendant in HCA 1339 and HCA 1619. The 3rd Defendant was the main handler of the said cases.
 - (5) The 4th Defendant was and still is a practicing solicitor, and was admitted in 1998.
 - (6) The 3rd and 4th Defendants were officers of the Court and were bound by the Hong Kong Solicitor’s Guide to Professional Conduct. Amongst others, the 3rd and 4th Defendants owed a duty not to knowingly attempt to deceive or participate in the deception of a tribunal (§10.03 Solicitor’s Guide to Professional Conduct). Further, the 3rd Defendant shall not knowingly misstate the contents of a document or knowingly assert as a fact for which there is no reasonable basis in evidence.
2. By an Order dated 30th November 2022 in respect of HCA 1339, the Plaintiff shall, amongst others, pay the costs of the 1st Defendant and other defendants in that case on indemnity basis, and, by an Order dated 26th September 2022 in respect of HCA 1619, the Plaintiff shall, amongst others, pay the costs of the 1st Defendant and other defendants in that case on indemnity basis. (Collectively “**the Costs Orders**”)

3. On 4th April 2023 and 24th April 2023 respectively, under the instruction and approval of the 3rd Defendant, Messrs. Or & Partners filed and served the Bill of Costs in respect of HCA 1619 (“1619 BOC”) claiming a total of HK\$9,273,639.00 and the Bill of Costs in respect of HCA 1339 (“1339 BOC”) claiming a total of HK\$1,310,903.00 for the purpose of claiming against the Plaintiff the costs of the 1st Defendant and other defendants in those cases under the Costs Orders.

4. In Part A of the 1619 BOC, the 1st and 4th Defendants made the following representations, which were confirmed by the 2nd Defendant, through the service of the 3rd Defendant:
 - (1) Costs were incurred by the 1st Defendant and other defendants in that case for the 1st Defendant’s in-house legal adviser (i.e., the 4th Defendant) in the total sum of HK\$640,000.
 - (2) The 4th Defendant charged at \$12,000 per hour.
 - (3) The 4th Defendant had numerous meetings with the legal team of the defendants in that case and reviewed numerous documents, and charged those defendants at the rate of \$12,000 per hour. Most, if not all, of the work allegedly incurred by the 4th Defendant was duplicated with those claimed as the work incurred by the 3rd Defendant.
 - (4) The 4th Defendant had incurred time for meeting with the defendants in that case on legal fees and taxation and for preparation of the costs bill, and charged them at the rate of \$12,000 per hour.

5. In Part A of the 1339 BOC, the 1st and 4th Defendants made the following representations, which were confirmed by the 2nd Defendant, through the service of the 3rd Defendant:
 - (1) Costs were incurred by the 1st Defendant and other defendants in that case for the 1st Defendant’s in-house legal adviser (i.e. the 4th Defendant) in the total sum of HK\$362,000;

- (2) The 4th Defendant charged at \$12,000 per hour;
 - (3) The 4th Defendant had numerous meetings with the legal team of the defendants in that case and reviewed numerous documents, and charged those defendants at the rate of \$12,000 per hour. Most, if not all, of the work allegedly incurred by the 4th Defendant was duplicated with those claimed as the work incurred by the 3rd Defendant.
 - (4) The 4th Defendant had incurred time for meeting with the defendants in that case on legal fees and taxation and for preparation of the costs bill, and charged them at the rate of \$12,000 per hour.
6. In each of the 1339 BOC and the 1619 BOC, Messrs. Or & Partners, including the 3rd Defendant, represented that they “certify that the amount claimed in the bill of costs does not exceed the 1st Defendant’s liability for costs to The Baptist Convention of Hong Kong (i.e. the 1st Defendant) and Messrs. Or & Partners in respect of this action.”
7. In fact, the representations pleaded in paragraphs 4 to 6 above are false and the same were unlawfully made for the purpose of defrauding the Plaintiff and deceiving the Court.

PARTICULARS OF FALSITY

- (1) At all material times, the 4th Defendant was a consultant solicitor at Messrs. Liao Ho & Chan or Messrs. So, Lung & Associates.
- (2) The 4th Defendant was an Honorary Legal Adviser of the 1st Defendant. She provided legal advice to the 1st Defendant without charging fees.
- (3) Contrary to what was stated in the 1339 BOC and 1619 BOC, actually there were no costs incurred by the 1st Defendant for the work allegedly carried out by the 4th Defendant.
- (4) The 4th Defendant did not charge the 1st Defendant at the rate of HK\$12,000 per hour.

- (5) The respective total amounts claimed in the 1339 BOC and 1619 BOC exceeded the 1st Defendant's liability for costs to The Baptist Convention of Hong Kong (i.e. the 1st Defendant) by HK\$362,000 and HK\$640,000, totalling HK\$1,002,000.
8. The 1st, 2nd, 3rd and 4th Defendants knew that the representations pleaded in paragraphs 4 to 6 hereinabove are false or they made the said representations recklessly without caring whether they were true or false.

PARTICULARS OF KNOWLEDGE OR RECKLESSNESS

- (1) Of the 1st and 2nd Defendants:
- (a) The 1st Defendant did not engage the 4th Defendant as its in-house legal advisor.
 - (b) The 4th Defendant was at all material times an Honorary Legal Advisor of the 1st Defendant.
 - (c) The 4th Defendant did not charge or receive from the 1st Defendant or other defendants in HCA 1339 and HCA 1619 any fees as particularized in the 1339 BOC and 1619 BOC.
 - (d) Even if, which is denied, the 4th Defendant were engaged by the 1st Defendant as its in-house legal advisor, as the 1st Defendant is not a law firm, the other defendants in HCA 1339 and HCA 1619 could not have been liable to the 1st Defendant for any legal costs.
 - (e) The 1st Defendant was unable to produce any documents in support of its claim that costs had been incurred by engaging the 4th Defendant as legal advisor in HCA 1339 and HCA 1619 despite well over 1 year has lapsed. After the Plaintiff's counsel made submissions to the Court on arguing in HCA 1619 on the 1st Defendant's entitlement to purported costs of the 4th Defendant that it would be a criminal offence for the 4th Defendant to permit her name to be made use of in any action upon the

account or for profit of any unqualified person such as the 1st Defendant, the 1st Defendant withdrew the claim relating to the 4th Defendant.

(2) Of the 3rd Defendant:

- (a) The 3rd Defendant knew or ought to have known that the 4th Defendant was at all material times a consultant solicitor at Messrs. Liau Ho & Chan or Messrs. So, Lung & Associates.
- (b) The 3rd Defendant knew or ought to have known that the 4th Defendant was at all material times an Honorary Legal Advisor of the 1st Defendant.
- (c) There was no document supporting the claim by the 1st and/or 4th Defendants that the 4th Defendant was an in-house legal advisor of the 1st Defendant.
- (d) There was no document supporting the claim that the 1st Defendant has paid the 4th Defendant for her alleged service, and the 3rd Defendant knew or ought to have known that there was no remuneration paid by the 1st Defendant to the 4th Defendant as the 1st Defendant's in-house legal advisor.
- (e) There was no document supporting that there were costs incurred by the 1st Defendant as particularized in the 1339 BOC and/or 1619 BOC.
- (f) The 3rd Defendant knew or ought to have known that the 1st Defendant, being a non-profit making organization, could not have engaged the 4th Defendant as its in-house legal advisor at the rate of HK\$12,000 per hour.
- (g) The 3rd Defendant's claimed hourly rate was HK\$5,800. He knew or ought to have known that the 4th Defendant's hourly rate of HK\$12,000 as claimed by the 1st Defendant was extravagant in light of her post qualification experience. This raised the question of the truthfulness of the claim of the 1st and 4th Defendants and warranted the need for the 3rd Defendant to verify the truthfulness with supporting documents such as

retainers, salary records, costs bills issued by the 4th Defendant and/or payment records. The 3rd Defendant had repeatedly sought time extensions for the preparation of the 1339 BOC and 1619 BOC and had sufficient time for conducting verifications if so desired. No document in support of the claim of costs incurred by the 4th Defendant had been produced despite repeated requests and well over 1 year has lapsed.

- (h) The 3rd Defendant knew or ought to have known that the costs claimed in each of the 1339 BOC and 1619 BOC exceeded what the 1st Defendant was liable to The Baptist Convention of Hong Kong (i.e. the 1st Defendant).
 - (i) The 1st Defendant is not a solicitor or a firm of solicitors. It is not entitled to issue a bill of costs.
 - (j) The 3rd Defendant was reckless as to whether the representations pleaded in paragraphs 4 to 6 hereinabove were true or false.
 - (k) After the Plaintiff's counsel made submissions to the Court for arguing on 16 October 2023 on the 1st Defendant's entitlement to purported costs of the 4th Defendant in the 1619 BOC that it would be a criminal offence for the 4th Defendant to permit her name to be made use of in any action upon the account or for profit of any unqualified person such as the 1st Defendant, the 3rd Defendant became aware of the falsity of the claim in respect of the 4th Defendant's fees and the serious consequence and hence withdrew the claim relating to the 4th Defendant's fees on behalf of the 1st Defendant.
- (3) Of the 4th Defendant:
- (a) The 4th Defendant was at all material times a consultant solicitor at Messrs. Liao Ho & Chan or Messrs. So, Lung & Associates.
 - (b) The 4th Defendant was at all material times an Honorary Legal Advisor of the 1st Defendant.

- (c) There was no engagement of 4th Defendant by the 1st Defendant as its in-house legal advisor.
- (d) The 4th Defendant has not received any remuneration or fees from the 1st Defendant or other defendants in HCA 1339 and HCA 1619 for the alleged legal work allegedly carried out and particularized in the 1339 BOC and/or 1619 BOC or at all. Otherwise, the 4th Defendant would have produced her tax-related documents to support her claim of remuneration received from or owed by the 1st Defendant for the alleged service rendered by the 4th Defendant for the 3 years when the cases were ongoing.
- (e) Even if the 4th Defendant were an in-house legal advisor of the 1st Defendant, as the 4th Defendant knew that the 1st Defendant is not a law firm, the other defendants in HCA 1339 and HCA 1619 could not have been liable to the 1st Defendant for any legal costs.
- (f) There was no document in support of the claim that there were costs incurred by the 1st Defendant on the 4th Defendant's alleged legal service and the same was never produced upon repeated requests and despite the lapse of well over 1 year.
- (g) The 1st Defendant is not a solicitor or a firm of solicitors. It is not entitled to issue a costs bill.

9. The representations pleaded in paragraphs 4 to 6 hereinabove were fraudulently made for the purpose of misleading or inducing the Plaintiff to believe that costs were actually incurred by the 1st Defendant as fees paid or payable to the 4th Defendant as particularized under Part A of each of the 1339 BOC and 1619 BOC. They were intended to make the Plaintiff pay the 1st Defendant the sum of HK\$362,000 in HCA 1339 and the sum of HK\$640,000 in HCA 1619 (total HK\$1,002,000), which, if successful, would be a profit to the 1st Defendant at the detriment of the Plaintiff. They were also intended to deceive or mislead the Court to believe that such costs were so

incurred by the 1st Defendant, thereby obstructing or interfering with the proper administration of justice by the Court.

10. Further or alternatively, by reason that each of the 1st, 2nd, 3rd and 4th Defendants knew or was recklessly indifferent as to the falsity of the 1st Defendant's claim in relation to the 4th Defendant's fees in 1339 BOC and 1619 BOC, the 1st, 2nd, 3rd and 4th Defendants conspired with the intent to injure the Plaintiff.

Particulars of conspiracy

- (1) The 1st, 2nd and 4th Defendants agreed to make a false claim against the Plaintiff for costs which had not been incurred. In doing so, the 1st, 2nd and 4th Defendants provided false information to the 3rd Defendant that there were costs incurred as particularized in Part A of each of the 1339 BOC and 1619 BOC.
 - (2) Knowing the falsity of the 1st Defendant's claim in relation to the costs incurred on the 4th Defendant, the 3rd Defendant agreed with the 1st Defendant to put the aforesaid false claim in the 1339 BOC and 1619 BOC and make false certification on the 1339 BOC and 1619 BOC that the amount claimed in the costs bills did not exceed the 1st Defendant's liability for costs to The Baptist Convention of Hong Kong (i.e. the 1st Defendant) for the purpose of defrauding the Plaintiff and deceiving or misleading the Court.
11. Acting on the aforesaid representations and/or by reason of the Defendants' conducts aforesaid, the Plaintiff suffered loss and damage.

PARTICULARS OF LOSS AND DAMAGE

- (1) The Plaintiff incurred time and expenses in investigating on the falsity of the aforesaid representations in the 1339 BOC and 1619 BOC.
- (2) The Plaintiff incurred expenses in instructing lawyers in challenging the 1st Defendant's entitlement under the Costs Orders.

12. The Plaintiff claims against the 1st, 2nd, 3rd and/or 4th Defendants loss and damage as follows:

- (1) General damages: The Plaintiff is a successful businessman. The conducts of the 1st, 2nd, 3rd and/or 4th Defendants aforesaid have made the Plaintiff feel that he is a stupid person and could be easily deceived through their repeated false claims. The Plaintiff felt sorrow about the integrity of solicitors. The Plaintiff claims general damages on injury to feeling in the sum of HK\$100,000, an apology and an undertaking from the Defendants not to make any false claim again in future.
- (2) Special damages: The Plaintiff incurred the total sum of \$770,256 as costs in investigating and challenging the falsity of the representations. In HCA 1339 and HCA 1619, the Court awards costs of the relevant hearings (on 11th December 2023 and 16th October 2023 respectively) to the Plaintiff for having successfully challenged the validity of the 1st Defendant's claim on the 4th Defendant's fees on party and party basis. The Plaintiff claims the sum net of the amount that may be received from the 1st Defendant in those proceedings.
- (3) Exemplary damages: The 1st, 2nd and 4th Defendants repeatedly made or caused or allowed to be made false claims (i.e. in HCA 1339 and HCA 1619) intentionally or in a recklessly indifferent manner for the purpose of making profits for the 1st Defendant, and the 3rd Defendant assisted them in doing so. The 3rd Defendant is an experienced solicitor. He enjoyed good social standing due to his position as an officer of the Court. His integrity is of paramount importance when carrying out his professional duties. For the facts and matters pleaded above, the 3rd Defendant knew that it was not probable, or there was no reason to believe, that the 1st Defendant had incurred the amount of costs as allegedly payable to the 4th Defendant under the 1339 BOC and 1619 BOC but nevertheless proceeded with deceiving the Plaintiff and the Court. Notwithstanding having been alerted of the falsity of the 1st Defendant's claim in respect of the 4th Defendant's fees in the 1619 BOC and having withdrawn such claim, the 1st Defendant persisted with such false claim on the alleged fees of the 4th Defendant in 1339 BOC. It was only after the Plaintiff incurred further

expenses in retaining senior counsel and argued again on the falsity of the 1st Defendant's claim in relation to the 4th Defendant's fees during a taxation hearing on the 1339 BOC on 11 December 2023 then the 3rd Defendant withdrew such claim on behalf of the 1st Defendant. The conduct of the Defendants amounted to the offence of conspiracy to defraud and demonstrated serious disrespect of the law. The Plaintiff claims exemplary damages in the sum of HK\$1,000,000.

13. The Plaintiff claims interests pursuant to sections 48 and 49 of the High Court Ordinance, Cap.4, at such rate and for such period as the Court deems appropriate.

AND THE PLAINTIFF CLAIMS AGAINST THE 1ST, 2ND, 3RD AND 4TH DEFENDANTS JOINTLY AND SEVERALLY FOR:

- (i) Loss and damage as pleaded under paragraph 12 hereinabove (i.e., (a) the sum of HK\$100,000 as general damages, (b) special damages (to be determined after the relevant taxation proceedings are concluded) which equates to the net sum after subtracting the amount that may be received from the 1st Defendant as the taxed costs awarded by the Court from the sum of HK\$770,256 as costs already incurred by the Plaintiff in investigating and challenging the falsity of the representations, and (c) the sum of HK\$1,000,000 as exemplary damages), or a sum to be assessed;
- (ii) An Order directing the Defendants to make in writing and publish in 6 major local newspapers an apology and an undertaking not to make a false claim again in future;
- (iii) Interests as pleaded under paragraph 13 above;
- (iv) Further or other relief; and
- (v) Costs.

Dated this 15th day of April 2024

KELVIN LEUNG
Counsel for the Plaintiff


HOW & CO.
Solicitors for the Plaintiff

STATEMENT OF TRUTH

I, Koo Ming Kown, Plaintiff in this action, believe the facts stated in this Statement of Claim are true.

Dated the 15th day of April 2024

A handwritten signature in black ink, appearing to read 'Koo Ming Kown', written in a cursive style. The signature is positioned above a horizontal line.

Koo Ming Kown

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REV. ERIC TONG WING-MUN 2nd Defendant
(President of the Baptist Convention of
Hong Kong)

OR KWONG FAI 3rd Defendant

WONG HANG YEE (黃幸怡), ALSO 4th Defendant
KNOWN AS SANDY H. Y. WONG

WRIT OF SUMMONS

Filed the day of 15 APR 2024 2024

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