3/83

IN THE PRIVY COUNCIL No. 11 of 1981

ON APPEAL

FROM THE FEDERAL COURT OF MALAYSIA HOLDEN AT KUALA LUMPUR

BETWEEN :-

SYARIKAT BUNGA RAYA-TIMOR JAUH Sdn. Bhd. (1)

UNITED HOLDINGS BERHAD (2) — Appellants (Defendants)

- and -

TRACTORS MALAYSIA BERHAD — Respondents (Plaintiffs)

CASE FOR THE APPELLANTS

RECORD

1. This is an appeal from the Judgment of the Federal Court of Malaysia (Raja Azlan Shah Chief Justice, Chang Min Tat, Syed Othman, Federal Justices) which gave the Appellants leave to defend the Respondents' claim for arrears of rentals and interest relating to three out of nine similar tractor "leasing" agreements ("the three agreements") whilst granting the Respondents leave to sign final judgment in respect of arrears, interest and also repossession expenses relating to the remaining six "leasing" agreements ("the six agreements"). The Appellants contend that unconditional leave to defend should have been given in respect of all nine agreements. p. 45-47

2. In addition to arrears, interest and repossession expenses the specially indorsed Writ claims certain repair charges and the amount of the rentals for the unexpired period of the leases. Summary judgment was not sought on these latter claims, nor it seems on the repossession expenses - for the Senior Assistant Registrar recorded that "In respect of the rest of the Prayers ..... the Plaintiff has agreed that a full hearing is necessary." p. 2-7

p. 18 l.10

3. The application for summary judgment was resisted (so far as is now material) by the first-named Appellants on the grounds that :

(a) It was arguable that the agreements were in reality hire purchase agreements and were therefore illegal, and void or unenforceable by reason of non-compliance with the provisions of the Hire Purchase Act 1967 (Malaysia).

p.14 l.29 to p.15 l.27

(b) There was an issue as to the amount of arrears due, by reason of a collateral agreement which allowed the first-named Appellant "Two to three months' grace" during monsoon periods.

p.29-30

p.16 ll.21-31
p.30 ll.4-10

In support of these arguments the Appellants relied upon the terms of a letter from the Respondents dated the 21st August 1975.

p.62

4. The second-named Appellants were sued on guarantees which were collateral to the nine agreements and resisted the application for summary judgment on the above grounds, contending that they were under no greater liability to the Plaintiffs than the first-named Appellant. The Respondents were contending that even if the first-named Appellants should have leave to defend, they should recover against the second-named Appellants.

p.16 ll.32-39
p.30 ll.11-25
p.19 ll.13-22

5. Before the learned Judge, Harun Hashim J. (and presumably before the Federal Court) the Respondents argued :

(a) That the agreements were clearly ex facie leasing agreements, the distinctive nature of which was well known in commerce and in law; the leases themselves contained all the rights and liabilities of the parties.

p.22 ll.16-20

(b) By sections 91 and 92 of the Evidence Act, 1950 (Malaysia) no extrinsic evidence was admissible to prove that the terms of the agreement were other than those stated in the documents themselves. The letter of the 21st August 1975 was therefore inadmissible, so no issue arose for trial.

p.22 l.31 - p.23 l.19

(c) Whether or not the agreements were enforceable against the first-named Appellant, the second-named Appellant was liable as guarantor or to indemnify the Respondents.

p.23 ll.20-29

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Counsel for the Appellants concentrated on the questions of admissibility and indemnity and neither side seems to have argued the question of the period of grace or the quantum or recovery of repossession expenses. p. 23 ll. 31-45

6. It does not seem to have been the Respondents' case at any stage that if the letter of 21st August 1975 was admissible in evidence, there was no arguable question whether the agreements were in truth hire purchase agreements; nor have the Respondents ever argued that if the agreements were hire purchase agreements they would nevertheless be enforceable against the first-named Appellants.

7. The learned Judge, on appeal from the Senior Assistant Registrar, who gave unconditional leave to defend all the claims, allowed the appeal and gave leave to the Respondents to sign judgment in respect of all unpaid rentals and interest thereon under the three agreements and under the six agreements. He never gave formal reasons for his decision, but it seems plain that he rejected the letter of the 21st August 1975 as being inadmissible and accordingly regarded the nine agreements as enforceable leasing agreements, payments under which were admittedly in arrear. He gave no judgment in respect of re-possession expenses. In the light of his decision on the defence of the first-named Appellants no separate question arose as to the liability of the second-named Appellants. p. 24, p. 25

8. The Federal Court in substance held, so far as the defence of the first-named Appellants was concerned :

(a) That leave to defend must be given unless it was clear that there was no real substantial question to be tried and no dispute as to facts or law which raised a reasonable doubt that the Plaintiff was entitled to judgment; p. 41 ll. 34-40

(b) That it was arguable that the entire agreement between the parties consisted of the "leasing" agreements and the letter of the 21st August 1975 and that therefore they must be read together; p. 42 l. 43 - p. 44 l. 5

(c) That, so read, it was arguable that there was an option to purchase in respect of the three agreements (which were enclosed with the letter) and that therefore it was arguable that they were in reality hire purchase agreements; p. 43 ll. 1-5

(d) But that the letter could not refer to the subsequent leasings under the six agreements so that whilst unconditional leave to defend should be given in respect of the three agreements, the judgment should stand in relation to the six agreements.

p. 43 ll. 6-21

The Federal Court added, without comment: "The judgment should also include the repossession expenses : clause 19(ii)(c)." The Federal Court did not deal with the Respondents' argument that even if leave to defend was given to the first-named Appellants they were entitled to succeed against the second-named Appellants and must accordingly by implication have rejected that argument.

p. 44 ll. 43-44

9. The issues involved in this appeal are, accordingly :

(i) Whether the transactions between the Appellants and the Respondents were in law hire purchase agreements and in consequence illegal and void and/or unenforceable.

(ii) Whether, in the event that the transactions were valid and enforceable, the arrears of rental should nevertheless be reduced by a two to three months' "grace" period for the monsoon season.

(iii) Whether the repossession expenses should be the subject of summary judgment.

The Respondents are making no cross-appeal and it is therefore unnecessary to consider the position of the second-named Appellants separately from that of the first-named Appellants.

The Facts

10. The second-named Appellants are the holding company of the first-named Appellants who operate a substantial timber concession requiring the use of tractors. The Respondents are a substantial finance company engaged in the business field of tractors.

11. In 1975 and 1976 the first-named Appellants as "lessees" and the second-named Appellants as guarantors and the Respondents as "lessors" entered into a total of 9 agreements in the Respondents' Standard Form entitled "Equipment Lease Agreement" as follows :-

p. 64 - 75

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	No.	Date of Agreement	Period and Commence-ment Date	Equipment Description	Monthly Rental and Total Rental payable	
1.	PJ/ Lease/ 21/75	2.9.75	30 months 28.8.75	New CAT D7F DD	$9902.50 p.m. TR $297,075.00	p. 77
2.	PJ/ Lease/ 22/75	"	30 months 29.8.75	New CAT D6C DD	$7480.00 p.m. TR $224,400.00	p. 83
3.	PJ/ Lease/ 23/75	"	30 months 28.8.75	"	"	p. 87
4.	PJ/ Lease 5/76	25.5.76	30 months 25.5.76	"	"	p. 90
5.	PJ/ Lease 6/76	"	"	"	"	p. 94
6.	PJ/ Lease 7/76	"	"	"	"	p. 98
7.	PJ/ Lease 8/76	5.6.76	30 months 5.6.76	"	"	p. 103
8.	PJ/ Lease 9/76	"	"	"	"	p. 107
9.	PJ/ Lease 10/76	"	"	"	"	p. 112

12. In the body of each agreement it was provided inter alia :

By clause 2 "The Lessee shall punctually pay to the Lessor during the said term the monthly rental stated in the Schedule hereto payable in advance on the 1st day of each month....." p. 64

By clause 18 "If during the term of the lease

.....

(b) the Lessee fails to pay any sums payable hereunder .....

(c) the Lessee fails to observe or perform any term, condition or provision of this agreement on the part of the Lessee to be observed or performed .....

.....

then in each and every such event the rentals for the balance of the said term shall thereupon become due and payable by the Lessee .... and the Lessor shall forthwith and without notice or demand become entitled to immediate possession of the goods and if the Lessor sees fit the Lessor may :

(i) Without prejudice to any other of the Lessor's rights under this agreement forthwith and without notice terminate this lease for all purposes and retake possession of the goods ....."

p. 72 - 73

By clause 19(ii) "Upon the termination of the Lease (other than by effluxion of time) the Lessee shall pay to the Lessor;

(a) any arrears of rental accrued as at the date of termination;

(b) any sums other than rentals which may have become payable under this agreement;

(c) any expenses incurred by the Lessor in tracing and/or recovering possession of the goods or in enforcing the provisions of this lease;

p.73 l.42 - p.74 l.5

(d) an amount equal to the unpaid rentals for the remainder of the period of this lease."

13. Save for descriptions, dates and amounts, the substance of which have been tabulated in paragraph 11 hereinbefore, each of the agreements were in identical terms and ex facie appeared to be leasing agreements save that :

(a) In the Schedule to each agreement, at the end of the clause setting out the rentals payable, there

are typed in the words "Residual value : $1.00"; and e.g. p. 77

(b) Each agreement has deleted from the standard printed terms and conditions clause 20 which prior to deletion read :

> "20. If the Lessee having observed and performed all the covenants and conditions of this lease shall desire to renew this lease and shall give notice of such desire not less than months prior to the expiry of the term hereby created the Lessee shall be entitled to a new lease of the goods for a term of years commencing on the date of the expiration of the lease at a rental to be agreed upon but otherwise upon the same terms and conditions as those herein contained excluding the right of renewal as aforesaid." p. 74

14. On the same date as each said "lease" the second-named Appellants entered into a form of guarantee of the due payment and performance by the first-named Appellants of all sums due and all other terms and conditions of the said "leases". p. 78-79

15. The first-named Appellants had difficulty in meeting the rental payments on their due dates and each of the said agreements was subsequently varied by 9 further agreements between the Appellants and the Respondents, each dated the 23rd June 1977. Save in so far as dates or amounts are concerned, the agreements are in identical terms and provide in substance for the increase of the period of each agreement from 30 months to 36 months and the reduction in the amount of the monthly rental payments. In addition, there is an increase in the "residual value" of each tractor not covered by rental payments from the amount of $1.00 referred to in paragraph 13 hereinbefore to reasonably substantial amounts. p. 80-81

	Total rental payable after variation	Monthly Rental	New Residual Value	
1.	$239,979.97	$6666.11	$69,291.62	p. 81
2.	$185,344.25	$5148.45	$53,516.14	p. 86
3.	$185,328.94	$5148.03	$53,511.72	p. 88

		Total rental payable after variation	Monthly Rental	New Residual Value
p. 92	4.	$190,739.88	$5298.33	$55,074.07
p. 97	5.	" "	"	"
p. 101	6.	" "	"	"
p. 106	7.	$187,834.34	$5217.62	$54,235.13
p. 110	8.	" "	"	"
p. 115	9.	" "	"	"

16. It is common ground that :-

(i) Between the 1st October 1976 and 1st March 1977 the first-named Appellants duly paid the rentals specified in the said variation agreements, but the first-named Appellants failed to pay the rentals due on the 1st April 1977 and subsequently;

p. 6 ll. 1-18
p. 6 ll. 19-23

(ii) Purportedly exercising their rights under Clause 18 of each "lease" the Respondents retook possession of the 9 tractors and terminated the 9 agreements and variation agreements - possession was retaken as to 2 tractors on the 27th November 1977, as to a further 6 on the 6th December 1977 and, as to the last one, it was voluntarily returned by the first-named Appellants to the Respondents on the 29th January 1978;

p. 6 ll. 23-40

(iii) Demands were made by the Respondents upon the Appellants that they should pay all the amounts claimed by the Respondents in the action, which demands were not complied with by the Appellants.

p. 7 ll. 1-20

17. After issuing a Specially Indorsed Writ on the 8th May 1978, which was amended on the 5th June 1978, the Respondents issued a summons for summary judgment in respect of all its claims. In support of the application the Respondent's Credit Control Manager (Central Area) swore an affidavit exhibiting all the "leases" and the relative variation agreements and copies of the demands which were made upon the Appellants.

p. 1
p. 11
p. 12
pp. 64-120

18. In answer to the Respondents' said application for summary judgment, Koh Kim Chai, a director of each

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Appellant Company, in his affidavit affirmed on the 11th September 1978, raised various defences. In particular : p. 14

(a) He took the point that the equipment lease agreements and variation agreements were in reality hire purchase agreements as defined by section 2 of the Hire Purchase Act 1967 and therefore unenforceable and void: p.14 l.29 - p.15 l.27

It is submitted that on this point it is a fair reading of his affidavit to summarise it as saying:

(i) that all the agreements were subject to an option to purchase the tractors at the end of the period of hire;

(ii) that the option to purchase was an option to purchase at the residual value which represented all that was left unpaid of the basic cash price of the tractors at the end of the payment of the instalments of cash price and hire charges which were comprised in the monthly rentals;

(iii) that the amount of the residual value was originally $1.00 and that this was the original option to purchase price. Unfortunately, he did not expressly deal with the consequences of the variation agreements and in particular the increases in residual values created thereby; but it is submitted that it is a reasonable inference from his affidavit that he was deposing to the fact that after the variation agreements the option to purchase price in respect of each tractor was the residual value of each tractor as set out in the Schedules to the individual variation agreements.

(b) He took the point that there was a collateral agreement whereby the first-named Appellant was granted a grace period of 2-3 months for monsoon periods during which grace period rentals would not be payable. p. 16 ll. 21-31

He deposed to the fact that such a grace period had been agreed and that consequently the claim for arrears of rentals was too high.

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19. In support of the above points Koh Kim Chai exhibited a letter from the Respondent to the first-named Appellants dated the 21st August 1975 which, so far as
pp. 62 - 63 material, read as follows :-

> "Further to your discussion with the writer and our General Manager Sales, we wish to confirm the following arrangements :
>
> 1. We attach herewith our equipment lease agreements for 2 (two) units CAT D6C DD and 1 (one) unit CAT D7F DD .....
>
> 2. The details and terms of the lease are as per the agreements attached .....
>
> 3. We will allow yourselves two to three months grace towards the payment of your lease instalments during the monsoon period only on condition that your project is seriously affected by weather conditions .....
>
> 4. We will hold the price of either the CAT D6C or the CAT D7F whichever you decide to purchase up to March 1976 in consideration of your desire to purchase another 7 or 8 units by then.
>
> 5. As agreed, the option to purchase the machines will be exercised by (the first-named Appellant) or its assignee.
>
> We trust that the agreements confirm our discussion ....."

There was no evidence that any different arrangement was made in respect of any of the tractors that were ordered later.

SUBMISSIONS OF THE APPELLANTS

The issue whether the transactions between the Appellants and the Respondents were in law hire purchase agreements, and in consequence illegal, void or unenforceable.

20. Firstly, it is submitted that the Federal Court were right to look at the letter of 21st August 1975 together with the "leasing" agreements in order to ascertain the full

agreement between the parties. They appear to have reached this conclusion on the basis that it was arguable that the agreement consisted of two sets of documents, the "leasing" agreements as varied in the letter and that accordingly they must be read together and that section 91 of the Evidence Act 1950 (Malaysia) applied, there being no need to look to the exceptions to the rule against extrinsic evidence which are contained in section 91 of that Act.

21. It is further submitted that even if this approach was wrong, the letter was admissible in evidence under the said section 92 on the following grounds :

(i) It has never been suggested by the Respondents that if the agreements were hire purchase agreements they were nevertheless enforceable. Since tractors are covered by the Hire Purchase Act, 1967 (Malaysia) this could of course not have been suggested. The Respondents were in breach of the provisions of section 4(1) and various of the provisions of section 4(2) and therefore guilty of an offence under section 4(3) which rendered the agreements illegal. They were also in breach of section 5(1). Therefore, quite apart from the illegality involved the agreements were unenforceable, see section 6(1). Moreover, no deposit at all was paid by the first-named Appellants so the agreements were illegal on that ground also, see section 31(1), and therefore void. So one is not concerned here solely with the question of unenforceability, as the Federal Court appear to have thought, and therefore the letter was covered by section (a) of section 92 which provides that :-

> "Any fact may be proved which would invalidate any document or which would entitle any person to any decree or order relating thereto, such as ..... illegality .....".

(ii) In so far as the letter of 21st August 1975 might be said to contain a record of a separate oral agreement, it evidences such an agreement on a matter on which the "leasing" agreements are silent, namely the agreement that there should be an option to purchase the tractors for their residual value, which additional agreement is not

pp. 62 - 63

inconsistent with the terms of the leasing agreements since it merely adds an option to purchase to a lease which is silent as to what will occur on the effluxion of the full term of the lease (clause 20 of each agreement having been deleted). The letter was therefore admissible under section (b) of section 92, which provides that "the existence of any separate oral agreement, as to any matter on which a document is silent and which is not inconsistent with its terms, may be proved, and in considering whether or not this proviso applies, the Court shall have regard to the degree of formality of the document." The Federal Court expressed themselves as being in doubt whether the letter was admissible under section 92(b) but did not need to express a concluded view on the point in the light of their finding that the matter was covered by section 91.

pp. 62 - 63 (iii) The letter also constitutes evidence of a separate oral agreement forming a condition precedent to the attaching of obligations under the "leasing" agreements because it was an essential part of the arrangements and a condition precedent to the first-named Appellants entering into each lease that the first-named Appellants should have the option to purchase the tractors at the end of the lease. The letter is therefore covered by exception (c) of section 92 which reads :

> "The existence of any separate oral agreement constituting a condition precedent to the attaching of any obligation under any such contract, grant or disposition of property may be proved."

The Federal Court did not consider the application of this proviso.

pp. 62 - 63 (iv) The letter is also admissible under exception (f) of section 92 which provides that :

> "Any fact may be proved which shows in what manner the language of the document is related to existing facts."

It is submitted that the letter is admissible to show that the language of the "leasing" agreements has to be related to the collateral agreement for

the option to purchase which is contained in or evidenced by the letter.

22. It is next submitted that on its true construction the letter of the 21st August 1975 does contain or evidence the agreement of options to purchase which when read with the "leasing" agreements show that the agreements between the parties were hire purchase agreements within the Hire Purchase Act 1967 (Malaysia), which provides in section 2(1) that in the Act "hire purchase agreement" includes the letting of goods with an option to purchase. The deletion of clause 20 of each agreement coupled with the agreement of a nominal residual value (albeit this was greatly increased when variations were made) and the references in the letter to "your desire to purchase another 7 or 8 units....." and "as agreed, the option to purchase the machines will be exercised by (the first-named Appellants) or its assignee" all combine to suggest strongly that this was the case and to support the deposition of Mr. Koh Kim Chai, a director of the Appellants, that "the parties intended to give and did give the (first-named Appellants) an option to purchase the said goods as noted in paragraph 5 of a letter containing the arrangements under which the equipment lease agreements were entered, dated 21st August 1975.....". The Federal Court criticised the deponent for going on to say that the equipment lease agreements had reduced the residual value of the goods at the end of the lease period to $1 only, thereby allowing for the transfer of the said goods to the (first-named Appellant) for a nominal sum of $1 only, on the basis that this contention could not be true in the light of the re-calculation in the variation agreements. The Federal Court secondly pointed out that the deponent could not indicate any written provision for a purchase or an option to purchase at either the said $1 or any other stated or agreed sum. The first criticism is only valid in so far as it is unfortunate that the deponent did not go on to deal with the position that arose after and as a result of the variations. The second criticism is accurate in fact but not decisive of the issue. If the parties agreed an option to purchase initially by reference to the residual value of $1 then all that happened when the variations occurred was that the residual values were increased and that the price of the option to purchase was increased in each case. It is true that the reference to option to purchase is to be found in the letter whereas the references to the residual values are to be found in the leasing agreements and the variation agreements but if

pp. 62 - 63
p. 74
e.g. p. 77
e.g. p. 81
p. 63
p. 15 ll. 2-9
p. 41 ll. 7-11
p. 41 ll. 11-17
pp. 62 - 63

one reads the two sets of documents as a whole it is submitted that it is established, or it is arguable, that all 9 agreements were hire purchase agreements containing options to purchase at the residual value, i.e. originally $1 and later varied to the figures quoted in paragraph 15 of this Case.

23. It is next submitted that no valid distinction can be drawn between the three agreements in respect of which the Appellants have been given unconditional leave to defend and the six agreements in respect of which leave has been given to sign judgment. On its true construction the letter of the 21st August 1975 applies quite generally to all the tractors the lease and/or purchase
p. 63 of which was being negotiated. Clause 4 establishes that it was not just leasing which was being negotiated. The reference in clause 4 to the price being held "in consideration
p. 62 of your desire to purchase another 7 or 8 units by then" indicates that it was purchase which was being negotiated in respect of the three tractors the equipment lease agreements for which were being enclosed (see clause 1) and also for the "another 7 or 8 units". This clause shows that not merely were the three tractors referred to in clause 1 being purchased, but others were to be purchased as well. In context, therefore, there is no reason to limit the reference in clause 5 to "the option to purchase for the machines" to just the three machines referred to in clause 1. The better view is that as each contract came into existence subsequently, whether it was a contract relating to the three tractors referred to in clause 1 or to the other six tractors, each contract became subject to the basic underlying agreement as to there being an option to purchase, which is contained in or evidenced by the letter of the 21st August 1975.

24. Accordingly, it is submitted that the Federal Court ought to have concluded that there was a substantial issue to be tried in relation to all 9 agreements as to whether in fact they were hire purchase agreements and in consequence illegal and void and/or unenforceable.

The issue whether, in the event that the transactions were valid and enforceable, the arrears of rental should nevertheless be reduced by 2 - 3 months' "grace" periods for the monsoon season.

25. The Federal Court did not deal with this issue at all; it probably was not argued before them, since it seems to have been accepted on all sides that if the letter of the

21st August 1975 was admissible to show that there was an option to purchase, there would in any event be a triable issue, so that the Appellants did not need to rely on the period of grace as an additional issue; whereas if the letter was not admissible in evidence there was no admissible evidence as to the period of grace. The Appellants accept that this issue adds little to their case, but submit that if the period of grace was agreed it is clear from the documents that no allowance has been made for it and that the claim for arrears of rental ought to be reduced accordingly.

The issue whether the repossession expenses should have been the subject of summary judgment.

26. The said director of the Appellants, Koh Kim Chai, showed cause in paragraph 8 of his affidavit of the 11th September 1978 opposing summary judgment why summary judgment ought not to be given in respect of the expenses of repossession when he said that the repossession expenses were "far in excess of what it would cost to repossess..... the said goods". It is clear from the Registrar's Grounds of Decision that the claim for summary judgment for these expenses was not pursued before him and the Notes of Evidence before the Judge and the terms of his Order would appear to indicate that it had been conceded before him that the repossession expenses were the subject of a triable issue. There is nothing to indicate that the matter was argued either before him or before the Federal Court. However, the Federal Court, having given leave to enter judgment on the six agreements, simply ordered without comment that "the judgment should also include the repossession expenses : clause 19(ii)(c)." It is respectfully submitted that the Federal Court must have failed to appreciate that there was an issue as to the quantum of these expenses and acted per incuriam.

p. 16 ll. 12-20
p. 17
pp. 21-24
p. 24
p. 44 ll. 43-44

Summary

27. Wherefore, the Appellants respectfully submit that the judgment of the Federal Court should be reversed, so far as it dealt with the six agreements and confirmed the decision of the learned Judge below in relation to the six agreements and that the Appellants should be given unconditional leave to defend the claims under all nine agreements for the following, amongst other

R E A S O N S

(i) BECAUSE the agreements between the Appellants

and the Respondents were in law hire purchase agreements and illegal and void and/or unenforceable.

(ii) FURTHER, or alternatively, because the arrears of rental should have been reduced by a 2 - 3 month grace period.

(iii) BECAUSE the Federal Court in error added to the amount of the judgment against the Appellants a sum in respect of repossession expenses.

JOHN G. C. PHILLIPS 10

CHRISTOPHER CLARKE

3/83

No. 11 of 1981

IN THE PRIVY COUNCIL

ON APPEAL

FROM THE FEDERAL COURT OF MALAYSI
HOLDEN AT KUALA LUMPUR

BETWEEN: -

SYARIKAT BUNGA RAYA-TIMOR
JAUH Sdn. Bhd.

and

UNITED HOLDINGS BERHAD Appellants
(Defendants)

- and -

TRACTORS MALAYSIA BERHAD
Respondents
(Plaintiffs)

CASE FOR THE APPELLANTS

KINGSFORD DORMAN
14 Old Square
Lincolns Inn,
WC2A 3UB

Tel: 01-242 6784
Ref: DLW/KEB

Agents for :

NG EK TEONG & PARTNERS
KUALA LUMPUR
MALAYSIA