

Claim nature :
A: Mixed claim
B: Commercial, Contract

No. 1
Writ of Summons
(Order 6 rule 1)

Not for service out
of the jurisdiction

HCA 1767 / 2020



IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

ACTION NO. 1767 OF 2020

BETWEEN

DotPH Domains Inc.

1st Plaintiff

NSPH Limited

2nd Plaintiff

and

Asia Spa and Wellness Promotion Council Limited

1st Defendant

DotAsia Organisation Limited

2nd Defendant

Namesphere Limited

3rd Defendant

Chung Wang On Edmon

4th Defendant

Lim Choon Sai

5th Defendant

Sathees Babu Chellikattuveli Sivanandan

6th Defendant

Atsushi Endo

7th Defendant

Lianna Galstyan

8th Defendant

Maureen Moari Marama Hilyard

9th Defendant

WRIT OF SUMMONS

To: The 1st Defendant, Asia Spa and Wellness Promotion Council Limited, whose registered office is situate at Unit 1704, 17/F., Tamson Plaza, No. 161 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong.

The 2nd Defendant, DotAsia Organisation Limited, whose registered office is situate at 12/F, Daily House, 35-37 Haiphong Road, Tsim Sha Tsui, Kowloon, Hong Kong.

The 3rd Defendant, Namesphere Limited, whose registered office is situate at 12/F, Daily House, 35-37 Haiphong Road, Tsim Sha Tsui, Kowloon, Hong Kong.

The 4th Defendant, Chung Wang On Edmon, whose usual and last known address is situate at Flat G, 21/F, 26 Kimberley Road, Tsim Sha Tsui, Kowloon, Hong Kong.

The 5th Defendant, Lim Choon Sai, whose usual and last known address is situate at 22 St Nicholas View, S (567985), Singapore.

The 6th Defendant, Sathees Babu Chellikattuveli Sivanandan, whose usual and last known address is situate at 38 M S P Nagar, Near Thirumala School, Thirumala, Trivandrum Kerala 695006, India.

The 7th Defendant, Atsushi Endo, whose usual and last known address is situate at 5-5-12-1103 Negishi Taito-ku, Tokyo, Japan.

The 8th Defendant, Lianna Galstyan, whose usual and last known address is situate at Komitas 28A, Apt. 41, Yerevan, 0012, Armenia.

The 9th Defendant, Maureen Moari Marama Hilyard, whose usual and last known address is situate at Pokoinu, Nikao, Rarotonga, Cook Islands.

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 day of , 2020.

11 9 OCT 2020

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.

申索性質：
A. * 金錢申索/非金錢申索/混合申索

表格 1
傳訊令狀
(第 6 號命令第 1 條規則)

二零 年訟案第 宗

香港特別行政區
高等法院
原訟法庭
民事訴訟 20 年第 宗

原告人

及

被告人

致被告人(姓名或名稱)_____地
址)_____

本傳訊令狀已由上述原告人就背頁所列出的申索而針對你發出。

在本令狀送達你後(14天)內(送達之日計算在內)，你必須了結該申索或將隨附的送達認收書交回高等法院登記處，並在認收書中述明你是否擬就本法律程序提出爭議或作出承認。

如你沒有在上述時限內了結該申索或交回送達認收書，或如你交回送達認收書但沒有在認收書中述明擬就本法律程序提出爭議或作出承認，則原告人可繼續進行有關訴訟，而判你敗訴的判決可隨即在無進一步通知發出的情況下予以登錄。

*[你如擬作出承認，可按照隨附的關於送達認收書的指示，填寫適當的附上的表格。]

本令狀於今天，即20_____年_____月_____日由高等法院記處發出。

司法常務官

備註：一本令狀除非經由高等法院命令予以續期，否則不得在發出日期起計12個公曆月之後送達。

重要事項

關於送達認收書的指示載於隨附的表格。

TAKE NOTICE

Note: This is a legal document. The consequences of ignoring it may be serious. If in doubt, you should enquire as soon as possible at the Registry of the Court issuing the document, namely at the LG1, High Court Building, 38 Queensway, Hong Kong. You should also consider taking the advice of a Solicitor or applying for Legal Aid.

請注意

因這是法律文件，忽視它可能帶來嚴重的後果。如帶疑問，請儘早向發出文件的法庭登記處：香港金鐘道38號高等法院大樓低層一樓(LG1)查詢。你亦應考慮聽取律師的意見或是申請法律援助。

STATEMENT OF CLAIM

I. PARTIES

1. The 1st Plaintiff (“**DotPH**”) is a limited company incorporated under the laws of the British Virgin Islands, and is engaged in the business of investment holding, with a focus on rights to Top Level Domains (“**TLDs**”) on the Internet, i.e. the rights to the post-dot suffix at the end of websites (e.g. “.org” or “.com”). At all material times, Mr. Jose Emmanuel Mercado Disini (“**Joel Disini**”) is a director of DotPH. Joel Disini was also, at all material times until 17 February 2020, a director of DotAsia (as defined below).
2. The 2nd Plaintiff (“**NSPH**”) is a limited company incorporated under the laws of Hong Kong and is engaged in the business of investment holding. It is the intended corporate vehicle which has been established pursuant to an agreement between the principal parties to this dispute for the purpose of holding an indirect interest in the .spa TLD as further set out below. Its current directors are Joel Disini and Ms. Gloria Ines Socorro Anastacio Dinisi (“**Gloria Disini**”), and its current sole shareholder is DotPH.
3. The 1st Defendant, Asia Spa Wellness and Promotion Council Limited (“**ASWPC**”), is a company limited by shares incorporated under the laws of Hong Kong, and at all material times its business consisted *inter alia* of applying for and securing the rights to the .spa TLD as further set out below. Its controller and director at all material times was Mr. Ng Yan Meng (“**William Ng**”).
4. The 2nd Defendant, DotAsia Organisation Limited (“**DotAsia**”), is a company limited by guarantee incorporated under the laws of Hong Kong, and:
 - (a) At all material times, is the registered sponsor and operator for the .asia TLD, i.e. it makes policies governing the use and registration of .asia domain names, operates the registry database of the .asia TLD, and sells .asia domain names to accredited registrars; and
 - (b) From 2012, was engaged in the business of investing in and operating other TLDs (the “**TLD Business**”) via its subsidiaries. The TLD Business includes an interest in the .spa TLD, as further set out below.
5. The 3rd Defendant, Namesphere Limited (“**Namesphere**”), is a limited company incorporated on 21 March 2012 under the laws of Hong Kong. As of the date of this Statement of Claim and since the incorporation of Namesphere:

- (a) DotAsia is (and was at all material times) the registered shareholder of all 10,000 issued shares in Namesphere (albeit being only the majority beneficial owner of those shares whilst holding a minority stake on trust for DotPH, being the subject matter of another proceedings in HCA No. 469 of 2020);
 - (b) Namesphere is (and was at all material times) one of the subsidiaries through which DotAsia engages in the TLD Business;
 - (c) Namesphere is (and was at all material times) in turn a shareholder (whether direct or indirect) of various companies which are, in their own right, registered sponsors and operators of various TLD.
6. The 4th Defendant, Chung Wang On Edmon (“**Edmon Chung**”) is at all material times (1) a director and Chief Executive Officer of DotAsia, and (2) a director of Namesphere. Edmon Chung was the director principally responsible for the business operations of DotAsia and Namesphere, including in relation to the TLD Business.
7. The 5th to 9th Defendants are and/or were, at all material times since (at least) 2018, directors of DotAsia. It is DotPH’s case that each of the 5th to 9th Defendants, via acts or omissions, wrongfully procured DotAsia to breach its contract with DotPH. For the avoidance of doubt, it is averred that:
- (a) The 5th to 9th Defendants are not (and/or were not) the only directors of DotAsia at all material times; and
 - (b) DotPH reserves the right (subject to further investigation or discovery) to join any further directors as additional Defendants herein.

II. THE INVESTMENT AGREEMENT BETWEEN DOTPH AND DOTASIA

8. In or around early 2012, rights to new TLDs were announced to be open to application by Internet Corporation for Assigned Names and Numbers (“ICANN”), the international non-profit organisation responsible for maintaining and overseeing the TLD system. This included the .spa TLD.
9. In or around late March 2012, the possibility of DotPH contributing funds via DotAsia and Namesphere to acquire an interest in the .spa TLD, which was to be applied for by Namesphere (or such other corporate vehicle as may be nominated by DotPH and DotAsia) in conjunction with external partners, was discussed between Edmon Chung (acting on behalf of DotAsia) and Joel Disini (acting on behalf of DotPH).

10. By 10 April 2012, an agreement (the “**Investment Agreement**”, evidenced by *inter alia* emails between Joel Disini and Edmon Chung dated 2 April 2012 and 10 April 2012) had been reached between DotAsia and DotPH. Pursuant to the Investment Agreement, the full terms of which DotPH will rely on at trial:
 - (a) DotAsia would be responsible for negotiating and working with ASWPC (then identified as the relevant external partner) to apply for and acquire the rights to the .spa TLD (the “**Application**”);
 - (b) DotPH would contribute US\$60,000 for the Application; and
 - (c) In consideration for DotPH’s investment, in the event the Application is successful DotPH would hold a 30% interest in the .spa TLD, with Namesphere (or such other corporate vehicle as may be nominated by DotPH and DotAsia) holding a further 20% and ASWPC holding the remaining 50%.
 - (d) With a view to implementing or performing such agreement, the respective interest or stake of the parties would be formally recognised and honoured by a more detailed holding structure and the parties were to use reasonable endeavours to determine and/or negotiate a more detailed holding structure at a later date.
11. Payment and contribution of the agreed US\$60,000 by DotPH was duly made in or around mid-April 2012.

III. THE COOPERATION AGREEMENT WITH ASWPC

12. Pursuant to the Investment Agreement, DotAsia (acting principally through Edmon Chung) assumed the responsibility for pursuing and implementing the proposed cooperation between Namesphere and DotPH (on the one hand) and ASWPC (on the other) with regards to the Application.
13. An agreement, which subject to discovery and/or further particulars was oral in nature, was reached by DotAsia (acting principally through Edmon Chung) on behalf of Namesphere and DotPH (alternatively Namesphere and, as undisclosed principal then, DotPH) with ASPWC in or around April 2012 (the “**Cooperation Agreement**”). The Cooperation Agreement, the full terms of which DotPH will rely on at trial, included *inter alia* the following terms:

- (a) The Application would be made in the name of ASWPC on the basis that ASWPC represented the spa community in Asia. Namesphere and DotPH would support the Application, in particular by assuming responsibility (whether by themselves or by outsourcing) for the actual operations of the .spa TLD.
 - (b) In the event the Application is successful, the interests in the .spa TLD would be divided evenly, with a 50% interest vested in ASWPC (or its nominees), and the remaining 50% to be vested in DotPH and Namesphere in a structure of their own choosing (with DotPH ultimately to hold a direct/indirect 30% interest in the .spa TLD and Namesphere to hold a direct/indirect 20% interest therein).
 - (c) With a view to implementing and performing such agreement, the respective interest or stake of the parties would be formally recognised and honoured by a more detailed holding structure and the parties were to use reasonable endeavours to determine and/or negotiate a more detailed holding structure for the .spa TLD subsequent to a successful Application.
14. In or around 2015, Edmon Chung reported to the board of directors of DotAsia that the status of the Application as a community-based application had in principle been approved by ICANN.
15. In or around November 2018, all third-party objections to the Application had been withdrawn. It was reasonably certain by this point in time that the Application would be successful.
16. In or around July 2019, ASWPC entered into a formal agreement concerning the .spa TLD with ICANN (the “**Registry Agreement**”). In or around September 2019, the rights to the .spa TLD were formally granted to ASWPC by ICANN.

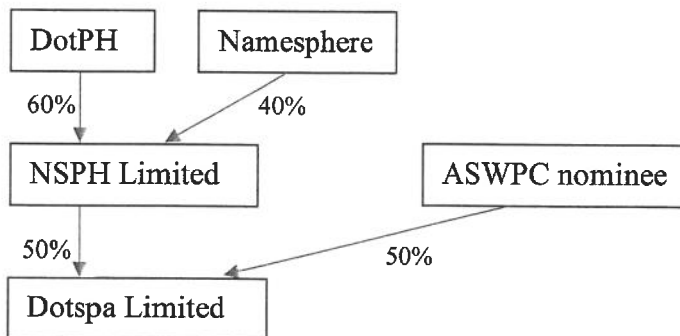
IV. DENIAL OF THE INTERESTS OF DOTPH IN THE .SPA TLD

(A) The Supplemental Cooperation Agreement

17. Since November 2018, when it was reasonably certain that the Application would be successful, Joel Disini (on behalf of DotPH), Edmon Chung (on behalf of Namesphere) and William Ng (on behalf of ASWPC) had, pursuant to the Cooperation Agreement, engaged in negotiations to discharge their obligation to use reasonable endeavours to refine the exact structure under which the rights to the .spa TLD would be held.

18. At meetings held in person in December 2018 between Joel Disini (on behalf of DotPH), Edmon Chung (on behalf of Namesphere, or alternatively DotAsia acting on behalf of Namesphere) and William Ng (on behalf of ASWPC), the parties engaged in discussions concerning the detailed holding structure for the .spa TLD pursuant to the Cooperation Agreement. Eventually, it was discussed and agreed among Namesphere (alternatively DotAsia acting on behalf of Namesphere), DotPH (alternatively Namesphere or DotAsia acting on behalf of DotPH) and ASWPC *inter alia* that:

- (a) The .spa TLD would continue to be held in name by ASWPC;
- (b) The beneficial interest in and operating rights to the .spa TLD would be assigned by ASPWC to a new entity known as Dotspa Limited, a company to be incorporated under the laws of Hong Kong, which would in turn be owned:
 - (i) As to 50%, by an entity nominated by ASWPC; and
 - (ii) As to 50%, by NSPH, to be incorporated under the laws of Hong Kong, and to be owned as to 60% by DotPH and 40% by Namesphere;
- (c) For the avoidance of doubt, the structure described above concerning Dotspa Limited is set out in diagram form as follows:



- (d) Dotspa Limited would be granted an unconditional right to compel ASWPC to formally assign the .spa TLD thereto.

(the “Supplemental Cooperation Agreement”)

(B) Breach of the Cooperation Agreement and/or Supplemental Cooperation Agreement

19. Edmon Chung undertook responsibility for drawing up the necessary legal documents to reflect and implement the Cooperation Agreement and/or the Supplemental Cooperation

Agreement, including a draft cooperation agreement between ASWPC and Dotspa Limited, and a draft shareholders agreement in respect of Dotspa Limited.

20. However, due to the draft agreements prepared by Edmon Chung failing to express the full terms as agreed by the parties, no detailed agreement could be finalised even as of July 2019, when ASWPC was to enter into the Registry Agreement.
21. Prior to July 2019, Joel Disini (in his capacity as representative of DotPH) repeatedly invited William Ng (on behalf of ASWPC) to enter into formal written agreements reducing in writing the essential terms of the Cooperation Agreement and/or the Supplemental Cooperation Agreement already reached among the parties. Such requests were unreasonably ignored and/or refused by William Ng on behalf of ASWPC.

(C) Inaction, Omission and Delay by DotAsia

22. Similarly, prior to July 2019, Joel Disini (in his capacity as board member of DotAsia) repeatedly reminded the 5th to 9th Defendants (being other board members of DotAsia) to procure DotAsia and in turn its subsidiary Namesphere (via Edmon Chung or otherwise) to, pending resolution of all detailed terms of cooperation between the relevant parties, at least ensure that a simple shareholders' agreement with ASWPC was executed prior to ASWPC entering into the Registry Agreement, so as to formally record and safeguard the combined 50% equity interest of Namesphere and DotPH in the .spa TLD.
23. However, the 5th to 9th Defendants failed to do so, both before and also after the execution of the Registry Agreement. Nor did the 5th to 9th Defendants make any inquiries with Joel Disini or otherwise take action to follow up on his repeated reminders.
24. In the event, up to the date of this Statement of Claim, no written agreement between ASWPC and DotPH and/or Namesphere formally recording the interests of DotPH and/or Namesphere in the .spa TLD has been executed.

(D) Active abandonment of .spa by DotAsia

25. On 18 September 2019, at a board meeting of DotAsia at which Joel Disini was absent, each of the 5th to 9th Defendants voted in favour of passing resolutions:
 - (a) Recognising that "ASWPC owns the sole rights as an applicant of the .spa TLD and has the authority to sign the Registry Agreement whether the negotiations between its partners has been completed or not"; and

- (b) Resolving that “Namesphere should cease negotiations with ASWPC following the conclusion of Registry Agreement of [the .spa TLD] and seek the way to allow ASWPC to be free to find another partner”.

(collectively, the “**Abandonment Resolutions**”)

- 26. The Abandonment Resolutions were not set out in the agenda for the aforesaid board meeting, which was circulated to board members of DotAsia only on 17 September 2019 (i.e. with no more than one day’s notice).

(E) Requests for recognition of interests in .spa TLD refused

- 27. By letters dated 18 and 19 December 2019, DotPH demanded that:
 - (a) ASWPC transfer the .spa TLD to Dotspa Limited as agreed in paragraph 18 above; and
 - (b) DotAsia confirm DotPH’s 30% interest in .spa TLD, provide a full account of DotAsia’s dealings (whether via itself or via agents) with ASWPC, and inform DotPH of all steps (if any) taken to implement the Abandonment Resolutions.
- 28. By letter dated 2 January 2020, ASWPC refused DotPH’s request.
- 29. By letter dated 17 January 2020, DotAsia failed to address DotPH’s requests. In particular, the said letter claimed that “the [Abandonment Resolutions] does not in any way signify that [DotAsia] has any intention to abandon its rights in respect of the [Cooperation Agreement], but merely is a reflection of the practical approach of the board in respect of [DotAsia’s] interests in light of the ongoing dispute with [DotPH]”. However, the letter did not explain at all what steps were being taken to protect and secure Namesphere and DotPH’s interests in the .spa TLD.
- 30. In the event, up to the date of this Statement of Claim, DotAsia has failed to take any action (or any adequate action) to perform, implement or enforce the Investment Agreement, the Cooperation Agreement and/or the Supplemental Cooperation Agreement, including (without limitation) requiring ASWPC to formally recognise DotPH and/or Namesphere’s interests in the .spa TLD.

(F) Incorporation of NSPH

31. As pleaded above, NSPH has always been the intended corporate vehicle for the purpose of holding an indirect interest in the .spa TLD. It was not formally incorporated earlier pending Namesphere's nomination of the directors to be appointed to its board. In August 2020, and out of an abundance of caution, DotPH reiterated to Namesphere its intention to incorporate NSPH as per the Supplemental Cooperation Agreement, and sought confirmation from Namesphere that the latter was ready and willing to take up its 40% shareholding in NSPH or appoint any directors to its board.
32. No positive reply having been received from Namesphere, NSPH was formally incorporated on 23 September 2020 with Joel Disini and Gloria Disini as its directors and DotPH as its sole registered shareholder. For the avoidance of doubt, DotPH holds 40% of the issued shares in NSPH on trust for Namesphere.

V. PRIMARY CLAIMS BY DOTPH

(A) Against ASWPC

33. Based on the matters pleaded above, ASWPC is in breach of the Cooperation Agreement and/or the Supplemental Cooperation Agreement.

Particulars of Breach

- (a) ASWPC has failed and/or refused to recognise DotPH's 30% interest in the .spa TLD.
 - (b) ASWPC has failed and/or refused to perform and/or implement the Cooperation Agreement and/or the Supplemental Cooperation Agreement.
34. Accordingly, DotPH is entitled to and does claim against ASWPC for:
 - (a) An order for specific performance of the Cooperation Agreement and/or the Supplemental Cooperation Agreement, namely that ASWPC do forthwith assign and transfer 50% of the interests in the .spa TLD to NSPH Limited (or such other entity as may be nominated by DotPH), together with damages to be assessed for any loss and damage caused by the breach of the Cooperation Agreement and/or the Supplemental Cooperation Agreement (including, without limitation, delay in vesting such interests in NSPH Limited);

- (b) Further or alternatively, a declaration that ASWPC do hold 30% of the interests in the .spa TLD on trust for DotPH, together with damages to be assessed for any loss and damage caused by the breach of the Cooperation Agreement and/or the Supplemental Cooperation Agreement (including, without limitation, delay in vesting such interests in DotPH);
 - (c) Still further, or in the alternative, damages for breach of the Cooperation Agreement and/or the Supplemental Cooperation Agreement (whether in lieu of specific performance and/or otherwise) to be assessed.
35. Further or alternatively, insofar as it is suggested (which is however denied) that DotPH is not a direct contracting party to the Cooperation Agreement and/or the Supplemental Cooperation Agreement, DotPH is entitled to assert the above claims either as (i) disclosed or undisclosed principal, through DotAsia or Namesphere acting on its behalf, or (ii) a third party expressly identified by name in the Supplemental Cooperation Agreement which purports to confer a benefit on DotPH, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
36. In any event, NSPH is entitled to assert the claim in paragraphs 34(a) and 34(c) above as a third party expressly identified by name in the Supplemental Cooperation Agreement which purports to confer a benefit on NSPH, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

(B) Against DotAsia

37. As agent of DotPH in relation to negotiations with ASWPC, DotAsia (as agent) owed to DotPH (as principal) *inter alia* the following duties:
- (a) To act honestly and *bona fide* in the best interests of the principal in relation to all matters within the scope of the agency, i.e. in this case all matters in relation to the Investment Agreement.
 - (b) To obey and to use all reasonable care, skill and diligence to carry out the instructions of the principal in relation to all matters in relation to the Investment Agreement.
38. Based on the matters pleaded above, DotAsia is in breach of (i) the Investment Agreement and (ii) its duties as agent, insofar as the Cooperation Agreement and/or the Supplemental Cooperation Agreement were entered into by DotAsia as agent on behalf of DotPH.

Particulars of Breach

- (a) DotAsia has failed and/or refused to recognise, vis-à-vis DotPH, the latter's 30% interest in the .spa TLD.
 - (b) DotAsia has failed to take any adequate action or step despite requests by DotPH, whether by itself or its subsidiaries and/or agents, against ASWPC to secure formal written agreements specifically recognising DotPH's and Namesphere's interests in the .spa TLD.
 - (c) DotAsia has passed the Abandonment Resolutions, which are inconsistent with any interests of DotPH and Namesphere in the .spa TLD.
 - (d) DotAsia has failed to make full disclosure to DotPH of the status of negotiations and cooperation with ASWPC from time to time.
39. Accordingly, DotPH is entitled to and does claim against DotAsia for:
- (a) An order for specific performance of the Investment Agreement or an order to perform the agency, compelling DotAsia to (1) invalidate the Abandonment Resolutions and all acts taken ancillary thereto, and (2) take all necessary steps forthwith to secure from ASWPC formal written agreements specifically recognising DotPH's and Namesphere's 50% indirect interest in the .spa TLD via NSPH Limited (or such other entity as may be nominated by DotPH), or alternatively DotPH's 30% direct interest in the .spa TLD.
 - (b) Further to sub-paragraph (a) above, damages for any loss and damage caused by the breach of the Investment Agreement (including, without limitation, delay for vesting such interests in the .spa TLD in NSPH Limited and/or DotPH).
 - (c) Alternative to sub-paragraphs (a) and (b) above, damages in lieu of specific performance and/or for breach of the Investment Agreement and/or duties as agent to be assessed.
- (C) Against Edmon Chung and the 5th to 9th Defendants as directors of DotAsia
40. As directors of DotAsia, each of Edmon Chung and the 5th to 9th Defendants owed to it *inter alia* the following duties:

- (a) To acquaint himself and to conduct the affairs of DotAsia with reasonable care, skill and diligence of a reasonably competent person in the office of a company director;
 - (b) To use reasonable care, skill and diligence to ensure that contracts made on behalf of and/or benefiting DotAsia and/or its subsidiaries are duly performed such that the intended benefits thereof accrue to DotAsia and/or its subsidiaries;
 - (c) Insofar as the above duties are delegated to an authorised delegatee, to use reasonable care, skill and diligence of a reasonably competent person in the office of a company director to supervise, direct and/or obtain sufficient information from the delegatee;
 - (d) To not unnecessarily relinquish, abandon and/or otherwise jeopardise assets of DotAsia;
 - (e) To act honestly and *bona fide* in the best interests of DotAsia; and
 - (f) To avoid committing DotAsia to any breach of contract without good cause and without securing sufficient compensation, indemnity and/or advantages arising from the intended breach.
41. Based on the matters pleaded above, each of Edmon Chung and the 5th to 9th Defendants have, in breach of their duties to DotAsia, procured and/or induced DotAsia to breach a contract (i.e. the Investment Agreement with DotPH) with knowledge that their actions would lead to such a breach by DotAsia.

Particulars of breach of contract by DotAsia

- (a) DotPH repeats and refers to paragraph 38 above.

Particulars of procurement/inducement by Edmon Chung and the 5th to 9th Defendants

- (b) Each of Edmon Chung and the 5th to 9th Defendants failed and/or refused to resolve to authorise that DotAsia recognise, vis-à-vis DotPH, the latter's 30% interest in the .spa TLD.
- (c) Each of Edmon Chung and the 5th to 9th Defendants failed and/or refused to resolve to authorise DotAsia and/or its subsidiaries (including Namesphere) to take any

adequate action or step against ASWPC in order to secure acknowledgement by ASWPC of the interests of DotPH and Namesphere.

- (d) Each of the 5th to 9th Defendants resolved in favour of passing the Abandonment Resolutions.

Particulars of breach of duty to DotAsia by Edmon Chung and the 5th to 9th Defendants

- (e) Each of (b) - (d) above are actions which would clearly commit DotAsia to a breach of the Investment Agreement. In committing (b) - (d) above, each of Edmon Chung and the 5th to 9th Defendants are in breach of the duties pleaded at paragraph 40 above, in particular the duties to act in the best interests of DotAsia and to ensure that contracts entered into by DotAsia are not breached without sufficient countervailing justification.
- (f) Each of (c) - (d) above are actions which would deprive DotAsia and/or Namesphere of its interests in the .spa TLD and/or unnecessarily jeopardise such interests. In committing (c) - (d) above, each of Edmon Chung and the 5th to 9th Defendants are in breach of the duties pleaded at paragraph 40 above, in particular the duty to not unnecessarily relinquish, abandon and/or otherwise jeopardise the assets of DotAsia.
- (g) Insofar as the 5th to 9th Defendants aver that they have delegated the affairs of Namesphere to Edmon Chung and relied on advice and/or information provided therefrom in committing each or any of (b) - (d) above, the 5th to 9th Defendants have in breach of their duties to DotAsia failed to supervise, direct and/or obtain sufficient information from Edmon Chung as delegatee.

Particulars of knowledge and intention of the 5th to 9th Defendants

- (h) Latest by December 2018 and subject to further investigation or discovery, each of the 5th to 9th Defendants were informed at a board meeting of DotAsia of the Investment Agreement (and DotPH's interests in the .spa TLD pursuant thereto). Notwithstanding the above, the 5th to 9th Defendants each committed the acts in (b) - (d) above in and throughout 2019.

Particulars of knowledge of Edmon Chung

- (i) By virtue of the fact that Edmon Chung had negotiated the Investment Agreement on behalf of DotAsia (as per paragraph 10 above) and been entrusted as agent of

DotAsia and Namesphere in liaison with ASWPC (as per paragraphs 13 and 17-18 above), Edmon Chung has full personal knowledge of the matters pleaded in this paragraph 41.

42. Accordingly, DotPH is entitled to and does claim damages against each of Edmon Chung and the 5th to 9th Defendants for procuring breach of the Investment Agreement by DotAsia, with such damages to be assessed.

VI. ALTERNATIVE CLAIMS BY DOTPH

43. If, contrary to paragraphs 13 and 17-18 above, DotAsia did not enter into the Cooperation Agreement on behalf of DotPH with ASWPC, and the Supplemental Cooperation Agreement was not a binding agreement, DotPH further makes the following claims in the following scenarios.

(A) No tripartite contract

44. In the event the Cooperation Agreement was entered into by DotAsia and/or Namesphere otherwise than on behalf of DotPH and the Supplemental Cooperation Agreement does not constitute a binding agreement, DotPH would claim against DotAsia for (1) further breach of the Investment Agreement, and (2) further breach of DotAsia's duties as agent.

Particulars of breach

- (a) Paragraphs 38(a)-38(d) above are repeated.
- (b) Further, DotAsia failed to negotiate and agree a contractual structure vis-à-vis ASWPC which would ensure that DotPH had a direct right (whether by contract or otherwise) against ASWPC or otherwise a direct or indirect 30% beneficial interest in respect of the .spa TLD.
45. Accordingly, DotPH would be entitled to and would claim against DotAsia for:
- (a) An order for specific performance of the Investment Agreement or an order to perform the agency, compelling DotAsia to (1) invalidate the Abandonment Resolutions and all acts taken ancillary thereto, and (2) take all necessary steps forthwith, including if applicable to procure Namesphere to take action against ASWPC, to secure from ASWPC formal written agreements specifically recognising DotPH's and Namesphere's 50% indirect interest in the .spa TLD via

NSPH Limited (or such other entity as may be nominated by DotPH), or alternatively DotPH's 30% direct interest in the .spa TLD.

- (b) Further to sub-paragraph (a) above, damages for any loss and damage caused by the breach of the Investment Agreement (including, without limitation, delay for vesting such interests in the .spa TLD in NSPH Limited and/or DotPH).
- (c) Alternative to sub-paragraphs (a) and (b) above, damages in lieu of specific performance and/or for breach of the Investment Agreement and/or duties as agent to be assessed.

(B) No binding contract against ASPWC

46. In the event no binding Cooperation Agreement and Supplemental Cooperation Agreement were entered into at all vis-à-vis ASWPC, DotPH would claim against DotAsia for further breach of the Investment Agreement.

Particulars of breach

- (a) Failing to promptly upon the Investment Agreement being made, and in any event before expenses had been incurred in relation to the Application, enter into any binding contractual arrangement with the intended counterparty ASWPC (whether as agent of DotPH or otherwise) in respect of the Application for the .spa TLD.
 - (b) Failing to make to DotPH full disclosure of the status of negotiations and cooperation with ASWPC from time to time.
47. Accordingly, DotPH would be entitled to and would claim against DotAsia for damages for breach of the Investment Agreement to be assessed.
48. Further, in such circumstances, DotPH would claim against Edmon Chung and the 5th to 9th Defendants for further inducing DotAsia to breach the Investment Agreement.

Particulars of breach of contract by DotAsia

- (a) Paragraph 46 above and the particulars therein are repeated.

Particulars of procurement/inducement by Edmon Chung and the 5th to 9th Defendants

- (b) Each of Edmon Chung and the 5th to 9th Defendants caused DotAsia to commit the acts set out at paragraph 46 above and/or failed to direct DotAsia to act otherwise.

Particulars of breach of duty to DotAsia by Edmon Chung and the 5th to 9th Defendants

- (c) In causing DotAsia to commit the acts set out at paragraph 46 above and/or failing to direct DotAsia to act otherwise, each of Edmon Chung and the 5th to 9th Defendants are in breach of the duties pleaded at paragraph 40 above, in particular the duties to act in the best interests of DotAsia and to ensure that contracts entered into by DotAsia are not breached without sufficient countervailing justification.

Particulars of knowledge and intention of Edmon Chung and the 5th to 9th Defendants

- (d) Paragraphs 41(h)-41(i) above are repeated.

49. Further and in any event, DotPH and NSPH claim interest on all amounts due to either or both of them, whether under their primary or alternative claims, pursuant to sections 48 and 49 of the High Court Ordinance (Cap. 4).

AND THE 1st PLAINTIFF CLAIMS:

(A) Against ASWPC

1. An order for specific performance of the Cooperation Agreement and/or Supplemental Cooperation Agreement, i.e. that ASWPC do forthwith assign and transfer 50% of the interests in the .spa TLD to NSPH Limited (or such other entity as may be nominated by DotPH), together with damages to be assessed for any loss and damage caused by the breach of the Cooperation Agreement and/or the Supplemental Cooperation Agreement (including, without limitation, delay in vesting such interests in NSPH Limited);
2. Further or alternatively, a declaration that ASWPC do hold 30% of the interests in the .spa TLD on trust for DotPH, together with damages to be assessed for any loss and damage caused by the breach of the Cooperation Agreement and/or the Supplemental Cooperation Agreement (including, without limitation, delay in vesting such interests in DotPH);
3. In the further alternative, damages in lieu of specific performance and/or for breach of the Cooperation Agreement and/or Supplemental Cooperation Agreement to be assessed.

(B) Against DotAsia

4. An order for specific performance of the Investment Agreement, namely that DotAsia do (1) invalidate the Abandonment Resolutions and all acts taken ancillary thereto, and (2) take all necessary steps forthwith, including if necessary to procure Namesphere to take such steps as are necessary, to secure from ASWPC formal written agreements specifically recognising DotPH's and Namesphere's 50% indirect interest in the .spa TLD via NSPH Limited (or such other entity as may be nominated by DotPH), or alternatively DotPH's 30% direct interest in the .spa TLD;
5. Further to item 4 above, damages for any loss and damage caused by the breach of the Investment Agreement (including, without limitation, delay for vesting such interests in the .spa TLD in NSPH Limited and/or DotPH);
6. Alternative to items 4 and 5 above, damages in lieu of specific performance and/or for breach of the Investment Agreement to be assessed;

(C) Against Edmon Chung and the 5th to 9th Defendants

7. Damages for procuring DotAsia's breach of contract (i.e. the Investment Agreement) to be assessed;

(D) Against all Defendants

8. Interest;
9. Costs; and
10. Further or other relief as deemed fit by this Honourable Court.

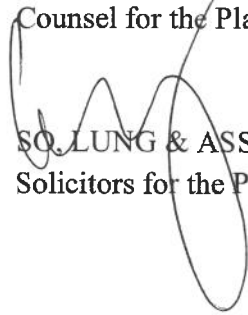
AND THE 2nd PLAINTIFF CLAIMS AGAINST ASWPC:

11. An order for specific performance of the Cooperation Agreement and/or Supplemental Cooperation Agreement, i.e. that ASWPC do forthwith assign and transfer 50% of the interests in the .spa TLD to NSPH Limited (or such other entity as may be nominated by DotPH), together with damages to be assessed for any loss and damage caused by the breach of the Cooperation Agreement and/or Supplemental Cooperation Agreement (including, without limitation, delay in vesting such interests in NSPH Limited);

12. In the alternative, damages in lieu of specific performance and/or for breach of the Cooperation Agreement and/or Supplemental Cooperation Agreement to be assessed.
13. Interest;
14. Costs; and
15. Further or other relief as deemed fit by this Honourable Court.

Dated this 19 day of October 2020

JENKIN SUEN SC
KEVIN LAU
Counsel for the Plaintiff


SO LUNG & ASSOCIATES
Solicitors for the Plaintiff

HCA 1767 / 2020

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 1767 OF 2020

BETWEEN
DotPH Domains Inc.
NSPH Limited

1st Plaintiff
2nd Plaintiff

and

Asia Spa and Wellness Promotion Council Limited
DotAsia Organisation Limited
Namesphere Limited
Chung Wang On Edmon
Lim Choon Sai
Sathees Babu Chellikattuveli Sivanandan
Atsushi Endo
Lianna Galstyan
Maureen Moari Marama Hilyard

1st Defendant
2nd Defendant
3rd Defendant
4th Defendant
5th Defendant
6th Defendant
7th Defendant
8th Defendant
9th Defendant

I believe that the facts stated in the following document(s) are true: -

- Pleading: Statement of Claim issued on 19 day of October 2020.
- Particulars of the Statement of Claim issued on 19 day of October 2020.
- Amendment of _____ (state the name of the pleading amended) made on _____ (date).
- Witness statement _____ (name of the witness) served/filed* on _____ (date).
- Expert report made by _____ (name of the expert) disclosed to the _____ (name of the party to which the report is disclosed) on _____ (date).
- Others: _____

Name : Jose Emmanuel Mercado Disini

Title : Director

Signed : 

Date : 19th October 2020

*[Statement of Claim]

The Plaintiff's claim is for _____

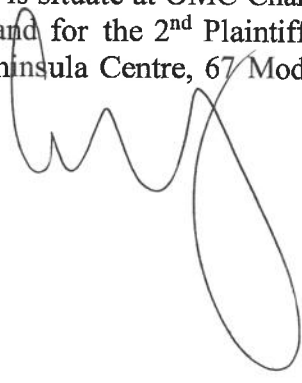
*Where words appear between square brackets, delete if inapplicable.

*(Signed if statement of claim indorsed.)

A statement of claim must be verified by a statement of truth in accordance with Order 41A of the Rules of the High Court (Cap. 4 sub. leg. A).

(Where the Plaintiff's claim is for a debt or liquidated demand only: If, within the time for returning the Acknowledgment 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 Solicitor.)

THIS WRIT was issued by Messrs. So, Lung & Associates of 15th Floor, China Taiping Tower, Phases 1 & 2, 8 Sunning Road, Causeway Bay, Hong Kong, Solicitors for the 1st Plaintiff, DotPH Domains Inc., whose registered office is situate at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands, and for the 2nd Plaintiff, NSPH Limited, whose registered office is situate at 1113, 11/F., Peninsula Centre, 67 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong.

A handwritten signature in black ink, consisting of several loops and a long tail, positioned to the right of the text block.

[申索陳述書]

原告人就下述各項提出申索 _____

*方括號內字句如不適用請予刪去。

*(如註有申索陳述書，請簽署。)

申索陳述書必須按照《高等法院規則》(第4章，附屬法例A) 第41A號命令，以屬實申述核實。

(凡原告人只就一筆債項或經算定的索求款項提出申索：如在交回送達認收書的時限內，被告人支付所申索的款額以及\$_____作為訟費，則進一步的法律程序會被擱置。該筆款項必須付給原告人或其律師。)

本令狀是由代表上述原告人的_____律師事務所發出，其地址為_____而該原告人的地址則為_____

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 1767 OF 2020

BETWEEN

DotPH Domains Inc. 1st Plaintiff
NSPH Limited 2nd Plaintiff

and

Asia Spa and Wellness Promotion Council Limited 1st Defendant
DotAsia Organisation Limited 2nd Defendant
Namesphere Limited 3rd Defendant
Chung Wang On Edmon 4th Defendant
Lim Choon Sai 5th Defendant
Sathees Babu Chellikattuveli Sivanandan 6th Defendant
Atsushi Endo 7th Defendant
Lianna Galstyan 8th Defendant
Maureen Moari Marama Hilyard 9th Defendant

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct a Solicitor to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he or his Solicitor may have to pay the costs of applying to set it aside.

See Notes 1, 3,4 and 5.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

See Direction 3. 3. If the only remedy that the Plaintiff is seeking is the payment of a liquidated amount of money or the payment of an unliquidated amount of money, state whether the Defendant intends to make an admission (tick appropriate box).

yes no

If yes, the Defendant may make the admission by completing Form No. 16 or Form No. 16C (as the case may require) accompanying the Writ of Summons.

Where words appear between square brackets, delete if inapplicable

Service of the Writ is acknowledged accordingly.

(Signed) [Solicitor] ()

[Defendant in person]

Address for service

Notes as to Address for Service

Solicitor. Where the Defendant is represented by a Solicitor, state the Solicitor's place of business in Hong Kong.

Defendant in person. Where the Defendant is acting in person, he must give his residence OR, if he does not reside in Hong Kong, he must give an address in Hong Kong where communications for him should be sent. In the case of a limited company, "residence" (居所) means its registered or principal office.

SO, LUNG & ASSOCIATES
Solicitors for the 1st and 2nd Plaintiffs
15th Floor, China Taiping Tower, Phases 1 & 2,
8 Sunning Road, Causeway Bay,
Hong Kong
Tel.: 3896 2600
Fax: 3107 1100
Ref: LG-21224/EL

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 1767 OF 2020

BETWEEN

DotPH Domains Inc. 1st Plaintiff

NSPH Limited 2nd Plaintiff

and

Asia Spa and Wellness Promotion Council Limited 1st Defendant

DotAsia Organisation Limited 2nd Defendant

Namesphere Limited 3rd Defendant

Chung Wang On Edmon 4th Defendant

Lim Choon Sai 5th Defendant

Sathees Babu Chellikattuveli Sivanandan 6th Defendant

Atsushi Endo 7th Defendant

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Maureen Moari Marama Hilyard 9th Defendant

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Delay may result in judgment being entered against a Defendant whereby he or his Solicitor may have to pay the costs of applying to set it aside.

See Notes 1,
3,4 and 5.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

See Direction 3. 4. If the only remedy that the Plaintiff is seeking is the payment of a liquidated amount of money or the payment of an unliquidated amount of money, state whether the Defendant intends to make an admission (tick appropriate box).

yes no

If yes, the Defendant may make the admission by completing Form No. 16 or Form No. 16C (as the case may require) accompanying the Writ of Summons.

Where words appear between square brackets, delete if inapplicable

Service of the Writ is acknowledged accordingly.

(Signed) [Solicitor] ()

[Defendant in person]

Address for service

Notes as to Address for Service

Solicitor. Where the Defendant is represented by a Solicitor, state the Solicitor's place of business in Hong Kong.

Defendant in person. Where the Defendant is acting in person, he must give his residence OR, if he does not reside in Hong Kong, he must give an address in Hong Kong where communications for him should be sent. In the case of a limited company, "residence" (居所) means its registered or principal office.

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IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 1767 OF 2020

BETWEEN

DotPH Domains Inc. 1st Plaintiff

NSPH Limited 2nd Plaintiff

and

Asia Spa and Wellness Promotion Council Limited 1st Defendant

DotAsia Organisation Limited 2nd Defendant

Namesphere Limited 3rd Defendant

Chung Wang On Edmon 4th Defendant

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ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct a Solicitor to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he or his Solicitor may have to pay the costs of applying to set it aside.

See Notes 1, 3,4 and 5.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes no

See Direction 3. 5. If the only remedy that the Plaintiff is seeking is the payment of a liquidated amount of money or the payment of an unliquidated amount of money, state whether the Defendant intends to make an admission (tick appropriate box).

yes no

If yes, the Defendant may make the admission by completing Form No. 16 or Form No. 16C (as the case may require) accompanying the Writ of Summons.

Where words appear between square brackets, delete if inapplicable

Service of the Writ is acknowledged accordingly.

(Signed) [Solicitor] ([Defendant in person])
Address for service

Notes as to Address for Service

Solicitor. Where the Defendant is represented by a Solicitor, state the Solicitor's place of business in Hong Kong.

Defendant in person. Where the Defendant is acting in person, he must give his residence OR, if he does not reside in Hong Kong, he must give an address in Hong Kong where communications for him should be sent. In the case of a limited company, "residence" (居所) means its registered or principal office.

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Hong Kong
Tel.: 3896 2600
Fax: 3107 1100
Ref: LG-21224/EL

香港特別行政區
高等法院
原訟法庭

民事訴訟 20

年第

宗

原告人

及

被告人

傳訊令狀送達認收書

如你擬延聘律師代為行事，請立即將本表格交給他。

重要事項： 填寫本表格前請小心閱讀隨附的指示及填寫指引。如錯誤提供任何所需資料或該等資料有所遺漏，則本表格可能須予退回。

如有任何延遲，可能會導致登錄判被告人敗訴的判決，而被告人或其律師可能須支付申請將該判決作廢的訟費。

見指引 1、3、4 及 5。 1. 述明對有關令狀作認收送達或由他人代為對有關令狀作認收送達的被告人的全名。

2. 述明被告人是否擬就有關法律程序提出爭議。
(在適用的方格內加上“√”號)

是 否

見指示 3。 3. 如原告人尋求的唯一補救，是支付經算定款項或支付未經算定款項，述明被告人是否擬作出承認。
(在適用的方格內加上“√”號)

是 否

如擬作出承認，被告人可藉填寫隨附於傳訊令狀的表格 16 或 16C (視乎情況所需) 而作出承認。

方括號內字句
如不適用請予
刪去。

本人據此對有關令狀作認收送達。

(簽署) [律師] ()

[無律師代表的被告人]

送達地址

關於送達地址的備註

律師：凡被告人是由律師代表，述明該律師在香港的營業地點。

無律師代表的被告人：凡被告人是親自行事，被告人必須填上其居所，或如被告人並非居於香港，則必須填上一個給予他的通訊所應送交的香港地址。如屬有限公司，“居所”(residence)指其註冊或主要辦事處。

Acknowledgment of Service of Writ of Summons
(Order 12 rule 3)

Directions for Acknowledgment of Service

1. The accompanying form of ACKNOWLEDGMENT OF SERVICE should be detached and completed by a Solicitor acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Registry of the High Court at the following address: –

“LG1, High Court Building, 38 Queensway, Hong Kong.”

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings MUST ALSO file a DEFENCE which must be written in either the Chinese or the English language with the Registry and serve a copy thereof on the Solicitor for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words “Statement of Claim” appear at the top of the back), the Defence must be filed and served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If a Statement of Claim is not indorsed on the Writ, the Defence must be filed and served within 28 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to file and serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

The Defendant’s defence must be verified by a statement of truth in accordance with Order 41A of the Rules of the High Court (Cap. 4 sub. leg. A).

3. If the only remedy that the Plaintiff is seeking is the payment of a liquidated amount of money or the payment of an unliquidated amount of money, you may admit the Plaintiff’s claim in whole or in part by completing Form No. 16 or Form No. 16C (as the case may require) accompanying the Writ of Summons.

A completed Form No. 16 or 16C must be filed with the Registry of the High Court and served on the Plaintiff [or the Plaintiff’s Solicitors] within the period for service of the Defence.

4. A Defendant who wishes to dispute the jurisdiction of the Court of First Instance in the proceedings or to argue that the Court of First Instance should not exercise its jurisdiction in the proceedings, and wishes to apply to the Court of First Instance for an order staying the proceedings, must give notice of intention to defend the proceedings and make the application within the time limited for service of a defence.

See attached Notes for Guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Registry of the High Court.

[2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him and a writ served by post or by insertion through the Defendant's letter box is treated as having been served on the seventh day after the date of posting or insertion.]

(Note: Not applicable if the defendant is a company served at its registered office.)

3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".

4. Where the Defendant is a FIRM and a Solicitor is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "partner in the firm of (.....)" after his name.

5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.

6. Where the Defendant is a LIMITED COMPANY the form must be completed by a Solicitor or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings unless:

- (i) a Solicitor is acting on its behalf; or
- (ii) (a) if the Company has more than one director, a director of the Company is acting on its behalf and:
 - (A) the director has been authorized by the board of directors of the Company to act on its behalf in the proceedings; and
 - (B) the director has made and filed at the Registry of the High Court an affidavit stating that he has been authorized by the board of directors of the Company to act on its behalf in the proceedings and exhibiting –
 - (I) the original of the resolution authorizing the director to act on behalf of the Company; or
 - (II) a copy of such resolution duly certified by another person who must either be a director or the secretary of the Company; or
- (b) if the Company has only one director, the director of the Company is acting on its behalf.

7. Where the Defendant is a MINOR or a MENTAL Patient, the form must be completed by a Solicitor acting for a guardian *ad litem*.

8. A Defendant acting in person may obtain help in completing the form at the Registry of the High Court.

9. These notes deal only with the more usual cases. In case of difficulty a Defendant in person should refer to paragraph 8 above.

表格 14
傳訊令狀送達認收書
(第 12 號命令第 3 條規則)

關於送達認收書的指示

1. 隨附的送達認收書表格應由代表被告人行事的律師撕下和填寫，如被告人是親自行事，則應由被告人撕下和填寫。表格填妥後必須交付或以郵遞方式送交高等法院登記處，登記處的地址是：—

香港金鐘道 38 號高等法院大樓低層一樓 (LG1)。

2. 被告人如在其送達認收書中表示擬就有關法律程序提出爭議，則必須亦將一份抗辯書送交存檔，該抗辯書必須以中文或英文寫成，其文本並必須送達原告人的代表律師(或如原告人是親自行事，則送達原告人)。

如有關令狀註有申索陳述書(即在背頁上端出現“申索陳述書”等字)，則除非在對該令狀作認收送達的時限後 28 天內有要求作判決的傳票送達被告人，否則必須在該段時限內將抗辯書送交存檔和送達。

如有關令狀並無註有申索陳述書，抗辯書必須在申索陳述書送達被告人後 28 天內送交存檔和送達。

如被告人沒有在適當時限內將其抗辯書送交存檔和送達，則原告人可無須發出進一步通知而登錄判被告人敗訴的判決。

被告人的抗辯書必須按照《高等法院規則》(第 4 章，附屬法例 A) 第 41A 號命令，以屬實申述核實。

3. 如原告人尋求的唯一補救，是支付經算定款項或支付未經算定款項，你可藉填寫隨附於傳訊令狀的表格 16 或 16C (視乎情況所需)，承認原告人的整項申索或其部分。

填妥的表格 16 或 16C 必須在送達抗辯書的限期內，送交高等法院登記處存檔，並送達原告人 [或原告人的律師]。

4. 被告人如意欲對高等法院在法律程序中的司法管轄權提出爭議，或意欲辯稱高等法院不應在有關法律程序中行使其司法管轄權，並意欲向高等法院提出申請，要求作出擱置法律程序的命令，必須就法律程序發出擬抗辯通知書，並必須在送達抗辯書的時限內提出申請。

填寫指引

1. 每一名被告人(如被告人多於一名)均須填寫一份送達認收書，並將之交回高等法院登記處。
2. 為計算作認收送達的 14 天期限，面交送達被告人的令狀視作已在其交付被告人之日送達，而以郵遞或投入被告人信箱的方式送達的令狀，則視作已在投寄或投入被告人信箱之日後第 7 天送達。]

(備註：如被告人是一間公司而令狀是在該公司的註冊辦事處送達，則此條並不適用。)

3. 凡被告人是有別於其本身姓名或名稱的姓名或名稱被起訴，表格必須由他填寫，並須在第 1 段中加上“以(傳訊令狀所述明的姓名或名稱)之名被起訴”等字。
4. 凡被告人是一間商號，且並沒有延聘律師代為行事，表格必須由一名合夥人以其姓名或名稱填寫，並須在第 1 段中在其姓名或名稱之後加上“(.....)商號的合夥人”的描述。
5. 凡被告人是以個人身分以其本身姓名以外的名稱營業而被起訴，表格必須由他填寫，並須在第 1 段中在其姓名之後加上“以(.....)之名稱營業”的描述。
6. 凡被告人是一間有限公司，表格必須由律師或獲授權代表該公司行事的人填寫，但該公司不得在有關法律程序中採取進一步的步驟，除非—

(i) 有律師代該公司行事；或

- (ii) (a) (如該公司有多於一名董事) 該公司的某董事代表該公司行事，而：
- (A) 該董事已由該公司董事會授權在該法律程序中代表該公司行事；及
 - (B) 該董事已作出誓章，述明他已由該公司董事會授權在該法律程序中代表該公司行事，並將該誓章送交高等法院登記處存檔，該誓章內附—
 - (I) 授權該董事代表該公司行事的有關決議的正本；或
 - (II) 由另一人妥為核證的上述決議的副本，該另一人必須是該公司的董事或秘書；或

(b) (如該公司只有一名董事) 該公司的該董事代表該公司行事。

7. 凡被告人是未成年人或精神病人，表格必須由辯護監護人的代表律師填寫。
8. 親自行事的被告人可在高等法院登記處取得填寫表格的協助。
9. 本填寫指引只適用於比較普通的案件，親自行事的被告人如有困難應參閱上文第 8 段。

香港特別行政區
高等法院
原訟法庭
民事訴訟 20 年第 宗

原告人

對

被告人

傳訊令狀

日期： 年 月 日

蘇龍律師事務所
香港銅鑼灣新寧道 8 號
中國太平大廈 1、2 期 15 樓
電話：3896 2600
傳真：3107 1100
檔案號碼：Ref.:

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE

ACTION NO. 1767 OF 2020

BETWEEN

DotPH Domains Inc. 1st Plaintiff

NSPH Limited 2nd Plaintiff

and

Asia Spa and Wellness Promotion Council Limited 1st Defendant

DotAsia Organisation Limited 2nd Defendant

Namesphere Limited 3rd Defendant

Chung Wang On Edmon 4th Defendant

Lim Choon Sai 5th Defendant

Sathees Babu Chellikattuveli Sivanandan 6th Defendant

Atsushi Endo 7th Defendant

Lianna Galstyan 8th Defendant

Maureen Moari Marama Hilyard 9th Defendant

WRIT OF SUMMONS

Filed on: the day of 2020.

19 OCT 2020

MESSRS. SO, LUNG & ASSOCIATES
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