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# CK LIM LAW CHAMBERS

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Your Ref :  
Our Ref : L2023/253/HC/MiEquipment]

17 May 2023

MI TECHNOVATION BERHAD  
No. 20, Medan Bayan Lepas Technoplex  
MK12, Taman Perindustrian  
11900 Bayan Lepas  
Pulau Pinang.

**BY EMAIL/POST**

Dear Sirs,

Re: Pulau Pinang High Court  
Suit No. PA-22NCvC-82-05/2023  
Mi Technovation Berhad ... Plaintiff  
Chin Yong Keong ... Defendant

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We refer to the above matter and our letters dated 15.5.2023 and 16.5.2023.

2. Please find enclosed the updated summary write-up for your attention.

Thank you.

Yours faithfully,

*CK LIM LAW CHAMBERS*

Encl.

On 14.5.2023, the Company filed a writ in the Penang High Court against Chin Yong Keong (“CYK”) primarily for breach of employment contract, abuse of legal process and the false or misleading statements contained in CYK’s profile stated in the prospectus dated 9.5.2023 published by Edelteq Holdings Berhad pertaining to his employment history in the Company.

The relief sought for in the writ includes general damages and an injunction directing CYK to publish or cause to be published a statement notifying the Bursa Malaysia, as part of his disclosure obligation, all material events transpired since his email to the plaintiff dated 14.3.2019 leading to his employment with Edelteq Holdings Berhad, as pleaded in the statement of claim dated 14.5.2023.

Background of the claim. CYK was employed as the Company’s Chief Operation Officer cum General Manager since 2.7.2018. On 14.3.2019, CYK wrote to the Company alleging that the Company had breached the employment contract and demanded for the restoration of his responsibility, authority and scope of work which he claimed to have been taken away by the Company. Following which, an independent committee was set up to investigate CYK’s allegations. The independent committee found no evidence supporting CYK’s allegation. CYK disagreed with the independent committee’s findings and deemed himself constructively

dismissed. In breach of his employment contract, CYK refused to report to work since 26.3.2019. On 3.5.2019, he filed a representation for reinstatement under section 20(1) of the Industrial Relations Act 1967 (“the industrial dispute”). Despite having sought for a reinstatement to his former position in the Company under the industrial dispute, CYK joined Edelteq Holdings Berhad in April 2019. The industrial dispute proceeded to conciliation meetings in May and June 2019. On 19.7.2019, CYK withdrew his representation but without disclosing it to the Company. The Company subsequently discovered that a statement was published in the prospectus of Edelteq Holdings Berhad dated 9.5.2023, stating that he left the plaintiff in March 2019. The Company took the position that the aforesaid statement was false or misleading and that material facts were not disclosed including his repudiation of the employment contract in the Company. The said statement is calculated to mislead readers in that it gives in the impression that there was mutual termination of his employment contract. Hence, the writ to compel CYK to publish or cause to be published a statement notifying the Bursa Malaysia, as part of his disclosure obligation, all material events transpired since his letter to the plaintiff dated 14.3.2019 leading to his employment with Edelteq Holdings Berhad, as pleaded in the statement of claim dated 14.5.2023.

The writ has been fixed for case management on 29.5.2023. As at the date of this write-up, the Company's solicitors are taking steps to effect service of the writ on CYK.