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Leave given to include Dow Jones in suit

Ruslaini Abbas

KUALA LUMPUR, Fri. - Star Papyrus Printing Sdn Bhd has obtained leave from the High Court to include Dow Jones Publishing Company (Asia) Inc as a party in a RM150 million libel suit filed by businessman Mirzan Mahathir.

The leave was granted in chambers yesterday by a court deputy registrar following an ex-parte application by Star Papyrus' counsel Bhag Singh.

Under Order 11 of the Rules of the High Court 1980, leave is required before summons could be served against those outside the country's jurisdiction.

Dow Jones Publishing is based in Hong Kong.

Mirzan, group executive chairman of Konsortium Perkapalan Bhd, filed the suit on Jan 28 this year over Asian Wall Street Journal's article entitled Mahathir's Eldest Son Limits Ambitions written by G. Bruce Knecht which was front-paged on Jan 4 this year.

Star Papyrus is a subsidiary of the Star Publications Bhd.

In his suit, among other things, Mirzan claimed a paragraph in the article meant that he had built his business empire as a willing beneficiary of nepotism, favouritism and privilege and not on his own ability.

He said his feelings, person, professional and business reputation were seriously damaged and brought into public scandal, odium and contempt.

Mirzan claimed that the article gave the impression that he conducted his business affairs in an incompetent or negligent manner and had only survived because he had used his position as the Prime Minister's son and was bailed out by the Government under his father's influence.

Star Papyrus contended in its defence that it merely provided a room for Dow Jones Publishing's equipment to receive the negative print of the contents of the AWSJ transmitted by Dow Jones by electronics signals from Hong Kong.

It also provided staff to operate the equipment, newsprint paper and service for platemaking and bundling the journal.

Star Papyrus said the AWSJ was a newspaper and denied that it (Star Papyrus) published or authorised the publication of the journal.

The printer also denied that the disputed words in their natural or ordinary meaning and/or in their context bore or were understood to bear or were capable of bearing the meaning contended by Mirzan.

Star Papyrus contended that, in any event, Mirzan had consented to, or alternatively, assumed the risk of the widespread publication of the words by giving an interview, knowing that it would be published in a feature article containing his comment.

In reply to Star Papyrus's defence, Mirzan denied that he had consented or voluntarily assumed the risk of widespread newspaper publication of the words by giving the interview.

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