

Umno men's firm gets injunction against Ku Nan
MalaysiaKini.com
Jun 19, 2014

A group of bumiputera entrepreneurs today obtained an injunction against Federal Territories Minister and Umno secretary-general Tengku Adnan Tengku Mansor and two others from being involved in a joint venture project involving a five-hectare plot of land in Bukit Kiara.

Last week, Damai Kiaramas Sdn Bhd, owned by Umno members, filed a suit in the High Court in Kuala Lumpur against Tengku Adnan, also known as Ku Nan, for breach of contract.

The company claimed it had fulfilled all the conditions set by the ministry to develop the land, including getting the agreement of those living in longhouses in the vicinity for 32 years, to be placed in a mixed development project on the land.

However, the company claimed, Tengku Adnan had favoured a company owned by the Pavilion group to be given the project.

Today's ex-parte injunction was granted by judicial commissioner Kamaluddin Md Said.

Damai Kiaramas named its joint-venture partner Yayasan Wilayah Persekutuan, Tengku Adnan and the Pavilion group-owned Memang Perkasa Sdn Bhd as defendants in the suit.

They had since 2008 proposed to redevelop the five-hectare land, which was then part of the Bukit Kiara estate, large portions of which have become the Kuala Lumpur Golf Club and Kelab Golf Perkhidmatan Awam.

The displaced estate workers are staying in dilapidated longhouses on the five-hectare plot and pay monthly rental to the Kuala Lumpur City Hall.

Damai Kiaramas claimed it had obtained the backing of the then federal territories minister Raja Nong Chik Raja Zainal Abidin (right), and got the cabinet's support.

Yayasan Wilayah Persekutuan agreed to appoint Damai Kiaramas as a joint-venture partner on Dec 17, 2012, after it obtained signatures from all the longhouse residents to support the project, in which they would be placed in their new houses there.

A draft of the joint-venture company was produced several weeks later stating the terms that included the company having to pay RM60.702 million in land premium to Yayasan Wilayah Persekutuan.

A meeting was held between Raja Nong Chik, Yayasan Wilayah Persekutuan and Damai Kiaramas on Feb 22, 2013, at which they all agreed to the terms of the agreement and also agreed to the signing of the formal agreement only after the 13th general election.

Several declarations, general damages sought

However, with Raja Nong Chik having lost in the last general election, Damai Kiaramas had to deal with Tengku Adnan, the new minister in charge of the Federal Territories, and they held several meetings, last year and this year.

At subsequent meetings, the statement of claim from the firm states, Tengku Adnan requested that the land premium and return to be paid to Yayasan Wilayah Persekutuan, be increased from RM60.702 million to RM96 million.

Tengku Adnan allegedly asked that the amount be increased further to RM140 million and then to RM160 million, to which Damai Kiaramas is said to have reluctantly agreed.

The joint-venture agreement between Damai Kiaramas and Yayasan Wilayah Persekutuan was formally signed and a copy was sent to the foundation on Sept 17 last year.

However, on Dec 5 last year, Damai Kiaramas obtained a termination notice from Yayasan Wilayah Persekutuan, which stated that there was never an agreement between them, that Damai Kiaramas failed to comply with the foundation's demand and had not presented a detailed development plan.

Damai Kiaramas maintained that it briefed Tengku Adnan and the foundation representative on this on Sept 25 last year.

The company claimed the reasons for the termination of the joint-venture agreement came as an after thought, and that it tried to revive the project by agreeing to pay the RM160 million that Tengku Adnan sought for the foundation.

The company also demanded, in April this year, that Yayasan Wilayah Persekutuan reveals whether it had entered into an agreement with other companies to develop the project.

Damai Kiaramas claimed that all the defendants had hidded from its knowledge that secret negotiations had been carried out with Memang Perkasa and further claimed that there was interference from the firm.

Damai Kiaramas further claimed that because it had agreed to pay the RM160 million as demanded, the joint-venture agreement stands and that the action of the other party amounted to breach of agreement.

Hence, the company is seeking a declaration that the joint-venture agreement dated Sept 17 last year is constituted and continues, and wants another declaration that the termination notice is set-aside.

Damai Kiaramas also wants Yayasan Wilayah Persekutuan to continue with the joint venture and an order that any agreement that the foundation has with Memang Perkasa should be declared null and void.

It is also seeking general damages and any amount the court deems fit for loss of profit and exemplary damages.

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