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Dr M has explained so relook charges, A-G told

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KUALA LUMPUR: Tun Dr Ling Liong Sik is asking the Attorney-General to reconsider his three cheating charges in view of sworn evidence given by former prime minister Tun Dr Mahathir Mohamad in his trial.

His lead counsel Wong Kian Kheong said that Dr Ling, 69, had instructed him to send a representation to the A-G's Chambers to reconsider the charges.

"We will write a representation to the A-G's Chambers to reconsider his charges so that a decision can be made. This is following the evidence from the fourth defence witness (Dr Mahathir)," he told trial judge Ahmadi Asnawi at the end of afternoon proceedings here.

He said if the representation was rejected by the A-G, then the trial could resume in December.

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—WONG KIAN KHEONG

Upon meeting the parties in his chambers, Justice Ahmadi set Dec 4 for mention to know the outcome of the representation.

Lead prosecutor DPP Datuk Tun Abdul Majid Tun Hamzah said he had no objections for the trial to be rescheduled to December while awaiting the representation.

On March 9, Dr Ling, 69, was ordered by Justice Ahmadi to enter his defence over three charges of cheating the Government in relation to the Port Klang Free Zone (PKFZ) project.

Dr Ling is alleged to have deceived the Government by not revealing to the Cabinet an additional interest rate of 7.5% annually in the RM1.088bil (at RM25psf) purchase of the land for the PKFZ project at the Prime Minister's Office in Putrajaya between Sept 25, 2002 and Nov 6, 2002.

Dr Ling also claimed trial to two alternative charges of cheating, which carry a lesser penalty.

Earlier, independent expert Mok Chew Yin, 58, maintained that the base price of the land at RM25psf did not include interest.

Mok, who is an accountant and executive director of BDO Chartered Accountants, repeatedly said that the base price did not include interest whether for 10 years or 15 years repayment period.

He said he did not need to make any assumptions in his calculations with regard to the Sale and Purchase Agreement (SPA) to make his conclusions as the payment schedule was already set up in SPA whereby the amounts to be paid on each specific date are clearly set out.

"I just apply the discount rate of 8.25% on this repayment schedule in order to derive the present value at RM21psf which is special value determined by JPPH and discount rate of 8.25% was also determined by JPPH. Therefore, I did not need to make assumptions on cash flow," he said.