

Unwavering Resolve to Overturn a most convoluted case

Reported by Emjay Communications



Kuala Lumpur, Malaysia Dec 1, 2025 ([Issuewire.com](https://www.issuewire.com)) - Following an adverse court judgment delivered on 14 July 2025 against several defendants, including the Joint Management Body (JMB) and the developer, Mr. Peter Chan, the defendants instantaneously filed a stay and appeal to the judgment/order. Mr. Chan's resolve remains unshaken, viewing the initial setback as an opportunity to establish their unimpeachable integrity and righteousness, which has been the hallmark of the company's operations over two decades. His belief is firm, and his commitment to establish justice is

total. This position is fully supported by the company's meticulous conduct shown in volumes of documents with overwhelming mandates received from the majority of parcel owners in all the AGMs convened thus far.

Mr. Chan called for a general staff meeting and addressed them with powerful conviction, stating, "Although we lost our defense miserably in the case, we thank God for this, as this would give us the opportunity to shine. We have done not an iota of wrong, and we shall overturn everything at the appeal! We have full faith in God and His overriding justice!" This sentiment encapsulates the developer's confidence, which is rooted in factual, verifiable evidence, full compliance with all prevailing regulations, and community approvals.

The convoluted case hinged on three primary allegations tabled by a small group of litigant unit owners, which sought to delegitimise sound administrative and financial decisions made in the community's best interest. The first two central claims were purely financial: the JMB's alleged wrong to have paid **RM 179,968.00** for the construction of a tennis court and, separately, the alleged wrong to have paid the land premium of **RM 949,297.00** for the additional 1.6-acre land parcel that had been provided free to the JMB. A comprehensive study of the case's supporting documents decisively confirms that the developer and the JMB have been wholly dutiful, compliant, and honourable in all their decisions, rendering the plaintiffs' allegations entirely baseless.

The allegation concerning the tennis court expenditure is demonstrably unsound. The construction and payment were not only approved at the properly convened Second Annual General Meeting (AGM) on 6 December 2015 but were duly ratified at the Third AGM on 4 December 2016. The tennis court was not featured in the selling brochures and is not in their SPAs.

What makes this claim bizarre is the documented fact that the proposal was made by a unit owner who is a party in another action with the plaintiffs and seconded by another named plaintiff in the current suit. This means that the plaintiffs themselves had initiated and ratified the amenity's construction but initiated a case to sue over the decision made by them years later, which bizarrely reveals a profound lack of consistency and illicitness. Furthermore, the development was delivered in April 2014, yet this claim was only filed in November 2020—a lapse exceeding six years where the **Statute of Limitations** would apply to nullify this claim.

The second core allegation, concerning the land premium for the 1.6-acre parcel, is equally devoid of merit. The JMB did not, in fact, *acquire* the land in the manner suggested; the additional land, together with a substantial **five-storey car park structure**, was generously **donated pro bono** by the developer to the community. The plan for the addition of the land was from the conception of the development and had been openly disclosed to all. Every purchaser had executed the **Deed of Mutual Covenant (DMC)**, which explicitly authorised the developer to acquire additional land for collective benefit. **At the first official opportunity at its first AGM on 4 October 2014, the letter of donation was executed and handed by the landowner to the JMC at the first AGM confirming the ownership of the land by the JMB.**

As the JMB is the rightful owner, it is the legitimate party to pay the required land premium to the government when due. This action was entirely authorised and compliant with the prevailing legislation. The payment is sanctioned by **Clause 22(3) of Act 633** (governing the JMB prior to June 2015), permitting the use of the Building Maintenance Fund for "doing generally all things necessary for the maintenance and management of the common property." The subsequent **Strata Title Management Act 2013 (Act 757)** also authorises such expenditure, mandating the JMB to "do

such other things as may be expedient or necessary for the proper maintenance and management" of the common property.

All the decisions had been presented to the parcel owners for approval. The JMC approved the payment of the land payment of RM 949,297.00, and it had been ratified with overwhelming support at the AGM on 4 December 2016, with a vote count of **71 in favour versus only 6 against**. The tennis court expenditure received a unanimous **65 in favour and 0 against**. These overwhelming mandates demonstrate that the JMB is supported by the vast majority of the community.

It is unconscionable that the development, so properly managed and overwhelmingly supported, can be trailed at Court and rendered so convoluted by a handful of disgruntled individuals. **The Plaintiffs' petitions for freezing of accounts, appointment of an administrator, and a forensic audit were all granted to the Plaintiffs. How did it come about when not an iota of wrong had been established?**

THE DEFENDANTS NATURALLY HAD TO STAY THE ORDER AND TO FILE FOR AN APPEAL.

Despite all this, I believe the Malaysian legal system is still dependable, and there are just judges, we can expect that the Appeal Court will overturn all that is erroneous and secure the vindication that the JMB and the developer justly deserve.

“Our case has exposed the condition of this world, where one can give one’s most selflessly, as we have done, and yet be persecuted mercilessly and relentlessly! The villains and minions will finally grind their teeth and fade away.” Such is the confidence and faith that is in Peter Chan.



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