Neutral Citation Number: [2025] CIGC (FSD) 95

Cause No: FSD 2025-0206 (JAJ)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

BETWEEN:

LINKSURE GLOBAL HOLDING LIMITED

Plaintiff

-and-

(1) INFINITE SOLUTION LIMITED
(2) ANG TECK SHANG
(3) GABRIEL LI

Defendants

Appearances:	**Mr Tom Smith KC of counsel instructed by Mr Denis Olarou, Ms Jasmin Davies and Mr Daniel Watler of Carey Olsen for the Plaintiff** **Mr Adam Barrie of Mourant Ozannes for the First Defendant (observing only)**
Before:	**The Honourable Justice Jalil Asif KC**
Heard:	**16 September 2025**
Ex tempore judgment delivered:	**16 September 2025**
Finalised judgment approved:	**23 September 2025**

Civil procedure—leave to serve out of the jurisdiction—reliance on GCR O.11, r.1(1)(ff) where defendant was director or officer of another defendant

Civil procedure—extension of validity of writ to enable service by Hague Convention methods

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JUDGMENT

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1. This is an *ex parte* summons filed on 22 August 2025 seeking, first of all, leave to serve the Second and Third Defendants out of the jurisdiction pursuant to GCR O.11, r.1(1)(c) and (ff); and secondly, seeking an extension of the validity of the writ to enable that service to take place before the expiry of the writ.

2. Very briefly, the claim concerns an alleged conspiracy by the Defendants to cause financial damage to the Plaintiff, which arises out of a commercial transaction involving the Plaintiff and the Defendants.

3. I am not going to take time in this judgment to describe in detail the nature of the commercial relationship. I think it is sufficient simply to say that the First Defendant was an investor in the Plaintiff, and the Second Defendant was a nominated director of the Plaintiff company, nominated by the First Defendant and its ultimate owners. The Third Defendant is a director of the First Defendant company.

4. In broad summary, the Plaintiff was intending to pursue an IPO. Its allegation against the Defendants is that the three Defendants conspired together to prevent that IPO proceeding because the Defendants took the view that it was in their financial interests for them to cause the Plaintiff to have to comply with a put option, which they were entitled to exercise if the Plaintiff did not complete an IPO by a certain date, and that they would gain substantially more financially from that outcome.

5. I have no doubt that the Plaintiff's claim will be hotly contested by the Defendants, but certainly at this stage, I am satisfied on the evidence that I have seen that there is a serious issue that ought to be tried between the Plaintiff and the Defendants on the Plaintiff's alleged claim.

6. I am also satisfied that there is a good arguable case that the Second and Third Defendants are necessary or proper parties within the scope of GCR O.11, r.1(1)(c), given that the Plaintiff's claim is that the three Defendants were all participants in the alleged conspiracy. Further, I am also satisfied

that there is a good arguable case that the Second and Third Defendants are within gateway (ff) in that they are directors of Cayman Islands companies and the claims against them arise out of their conduct as directors of those companies.

7. Now, I pause here to mention that there is a slightly unusual aspect about the application under gateway (ff). The way in which the case is put as against the two Defendants under (ff) is slightly different. The case against the Second Defendant is the usual claim that he was a director of the Plaintiff company, and he is alleged to be in breach of his duties in that capacity, such that the Plaintiff has a claim against him for breach of his fiduciary duty owed to the Plaintiff.

8. In contradistinction, GCR O.11, r.1(1)(ff) is said by Mr Smith to be satisfied in respect of the Third Defendant because he is a director of the First Defendant company, and the subject matter of the Plaintiff's claim relates to the Third Defendant's conduct as a director of the First Defendant. This is notwithstanding that the Third Defendant would not owe any duties directly to the Plaintiff as a director of the First Defendant. That is not the usual way in which a claim for jurisdiction under GCR O.11, r.1(1)(ff) tends to be put but, in my judgment, having heard what Mr Smith has to say on the construction of (ff), I conclude that it is at least reasonably arguable that (ff) is drafted sufficiently widely to cover that situation.

9. As far as the issue of forum is concerned, I am satisfied that the Cayman Islands is clearly the most appropriate forum for the determination of the Plaintiff's claim against the three Defendants, and that is notwithstanding the likelihood that there will be few, if any, witnesses physically located within the Cayman Islands and there is currently uncertainty about where, globally, the relevant documents, will eventually be located.

10. In my view, there is considerable weight to be given to the fact that the Plaintiff and the First Defendant are both Cayman Islands companies. The conduct in question involves alleged breaches of duty as directors of Cayman Islands companies and the case is clearly going to involve largely, if not entirely, issues of Cayman Islands law.

11. I also bear in mind, as Mr Smith has argued, that there is no other single jurisdiction which appears to be a more convenient forum for the trial of this matter than the Cayman Islands. Realistically, the

only competing jurisdictions are Singapore, where the Second Defendant is located, and Hong Kong, where the Third Defendant is located. If the claim is not tried in the Cayman Islands, then there is no single jurisdiction where all parties will be present, and there is the additional handicap that if the case is not tried in the Cayman Islands, then all parties will have to adduce expert evidence on Cayman Islands law, adding to the cost of determination of the issues between the parties.

12. For those shortly expressed reasons, I am satisfied that the Cayman Islands is the most appropriate forum for determination of the Plaintiff's claim.

13. With all of the requirements for leave to serve out having been satisfied, I will therefore make the orders sought, for leave to serve the Second Defendant in Singapore by the Hague Convention route, and the Third Defendant in Hong Kong by personal service by a local agent.

14. The second part of the summons, as I indicated, is an application for an extension of the validity of the writ. The writ in this matter was issued on 21 July 2025, and so its validity will expire on 20 January 2026 unless extended.

15. The Plaintiff has pre-emptively requested that I extend the validity of the writ for 4 months as a precautionary measure, given that Hague Convention Service on the Second Defendant in Singapore may take significantly longer than 4 months to achieve (the remaining period of the validity of the writ) and it is difficult to predict in advance quite how long will be required.

16. Looking at GCR O.6, r.8, sub-rule (2), provides:

> *"(2) Subject to paragraph (3), where a writ has not been served on a defendant, the Court may by order extend the validity of the writ from time to time for such period, not exceeding 4 months at any one time, beginning with the day next following that on which it would otherwise expire, as may be specified in the order, if an application for extension is made to the Court before that day or such later day (if any) as the Court may allow."*

Sub-paragraphs (3) and (4) then go on to provide that:

> *"(3) Where the Court is satisfied on an application under paragraph (2) that, despite the making of all reasonable efforts, it may not be possible to serve the writ within 4 months, the Court may, if it thinks fit, extend the validity of the writ for such period, not exceeding 12 months, as the Court may specify.*
>
> *(4) Before a writ, the validity of which has been extended under this rule, is served, it must be marked with an official stamp showing the period for which the validity of the writ has been so extended."*

17. Although Mr Smith did not go into the law on extensions of the validity of a writ, including *Kleinwort Benson Ltd v Barbrak Ltd* [1987] AC 597 and *Weavering v Ernst & Young Chartered Accountants* [2014] 1 CILR 296, in his oral submissions, he fully addressed that topic in his written skeleton argument. I have no doubt that this application to extend the writ has been made promptly and there is good reason for the Plaintiff making its application to extend the validity of the writ at this time, given the necessity of using the Hague Convention route to achieve effective service on the Second Defendant in Singapore. It is notorious that Hague Convention service takes a substantial amount of time, simply because different government bodies are involved at different stages of the process.

18. Notwithstanding that the Plaintiff's summons sought an order under GCR O.6, r.8(2) for an extension of 4 months, it seems to me that there is a real risk that an extension of 4 months, giving an overall period of validity of the writ of 10 months and when two of those months have already passed, may not be sufficient to allow for completion of service of the writ within the period of its validity.

19. Upon my raising that issue with Mr Smith, he gratefully adopted the suggestion that the Court ought to extend the validity of the writ by 6 months, rather than 4, and it seems to me that that is a sensible thing to do because there is a real risk that it may not be possible to serve the writ upon the Second Defendant within the period of validity of the writ if I only extend the writ for 4 months from the end of its validity on 20 January 2026.

20. As I indicated during the course of the argument, I will give the plaintiff liberty to apply for a further extension of the validity of the writ, if the advice that it receives from its Singapore attorneys is that the remaining validity of the writ of some 10 months or so may still not be sufficient to allow the writ to be served upon the Second Defendant.

Dated 23 September 2025

THE HONOURABLE JUSTICE JALIL ASIF KC
JUDGE OF THE GRAND COURT