

HONG KONG / JUDGMENT

BIZONIC.COM LTD v. PORTALVISION.COM LTD

COURT

District Court

DECIDED

31 October 2007

CASE / FILE NUMBER

DCCJ2552/2006

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bjbj DCCJ2552/2006 IN THE DISTRICT COURT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION CIVIL ACTION NO. 2552 OF 2006 BETWEEN BIZONIC.COM LIMITED Plaintiff and PORTALVISION.COM LIMITED Defendant Coram: H H Judge Chow in Chambers (Open to the public) Date of Hearing: 31 October 2007 Date of Decision: 31 October 2007

JUDGMENT

By a written Software Development Agreement dated 23.6.2005 signed between the Plaintiff and the Defendant, the Defendant agreed to develop a custom made software, webpage platform, database management system and supply website building up and creative design service for creating a B2B electronic marketplace system in electronic component industry of the Plaintiff in accordance with the specifications set out in the said agreement at \$80,000. But the Defendant failed to complete and deliver the Development Work in accordance with the development schedule set out in the Second Schedule of the said agreement, either on the agreed days or at all, and it also failed to remedy the said breaches committed by it, although the Plaintiff, through its solicitors, had given to the Defendant (a letter) on 26 January 2006 to remind the Defendant of the said matters. Then on 21 February 2006, the Plaintiff has written a letter to the Defendant to accept the Defendant's conduct as a repudiation of the said agreement. Because of the breach of the said agreement committed by the Defendant, the Plaintiff suffered the following loss and damages particularised as follows:

- (1) The deposit amount already paid to the Defendant by the Plaintiff \$48,000
- (2) Wasted costs for the Development Work including:
 - (a) payment to the Asiapay for the PayDollar eCommerce Payment Service Setup Fee and monthly fee \$4,960
 - (b) payment to the equipment for the purpose of supporting the Development Work - IBM server \$27,900

- (c) less: the resale of the IBM server (\$3,000)
- (3) Additional charges for instructing another consultant to develop the Development Work \$32,000 The total amount due is \$109,860 but the Plaintiff only claimed \$96,759. There is no evidence relating to the loss of profit adduced by the Plaintiff before this court, so I will not make any order in this respect. I order that the Defendant to pay, within 14 days from today, the sum of \$96,759 to the Plaintiff, together with interest, commencing from 25 May 2006 until satisfaction, at judgment rate. The Defendants to pay costs of these proceedings to the Plaintiff, to be taxed, if not agreed. (Chow) District Court Judge Ms S K Hui, of Messrs Huen & Partners, for the Plaintiff Defendant, in person, absent PAGE - PAGE CRT7/31.10.2007/SA DCCJ2552/2006/Judgment A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K L M N O P Q R S T U V &`#\$ Normal.dot setup Microsoft Word 9.0 Judiciary Hong Kong SAR Title Microsoft Word Document MSWordDoc Word.Document.8

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