

HONG KONG / JUDGMENT

LCFM v. LSF

[2024] HKCA 852

COURT

Court of Appeal

DECIDED

10 September 2024

CASE / FILE NUMBER

CAMP339/2023

Source: legalref.judiciary.hk · Research copy typeset by Esheria. Not court-issued or certified.

CAMP 339/2023, [2024] HKCA 852

On Appeal from [2023] HKFC 121

IN THE HIGH COURT OF THE

HONG KONG SPECIAL ADMINISTRATIVE REGION

COURT OF APPEAL

MISCELLANEOUS PROCEEDINGS NO. 339 OF 2023

(ON AN INTENDED APPEAL FROM FCJA NO. 2346/2018)

BETWEEN

LCFM

1st Applicant

and

LSF

2nd Applicant

Before: Hon Barma JA and Ng J in Court

Dates of Written Submissions: 3 and 17 November 2023

Date of Judgment: 10 September 2024

J U D G M E N T

Hon Ng J (giving the Judgment of the Court):

Introduction

By Summons filed on 3 November 2023 (“Summons”), the 2nd applicant (“H”) renews his application for leave to appeal against the Order made in para 93(a) of the decision of HH Judge G. Own (“Judge”) dated 30 June 2023 (“Decision”) whereby the Judge dismissed inter alia para 2 of H’s Amended Summons filed on 22 April 2021 in the Family Court (“2021 Amended Summons”), as well as paras 93(b) and (c) of the Decision which dealt with costs.

Under para 2 of the 2021 Amended Summons, H sought an Order inter alia that H be released from the undertaking to the Court and to the 1st Applicant given in Recital paragraph H (“Undertaking H”) of the Consent Order made by the Judge dated 18 June 2019 (“Consent Order”) whereby the Judge gave the 1st Applicant free access to a property located in Marina Cove, 280 Hiram’s Highway, New Territories (“Property”) and the facilities therein during their joint lives.

By way of background, the 1st applicant (“W”) is the former wife of H. They are the parents of two daughters (“Children”), who were born in 2008 and 2011. Upon the applicants’ joint application for divorce filed in May 2018, a decree nisi was made in January 2019, whereupon joint custody of the Children was granted to the applicants.

The parties sought to resolve the question of financial settlement by way of a Consent Summons dated 17 June 2019 the terms of which were embodied in the Consent Order of 18 June 2019.

The substantive terms of the Consent Order were preceded by Recitals paragraph (A) to (I) which contained various acknowledgement(s), agreement(s) as well as undertakings made by H to the Court and to W. Undertaking H was one of the four undertakings given by H in the Consent Order.

By the 2021 Amended Summons, H sought various reliefs over children’s matter and financial arrangement between the parties, as well as a release of H’s undertakings at Recital paragraphs C and H in the Consent Order. A release of Recital paragraph C is no longer pursued in this Court.

The Trial of the 2021 Amended Summons and the Decision

The trial of the 2021 Amended Summons was heard before the Judge for a total of 3.5 days, during which both H and W gave evidence and were cross-examined.

H’s case as regards Undertaking H was set out in paras 24 to 26 of the Decision as follows:

“24.

In respect of the claim for release from the undertaking in Recital (H), H referred to his agreement with W that some form of “nesting arrangement” would be set in place to care for the 2 children. Given that H need to travel out of Hong Kong for work from time to time, whenever he was not in Hong Kong, W could have access to his house to take care of the 2 children (including overnight if necessary). Whenever he was in Hong Kong, W would have to live in her own accommodation. H would take care of the 2 children himself with the assistance of 2 live-in domestic helpers.

25.

It was W who misread into the meaning of the term “free access” in Recital (H) and insisted having the right to enter and stay in his house anytime during their joint lives. H was also complaining that W refused to move out from his house. W even occupied the master bedroom and asserted that she was allowed to continue living at his house for the rest of her life.

26.

In July 2020, H through his lawyers proposed to W implementation of the “nesting arrangement” in that whilst he was not travelling, there should be a week on week off caring arrangement for the 2 children. However, W through her lawyers rejected and said such proposed 50/50 shared care arrangement would not be beneficial to the 2 children.”

W’s case as regards Undertaking H was set out in paras 29 to 32 of the Decision as follows:

“29.

W’s case was that the undertaking in Recital (H) was given by H in return for her to give up her rights for full disclosure and discovery of H’s means and assets. This could be seen from Recital (A). It was also in return for her to give up her rights to claim H’s assets. This could be seen from Recital (B) of the 18/6/2019 Consent Order.

30.

W said H had on a number of occasions tried to put a limit on her spending of the 2 credit cards that he had offered for her use. H’s then lawyers Messrs. Pansy Leung, Tang & Chua, Solicitors (“PLTC”), had once put down the figure of \$100,000 and \$50,000 in the draft Consent Summons as the credit card spending limit. Given that there was only \$5,000 per month for each child as monthly maintenance, W said it would be unlimited spending on the supplementary credit cards for the expenses of the 2 children during their joint lives.

31.

For H’s complaint over her spending on accommodation at Hong Kong Parkview charged upon his Amex Card, W said it was because H had been in blatant breach of Recital (H) by inhibiting her free access to his house and that H had also evicted her and the children on 25/6/2020. Therefore, H should be fully responsible for the costs of such temporary accommodation.

32.

All in all, W said it was H who was now seeking unilaterally to be released from performing undertaking(s) which he had provided in return for her to settle the case with him. W maintained that she had compromised her rights and entitlements in return for accepting H's undertaking(s). By filing the present application, H was trying to reduce his financial obligations to her and the children."

In reaching the Decision, the Judge made various material findings and observations at the following paragraphs based on the evidence at trial.

(1)

"40.

It could hardly be denied by H that ancillary reliefs had already been settled globally through the parties' consensual arrangement and embodied within the 18/6/2019 Consent Order, which was a binding and enforceable order ever since it was granted. As rightly submitted by W's Counsel which I agree, W accepted the spousal maintenance of HK\$120,000 a month for herself and HK\$10,000 a month for the 2 children (HK\$5,000 a month for each child) in return for not asserting her rights of discovery against H. But for the undertaking(s) given by H, there was every reason for W not to agree to the amount of the spousal maintenance and/or the children's maintenance and to pursue them to the fullest extent (if so advised)...

41.

Given that both Recitals (C) and (H) contained voluntary undertakings provided by H personally, as part and parcel of the whole consensual arrangement with W, there was no room for H to be able to "set the clock back" now or to re-visit matters of discussion or his subjective understanding at the time when he provided his undertaking(s) in return for (emphasis added) obtaining W's agreement to the spousal maintenance and children's maintenance..."

(2)

"50.

There are 3 separate occasions spanning over a period of 13 months where H had signed 3 separate Consent Summonses dated 18/5/2018, the 2nd Consent Summons dated 10/7/2018 and the 3rd Consent Summons dated 17/6/2019 when he undertook thrice, inter alia, the following :-

(a)

To provide W with free access to his house and the facilities situated therein during their joint lives (emphasis added)...

51.

In all the 3 Consent Summonses, H also agreed, inter alia, the following monetary payments :-

(a)

To pay a lump sum of HK\$ 33 million to W;

(b)

To pay spousal maintenance of HK\$120,000 a month to W; and

(c)

To pay maintenance for the 2 children at HK\$5,000 per child per month, totaling HK\$10,000.

52.

Further, in each of the 3 Consent Summonses, H confirmed in writing thrice that W's lawyers had explained to him his right to seek independent legal advice on the contents and the signing of the Consent Summonses."

(3)

"54.

On 5/6/2019, PLTC wrote to W's lawyers attached with a draft Consents Summons ("PLTC's draft"). Although PLTC's draft also contained provisions on spousal maintenance at HK\$120,000 a month and the 2 children's maintenance at HK\$10,000 a month (that is, HK\$5,000 a month per child), the duration of these maintenance was drafted in accordance with the "maximum term" afforded under the Matrimonial Proceedings and Property Ordinance, Cap.192 ("MPPO"). The spousal maintenance was drafted to last until the joint lives of the parties or remarriage of W, whichever is the shorter. The children's maintenance was drafted to last until the children respectively attains the age of 18 or ceases full time education, whichever is the later. The PLTC's draft Consent Summons also referred to W having already received the lump sum of HK\$33 million from H.

55.

There was no undertaking by H to give "free access" to W to H's house in PLTC's draft. Instead and to the contrary, W was required to move out from H's house on or before 31/7/2019...

56.

PLTC's draft was not accepted by W and was not signed. It turned out that H chose to act in person in place of PLTC on 17/6/2019. H also signed the 3rd Consent Summons on the same date of 17/6/2019, which was filed on 18/6/2019.

...

63.

Upon obtaining legal advice and assistance from his then lawyers PLTC later, PLTC produced a draft Consent Summons on his behalf for signing by W. In this draft, H did not provide any “free access” to W but instead required W to move out from his house by 31/7/2019. However, H did not insist or further pursue upon it when it was not signed by W. It just happened that H decided to sign the 3rd Consent Summons drafted by W’s lawyers. He had, for the 3rd time, been informed and acknowledged in writing that he had the right to seek independent legal advice on the contents that he was signing.”

(4)

“67.

I do not accept H’s case that there was “material change of circumstances” when W chose to enter and stay in his house and refused to move out. The PLTC’s draft with the undertaking of W to move out was never signed. At all material times during the marriage and even during their separation, W was enjoying “free access” to H’s house and the facilities therein. Recital (H) of the 18/6/2019 Consent Order was, in my view, reinforcement of her long existing free access and not something new or otherwise to support any finding of “material change of circumstances”. The most or the best which H could possibly argue, of which there was no such finding, was that there was a change of mind of W. This could not be taken as any “material change of circumstances” submitted by H.

68.

Any spending by W charged upon H’s supplementary Amex Centurion Card and Citibank Credit Card, even if proved to be unauthorized, could not be misconstrued as ‘material change of circumstances’.”

(5)

“73.

...H agreed that he had read and understood the terms of the 3rd Consent Summons before putting his signature on it. He also agreed under cross examination... that it was his informed decision (emphasis added) to enter into the 3rd Consent Summons.

74.

Further, when being cross examined by W’s Counsel, H also agreed that he decided to sign the Consent Summonses because he wanted to make things simple and have a quick and amicable settlement. W’s Counsel also referred H to his words of being “pressurized” by W as to what he actually meant. H then gave the unequivocal answer that he said he was being “pressurized” because W had told him that she would not change anything. Upon the follow-up question from me, H confirmed that that was the only pressure (emphasis added) he was subjected to when he signed the 3rd Consent Summons.

75.

With H's academic background as a university graduate in mechanical engineering in Scotland with no difficulty of understanding English and also a businessman by occupation for years being fully considered, I am not convinced that there was any "pressure" for him to sign the 3rd Consent Summons.... H's viva-voce evidence under oath also does not stand up for proof that he was being "pressurized" to provide the undertakings as per Recitals (H) and (C) in the 3rd Consent Summons."

In the end, the Judge refused to release H from Undertaking H of the Consent Order.

On 28 July 2023, H filed a Summons for leave to appeal against the Decision. H's application was determined by the Judge on paper. By a decision dated 20 October 2023 ("the Leave Decision"), the Judge held that H's appeal did not have a reasonable prospect of success and that there were no other reasons in the interests of justice that the appeal should be heard. H's application for leave to appeal was accordingly dismissed.

Deliberation

Leave to appeal shall not be granted under section 63A of the District Court Ordinance, Cap 336 unless this court is satisfied that the appeal has a reasonable prospect of success or there is some other reason in the interests of justice that the appeal should be heard. The relevant test of whether an appeal has a reasonable prospect of success under section 63A is whether the applicant for leave can show that he has an arguable case with reasonable chances of success on appeal. A reasonable prospect of success therefore means an appeal with prospects that are more than "fanciful" but which do not need to be shown to be "probable": *KNM v HTF HCMP288/2011* unrep., 7 September 2011 per Fok JA (as he then was).

It is well-established that the Court of Appeal may only interfere with the exercise of the judge's discretion in accordance with the principles in *Hadmor Productions Ltd v Hamilton* [1983] 1 AC 191.

Hence, the grounds on which an appellate court is entitled to interfere with an exercise of discretion are limited and it cannot interfere merely because it would have reached a different conclusion had it been hearing the application at first instance. It can only interfere in three cases: (1) where the judge has misdirected himself with regard to the principles in accordance with which his discretion had to be exercised; (2) where the judge, in exercising his discretion, has taken into account matters which he ought not to have done or failed to take into account matters which he ought to have done; or (3) where his decision is plainly wrong: *Bright Shipping Ltd v Changhong Group (HK) Ltd (No.2)* [2019] 5 HKLRD 30 at [5] per Kwan VP.

H has put forward 3 grounds of appeal in the draft Grounds of Appeal.

Ground 1

“The Judge misdirected himself as to the law of when a party could be released from an undertaking, or when it may be “varied”. He applied too narrow a test of the circumstances in which a review could be undertaken of an undertaking. He adopted an approach which was too narrow and black letter when he should have given effect to the spirit of the parties and achieving what was fair.” (emphasis added)

In his written submissions dated 3 November 2023 (“H’s Skel”), H submits:

The Judge incompletely summarised the principles in paragraphs 16-20 of the Decision. He referred to *Birch v Birch* [2017] 1 WLR 2959, *L v C*, FCMC No. 5952/2012 unrep., 3 July 2015, Deputy Judge Grace Chan (as she then was), and *Wang Linping v Huang Keqin* [2020] HKCFI 256 (Q Au-yeung J). The Judge made an important omission in not considering the decision of HHJ Melloy in *D v D* [2021] HKFC 48, or the Court of Appeal decision of *AEM v VFM* [2008] 3 HKLRD 36.

By not giving any or any sufficient weight to *D v D* and *ABM v VFM*, the Judge was led into error. *D v D* had expressly described the Court’s overall goal should be to achieve fairness. The Judge was enjoined to have regard to all the circumstances of the case. This included the basis upon which the parties originally entered into the 2019 Order. The Judge should also have considered whether there has been any material change of circumstances. He should have adopted the approach that the Court has a very wide discretion when considering whether or not to discharge an undertaking. *AEM v VFM* is authority for the Court to consider all relevant circumstances and to look at the matter afresh.

This Court does not accept H’s submissions.

First, the 2021 Amended Summons which led to the Decision was for a release of Undertaking H, not to vary it. Nor is there a replacement Undertaking on the face of the 2021 Amended Summons. This is to be contrasted with para 3 of the 2021 Amended Summons in which H sought to be released from Undertaking C in the Consent Order and offered a replacement undertaking in its place.

Thus the present application is not about raising a point of law not previously raised before the Judge – there was simply no application before the Judge to vary Undertaking H or to replace it with another one. H just wanted to completely get out of an undertaking he had voluntarily given to the Court and W in the circumstances set out above.

Second, *D v D* concerned an application, made by a Petitioner husband, in which he sought either to be discharged from a number of undertakings given by him in a consent order dated the 26 July 2010 in their entirety, or alternatively for other undertakings to be accepted in their place. At para 22, HH Judge Melloy observed as follows:

“22.

...It seems to me that the court has a very wide discretion when considering whether or not to discharge an undertaking or to accept a different undertaking in its stead. As with an application to vary under s. 11 (7) of the Matrimonial Proceedings and Property Ordinance, Cap 192, the overall intention is to achieve a fair outcome, by reference inter alia to all of the relevant circumstances of the case, including the basis upon which the parties originally entered into the consent order and whether or not there has been any material change of circumstance. Overall, I am charged with considering whether the husband's request is just and reasonable." (emphasis added)

Further, AEM was concerned with an application to vary periodical payment orders pursuant to section 11 of Matrimonial Proceedings and Property Ordinance, Cap 192 ("MPPO"). The oft-quoted passage referred to in H's Skel can be found at [14 (4)] as follows:

"4.

The modern approach, as required by section 11(7), is for the Court to consider all the circumstances of the cases. The Court is not required to proceed from the starting point of the original order but look at the matter afresh..."

On the other hand, in setting out the applicable principles, the Judge, at para 19 of the Decision, quoted the following passage of L v C at [22] as follows:

"(1)

An undertaking can be discharged, but not varied. This is because the litigant is not ordered to give these undertaking; he chooses to give them.

(2)

The court has jurisdiction to discharge an undertaking given to the court at any stage even if it was given in an order made by consent;

(3)

In general, a party who has given an undertaking to the court may seek to uplift or release himself from an undertaking in any of the following situations :

(a)

when there has been a material change of circumstances since the undertakings were given which are not foreseeable at the time and which make compliance not feasible;

(b)

when the subject matter to which the undertakings relate no longer exists which renders compliance impossible;

(c)

the party to whom the undertaking was given releases the undertaker from complying with the undertaking;

(d)

whether the undertaking was obtained through fraud, misrepresentation or mistake.

(4)

Whether an undertaking given to the court should be discharged is a matter of judicial discretion to be exercised if it is “just” to do so: Kensington Housing Trust (supra) at 613...” (emphasis added)

Two observations can be made from the quotation of L v C above.

First, it can be seen from (3) that the Judge was clearly aware he should not be confining himself only to a consideration of the 4 situations listed – one or more of those four situations are only what is generally required.

Second, the Judge was also clearly aware of the breadth of his judicial discretion which was to do what was just. The reference to Kensington Housing Trust v Oliver (1997) 30 HLR 608 at 613 in (4) is important. At 613, Butler-Sloss LJ observed that:

“I am in no doubt, therefore, that an undertaking wherever recorded which is accepted by the court can be discharged by the court at any stage if it is just to do so. The fact that it is recorded in a consent order does not, in my judgment, change its nature from promise to order...”

There is really no material difference between what was advocated in L v C, D v D or AEM v VFM. Looking at the matter in this way, we do not consider the lack of reference by the Judge to D v D or AEM v VFM to be an “important omission” as suggested in H’s Skel. After all, there are no doubt other authorities on the subject which set out the general principles and the Judge cannot be expected to cite all of them if they do not add anything significantly different from those he had actually referred to in the Decision.

Importantly, having considered the Decision as a whole, it does not appear to this Court that the Judge’s approach to the 2021 Amended Summons in following the guidelines in L v C is any different from that advocated in D v D or AEM v VFM. The Judge understood and did what he considered to be just, by reference to all of the relevant circumstances of the case, including the basis upon which the parties originally entered into the Consent Order and whether there was any material change of circumstances. In respect of the latter, the Judge had already made a finding of fact that there was no material change of circumstances since the giving of Undertaking H.

For these reasons, this court does not agree the Judge had fallen into error of law. Ground 1 must be rejected.

Ground 2

“Having adopted a test which was inappropriately narrow, the learned Judge failed to have regard or sufficient regard to all the relevant circumstances of the case. Had he done so, he would have either discharged the Undertaking in its entirety and/or accepted a replacement Undertaking or varied the agreement as a variable maintenance agreement.”

“Specifically, the learned Judge failed to have regard to:

The understanding of the parties as to the meaning of the provision granting “free access”.

The circumstances in which the Parties entered into the 2019 Order ie the Consent Order.

The Undertaking’s original utility and intention, and the expiration of the “nesting arrangement” and in particular the Respondent- Wife’s own statements in the Statement of Arrangements for the Children, expressing that she would depart from the FMH within 30 days of the pronouncement of the Decree Absolute.

The Wife’s subsequent change of position and new found intention to move back into the FMH;

The best interests of the Children.

The finality of the divorce and principles underlying the desirability of the “clean break” achieved by the Consent settlement.”

In his Skel, H submits that in an echo of Ground 1, the Judge failed to have regard to all the relevant circumstances of the case. Ground 1 is because he too narrowly interpreted the authorities. Ground 2 is that he failed to place sufficient, or any, weight on the following matters referred to, either in isolation or in combination.

The short answer to this Ground 2 can be found in the reasons for rejecting Ground 1 discussed above: the Judge had not too narrowly interpreted the authorities; nor had he failed to have regard to all the relevant circumstances of the case.

While H submits that the Judge has failed to take into consideration this or that, there is no explanation in H’s Skel why those are relevant considerations. Take the most obvious example of “The best interests of the Children”. How could the best interests of the Children inform the Judge that he should or should not remove W’s free access to the Property? Take another example of the “desirability of the ‘clean break’ achieved by the Consent settlement”. The clean break achieved by the Consent Order was only concerned with the financial settlement between H and W and the maintenance for W and the Children. Again, how could a financial clean break inform the Judge that he should or should not remove W’s free access to the Property?

In so far as H complains the Judge had failed to have regard to the understanding of the parties as to the meaning of the provision granting “free access” or the Undertaking’s original utility and intention are concerned, it is difficult to see how the Judge could have ascertained the subjective understanding of the parties and H’s subjective intention in giving Undertaking H.

In *Sirius International Insurance Company (Publ) v FAI General Insurance Ltd and others* [2004] UKHL 54 at [18], Lord Steyn observed that:

“The settlement contained in the Tomlin order must be construed as a commercial instrument. The aim of the inquiry is not to probe the real intentions of the parties but to ascertain the contextual meaning of the relevant contractual language. The inquiry is objective: the question is what a reasonable person, circumstanced as the actual parties were, would have understood the parties to have meant by the use of specific language. The answer to that question is to be gathered from the text under consideration and its relevant contextual scene.” (emphasis added)

As far as the circumstances in which the parties entered into the Consent Order are concerned, the Judge had gone to great length in explaining them in the Decision: see para [10] above.

As submitted in W’s skel, those factors allegedly not considered by the Judge can at most show that the practical effect of the Undertaking H turned out to be not what H had assumed or expected. This does not render it just to release H from it, given that he voluntarily gave it to the Court and W and during cross-examination gave an answer which led the Judge to conclude it was his informed consent to sign the 3rd Consent Summons which led to the Consent Order with Undertaking H. Further, H did not suggest there was any factor(s) vitiating his consent to give Undertaking H.

In H’s Skel at para 13, H submits that Undertaking H had a specific intention, whose purpose required updating. W submits and this court agrees that at best, this is referring only to H’s subjective intention. But how was the Judge supposed to ascertain H’s real subjective intention in giving the Undertaking? As for the updating part, W submits that is no more than saying that H has had a change of heart now and wants to wriggle out of the Undertaking. This court agrees.

As far as the suggestion that W’s alleged subsequent change of mind is concerned, this was dealt with in para 67 of the Decision: there was no finding of fact that W had changed her mind or that constituted “material change of circumstances”.

For these reasons, Ground 2 must also be rejected.

Ground 3

“Other than AEM v VFM, decided 15 years ago, there is little Court of Appeal authority in relating to the discharge of an undertaking in matrimonial cases. Undertakings are increasingly prevalent and of huge significance in matrimonial cases. It is in the interest of justice and wider public interest for the Court of Appeal to take this opportunity to clarify the principles relating to the variation, discharge, and replacement of an undertaking. This is particularly important given the inconsistencies between the strict approach and confines prescribed by L v C and the more holistic approach in D v D, which should be preferred.”

To start with, as this court sees it, there is no inconsistency between L v C and D v D. In L v C, Deputy Judge Grace Chan made it abundantly clear that the four situations where undertakings may be released are “in general” only. In other words, they serve as general guidance and as far

as we are aware, no Court had said that they represented an exhaustive and exclusive checklist. Further, Deputy Judge Grace Chan observed that whether to discharge one from an undertaking is ultimately a matter of judicial discretion to be exercised if it is “just to do so”. This is in line with *D v D*, which held that the “overall intention is to achieve a fair outcome.” What more is there to clarify?

We are of the view that the facts of this case do not raise any novel point of law which requires clarification. Any attempt to do so would be an academic exercise without a proper factual context.

For these reasons, Ground 3 is also rejected.

Disposition and costs order nisi

For all the above reasons, this court is not satisfied that the appeal has any reasonable prospect of success or there is some other reason in the interests of justice that the appeal should be heard. Indeed, this court considers the application to be totally without merits. There shall be an order that no party may under RHC O 59 r 2A(7) request the determination to be reconsidered at an oral hearing inter parties.

The Summons is hereby dismissed.

Costs normally follow the event. We accordingly make an Order nisi that costs be to the 1st Applicant to be summarily assessed. This costs Order nisi shall become absolute unless an application is made to vary the same within 14 days from the date of this Judgment. In the event that an application is made to vary the costs order nisi, the application will be dealt with on paper, and this court will give further directions on the application, including the length of the written submissions which may be filed by the parties.

In the event the costs Order nisi is made absolute, leave to the 2nd Applicant to lodge a statement of objection to the 1st Applicant’s Statement of Costs within 7 days. The assessment will then be disposed of on paper.

(Aarif Barma)

(Peter Ng)

Justice of Appeal

Judge of the

Court of First Instance

Written submissions by Mr Richard Todd KC, Mr Peter Barnes and Mr Sebastian Leung, instructed by Messrs. Charles Russell Speechlys LLP for the 2nd Applicant

Written submissions by Mr Eugene Yim, instructed by Messrs. Hampton, Winter and Glynn for the 1st Applicant

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE https://legalref.judiciary.hk/lrs/common/ju/ju_frame.jsp?DIS=162534

CASE PAGE <https://chat.esheria.ai/case-law/hong-kong/lcfm-v-lsf-2024>

Prepared on 29 October 2026 · Esheria