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Recognised as Leading Junior in Legal 500 (2026, Administrative and Public Law & Family and private client) and ranked in Chambers and Partners Greater China Region 2026 (Administrative & Public Law: The Bar and Family/Matrimonial: The Bar), Isabel's practice focuses on family law, public law, and regulatory matters. She has extensive experience in general matrimonial finance and preservation of assets, as well as particular expertise in complex legal issues arising out of LGBTQ/modern families and the dissolution of families with cross-border elements. She has acted as sole counsel in the Court of Appeal, Court of First Instance, District Court, Magistrates' Courts, and the Court of Final Appeal.

Isabel has been involved in landmark family law cases concerning modern families and LGBTQ rights in Hong Kong. Notably, she represented the non-biological parent in ***AA v BB* [2021] 2 HKLRD 1225**, securing guardianship and joint custody for a same-sex couple. She was involved in ***NF v R* [2023] 5 HKLRD 58**, a case resulting in a novel type of relief, a declaration of "parentage at common law" for a same-sex parent. Her expertise in family law is augmented by her experience in other related areas including in particular tax (*Koo Ming Kown & Anor v The Commissioner of Inland Revenue* [2021] 3 HKLRD 642 on liability for additional tax), mental incapacitated persons, and trust claims.

She is a contributor to the current editions of *Hong Kong Civil Procedure and Bullen & Leake & Jacob's Hong Kong Precedents of Pleadings.*

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Emily Ting

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Emily is a Charles Ching Scholar and has been recognised by Legal 500 Asia-Pacific 2025 and 2026 as a Rising Star in Competition.

Since joining Chambers in 2020, Emily has maintained a broad civil practice. She has significant experience in land law and handles a growing number of competition matters. Emily also advises and acts in a diverse range of matters, including commercial disputes, trusts and probate, family, tax, and judicial review.

Prior to commencing her practice, Emily served as a Judicial Assistant to the Court of Final Appeal between 2019 and 2020.

View Emily's profile

Case 1

Court of Appeal refuses leave to appeal against continuation of Mareva injunction – China Evergrande liquidators, director duties and ex parte applications

China Evergrande Group (in liquidation) v Xia Haijun & Ors [2026] HKCA 15
(On appeal from [2025] HKCFI 689)

Date of Judgment: 2 January 2026
Coram: Hon Kwan VP and Au JA

The latest decision in the China Evergrande Group ("CEG") litigation concerns an application for leave to appeal against the continuation of a Mareva injunction obtained by the liquidators of CEG against its former CEO and executive director, Xia Haijun ("Xia"). The Court of Appeal refused leave, reaffirming the high threshold for appellate intervention in discretionary interlocutory decisions on the grant of injunction. The decision provides guidance on various aspects of the Mareva test, as well as on allegations of breach of directors' duties in respect of financial statements and dividend approvals where there are elements of delegation by the director.

Xia sought leave to appeal on three grounds:

1. absence of a good arguable case at the ex parte stage, including alleged failure to formulate a substantive claim and reliance on inadmissible evidence;
2. abuse of process inter alia in proceeding without prior notice; and
3. absence of a good arguable case inter partes, particularly given Xia's lack of direct involvement in preparing the financial statements.

All three grounds were rejected.

On the first ground, the Court held that the judge was entitled to find that the claim was sufficiently set out in broad form. The claim, although at a high level, was adequately particularised. As to the question of reliance on inadmissible evidence (an Administrative Penalty Decision published by the China Securities Regulatory Commission), the Court held that the judge had not based his conclusions on inadmissible evidence. Under Order 41 rule 5(2) of the RHC, an affidavit may contain statements of information or belief with the sources and grounds thereof. The judge had relied on (and was entitled to rely on) the liquidators' investigative findings which were admissible as statements of information and belief under O.41 r.5(2) RHC.level, was adequately particularised. As to the question of reliance on inadmissible evidence (an Administrative Penalty Decision published by the China Securities Regulatory Commission), the Court held that the judge had not based his conclusions on inadmissible evidence. Under Order 41 rule 5(2) of the RHC, an affidavit may contain statements of information or belief with the sources and grounds thereof. The judge had relied on (and was entitled to rely on) the liquidators' investigative findings which were admissible as statements of information and belief under O.41 r.5(2) RHC.

On the second ground, the Court rejected the contention of abuse of process. Firstly, the judge had stated that he would have reimposed a fresh injunction even if the ex parte order were procedurally flawed, rendering this ground academic. The Court also observed that in any event, the judge had found that there was justification for acting *ex parte* arising from the possibility of early completion of the property sale followed by dissipation of sale proceeds.

On the third ground, the Court affirmed that a director's lack of direct involvement in preparing financial statements does not negate responsibility. Directors owe duties to exercise reasonable skill, care and diligence in ensuring the accuracy of financial statements and in approving dividends paid on the faith of those statements. Delegation does not absolve responsibility. The issues of causation and liability are matters for trial, and an argument to the contrary does not mean there is no good arguable case.

Case 2

Court of Final Appeal rules on the existence of a tort of harassment at common law, and decides that a company may obtain an injunction to restrain harassment against its employees notwithstanding that a company itself cannot have a cause of action in harassment

Sir Elly Kadoorie & Sons Ltd v Samantha Jane Bradley [2026] HKCFA 2

Date of Judgment: 9 January 2026
Coram: Chief Justice Cheung, Mr Justice Lam PJ, Mr Justice Bokhary NPJ, Mr Justice Chan NPJ and Lord Neuberger of Abbotsbury NPJ

The Court of Final Appeal has ruled that where an employee is subjected to harassment by another person in the course of their employment, and where the harassment is, in substance, directed at the employer, the employer ought to have standing to seek injunctive relief to protect the employee. In the same judgment, the Court also decided that the common law in Hong Kong does recognise a tort of harassment, and a company does not have a cause of action in harassment, being a legal person incapable of experiencing feelings.

This decision is a development and extension of the *Broadmoor* jurisdiction (*Broadmoor Special Hospital Authority v Robinson* [2000] QB 775), being a type of injunction where the applicant for injunction does not have its own cause of action. *Broadmoor* injunctions cover situations where a public body has statutory public duties, and an injunction is sought to enjoin wrongdoers against acts interfering with the public body's performance of its public duties, even where the public body has no cause of action against the wrongdoer.

The Court recognised the employer's common law duty to provide a safe working environment for its employees as the basis for injunctive relief. The Court held that there was little principled reason as to why the granting of injunctions should be confined to situations where the plaintiff is under a statutory, rather than a common law duty.

In discussing the direction to take the legal development of *Broadmoor*, the Court grappled with the concern that, unlike a public body which has duties that inherently serve the public interest, a private corporate employer seeks an injunction to prevent interference with its ability to provide a safe working environment so that it can pursue its business. The Court held that although private employers pursue their private interests, this does not override the fact that the common law binds in an obligation, rooted in public interest, to ensure a safe workplace for employees. Seen from this perspective, extending the *Broadmoor* jurisdiction to cover the present type of corporate employer's application aligns with the underlying rationale and function of the jurisdiction.

The Court also ruled on harassment in the context of interference with a person's lawyers: where the interference with the plaintiff's lawyers (in this case, a corporate plaintiff) amounts to harassment that adversely affects the plaintiff's ability to obtain legal services, such interference may be restrained by injunction. The Court referred to the right to legal advice and representation as being one which the Courts have consistently and jealously protected, and as being a proper purpose for the grant of such an injunction.

Case 3

Mainland judgments enforced at common law – issue estoppel as to interest

Beijing Renji Real Estate Development Group Co Ltd v Zhu Min [2026] HKCFI 197

Date of Decision: 13 January 2026
Coram: Deputy High Court Judge MK Liu

This ruling has decided that Hong Kong Courts should not order pre-judgment and/or post judgment interest on the sum due, where an applicant is seeking domestic common law enforcement of a PRC Mainland judgment that has already capped the interest on the sum due under the Mainland judgment.

The Court held that by seeking to enforce the Mainland judgment by the common law route, the Plaintiff has argued for issue estoppel in respect of every issue decided in the Mainland judgment, and is hence bound by the decision on interest and cannot now reopen that issue.

Case 4

Prospective Mainland Recognition as a "Real Benefit" for Winding Up Foreign Companies

Re Jingrui Holdings Limited [2026] HKCFI 246

Date of Decision: 15 January 2026
Coram: Harris J

The Petitioner sought an order winding-up a company incorporated in the Cayman Islands. The main contention was whether there is a real possibility that the winding-up order will benefit the applicant, which is one of three requirements set out by the Court of Final Appeal in *Kam Leung Siu Kwan v Kam Kwan Lai* (2015) 18 HKCFAR 501 for exercising the winding up jurisdiction over a foreign company.

The Cayman company's major operating and asset owning subsidiaries were in the Mainland. The Petitioner argued that once the Cayman company is in liquidation in Hong Kong its liquidators can apply for recognition in the Mainland. The Cayman company filed an expert opinion to assert that if liquidators appointed by the Hong Kong court are not recognised by the relevant Mainland court, the Hong Kong liquidators could not dispose of the Company's equity interests in its Mainland subsidiaries in the Mainland.

The Court acknowledged that there was, at the time of judgment, no reported case in which a Hong Kong liquidator appointed over a foreign-incorporated company had been recognised by a Mainland court, nor had any such application yet been made. Nonetheless, the Court held that, unless there is a substantial reason to consider a particular case unusual such that recognition would not be possible, the potential availability of recognition in the Mainland may itself constitute a sufficient benefit for the purposes of the *Kam Leung Siu Kwan v Kam Kwan Lai* test. Significantly, the Court emphasised that "[r]ecognition and the ability to seek to gather assets in the Mainland (whether interests in subsidiaries or inter-company debts) are potentially a significant benefit to the Petitioner and other unsecured creditors," and concluded that the second core requirement of the test was satisfied by this prospect in the present case.

Case 5

Unconditional leave to defend O.88 action on the basis of *inter alia* prevention principle

DBS Bank (Hong Kong) Ltd v Honour Elite Corporation Ltd & others [2026] HKCFI 401

Date of Decision: 16 January 2026
Coram: Queenie Au-Yeung J

The Court granted unconditional leave to defend an O.88 mortgagee action upon the plaintiff bank's application for summary determination, on the basis that it was arguable the Bank had no right to call in the loans and that its own breach of confidentiality triggered the prevention principle.

The proceedings concerned four mortgagee actions brought by DBS Bank (Hong Kong) Limited against four corporate mortgagors and their common guarantor, Mr Yuen, in respect of four office units. Mr Yuen was the sole director and shareholder of CAN Metals China Limited ("CNAM"). The Bank sought summary judgment under O.88 of the Rules of the High Court (Cap. 4A) for payment of the outstanding loan sums and vacant possession of the mortgaged properties. The loans were long-term instalment facilities secured by legal mortgages and guarantees, and it was common ground that the mortgagors had historically been up to date with their monthly repayments prior to the Bank's demand letters in September 2024 demanding outstanding sums.

DBS Bank relied on its contractual rights to demand immediate repayment and argued that these were straightforward mortgage enforcement actions suitable for summary disposal. The Defendants allege that the Bank had deliberately failed to present the full context leading up to the issue of the Demand Letters, which was directly caused by the Bank's breach of confidentiality owed to CNAM.

The Court granted unconditional leave to defend the actions, holding that there were the following triable issues:-

1. It was arguable that the Bank had no right to call for loan repayments given that no reasons for demanding repayment were provided nor was there any event of default.
2. The Bank had breached the prevention principle by breaching its duty of confidentiality to CNAM and disclosed confidential information on CNAM's fund flow to a major client of CNAM without CNAM's authorization, causing CNAM to lose the client and a drastic drop in CNAM's main income stream. Thereafter, the Bank blocked the mortgagors' accounts and unreasonably withheld the issuance of Consent Letters to the mortgagors, which ultimately induced the event of default.
3. The Bank, by disclosing confidential information regarding CNAM's fund flow, was in breach of its duty of confidentiality owed to CNAM. This breach had led to the loss of a major client, impairing CNAM's ability to repay monthly mortgage repayments.

A central plank of the defence was the "prevention principle": a party cannot rely on rights that arise from its own breach. The Defendants alleged that DBS Bank itself prevented performance by undermining the borrowers' ability to service the loans. Although complaints about blocked accounts and refusal of consent letters were given little weight, the Court considered that, viewed together with the unexplained calling in of the loans, there was a credible basis to infer that the Bank's recovery steps might not have been taken in good faith. This sufficed to defeat summary judgment at this stage.

More significantly, the Defendants relied on an alleged breach of the Bank's duty of confidentiality owed to CNAM, a related company within the same business group and a key income generator. It was arguable that DBS Bank had disclosed CNAM's account information to a third party without proper verification, contrary to the well-established *Tournier* duty. The[1] Court held that there was an arguable breach of confidentiality and that the Bank had not satisfactorily explained or evidenced its verification procedures or investigation.

Case 6

District Court's jurisdiction to grant *Norwich Pharmacal* relief

Chan Chun Hei Ryan v Hang Seng Bank Ltd [2026] HKDC 91

Date of Decision: 22 January 2026
Coram: Deputy District Judge Simon Wong

Although District Judges have on numerous occasions granted *Norwich Pharmacal* relief, there have not been many judgments discussing the issue of the District Court's jurisdiction to grant such relief. In this case, the Court agreed with the conclusion in two previous District Court judgments[2] that the District Court does have jurisdiction to grant *Norwich Pharmacal* relief, but on different reasoning. Deputy District Judge Simon Wong held that the District Court does have such jurisdiction, not by inherent power, nor under the statutory discovery provisions or injunction powers, but through its civil jurisdiction under Part 4 of the District Court Ordinance (Cap. 336) ("DCO") combined with its ancillary equitable powers under s.48. On that basis, the Court granted the plaintiff's application for *Norwich Pharmacal* relief against Hang Seng Bank to obtain the last known address of a third party whose cheques had been dishonoured, limited to disclosure of the address.

The Court rejected the plaintiff's suggested jurisdictional bases: **(i)** the District Court has no inherent jurisdiction comparable to the High Court as under s.3(2) DCO, its jurisdiction and powers are limited to what is conferred upon it by the DCO; **(ii)** s.47A of the DCO was inapplicable because they concern discovery of documents against likely parties, whereas the bank was an innocent third party and the information sought (an address) was not a "document"; and **(iii)** O.24 of the Rules of the District Court (Cap. 336H) merely provides for rules for applications made under s.47A of the DCO and does not itself confer jurisdiction.

The Deputy Judge emphasised the historical roots of *Norwich Pharmacal* orders in the equitable jurisdiction to entertain "bills of discovery", recognising them as a distinct category of equitable relief rather than a form of injunction within the ambit of s.52 DCO (as held in *A v B* [2019] HKDC 594) or as procedural in nature (as held in *Kwong Sin Yee Florence v Cathay Pacific Airways Limited* [2025] 5 HKC 819 [2025] HKDC 1251). An application for *Norwich Pharmacal* relief is a standalone action seeking substantive equitable relief, and not confined to facilitating civil claims in the District Court and it is difficult to justify granting such relief on the basis of implied procedural necessity.

Instead, the judge articulated a different and "direct route" to jurisdiction. Where an applicant identifies an underlying cause of action falling within Part 4 of the DCO (for example, contract, quasi-contract, tort, or certain equitable matters within the monetary limits), the *Norwich Pharmacal* application can itself be treated as an "action founded on" that cause of action. S.48 DCO then confers ancillary powers equivalent to those of the Court of First Instance to grant the equitable relief necessary to give effect to that jurisdiction. On this analysis, a *Norwich Pharmacal* order is ancillary equitable relief supporting an underlying claim that the District Court is otherwise competent to hear.

Applying that framework, the plaintiff's intended claim against the wrongdoer was based on dishonoured cheques and therefore founded on contract for a sum well within the monetary limit. The application was thus an action within s.32(1) DCO, and the court could grant Norwich Pharmacal relief under s.48. The established requirements for such relief were satisfied: there was serious wrongdoing (dishonoured cheques), the information would enable the commencement of proceedings, and the request was narrowly confined to the last known address. The court accordingly ordered disclosure of the address only and made no order as to costs.

Case 7

Finality of PRC judgments for the purpose of issue estoppel

Tsoi Chung Tat Prince v Wei Zhongxia [2026] HKCFI 716

Date of Decision: 30 January 2026
Coram: Deputy High Court Judge Gary CC Lam

This appeal concerned whether the plaintiff's Hong Kong claim for RMB15 million under an alleged loan agreement should be struck out as an abuse of process on the basis of issue estoppel arising from earlier PRC judgments about a related RMB5 million payment. The Deputy High Court Judge allowed the appeal and reinstated the action, holding that the defendant failed to show that the PRC judgments were final and conclusive for issue estoppel purposes. Crucially, the mere availability of retrial under the PRC "trial supervision system" does not *per se* render PRC judgments non-final, but finality must be proved with evidence (usually expert evidence). Since no such evidence was adduced and the issues decided in the PRC proceedings were not identical to those in Hong Kong, issue estoppel and other abuse arguments failed.

The plaintiff alleged that he lent the defendant RMB15 million (later described in affirmations as part of a RMB20 million arrangement with a RMB5 million deposit deducted), repayable immediately if a proposed HSBC-related cooperation did not proceed. He claimed the defendant breached the agreements by failing to provide necessary information or proceed with the cooperation, entitling him to repayment and enforcement against pledged PRC properties.

Separately, the defendant sued in the Qianhai Court in the PRC to recover RMB5 million he had transferred to the plaintiff. The issue before the Qianhai Court was the nature of that RMB5 million: whether it was a refundable cooperation payment (defendant's case) or a forfeitable deposit linked to a different agreement (plaintiff's case). Both the Qianhai Court, and the Shenzhen Intermediate Court (upon the plaintiff's appeal), accepted the defendant's version and ordered repayment of the RMB5 million, rejecting the plaintiff's asserted forfeiture. Both PRC courts did not determine any entitlement to RMB15 million.

For issue estoppel, the defendant had to show that the earlier foreign judgments were from a competent court, final and conclusive, and decided identical issues between the same parties. The key controversy was finality: PRC law permits retrial under a "trial supervision system" (審判監督程序). Hong Kong Courts could take judicial notice of the fact of the availability of retrials under certain circumstances pursuant to the trial supervision system under the PRC law, but the real question was whether the availability of such retrial under the trial supervision system *per se* renders the PRC judgments not final. The judge reviewed Hong Kong authorities and held that **(i)** The burden lay upon the one who would like to rely on PRC judgments to prove that the PRC judgment was final and conclusive and such burden would include adducing PRC legal opinion to prove that; **(ii)** whether the trial supervision system in the PRC would render a PRC judgment not final and not conclusive is a question of fact the Court has to determine with expert evidence, if this question is in issue; and **(iii)** whether a trial with oral expert evidence is necessary to determine the question or whether summary procedures would be sufficient depends on the evidence of that case. It is not a must that oral evidence must be taken before the question can be determined. Since the defendant produced no PRC expert evidence and no material addressing the likelihood of retrial, he failed to discharge the burden of proving the judgments were plainly and obviously final.

Even if finality were to be established, the judge found that the issues in the PRC judgments were not identical. The PRC litigation determined only the character and returnability of RMB5 million, whereas the Hong Kong claim concerned repayment of RMB15 million said to be outstanding under a loan arrangement. The PRC courts did not adjudicate liability for that larger sum. Accordingly, issue estoppel and *Henderson v Henderson* abuse did not arise. A further argument that the plaintiff's case was inconsistent with an earlier unserved Hong Kong action also failed, as the ground was raised late and any inconsistency might be explainable.

The appeal was allowed, the strike-out order be set aside, and the defendant's summons be dismissed with costs, with directions for pleadings to proceed. The decision clarifies that, in the context of issue estoppel, the PRC trial supervision system does not *per se* deprive judgments of finality; rather, finality is a fact-sensitive matter requiring proper proof. Absent such evidence, a PRC judgment cannot be treated as plainly final and conclusive so as to summarily bar Hong Kong proceedings.

[1] After *Tournier v National Provincial and Union Bank of English* [1924] 1 KB 461 (CA), 480.
[2] Namely, *A v B* [2019] HKDC 594 and *Kwong Sin Yee Florence v Cathay Pacific Airways Limited* [2025] 5 HKC 819 [2025] HKDC 1251.

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