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TABLE OF CONTENTS

Court of Appeal grants conditional stay of delivery-up order: common interest privilege and access to former solicitors' files 1

Cosimo Borrelli and Others v Linklaters (a firm) [2026] HKCA 1731

Court of Appeal clarifies sham transactions and consideration in the context of marital settlement and bankruptcy challenge 2

Chan Pui Sze and Mak Hau Yin (The Joint and Several Trustees of the Property of the Bankrupt) v Wang Jue [2026] HKCA 1776

No rescission by self-help for innocent misrepresentation: CFA rejects proprietary recovery against downstream recipients 3

ANZ Commodity Trading Pty Ltd v Excellence Raise Overseas Limited and others [2026] HKCFA 32

CFA confirms challenge untenable to a winding-up order based on an alleged prior assignment of the underlying loan debt; instigators and funders face costs liability 4

China Properties Group Limited v JIC Trust Co., Ltd [2026] HKCFA 34

Court of First Instance dismissed committal application despite finding an intentional breach of an asset disclosure order 5

Li Wai Chun Transportation Company Ltd v Chang Man Shan Yvette [2026] HKCFI 6053

Court of First Instance permitted further expert evidence 6

Sunny Elegant Ltd v Chau Ngo Sheung & Ors [2026] HKCFI 6039

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Abigail has a broad civil practice. She has acted in a wide range of areas including commercial disputes, personal injuries, trusts and probate and family. She has particular experience in land and property matters, including compulsory sale, water leakage disputes, adverse possession, disputes on land boundaries and disputes on beneficial ownerships.

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Abigail is fluent in English, Cantonese and Putonghua. She is capable of providing written submissions and conducting hearings in both English and Chinese.

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Ted has a broad civil and criminal practice. He has been regularly instructed to advise and/or handle probate, family and mental health cases. His experiences in handling cases with children and mental health dimensions also extend across different areas of law. Meanwhile, Ted continues to develop a wide range of practice areas including civil and commercial disputes.

Ted is also a CEDR accredited mediator and has regularly been engaged in mediations of a wide variety of disputes, such as contract, restitution, matrimonial, nuisance, defamation, building management, etc.

From 2017 to 2018, Ted was appointed as a Judicial Assistant in the Court of Final Appeal. He was responsible for conducting legal research for the judges, and preparing judicial bulletins and press summaries.

View Ted's profile

Case 1

Court of Appeal grants conditional stay of delivery-up order: common interest privilege and access to former solicitors' files

Cosimo Borrelli and Others v Linklaters (a firm) [2026] HKCA 1731

Date of Decision: 2 October 2026
Coram: Au and Coleman JJA

Soremi Investments Ltd ("SIL") and China National Gold Group Hong Kong Limited ("CNG") separately retained Linklaters to represent them in the same HKIAC arbitration. Following Linklaters' replacement, SIL and the receivers appointed over 65% of its shares sought delivery up of documents from Linklaters. Linklaters was willing to provide SIL's client file, including documents which it considered belonged to both SIL and CNG. CNG intervened to oppose production of certain documents, relying, amongst other matters, on legal professional privilege ("LPP") and the limited purpose for which documents had previously been shared.

In the Court of First Instance, Harris J had ordered delivery up, excluding documents relating to the period before Linklaters began acting for SIL and documents already produced. Hence, CNG's principal ground challenged Harris J's earlier finding that the documents belonged to SIL. It argued that disclosure for the limited purpose of defending the arbitration did not transfer ownership or confer a continuing entitlement to the documents. The Court of Appeal considered it unlikely that Harris J had used the expression "belong to" in the strict sense of ownership or title. Rather, he might simply have meant that SIL had properly received the documents and was entitled to hold them, having been created or exchanged for the collective benefit of both clients.

The Court of Appeal saw force in distinguishing SIL's recovery of documents previously available to it from its subsequent use or disclosure of those documents. CNG's objections might therefore be premature. Nevertheless, the principal ground just met the reasonable prospects of success threshold. Combined with the possibility that delivery up would render the appeal nugatory, this provided sufficient reason for a stay. These were preliminary views on the stay application, not a final determination of the privilege issues.

The Court of Appeal accordingly stayed the delivery-up order and the consequential order requiring CNG to pay SIL's costs of the intervention, conditional on the appeal being immediately set down for hearing. It refused to stay the other costs orders challenged, because enforcement would not render the appeal nugatory and that a neutral party compelled to incur costs should not remain out of pocket for an extended period.

Case 2

Court of Appeal clarifies sham transactions and consideration in the context of marital settlement and bankruptcy challenge

Chan Pui Sze and Mak Hau Yin (The Joint and Several Trustees of the Property of the Bankrupt) v Wang Jue [2026] HKCA 1776

Date of Judgment: 8 October 2026
Coram: Chu VP, Barma and G Lam JJA

The Plaintiffs, the trustees in bankruptcy of Qin Jun ("Qin"), sought to set aside his transfers of interests in two Californian properties to his wife, Wang Jue ("Wang"), in August 2013. The transfers followed a marital settlement agreement arising from their separation, including property ownership, spousal support and mutual releases of claims. Qin was subsequently adjudged bankrupt in July 2016. The Trustees alleged that the transfers were gifts or transactions for no consideration and that the agreement was a sham intended to create the appearance of consideration. Cheng J rejected that contention and dismissed their claim. The Trustees appealed.

G Lam JA explained that a sham requires a common subjective intention that a transaction should create an appearance of rights and obligations different from those actually intended. One party's intention coupled with the other's reckless indifference may suffice. The inquiry concerns the parties' actual intentions, rather than merely their objectively manifested intentions or underlying motives. Importantly, a genuine intention to transfer property does not preclude a sham: parties may intend a gift while disguising it as a transfer for valuable consideration.

The Court of Appeal upheld the trial judge's finding that the agreement was authentic and not a sham. Wang's evidence that the agreement was signed contemporaneously was supported by the transfer deeds, and the Trustees had not put a positive case of backdating to her in the court below.

The couple's subsequent financial dealings and departures from the agreement did not necessarily lead to a finding of sham. Subsequent conduct was admissible when assessing whether the agreement was genuine, but non-performance did not necessarily establish that the parties never intended it to bind them. Continued interaction was also explicable given their long marriage and four children. Moreover, the trial judge was entitled to decline to draw adverse inferences concerning the agreement from Qin's absence as a witness, notwithstanding that she had drawn adverse inferences on other issues.

Finally, the Court rejected the argument that Wang's eventual divorce petition meant that she had provided no consideration. The agreement's mutual promises and releases themselves constituted

consideration; subsequent failure to perform a promise would not negate that consideration. The Trustees had not advanced a claim under section 49(3)(c) of the Bankruptcy Ordinance (Cap. 6) that the consideration was significantly undervalue. The appeal was therefore dismissed.

This judgment will be useful reading for insolvency and family lawyers as it explains the proof required to establish a sham marital settlement and how mutual promises can provide consideration for interspousal property transfers challenged in bankruptcy.

Case 3

No rescission by self-help for innocent misrepresentation: CFA rejects proprietary recovery against downstream recipients

ANZ Commodity Trading Pty Ltd v Excellence Raise Overseas Limited and others [2026] HKCFA 32

Date of Judgment: 13 October 2026
Coram: Cheung CJ, Ribeiro, Fok and Lam PJJ and Keane NPJ

ANZ purchased nickel from ED&F Man Capital Markets Limited ("MCM") under back-to-back trading arrangements. Discovering that 83 warehouse receipts were forged, ANZ sought to recover funds which had passed through MCM to the fraudsters and ultimately to three recipient companies unconnected with the fraud. The Courts below upheld ANZ's proprietary claims against those companies. MCM, itself an innocent counterparty, was not joined in the Hong Kong proceedings.

Before the Court of Final Appeal, ANZ relied on MCM's innocent misrepresentation. It argued that its election to rescind the purchase contracts revested equitable title to the purchase monies in ANZ, enabling it to pursue those monies into the recipients' hands. The CFA rejected that argument. Rescission for innocent misrepresentation is equitable relief requiring an order of the court; otherwise no proprietary equitable claim would have been vested in the claimant.

The Court of Final Appeal further rejected reliance on the "instrument of fraud" reasoning in *Halley v Law Society* [2003] WTLR 845. Both ANZ and MCM intended their contracts to operate according to their terms, and neither sought to defraud the other. The contracts between them remained effective according to their terms until rescinded. Nor did ANZ's contractual entitlement to withhold payment pending satisfactory documents preserve its ownership of money which it had voluntarily and unconditionally paid to MCM.

The CFA unanimously allowed the appeal and set aside the judgment against the recipient companies.

Case 4

CFA confirms challenge untenable to a winding-up order based on an alleged prior assignment of the underlying loan debt; instigators and funders face costs liability

China Properties Group Limited v JIC Trust Co., Ltd [2026] HKCFA 34

Date of Judgment: 11 September 2026
Date of Reasons for Judgment: 14 October 2026
Coram: Cheung CJ, Ribeiro, Fok and Lam PJJ and Keane NPJ

JIC Trust Co., Ltd ("the Petitioner") petitioned to wind up China Properties Group Limited ("the Company") on the basis of an unpaid balance of approximately RMB713 million under a Mainland consent judgment. The judgment arose from a RMB1.2 billion loan to the Company's subsidiary, guaranteed by the Company. A winding-up order was made after the Company's restructuring proposals failed and the Court found no reasonable prospect of repayment within a reasonable time. The Company subsequently sought to challenge the Petitioner's standing on the ground that the underlying loan debt had previously been assigned to a third party without notice to it. The Court of Appeal refused to admit fresh evidence concerning the alleged assignment and struck out the appeal. Before the Court of Final Appeal, the Company argued that the alleged lack of standing deprived the Court of jurisdiction to make the winding-up order.

The Court unanimously dismissed the appeal. Ribeiro PJ emphasised that the petition debt was the consent judgment debt, not the underlying loan debt. The consent judgment was entitled to recognition in Hong Kong as final and conclusive on the merits. The Company had withdrawn its challenge concerning the alleged assignment before consenting to judgment, and its subsequent attempts to reopen that judgment had failed. It was therefore conclusively established that the debt was owed to the Petitioner and established its standing to petition. Further, following the exclusion of the proposed fresh evidence, there was no basis requiring the Court of Final Appeal to investigate the alleged assignment.

The Court of Final Appeal further explained that, applying Hong Kong law in the absence of evidence of PRC law, an assignment without notice to the debtor (assuming consideration is given by the assignee) takes effect as an equitable assignment. An equitable assignor retains sufficient interest to present a winding-up petition without joining the assignee. Unlike an action to recover a debt, winding-up initiates a collective process in which the respective creditors' rights can subsequently be determined.

Importantly, the Court distinguished lack of standing from lack of jurisdiction. Whether a petitioner qualified as a creditor was an issue within the Court's winding-up jurisdiction to determine. Such a dispute is a matter of standing rather than the court's jurisdiction.

On costs, the Court held that those who instigated or funded an insolvent company's unsuccessful winding-up appeal could be ordered to pay the respondent's costs, rather than out of the company's assets to creditors' prejudice. Responsibility was not confined to those personally providing funds. The relevant instigators and funders were joined for costs purposes and made jointly and severally liable for indemnity costs, certified fit for two counsel, subject to their opportunity to show cause against liability.

The Court of Final Appeal left unresolved its power to order a non-party security for costs, describing such a power as reasonably arguable. It nevertheless clarified that the statutory HK$400,000 ceiling did not prevent a consent order for voluntarily agreed additional security where that security was not a condition of leave to appeal.

Case 5

Court of First Instance dismissed committal application despite finding an intentional breach of an asset disclosure order

Li Wai Chun Transportation Company Ltd v Chang Man Shan Yvette [2026] HKCFI 6053

Date of Judgment: 29 October 2026
Coram: B Fung J

The Plaintiff sought to commit the Defendant for breaching an asset disclosure order ancillary to a domestic Mareva injunction. The injunction had been obtained in proceedings alleging misappropriation of the Plaintiff's funds. The disclosure order required the Defendant to disclose her assets in Hong Kong individually exceeding HK$10,000 within seven days of service and confirm that disclosure on oath within 14 days.

The injunction, which contained a penal notice, was served in March 2023. The Defendant did not comply within the prescribed periods and only filed her disclosure affirmation in June 2023. The additional assets disclosed comprised an MPF account and bank accounts with insubstantial balances.

The Defendant explained that she had initially failed to read the order carefully and, once aware of the disclosure requirements, had relied on her lawyers to address them. Counsel who prepared the disclosure affirmation gave evidence accepting responsibility for part of the delay. The Plaintiff applied for leave to commence committal proceedings in April 2025. It initially alleged that the Defendant had delayed disclosure to gain time to dispose of assets in the United Kingdom. By closing submissions, however, the Plaintiff abandoned the allegation of contumacious breach and relied instead on intentional breach, including the Defendant's admitted negligence in failing to read the order.

The Court found that the Defendant's breach was intentional and not merely technical. Nevertheless, having considered all the circumstances and the purpose and utility of committal, it dismissed the application.

The Court reiterated that civil contempt does not require proof of a deliberate intention to disobey the order. It is sufficient to establish that the conduct was intentional and that the defendant knew the facts which made it a breach. Given the seriousness of a contempt finding, the alleged contempt must be proved beyond reasonable doubt.

The Court rejected the suggestion that failing to read an order carefully necessarily excused non-compliance. While a genuinely casual, accidental or unintentional breach may fall outside liability, negligent failure to acquaint oneself with an order's terms, despite having the opportunity and ability to understand them, does not exonerate the party. Nor does personal responsibility cease merely because lawyers have been engaged to secure compliance.

The Court accepted counsel's evidence that the lawyers had been dilatory and found him a sincere and forthright witness. It also accepted that the Defendant had reminded her lawyers that the disclosure deadline had passed, rejecting the suggestion that those reminders were a pretence intended to conceal deliberate delay. Nevertheless, the Court distinguished *ZQA & Ors v SCC & Anor* [2021] 3 HKC 458, an exceptional case involving technical and legal answers to interrogatories entrusted to professionals. Here, the disclosure required was comparatively straightforward and within the Defendant's capability. Once aware that the deadline had expired, she should have taken more active steps to secure compliance or an extension, rather than waiting for her lawyers.

Although the Defendant's evidence contained inconsistencies and possible lies, the Court was not satisfied beyond reasonable doubt that she had delayed disclosure to buy time to dissipate assets. The existence of grounds for granting freezing injunctions was distinct from proof of that allegation to the criminal standard. Disbelief of parts of the Defendant's evidence did not itself establish the Plaintiff's case.

The Court referred to authorities emphasising the importance of bringing breaches promptly to the Court's attention and considering whether committal remained appropriate and proportionate. Enforcement measures which might have been justified shortly after a breach might no longer be justified years later. The purpose and practical utility of the proceedings therefore required scrutiny.

Relevant considerations included the two-year delay in commencing contempt proceedings, the approximately three-month period of non-compliance, the protection afforded by the Defendant's daughter's undertaking concerning the transferred assets, and subsequent compliance with further disclosure orders to the extent established. The Plaintiff acknowledged that, although dissatisfied with the further disclosure, it had no grounds at that stage to show that it was incomplete. The Plain-

tiff acknowledged that, although dissatisfied with the further disclosure, it had no grounds at that stage to show that it was incomplete. The Plaintiff's abandonment of the allegation of contumelious breach also affected the assessment of the breach's seriousness. Taking these matters cumulatively, the Court concluded that the Defendant should no longer be committed.

The decision is a reminder that compliance with a court order remains the litigant's personal responsibility. A party should read the order, identify the obligations and deadlines, and take active steps to ensure compliance. Reliance on lawyers, even where their delay is established, does not necessarily provide a defence.

Equally, an established breach does not make committal inevitable. Applicants should act promptly and address why committal remains appropriate in light of subsequent compliance, protective measures and the proceedings' practical purpose. The dismissal here did not excuse the Defendant's breach; it reflected the Court's assessment that committal was no longer justified in all the circumstances.

Case 6

Court of First Instance permitted further expert evidence

Sunny Elegant Ltd v Chau Ngo Sheung & Ors [2026] HKCFI 6039

Date of Decision: 20 October 2026
Date of Reasons: 30 October 2026
Coram: H. Au-Yeung J

The proceedings concerned a water leakage claim relating to the Plaintiff's premises. A single joint expert ("SJE") had been appointed to investigate the source of the leakage and had subsequently prepared further reports addressing ongoing seepage, waterproofing and an earlier falling-concrete incident.

Following another falling-concrete incident on 4 October 2026, the Plaintiff sought the Defendants' consent to further expert evidence the next day. When it became clear that consent would not be forthcoming, the Plaintiff issued a summons on 8 October 2026. Owing to the Court's diary, the application was heard on 20 October 2026, only two days before trial. The proposed evidence concerned the new falling-concrete incident.

The 4th, 7th and 9th Defendants opposed the application, relying principally on its lateness and the prejudice to trial preparation. They also questioned the probative value and proportionality of further expert evidence.

The Court allowed the application and granted leave for the parties to adduce further evidence from the SJE on the causes of the latest incident and the necessary remedial works and costs. Referring to *Converge Design and Construction Co Ltd v Mount Kelly International Ltd* [2020] HKCFI 2433, the Court acknowledged the importance of early trial preparation. Delay alone may justify refusing an application to introduce new evidence when trial is imminent. Disruption to preparation, the need to consider and respond to new evidence, and the resulting distraction from trial preparation constitute actual prejudice.

Nevertheless, a late application is not invariably to be dismissed. The Court must consider all relevant factors and strike the appropriate balance in the particular circumstances, bearing in mind the primary aim of securing the just resolution of disputes in accordance with the parties' substantive rights. An important consideration was that the Plaintiff could not be blamed for applying at such a late stage. The incident had occurred only on 4 October 2026, and the Plaintiff promptly sought consent and then applied for directions. The proximity of the hearing to trial resulted from the Court's diary rather than any failure by the Plaintiff to act expeditiously.

The Court also rejected the argument that the Plaintiff should not be permitted to increase a claim already quantified in its Listing Questionnaire. The latest incident was a recent event which the Plaintiff could not have anticipated. The Court rejected the objection that the proposed evidence's probative value was uncertain. Similar expert evidence had been permitted following earlier falling-concrete incidents. Although the latest incident might prove unrelated to the alleged water seepage, that was precisely a question which the Plaintiff wished the SJE to address.

Nor was further investigation disproportionate merely because the fallen concrete allegedly consisted of small pebbles. Falling concrete could still be serious. A member of the building manager's staff had inspected and photographed the premises the following day, and no one suggested that the incident was fabricated. The Court considered that it would be unjust to disregard it altogether. The Court did not accept that further evidence from the existing SJE would necessarily render the trial estimate insufficient. Importantly, the SJE anticipated completing his report before the trial's scheduled conclusion on 20 November 2026, leaving sufficient time for the parties to respond.

The decision illustrates that an application made shortly before trial is not necessarily the product of culpable delay. The Court distinguished the timing of the application from the explanation for that timing, placing particular weight on the Plaintiff's prompt response to a genuinely new incident. Although prejudice to the opposing parties remained relevant, it was not decisive in isolation. For practitioners, the case highlights the importance of acting promptly when new developments require additional expert evidence. The imminence of trial should not, of itself, deter a properly justified application.

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