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Cause No: FSD 2026-0258 (JAJ)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

BETWEEN:

(1) CHONG CAO
(2) MAN FANG
(3) YIN KIU HAU
(4) ZHIXIA ZENG

Plaintiffs

-and-

(1) RAFFLES INTERIOR LIMITED

Defendant

-and-

(2) DING HING HUI
(3) PUI SAN LOKE

Proposed additional Defendants

Appearances:	**Mr Tim Penny KC instructed by Ms Jessica Williams and Mr Luke Fraser of Harney Westwood & Riegels (Cayman) LLP for the Plaintiffs**
	Mr Hermann Boeddinghaus KC instructed by Mr Nigel Smith and Mr Alex Wiltshire of Carey Olsen Cayman Limited for the Defendant
	Mr David Mumford KC instructed by Mr Bhavesh Patel of Travers Thorp Alberga for the proposed additional Defendants
Before:	**The Honourable Justice Jalil Asif**
Heard:	**8 September 2026**
Judgment:	**21 September 2026**

Civil procedure—joinder of additional defendants pursuant to GCR O.15, r.6(2)—test to be applied—whether to impose financial condition on joinder

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JUDGMENT

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A. Background

1. I heard argument on this summons on 8 September 2026. The summons seeks the joinder of the proposed additional defendants to the originating summons pursuant to GCR O.15, r.6(b). On 15 September 2026 I informed the parties that I would grant the relief sought on condition that the defendants to be joined make a payment into court of US $50,000 within 7 days. I also indicated that the Defendants collectively must coordinate to avoid all unnecessary duplication in their presentation of their respective positions, including giving consideration to whether the First Defendant should continue to play an active role in the hearing of the originating summons at all. I requested that the parties seek to agree an order for directions leading to a hearing of the originating summons on 22 October 2026. I now give my reserved judgment on the summons providing my reasons for those decisions.

2. The Plaintiffs are represented before me by Mr Tim Penny KC, instructed by Ms Jessica Williams and Mr Luke Fraser of Harney Westwood & Riegels (Cayman) LLP. The existing defendant, which I will refer to as the Company, is represented by Mr Hermann Boeddinghaus KC instructed by Mr Nigel Smith and Mr Alex Wiltshire of Carey Olsen Cayman Limited. Mr David Mumford KC, instructed by Mr Bhavesh Patel of Travers Thorp Alberga, appears on behalf of the proposed additional defendants, to whom I shall refer as Mr Ding and Ms Loke. Mr Ding and Ms Loke were executive directors of the Company at least until 11 August 2026, as explained later in this judgment. I shall refer to Mr Ding, Ms Loke and the Company's non-executive directors in the period up to 11 August 2026 (excluding Mr Zheng Neghuan) as the Directors or Former Directors, and I shall refer to the Company's directors purportedly appointed on 11 August 2026 as the New Directors.

3. The current proceedings are related to a parallel action in the Financial Services Division, for which I am the assigned judge, namely *<u>Han Vision Holdings Ltd v Raffles Interior Ltd</u>*. The plaintiff in those

proceedings, which is the majority shareholder in the Company, requisitioned an extraordinary general meeting of the company's members on 21 November 2025 with a view to removing the Directors and replacing them with new directors. The Directors postponed the EGM on two occasions, pursuant to a generally expressed power of postponement in the Defendant's Articles of Association, with the result that the EGM has been fixed to take place on 18 September 2026. This action by the Directors was despite a separate provision in the Company's Articles of Association requiring such an EGM to be held within 2 months of being requisitioned.

4. I delivered a judgment in the related case on 23 June 2026, ***Han Vision Holdings Ltd v Raffles Interior Ltd*** [2026] CIGC (FSD) 49, concerning, amongst other things, whether the Directors' postponement power allowed them to postpone the EGM as they had purported to do. I held that the Directors did not have power to do so and that the 2-month time limit for holding the EGM applied with the result that the Directors' purported postponements of the EGM were void.

5. The Company has pursued an appeal against that decision. I understand from counsel appearing before me in this matter that the Court of Appeal heard the Company's application for leave to appeal on 2 September 2026. I am told that the Court of Appeal gave leave to appeal and immediately proceeded to hear the substantive appeal. I am also told that the respondent to the appeal was not called on at the time, although the Court of Appeal later acceded to an application by the Company for leave to file written submissions on the substance of the appeal and for the respondent to have leave to file written submissions in response. I am told that the Court of Appeal indicated that it intends to give judgment on the appeal on or before 18 September 2026.

6. In the meantime, the Plaintiffs in these proceedings, who are other shareholders in the Company collectively owning more than 10% of the Company's shares, requisitioned their own EGM of the members on 26 June 2026 with a view to passing their own resolutions to remove the Directors and to appoint the New Directors in their place. The Directors failed to convene the EGM within 21 days from the requisition, as required by the Company's Articles of Association. The Plaintiffs therefore convened the EGM to be held on 11 August 2026, as they were entitled to do under the Company's Articles. On 4 August 2026, the Directors purported to postpone the EGM to 2 September 2026,

which is a date more than two months from the deposit of the Plaintiffs' requisition. The Plaintiffs proceeded with the EGM on 11 August 2026 on the basis that the Directors' postponement of the EGM was invalid for the reasons I had given in my judgment in the *Han Vision Holdings* case. The attendees at the EGM passed resolutions removing the Directors and appointing the New Directors.

7. Since 11 August 2026, there has been an ongoing dispute between the Plaintiffs and the Directors as to whether the Directors continue to have authority to act on behalf of the Company or whether they have been effectively removed, as the Plaintiffs contend. It does not appear to be in dispute that the sole basis for contesting the validity of the EGM and of the resolutions passed at the EGM on 11 August 2026 is the contention by the Directors, via the Company, that the Directors' postponement of the EGM on 4 August 2026 was valid and effective. Depending on the outcome of the Company's appeal in the *Han Vision Holdings* case, it is likely to be clear very soon whether or not there is any merit in that position.

8. On 14 August 2026, the Plaintiffs filed the originating summons giving rise to these proceedings. They stress that their claim is against the Company alone. As against the Company, their claim, as originally formulated, was for declarations that:

8.1 the Directors' resolution to postpone the EGM that the Plaintiffs had requisitioned was void;

8.2 the EGM was validly held on 11 August 2026;

8.3 the resolutions removing the Directors and appointing the New Directors were validly passed at the EGM;

8.4 the Directors have had no authority to act as the Company's directors since 11 August 2026; and

8.5 the New Directors have had authority to act as the Company's directors since 11 August 2026.

The Plaintiffs also sought orders that:

8.6 the Company add the minutes of the EGM to its minute book; and

8.7 the Company update its Register of Directors to reflect the resolutions passed at the EGM.

At the commencement of the hearing before me, the Plaintiffs sought leave to delete the claims for the declarations summarised in paragraphs 8.4 and 8.5 of this judgment. That application was not opposed, and I gave leave to delete the claims.

9. On 20 August 2026, Carey Olsen filed an acknowledgment of service on behalf of the Company indicating an intention to defend the originating summons. Carey Olsen and Mr Boeddinghaus continue to act for the Company both in these proceedings and in the *Han Vision* appeal, albeit Carey Olsen have stated in correspondence that they are not thereby giving any warranty of authority to act for the Company. Depending upon the outcome of the appeal in *Han Vision* and of this case, there may be an issue in the future as to the effectiveness of that attempt to qualify their position.

10. On 26 August 2026, Mr Ding and Ms Loke applied by summons to be joined as additional defendants in these proceedings pursuant to GCR O.15, r.6(2)(b). In brief summary, they seek joinder on the ground that they have a direct interest in the outcome of the proceedings, which will affect their legal status as directors of the Company.

B. The applicable law and the parties' contentions

11. The circumstances in which a person may be joined to proceedings are set out in GCR O.15, r.6(2)(b) as follows:

> *"(2) Subject to the provisions of this rule, at any stage of the proceedings in any cause or matter the Court may on such terms as it thinks just and either of its own motion or on application —*
>
> *(a) [...]*
>
> *(b) order any of the following persons to be added as a party, namely —*
>
> *(i) any person who ought to have been joined as a party or whose presence before the Court is necessary to ensure that all matters in dispute in the cause or matter may be effectually and completely determined and adjudicated upon; or*
>
> *(ii) any person between whom and any party to the cause or matter there may exist a question or issue arising out of or relating to or connected with any relief or remedy claimed in the cause or matter which in the opinion of the Court it would be just and convenient to determine as between the person and that party as well as between the parties to the cause or matter."*

12. Mr Ding and Ms Loke do not rely on the first ground in O.15, r.6(2)(b)(i), namely that they should have been joined as a party: they accept that the Plaintiffs were not obliged to do so. Instead, they

rely on the second ground in r.6(2)(b)(i), that their presence is necessary to ensure that all matters in dispute may be effectually and completely determined and adjudicated upon. They also rely on r.6(2)(b)(ii) and argue that they are persons between whom and the Plaintiffs there may exist a question or issue arising out of or relating to or connected with the relief claimed by the Plaintiffs which it would be just and convenient to determine. Mr Mumford submits that both limbs of GCR O.15, r.6(2)(b) apply a low bar for joinder to be appropriate.

13. Both leading counsel rely on *Re Bitmain Technologies Holding Company: Great Simplicity Investment Corporation v Bitmain Technologies Holding Company* [2020] 2 CILR 888, a judgment of Segal J, and *Betta Oceanway Co. v SC Tomini Trading SRL* [2025] EWCA Civ 595, a decision of the English Court of Appeal, concerning the principles applicable for joinder of new parties.

14. Mr Mumford accepts that the originating summons is framed as being a dispute between the Plaintiffs and the Company and that the relief sought ostensibly concerns whether the Directors' resolution to postpone the EGM was valid or void. However, Mr Mumford points out that, even after the amendments, the originating summons continues to seek declarations that the EGM was validly held and that the resolutions at the EGM were validly passed. Mr Mumford argues that the consequence, if the Court were to accept the Plaintiffs' argument, would be that the legal status of Mr Ding and Ms Loke as directors of the Company would cease. He argues that Mr Ding and Ms Loke therefore satisfy the threshold test for joinder because they will be directly affected by the outcome of the originating summons. He says that their presence is necessary so that the dispute *"may"* be effectually determined. He also says that there is a question or issue between Mr Ding and Ms Loke and the Plaintiffs relating to or connected with the relief claimed, namely their status as directors of the Company, which it would be just and convenient to determine in these proceedings to avoid the risk of a multiplicity of proceedings.

15. Mr Mumford says that there is an ongoing dispute regarding the authority of the Directors to continue to act in that capacity, with resulting question marks over the Company's ability actively to continue to defend the originating summons because of the uncertainty over whether it is the Directors or the New Directors who are entitled to give instructions on its behalf. In support of this,

he relies upon an affirmation of Ms Loke affirmed on 5 September 2026, one working day before the hearing, giving evidence of conversations she has apparently had with some of the non-executive directors. She says that they have expressed concerns to her about their potential exposure if the court concludes that the Directors were validly removed, such that the Directors' actions since 11 August 2026 are invalid.

16. Having regard to the potential effect upon them, Mr Mumford says that Mr Ding and Ms Loke should be entitled to make their own objections to the Plaintiffs' case regarding the validity of the Directors' resolution to postpone the EGM, the holding of the EGM and the resolutions passed at it. He adds that Mr Ding and Ms Loke should not have to rely on the Company to argue their case for them and that, given the issue of the Directors' authority, Mr Ding and Ms Loke cannot rely upon the Company to do so.

17. Mr Mumford submits that the joinder of Mr Ding and Ms Loke will enable the Company to take a back seat in the litigation, leaving it to the parties who have a genuine interest in the outcome of the originating summons to take the lead and to bear the costs risk, saving the shareholders from having to shoulder the costs of the dispute, as well as solving the authority issue, so that the Company does not need to continue to play an active role in the proceedings. Mr Mumford says that this supports his argument that there will be a real benefit in the joinder of Mr Ding and Ms Loke.

18. Finally, Mr Mumford says that there are no discretionary factors that point against allowing the application. In particular, he says that the summons was issued promptly and that there will not be any effect on the timetable for hearing the originating summons as a result of the joinder of Mr Ding and Ms Loke. He says that I should therefore exercise my discretion to join Mr Ding and Ms Loke as defendants.

19. The Plaintiffs oppose Mr Ding's and Ms Loke's application. Mr Penny argues on their behalf that the Company's own position is that Mr Boeddinghaus and Carey Olsen are ready and fully able to defend the originating summons. He says that there is no need for Mr Ding and Ms Loke to be joined as well,

and that their joinder will result in unnecessary duplication of work and will increase the time and costs of disposing of the dispute.

20. Looking at the originating summons, Mr Penny says that the only issue raised concerns the validity of the corporate steps taken, i.e. whether the postponement of the EGM was *ultra vires*: there is no suggestion that the Directors have acted in breach of fiduciary duty and the Plaintiffs are not questioning the authority of the Directors to provide instructions to Carey Olsen on behalf of the Company. Mr Penny points out that a disagreement about the validity of resolutions is the kind of dispute that is brought before the Financial Services Division on a regular basis. He argues that, if Mr Ding and Ms Loke's position were correct, then directors should be joined in every such case, which is clearly not what happens in practice.

21. Basing himself on *Betta Oceanway*, Mr Penny submits that the first question for the court is, what is the matter in dispute in the proceedings: see paragraph 42 of that judgment, and the court must then take into account the discretionary considerations, including that joinder must be *"desirable"*: see paragraph 37 of the same judgment. Mr Penny says that it has been clear for a considerable time that the Plaintiffs are limiting their complaint to whether the Directors' postponement of the EGM was *ultra vires*. If that position is upheld, then there will be immediate consequences for the validity of the EGM and of the resolutions passed at it because the Company has not indicated that it intends to put forward any other justification for arguing that the EGM did not proceed on a valid footing. Mr Penny accepts that this will have a consequential impact on Mr Ding's and Mr Loke's positions as directors but argues that this is an indirect effect only, not justifying their joinder. In addition, he says that the Company is represented, is intending fully to defend the originating summons, the Company can perfectly adequately make the case that the Directors acted *intra vires*, and that there is no need for Mr Ding and Ms Loke to be joined.

22. Mr Penny also points out that the Plaintiffs, as shareholders, do not have direct claims against Mr Ding and Ms Loke as directors: any claim against them would have to be brought by the Company for breach of their duties owed to the Company. He argues that the absence of a cause of action vested in the Plaintiffs against Mr Ding and Ms Loke also points against their joinder.

23. Mr Penny relies on the English Court of Appeal judgment in *Ragab v Abdelmamoud & The Egyptian Association in Great Britain Ltd* [2018] EWCA Civ 879 concerning what amounts to being directly affected by the outcome of a case. However, I accept Mr Mumford's response that *Ragab* is very different factually, so that it does not provide any useful guidance as regards the application before me.

24. On the question of the exercise of the court's discretion, Mr Penny submits that the joinder of Mr Ding and Ms Loke will add to the costs of the action unnecessarily and will add nothing of utility to the proceedings because the relevant issues are all being fully contested between the Plaintiffs and the Company. Although Mr Ding and Ms Loke suggest that the Company might be treated as the subject matter of the action or might not actively participate or only do so to a limited extent, Mr Penny points out that the Company has not made any application along those lines and gives every impression that it intends fully to participate in the proceedings.

25. Finally on the substance of the application, Mr Penny is suspicious about the timing of Ms Loke's evidence regarding the concerns apparently expressed by the non-executive directors. He notes that the EGM replacing the Directors took place on 11 August 2026, the proceedings have been on foot since 14 August 2026 and that Mr Ding's and Ms Loke's summons was filed on 26 August 2026. On 31 August 2026, the Plaintiffs' attorneys wrote a detailed letter arguing that there was no issue regarding the Company's authority to act and to instruct Carey Olsen, as evidenced by their conduct up to that date, to which Carey Olsen replied on behalf of the Company on 1 September 2026 stating that the *"Company's position remains that the incumbent Board continues to have authority to act on the Company's behalf."* Mr Penny says that the hearing of the Company's application for leave to appeal in the *Han Vision* proceedings then took place on 2 September 2026, which he describes as having had a very poor outcome from the Company's point of view. He says that it was only following this, on 4 September 2026, that Ms Loke swore her affidavit asserting for the first time the existence of the non-executive directors' concerns regarding their position. Mr Penny seems to be suggesting that Ms Loke's affidavit is a tactical attempt to allow Mr Ding and Ms Loke to take the lead because the Company's strategic position in the dispute has been damaged.

26. Mr Penny submits that, if I am willing to order joinder of Mr Ding and Ms Loke, then I should impose a condition of a substantial payment into court, in the region of US $390,000, based on the costs incurred and anticipated to be incurred by the Plaintiffs in the proceedings. He relies on ***Betta Oceanway*** at paragraphs 61 and 62, where Males LJ said:

> *"61. Having considered the factors which persuaded the judge that it would not be desirable to add Mr Vatistas as a party, I remain of the view that there is a real risk that these proceedings are an abuse of process and that the only way to ensure that the court does not give its authority to what may be a false declaration which would be used to mislead the court in Romania is to allow Mr Vatistas to be joined as a defendant. It is, therefore, desirable that he should be joined. I am fortified in this conclusion by the fact that this was also the view of the arbitrators, the tribunal initially chosen by the parties to resolve Betta's claim for a declaration.*
>
> *62. However, I recognise that it may turn out that the debt is indeed due and that it is Mr Vatistas who is causing mischief by seeking to participate in these proceedings, rather than the other way around. I would therefore make his joinder conditional on payment into court (or the provision of security in some other form reasonably acceptable to the existing parties) of £400,000 which will stand as security for the costs of the existing parties. That is not an attempt to predict the costs of the litigation once Mr Vatistas has been joined, but is a substantial sum which will enable him to demonstrate that his case is advanced in good faith. Mr Petrochilos did not ultimately resist the suggestion that joinder should be conditional on the provision of such a sum, although he did submit that any order for such security should be of that order and should not run into millions."*

27. Mr Penny describes the imposition of a condition of a payment into court as being the price for being allowed to join in the proceedings. He says that this has nothing to do with security for costs. However, at the same time, he seeks to quantify this *"price"* by reference to the Plaintiffs' costs of the proceedings or, as a fall-back position, to the additional expense likely to be incurred by the Plaintiffs in enforcing a costs order against Mr Ding and Ms Loke overseas rather than against the Company, which is Cayman incorporated. He also describes the purpose of the payment into court as being to enable the Plaintiffs to execute on the Defendants' costs liability quickly and easily, without having to chase Mr Ding's and Ms Loke's assets in other jurisdictions. This approach is difficult to reconcile with Mr Penny's attempt to disavow any link with the condition being a form of security for costs.

28. Mr Mumford responds that it is clear that the Court of Appeal in ***Betta Oceanway*** approached the imposition of a payment condition as guaranteeing the good faith of the defendant being joined, notwithstanding that the Court of Appeal used the language of security for costs. He submits that there is no suggestion here that Mr Ding and Ms Loke are not acting in good faith. Mr Mumford

argues that there must be a reason for applying a payment condition, and that there is none advanced other than providing security for the Plaintiffs' costs of the action. However, he says, that would be wrong in principle because the Plaintiffs have not satisfied and cannot satisfy the requirements for obtaining security for costs.

29. Moreover, drawing on the English Court of Appeal's judgment in *Huscroft v P&O Ferries Ltd* [2010] EWCA Civ 1483 concerning the general power under the English CPR to impose the condition of a payment of a sum into court when making orders, Mr Mumford submits that the court cannot use a power to order conditions to sidestep the requirement to apply the relevant principles for security for costs. Lord Justice Moore-Bick said at paragraph 14:

> *"14. […] It would be wrong, in my view, to encourage litigants to regard rule 3.1(3) as providing a convenient means of circumventing the requirements of Part 25 and thereby of providing a less demanding route to obtaining security for costs. In my view, when the court is asked to consider making an order under rule 3.1(3) or 3.1(5) which is, or amounts to, an order for security for costs, or when it considers doing so of its own motion, it should bear in mind the principles underlying rules 25.12 and 25.13. […]"*

30. Mr Mumford concludes that, if the court is nonetheless minded to require a financial payment in the nature of security for costs, then any such payment should be limited to the additional costs of enforcement in Mr Ding's and Ms Loke's home jurisdictions, applying *Nasser v United Bank of Kuwait* [2002] 1 WLR 1868, and as to which he says there is no evidence.

31. Mr Boeddinghaus did not make any submissions initially but replied to Mr Penny's oral submissions to argue that the dispute in this case is analogous to a shareholder dispute, where it is common for the company not to take an active role. He says that the issue of the Directors' ability to continue to control the Company and to give instructions on its behalf is not a new issue but has been a concern for some time. Notably, Mr Boeddinghaus did not submit that, if Mr Ding and Ms Loke were to be joined, the Company would step back and no longer play an active role in defending the originating summons.

C. Discussion

32. The underlying factual matrix in *Re Bitmain Technologies Holding Company: Great Simplicity Investment Corporation v Bitmain Technologies Holding Company* [2020] 2 CILR 888 was quite similar to this case, involving a shareholder complaining about the validity of certain corporate meetings and votes. The shareholder pursued a claim against the company for declarations regarding the validity of the meetings and votes but did not join its co-shareholder, notwithstanding that its case was that the co-shareholder had exercised its power to vote improperly. The plaintiff argued that there was no need to do so because its claims were for declarations against the company and could be fairly adjudicated without the joinder of the co-shareholder. The company complained that the plaintiff's claim was improperly formulated without joining the plaintiff's co-shareholder but did not make any application itself for that joinder. Justice Segal considered, against that background, whether it was necessary for the co-shareholder to be joined as a defendant, and whether the court would make such an order of its own motion.

33. Justice Segal explained at paragraphs 26 and 27 that in this kind of situation, the company is the proper defendant to the shareholder's claim for a declaration of invalidity of the resolution in question. The shareholder has standing to bring such a claim because his rights as a shareholder are infringed by the company acting or threatening to act on the basis of the invalid resolution. The shareholder has a right to enforce the provisions in the Articles of Association regarding corporate governance and to restrain the company from acting in breach of its Articles of Association.

34. Ultimately, Segal J concluded that he would not require joinder of the plaintiff's co-shareholder. At paragraph 34 of his judgment, Segal J described the applicable principles as follows:

> *"34. A number of principles apply to the application of GCR O.15, r.6(2)(b):*
>
> *(a) A plaintiff who conceives that he has a cause of action against a defendant is entitled to pursue his remedy against that defendant alone and cannot be compelled to proceed against other persons whom he has no desire to sue.*
>
> *(b) The jurisdiction is guided by the preference for completeness of adjudication (see the 1999 White Book 15/6/8 and 15/6/10). The object of the rule is to prevent multiplicity of actions and to enable the court to determine disputes between all parties to them in one action (and to prevent the same or substantially the same question being tried twice with possibly different results).*

> *(c) The third party must have an interest which is directly related to or connected with the subject matter of the action. The interest must be a legal and not just a commercial interest (see* In re I.G. Farbenindustrie A.G. Agreement *([1944] Ch. at 43–44, per Lord Greene, M.R.)).”*

35. With respect to Segal J, there is a risk that his statement in paragraph 34(a) of his judgment, that a plaintiff cannot be compelled to proceed against other persons whom he has no desire to sue, may be misconstrued and read too widely. It is certainly a general principle that a plaintiff is free to choose whom he wishes to sue. However, that freedom of action is constrained by GCR O.15, r.6. An important purpose of GCR O.15, r.6 is to allow someone whom the plaintiff does not want to sue to be joined to the proceedings against the plaintiff's wishes where the requirements of the Rules are made out and the court exercises its discretion in the applicant's favour. The consequence of doing so is that the plaintiff must then proceed against the applicant as well as the defendants whom the Plaintiff does wish to sue. However, subject to that qualification, the principles expressed by Segal J in paragraph 34 of his judgment are uncontroversial, and I adopt them.

36. ***Betta Oceanway*** concerned an appeal by a shareholder and former director of a company from the refusal of the judge at first instance to allow him to be joined to contest whether a debt admitted by the company was in fact due to the claimant. Lord Justice Males gave the judgment, with which Asplin and King LLJ agreed. In the course of his judgment, Males LJ explained that the phrase *"the matters in dispute in the proceedings"* in CPR 19.2, which is the provision in England governing joinder of parties:

> *"36. … must be given a wide interpretation, in order to ensure that persons whose rights may be affected by the court's decision can be heard when it is desirable that they should be."*

However, referring to the judgment of Sir Terence Etherton MR in ***In re Pablo Star Ltd*** [2017] EWCA Civ 1768, Males LJ cautioned in paragraph 37 that:

> *"37. However, a third party will not be joined unless it is 'desirable' that he should be. The need for this condition to be satisfied operates as a control mechanism to ensure that a third party is not permitted to gatecrash proceedings in which he has no legitimate business, where his presence would unduly complicate or add to the cost of the proceedings or where his presence would add nothing because the relevant issues are being contested by the existing parties. Sir Terence Etherton MR went on to explain what he described as 'the twin lodestars' to be considered on an application under CPR 19.2(2). He distinguished between third parties whose interests would be directly affected by the litigation and those who would only be indirectly affected."*

37. I accept Mr Mumford's argument that Mr Ding's and Ms Loke's status as directors of the Company will be directly affected by the outcome of the originating summons proceedings: the relief sought by the Plaintiffs includes declarations that the resolutions passed at the EGM on 11 August 2026 were valid, i.e. that Mr Ding and Ms Loke were properly removed as directors of the Company. In my judgment, there is a clear and direct impact upon Mr Ding's and Ms Loke's status as directors of the Company. I am therefore satisfied that Mr Ding and Ms Loke have a sufficient interest in the proceedings that they can seek joinder under GCR O.11, r.6(2(b)(ii) as persons between whom and the Plaintiffs there may exist a question or issue arising out of or relating to or connected with the relief claimed by the Plaintiffs which it would be just and convenient to determine. However, I am not persuaded that they pass through the second gateway in GCR O.11, r.6(2)(b)(i), namely that their presence is necessary to ensure that all matters in dispute may be effectually and completely determined and adjudicated upon. In my view, it is perfectly possible to determine all matters in dispute effectually and completely without the need to include Mr Ding and Ms Loke as parties to the proceedings.

38. Turning to the factors influencing the exercise of my discretion, I accept Mr Mumford's argument that Mr Ding's and Ms Loke's summons was issued promptly and that there is unlikely to be any impact on the progress of the proceedings towards a determination as a result of their joinder.

39. I am sceptical that Mr Ding and Ms Loke have a different position to advance than that of the Company, at least for so long as Carey Olsen continue to take the view that the Directors are entitled to give instructions on behalf of the Company, and they have not indicated any intention to change that position. Neither Mr Mumford nor Mr Boeddinghaus sought to suggest that there was likely to be any difference at all between the positions of Mr Ding and Ms Loke and that of the Company as to the validity of the Directors' postponement resolution. I am also very sceptical that, but for the joinder of Mr Ding and Ms Loke, the Company would not fully argue its response to the Plaintiffs' claim or would be inhibited from doing so by reason of the issue of the Directors' authority to give instructions for the Company. As I have indicated, I note that Mr Boeddinghaus does not suggest that there is any impediment to the Company being able to do so, and he did not volunteer that the Company would step back from being an active combatant if Mr Ding and Ms Loke were to be joined

as defendants. Neither have Carey Olsen given that indication in the correspondence between the parties that I have seen.

40. I do not agree with Mr Boeddinghaus's submission that there is an analogy to be drawn with the situation of a shareholder dispute, where the company often adopts a neutral position. The Plaintiffs' claim is directed squarely against the Company and its essential nature is an action to compel the Company to comply with the terms of its Articles of Association. That is a long way from a shareholder dispute, where the Company does not have an interest of its own to protect. In this case, there is no cause of action against Mr Ding and Ms Loke. Mr Ding and Ms Loke wish, in essence, to step into the Company's shoes and to run the Company's arguments on its behalf. It is this very unusual feature that provides the possibility of the Company riding on Mr Ding's and Ms Loke's coattails. I do not consider that the absence of a cause of action against Mr Ding and Ms Loke vested in the Plaintiffs requires that I reach a different conclusion on the question of joinder. I do not see that the addition of Mr Ding and Ms Loke as defendants will affect the technical form of the proceedings, as opposed to the practical resolution of the issues between the Plaintiffs, the Company and Mr Ding and Ms Loke.

41. There is substantial merit in Mr Penny's complaint that joinder of Mr Ding and Ms Loke will result in an increase in costs and a likely increase in the duration of any hearings in this matter. However, this can be minimised firstly by a direction that the Defendants collectively must coordinate to avoid all unnecessary duplication in their presentation of their respective positions, including giving consideration to whether the First Defendant should continue to play an active role in the hearing of the originating summons at all; secondly by active case management including limiting the time available to the Defendants collectively for their submissions at the hearing of the originating summons; and thirdly by close scrutiny of the Defendants' costs claims, if they are ultimately the successful parties.

42. Whilst the various considerations relevant to the exercise of my discretion are finely balanced, I conclude that they come to rest in Mr Ding's and Ms Loke's favour. The avoidance of the risk of other proceedings and the benefit of ensuring that Mr Ding and Ms Loke are bound by the judgment are

positive factors, as is the desirability of giving them the opportunity to put forward their counterarguments regarding the validity of the postponement resolution, given that the outcome will have a direct effect upon them.

43. I cannot express a view about the circumstances in which Ms Loke's affirmation affirmed on 5 September 2026 was prepared, affirmed and served. However, it is notable that in both the *Han Vision* proceedings and in these proceedings, Mr Ding and Ms Loke, apparently supported by the other Directors, appear determined to frustrate the wishes of a large majority of the Company's shareholders as to the composition of the Company's board of directors.

44. I find this a troubling aspect of Mr Ding's and Ms Loke's conduct that makes me doubt their *bona fides*. I simply do not understand why they are so unwilling to accept the preference of the Company's shareholders for a change of directors and why they have taken the positions they have to cause the Company to prevent that from happening. It suggests that there may be something going on within the Company that they do not want to be exposed to the light.

45. This leads me to the conclusion that this is a case where it is appropriate to impose a substantial financial condition on Mr Ding's and Ms Loke's joinder as defendants. I stress that this is not imposed as a form of security for costs, but because I have real concerns about both the merits of Mr Ding's and Ms Loke's position and as to their motivations for wanting to dispute the invalidity of the postponement resolution and the validity of their removal as directors of the Company.

46. In my judgment an appropriate condition is that Mr Ding and Ms Loke must pay into court the sum of US $50,000 by 23 September 2026, that is within 7 days after the date when my decision was communicated to the parties. This is a tight timetable that I have intentionally chosen for two reasons. The first is that Mr Ding and Ms Loke have known for some weeks that the Plaintiffs were seeking a condition that they should pay nearly US $390,000 into court. Mr Ding and Ms Loke should therefore already have put arrangements into place to pay a sum into court that might be as much as that figure, in case their arguments against such a condition being imposed were to fail. Secondly, all parties intend that these proceedings should advance at a speedy pace. I have already indicated

that the final hearing of the originating summons is scheduled for 22 October 2026, some 5 weeks from now. I consider that requiring payment into court within 7 days is commensurate with the overall intended rate of progress of the proceedings. In default of payment within that timescale, Mr Ding and Ms Loke will not be joined unless they successfully apply for an extension of that period, which will require cogent evidence of their finances and inability to pay within the timescale originally ordered.

47. Finally, I invite the parties to seek to agree the question of costs and suitable directions to progress the proceedings to the hearing on 22 October 2026. In the absence of agreement, I will hear the parties further either at a short oral hearing or by way of written submissions.

Dated 21 September 2026

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THE HONOURABLE JUSTICE JALIL ASIF
JUDGE OF THE GRAND COURT