CASE UPDATE 2/2026

How Cross-Examination Exposed the Truth Behind a Fabricated "Call Option Agreement" that Never Existed

Takeaways from *Navinderjeet Singh A/L Gurmit Singh v Total Alpha Sdn Bhd* [2022] MLJU 3799 (High Court)

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This is a family dispute at its best, where a son holding just a single share in a company sought to produce a document years after the fact, alleging it entitled him to seize control of the company from his own father. The High Court's decision in *Navinderjeet Singh A/L Gurmit Singh v Total Alpha Sdn Bhd* [2022] MLJU 3799 is a crucial reminder that the Courts will look beyond the 'ink on a page' and scrutinise the story behind it.

Brief Facts

The Defendant, Total Alpha Sdn. Bhd., is an investment holding company at the apex of a corporate group that includes Allgreentech International PLC (a United Kingdom-listed entity), Acepoint Venture Sdn. Bhd. and Malaysian Mega Galvaniser Sdn. Bhd., the revenue-generating arm. The Plaintiff, Navinderjeet Singh, was a contributory and former director of the Defendant. The company's current directors are his father, Gurmit Singh ("**Gurmit**"), and brother, Richaljeet Singh.

In 2015, the Plaintiff resigned as director and transferred 1,000 shares, i.e., 99.9% of the Defendant's paid-up capital, to Gurmit, retaining only a single share. Two (2) years later, sometime in 2017, he filed a winding-up petition against the Defendant, on just and equitable grounds. Nearly a year into that petition, the Plaintiff surfaced a Call Option Agreement purportedly dated 30.03.2011 and signed by his uncle, Kirpal Singh ("**Kirpal**"), on behalf of the Defendant ("**COA**"), with a former employee, Lynette Suppiah ("**Lynette**"), as attesting witness. The COA purportedly entitled the Plaintiff to subscribe for up to 90,000 new shares at RM1.00 per share, enough to hand him majority control over the company.

The Plaintiff withdrew the winding-up petition and then pursued a fresh Originating Summons seeking to enforce the COA, compel the Defendant to issue the shares and freeze all share transfers pending disposal.

Defendant’s Position

Our firm acted for the Defendant in these proceedings, where the team was led by Norazmi Norazman, with Ahmad Fadzly Abdul Gani and Jasneeta Kaur Bhullar. The Defendant challenged the COA’s authenticity on various grounds:

The COA was absent from all of the Defendant’s corporate files, registers, financial records and audited reports.

Not a single board or members' resolution had ever been passed to authorise it, which also happens to be a mandatory requirement for any agreement requiring a company to issue shares.

The Company Secretary testified that she had never seen the COA until the Plaintiff served it in 2018 (sometime around the initiation of the Originating Summons).

A Subscription Agreement entered into on the very same date (30.03.2011) had followed all proper corporate procedures and protocols, including formal resolutions - unlike the COA.

A document of such significance would have logically been deployed at the outset of the winding-up petition, not produced as an afterthought a year into contested proceedings.

The COA was allegedly fabricated by the Plaintiff with the assistance of Kirpal and Lynette, both of whom bore personal grievances against the family.

What Unravelled During Cross-Examination

The Originating Summons was subsequently converted to a Writ action by a Consent Order to allow for oral testimony, and it was in cross-examination that the Plaintiff’s case collapsed.

- **Kirpal** - He admitted that he was, in the Court's words, *"but a marionette of the Plaintiff"*. He conceded he signed whatever the Plaintiff asked him to sign without reading it (which he repeated in re-examination). He could not recall when the COA was signed, did not know what a call option agreement was and admitted he was in court *"to do the Plaintiff a favour"*. Most critically, under intense cross-examination, Kirpal admitted to signing the COA sometime in 2017 to 2018, not 2011.

- **Lynette** - A previous employee of the company, she claimed she witnessed the signing in March 2011, but only commenced employment in May 2011. When questioned further, she insisted she had witnessed the document. The Court described her as *"a partisan witness"* whose answers, *"while given craftily and assertively, did not make her a believable witness"*.

- **Plaintiff** – He admitted the COA was backdated to 30.03.2011, could not explain why and conceded that no board or shareholders' resolution had been passed to approve it.

High Court's Decision

The High Court found the Plaintiff's witnesses unreliable, noting their body language and demeanour reinforced the conclusion. In **dismissing the Plaintiff's claim with costs**, the High Court concluded that the COA *"was but a document manufactured by the machinations of the Plaintiff"*.

The High Court noted that: the COA surfaced a year into the winding-up petition and not from the outset; the COA provided multiple exercise windows from 2012 onwards which the Plaintiff could have utilised to resolve the issue without litigation; the COA was absent in the Defendant's records; not a single resolution authorised the COA; and the Plaintiff conceded to backdating the COA without explanation but later relied on the Duomatic Principle which the High Court did not entertain.

Lessons Worth Noting

- **A document that appears valid on its face may not withstand judicial scrutiny**, especially where corporate records, board resolutions and independent corroboration are all absent. Its authenticity can be challenged rigorously, particularly through the testimony of the company's own governing arms, such as the Company Secretary, Finance Manager or even auditors.

- **Cross-examination remains the most effective and ultimate truth-finding mechanism.** The conversion of the Originating Summons to allow oral testimony proved pivotal. Without it, the implausibilities riddling the Plaintiff's case may never have been revealed.

- **The importance of corporate governance (internally and beyond).** The contrast between the properly documented Subscription Agreement and the undocumented COA, both allegedly executed on the same date, turned out to be the most compelling indicator of fabrication.

- **Credibility is everything.** Kirpal's admission that he blindly signed whatever the Plaintiff placed before him and Lynette's evidence of witnessing a document two (2) months before she even joined the Defendant, unravelled and destroyed the Plaintiff's case from within.

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