

CONTRACT

Agreement – Whether there was consensus *ad idem* – Correspondence showed counter offers and rejection of offers – Whether contract was concluded – Whether there was binding contract – Contract Act 1950, s. 2(a)

Philip Bell Booth & Anor v Navaratnam Narayanan

[2016] 9 CLJ 37, Court of Appeal

Facts The appellants, in attempting to secure a contract with KLCC, purported to use the services of the respondent to assist in securing the project, with the promise of giving the latter 5% owned by the second appellant in Aquawalk Sdn Bhd (“Aquawalk”). The respondent introduced the first appellant to the CEO of KLCC and a contract was eventually concluded between Aquawalk and KLCC. The respondent demanded his 5% shareholding but the appellants refused. The respondent then commenced this suit alleging that the appellants had breached the contract. The High Court Judge concluded that on the totality of evidence, there was a “*consensus ad idem*” between parties. The appellants appealed.

Issue The main issue is whether there was a concluded contract between the appellants and the respondent.

Held In allowing the appeal, the Court of Appeal held that the finding of the trial judge was based on insufficient appreciation of evidence. Numerous offers were made by the first appellant to the respondent but from the chronology of events, it was clear that each and every time when the offers were made, the respondent rejected the offers and/or put up another counter-offer which could be clearly seen in the correspondence between the parties. It, therefore, could not be said that there was a concluded contract.