

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO 654 OF 2025

BETWEEN

INFO SALONS TECHNOLOGY SERVICES (HK) LIMITED Plaintiff

and

FENG WENGUO (馮文國) 1st Defendant

LI TUNG YAT (李東逸) 2nd Defendant

EVENTLYTE LIMITED 3rd Defendant

Before: Hon K Yeung J in Chambers in Chambers

Date of Hearing: 11 April 2025

Date of Decision: 11 April 2025

DECISION

1. This is the return date hearing on Summons Friday morning of the summons taken out on 31 March 2025 by the plaintiff (“P”) for an interlocutory injunction against the 2nd defendant (“D2”) to restrain him from breaching certain covenants (the “**Employment Covenants**”) in his employment agreement with P (the “**Employment Agreement**”). The

duration of the injunction being sought is until 7 June 2025. That is the date when the most relevant of those covenants are going to expire.

2. Parties seek directions for the substantive hearing of the summons be adjourned to 25 April 2025 (the Summons Friday 2 weeks from now).

3. Summons Fridays are not normally suited for substantive hearings of contested applications. But on the special facts of this case, I, though with some reluctance, am prepared to accede to that request.

4. P at this stage seeks an interim interim injunction for 2 weeks in the same terms.

5. I have read the affirmations in support and opposition. The main ones are the 3 from Wong Chau Wai and the 1 from D2. The following core facts are relevant. I add immediately at this stage that any observations I make below are necessarily preliminary in nature.

6. P is a limited company. It is part of Info Salons Group. It carries on business of offering IT support for event and exhibition organizers, collecting and processing large volumes of attendee data, and then generating post-show reports to assist clients in gauging attendance trends and marketing effectiveness.

7. A key component of P's operations is said to be an internally developed Online Database Management System Web Based Application, which evolved from the Infoweb Systems developed by Info Salons

Group (the “**Systems**”). It is said that both systems have taken P significant resources and time to build.

8. P says that it has a number of loyal clients. One of the major ones is Informa Markets Asia Ltd (“**Informa Markets**”). It has been a longstanding client for over 18 years. It has regularly engaged P for multiple and annually recurring shows and exhibitions. One such line of shows and exhibitions is the Jewellery Fairs held in Hong Kong in March, June and September every year (the “**March Jewellery Fair**”, “**June Jewellery Fair**” and “**September Jewellery Fair**”). Of the 3, the March one is relatively smaller, the June one bigger, and the September one biggest.

9. Between 2014 and 7 June 2024, D2 was under P’s employ. He held the position of Deputy General Manager. He was effectively the second-most senior figure in P’s organizational hierarchy.

10. The last day of D2’s employment was 7 June 2024. He left upon his resignation, which he tendered in May 2024.

11. The Employment Agreement between P and D2 contains a number of restrictive covenants, against disclosure of information, non-solicitation of business, non-enticing away of *inter alia* P’s employee and officer, and non-competing (“**Non-disclosure Covenant**”, “**Non-solicitation Covenant**”, “**Non-enticement Covenant**” and “**Non-competing Covenant**” respectively). The effective duration of the Non-solicitation, Non-enticing Away and Non-competing is 12 months from the end of his employment.

12. I have considered the terms of those covenants.

13. D3 is a Hong Kong limited company. It was incorporated on 1 August 2024. There is no dispute that it was set up by D2, and that it carries on a line of business similar to that of P.

14. There is no dispute that D3 handled the March Jewellery Fair 2025 for Informa Markets. D2 also says that Informa Markets has chosen D3 as the service provider for the June Jewellery Fair 2025. This is disputed by P.

15. Sharon Chong used to be employed by the Info Salons Group. She was seconded to P as an Assistant Project Manager. She tendered her resignation on 5 July 2024, and her last day of employment with P was 6 September 2024. D2 has revealed that she has joined D3 since November 2024.

16. On 6 March 2025, P through its solicitors issued a cease-and-desist letter to D2 and D3. Another letter was issued on 27 March 2025. There has been no reply.

17. I have considered *China Shanshui Cement Group v Zhang Caikui* [2018] HKCA 409. In considering whether to grant any interim interim relief, the court has to do practical justice on the balance of fairness. I have also reminded myself of the approach discussed in *Music Advance Ltd v Incorporated Owners of Argyle Centre* [2010] 2 HKLRD 1041 (applied in *China Shanshui* – see §18).

18. I note, given the soon expiry of the Non-solicitation, Non-entice-ment Away and Non-competing Covenants (7 June 2025), the results of this application might in effect dispose of the part of this action for injunctive relief finally. In this regard, I have considered *BFAM Partners (Hong Kong) Ltd v Gareth John Mills* [2021] HKCFI 2904 at §§20-22 and *GFI (HK) Securities LLC v Gyong Hee Kang* (HCA 1319/2015, 23 June 2015) at §§25-28.

19. For the following reasons, I refuse any interim interim relief at this stage:

(a) In respect of the Non-disclosure Covenant, it does not appear to be the core of P's complaint. P's focus is those Employment Covenants which have an effective period of 12 months. The Non-disclosure Covenant is not subject to that;

(b) P's case based on any breach of the Non-disclosure Covenant is in any event vague and non-specific at this stage. The exact information involved has not been pin-pointed. Whether the Systems are up-to-date and remain useful is also a concern;

(c) In respect of the Non-solicitation Covenant, the facts are not clear as to whether it was Informa Markets which sought out D2's help, or whether it was D2 who solicited its patronage. If the former, there may not have been any breach of the Non-solicitation Covenant;

(d) In respect of the Non-entice-ment Covenant, I have concern as to its applicability in relation Sharon Chong. She is not an employee of P, but was only employed by a company

within the Info Salons Group. There is also the concern as to whether it was she herself who requested to join D3, as opposed to she having been enticed away;

(e) In respect of the Non-competing Covenant:

(i) D2 and D3 appear to have been competing with P in its field of business;

(ii) The main argument raised at this stage on D2's behalf is the apparent wide scope of that covenant;

(iii) But it appears to me that the covenant can be read down. There is also this paragraph in the Employment Agreement, that:

If any provision of this clause is unenforceable, illegal or void it is severed and the other provisions remain in force.

(iv) P's case however concerns mainly D2 and D3's competition with it for the patronage of Informa Markets;

(v) Mr Ng submits at §51 of his written submissions that:

without the injunction, P will suffer near-certain irreparable harm: (1) loss of the June Jewellery Faire; (2) likely loss of the September Jewellery Fair; and (3) the permanent displacement from Informa Markets' suite of events, given the next cycle of events will be locked in with D3. If P stands to lose the trust of a major anchor client like Informa Markets, that could wholly degrade P's foothold in the events industry over time.

(vi) But:

(1) The March Jewellery Fair 2025 has been completed;

(2) The evidence at this stage suggests that D3 has in fact been chosen to handle the June Jewellery Fair 2025;

(3) On the evidence, point (3) made by Mr Ng in the above cited submission may with respect be an over-statement. Informa Markets are free to choose its service providers. The fact that it has at one stage chosen another service provider may not mean that it will not choose P again in any future fairs, or that its trust in P has been or will be lost;

(4) In any event, any loss that P may suffer or may have suffered via the loss of patronage by Informa Markets insofar as the June and September Jewellery Fairs are concerned can be compensated by damages;

(vii) The interim injunction being sought, if granted on 25 April 2025, will last less than 2 months. Even shorter for this interim interim injunction being sought. The evidence is not clear as to, besides the patronage of Informa Markets, what other loss P may suffer without the short injunction, or what other loss can be prevented by it;

(viii) On the other hand, there is force in Ms Chau's submission that if D2 is to be abruptly stopped by an interim interim injunction from continuing with his work on the June Jewellery Fair 2025, he will suffer an irreparable damage to his professional reputation. A third party, Informa Markets will be in limbo as to

its organization of the June Jewellery Fair 2025. D2 and D3 may also be liable to it for breach of agreement;

(ix) I note Mr Ng's submissions that D2 has not on affirmation stated the prejudice he and D3 may suffer as a result of the imposition of the interim interim relief. On the basis, as has been affirmed to by D2, that D2 has been chosen as the service provider, the prejudice can be a matter of, in my view, common commercial sense;

(x) During the submissions, Mr Ng put forward the possibility of a narrower interim interim injunction focusing on only the June Jewellery Fair 2025. It has to be appreciated in context that P's case has in fact all along focused on, as submitted by Ms Chau, one company and one event. The proposed narrowing down of the interim interim relief in any event does not cure most of the problems I have identified and discussed above. In particular, even such a narrower injunction would immediately prevent D2 and D3 from their preparation of the June Jewellery Fair 2025.

20. On the facts before me, I am of the view that balance of fairness is against the grant of any interim interim relief.

21. Having heard parties, I reserve costs, but with certificate for counsel.

22. I will hear parties further on the directions to be given.

(Keith Yeung)
Judge of the Court of First Instance
High Court

Mr Ernest Ng and Mr Calvin Ng instructed by Alvan Liu & Partners,
for the Plaintiff

Ms Vivian Chau of Tony Au & Co, for the 2nd and 3rd Defendants