THE PARALEGAL DESK

Litigation

A printable reference pack for Hong Kong paralegals and legal executives.

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Reference edition, fees checked to 14 November 2026. Educational material only, not legal advice. Fees, time limits and practice directions change: verify against the current ordinance, practice direction or registry guidance before relying on anything in this pack for a live matter.

Civil procedure

LITIGATION · PRACTICE AND PROCEDURE

One habit carries most of civil litigation: know where you are on the procedural line, and know the date that step generates. Almost every sanction in the rules is a consequence of a missed date, not of a bad argument.

CRIMINAL IS DIFFERENT
Criminal procedure runs on its own rules and its own courts: the criminal page covers charge to appeal, the 14-day window and the absence of any filing fee.

THE DOCUMENTS, DRAFTED
The litigation documents page sets out a statement of claim, the case management summons, an affirmation in support of an interlocutory summons, an unless order and a notice to admit, with the court fees for each step.

1 The framework

Procedure in the Court of First Instance and the District Court is set by the Rules of the High Court (Cap 4A) and the Rules of the District Court (Cap 336H), which are materially identical, supplemented by practice directions and the Judiciary's case management guidance.

The layers, in order of authority

Layer	What it does	Where to find it
Ordinances	Jurisdiction, limitation, substantive rights, interest and costs powers	e-Legislation; High Court Ordinance (Cap 4); District Court Ordinance (Cap 336); Limitation Ordinance (Cap 347)
Rules of court	The mechanics: commencement, pleadings, discovery, trial, appeal, enforcement	RHC (Cap 4A), RDC (Cap 336H), with forms in Appendix A
Practice directions	How the courts expect the rules to be operated: bundles, case management, e-filing, mediation	Judiciary Legal Reference System
Individual directions	The timetable and requirements for *your* case	The order for directions, CMC order or listing checklist

Three features of the post-2009 regime matter more than any single rule. First, **statements of truth**: pleadings and witness statements must be verified, and a false verification has consequences for the person who signed it. Second, **active case management**: the court sets a timetable at the case management summons or conference and holds the parties to it. Third, **costs follow conduct**: procedural failure is routinely visited in costs, even where the substantive case succeeds.

2 Limitation: the first date to check

Before drafting anything, confirm the claim is in time. The Limitation Ordinance (Cap 347) sets the periods; a claim issued outside them is vulnerable to a limitation defence that no amount of procedural skill can cure.

Common limitation periods

Type of claim	Period	Runs from
Simple contract	6 years	Date of breach (or, for a debt payable on demand, the date of demand)
Tort, including negligence	6 years	Date the damage occurred
Personal injuries	3 years	Date of the injury (or knowledge, in the limited cases the statute allows)
Recovery of land	12 years	Date the right to recover accrued
Claim on a deed	12 years	Date of breach
Enforcement of a judgment	12 years	Date of the judgment

Special rules apply to fraud, concealment, mistake, disability, contribution claims between tortfeasors and claims against estates. Treat this table as a prompt to check, never as the answer.

3 Commencing proceedings

Choosing the originating process

Process	Used when	Notes
Writ of summons	There is a substantial dispute of fact; the usual vehicle for contract, tort, debt and property claims	Must be indorsed with a statement of claim or a concise endorsement of the nature of the claim; valid for service for 12 months, extendable
Originating summons	The dispute is essentially one of construction or law, with little or no factual dispute	Used for trusts, wills, land, and many companies matters; evidence by affidavit
Petition	Winding-up, bankruptcy, election petitions, and certain matrimonial matters	Prescribed forms and advertisement requirements; strict timetables
Originating motion	Appeals and statutory applications directed to be made by motion	Check the specific ordinance or rule that permits it

Service and acknowledgment

- A writ must be served within **12 months** of issue unless renewed. Diarise the expiry at issue, not at the point of attempted service.
- An individual defendant in Hong Kong may be served personally, by registered post, or by insertion into the defendant's letter box. Companies are served at their registered office.
- Service outside Hong Kong requires the court's permission, or is permitted without permission under the specific heads in Order 11.
- The defendant acknowledges service within **14 days** of service of the writ, indicating whether the claim is contested. Failure to acknowledge opens the door to default judgment.

THE ENDORSEMENT TRAP

A writ indorsed with a bare endorsement of claim must be followed by a statement of claim. If the statement of claim is not indorsed on or served with the writ, it must be served within 14 days after the defendant gives notice of intention to defend. Missing that date can lead to the claim being struck out — and the limitation period may already have expired.

Court fees by step — High Court and District Court

Step	High Court	District Court	Note
Sealing a writ or originating process	**HK$1,045**	**HK$630**	Paid when the writ is issued, not when it is drafted
The same, filed electronically	HK$835	HK$505	A discount for e-filing; the saving is about a fifth
Setting down for trial	**HK$1,045**	**HK$630**	Payable when the case is set down, and a case can be set down long after the writ
Filing a defence, a reply or any other pleading	No fee	No fee	There is no charge for defending, which surprises clients who expect one
Interlocutory summons or application	No separate fee in most cases	No separate fee in most cases	Check the current Schedule before quoting a figure for an unusual application
Copying: Registry photocopy per page · certified copy per page	HK$4 · HK$5.5	HK$4 · HK$5.5	The rate is set in Cap 4D and Cap 336C; a 300-page bundle of copies is a real cost
Search of a court file	HK$18	HK$18	Per search

A defended High Court trial therefore costs HK$1,045 to start and HK$1,045 to set down — HK$2,090 in court fees for a case that may run for years, against legal costs measured in hundreds of thousands. Say so at the first meeting: the court fees are never the reason a case is not brought, and clients assume the opposite.

4 Pleadings

Pleadings define the battleground. Only material facts belong in them — the evidence that proves those facts belongs in witness statements and documents.

Pleading timetable (RHC Order 18)

Document	Deadline	Content
Statement of claim	With the writ, or within 14 days after notice of intention to defend	Material facts, the cause of action, the remedy sought, interest and any statutory basis
Defence	Within 28 days after the time for acknowledging service expires, or after service of the statement of claim, whichever is later	Admissions, denials, non-admissions; positive case; limitation and other defences must be pleaded
Counterclaim	With the defence	Its own statement of the defendant's case, with the same Particulars as a claim
Reply and defence to counterclaim	Within 14 days after service of the defence	Only what is necessary to answer new matter; do not repeat the claim
Further and better particulars	As requested or ordered	Clarify a pleaded case; not a substitute for discovery or evidence
Amendment	Once without permission before close of pleadings; thereafter with consent or leave	Amendments relate back to the original date for limitation purposes in the limited circumstances the rules allow

Every pleading must be verified by a statement of truth and filed within the same period as service. Points not pleaded are, subject to the court's discretion, not available at trial — a point that decides more cases than most practitioners expect.

5 Interlocutory applications

The applications you will be asked to prepare

Application	When it is used	Practical points
Default judgment (O.13, O.19)	Defendant fails to acknowledge service or to serve a defence	Liquidated claims are entered administratively; unliquidated damages require an application to the court. The defendant may apply to set aside.
Summary judgment (O.14)	Defendant has no real prospect of defending	Supported by affidavit evidence; the court may give judgment or leave to defend, conditional or unconditional.
Striking out (O.18, r.19)	Pleading discloses no reasonable cause of action, is scandalous, or is an abuse of process	Usually a last resort; the court will consider whether amendment could cure the defect.
Security for costs (O.23)	Plaintiff is outside the jurisdiction or otherwise within the rule	Evidence of impecuniosity and the merits; a stay follows until security is provided.
Interim injunction (O.29)	To preserve the position until trial	Serious question to be tried, balance of convenience, cross-undertaking in damages; full and frank disclosure is essential.
Unless order	To compel compliance with a direction	The sanction is automatic on non-compliance; relief requires an application and an explanation.

6 Case management after the CJR

Once pleadings close, the court takes control. The sequence is fixed and the dates are short.

- **Close of pleadings.** The last pleading served, or the time for it expiring.
- **Timetabling Questionnaire within 28 days.** Each party files and serves a TQ proposing directions, and every legally represented party also files a mediation certificate confirming that mediation has been explained and considered (PD 5.2 and PD 31).
- **Agree if you can.** Where the parties agree all directions, the plaintiff files a **consent summons** for approval.
- **Case Management Summons if you cannot.** Within 14 days of receiving the other side's TQ or of the TQ period expiring, the plaintiff takes out a case management summons, returnable in not less than 14 days, so the court can give directions.
- **Directions.** The court fixes a timetable — discovery, witness statements, expert evidence, a milestone date, a pre-trial review and the trial — and may fix a CMC with a listing questionnaire and CMC bundle.
- **Compliance.** Extensions require grounds. Milestone dates are not advisory: failure to attend or comply can lead to the claim or defence being struck out.

THE DATE THAT CATCHES PEOPLE OUT

The 28-day TQ clock runs from *close of pleadings*, not from the date someone remembers the defence was served. And the 14-day CMS clock runs from receipt of the other side's TQ. Both are short, both are enforced, and both are the kind of date that should be entered in the diary when the defence is served.

7 Discovery and evidence

- **List of documents.** Each party discloses the documents in its possession, custody or power that are relevant to the matters in question, using the prescribed list form (Forms 26 and 27 in the District Court practice). The list states which documents are disclosed and which are objected to, with the ground.
- **Inspection.** The other side may inspect and copy disclosed documents. Privilege — legal advice, litigation privilege, without prejudice — must be claimed expressly and correctly.
- **Specific discovery and interrogatories.** Available on application where the standard obligation is insufficient. Interrogatories must be necessary for disposing of the case or saving costs.
- **Notices to admit.** Used to narrow issues; silence has consequences in costs.
- **Witness statements.** Exchanged on the timetable; the statement stands as evidence in chief unless the court directs otherwise. Late exchange usually means the witness cannot be called without leave.
- **Expert evidence.** Requires the court's permission. Parties are encouraged to use a single joint expert; separate experts must address the same list of issues and meet to narrow differences.
- **Bundles.** Prepared after discovery, on the timetable, under PD 5.6 — see the court bundles guide.

8 Trial, costs and appeal

At trial the court hears opening submissions, evidence in chief by adoption of the witness statement, cross-examination, re-examination, and closing submissions. Judgment may be reserved. Costs ordinarily follow the event, but the court has a wide discretion exercised by reference to conduct, offers and procedural history.

After judgment

Step	Rule of thumb	Notes
Costs order	Costs to the successful party, taxed if not agreed	Sanctioned offers and payments under Order 22 can reverse or enhance the costs position; make them early and in writing.
Interest	On the judgment sum from the date of the cause of action or as ordered	Plead the claim for interest; the court will not award what was not sought.
Appeal to the Court of Appeal	Notice of appeal within **28 days** of the judgment or order	Order 59. Appeal does not stay enforcement unless the court orders otherwise.
Appeal to the Court of Final Appeal	Leave required	Either from the Court of Appeal or the CFA; the proposed appeal must raise a matter of great general or public importance, or a substantial and grave injustice.

9 Enforcement

Enforcing a judgment

Method	Use	Notes
Writ of execution (fi fa)	Seizure and sale of goods	Leave needed where more than six years have passed since judgment; the bailiff attends the premises.
Garnishee order	Attachment of money owed to the judgment debtor by a third party, typically a bank	Order nisi, then order absolute; the bank's response determines whether funds exist.
Charging order	Charge over land or shares	Order nisi and absolute; register the charge to protect priority.
Oral examination	Questioning the debtor on assets and means	Often the most effective first step; non-attendance is contempt.
Statutory demand and bankruptcy or winding-up petition	Insolvency pressure	Strict formal requirements; a badly drafted demand can be set aside with costs.

Which method to use is a question of what the debtor has, not of what is most familiar. A search of the debtor before you choose saves more time than any application: land and shares support a charging order, a bank account supports a garnishee, goods in premises support a writ of fi fa, and a debtor whose assets are all in someone else's name supports only an examination — which is also the route to the court's power to imprison.

- **Find the assets** Land Registry and Companies Registry searches, a bankruptcy and litigation search, and whatever the file already shows about the debtor's bank, premises and vehicles.
- **Choose the method** One method that matches an asset beats three applications that do not; applications can be combined, but each has its own hearing and its own costs risk.
- **Issue the process** A writ of fi fa, a garnishee summons, a charging order summons, or an ex parte application for an order that the debtor be examined under Order 49B.
- **Serve personally** The order to attend for examination must be served personally on the debtor; service on a company is on its registered office.
- **Attend the hearing** For a garnishee or charging order, the first hearing is the order nisi — the order to show cause; the order absolute follows if no sufficient cause is shown.
- **Perfect the security** A charging order takes effect against third parties only when it is registered: at the Land Registry for land, in the company's register for shares.
- **Enforce or settle** If the examination shows means, ask the court to order payment by instalments; if it shows evasion, the court has its own powers, set out below.

Writ of fieri facias — Order 46, and Forms 53 to 63 in Appendix A Specimen · example only	
Heading	In the High Court of the HKSAR, Court of First Instance, HCA 1234/2026 — between Kinetic Engineering Limited (judgment creditor) and Sunfield Construction Limited (judgment debtor)
What the writ commands	The bailiff to seize and sell the goods and chattels of the judgment debtor, at the address named in the writ, and to raise from the proceeds the judgment sum, interest and the costs of execution
Which form	A writ of fieri facias must be in whichever of **Forms 53 to 63** in Appendix A fits the case (O.45, r.12). The number turns on whether the judgment is for a sum, for costs only, or for a sum in a foreign currency, so take the current form from the registry rather than from an old precedent folder
Filed before sealing	A praecipe for issue, signed by the solicitor or by the creditor acting in person. The writ is issued when the Registrar seals it (O.46, r.6)
Produced at sealing	The judgment or order on which the writ issues, or an office copy, and — where leave was needed — the order granting leave (O.46, r.6(4))
When leave is needed	Six years or more since the judgment; any change in the parties entitled or liable to execution; execution against a deceased debtor's assets; a condition said to have been fulfilled; or goods in the hands of a receiver or sequestrator (O.46, r.2). The application is ex parte on affidavit, and the leave lapses if the writ is not issued within a year
The sum in the writ	Judgment of 12 March 2027 for HK$2,850,000, interest under s 49A to the date of issue, and costs of HK$85,000 — the total is stated on the face of the writ
The address	The writ names the premises: Unit 8, 11/F, Kin Ho Industrial Building, Tuen Mun. The bailiff does not search the territory, so a writ for the wrong address comes back "no goods" and the deposit is spent for nothing
What may be seized	Goods and chattels to the value of the judgment debt and the expenses of execution, provided they belong to the debtor. Goods held on hire purchase, or under a retention of title clause, belong to someone else and are not the debtor's to take
How it ends	The goods are removed and sold, usually at auction. The proceeds pay the bailiff's expenses first, then the judgment creditor, and any surplus is returned to the debtor
How long it lasts	Valid for **12 months** from the date of issue. The court may extend it for 12 months at a time, and the extended writ must be sealed or a notice in Form 71 served on the bailiff (O.46, r.8)
The return	Either party may require the bailiff to endorse on the writ how it was executed and to send a copy, so the file shows what was seized and what was recovered (O.46, r.9)
Fee on sealing	**HK$1,045** in the High Court (Cap 4D, item 16(b)) · **HK$630** in the District Court (Cap 336C, item 16(b))
The bailiff's deposit	Before the bailiff attends, a deposit for travelling expenses and security: **HK$4,400** for Hong Kong and Kowloon, **HK$4,800** for the New Territories. It is used up on each attempt whether or not anything is recovered, and a further deposit may be required
What it cannot reach	Money in a bank account (a garnishee), land or shares (a charging order), or a salary before it is paid. Goods in a third party's name need an examination first, or a different application altogether

HK$1,045 HC / HK$630 DC to seal, plus the bailiff's deposit · valid 12 months and it must name the premises · the deposit is spent on every attempt, successful or not, so take the address from a search or an examination rather than from the debtor's letterhead

Order for the examination of the judgment debtor — Order 49B, rule 1 Specimen · example only	
Heading	In the High Court of the HKSAR, Court of First Instance, HCA 1234/2026 — between Kinetic Engineering Limited (judgment creditor) and Sunfield Construction Limited (judgment debtor)
Application	Ex parte application by the judgment creditor under Order 49B, rule 1, supported by the affirmation of CHOW Ka Man, Karen
The judgment	Judgment dated 12 March 2027 for HK$2,850,000, interest under s 49A, and costs of HK$85,000 — unsatisfied in whole or in part
What the court orders	That the judgment debtor be examined under Order 49B, rule 1A before a Master in Chambers, High Court Building, on 14 May 2027 at 10.00 am
Service	The order is to be **served personally** on the judgment debtor not less than 7 days before the hearing, with the affirmation in support
Documents to produce	Bank statements for the last 12 months for every account; the last two profits tax returns and audited accounts; the register of members and any share certificates held; the tenancy or mortgage documents for the Tuen Mun premises; the vehicle registration documents; and the MPF annual statements
The alternative in rule 1(1)(b)	Where there is reason to believe that an order to appear will be ineffective — the debtor has changed address, failed to attend before, or is about to leave Hong Kong — the court may instead order his arrest and production before the court by the end of the next day
The examination itself	The debtor must make a full disclosure of all his assets, liabilities, income and expenditure, and of the disposal of any assets or income, and must answer every question put to him — rule 1A(2)
If the debtor does not attend	Non-attendance is contempt of court; the court may issue a warrant, and the costs of the attendance are added to the judgment debt
What follows	If the court is satisfied that the debtor can pay, has disposed of assets to avoid the judgment, or has wilfully failed to disclose or to answer, it may order **imprisonment for a period not exceeding 3 months**, and may also order him to satisfy the judgment in the manner the court thinks fit — rule 1B
Where the debtor is bankrupt	Leave under s 12 of the Bankruptcy Ordinance is needed before the court will entertain an application for imprisonment — *V Capital Limited v Margaret Chiu* [2024] HKCFA 31

No filing fee for the ex parte application · personal service is not a formality: an order served on the company's registered office rather than on the debtor personally will not support a committal · the 3-month maximum is a ceiling, not a sentence

Charging order nisi over land — Order 50 Specimen · example only	
Heading	HCA 1234/2026 — Kinetic Engineering Limited v Sunfield Construction Limited; and in the matter of the interest of the judgment debtor in Flat 21A, Tower 2, Riviera Gardens, 8 Sai Lau Kok Road, Tsuen Wan
Property	The flat, held by the judgment debtor as sole registered owner under a Government lease and a memorial registered at the Land Registry
What the summons seeks	An order charging the debtor's interest in the flat with payment of the judgment sum, interest and costs
The order nisi	That the judgment debtor show cause before the Master on 4 June 2027 why a charging order should not be made absolute — the nisi stage protects the debtor and any secured creditor with a prior claim
Who is served	The judgment debtor, and any mortgagee or other person with a registered interest, because their priority is what the order may affect
The order absolute	If no sufficient cause is shown, the order is made absolute and the charge takes effect from the date of the nisi order, not the date of the absolute order
Registration	The charging order is registered at the Land Registry against the memorial; until it is registered the creditor has an order but not a protected charge
What it does not do	It does not sell the property. Sale needs a further order for sale, which is a separate application and a separate hearing
If the debtor becomes bankrupt	The charge is vulnerable to the bankruptcy: registration and timing decide whether the creditor keeps priority over the trustee
Court fee	Charged on the court's scale for the summons; the costs of registration at the Land Registry are additional

Nisi, then absolute, then registered, then an order for sale — four steps, not one · the charge dates from the nisi order, so the date of the first hearing matters more than the date of the last

Garnishee order nisi — Order 49, attaching a bank balance Specimen · example only	
Heading	HCA 1234/2026 — Kinetic Engineering Limited v Sunfield Construction Limited; between the judgment creditor and Harbour Commercial Bank Limited (garnishee)
What is attached	All sums due or accruing due from the garnishee to the judgment debtor, up to the amount of the judgment, interest and costs
Why a bank	The account is a debt owed to the debtor; a garnishee order reaches it without the bailiff attending any premises
The order nisi	That the garnishee show cause on 21 May 2027 why it should not pay the attached sum to the judgment creditor — the bank must first state what it holds
What the bank answers	The account number, the balance as at the date of service, and any prior claim — a joint account, a trust account or a solicitor's client account is not the debtor's money to attach
The order absolute	The bank is ordered to pay the sum to the creditor, and payment discharges the debtor's liability to that extent
Timing trap	The order bites on what is owed when it is served, so a balance moved out the day before leaves nothing to attach — which is why a garnishee is often paired with an examination
Costs	The bank's reasonable costs of complying are usually paid out of the attached sum, ahead of the creditor
Court fee	Charged on the court's scale for the summons

Nisi then absolute · the bank is a party and must be served · a garnishee order cannot reach future earnings or a salary before it is paid — for income, the route is an attachment of income order in family proceedings or an examination and instalment order

THE JUDGMENT SUMMONS NO LONGER EXISTS

The old judgment summons — a summons requiring the debtor to attend and show why he should not be committed for not paying — was replaced by the Order 49B procedure. What survives is the examination: the court orders the debtor to attend and disclose, and only *after* the examination does the question of imprisonment arise, on the three grounds in rule 1B(1) and for no more than **three months**.

Two practical consequences. A committal cannot be obtained as a first step, however old the debt: the examination has to happen first, and the debtor has to be given the chance to disclose and to pay. And where the debtor is already bankrupt, the creditor needs leave under s 12 of the Bankruptcy Ordinance before asking for imprisonment at all — the Court of Final Appeal settled that in *V Capital Limited v Margaret Chiu* [2024] HKCFA 31, on the basis that the whole of Order 49B is execution against the individual debtor while bankruptcy is a collective process.

10 The forms you actually draft

The procedure above is described in steps; these are the documents that carry them. Six of them account for most of what a junior is asked to produce in a defended civil case.

Originating summons — a claim decided on affidavit (O.28) Specimen · example only	
Court and number	Court of First Instance · HCMP 1234/2027 — an originating summons is given its own number, separate from any writ action
Parties	CHENG Mei Ling, as beneficiary of the Cheng Family Trust (plaintiff) v Golden Harbour Trustees Limited (defendant)
When this route is right	Where the claim is decided on the documents — construction of a deed or will, a question of law, most company, trust and probate applications. There are no pleadings, so there is nothing to amend later: the questions asked are the whole case
The questions	"1. Whether on the true construction of clause 7(b) of the trust deed dated 4 June 2012 the trustees may distribute capital to a beneficiary before the age of 25. 2. If not, what distribution (if any) the trustees may lawfully make to the plaintiff"
The relief asked	A declaration answering the questions, and an order that the trustees' costs be met from the trust fund
Evidence	An affidavit in support sworn by the plaintiff's solicitor, exhibiting the trust deed, the correspondence and the trustees' refusal — filed with the summons, not afterwards
Service	On every respondent, with a copy of the affidavit and the exhibits. Each respondent acknowledges service and states whether the application is opposed
What happens next	The court gives directions for further affidavit evidence, and may order cross-examination on the affidavits. The hearing is on the papers unless the court directs otherwise
Fee	**HK$1,045** Court of First Instance · **HK$630** District Court
The trap	An originating summons cannot be used to avoid pleading a disputed issue of fact. If the answer depends on whose account of a meeting is true, the claim belongs in a writ action

Sealing fee HK$1,045 HC / HK$630 DC · affidavit in support filed with the summons · no pleadings, so the questions must be complete and unambiguous before issue

Acknowledgment of service (O.12) Specimen · example only	
What it is	The defendant's first document. It tells the court and the plaintiff that the defendant knows about the action, whether the claim is contested, and where documents may be served
Case	DCCJ 5678/2027 · Harbour & Peak Trading Limited v Sunny Electronics Limited
Filed by	The defendant, within **14 days** after service of the writ, or the time endorsed on the writ if it was served outside Hong Kong
What it says	That the defendant intends to defend the whole claim; that no counterclaim is made (or that one is, and it is to be served separately); the defendant's address for service, and the name and address of its solicitors
Signature	The defendant or its solicitors; a company signs through a director or authorised officer, or by its solicitors
If it is not filed	The plaintiff may enter judgment in default after the 14 days. Filing it late is possible with the court's leave, but the costs of the default application are usually paid by the defendant
If it is filed	The action continues: a defence is due within 28 days of the acknowledgment, or of the time for acknowledging, whichever is later
Fee	**No fee**

14 days from service · no fee · acknowledging service is not defending: the defence is a separate document and its deadline runs from the acknowledgment

Reply and defence to counterclaim — Order 18, rule 3 Specimen · example only	
What it is	The plaintiff's answer to a counterclaim, and its reply to the defence. Where a plaintiff serves both, they must be in **one document**, not two (O.18, r.3(3))
Case	DCCJ 5678/2027 · Harbour & Peak Trading Limited (plaintiff) v Sunny Electronics Limited (defendant)
The counterclaim	Served with the defence on 12 June 2027 — HK$186,000 for defective goods and HK$54,000 for loss of profit
Deadline	Before the expiration of **28 days** after service of the counterclaim, and 28 days after service of the defence for the reply (O.18, r.3(4))
Whether to reply at all	A reply is served only where it is needed to plead new matter — performance, release, limitation, fraud or any fact that would otherwise take the other side by surprise (O.18, r.8). If there is no reply, issue is joined on the defence automatically (O.18, r.14), which is often the better course
Heading	"REPLY AND DEFENCE TO COUNTERCLAIM" under the title of the action and the case number, followed by the plaintiff's solicitors and address for service
The reply	"1. Paragraphs 1 to 4 of the Defence are admitted. 2. Paragraph 6 is denied: the goods were inspected and accepted on 4 May 2027." It answers the defence paragraph by paragraph and adds nothing that belongs in the statement of claim
The defence to counterclaim	"1. The contract is admitted. 2. The term relied on is denied. 3. Any defect was caused by the defendant's storage after delivery. 4. Further, the plaintiff relies on its claim in this action by way of set-off." It is pleaded as if the counterclaim were a statement of claim and the plaintiff were the defendant (O.18, r.18)
Statement of truth	Required — every pleading must be verified (O.41A, r.2). "I believe that the facts stated in this Reply and Defence to Counterclaim are true." A pleading without it may be struck out (O.41A, r.6)
Signature	By the plaintiff's solicitor in his own name, or by a director or other senior officer of the plaintiff company signing the statement of truth (O.41A, r.3)
What it cannot do	It cannot introduce a new claim — that needs an amendment — and no pleading after it may be served without leave (O.18, r.4)
Close of pleadings	**14 days** after service of this document (O.18, r.20), which starts the 28-day clock for the timetabling questionnaire
Fee	**No fee**

28 days, not 14 — the 14-day figure still printed in old tables predates the 2008 amendment · no fee · a reply that merely repeats the statement of claim is worse than no reply, because it gives the other side a target

Timetabling Questionnaire — PD 5.2, Appendix A Specimen · example only	
When	Within **28 days after close of pleadings** — the last pleading served, or the time for serving it expiring
Who files	Every party. A legally represented party also files a mediation certificate confirming that mediation has been explained to the client and considered (PD 31)
Case	DCCJ 5678/2027 · claim HK$486,000 for goods sold and delivered; defence and counterclaim for defective goods
Statement of issues	"1. Whether the goods conformed to the contract. 2. Whether notice of the defect was given within a reasonable time. 3. The amount of any set-off"
Witnesses	Plaintiff: its sales manager. Defendant: its technical director and one independent inspector. Expert evidence: one inspection report, with the expert to be called only if the reports differ
Directions sought	Discovery within 28 days; inspection within 14 days after; exchange of witness statements within 56 days; a case management conference or a trial date with a two-day estimate
Mediation	Certificate stating that mediation has been explained; the parties are willing to attempt it after discovery and within 28 days of the certificate
Fee	**No fee**

28 days after close of pleadings · no fee · every represented party must also file the mediation certificate, and a TQ filed without it is treated as incomplete · the proposed timetable is what the court adopts, so propose dates you can meet

Consent summons — PD 5.2, Appendix B Specimen · example only	
When it is used	Where the parties agree **all** the directions. Filed with the TQs, so the court can give directions on paper without a hearing — which is cheaper and quicker than a case management summons
Case	DCCJ 5678/2027 · both parties' TQs propose the same timetable
What it asks	"By consent, that: (1) discovery by 30 June 2027; (2) inspection by 14 July 2027; (3) witness statements exchanged by 1 September 2027; (4) the action be set down for trial with a two-day estimate; (5) costs in the cause"
Draft order	The same directions attached as a draft order, in the form the court can initial and seal
Signatures	Signed by or for every party — a consent summons signed by one side only is a summons, not a consent
If the court does not approve	It lists the summons for hearing, or gives different directions. A consent order that the court has not made binds nobody
Fee	**No separate fee** in most cases

No fee · signed by every party, with a draft order attached · if any direction is disputed, it is a case management summons, not a consent summons

Request for further and better particulars — a letter, not a form	Specimen · example only
When to send it	As soon as the pleading is served and the gap is visible. Ask early: a request made after the timetable is set is met with "you should have asked sooner", and the costs argument is lost before it starts
Address the pleading	Identify the document and the paragraph: "Statement of Claim dated 3 May 2027, paragraph 6"
Ask for particulars, not evidence	Not "give us all documents about the meeting" (that is discovery) but "state the date, place and persons present at the meeting referred to in paragraph 6, and identify the term of the contract said to have been breached"
The request	Numbered, one point per number, each tied to a pleaded allegation that is too general to be answered
Response time	Ask for a reply within **14 days**. If none comes, the next step is an application for an order, not a second letter
What it cannot do	It cannot be used to find out the other side's evidence, to take the case piece by piece, or to delay the timetable
Fee	**No fee** — it is correspondence, not a filing

No fee · 14 days to answer · particulars plead the case more precisely; they do not disclose documents, which is discovery, and they do not replace a defence

11 Worked example: undefended debt claim

EXAMPLE — HK$600,000 UNPAID INVOICES

Facts: A Hong Kong trading company supplied goods to a local retailer. Three invoices, HK$600,000 total, unpaid. No dispute about delivery; the retailer has stopped responding.

- **Day 0:** issue the writ, indorsed with a statement of claim, claiming the sum, interest at contractual or judgment rate, and costs. Check limitation: six years from each invoice due date.
- **Day 1–14:** serve the retailer at its registered office. Obtain the company search and the business registration particulars before issuing.
- **Day 15–29:** no acknowledgment of service. Apply for default judgment on the liquidated claim. The application is administrative; no hearing.
- **Day 30:** judgment entered. Write to the debtor with a demand and a short deadline; in practice this recovers a proportion of such debts.
- **Day 45:** if unpaid, issue a writ of fi fa and request an oral examination. The examination usually reveals the bank account, which then supports a garnishee application.
- **Day 60–90:** garnishee order nisi against the bank, then absolute; or a charging order over the debtor's flat.

What a paralegal owns in this file: the company search, the indorsement, service evidence, the default judgment application, the enforcement schedule, and a costs note for each step. The legal judgement — whether the debt is disputed, whether to settle — stays with the solicitor.

12 Worked example: contested claim to trial

EXAMPLE — DEFECTIVE BUILDING WORKS, HK$2.4 MILLION

Facts: Owner sues contractor for defective renovation works. Contractor alleges the owner's variations caused the defects and counterclaims HK$400,000. Both sides instruct experts.

Procedural timetable in the example

Stage	Timing	Document
Issue	Month 0	Writ with indorsed statement of claim, interest and costs
Acknowledgment	Month 0 + 14 days	Acknowledgment of service indicating intention to defend
Defence and counterclaim	Month 1	Defence, counterclaim, statement of truth
Reply and defence to counterclaim	Month 1 + 14 days	Reply; close of pleadings follows
Timetabling Questionnaire	Month 2	TQ plus mediation certificate (PD 5.2, PD 31)
Case management	Month 2 + 14 days	Consent summons if agreed; otherwise case management summons
Discovery	Per directions, typically 6–8 weeks	Lists of documents, inspection, any specific discovery application
Witness statements	Per directions	Exchange simultaneously; statements stand as evidence in chief
Expert evidence	Per directions	Permission, joint list of issues, experts' meeting, reports, joint statement
Pre-trial review	2–3 months before trial	Listing questionnaire, updated chronology, bundle readiness
Trial	Month 14–18	Bundle lodged 72 hours before (PD 5.6); core bundle if over 100 pages
Costs	After judgment	Statement of costs, taxation or agreed sum; sanctioned offers considered

The dates in the right-hand column are not free-floating: each one is either in the rules or fixed by the court. The file should carry a two-column timetable — *ordered date* and *actual date* — reviewed at every step.

13 What happens when a step is missed

Consequences of default

Failure	Likely consequence
No acknowledgment of service or defence	Default judgment; setting aside requires an application and usually a draft defence with a real prospect of success
Late statement of claim	Claim may be struck out; an extension requires leave, and limitation may have expired
Late witness statement	Witness may not be allowed to give evidence without leave; costs sanction
Non-compliance with an unless order	Automatic strike out; relief requires an application supported by evidence
Failure to attend a CMC, PTR or milestone date	Claim or defence may be struck out; costs
Late bundle or skeleton	Adjournment, wasted costs, or the court proceeding without the material

THE PROFESSIONAL POINT

Relief from sanctions is discretionary and increasingly hard to obtain. The reliable protection is not a good explanation after the event; it is a diary system that produces the date before it passes, and an early application for an extension made *before* the deadline rather than after it.

14 Sources and further reading

- Rules of the High Court (Cap 4A); Rules of the District Court (Cap 336H).
- High Court Ordinance (Cap 4); District Court Ordinance (Cap 336); Limitation Ordinance (Cap 347).
- Practice Direction 5.2 (case management); PD 31 (mediation); PD 5.6 (trial bundles).
- Judiciary, *Guide to Case Management* and the Resource Centre for Unrepresented Litigants guidance on the Civil Justice Reform.

Litigation documents, filled in

LITIGATION · SPECIMENS

The civil procedure guide sets out the sequence; the court bundles guide covers what goes before the judge. This page is the paperwork in between, drafted.

THE SUMMONS HAS CHANGED ITS NAME

What practitioners still call the **summons for directions** is now the **case management summons** under Order 25. Since 2009 the rule requires each party to complete a questionnaire within 28 days after pleadings are deemed closed; only if the parties cannot agree directions does the plaintiff take out the summons, returnable in not less than 14 days. Calling it a summons for directions is harmless in the office and wrong on the face of the document.

1 Where each document sits

The sequence, with the documents in place

Step	Document	When
Issue	Writ of summons, indorsed with a short statement of claim or a note that one will follow	Start of the action
Pleadings	Statement of claim; defence; reply	Claim within **14 days** after notice of intention to defend; defence within **28 days**
Close of pleadings	—	14 days after the defence, or after the reply
Case management	Questionnaire, then **case management summons** if directions are not agreed	Questionnaire within **28 days** after close; summons returnable in not less than 14 days
Directions	**Summons for directions** (the old name for the case management summons, and still the vehicle for directions outside that track)	When directions are needed; returnable before a Master
Interlocutory applications	Summons supported by an **affirmation**	As the directions timetable requires
Non-compliance	**Unless order**, or an application for one	When a direction is missed
Narrowing issues	**Notice to admit facts** or documents	Not later than **21 days** after the action is set down
Trial	Setting down, notification, bundle	After directions are complied with

2 Statement of claim

Statement of claim — Order 18 Specimen · example only	
Heading	In the High Court of the Hong Kong Special Administrative Region, Court of First Instance, Action No. 1234 of 2026
Parties	Between Kinetic Engineering Limited (plaintiff) and Sunfield Construction Limited (defendant)
1. The parties	The plaintiff is a company carrying on business as a specialist engineering subcontractor. The defendant is a main contractor engaged on the West Kowloon redevelopment project.
2. The contract	By a subcontract dated 14 March 2025, the plaintiff agreed to design, supply and install mechanical services at the project for HK$12,400,000, on the terms of the defendant's standard subcontract, including clause 24 (payment within 30 days of a certified interim payment).
3. Performance	The plaintiff completed the works on 30 September 2026. The architect certified completion on 8 October 2026 and issued interim certificates 14, 15 and 16, totalling HK$3,150,000.
4. The breach	Despite written demands dated 2 and 20 October 2026, the defendant has paid only HK$300,000, leaving HK$2,850,000 outstanding. Clause 24 provides for interest at 2% per month above the best lending rate on late payment.
5. Loss and damage	Particulars: (a) unpaid certified sums HK$2,850,000; (b) interest under clause 24 from the due date of each certificate; (c) the plaintiff has borrowed at 8.5% per annum to fund the shortfall, particulars of which will be given.
6. Relief	The plaintiff claims: (a) HK$2,850,000; (b) contractual interest; (c) interest under s 49A of the High Court Ordinance (Cap 4) or under the court's jurisdiction; (d) costs; (e) further or other relief.
Statement of truth	"I believe that the facts stated in this statement of claim are true." Signed by a director of the plaintiff's solicitors, 18 November 2026
Service	Served with the writ / within 14 days after the defendant gives notice of intention to defend
Court fee	None for the statement of claim itself — the fee was paid on sealing the writ

Every element of the cause of action must be pleaded, with particulars of the breach and the loss · plead the contract term relied on, not the contract in full · a statement of truth is required on the pleading, signed by the party or its solicitor

3 Case management summons

Case management summons — Order 25 Specimen · example only	
Heading	HCA 1234/2026 · in the matter of Kinetic Engineering Limited v Sunfield Construction Limited
Summons	Let all parties attend before the Master in Chambers, High Court Building, on 12 February 2027 at 10:00 am on the hearing of an application by the plaintiff for the directions set out below
1. List of documents	Each party to file and serve a list of documents within 28 days, with inspection within 7 days of a request
2. Witness statements	Witness statements of fact to be exchanged within 10 weeks; any witness not so exchanged not to be called without leave
3. Expert evidence	Leave to call one quantity surveying expert each, reports to be exchanged within 16 weeks, and a joint statement of issues within 21 days after exchange
4. Amendments	Any application to amend to be made within 21 days
5. Setting down	The plaintiff to be at liberty to set the action down for trial on the expiry of the timetable, estimated length 6 days
6. Trial	Trial in the Court of First Instance, with a pre-trial review 8 weeks before the trial date
7. Costs	Costs of the summons in the cause
Return date and service	Returnable in not less than 14 days; served on the defendant's solicitors with the draft directions and the questionnaire
Court fee	HK$1,045 to set a summons down for hearing in the Court of First Instance (HK$630 in the District Court); confirm with the registry whether the fee falls due on issue or on setting down

The questionnaire is filed by each party within 28 days after pleadings close · if directions are agreed, the parties lodge a consent summons instead and no hearing is needed · attach a draft timetable to the summons, because the master will work from it

4 The summons for directions

This is the document people still call by its old name. Until **2 April 2009** Order 25 required the plaintiff to take out a *summons for directions* after the pleadings closed. The Civil Justice Reform renamed the rule **case management summons and conference**, and a summons for directions already issued was deemed to be a case management summons. The name survives in practice, on court forms for litigants in person, and in older files — so it is worth having one filled in, provided you know which of the two you are actually issuing.

TWO ROUTES, ONE PURPOSE

Where the PD 5.2 track applies — pleadings closed, questionnaires exchanged, no agreed timetable — the plaintiff takes out the case management summons, returnable in not less than 14 days. A **summons for directions** is the same animal in older dress, and is still the right vehicle where directions are needed for a specific step outside the case management track: discovery against a third party, a split trial, expert evidence, or a directions hearing the court has itself ordered.

Summons for directions — Order 25, returnable before a Master	Specimen · example only
Heading	HCA 1234/2026 · between Kinetic Engineering Limited (plaintiff) and Sunfield Construction Limited (defendant)
Document	SUMMONS FOR DIRECTIONS
Filed by	The plaintiff, by its solicitors, on 5 March 2027
Return date	Before Master Chan, in chambers, on 26 March 2027 at 9:30 am — 21 days after issue
Directions sought 1 — documents	That the defendant serve its list of documents within 14 days, and give inspection within 7 days after service of the list
Directions sought 2 — witnesses	That the parties exchange witness statements simultaneously within 8 weeks, and that any witness not so exchanged may not be called without leave
Directions sought 3 — experts	That each party have leave to call one quantity surveyor on quantum, that the reports be exchanged within 4 weeks after the witness statements, and that the experts meet and produce a joint statement of the issues on which they agree and disagree
Directions sought 4 — trial	That the action be tried by a judge alone, with an estimate of 4 days, and that the trial bundle be lodged not less than 14 days before the trial in accordance with the practice direction on bundles
Directions sought 5 — costs and liberty	That the costs of this summons be costs in the cause, and that there be liberty to apply
Grounds	The pleadings closed on 12 February 2027; the parties have exchanged timetabling questionnaires and agree on documents and witnesses but not on expert evidence or the length of trial
Evidence in support	Affirmation of CHOW Ka Man, Karen, dated 5 March 2027 (the specimen at section 5), exhibiting the pleadings, the two questionnaires and the correspondence on experts
Service	Served on the defendant's solicitors with the affirmation and the questionnaires; a case management summons must be returnable in not less than 14 days (O.25 r.1)
Filing fee	**HK$1,045** in the Court of First Instance (HK$835 by electronic filing); **HK$630** in the District Court (HK$505 electronic) — the fee for setting down a summons for hearing
What comes out of it	An order giving the directions, with a timetable; breach of any direction is then met by an application for an unless order

A directions summons is not an originating process: it does not start the action and cannot add a party · the timetable it produces is the document the rest of the case runs on, so make every date realistic — an unachievable direction becomes an unless order against your own client · if the PD 5.2 track applies, issue the case management summons instead and say so in the covering letter

5 Affirmation in support of an interlocutory summons

Affirmation — Order 41, in support of a summary judgment summons	Specimen · example only
Heading	HCA 1234/2026 · between Kinetic Engineering Limited (plaintiff) and Sunfield Construction Limited (defendant)
Deponent	CHOW Ka Man, Karen, of Flat 15C, 20 Fortress Hill Road, Hong Kong, a director of the plaintiff
Opening	"I, CHOW Ka Man, Karen, of the above address, affirm as follows. I am a director of the plaintiff and have the conduct of this matter on its behalf. The facts stated in this affirmation are within my own knowledge save where stated otherwise, and are true."
1. The contract	I refer to the subcontract dated 14 March 2025, exhibited to this affirmation marked "KCM-1". Clause 24 provides for payment within 30 days of certification and interest on late payment.
2. Certification	Interim certificates 14, 15 and 16 were issued on 14 July, 28 August and 12 September 2026, exhibited collectively as "KCM-2", totalling HK$3,150,000.
3. Payment	The defendant paid HK$300,000 on 30 September 2026. The balance of HK$2,850,000 remains outstanding despite two written demands, exhibited as "KCM-3".
4. No defence	I am not aware of any notice of set-off, withholding notice or dispute served by the defendant under the subcontract, and none has been pleaded.
5. Belief	I believe that the defendant has no defence to this claim and that the plaintiff is entitled to judgment under Order 14.
Jurat	Affirmed at Hong Kong on 18 November 2026. Before me: [signature], a solicitor of the High Court of the Hong Kong Special Administrative Region practising in Hong Kong.
Exhibits	KCM-1 subcontract; KCM-2 certificates 14 to 16; KCM-3 demands and proof of posting

Affirm rather than swear where the deponent has no religious belief: the wording above is the affirmation form · every exhibit must be marked and physically attached, and the jurat completed before the affirmation is filed · there is no filing fee for an affirmation, and solicitors holding practising certificates may administer it (LPO s 7A)

6 Unless order

Unless order — drawn order for approval	Specimen · example only
Heading	HCA 1234/2026 · Kinetic Engineering Limited v Sunfield Construction Limited
Recital	Upon the order of the Master dated 12 February 2027 requiring the defendant to file and serve its list of documents within 28 days, and upon the defendant's failure to comply
Order 1	Unless the defendant files and serves its list of documents in compliance with the order of 12 February 2027 by 4:00 pm on 26 April 2027, the defence be struck out and the defendant be debarred from defending
Order 2	In the event that Order 1 takes effect, the plaintiff be at liberty to enter judgment for HK$2,850,000, together with interest and costs to be assessed
Order 3	The defendant to pay the plaintiff's costs of the application in any event, summarily assessed at HK$18,500
Order 4	Liberty to apply; the defendant's solicitors to draw up and lodge the order for sealing
Deadline stated	A date and a time, not "within 14 days" — an unless order must be capable of being complied with exactly
Court fee	None for the order itself; the summons that produced it was set down on payment of HK$1,045 in the Court of First Instance (HK$835 by electronic filing), or HK$630 in the District Court

An unless order is self-executing: once the deadline passes, the sanction takes effect without a further hearing · the sanction must match the breach and be proportionate · diarise the compliance date for both parties, and check compliance on the day rather than the day after

7 Witness statement — Order 38

A witness statement is the evidence a witness would give orally, written down and signed. Under Order 38, rule 2A the court directs the parties to exchange them, and the statement then stands as the witness's evidence in chief — the witness is not asked to repeat it from the box, and is cross-examined on it. Two rules follow from that. It is evidence, so it contains only what the witness can speak to, and it ends with a statement of truth. And if it is not exchanged by the date in the directions, the witness cannot be called at all.

Witness statement of fact — Order 38, rule 2A Specimen · example only	
Heading	In the High Court of the HKSAR, Court of First Instance, HCA 1234/2026 — between Kinetic Engineering Limited (plaintiff) and Sunfield Construction Limited (defendant)
Title	Witness statement of TSE Ho Yin, Michael
Witness particulars	TSE Ho Yin, Michael, project manager, of 18C, Block 4, Sunrise Court, 21 Tai Kok Tsui Road, Kowloon — employed by the plaintiff, not a party to the action
Opening words	"I, TSE Ho Yin, Michael, of the above address, will say as follows:" — first person, numbered paragraphs
Paragraph 1 — who I am	Employed by the plaintiff since March 2021 as a project manager; I was responsible for the plaintiff's works under the subcontract from its start to completion
Paragraph 2 — the contract	The subcontract dated 14 March 2025 for the design, supply and installation of mechanical and electrical services at the Tuen Mun site; my signature appears for the plaintiff
Paragraph 3 — performance	The works were completed on 30 September 2026; I attended the handover inspection and signed the completion record at "THY-1", pages 14 to 19
Paragraph 4 — certification	The architect issued interim certificate no. 9 on 8 October 2026 certifying HK$2,850,000 for the plaintiff's works — "THY-1", pages 20 to 22
Paragraph 5 — non-payment	Of that sum the defendant paid HK$300,000 on 21 October 2026; nothing further has been paid, and I have seen the plaintiff's bank statements for the period
Paragraph 6 — the site meeting	At the site meeting on 12 November 2026 the defendant's project director, Mr NG, told me that payment was being held "until the employer pays us". I speak to what I heard, not to the defendant's accounts
Paragraph 7 — documents	The documents I refer to are in the exhibit bundle "THY-1", which are true copies of documents I have seen
Statement of truth	"I believe that the facts stated in this witness statement are true." Signed and dated
Signature and date	Signed by TSE Ho Yin, Michael, on 16 January 2027
Exchange	Exchanged with the defendant's statements on 16 April 2027, within the 10 weeks allowed by the order of 12 February 2027

No filing fee · the statement is served, not filed, unless the court orders otherwise · it stands as evidence in chief, so the witness must be available to be cross-examined · a witness whose statement is not exchanged inside the timetable cannot be called, and that sanction is enforced, not waived as a matter of course

Affirmation in support of an application for an unless order Specimen · example only	
Heading	In the High Court of the HKSAR, Court of First Instance, HCA 1234/2026 — between Kinetic Engineering Limited (plaintiff) and Sunfield Construction Limited (defendant)
Title	Affirmation of CHOW Ka Man, Karen, affirmed on 2 April 2027 in support of the plaintiff's summons for an unless order
Deponent	CHOW Ka Man, Karen, solicitor, of Messrs Cheng & Lau, 30/F, Wing On House, 71 Des Voeux Road Central, Hong Kong — the solicitor with the conduct of the action for the plaintiff
What the application seeks	An order that the defence be struck out and judgment entered for the plaintiff unless the defendant serves its list of documents within **7 days** of service of the order
Paragraph 1 — the order	The order of Master Chan dated 12 February 2027 directed the defendant to file and serve its list of documents within 28 days, that is by 12 March 2027 — "CKM-1", page 1
Paragraph 2 — what was done	The plaintiff served its own list on 9 March 2027; the defendant's list has not been served, and inspection of the plaintiff's documents has not been requested
Paragraph 3 — the reminders	Letters of 16 and 23 March 2027 and a telephone call on 30 March 2027, in which the defendant's solicitor said the list was "being finalised" — "CKM-1", pages 2 to 6
Paragraph 4 — the history	An extension of 14 days was granted by consent on 11 March 2027; this application follows the expiry of the extended date, not the original one
Paragraph 5 — prejudice	Without the defendant's documents the plaintiff cannot complete the witness statements due on 23 April 2027 or instruct its quantity surveying expert, and the trial date is at risk
Paragraph 6 — why an unless order	The breach is not a misunderstanding: the defendant has had the order for seven weeks, has taken the benefit of one extension and has given neither an explanation nor a date. A further ordinary order would be met in the same way
Paragraph 7 — the alternative	If the court considers a sanction premature, the plaintiff asks in the alternative for an order limited to the documents in the categories listed in the schedule
Statement of truth	"I believe that the facts stated in this affirmation are true." Affirmed before a solicitor on 2 April 2027

No filing fee for the affirmation · the court may make the unless order, refuse it, or make an order on terms — usually a final short extension with the sanction attached · an unless order that is not complied with takes effect without a further hearing, so the date must be diarised the day it is sealed

8 Notice to admit

Notice to admit facts and documents — Order 27, rules 2 and 3 Specimen · example only	
Heading	HCA 1234/2026 · Kinetic Engineering Limited v Sunfield Construction Limited
To	The solicitors for the defendant
Notice	"Take notice that the plaintiff requires the defendant to admit, for the purpose of this action only, the facts specified in the schedule to this notice."
1	That the subcontract dated 14 March 2025 was made between the plaintiff and the defendant on the terms exhibited as KCM-1.
2	That the works the subject of the subcontract were completed on 30 September 2026.
3	That the defendant made no withholding notice in respect of certificates 14, 15 or 16.
Documents	The plaintiff also gives notice requiring the defendant to admit the authenticity of the documents in the list served on 12 May 2027, namely the three interim certificates and the architect's completion certificate.
Response	The defendant must admit or refuse each fact, and must challenge authenticity within **21 days** of service, or authenticity is deemed admitted.
Timing and consequence	Served not later than 21 days after the action is set down for trial · a fact admitted is out of dispute, and a fact refused that is later proved costs the refusing party the expense of proving it
Court fee	None

A notice served late is still useful but exposes the party to a costs argument · keep the facts narrow and provable — a notice with twenty contested facts invites a refusal on all of them · an admission binds only in that action

9 Court fees

Court of First Instance and District Court, civil

Item	Court of First Instance	District Court
Sealing a writ of summons or other originating document	**HK$1,045** (HK$835 electronic)	**HK$630** (HK$505 electronic)
Setting down a cause or issue for hearing	HK$1,045 (HK$835)	HK$630 (HK$505)
Setting down a civil appeal, motion or summons for hearing — **this is the fee that issues an interlocutory summons, a summons for directions or a case management summons**	HK$1,045 (HK$835)	HK$630 (HK$505)
Witness examined de bene esse, per day or part of a day	HK$880	Per the First Schedule
Sealing a writ of execution or possession	Per the First Schedule	HK$630
Bailiff service, per document	Per the First Schedule	HK$72
Search at the Registry, per file	HK$18	HK$18 (HK$14 electronic)
Authentication of a document by the Registrar	Per the First Schedule	HK$125
Statement of claim, defence, reply, affirmation, notice to admit	**No fee**	**No fee**
Unless order, or any order drawn by the court	**No fee**	**No fee**

*The lower figure in brackets is the **electronic filing concession** — a 20% discount that applies only to the case types and the period the Judiciary has specified for the e-Courts programme, not to every filing. Check the current Judiciary notice before quoting the electronic figure; budget the full fee unless the concession is confirmed.*

The electronic figures are the concessionary rates under the Court Proceedings (Electronic Technology) Rules, generally 80% of the conventional fee. A writ sealed in the Court of First Instance and later set down for trial therefore costs HK$2,090 in court fees before any application, against HK$1,260 in the District Court — which is one reason the choice of court matters at the outset.

10 What goes wrong

- **The statement of claim pleads evidence, not material facts.** The pleading states what happened and why it gives a right to relief; the proof belongs in the witness statements.
- **The 14 days is missed.** A statement of claim served late invites an application to strike out, and the court's patience on extensions is thin.
- **The summons is still called a summons for directions.** Order 25 now requires the questionnaire first and a case management summons only if directions are not agreed.

- **The affirmation exhibits nothing.** An assertion without the document behind it is worth very little on an interlocutory application.
- **The jurat is incomplete.** Affirmed at, date, before whom, and the commissioner's signature — a missing element can mean the affirmation is not admissible without the deponent being recalled.
- **The unless order is drafted with a relative deadline.** "Within 14 days of service" leaves the sanction uncertain; the order needs a date and a time.
- **The notice to admit is served too late.** Order 27 allows it not later than 21 days after setting down; after that the other side can ignore it.
- **Nobody diarises the unless order deadline.** The sanction is automatic, and the file is lost before anyone notices it has happened.

11 Checklist

PRINT THIS

- Writ sealed and the fee paid; concurrent or amended writs checked for the exemption
- Statement of claim served within 14 days of notice of intention to defend, with a statement of truth
- Defence and any reply diarised; date pleadings are deemed closed recorded
- Questionnaire completed and filed within 28 days after close of pleadings
- Case management summons taken out only if directions are not agreed, returnable in not less than 14 days
- Draft timetable attached to the summons
- Any interlocutory summons supported by an affirmation with the exhibits marked and attached
- Jurat complete, and the affirmation filed and served before the hearing
- Every direction in the case management order diarised with its date
- Unless order deadlines entered twice — in the diary and in the file review list — and compliance checked on the day
- Notice to admit served within 21 days of setting down, with a schedule of narrow, provable facts
- Setting down fee paid and the notification of setting down filed

12 Sources

- Rules of the High Court (Cap 4A), O 18 rr 1–2 (statement of claim and defence), O 25 r 1 (case management summons and conference), O 27 rr 2–4 (notice to admit facts and documents), O 41 (affidavits and affirmations).
- Rules of the District Court (Cap 336H), the equivalent orders.
- High Court Fees Rules (Cap 4D), First Schedule; District Court (Fees) Rules (Cap 336C), First Schedule; Court Proceedings (Electronic Technology) Rules for the concessionary rates.
- Legal Practitioners Ordinance (Cap 159), s 7A (solicitors as commissioners for oaths); Oaths and Declarations Ordinance (Cap 11).

Sample forms — writ, defence, list of documents

REFERENCE · SPECIMENS AND FEES

These are specimens, not official forms. Download the current version from the Companies Registry or the Judiciary, then copy the logic — not the layout. All names, identity numbers and addresses are invented.

MORE SPECIMENS

Conveyancing documents are on a separate page, with the same field-by-field treatment: provisional and formal agreements, requisitions on title, the assignment, the legal charge and the completion statement, with stamp duty worked through on a HK$7.8 million flat. Cayman and BVI constitutional documents, registers and annual filings are on the offshore page, and the Family Court forms are on the family forms page, and the litigation pleadings and applications that follow the writ are on the litigation documents page.

READ THIS BEFORE YOU COPY ANYTHING

The Companies Registry periodically revises its forms (the specification number is printed at the foot of each one) and the fee schedule in the Companies (Fees) Regulation (Cap 622K) is amended from time to time. A form that is out of date, or filed with the wrong fee, is treated as not delivered. Check the specification number and the current fee before every filing.

1 The company used in every example

Harbour & Peak Trading Limited — the specimen company

Item	Detail
Name	Harbour & Peak Trading Limited
Business Registration No.	71234567
Incorporated	14 March 2021
Registered office	Unit 1203, 12/F, Tower A, Harbour Centre, 1 Hoi Ping Road, Causeway Bay, Hong Kong
Directors	CHAN Tai Man, Andy (HKID A123456(7)); LEUNG Siu Ming, Betty (HKID B765432(1))
Company secretary	Goodyear Corporate Services Limited, TCSP licence TC001234
Share capital	10,000 ordinary shares of HK$1 each, all fully paid
Members	Andy Chan 6,000 shares (60%); Betty Leung 4,000 shares (40%)
Financial year end	31 December

2 NNC1 — incorporation

What it is: the application to incorporate a company limited by shares, filed together with **IRBR1**, the business registration application. It creates the company, so it carries the most information of any form in the set.

Form NNC1 (with IRBR1) Specimen · example only	
Company name	Harbour & Peak Trading Limited □□□□□□□□
Proposed registered office	Unit 1203, 12/F, Tower A, Harbour Centre, 1 Hoi Ping Road, Causeway Bay, Hong Kong
Company secretary	Goodyear Corporate Services Limited (body corporate) TCSP licence no. TC001234 Same address as the registered office
Director 1	CHAN Tai Man, Andy · HKID A123456(7) Flat 8B, 5/F, 22 Java Road, North Point, Hong Kong
Director 2	LEUNG Siu Ming, Betty · HKID B765432(1) House 12, 3rd Street, Sai Kung, New Territories
Subscriber 1	CHAN Tai Man, Andy · 6,000 ordinary shares · HK$6,000 paid
Subscriber 2	LEUNG Siu Ming, Betty · 4,000 ordinary shares · HK$4,000 paid
Total shares	10,000 ordinary shares of HK$1 each — HK$10,000
Statement of compliance	Ticked: the company is to be formed under the Companies Ordinance and all requirements have been met
Presentor's reference	GYCS/2026/0148
IRBR1 — business registration	Business nature: 46900 — wholesale trade of a variety of goods Commencement date: date of incorporation Certificate: 1-year

Fee: HK$1,545 electronic filing / HK$1,720 hard copy · plus business registration fee and levy (HK$2,350 for a one-year certificate from 1 April 2026) · refund of HK$1,280 / HK$1,425 if the application fails

What goes wrong

- **The name is already taken.** There is no reservation in Hong Kong. Search immediately before filing, and search the Trade Marks Register too.
- **The secretary is the sole director.** A private company's sole director cannot also be its secretary. With two directors it is permitted, but a body corporate is cleaner.
- **The registered office is a mailbox.** It must be an address in Hong Kong where documents can be delivered.
- **Shares "to be issued later".** NNC1 records the subscribers and the shares they take. Allotting later needs a separate NSC1.
- **Wrong business nature code.** IRBR1 uses the Registry's code list; an obsolete code delays the business registration certificate.

3 NNC3 — consent to act as first director

What it is: each proposed first director's written consent, filed with the incorporation. There is no separate fee. It is short, and it is the document most often signed late.

Form NNC3 Specimen · example only

Fee: none · filed with NNC1 · a separate NNC3 is needed for each proposed director

The current form also asks for the director's address and identification particulars so that the register can be opened correctly. If a director is appointed later, that is an ND2A, not an NNC3.

4 NNC2 — change of company name

What it is: notice of a name change after a special resolution. It must be delivered within **15 days** of the resolution. The name changes when the certificate of change of name is issued — not when the resolution passes.

Form NNC2 Specimen · example only	
Existing English name	Harbour & Peak Trading Limited
Existing Chinese name	□□□□□□□□
Date of special resolution	2 June 2026
Intended English name	Harbour Peak Global Limited
Intended Chinese name	□□□□□□□□
Signature	LEUNG Siu Ming, Betty — Director · 8 June 2026
Presentor's reference	GYCS/2026/0311

Fee: HK$295 (HK$55 refunded if the application fails) · file within 15 days of the special resolution · the resolution and altered articles are not filed for a name change

What goes wrong

- **Both names must be stated.** If the company keeps its Chinese name, the retained name must be repeated in the intended-name field, or the form will drop it.
- **Signatory not yet reported.** If the director signing NNC2 was appointed but never notified on ND2A, the form can be rejected. File the appointment first.
- **Downstream updates forgotten.** Business registration, bank mandate, chop, letterhead, contracts, domain names and the register of members all need changing after the certificate issues.

5 ND2A — director or secretary appointed or ceasing

What it is: the workhorse notice. One form can report a cessation and an appointment occurring on the same date. Delivery is due within **15 days**; there is no filing fee.

Form ND2A Specimen · example only	
Company name / BR number	Harbour & Peak Trading Limited · 71234567
Part A — cessation	LEUNG Siu Ming, Betty · Director · ceased 30 September 2026
Part B — appointment	WONG Ka Yee, Celia · HKID C246810(3) · Flat 3A, 18 Perkins Road, Jardine's Lookout, Hong Kong · appointed 1 October 2026
Continuation sheet A	Not required — one cessation and one appointment
Signature	CHAN Tai Man, Andy — Director · 6 October 2026 (outgoing director signs the cessation section)

Fee: none · within 15 days of the appointment or cessation · continuation sheet A where more than one officer is reported

What goes wrong

- **The resignation date is invented.** Use the date the notice was received by the company, or the later date stated in it. Backdating to suit a filing is a false statement.
- **The company is left without a natural-person director** or without a secretary. Check the composition before you file the cessation.
- **Bank mandate not updated.** The Registry filing does not change signing authority; the bank needs its own resolution and form.

6 ND2B — change in particulars

What it is: reports a change of name, residential address or identity document number for a director or secretary. Within **15 days**, no fee.

Form ND2B Specimen · example only	
Company	Harbour & Peak Trading Limited · 71234567
Officer	CHAN Tai Man, Andy · Director
Particulars as registered	Flat 8B, 5/F, 22 Java Road, North Point, Hong Kong
New particulars	Flat 21C, 15/F, 88 King's Road, Quarry Bay, Hong Kong
Effective date of change	1 August 2026
Signature	CHAN Tai Man, Andy — Director · 10 August 2026

Fee: none · within 15 days of the change

A director's name change after marriage is also reported here, and the register of directors must be updated on the same day. Keep the deed poll or marriage certificate on file — the Registry does not require it, but a bank or counterparty may.

7 ND4 — notice of resignation

What it is: the resigning director's or secretary's own notice to the Registry. It is filed by the company, but it is signed by the person resigning — which is why it is kept separate from ND2A.

Form ND4 Specimen · example only

Fee: none · the replacement secretary must be appointed by the same date — a company cannot be without a secretary

A resignation takes effect on the date the notice is received by the company, unless a later date is stated. Check section 464 (directors) and 477 (secretaries), and the articles, before you advise on the effective date — a "resignation" emailed to a colleague may not be effective at all.

8 NR1 — change of registered office

Form NR1 Specimen · example only	
Company	Harbour & Peak Trading Limited · 71234567
Address as registered	Unit 1203, 12/F, Tower A, Harbour Centre, 1 Hoi Ping Road, Causeway Bay, Hong Kong
New address	Room 2805, 28/F, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong
Effective date	1 December 2026
Signature	WONG Ka Yee, Celia — Director · 4 December 2026

Fee: none · within 15 days of the change · the new address must be a Hong Kong address where documents can be delivered

9 NAR1 — annual return

What it is: the yearly snapshot of the company's particulars as at the made-up date, delivered within **42 days after the anniversary of incorporation**. This is the filing with the most expensive mistake attached to it.

Form NAR1 Specimen · example only	
Company name / BR number	Harbour & Peak Trading Limited · 71234567
Made-up date	14 March 2026
Registered office	Unit 1203, 12/F, Tower A, Harbour Centre, 1 Hoi Ping Road, Causeway Bay, Hong Kong
Directors	CHAN Tai Man, Andy; LEUNG Siu Ming, Betty
Company secretary	Goodyear Corporate Services Limited
Share capital	10,000 ordinary shares of HK$1 each · HK$10,000 paid up
Members	CHAN Tai Man, Andy — 6,000 shares; LEUNG Siu Ming, Betty — 4,000 shares (Schedule 1 for a non-listed company)
Certification	Signed by a director or the company secretary, confirming the particulars are correct as at the made-up date

Fee: HK$105 if delivered within 42 days · HK$870 up to 3 months late · HK$1,740 up to 6 months · HK$2,610 up to 9 months · HK$3,480 after 9 months

Annual return fees by company type (Companies Registry)

Delivered	Private company	Public company	Guarantee company	Registered non-HK company
Within 42 days	HK$105	HK$140	HK$105	HK$180
Late, up to 3 months	HK$870	HK$1,200	HK$870	HK$1,200
Late, 3–6 months	HK$1,740	HK$2,400	HK$1,740	HK$2,400
Late, 6–9 months	HK$2,610	HK$3,600	HK$2,610	HK$3,600
Late, over 9 months	HK$3,480	HK$4,800	HK$3,480	HK$4,800

For a private company the "return date" is the anniversary of incorporation; for a public company it is six months after the end of the accounting reference period, and for a guarantee company nine months. If the fee is wrong, the return is treated as not delivered and is returned to the presentor.

10 NSC1 — return of allotment

What it is: notice of new shares issued. Due within **one month** of the allotment, with a Companies Registry fee of **HK$105**.

Form NSC1 Specimen · example only	
Company	Harbour & Peak Trading Limited · 71234567
Date of allotment	15 July 2026
Class and number	50,000 ordinary shares of HK$1 each
Allottee	Victoria Seed Fund LP · 50,000 shares
Consideration	HK$1.00 per share, paid in cash — HK$50,000 total, fully paid
Resulting capital	60,000 ordinary shares · HK$60,000
Signature	CHAN Tai Man, Andy — Director · 24 July 2026

Fee: HK$105 · within one month of the allotment · board resolution and updated register of members held on file · share certificates issued

Check the pre-emption position before the allotment, not after. If the articles or a shareholders' agreement require existing members to be offered the shares first, an allotment without that offer can be challenged — and correcting it afterwards is far more expensive than the filing.

11 The charge series — NM1 to NM10

What they are: the ten forms that record a charge, who is enforcing it and when enforcement ends. NM1 registers a charge created by the company and NM2 records its satisfaction; NM3 to NM6 record a mortgagee entering and leaving possession and a receiver being appointed and ceasing; NM7 updates the particulars of any of them; NM8 and NM9 handle a debenture series; NM10 brings the charges that a re-domiciled company created before its re-domiciliation onto the Hong Kong register.

Two clocks, not one. NM1, NM8, NM9 and NM10 run on **one month**. NM3, NM4, NM5 and NM6 run on **7 days**, and NM7 on **15 days**. Missing the one-month deadline voids a charge against a liquidator; missing the 7-day deadline is an offence, and leaves the register telling the world the wrong person is in possession.

Form NM1 — Statement of Particulars of Charge Specimen · example only	
Company	Harbour & Peak Trading Limited · 71234567
Date of creation of charge	3 March 2026
Description of instrument	Debenture dated 3 March 2026 between the company and Wing Hang Bank Limited
Amount secured	HK$8,000,000 and all further advances, with interest and costs
Property charged	All the company's present and future assets and undertaking, including book debts and inventory at Unit 1203, Harbour Centre
Floating charge?	Yes — contains a negative pledge over inventory and receivables
Chargee	Wing Hang Bank Limited, 83 Des Voeux Road Central, Hong Kong
Signatures	For the company: CHAN Tai Man, Andy — Director For the chargee: authorised signatory
Attachment	Certified copy of the instrument creating the charge

Fee: HK$340 · within one month of creation · certified copy of the instrument must accompany the form · certificate of registration issued on acceptance

Form NM2 — satisfaction or release Specimen · example only	
Company	Harbour & Peak Trading Limited · 71234567
Charge registered	Charge dated 3 March 2026, registered 24 March 2026
Event	Full payment and satisfaction of all amounts secured
Date of payment / release	30 September 2028
Signature	For the company and for the chargee

Fee: HK$190 · file once the debt is satisfied and the charge released · update the register of charges on the same day

Form NM3 — mortgagee entering into possession	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM3 · Notice of Mortgagee Entering into Possession of Property — s 349(1)
Charge	Debenture dated 3 March 2026, registered 24 March 2026, securing HK$8,000,000 and further advances
Mortgagee	Wing Hang Bank Limited, 83 Des Voeux Road Central, Hong Kong
Property	Unit 1203, 12th Floor, Harbour Centre, 25 Harbour Road, Wan Chai, and the inventory and receivables at those premises
Date of entering into possession	14 July 2028
Filed	Companies Registry, 20 July 2028, inside the 7 days
Signed	For Wing Hang Bank Limited, by an authorised officer
Consequence	The bank is in possession from 14 July 2028 and must account for the property as mortgagee in possession; the appointment of the receiver needs its own NM5, because the two notices record different events

Fee: HK$40 · 7 days after entering into possession, not a month · describe the property specifically enough to identify it on the register · entering into possession is not the same event as appointing a receiver, and each has its own form

Form NM4 — mortgagee going out of possession	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM4 · Notice of Mortgagee Going out of Possession of Property — s 350(3)
Charge	The debenture of 3 March 2026, and the notice of possession registered on 20 July 2028
Mortgagee	Wing Hang Bank Limited
Property	Unit 1203, 12th Floor, Harbour Centre, 25 Harbour Road, Wan Chai
Date of going out of possession	30 September 2028, on the debt being satisfied in full
Filed	Companies Registry, 5 October 2028
Filed with it	NM2, recording satisfaction of the charge on the same date — two forms, two different facts on the register
Consequence	The public record stops showing a mortgagee in possession from 30 September 2028; leaving this unfiled leaves the register saying the bank is still in possession years after it left

No filing fee · 7 days after going out of possession · file it even though nothing turns on it commercially, because the register is what a searcher relies on · pair it with NM2 on the same day

Form NM5 — appointment of a receiver or manager	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM5 · Notice of Appointment of Receiver or Manager — s 348(1)
Appointed by	Wing Hang Bank Limited, under the powers in the debenture dated 3 March 2026
Receiver	YIP Chun-hei · Hong Kong Identity Card C345678(9) · certified public accountant · 21st Floor, Two Exchange Square, 8 Connaught Place, Central
Date of appointment	6 July 2028
Property	All the assets and undertaking of the company charged by the debenture
Filed by	The appointor — the bank, not the receiver and not the company
Filed	Companies Registry, 12 July 2028, inside the 7 days
Filed separately	NRC1, sent by the receiver to the company on the day of appointment — that form is not filed at the Registry at all

Fee: HK$40 · 7 days from the date of the appointment, not from the receiver accepting it · the appointor files · where the court appoints, the same duty sits on the person who obtained the order

Form NM6 — cessation of a receiver or manager	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM6 · Notice of Cessation of Appointment of Receiver or Manager — s 350(2)
Receiver	YIP Chun-hei, appointed 6 July 2028 and notified on NM5 on 12 July 2028
Date of ceasing to act	30 September 2028, on the secured debt being paid in full and the receivership being wound up
Filed by	The receiver, in his own name
Filed	Companies Registry, 5 October 2028
Filed with it	The final abstract of receipts and payments in NRC3, to the date of cessation
Consequence	The assets are released from the receivership on that date; the register still shows the appointment until this form is accepted

No filing fee · 7 days after ceasing to act · the receiver files this one and the appointor files NM5 — a common mix-up on the same file · the final NRC3 goes with it, not weeks later

Form NM7 — change in a receiver, manager or mortgagee particulars	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM7 · Notice of Change in Particulars of Receiver, Manager or Mortgagee in Possession of Property — s 350(4)
Person	YIP Chun-hei, receiver appointed 6 July 2028
Change	Firm name and office address: from YIP & Co., 21st Floor, Two Exchange Square, to C. H. Yip CPA Limited, 30th Floor, 9 Queen Road Central
Date of change	1 September 2028
Filed	Companies Registry, 10 September 2028, inside the 15 days
Effect	The register shows where to serve the receiver; service on the old address after this date is a defect the firm will be arguing about later

No filing fee · 15 days after the change — longer than the 7 days for appointment and cessation, which is why the two get confused · no NM7 for a change in the company's own particulars; that is ND2B

Form NM8 — particulars of a charge for a debenture series	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM8 · Statement of Particulars of Charge (For Debenture Forming Part of a Series) — ss 335(2), 336(2), 338A(4), 340(3), 342(3)
Series	HK$20,000,000 6.5 per cent guaranteed notes, issued in tranches under a trust deed dated 5 May 2026
Trustee	Standard Trust (Hong Kong) Limited, 8th Floor, Jardine House, 1 Connaught Place, Central
First debenture	Tranche 1, HK$5,000,000, executed 5 May 2026
Property charged	All present and future assets and undertaking, by way of fixed and floating charge
Filed	Companies Registry, 29 May 2026, within one month of the instrument and of the first debenture in the series
Fee paid	HK$340 — one registration fee for the series, not one for each tranche
What follows	Each later tranche is notified on NM9, and only the particulars that change need to be given

Fee: HK$340 · one month from execution of the instrument creating the charge, or of the first debenture if there is no instrument · register the series once and add tranches on NM9 — filing NM8 repeatedly costs HK$340 each time for nothing

Form NM9 — particulars of issue of debentures of a series	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Form	NM9 · Statement of Particulars of Issue of Debentures of a Series — s 341(2)
Series registered	NM8 accepted on 29 May 2026, HK$20,000,000 notes under the trust deed of 5 May 2026
This issue	Tranche 2, HK$4,000,000, issued 18 September 2026, six months after the series was registered
Amount now outstanding	HK$9,000,000 of the HK$20,000,000 series
Filed	Companies Registry, 9 October 2026, within one month of the issue date
Which clock	An issue made when the charge is created takes the charge registration period; a later issue takes **one month from the issue date**

No filing fee · one month after the issue date for a later tranche · this is the form firms forget, because the series is already on the register and the file goes quiet · keep a schedule of tranche dates on the charge file

Form NM10 — charge of a re-domiciled company created before re-domiciliation Specimen · example only	
Company	Harbour & Peak Trading Limited, re-domiciled to Hong Kong on 1 August 2026 from the Cayman Islands
Form	NM10 · Statement of Particulars of Charge (For Re-domiciled Company — Charges before Re-domiciliation Date) — ss 338A(4), 342(2)
Charge	Debenture dated 14 February 2025 between the company, then Cayman-incorporated, and Wing Hang Bank Limited
Amount secured	HK$8,000,000 and further advances
Property charged	All present and future assets and undertaking, including the Hong Kong lease of Unit 1203, Harbour Centre
Status at re-domiciliation	Still subsisting and not yet registered in Hong Kong, which is the condition for using NM10 rather than NM1
Filed	Companies Registry, 26 August 2026, within one month after the re-domiciliation date
Fee paid	HK$340
Why it matters	A pre-re-domiciliation charge that is never registered is unprotected against a liquidator; a charge created after re-domiciliation goes on NM1 in the ordinary way

Fee: HK$340 · one month after the re-domiciliation date · only for charges existing before that date — anything created afterwards is NM1 · take the offshore charge register and the instruments with the re-domiciliation papers, because the clock starts on the re-domiciliation date and not before

12 IR1263 and NDR1 — tax clearance, then deregistration

What they are: the two steps that end a defunct solvent company. **IR1263** asks the Commissioner of Inland Revenue to confirm there is no tax objection; **NDR1** is the application to the Registrar that follows. The notice comes first, and its date of issue starts the only deadline in the process that cannot be extended.

Form IR1263 — request for a Notice of No Objection	Specimen · example only
Company	Harbour & Peak Trading Limited · business registration number 71234567
Form	**IR1263** — a request under s 88B of the Inland Revenue Ordinance (Cap 112) for a Notice of No Objection to the company being deregistered under s 750 of the Companies Ordinance (Cap 622)
Who signs	CHAN Tai Man, Andy, a director. A member, or a person nominated by the company, may apply instead only with a copy of an authorisation letter signed by a director
Lodged with	The Commissioner of Inland Revenue — by post to G.P.O. Box 132, Hong Kong; in person at the Receipt & Despatch Counter, G/F, Inland Revenue Centre, 5 Concorde Road, Kai Tak; or online by a holder of iAM Smart+ or an e-Certificate
Fee	**HK$270**, non-refundable whatever the result. A cheque is made payable to "The Government of the Hong Kong Special Administrative Region", with the business registration number and contact telephone number written on the reverse
What it asks	That the company never commenced business, or has ceased and will not resume; that all trading stock, landed property and securities have been disposed of; that no profits tax, property tax, stamp duty, business registration fee, fine, penalty or court fee is outstanding; that every return issued has been submitted, chargeability notified and enquiry answered; and that no objection or appeal is unsettled
Lodged	26 February 2029, with the fee paid on the demand note 5 March 2029 — the IRD starts processing only once the fee is confirmed, and a receipted demand note issues within 14 days
Processing	A notification within **21 working days** of a valid application and payment. Here the Notice of No Objection was issued on **3 April 2029**
If something is outstanding	The IRD sends a notification setting out the matters or liabilities to clear instead. The applicant re-submits it by completing the lower portion and returning the notice intact, and pays **no further fee**; there is no time limit for the re-submission
The deadline it starts	**Three months from the date of issue** of the notice — 3 April to 3 July 2029 — to deliver the NDR1 and the notice to the Registrar. The notice carries no statutory expiry of its own, but the Registrar expects the application inside the three months, and a late one is delayed or rejected and the clearance begun again

HK$270, non-refundable · 21 working days for the IRD's notification · the three months for the NDR1 run from the date of issue of the Notice of No Objection, not from the day it reaches the file · an unpaid business registration fee or an unfiled return stalls the notice, and clearing it and re-submitting costs nothing further

Form NDR1	Specimen · example only
Company	Harbour & Peak Trading Limited · 71234567
Conditions confirmed	No business carried on for 3 months; no outstanding liabilities; no assets; all members agree to deregistration; not party to any legal proceedings; no charge on assets
Tax clearance	Notice of No Objection issued under IR1263 on 3 April 2029 and lodged with this application
Signature	CHAN Tai Man, Andy — Director · 12 May 2029
Gazette	Notice published after the Registrar's approval; deregistration takes effect on publication

Fee: HK$420 · filed 12 May 2029, inside the three months from the notice · the IRD will not issue a Notice of No Objection while any return, tax filing or fee is outstanding

13 NN1 and NN3 — registered non-Hong Kong company

What they are: the registration of an overseas company that establishes a place of business in Hong Kong, and its annual return. This is the form set a Cayman or BVI company uses when it opens an office in Hong Kong.

Form NN1 (with IRBR2) and Form NN3 Specimen · example only	
NN1 — company	Aurora Holdings Limited · incorporated in the British Virgin Islands on 8 August 2020 · company number 2012345
Place of business in Hong Kong	Suite 1508, 15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Authorised representative	Goodyear Corporate Services Limited · TCSP licence TC001234
Documents filed	Certified copy of certificate of incorporation; certified copy of memorandum and articles; latest accounts (or statement that none are required)
NN3 — annual return	Particulars as at the anniversary of registration: directors, secretary, authorised representative, registered address

NN1: HK$1,545 electronic / HK$1,720 hard copy, within one month of establishing the place of business · NN3: HK$180 within 42 days of the anniversary of registration · alteration of name (NN10): HK$1,425

14 Receivership and the end of a winding up

Five forms sit at the edges of the company work: the two ways a liquidator leaves office, and the three receivership forms. None of them is filed by the company, and none of them is likely to appear twice in a career, which is why they are set out in full rather than summarised.

NW5 — Notice of cessation to act as liquidator Specimen · example only	
Form	NW5 · Notice of Cessation to Act as Liquidator or Provisional Liquidator
Specified under	Section 228A(11)(b) for a provisional liquidator in a creditors' voluntary winding up; section 253(2)(b) for a court winding up
Company	Sunfield Construction Limited · Company number 2745183 · BR number 6234 8890
Liquidator ceasing	LEE Ka-ming · Hong Kong Identity Card A123456(7) · certified public accountant · 18th Floor, Wing Cheong Commercial Building, 26 Des Voeux Road Central, Sheung Wan
Appointed as	Provisional liquidator, by the Official Receiver under s 193(1), on 11 December 2026
Ceased to act	22 January 2027, on the creditors appointing CHAN Siu-fai as liquidator at the first meeting of creditors
Reason on the form	Replaced — the creditors appointed another liquidator at the first meeting
Signed	LEE Ka-ming, 4 February 2027
Filed	Companies Registry, 4 February 2027, within the 15 days allowed
Consequence	From the date of cessation the outgoing liquidator has no further power over the company's assets; the new liquidator notifies the Registrar under NW3 and takes over the books, the records and the bank mandate

One form for each person who ceases · the 15 days run from the cessation, not from the appointment of the successor · hand over the books, the bank mandate and any undistributed funds on the same day · no filing fee

NW6 — Certificate of release of liquidator	Specimen · example only
Form	NW6 · Certificate of Release of Liquidator
Specified under	Section 226A(1)
Company	Sunfield Construction Limited, dissolved two years after this certificate is registered
Liquidator	CHAN Siu-fai · Hong Kong Identity Card B765432(1) · certified public accountant · 12th Floor, Henley Building, 5 Queen’s Road Central
Appointed	22 January 2027, by the creditors at the first meeting
Release granted	By order of the Court of First Instance on 12 September 2029, under s 205, after the final account and the report on the administration
Certificate signed	20 September 2029
Filed	Companies Registry, 30 September 2029, with the sealed release order exhibited
Dissolution	30 September 2031, two years after registration of the certificate
Filed with	The Registrar only. The final account and return of the final meeting have already gone to the creditors and the Registrar under s 239(3)

No fixed deadline, but no release without the court’s order first · exhibit the sealed order, never a copy of the summons · the two-year gap to dissolution catches firms who tell the client the company is gone on filing · no filing fee

NRC1 — Notice to the company of a receiver’s appointment	Specimen · example only
Form	NRC1 · Notice to Company of Appointment of Receiver or Manager
Specified under	Sections 300A(1)(a) and 300A(3)
Not filed with	The Companies Registry. This form goes to the company, and is among the forms the Registrar specifies but does not receive
Company	Sunfield Construction Limited, of Unit 1203, 12th Floor, Kwong Sang Hong Building, 151 Hoi Bun Road, Kwun Tong
Receiver	YIP Chun-hei · Hong Kong Identity Card C345678(9) · certified public accountant · 21st Floor, Two Exchange Square, 8 Connaught Place, Central
Appointed by	Kowloon Credit Bank Limited, under a debenture dated 3 March 2024 and registered on 26 March 2024
Date of appointment	12 January 2027
Notice given	12 January 2027, by hand to a director at the registered office and by email to the company secretary
Demand in the notice	That the directors deliver the books and records, a statement of the company’s affairs and a list of creditors within 14 days
Default	Failure to deliver the statement of affairs is an offence by the company and every officer in default; the receiver reports it to the Registrar and may apply to the court

Forthwith, with no number of days stated — same-day service is the only safe reading · keep proof of service on the file, because nothing is filed at the Registry to evidence it · the 14 days for the statement of affairs run from the company receiving this notice

NRC2 — Statement of affairs in a receivership	Specimen · example only
Form	NRC2 · Statement of Affairs
Specified under	Sections 300A(1)(b) and 300B
Prepared by	The company, through its directors and company secretary, for delivery to the receiver
Company	Sunfield Construction Limited, in receivership
Receiver	YIP Chun-hei, appointed 12 January 2027
Notice received	14 January 2027, so the statement is due by 28 January 2027
Assets	Cash HK$86,400 · receivables HK$1,240,000, of which HK$310,000 is regarded as doubtful · plant and equipment, book value HK$2,180,000, estimated realisable HK$1,150,000 · retention money HK$420,000 · total estimated to produce HK$1,966,400
Liabilities	Secured: Kowloon Credit Bank Limited HK$4,850,000 · preferential: wages HK$186,000, accrued holiday pay HK$42,000, MPF HK$28,000 · unsecured trade creditors HK$2,940,000 · total HK$8,046,000
Deficiency	HK$6,079,600 as against the estimated realisable value
Verification	Signed by the director, TAM Wai-shan, and the company secretary, with the statutory declaration as to the truth of the statement
Filed	Delivered to the receiver on 28 January 2027; the receiver sent it to the Companies Registry on 12 March 2027, within the two months allowed

The 14 days run from the company receiving the notice, not from the appointment · the receiver, not the company, files it at the Registry, and has two months to do so · give estimated realisable values, not book values · any extension must come from the court or the receiver in writing before the 14 days expire

NRC3 — Receiver’s abstract of receipts and payments	Specimen · example only
Form	NRC3 · Receiver or Manager’s Abstract of Receipts and Payments
Specified under	Sections 300A(2) and 301(1)
Prepared by	The receiver or manager, and signed by him
Appointment	Out of court, by Kowloon Credit Bank Limited under the debenture of 3 March 2024, on 12 January 2027, so the 12-month cycle under s 300A(2) applies
First period	12 January 2027 to 11 January 2028
Receipts	Trading receipts HK$1,842,000 · receivables collected HK$740,000 · sale of plant HK$1,090,000 · total HK$3,672,000
Payments	Trading costs HK$1,206,000 · wages and MPF HK$418,000 · receiver’s remuneration HK$286,000 · legal and agents’ costs HK$94,000 · bank interest HK$212,000 · total HK$2,216,000
Balance	HK$1,456,000 held, of which HK$820,000 has been paid to the bank on account of the secured debt
Filed	Companies Registry by 11 March 2028, within the two months after the period
Final abstract	Filed to the date the receiver ceases to act, whatever the cycle

The cycle depends on the appointment: 12 months under s 300A(2), 6 months under s 301(1) — read the order or the debenture before diarising · two months to file after a 12-month period, one month after a 6-month period · show the receiver’s remuneration as a payment, and the amount paid to the chargeholder separately from the balance held

15 Court documents, with fees

Court forms come from Appendix A to the Rules of the High Court and the Rules of the District Court. The fees below are prescribed by the High Court Fees Rules (Cap 4D) and the District Court (Fees) Rules (Cap 336C), and are paid at the Accounts Office when the document is sealed.

Court filing fees

Item	High Court	District Court
Sealing a writ of summons or other originating document	HK$1,045 (HK$835 by electronic filing during the concession period)	HK$630 (HK$505 electronic)
Setting down a cause or matter for hearing	HK$1,045 (HK$835 electronic)	HK$630 (HK$505 electronic)
Sealing a writ of execution or possession	Per the schedule	HK$630 (HK$505 electronic)
Bankruptcy petition	HK$1,045, plus a deposit of HK$8,000 (debtor's petition) or HK$11,250 (creditor's petition)	—
Search of the court file, per file	Per the schedule	HK$18 (HK$14 electronic)
Certifying a document by the Registrar	Per the schedule	HK$125 (HK$100 electronic)

Filing a defence, a list of documents or an interlocutory summons within an existing action generally carries no separate filing fee. The fee is charged on commencement and on setting down. Confirm the current item in the applicable fees rules.

The writ, indorsed with a statement of claim

Writ of summons — HCA 1234/2026 **Specimen · example only**

Fee: HK$1,045 on sealing (HK$835 by electronic filing) · the writ is valid for service for 12 months · every copy served must be sealed and accompanied by the acknowledgment of service form

The defence and counterclaim

Defence and counterclaim **Specimen · example only**

Fee: no separate filing fee · due within 28 days after the time for acknowledging service expires or after service of the statement of claim, whichever is later · must be verified by a statement of truth

The interlocutory summons and the list of documents

Summons for directions / specific discovery **Specimen · example only**

Fee: no separate filing fee for an interlocutory summons · hearing bundles under PD 5.4 lodged at least 3 clear days before the hearing

List of documents (Forms 26 and 27) **Specimen · example only**

Fee: none · exchanged on the timetable fixed at the case management summons · inspection follows within 7 days of a request

16 Family Court forms

Family forms are prescribed by the PD 15 series, and the fees by the Matrimonial Causes (Fees) Rules (Cap 179B). Confirm the current filing fee on the Judiciary's fee table — it is not the same schedule as civil claims.

Form A — notice of application for ancillary relief	Specimen · example only
Court and case number	In the Family Court, FCMC 4321/2026
Parties	Applicant: LEUNG Siu Ming, Betty · Respondent: CHAN Tai Man, Andy
Application	Periodical payments pending suit; lump sum; transfer of the matrimonial home; pension sharing order
Grounds	Marriage 12 years; two children aged 9 and 12; applicant primary carer; respondent's income HK$85,000 per month
Signature and date	Signed by the applicant's solicitors · 6 April 2026

Fee: payable on filing under the Matrimonial Causes (Fees) Rules (Cap 179B) · the First Appointment follows and Form C is served on the respondent

Form E — financial statement (structure)	Specimen · example only
1. General	Name, address, date of birth, occupation, date of marriage, date of separation
2. The children	Names, ages, schools, who they live with, maintenance paid
3. Income	Salary, bonus, rental income, dividends, benefits in kind — gross and net, with payslips annexed
4. Assets	Matrimonial home, other property, bank accounts, investments, vehicles, business interests, pensions — value at a stated date
5. Liabilities	Mortgage, loans, credit cards, tax — balance outstanding and monthly payment
6. Capital needs	Housing, school fees, transport, debts to be cleared — itemised with figures
7. Documents annexed	Only what explains the figures: three months' statements, mortgage statement, pension valuation, latest accounts
Statement of truth	Signed by the party, confirming the information is true and complete

Filed and exchanged not less than 28 days before the First Appointment (PD 15.11) · no filing fee for Form E itself · annex only documents necessary to explain the figures

17 Companies Registry fees at a glance

Official fees for the forms in this guide

Form	Purpose	Official fee	Deadline
NNC1 + IRBR1	Incorporation, company limited by shares	HK$1,545 electronic / HK$1,720 hard copy, plus business registration	Before incorporation
NNC3	Consent to act as first director	None	With NNC1
NNC2	Change of company name	HK$295	15 days after the special resolution
ND2A	Director or secretary appointed or ceasing	None	15 days
ND2B	Change in officer particulars	None	15 days
ND4	Resignation of director or secretary	None	Within the statutory period
NR1	Change of registered office	None	15 days
NAR1	Annual return, private company	HK$105 on time; HK$870, HK$1,740, HK$2,610 or HK$3,480 late, by band	42 days after the incorporation anniversary
NSC1	Return of allotment	None	1 month
NM1	Statement of particulars of charge	HK$340	1 month from creation
NM2	Satisfaction or release of charge	HK$190	On satisfaction
NW5	Notice of cessation of a liquidator	None	15 days after ceasing to act
NW6	Certificate of release of liquidator	None	After the court grants release; no fixed deadline
NRC3	Receiver's abstract of receipts and payments	None	2 months after a 12-month period, 1 month after a 6-month period
NDR1	Deregistration of a defunct solvent company	HK$420	After tax clearance
NN1 + IRBR2	Registration of a non-Hong Kong company	HK$1,545 electronic / HK$1,720 hard copy	1 month after establishing a place of business
NN3	Annual return, non-Hong Kong company	HK$180 on time; HK$1,200–HK$4,800 late	42 days after the anniversary of registration
NN10	Alteration of corporate name	HK$1,425	As prescribed

Two related charges are not Companies Registry fees but are paid at the same time: the **business registration fee and levy** (HK$2,350 for a one-year certificate, HK$6,170 for three years, from 1 April 2026; branch certificates HK$230 and HK$658) and **stamp duty** on a share transfer, which is paid to the Inland Revenue Department before the transfer is registered.

18 Pre-filing checklist

RUN THIS BEFORE EVERY SUBMISSION

- Current version of the form, checked against the specification number at the foot
- Company name and business registration number exactly as registered
- Every name matches the identity document, including order of names and Chinese characters
- The signatory is a director or the secretary, signed in the right capacity
- The outgoing officer has signed the cessation or resignation section where required
- The event date is the real date, not a convenient one
- Deadline counted from the event, not from the day you started work
- Correct fee calculated, including any late scale and business registration
- Supporting documents attached (certified copy of the charge instrument; NN1 charter documents)
- Presentor's reference recorded and the acknowledgement kept on file
- Registers updated the same day: members, directors and secretaries, charges, SCR
- Downstream parties notified: bank, auditor, landlord, counterparties

19 Sources

- Companies Registry, *Major Fees under the Companies Ordinance* and Companies (Fees) Regulation (Cap 622K); *Price Guide to Main Services*.
- Companies Registry, specified forms and form notes (NNC1, NNC3, NNC2, ND2A, ND2B, ND4, NR1, NAR1, NSC1, NM1, NM2, NDR1, NN1, NN3); Companies Ordinance (Cap 622), ss 107, 464, 477, 645, 652, 662.
- Inland Revenue Department, Business Registration Fee and Levy Table (2026/27).
- High Court Fees Rules (Cap 4D), First Schedule; District Court (Fees) Rules (Cap 336C); Matrimonial Causes (Fees) Rules (Cap 179B).
- Rules of the High Court (Cap 4A), Appendix A; PD 5.2, PD 5.4, PD 15.11.

Court bundles

LITIGATION · PRACTICE AND PROCEDURE

The rules are short, mechanical and enforced. Most bundle failures are not legal errors; they are pagination, duplication, illegibility and lateness.

DOWNLOAD THE TEMPLATE

There is a working index in Excel: seventeen sample entries with the numbering already done, sixty blank rows, and page numbers that calculate themselves from the page count you type. Three sheets: the index, the rules, and printable tab dividers.

Download the court bundle index template (.xlsx) — opens in Excel, Numbers or Google Sheets.

1 The one principle

PD 5.6 states the governing principle in a single sentence: bundles **must not include documents which are unlikely to be referred to at the trial**. If a document unexpectedly becomes relevant, it can be added later. PD 3.8 goes further for company and bankruptcy e-bundles — the court may penalise parties and their legal representatives *on costs* for insisting on unnecessary documents.

So the test for every page is not "is this relevant?" but "will anyone actually turn to this page in submissions or evidence?" Relevance is the floor, not the standard. A bundle is a working tool with a page limit, an index and a reader who has forty other cases that week.

THE PRACTICAL CONSEQUENCE

Build the index *before* you copy anything. If you cannot write a one-line description of an item and name the place in submissions where it will be used, it probably does not belong in the bundle — it belongs in the general discovery, available on request.

2 Which practice direction applies

Hong Kong does not have one bundle rule. It has a family of them, and the first task is choosing correctly.

Choosing the governing direction

Occasion	Direction	What it requires in outline
Trial or assessment of damages in the High Court or District Court, where documents will be placed before the judge	PD 5.6 — *Documents for Use at Trial*	Agreed paginated bundle in lever-arch or ring binders; chronological; lodged at least 72 hours before the hearing; core bundle where the agreed bundle exceeds 100 pages.
Interlocutory application or appeal heard on summons or notice of appeal	PD 5.4 — *Hearing bundles*	Separate paginated bundles for court documents, exhibits and inter partes correspondence; chronology cross-referenced to the bundles; *dramatis personae* where many parties are named; lodged and served at least 3 clear days before the hearing.
Company, winding-up and bankruptcy applications before a judge (not trials)	PD 3.8 — *Electronic bundles and skeleton arguments*	Electronic only, in five categories A–E; OCR; e-Lodgement or USB; 7 working days for the e-bundle and 72 hours for the skeleton; no paper bundles except one set of indexes and skeletons for the judge's clerk.
Any electronic bundle filed with the Judiciary	EBPDF — *General Guidelines for Preparing Electronic Bundles in PDF*	Single searchable PDF, pagination matching the paper bundle, index pages prefixed *0-*, bookmarks containing the index, no duplication.
Family Court ancillary relief and children proceedings	PD 15.11, PD 15.13, PD 15.14	Only documents relevant and necessary for fairly disposing of the application; prescribed forms; a two-part First Directions Hearing Bundle on transfer to the Court of First Instance.
Court of Final Appeal	Hong Kong Court of Final Appeal Rules (Cap 484A), Schedule 2	The Record and the Case, in prescribed volumes, binding and cover specifications, chronological documents with consecutive pagination and an index at the front of each volume.

Where a judge, master or registrar has given specific directions for your list, those directions prevail over the general practice direction. Read the order for directions before you read this page.

3 The paper bundle: eight mandatory features

PD 5.6 is unusually concrete. A bundle placed before a trial judge must be:

- **Firmly secured, not stapled.** Staples fail under the weight of a bundle and catch on the page as it turns. Use treasury tags, binding or the file mechanism — but see the next point.
- **Arranged in chronological order from the front.** Chronological within each bundle, and bundles themselves in a logical sequence (usually the order in which the court will read them).
- **Paged consecutively on the top right-hand corner.** Every page, including blank pages, index pages and dividers. Hand-numbering 900 pages is a false economy; stamp before copying and check the run.
- **Fully and easily legible.** If a manuscript document is illegible, interleave a typewritten copy at the same place. Do not "improve" the original by replacing it.
- **In lever-arch files or ring-binders, never over-filled.** PD 5.6 sets a working maximum of **250 pages per file**, and the rings must close and turn freely.
- **Labelled on the spine** where the set runs to more than one file — Bundle A, Bundle B, and so on.
- **With transcripts in a separate bundle.** Judgments and evidence transcripts must not be bound up with other documents.
- **Labelled inside the cover** on the top right where there are more than five bundles in the case.

WATCH THE EDGE

Two defects account for a surprising share of complaints: text cut off at the margin by the photocopier, and text lost in the binding gutter. Photocopy with a margin, punch before you copy or leave a generous gutter, and check the first and last page of every tab against the original.

The bundle index, filled in — HCA 1234/2026, three-day trial Specimen · example only	
Front sheet	HCA 1234/2026 · Bundle A · plaintiff's bundle · three-day trial · lodged 2 March 2026
Tab 1	Writ of summons, issued 14 April 2025 — pages 1–2 · status: agreed
Tab 2	Statement of claim, 28 April 2025 — pages 3–14 · status: agreed
Tab 3	Defence and counterclaim, 26 May 2025 — pages 15–31 · status: agreed
Tab 4	Reply and defence to counterclaim, 16 June 2025 — pages 32–38 · status: agreed
Tab 5	Order of Master Chan, 9 September 2025 (directions) — pages 39–41 · status: agreed
Tab 6	Plaintiff's list of documents, 3 October 2025 — pages 42–49 · status: agreed
Tab 7	Witness statement of the plaintiff, 12 January 2026 — pages 50–61 · status: **disputed as to one paragraph**, marked in the index and not in the text
Tab 8	Witness statement of the defendant, 9 February 2026 — pages 62–75 · status: agreed
Tab 9	Expert report of the quantity surveyor, 20 November 2025 — pages 76–148 · status: agreed
Tab 10	Bundle of correspondence, 14 letters, chronological — pages 149–214 · status: agreed
Tab 11	Agreed bundle of photographs, 24 images, each captioned — pages 215–238 · status: agreed
Tab 12	Chronology and cast list prepared jointly — pages 239–242 · status: agreed, and signed by both solicitors
Closing sheet	Certificate of compliance with the practice direction, signed by the solicitor lodging the bundle
Pagination	Every page numbered bottom right, continuous through the bundle, tabs not restarting the count

No filing fee is charged for lodging the bundle itself — the court's fees are for issuing process, setting down and hearings · the cost that does bite is copying, at HK$4 a page on the Registry's own scale, so a 242-page bundle duplicated for the court and two opponents is about HK$2,900 in copies alone · index the disputed items, never the disputed words

4 Front matter: what the judge sees first

Before page 1, the bundle should answer the reader's questions without requiring them to read the file.

Standard front matter

Item	Content	Notes
Cover sheet	Court, case number, full case name, bundle title and volume number, hearing date and judge, solicitors for each party	Use the exact case name and number as they appear on the writ or petition. Sloppy covers get bundles sent back.
Index	Tab number, date of document, description, page number	Descriptions should identify the document, not characterise it. "Letter from defendant's solicitors re completion date" — not "damaging admission".
Chronology	Date, event, bundle and page reference	Required for hearing bundles under PD 5.4; expected in most contested trials. Cross-reference every entry to a page.
Dramatis personae	Name, role, and where they appear	Required where a number of companies, firms or individuals are mentioned. Include abbreviations used in submissions.
Statement of document status	Which documents are authentic, which are included only, which are evidence of their contents	PD 5.6 requires the position to be clearly settled and marked on the front of the bundle. See section 5.
Core bundle	The handful of documents central to the dispute	Required in practice where the agreed bundle exceeds 100 pages. Keep it genuinely short — pleadings, key contract, key correspondence, key witness statement extracts.

5 Document status: the three-way marking

Agreeing a bundle is not the same as agreeing what the documents prove. PD 5.6 requires the parties, when a bundle is agreed, to settle and mark explicitly which documents:

- **are deemed authentic** — or, if not listed for any reason, are agreed to be authentic;
- **are agreed only for inclusion** — in the bundle, without any admission as to authenticity or content; or
- **are agreed as evidence of their contents** — subject to any submission as to weight.

It is always open to a party to agree inclusion and treatment as evidence of contents while reserving the right to object to admissibility on grounds of relevance. The discipline matters because Order 27, rule 4 deems most listed documents authentic in practice — so the marking is often the only record of a live authenticity dispute.

Where the parties cannot agree on inclusion, the document goes in, and the objection is noted in the index. PD 3.8 makes that explicit for e-bundles; the same courtesy applies on paper.

6 Pagination conventions that the court expects

Consistent pagination is the difference between "[A/3/25]" being a precise reference and being a request to search.

Numbering conventions

Situation	Convention	Example
Index or front matter with no bundle pagination	Prefix with *0-*	0-1, 0-2, 0-3, then page 1
Page inserted after pagination is complete	Suffix with a hyphen and number, not letters	88-1, 88-2, 88-3
Sub-pages within a document	Same suffix logic	3-1, 3-2
Citation in submissions	Bundle / tab / page	[A/3/25]
Citation of authorities	Party and item number	[P1], or [A] to adopt the applicant's list

Never renumber pages once the bundle has been served. If a document must be added, use the suffix convention, update the index, and circulate a replacement index page. Renumbering silently destroys every reference in every skeleton argument already filed.

7 Electronic bundles

Electronic filing is now the default for company, winding-up and bankruptcy applications, and common elsewhere. The Judiciary's EBPDF guidelines set mandatory technical requirements, and PD 3.8 sets the structure and timetable for the company list.

Technical requirements (EBPDF)

- **One PDF** for the bundle — unless it exceeds 10,000 pages or 1 GB, in which case it may be split.
- **Identical to the paper bundle.** Every page numbered in ascending order, matching the printed page number. If the paper bundle has pages 1, 2, 2a, 3, 3-1, 3-2, 4, 5, the PDF must carry exactly those numbers.
- **Searchable text.** All PDFs must be processed by OCR, so the judge can search and annotate.
- **Bookmarks containing the index**, with a brief description for each item and exhibit number where applicable.
- **Index pages prefixed 0-** where they carry no bundle pagination.
- **No duplication** across files, including across consolidated actions — cross-refer instead.
- **Media** by CD-R, DVD±R, USB drive, memory card or hard disk, or as the court directs. PD 3.8 accepts the e-Lodgement platform or a USB delivered to the judge's clerk.

Structure and timetable under PD 3.8

Company, winding-up and bankruptcy applications before a judge

File	Contents
[A]	Court documents — pleadings, summons, order for directions, orders
[B]	Affidavits and witness statements
[C]	Exhibits and documents
[D]	Correspondence
[E]	Expert evidence

Deadlines for substantive hearings and CMCs

Document	Party	Deadline before hearing
e-Bundle	Applicant	7 working days
Skeleton argument, chronology, *dramatis personae*, draft order, list of authorities	Applicant	72 hours
Skeleton argument and list of authorities	Respondent	48 hours
Directions hearings of 15 minutes or more — skeletons only	Applicant / respondent	72 hours / 48 hours

Saturdays, Sundays and public holidays are excluded from these periods. Skeleton arguments are capped at 20 pages, at least 14-point font with 2.54 cm margins, unless the court permits otherwise.

Two page caps are worth knowing before you start scanning: for a substantive hearing listed for up to three hours, the bundle should not exceed **800 pages**; for up to two days, **1,200 pages**. Beyond that, prior approval from the court is required.

NO BUNDLE IS NEEDED FOR EVERYTHING

PD 3.8 records the general position that no hearing bundle is required for the first directions hearing of an originating summons, or for the callover of an interlocutory summons, where the court is not being asked to read many documents or determine anything substantive. Sending an unnecessary bundle is not neutral — it attracts costs consequences.

8 Worked example: a three-day trial

EXAMPLE — BREACH OF A SALE AND PURCHASE AGREEMENT

Matter: HCA 1234/2025. Plaintiff buyer sues for return of a HK$4.2 million deposit after a failed completion. Trial listed for three days. Documents span 2019–2026: title deeds, correspondence between solicitors, two expert valuation reports, and witness statements from the buyer, the vendor and the conveyancing clerk.

Bundle build: the agreed bundle runs to about 1,150 pages, so a core bundle is mandatory in practice (PD 5.6, para 2 — agreed bundle exceeding 100 pages). Six lever-arch files, none above 250 pages.

Index skeleton — Bundle A (pleadings and orders), 1–180

Tab	Date	Document	Pages
—	—	Index and statement of document status	0-1 to 0-3
—	—	Chronology	0-4 to 0-5
1	14 Jan 2025	Writ of summons with indorsed statement of claim	1–12
2	4 Feb 2025	Acknowledgment of service	13–14
3	18 Feb 2025	Defence and counterclaim	15–28
4	11 Mar 2025	Reply and defence to counterclaim	29–36
5	2 Jun 2025	Order for directions (Master Chan)	37–40
6	30 Sep 2025	Order on case management conference	41–43
7	8 Jan 2026	Order granting leave to amend defence	44–46
8	20 Jan 2026	Amended defence and counterclaim	47–62

The remaining files follow the same logic: **Bundle B** — contract and title documents (the 2024 provisional and formal agreements, assignment, title deeds, land search); **Bundle C** — inter-solicitor correspondence, strictly chronological; **Bundle D** — expert reports and their exhibits; **Bundle E** — witness statements; **Bundle F** — transcripts, separate as PD 5.6 requires.

Because the correspondence alone runs to 400 pages, the core bundle (about 60 pages) carries only: the two agreements, the requisition letter, the vendor's reply, the notice making time of the essence, the two witness statements and the one-page valuation summary from each expert. Everything else stays in the main bundles, referenced from the chronology.

The deadlines in that example

- **T–21 days:** circulate the draft index and the proposed statement of document status; invite objections in writing.
- **T–14 days:** agree inclusions; resolve objections (unresolved items go in with the objection noted).
- **T–10 days:** copy, OCR, paginate, bookmark; check the page-number run against the index.
- **T–5 days:** bind; label spines; prepare the core bundle; print the index for the associate.
- **T–3 clear days (72 hours, excluding weekends and general holidays):** lodge with the court and serve on every other party.
- **T–1 day:** bring a spare set, a clean index and the originals of documents whose authenticity is in issue.

9 Worked example: a 30-minute summons

EXAMPLE — EXTENSION OF TIME FOR SERVICE OF WITNESS STATEMENTS

A 30-minute interlocutory summons in a personal injuries action. Under PD 5.4 the hearing bundle comprises three separately paginated bundles: (a) court documents — the summons, the order for directions, the affirmation in support; (b) exhibits to the affirmation, excluding correspondence; (c) inter partes correspondence relevant to the application. Add a chronology cross-referenced to the bundles and, if several entities are named, a *dramatis personae*.

Lodge and serve at least **3 clear days** before the hearing. Keep it to the documents the master will actually read: the summons, the affirmation, the two letters showing the request for consent and the refusal, and the draft order.

Note the difference in kind: PD 5.6 governs trial bundles and insists on chronological order; PD 5.4 governs hearing bundles and deliberately does *not* require court documents in chronological order, because the court reads pleadings, then the summons, then the directions, then the evidence. Following the wrong structure is a common and visible error.

10 Family proceedings: a different logic

Family bundles are governed by the PD 15 series rather than PD 5.6 or 5.4, and the culture is different: confidentiality is central, and the relevance test is applied hard.

- **Ancillary relief trials.** PD 15.11 provides that bundles prepared for the trial of an ancillary relief application shall contain only documents that are relevant and necessary for fairly disposing of the application.
- **First Directions Hearing Bundle on transfer.** PD 15.14 requires an agreed paginated bundle in two parts. Part A holds the petition or joint application, Form A or notice of application, Form E without attachments, questionnaires and answers without attachments, pending summonses in chronological order, orders in chronological order, the reasons for transfer, Form J if any, and any other court documents directed. Part B holds the remaining documents directed by the court.
- **Costs estimates.** Form H2 must be lodged and served 3 clear days before each case management hearing, pre-trial review or trial in children proceedings; Forms H3 and H4 serve the equivalent function in ancillary relief before and after the FDR hearing.
- **Pagination may be dispensed with** in a proper case by Form G under PD 15.11 — but only by direction, never unilaterally.

Full detail is in the family law guide.

11 The defects that come back

Common failures and their consequences

Defect	What happens	Prevention
Bundle lodged late or served on some parties only	Hearing may be adjourned with costs against the defaulting party; the court may proceed on what it has	Calendar 72 hours from the hearing date, excluding weekends and general holidays — not "three working days before" as a guess
Pagination skips or repeats	Every citation in the skeleton is wrong; the judge cannot follow submissions	Stamp before copying; check the run at every tab boundary; never renumber after service
Duplicated documents across bundles	Objection under PD 3.8; wasted pages against the cap	One master index with a single home for each document; cross-reference elsewhere
Documents included "for completeness"	Costs sanction; the court's attention diluted	Apply the "will anyone turn to this page?" test at index stage
Illegible or edge-cropped copies	Bundle rejected or evidence unusable	Copy with margins; interleave typed copies of illegible manuscripts
Over-filled ring binders	Pages tear, rings jam, bundle unusable in court	250 pages per file maximum; split and label the spine
No statement of document status	Authenticity disputes surface at trial	Agree and mark the three categories on the front of the bundle
E-bundle not OCR'd or bookmarked	Judge cannot search or annotate; practical rejection	OCR after scanning; check text selection and bookmarks before lodging
PDF page numbers not matching the paper imprint	Typing "740" does not reach page 740	Use the imprinted number, not the PDF sequence; test ten random references

12 Filing checklist

PRINT THIS

- Order for directions read; any specific bundle direction identified and followed
- Correct practice direction chosen for the occasion
- Index drafted before copying, with one-line descriptions and page ranges
- Every item passes the "will it be referred to?" test
- Chronology prepared and cross-referenced to bundle pages
- *Dramatis personae* prepared where multiple parties or entities appear
- Core bundle prepared where the agreed bundle exceeds 100 pages
- Statement of document status agreed and marked on the front
- Pagination consecutive, top right, including index pages prefixed 0-
- All pages legible; illegible manuscripts interleaved with typed copies
- Lever-arch or ring binders, no file above 250 pages, spines labelled
- Transcripts in a separate bundle
- More than five bundles? Inside-cover labels applied top right
- Electronic copy: single PDF, OCR'd, bookmarked, pagination matching the paper bundle
- E-bundle files split A–E where PD 3.8 applies; page cap checked
- Lodged and served within time: 72 hours (trial), 3 clear days (hearing bundle), 7 working days (PD 3.8 e-bundle)
- Spare set, clean index and originals available on the day
- Proof of lodging and service kept on file

13 Sources

- Practice Direction 5.6, *Documents for Use at Trial* (in force 2 April 2009).
- Practice Direction 5.4, *Hearing bundles*.
- Practice Direction 3.8, *Electronic Bundles and Skeleton Arguments for all Applications on Company, Winding-up and Bankruptcy Matters* (in force 17 July 2023).
- Judiciary, *General Guidelines for Preparing Electronic Bundles in Portable Document Format (EBPDF)*.
- Rules of the High Court (Cap 4A), Order 27, rule 4.
- Hong Kong Court of Final Appeal Rules (Cap 484A), Schedule 2.
- Practice Directions 15.11, 15.13 and 15.14 (Family Court).

Criminal procedure

LITIGATION · CRIMINAL

Criminal work is deadline work. The trial date, the 14 days to appeal, the bail conditions and the custody clock all run whether or not the file is ready. Your job is to make sure the lawyer never learns of a date from the court.

BEFORE YOU TOUCH A CRIMINAL FILE
There is no filing fee for a criminal case, and none for a criminal appeal. What a criminal file costs is time: the 14-day appeal window after conviction or sentence is short and runs from the decision, not from when the client asks for advice. Diarise it the day the verdict is given.

1 How a case runs

- **Complaint or arrest** Either an information is laid and a summons issues, or the police arrest and either release on police bail or bring the person before a magistrate. The charge sheet identifies the offence, the statutory provision and the facts in brief.
- **First appearance** Before a magistrate. For a summary offence the charge is read and a plea taken. For an indictable offence no plea is taken; the case is adjourned for further investigation, for transfer to the District Court, or for committal to the Court of First Instance.
- **Bail** Court bail with or without sureties, or remand in custody. Conditions commonly include surrendering travel documents, reporting to a police station, residing at an address and not approaching witnesses.
- **Adjournments** Usually to allow the prosecution to complete investigation, to obtain legal advice on venue, or to await forensic or medical reports. Each adjournment should be diarised with what it was for.
- **Plea** Guilty — sentence follows, often the same day, or after reports if probation, community service, a detention or training centre, a drug treatment centre or a hospital order is being considered. Not guilty — a trial date is fixed.
- **Trial** In the magistrates' court, before a magistrate; in the District Court, before a judge without a jury; in the Court of First Instance, before a judge and jury. Witnesses are summoned, exhibits agreed where possible, and the prosecution discloses its case.
- **Sentence or acquittal** Sentence follows conviction, with mitigation and a plea in mitigation. Acquittal ends the matter unless the prosecution appeals by way of case stated or on a point of law.
- **Review or appeal** Within 14 days: apply to the magistrate for a review, or give notice of appeal to a judge of the Court of First Instance. Appeals from the District Court or the Court of First Instance go to the Court of Appeal within 28 days.

Where the case is heard, and the sentencing ceiling

Court	Business	Usual maximum sentence
Special Magistrate	Minor statutory offences, departmental prosecutions	Fine up to HK$50,000; imprisonment limited by the ordinance
Magistrates' Court	Summary offences and the first appearance in every case	Generally 2 years' imprisonment and HK$100,000, unless the ordinance creating the offence allows more
District Court	Serious offences transferred by the Secretary for Justice	7 years' imprisonment
Court of First Instance	Indictable offences tried by judge and jury	Life, or whatever the offence provides
Court of Appeal	Appeals against conviction or sentence	Any sentence the court below could have passed

The ceiling matters when advising on venue and when comparing a magistrate's sentence with what a higher court could impose. Always read the ordinance creating the offence: many carry their own maximum, and some raise the magistrates' ceiling.

2 The dates that matter

Criminal timeline

Stage	When	What you do
Arrest to first appearance	As soon as practicable; a person in custody must be brought before a magistrate	Obtain the charge sheet, the custody record and the bail decision
First appearance	The next available court day	Attend with instructions; take a note of the adjournment date and purpose
Bail conditions	Operative from the moment bail is granted	Diarise every reporting date and the surrender of travel documents
Transfer or committal	Set by the magistrate at the adjournment	Prepare the bundle for the higher court; check the indictment or charge
Trial	Fixed at the plea; magistrates' trials are usually weeks, not months, away	Summon witnesses, lodge exhibits, confirm interpreters
Review of a magistrate's decision	**14 days** from conviction, sentence or order	Decide with counsel whether review or appeal is the better route — not both blindly
Appeal to a CFI judge	**14 days** from conviction or sentence (Form 101 or 102)	Lodge notice with the magistrates' clerk; the clerk serves the respondent
Appeal to the Court of Appeal	**28 days** from conviction or sentence	File Form XI at the Appeals Registry; no filing fee

3 The documents, filled in

Four documents carry most of the file: the summons that starts a summary prosecution, the bail document that keeps the client out of custody, and the two notices that preserve an appeal — to a judge of the Court of First Instance, and to the Court of Appeal.

Summons — Form 1, Magistrates Ordinance s 8 Specimen · example only

Court	In the Magistrates' Court at Kowloon
Summons number	KCS 12847/2026
To	CHENG Wai Ming, of Flat 12B, 88 Nathan Road, Kowloon
Complaint	That you, on 3 October 2026, at 88 Nathan Road, Kowloon, did drive a motor vehicle without due care and attention, contrary to section 38(1) of the Road Traffic Ordinance (Cap 374)
Requirement	You are required to appear at the Magistrates' Court at Kowloon on 19 November 2026 at 9:30 am to answer to the complaint and be further dealt with according to law
Notice	If you do not appear, the court may proceed in your absence and may issue a warrant for your arrest
Issued	By order of the magistrate, 20 October 2026 · signed by the magistrates' clerk
Service	Personally served on 23 October 2026; the serving officer's endorsement is on the back

Fee: none · the offence section and the date of the alleged act must match the prosecution's case; a mismatch is the first thing to check · keep the served original or a copy of the endorsement as proof of service

Bail — recognizance and conditions	Specimen · example only
Court and case	Magistrates' Court at Kowloon · KCS 12847/2026
Defendant	CHENG Wai Ming · Hong Kong identity card no. A123456(7)
Bail granted	By the magistrate on 19 November 2026
Recognizance	HK$5,000, without sureties
Condition — residence	Reside at Flat 12B, 88 Nathan Road, Kowloon, and notify any change of address
Condition — reporting	Report to Mong Kok Police Station every Monday between 9 am and 12 noon
Condition — travel	Surrender all travel documents; not to leave Hong Kong without leave of the court
Condition — witnesses	Not to approach or communicate with the prosecution witnesses, whose names are listed in the schedule
Next date	Return to court on 7 January 2027 at 9:30 am
Consequence of breach	Arrest without warrant and remand in custody; the recognizance may be estreated

No fee · every condition is a date or a prohibition — put each one in the diary and tell the client in writing · a change of address must reach the court, not just the lawyer

Notice of appeal to a judge — Form 101	Specimen · example only
To	The magistrates' clerk, Magistrates' Court at Kowloon
Appellant	CHENG Wai Ming, of Flat 12B, 88 Nathan Road, Kowloon
Notice	Take notice that it is my intention to appeal to a judge of the Court of First Instance against my conviction and sentence
Conviction	Convicted on 19 November 2026 by Mr Magistrate X at the Magistrates' Court at Kowloon of driving without due care and attention, contrary to s 38(1) of Cap 374, on 3 October 2026
Sentence	Fined HK$4,000 and disqualified from driving for six months
General grounds	The conviction is unsafe because the magistrate misdirected himself on the identification evidence; the sentence is manifestly excessive having regard to the appellant's clear record
Date and signature	Dated 26 November 2026 · signed by the appellant / his solicitors
Fee	None

Lodge within 14 days of conviction or sentence · the clerk copies the notice to the respondent and, if not the respondent, to the Secretary for Justice · Form 102 is the equivalent for an appeal against sentence only · an extension of time needs an application under s 114A

Notice of appeal to the Court of Appeal — Form XI Specimen · example only	
To	The Registrar, Court of Appeal · filed at the Appeals Registry in the Clerk of Court's Office, High Court Building
When this form is the right one	After conviction in the **District Court or the Court of First Instance**, or after a judge of the Court of First Instance has decided a magistrates' appeal. Form XI is *not* the first appeal from a magistrates' court — that is Form 101 or 102
Appellant	CHENG Wai Ming, of Flat 12B, 88 Nathan Road, Kowloon (in custody at Tai Lam Centre for Women, or on bail — the form records which)
Notice	"Take notice that I, the above-named appellant, apply for leave to appeal against my conviction and sentence" — Form XI is both the notice of appeal and the application for leave where leave is needed
Court below	District Court, DCCC 456/2026 — convicted on 8 October 2026 before His Honour Judge X of theft, contrary to s 9 of the Theft Ordinance (Cap 210)
Sentence	18 months' imprisonment
Grounds	Numbered and specific: "1. The judge erred in admitting the identification evidence. 2. The judge failed to direct himself on the burden of proof. 3. The sentence is manifestly excessive having regard to the appellant's clear record and his plea of guilty to the lesser count"
Leave	An appeal lies **as of right** on a ground involving a question of law alone; any ground of fact, or of mixed law and fact, needs the leave of the Court of Appeal (Cap 221, s 82). Grounds are drafted so the court can see which is which
Time limit	**28 days** from conviction or sentence. Late filing needs the leave of the Court of Appeal to appeal out of time, and the reasons for the delay go in an affirmation
What the Registry does	Seals the notice, and when the appeal bundle is ready sends it to all parties. The transcript of the trial is ordered separately and is what the grounds are argued from
Fee	**No filing fee**
The trap	Two different appeal routes with two different deadlines: 14 days to a judge of the Court of First Instance from a magistrates' court (Forms 101, 102), and 28 days to the Court of Appeal on Form XI. Filing the wrong one does not stop the clock on the right one

28 days · Appeals Registry · no filing fee · grounds must be settled by counsel, not lifted from the client's letter · the transcript is the appeal, so order it the day the notice is lodged

4 Reviewing a magistrate's decision

The first question after a determination in the magistrates' court is not "appeal?" but "review or appeal?". A review is an application to the same magistrate to think again. It is not an appeal, it has no form of its own, and it carries a risk an appeal does not.

Review and appeal compared — Magistrates Ordinance (Cap 227)

	Review — s 104	Appeal — s 113
Who decides	The same magistrate who heard the case	A judge of the Court of First Instance
How it starts	A written application to the magistrates' clerk, by the party or by counsel. No form is prescribed	Notice of appeal in Form 101 (conviction and sentence) or Form 102 (sentence only), given to the magistrates' clerk
Time limit	**14 clear days** after the determination	**14 days** after conviction, sentence or order
What can be done	The magistrate may re-open and re-hear the case wholly or in part, take fresh evidence, and reverse, vary or confirm the earlier decision — s 104(6)	The judge hears the appeal on the record. The magistrate prepares a signed statement of his findings and grounds of decision within 15 days of the notice and serves it on the parties — s 114(b)
The risk	The decision can be *varied* — on a review the sentence can go up as well as down	The appeal is against the order actually made; the judge may dismiss or allow it and substitute his own decision
Who may apply	Either party — the prosecution can apply for a review of an acquittal, or of a sentence it says is too lenient	The person convicted; the prosecution's route is an appeal by case stated
Fee	None	None

The procedure, step by step

- **Count clear days** Fourteen *clear* days exclude the day of the decision and the day of the application, so the last day arrives sooner than a plain 14-day count suggests. Diarise the date the moment the decision is given.
- **Decide what the review is for** A wrong finding of fact, an exhibit misread, a sentence passed on a mistaken basis, or a point the magistrate was not taken to. A review cannot produce a different magistrate and it is not a rehearsal of the trial.
- **Write to the clerk** The application is made in writing to the magistrates' clerk and must identify the case, the date and the determination, and state what the magistrate is asked to reconsider and on what basis. Attach the authorities or the documents relied on.
- **Expect to be heard** A magistrate may not reject the application without giving the applicant or his counsel the opportunity to make representations in open court (s 104(4A)).
- **Attend the review** If it is granted, the magistrate may re-open and re-hear the case in whole or in part, take fresh evidence, and reverse, vary or confirm the decision (s 104(6)). The client should be told in writing that the sentence may increase.
- **Watch the appeal clock** If the review is dismissed, the 14 days to appeal to a judge of the Court of First Instance run from the *dismissal*, not from the original conviction.
- **Record the outcome on the file** The endorsement on the charge sheet, the revised sentence or the dismissal, and the new appeal date if there is one. A review that is not recorded looks like an adjournment three months later.

TWO THINGS THAT CATCH PEOPLE OUT

The magistrate has the same 14 clear days to re-open a case *on his own initiative* (s 104(5)), so a decision is not truly final for a fortnight — do not tell a client the matter is closed on the day of the verdict.

And a review is not a soft option. Because the magistrate may vary the decision, an application that succeeds only in reopening the facts can end with a heavier sentence than the one complained of. Where the complaint is about the law, or about the weight of the evidence, the appeal to a judge of the Court of First Instance is usually the safer route; where it is about a mistake the same magistrate can simply fix, the review is quicker and cheaper. Take the choice with counsel, in writing, and file one of them.

5 What it costs

Court fees in criminal matters

Item	Fee
Filing a charge, summons or indictment; first appearance	**None**
Notice of appeal to a CFI judge (Forms 101, 102)	**None**
Notice of appeal / application for leave to appeal to the Court of Appeal (Form XI)	**None**
Certified copy of a court record or exhibit	Per the High Court Fees Rules or magistrates' court scale — confirm at the counter
Legal aid	Not a court fee; means-tested through the Legal Aid Department, with the Duty Lawyer Service for the first appearance

The absence of a filing fee is not the absence of cost. Expert reports, transcripts for an appeal, counsel's fees and the loss of the client's time are the real numbers, and an appeal bundle with transcripts is what the estimate must cover.

6 What goes wrong

- **The 14 days are counted from the wrong date.** They run from conviction or sentence, not from the client's instruction, and not from the receipt of the transcript.
- **Review and appeal are confused.** A review is to the same magistrate and risks a higher sentence; an appeal goes to a judge of the Court of First Instance. Take the decision with counsel rather than filing both.
- **A bail condition is missed.** One missed reporting date can mean custody before trial. Every condition goes into the diary and into a letter to the client.
- **The charge is not compared with the evidence.** Read the section alleged, the date and the place against the witness statements before the plea is taken.
- **Witnesses are not summoned.** A defence witness who has not been served with a summons may simply not appear, and the trial is lost to an adjournment the client pays for.
- **Identification evidence is not tested at the first opportunity.** In magistrates' appeals the record is everything; if the point was not raised below, it is much harder above.

7 File checklist

PRINT THIS

- Charge sheet or summons on file, with the offence section, date and place checked
- Bail document with every condition and the next court date diarised
- Proof of service of the summons or charge
- Prosecution papers and witness statements received and indexed
- Defence witnesses identified and summonses applied for
- Interpreters, expert reports and exhibits arranged before the trial date
- Trial date confirmed with the client in writing
- Verdict and sentence recorded, with the 14-day date calculated and diarised the same day
- Advice on review versus appeal obtained from counsel in writing
- Notice of appeal lodged, sealed copy on file, and the transcript ordered

8 Sources

- Magistrates Ordinance (Cap 227), ss 8 (summons, Form 1), 104 (review of a decision by a magistrate, including the 14 clear days and the power to re-open and re-hear), 113–114A (appeals to a judge; Forms 101, 102), and the Schedule of forms.
- Criminal Procedure Ordinance (Cap 221), s 82 (right of appeal to the Court of Appeal, and when leave is needed); Criminal Appeal Rules (Cap 221A) and Notice of Appeal Form XI.
- Judiciary, *Magistrates' Courts* and *High Court* guidance on criminal appeals; Duty Lawyer Service and Legal Aid Department guidance.