

Form Over Function: Scanned Signatures And Procedural Integrity In Malaysian Courts

10 February 2026

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A recent decision of the High Court highlights how procedural rules are being applied in an era of electronic filing, and how far courts are prepared to tolerate technical imperfections where no substantive prejudice is shown.

In *Shine Technology Pte Ltd v Shine DC Technology Sdn Bhd* (Companies (Winding-up) Petition No.: JA-28NCC-156-09/2025), the court considered whether affidavits containing scanned signatures and translated jurats were procedurally defective. The ruling provides guidance on the treatment of routine digital practices in litigation and reinforces a broader judicial reluctance to strike out proceedings on purely formal grounds.

Background

The petitioner, a Singapore-incorporated company (Shine Technology Pte Ltd), commenced winding-up proceedings against the respondent under Section 465(1)(h) of the Companies Act 2016, alleging that its sole director had improperly divested the company of its shareholding.

The respondent (Shine DC Technology Sdn Bhd) applied to strike out the petition and sought to expunge the affidavit verifying the petition. Two objections were raised.

First, the respondent argued that the affidavit's jurat was defective because it stated that no translation was required, notwithstanding that the deponent, Mr Ni Ke, was a Chinese national who signed in Chinese characters. A later affidavit, affirmed by Mr Ni, contained a jurat translated into Chinese, which the respondent characterised as an implicit admission that Mr Ni did not understand the earlier English affidavit.

Second, the respondent objected to the appearance of a “CamScanner” watermark on the signature page of a subsequent affidavit, contending that this undermined the document’s authenticity.

The Decision

The High Court dismissed the application.

On the issue of language comprehension, the court found that the evidence demonstrated that Mr Ni possessed sufficient proficiency in English. The court noted that he had resided in Singapore for approximately two years, had previously sworn several affidavits in English without objection, and had conducted business correspondence in English. The inclusion of a translated jurat in a later affidavit was characterised as a precautionary measure rather than an admission of incapacity.

As to the scanned signature, the court observed that the conversion of documents into PDF format for electronic filing is routine in modern litigation. The presence of a scanning watermark, without any allegation of alteration, substitution or fraud, did not render an affidavit invalid. The court also took into account that the original signed document remained available for inspection.

Curable Defects And Proportionality

The court went on to hold that, even if the affidavits were technically non-compliant, any defect was curable. Relying on the Court of Appeal’s decision in *Redang Paradise Vacation Sdn Bhd v Yap Chuan Bin* [2017] 10 CLJ 296, the court reaffirmed that under is no longer automatic.

A defect justifies striking out only where it goes to the root of the proceedings, causes irremediable prejudice, or is incapable of cure. None of those thresholds were met. The objections raised were characterised as formalistic and peripheral to the substance of the winding-up petition.

Distinguishing Earlier Authorities

The court distinguished the authorities relied upon by the respondent. In *Maria Yusof v Abdullah Gendak* [2015] 9 CLJ 243, affidavits were executed by thumbprint only, giving rise to genuine concerns about identity and comprehension. No such concerns arose here, where the deponent signed conventionally and there was independent evidence of language competence.

The court added that *Voon Mow Chen v Menteri Dalam Negeri* [1993] 4 CLJ 195 concerned a pre-executed jurat on a separate page, raising the risk of jurats being attached to later-prepared affidavits. The court found that this mischief was absent in the present case, as the jurat clearly related to the affidavit in question.

In *Paramount Link Sdn Bhd v Rossington Consolidated Sdn Bhd* [2013] 3 CLJ 457, the winding-up petition was undated and therefore incapable of proper verification. By contrast, the petition here was dated, duly filed and supported by an affirmed affidavit. The alleged defects related to form rather than verification itself.

Implications

This decision reflects a pragmatic judicial approach to procedural compliance in a digital filing environment. By treating scanned documents with routine watermarks as *prima facie* valid in the absence of evidence of tampering, the court acknowledged the realities of contemporary litigation practice.

More broadly, the ruling underscores an established principle of Malaysian civil procedure: technical objections raised late in the proceedings, particularly after substantive engagement with the disputed documents, are unlikely to succeed unless real prejudice can be shown.

As electronic workflows become entrenched, the case illustrates how courts are balancing procedural discipline with proportionality, favouring substance over formalism while maintaining the integrity of sworn evidence.

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