MA63 — Void Ab Initio

> *Why the Malaysia Agreement 1963 is legally invalid from its inception*

What Does "Void Ab Initio" Mean?

"Void ab initio" is a Latin legal term meaning "void from the beginning." A treaty or agreement that is void ab initio is treated as though it never existed — its purported legal effects have no force. The RSNB-GIE's position is that the Malaysia Agreement 1963, insofar as it purported to transfer sovereignty over North Borneo to the Federation of Malaysia, is void ab initio on multiple grounds.

Grounds for Invalidity

The MA63 is void ab initio for at least three reasons: (1) Lack of genuine consent — the people of North Borneo were not meaningfully consulted in a manner consistent with international standards for self-determination; (2) Breach of the Vienna Convention on the Law of Treaties — the agreement was concluded under conditions that included duress, misrepresentation, and fundamental procedural failures; and (3) The 20-Point Agreement was incorporated as a fundamental condition of Sabah's participation, and its systematic breach by the federal government nullifies the entire arrangement.

Legal Consequences

If the MA63 is void ab initio, North Borneo's status reverts to that immediately before its purported incorporation into Malaysia — a non-self-governing territory under international law, with all rights to self-determination that flow from that status intact. This forms the cornerstone of the RSNB-GIE's legal strategy.

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