IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2024] SGHC 207

Originating Claim No 241 of 2023

Between

Mak-Levrion Kah Kay
Natasha @ Mai Jiaqi Natasha

… *Claimant*

And

R Shiamala

… *Defendant*

JUDGMENT

[Credit and Security — Money and moneylenders — Loans of money]
[Civil Procedure — Pleadings — Amendment]

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v
R Shiamala

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15 August 2024 Judgment reserved.

Mohamed Faizal JC:

Introduction

1 The claimant, Ms Mak-Levrion Kah Kay Natasha @ Mai Jiaqi Natasha ("the Claimant"), filed this suit against the defendant, Ms R Shiamala ("the Defendant"), seeking a return of $525,200. This sum arises from an acknowledgment of debt signed by the Defendant ("the Acknowledgment"), purportedly pursuant to various interest-free loans provided by the Claimant to the Defendant between 2016 and 2019. The Defendant contends that she took much less money than is being sought by the Claimant, disputes receiving some of the purported funds, and says that in any event, the moneys furnished to her were not loans but an infusion of funds as an investment by the Claimant in the Defendant's business (with either dividends or interest being paid on this).

Background

2 The Claimant is an entrepreneur and a director and shareholder of a Singapore-registered company which provides consultancy and other services. The Defendant was previously a director and sole shareholder of a Singapore registered company, Imeta Edu Services Pte Ltd ("Imeta"), though it appears that this company had been struck off sometime in 2021. The parties first became acquainted with each other in 2016, after the Claimant's company was hired by the Defendant's company for some services pre-dating the transfer of moneys. For present purposes, it is not in dispute that the material events surrounding the transfer of moneys that form the substratum of the present suit largely took place between early 2016 and 2019. The parties, however, adopt very different stances on the quantum of moneys transferred and what the moneys were for.

The Claimant's version of events

3 The Claimant avers that the parties became friends sometime in early 2016. According to her, sometime in mid-February 2016, as the Claimant was leaving the office after working on a project with Imeta, she saw the Defendant sitting alone, seemingly sad and distressed.[1] The pair stopped for a chat. The Defendant then poured out her woes to the Claimant: she alleged that her husband had forged her signature in order to withdraw all of the moneys from Imeta's company account and that she had, among other things, been physically, mentally and emotionally abused by her husband over the years and that he had cheated on her repeatedly.[2] Concerned about the Defendant's well-being, the

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1 Mak-Levrion Kah Kay Natasha @ Mai Jiaqi Natasha's Affidavit of Evidence in Chief ("Claimant's AEIC") at para 39.

2 Claimant's AEIC at paras 39–40.

Claimant kept in touch with the Defendant, with the former repeatedly pouring out her woes to the latter. Initially, their conversations did not revolve around money; the parties largely discussed issues relating to the Defendant's personal life.[3]

4 However, this changed on 14 March 2016, when the Defendant called the Claimant in a panic and said she needed some money to tide over some cash flow problems involving Imeta, essentially in the form of a bridging loan. As a result, the Claimant made the first of many loans to the Defendant, with this first instalment being a $15,000 interest-free loan.[4] Based on the Claimant's evidence, there were at least 43 loans made to the Defendant, the broad particulars of which are as follows:[5]

S/No	Date	Quantum ($)	Mode of transfer
1	14 March 2016	15,000	Cash cheque No. 000233
2	18 March 2016	9,800	Cashier's order
3	18 March 2016	50,000	Cash
4	25 April 2016	17,000	Cash cheque No. 000237
5	19 May 2016	25,000	Cash
6	27 May 2016	25,000	Cash

3 Claimant's AEIC at paras 42–45.

4 Claimant's AEIC at paras 47–50.

5 Claimant's AEIC at para 15.

S/No	Date	Quantum ($)	Mode of transfer
7	3 June 2016	18,000	Cash cheque No. 0000240
8	9 June 2016	15,000	Cash cheque No. 0000242
9	10 June 2016	5,000	Cash cheque No. 0000243
10	16 June 2016	5,0000	Cash cheque No. 0000244
11	29 June 2016	10,000	Cash cheque No. 0000245
12	5 July 2016	25,000	Cash cheque No. 0000247
13	8 August 2016	7,000	Cash cheque No. 0000249
14	24 September 2016	8,000	Cash cheque No. 0000250
15	26 September 2016	15,000	Cash cheque No. 0602627
16	3 October 2016	4,000	Cash
17	10 October 2016	22,000	Cash cheque No. 0602629
18	1 December 2016	12,000	Cash
19	2 December 2016	5,000	Cash
20	5 January 2017	2,000	Direct transfer to the Defendant's bank account No. XXX-XXX66-2
21	5 January 2017	18,000	Cash

S/No	Date	Quantum ($)	Mode of transfer
22	20 January 2017	35,000	Cash cheque No. 0602633
23	15 May 2017	20,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
24	15 July 2017	5,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
25	27 August 2017	2,500	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
26	18 September 2017	15,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
27	19 September 2017	6,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
28	25 September 2017	1,000	Cash
29	25 September 2017	2,500	Direct transfer to the Defendant's bank account No. XXXXX654
30	28 September 2017	1,000	Cash
31	14 October 2017	6,300	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
32	17 October 2017	2,500	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
33	20 October 2017	6,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
34	27 October 2017	8,500	Direct transfer to the Defendant's bank account No. XXX-XXX50-1

S/No	Date	Quantum ($)	Mode of transfer
35	4 November 2017	5,000	Cash cheque No. 0602648
36	12 November 2017	13,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
37	16 January 2018	4,600	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
38	14 February 2018	1,500	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
39	30 April 2018	16,000	Cash
40	4 March 2019	9,700	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
41	4 March 2019	3,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
42	22 May 2019	5,800	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
43	23 May 2019	5,000	Direct transfer to the Defendant's bank account No. XXX-XXX50-1
	Total	487,700	

5 The Claimant tied these specific loans to various documents that were tendered to the court, including chequebook stubs, her bank account statements showing an outflow of such moneys directly to the Defendant's account, and various WhatsApp exchanges between herself and the Defendant. Purely to illustrate the textured account of the supporting evidence for each of these loans, I highlight the evidence that was put forth for five such sequential entries, namely s/n 37 (a loan of $4,600), s/n 38 (a loan of $1,500), s/n 39 (a loan of

$16,000), s/n 40 (a loan of $9,700) and s/n 41 (a loan of $3,000). I stress that these observations are not exhaustive and intended to do no more than to provide a distinct flavour of the nature and breadth of the evidence that backed each of these claims (as well as to provide a sense of just how varied the nature of the supporting evidence surrounding each of these transactions were):

S/No	Date	Quantum	Evidence in support of the contention
37	16 January 2018	$4,600	(1) A DBS Account Summary that showed a transfer of $4,600 from the Claimant to the Defendant's bank account on 16 January 2018.[6] (2) WhatsApp conversations in which the Defendant asked for money, provided her bank account number, and which culminated in the Claimant saying "Done".[7]
38	14 February 2018	$1,500	(1) A DBS Account Summary that showed a transfer of $1,500 from the Claimant to the Defendant's bank account on 14 February 2018.[8] (2) WhatsApp conversations in which the Defendant kept asking for money repeatedly, in which the Claimant expressed scepticism as to whether the need for money was real, and

6 Agreed Bundle of Documents ("ABOD") Volume 1 at p 118.

7 Claimant's AEIC, Item 44 at pp 374–378.

8 ABOD Volume 1 at p 122.

S/No	Date	Quantum	Evidence in support of the contention
			which culminated on 14 February 2018 with the Claimant eventually giving in and saying that she was in receipt of funds from a project and was willing to pass the Defendant money, suggesting "So 1.5K?".[9]
39	30 April 2018	$16,000	(1) A DBS Account Summary that showed a cash withdrawal of $16,000.[10]
40	4 March 2019	$9,700	(1) A DBS Account Summary that showed the two transfers from the Claimant to the Defendant's bank account on 4 March 2019.[11] (2) Whatsapp messages in which the Defendant asked for a transfer for "borrowing to pay salary pls" and for which the Claimant wrote back to say that "I have given a friendly loan of $12,700 to you to help you tide over for payment of salary to your staff".[12]
41	4 March 2019	$3,000	

6 As seen from the table, the nature and volume of evidence that serves to

9 Claimant's AEIC, Item 48 at pp 414–428.

10 Claimant's AEIC, Item 51 at p 445.

11 ABOD Volume 1 at p 131.

12 Claimant's AEIC, Item 59 at pp 519–520.

substantiate each specific transaction varies somewhat. In some cases, there is a wealth of evidence proving the same – for example, s/n 40 and 41 involve messages in which the parties appear to have agreed to a loan of $12,700, and is further corroborated by verifiable bank transfers; in others, such as s/n 39 (and a few other entries), the only evidence in support of such a loan being extended is the say-so of the Claimant, coupled with a record of a cash withdrawal of the amount on the date the Claimant asserts the withdrawal was done to pass such funds to the Defendant. In the final analysis, the absence of more concrete evidence for some of these transactions does not vary the outcome of this case, for reasons I will elaborate upon later.

7 The Claimant contends that the loans set out in the table at [4] above is not a complete picture of the myriad of loans given to the Defendant and that the actual composite amount that was loaned to the Defendant is, in fact, higher. The loans listed in the table above are only the loans the Claimant could say for certain must have happened by way of verification through reference to independent bank records, "IOUs", notations on her check book and other sources,[13] and therefore, the only ones she was able to independently corroborate. Given the friendship between the parties, there would have been some loans that were disbursed over time without the Claimant making a note of it and without any available documentary trail.

8 Many of the loans were further corroborated by "IOUs" purportedly signed by the Defendant, with explicit acknowledgment that these were loans extended to the Defendant from the Claimant. To state just one example of this, various loans were corroborated by an IOU that the Defendant purportedly penned and signed on 19 January 2017, in which she acknowledged all of the

13 Claimant's AEIC at para 16.

loans in s/n 1 to s/n 20 of the table set out at [4] above, save s/n 2 and s/n 17 in the following terms:[14]

> I [Defendant's name and NRIC number], hereby certify that [Claimant's name and NRIC number] has extended a friendly loan to me. I [Defendant's name and NRIC number] commit to return this amount within a year. If I default on payment, this document carries [*sic*] in a court of law and legal action can and will be taken against me."

9 That said, I should highlight that the Defendant rejected the idea that she signed some of these IOUs – her evidence was that she signed some of these IOUs but not the others. Before me, counsel for the Defendant indicated that the Defendant's position on the seven sets of IOUs presented to me (excluding the Acknowledgment for now) were as follows:[15]

S/No	Date	Defendant's position on this IOU
1	18 March 2016 and 25 April 2016 (these were written on the same piece of paper)[16]	She signed this document
2	19 May 2016[17]	She signed this document
3	5 July 2016[18]	She did not sign this document
4	15 October 2016[19]	She signed this document

14 Claimant's AEIC at pp 216–217.

15 Certified Transcript dated 4 June 2024 at pp 73–75.

16 ABOD Volume 1 at p 14.

17 ABOD Volume 1 at p 15.

18 Claimant's AEIC at pp 147–148.

19 Claimant's AEIC at p 160.

S/No	Date	Defendant's position on this IOU
5	19 January 2017[20]	She did not sign this document
6	30 June 2017[21]	She did not sign this document
7	19 October 2019[22]	No position was taken (as counsel was not specifically asked about the Defendant's position on this document)

I rejected the Defendant's account of some of the IOUs being manufactured for reasons that I will similarly explain in due course.

10 According to the Claimant, as the loans started to snowball to elevated amounts, they were causing an increasing strain in her daily life as she herself was dealing with relatively tight finances. It also introduced significant stress in her relationships with her loved ones. As a result of these loans, for example, she had to apparently shelf plans to live off her savings with a view to taking care of her two young daughters (at the time). Instead, she was forced to take on various part-time jobs. She also had to conceal the loans from her husband initially and resorted to borrowing money from her father.[23] It also caused considerable strain to her relationship with her husband when he eventually found out about the loans.

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20 ABOD Volume 1 at pp 16–18.

21 ABOD Volume 1 at p 19.

22 ABOD Volume 1 at p 20.

23 Claimant's AEIC at paras 103–110.

11 Over the few years after the loans were proffered, the Defendant came up with many excuses pertaining to her inability to repay the loans. From the Claimant's perspective, these excuses straddled from the plausible – for example, her divorce proceedings being held up – to the seemingly absurd: *eg*, that four of the Defendant's brothers had passed away, one of her nephews had also passed away and one of her nieces was permanently paralysed, with each of these apparent calamities serving as a discrete excuse for why the Defendant needed to defer repaying the loans.[24]

12 The Defendant also made various representations that sought to convey the distinct impression to the Claimant that she had every intention of repaying the loans in full. As I noted earlier, in the course of their interactions, the Defendant provided various IOUs to the Claimant, in which many of the transactions set out at [4] above were expressly acknowledged and in which the transfers of cash were characterised as, among other things, "company loan", "friendly loan",[25] "a loan",[26] and "all this loan [*sic*]".[27] The Defendant had also apparently provided numerous post-dated cheques (that could, in theory, be cashed in by the Claimant in future) to underscore her apparent commitment to repay the Claimant by a specific timeframe. However, these cheques were invariably not cashed in as the Defendant would inform the Claimant that there were cash flow issues rendering the cheques entirely worthless and bound to bounce if cashed in.[28] It is unnecessary to dwell on the issue of the cheques further, save to point out that it is not in dispute that *none* of the Defendant's

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24 Claimant's AEIC at para 336.

25 Claimant's AEIC, Item 26 at p 249.

26 Claimant's AEIC, Item 8 at p 139.

27 Claimant's AEIC, Item 10 at p 147.

28 Claimant's AEIC at paras 229–234.

cheques addressed to the Claimant were successfully cashed in.

13 At some point, the Claimant concluded that the Defendant was abusing their friendship, apparently losing faith that the Defendant had any intention to repay any of the loans. She was also extremely concerned and anxious about the outstanding loans, and decided she wanted to concretise the outstanding loans in written form. She therefore decided to have the Defendant sign the Acknowledgment as a written record of the loans she had owed till then.[29] The parties then proceeded to sign the Acknowledgment on 24 June 2021. The body of the Acknowledgment reads as follows:[30]

> I, [Defendant's name and NRIC number] (the 'Debtor'), hereby confirm and acknowledge to [Claimant's name and NRIC number] (the 'Creditor') that I as the Debtor am indebted to you the Creditor the sum of SGD$525,200.00 (Singapore Dollars Five-hundred and twenty-five and two hundred dollars, 0 cents Only), ("Outstanding Sum") which sum comprises of several interest-free friendly loans made by the Creditor to me, the Debtor in 2015 to 2019 that I have acknowledged as due and owing by me to the Creditor on several occassions [*sic*] and I as the Debtor irrevocably acknowledge and confirm that the Outstanding Sum is due and owing from me, the Debtor to the Creditor and is currently owing, due and payable without demand to the Creditor. I, as the Debtor further acknowledge that I have been given adequate opportunity to seek independent legal advice on my rights prior to signing this acknowledgement of debt and execute it freely, voluntarily and without any pressure whatsoever. I, as the Debtor fully understand the nature and consequences of this acknowledgement of debt and understand, read and write English and confirm that my personal particulars and contact details herein are true and correct. This document is governed by the laws of Singapore.

14 Apart from the Claimant and the Defendant, two individuals, namely Chao Yi Shang Melvin and one Porticos Peter James Marie Lascano, also signed

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29 Claimant's AEIC at para 356.

30 Claimant's AEIC, Item 2 at p 117.

off on the Acknowledgment, ostensibly as "witnesses" who were present during the signing of the Acknowledgement. According to the Claimant, she procured the services of these two individuals to accompany her to serve as witnesses. Before they served as witnesses, they were informed that the Defendant had borrowed a large sum of money from the Claimant over a period of time, and that she would be signing an "IOU" to acknowledge such debt. I pause here to note that their presence added very little to the discussion (at least from an evidential standpoint). This is because it is not disputed that they kept their distance from the Claimant and Defendant as the latter two individuals discussed the matter and were only involved in the process (of being witnesses) after such discussions, when the Acknowledgment was signed.

15 Subsequently, pursuant to the Acknowledgment, the Claimant hired her present set of solicitors to pursue the debts in question. The Defendant nonetheless did not make any payment at the time. The Claimant contends that in light of those circumstances, she decided to file this action on 21 April 2023.

The subsequent court proceedings and the Defendant's version of events

16 The Defendant initially conceded to taking loans from the Claimant and to being financially indebted to the Claimant. Indeed, in the original defence that she had filed on 12 May 2023, the Defendant claimed that "I don't know why [the Claimant] kept giving me money and never ask [*sic*] me anything about it" and she was willing to repay the debt but that "all I want is [for her] to show me the exact amount she gave and also I want a record of how much I have paid".[31] She asserted that she was not able to provide any evidence of how much money she was given by the Claimant, as "I don't have the proof of how

[31] Defence (Merits) dated 12 May 2023 ("Initial Defence") at paras 9 and 21.

much she have given me [*sic*]",[32] because the Claimant "is keeping the record".[33] Thus, the Defendant appeared to initially accept that she had borrowed the money, but was unclear about the precise sum she owed and requested clarity on this before repaying the sums in question, with this lack of clarity arising from her failure to keep any meaningful record of the sums that had been transferred to her.

17 On that premise, the Claimant applied for summary judgment against the Defendant. In the proceedings before the Assistant Registrar, the Defendant appeared to again concede explicitly that she had loaned the moneys from the Claimant. In particular, the Defendant noted at the summary judgment proceedings that "I had never shied away from what she has given me … I genuinely want to stick to a repayment plan. I can give the full thing to them".[34] She further confirmed during the proceedings that she signed the IOUs that the Claimant was seeking to rely upon, and that her sole complaint was the fact that the sum listed in the Acknowledgment appeared higher than what she believed she had in fact borrowed, and thus, owed. Even after the Assistant Registrar gave summary judgment in favour of the Claimant, the Defendant, in contesting such a conclusion, responded by again conceding that she owed the Claimant money but that the amount owed "still stands at $400,000".[35]

18 It was in that context that the Defendant appealed against the decision of the Assistant Registrar to grant summary judgment for the Claimant. In *Mak-Levrion Kah Kay Natasha (alias Mai Jiaqi Natasha) v R Shiamala* [2023]

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32 Initial Defence at para 21.

33 Initial Defence at para 21.

34 Certified Transcript dated 11 September 2023 at p 2, lines 15–24.

35 Certified Transcript dated 11 September 2023 at p 10, lines 11–18.

SGHC 335 ("the Summary Judgment Appeal"), Justice Goh Yihan allowed the appeal, quashing the summary judgment as he found that the Applicant failed to establish a *prima facie* case in relation to the quantum of debt: Summary Judgment Appeal at [37]. It is important to note that Goh J's decision to vacate the summary judgment was not based on any reservation about the *existence* of a debt owing by the Defendant to the Claimant, but about the precise quantum arising therefrom. There was, before Goh J, no apparent dispute about the fact that moneys were owed. As Goh J noted in Summary Judgment Appeal at [43], "the defendant has acknowledged that she owes the claimant money. The question is how much." In those circumstances, Goh J thought it prudent to allow leave to defend as the Claimant had not, at that juncture, properly particularised what those loan agreements were, and did not, at the time, make the necessary cross-references to the evidence supporting such claim in the way the tables set out at [4] and [5] above, for example, might have done.

19 As a result of that decision, the Claimant understandably applied to amend her Statement of Claim, and in particular to provide more particulars in support of such claim, in order to address the inadequacies identified by Goh J in the Summary Judgment Appeal. The Claimant thus filed an application to amend her pleadings on 19 December 2023, in which she provided significantly more detailed particulars of the moneys owed, and in particular, specifying in some detail the evidence in support of each particular instalment of loan furnished and on how the eventual quantum ran up to hundreds of thousands of dollars. An illustration of the level of detail that was provided in support of each discrete loan that the Claimant could specifically particularise can be found in the table at [5] above. On 23 January 2024, AR Li Yuen Ting ("AR Li") heard the application and allowed it and also granted leave for the Defendant to make "consequential amendments" as a result of such particularisation. AR Li also directed that the Claimant was at liberty to apply to strike out any amendments

made by the Defendant that were not consequential in nature.

20 Instead of making consequential amendments, the Defendant effected an about-turn by filing an amended defence on 2 February 2024, followed by an affidavit on 19 March 2024 ("the 19 March Affidavit") which substantially amended the entire core of her Defence. For the first time, the Defendant contended that the moneys passed by the Claimant had been "an investment in her business".[36] The Defendant asserted that the Claimant was interested in being involved with her in a new venture and that there were discussions between them about what form of investment it would be. According to the Defendant, the Claimant had proposed a "profit-sharing arrangement" initially but the Defendant had counter-proposed that the Claimant receive 5% "dividends".[37] The Defendant contended that the phraseology used in the documents that spoke of "5% interest" (*eg*, as featured in some of the IOUs) was loose language that was intended to be a reference to dividends,[38] with the incorrect language the result of neither party being legally-trained. The Defendant further contended that all of the purported loans that were disbursed by cash (as alleged by the Claimant) were not received by her. Somewhat curiously, even for the sums that were categorically proven to have been transferred to her account by way of objective bank statements, the Defendant, in the 19 March Affidavit, took the view that the bank statements did not constitute proof of such transfers, and that she "cannot recall receiving these sums from the Claimant".[39] Pursuant to this, in her amended Defence, the Defendant put the Claimant to *strict proof* in respect of the transactions listed at

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36 Defence (Merits) Amendment No 1 dated 2 February 2024 at para 16.

37 R Shiamala's affidavit dated 19 March 2024 at para 25.

38 R Shiamala's affidavit dated 19 March 2024 at para 25.

39 R Shiamala's affidavit dated 19 March 2024 at para 35.

[4] above. In sum, the Defendant's stance shifted from there being undisputed loans to one suggesting the existence of a commercial arrangement between the parties, and that, in any event, she had no memory of a fair amount of the money even being given to her. As should be evident from the discussion above, this revised narrative only emerged almost a year after the commencement of proceedings and after the Defendant had, on many occasions, admitted broadly that she did owe the Claimant a significant sum of money as a result of loans that she took from the Claimant.

21 On 2 May 2024, the Claimant filed HC/SUM 1202/2024, seeking to strike out the amendments made by the Defendant as described in the preceding paragraph, as it was clear that the amendments made were substantive (and not merely consequential amendments) and sought to introduce an entirely new defence that had never been previously canvassed. In response, the Defendant contended that she had only varied her account as she was not represented by counsel earlier. On 20 May 2024, I heard HC/SUM 1202/2024 and dismissed it. In doing so, I made it clear to the parties that the amendment to the pleadings were belated, and it was clear the Defendant was attempting to change tack at the last minute, but that this was ultimately an amendment that could be compensated by way of costs.

22 I should point out at this juncture that I had little sympathy for the Defendant's contention that she did not advance her new factual narrative at first instance (as set out at [20] above) as she was previously unrepresented. Clearly, one's factual account should not vary significantly just because one is unrepresented. I might have been more persuaded by the Defendant's prior lack of representation if she had been seeking to raise a new legal defence (*eg*, as she had done with her newly raised defences as set out at [53]–[58] below) or previously undisclosed facts that may support a legal defence. After all, a

layperson may understandably be considerably less well-versed in the legal implications of a given set of facts than a legal practitioner might. Engaging a lawyer, however, does not generally change the facts; it merely changes the lenses through which such facts are to be examined. It is therefore clear to me that the Defendant's drastic change of her factual narrative in the 19 March Affidavit was primarily motivated by her realisation, just before trial, that the previous account was inconvenient for her, and that it would be necessary to conjure up an entirely false narrative that pinned blame on the Claimant in order to avoid any responsibility for the mounting debts that she had accrued. In any event, if the point the Defendant is making (by claiming that she did not raise these issues previously because she was legally unrepresented) is that she should be allowed to advance a false narrative just because it became clear to her, after getting legal advice, that the truth would not assist her case, I would have no hesitation in rejecting this point outright.

At trial

23 At trial, the Claimant gave evidence that was broadly in line with the version of events that I had set out above. In relation to the events on 24 June 2021 that led to the signing of the Acknowledgment, the Claimant's position was that the matter of the quantum to be set out in the Acknowledgment as the debt owed was discussed and agreed upon by the two parties, though she was unable to recall the specifics of this and in particular, how the sum of $525,500 as set out in the Acknowledgment, was arrived at. As part of her case, she tendered into evidence three volumes of documents encompassing about 800 pages of WhatsApp messages, cheques, cheque stubs, IOUs purportedly signed by the parties, as well as bank documents showing the transfer of funds that, in her testimony, evidences the loans she alluded to.

24 Two other witnesses were also called on her behalf, namely the Claimant's husband, Fabien Levrion ("the Claimant's husband"), and Chao Yi Shiang Melvin ("the Witness"), the latter of course being one of the two parties who had witnessed the signing of the Acknowledgment. The Claimant's husband's evidence largely consisted of the background knowledge of how he found out that the Claimant had been lending large sums of moneys to the Defendant, the stress that this placed upon him and their marriage, as well as the couple of interactions he had with the Defendant over the years,[40] the specifics of which I will discuss later. The Witness, on the other hand, testified to the circumstances of the signing of the Acknowledgement.[41] He testified that although he was not privy to the specifics of the conversation between the Claimant and the Defendant as he only interacted with both of them when the Acknowledgment was to be signed, the meeting seemed cordial and the atmosphere was a relatively friendly one in which the two individuals appeared to be chatting and laughing with each other.[42]

25 On the stand, the Defendant testified to a version of events that, curiously, departed in significant respects from the version alluded to in the 19 March Affidavit. In essence, her version on the stand was that she was given a blend of personal loans and company investments cum loans, but that there were no dividends at all as part of this investment schema since the Claimant had explicitly asked her for interest and not dividends.[43] The amounts loaned seemed to be revised again, this time with the Defendant claiming that she received

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40 Fabien Levrion's Affidavit of Evidence in Chief; Certified Transcript dated 4 June 2024 at pp 126–128.

41 Chao Yi Shiang Melvin's Affidavit of Evidence in Chief (Melvin's AEIC").

42 Melvin's AEIC at para 7; Certified Transcript dated 5 June 2024 at p 5, lines 19–24; p 6, lines 14–18.

43 Certified Transcript dated 5 June 2024 at p 32, lines 8 – 26.

about $10,000 in personal loans and between $150,000 to $180,000 in company investments cum loans.[44] It is not clear how she derived these figures (and there was no explanation on how these figures ended up being vastly different from the figures she had previously suggested), since the Defendant contends that she never kept track of the moneys being given to her, and thus would have not known about how much money she precisely owed to the Claimant.[45]

26 The Defendant did not provide any specifics of the precise commercial arrangements that the parties had with regards to the company investment cum loans. Indeed, she claimed that "there were no business terms",[46] and that the commercial arrangement between the parties was that whenever she made money, she would return the moneys with interest. She did not explain how such an amorphous arrangement *inter partes* was to be actualised, save for an extremely vague suggestion that what the Claimant wanted was that "whenever you make some money, you return me. Whenever you make anything, you return".[47] On the stand, the Defendant also contended for the first time that some of the post-dated cheques she issued to the Claimant were issued from her personal account pursuant to the latter's request, seemingly as a move that would allow the Claimant to *avoid paying tax* on these payments.[48] However, the Defendant failed to explain the significance of transacting using her personal account, or how such a modality (of using cheques from her personal account, as opposed to her business account) would have an impact on the Claimant's tax obligations. Interestingly, during her cross-examination, the Defendant also

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44 Certified Transcript dated 5 June 2024 at p 20, line 10.

45 Certified Transcript dated 5 June 2024 at p 20, lines 26–32.

46 Certified Transcript dated 5 June 2024 at p 34, line 19.

47 Certified Transcript dated 5 June 2024 at p 34, lines 19–20.

48 Certified Transcript dated 5 June 2024 at p 41, lines 1–3.

disavowed *her own* articulated position (as set out by counsel) on whether she signed certain IOUs. In particular, she belatedly claimed that two IOUs, one dated 15 October 2016,[49] and the other 25 April 2016,[50] were fabricated. She did not explain why she suddenly departed from her counsel's express position, just one day earlier, that the Defendant did in fact sign these specific IOUs. At various times during her cross-examination, she also contended that the WhatsApp messages (adduced entirely by the Claimant) were either incomplete or painted a picture inconsistent with her account,[51] as the parts which supported her account were made in telephone conversations that were not captured in the messages between the parties.[52] Significantly, the Defendant did not, at any time, attempt to adduce in evidence a single WhatsApp message, document or any other piece of evidence in support of any part of her case.

My findings on liability

27 It should be obvious from what I have indicated above that this case turns almost exclusively on the credibility of the two *dramatis personae* in this case, *ie*, the Claimant and the Defendant. With that, having considered the evidence adduced before me and the parties' respective testimonies, I have little hesitation in accepting the Claimant's version of events in its entirety. In preferring the Claimant's version over that of the Defendant's, I make the following six observations.

28 First, I find the Claimant to be entirely forthcoming in her evidence of

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49 Certified Transcript dated 5 June 2024 at p 42, lines 1–30.

50 Certified Transcript dated 5 June 2024 at pp 30–32.

51 See example in Certified Transcript dated 5 June 2024 at p 85, lines 23 – 26.

52 See examples in Certified Transcript dated 5 June 2024 at p 50, lines 10 – 17; p 100, lines 16 – 19.

what transpired, both in her affidavit and in her oral testimony. Her account of being a friend who was persuaded into extending loan after loan on the back of repeated hollow promises that these would be repaid at some point of time was coherent and logical. After hearing her testimony in person, my view is that she was an overly trusting individual who had elected to assist a friend who she felt was in need of monetary (and moral) support, a friend who unfortunately took advantage of such kindness. In the glow of a friendship's trust, it was quite understandable for the Claimant to continue with the imprudent option of extending multiple loans on the back of the perceived strength of their friendship bonds and the promise of repayment. On hindsight, such a decision was in no way financially sensible, but decisions forged based on the bonds of friendship are not always so.

29 Second, and just as importantly, the Claimant's account is largely consistent with the documentary evidence she had proffered in support of her claim. It is worth noting that almost the entire corpus of documentary evidence adduced, including the numerous IOUs, the bank statements, and the WhatsApp messages, squarely supports the Claimant's position that the moneys extended were in the form of loans to the Defendant, and numerous pieces of evidence specifically supported the allegation that a fair number of the loans as set out at [4] above were indeed extended to the Defendant. I note in particular that the Defendant had, in numerous documentary pieces of evidence (not least the many WhatsApp messages) put before me by the Claimant, made constant and explicit allusions to needing to borrow money from the Claimant on an urgent basis. At the same time, not a single WhatsApp message, amongst the hundreds adduced before me, spoke of a commercial investment between the parties, as suggested by the Defendant.

30 In this connection, I find the IOUs provided by the Claimant to be

credible. The Defendant's contention that she did not sign a number of the IOUs does not make much sense on the facts. It would have made no sense for the Claimant to have falsely manufactured the IOUs – it would have been downright dangerous, not to mention, unnecessary, for her to have manufactured such evidence since the weight of the documentary evidence directly supports her claim. Furthermore, and more importantly, the Defendant herself had previously referred to the IOUs as evidence of the debt, which suggests that she accepts their legitimacy. As an example, during the course of the proceedings for summary judgment, the Defendant, while contesting the quantum of debt being asserted, said that "previously, the IOUs I signed did not say $500,000. I also have IOUs with interest".[53] This assertion squarely suggests that *the Defendant accepted that she had signed the IOUs* (and I would note, for completeness, the Defendant is correct that the previous IOUs did not amount to a total sum of $500,000). Further, the argument that she signed some of the IOUs but did not sign others also does not accord to logic or common sense – if the Claimant had the ability to get the Defendant to sign IOUs generally, whatever the circumstances surrounding their signing, then why should she feel the need to create (and enter into evidence) *some other* fictitious IOUs to muddy the evidential waters? In a similar vein, why would the Claimant take the trouble to create some of the fictitious IOUs that, in any event, would have the effect of merely replicating the acknowledgment of debts that were already conceded to in other IOUs that the Claimant did sign? In coming to this conclusion, I give weight to the fact that the Defendant's claim that some of the IOUs had been forged was so untenable that she was not even able to maintain a consistent account of which IOUs were fictitious. As the starkest example of this, she testified on the stand that the IOUs dated 15 October 2016 and 25 April 2016

53 Certified Transcript dated 11 September 2023 at p 6; Claimant's AEIC at p 805.

were fabricated, despite having given her counsel instructions (that were conveyed to the court just a day prior) that those particular IOUs were genuine and that she had signed them.

31 In any event, the Defendant's argument on not signing some IOUs appears absurd when one studies the documents in question closely. Under s 75 of the Evidence Act, I am empowered to compare signatures on a disputed document (see the comments of the Court of Appeal in *CIMB Bank Bhd v World Fuel Services (Singapore) Pte Ltd and another appeal* [2021] 1 SLR 1217 at [68]). Pursuant to that power, I studied the documents in question and in my view, the signatures on the disputed documents (where such signatures were put on such documents) broadly cohere with the signatures on the IOUs the Defendant agreed she did sign, and with her signatures as found in some other documents. It is clear, for example, that the IOU dated 19 January 2017 (that the Defendant contends she did not sign) bears a signature that is consistent with the Defendant's signature as appended to other documents. For good order, at the conclusion of trial, I had directed for the actual physical IOUs which had their provenance disputed to be inspected by me (as well as shown to all parties). Having inspected those IOUs, I do not see anything on the said IOUs that could reasonably lead me to believe that they may have been doctored or tampered with. I should stress that even if I had not conducted the inspection, the evidence seen in the round was such that I would have been satisfied that the Claimant would have discharged the burden of proof of proving that the IOUs were indeed signed by the Defendant.

32 Third, the fact that the Claimant could not support some of the loans with corroborative evidence (for example, in the form of WhatsApp messages or clear bank transfers from one party to the other) *other than* providing evidence of the withdrawal of such moneys from her account does not detract

from the credibility of her claims. As I had observed earlier, it would be unfair to expect friends to comprehensively catalogue every single "friendly loan" as if they were laying the groundwork for a lawsuit by creating a paper trail to litigate these issues. Further, these loans, which were supported only by withdrawal entries in the Claimant's bank account statement and no other corroborative evidence, constituted a relatively small minority of the overall debt (by my calculations, it constituted approximately $30,300, or slightly over 6%, of the overall debt). In my view, the fact that the Claimant is suggesting that such loans only form a very small part of her overall claim lends a veneer of credibility to her account. It would have been extremely unlikely that the Claimant would have attempted to inflate her claims by way of reference to these transactions given that they only increase the overall quantum of the debt by a relatively small sum. The fact that only *most* of the transactions, as opposed to *all* of the transactions, are corroborated by independent evidence adduced by the Claimant should be juxtaposed with the fact that, in stark contrast, as noted earlier, the Defendant *did not offer a single document to support her account* (*ie*, the entirety of her account was uncorroborated).

33 Fourth, the Acknowledgment itself serves as a very clear indicator that the Defendant owed large sums of money to the Claimant in the form of loans. In my judgment, it is clear that the Acknowledgment was validly procured in the manner asserted by the Claimant. In particular, I reject the assertion by the Defendant that there was undue pressure or fraud in any way in signing the Acknowledgment. The Defendant claims that the Claimant essentially asked her to sign for a false inflated quantum because the latter was having domestic issues with her husband. According to the Defendant, the singular purpose of this document was to pacify the Claimant's husband. With respect, this argument is internally incoherent and, to my mind, is a non-starter in light of the following considerations:

(a) The entirety of the Acknowledgment, and the circumstances in which it was signed, makes plain that it was intended to be an explicit unambiguous record of a debt, as opposed to an internal document designed to pacify a third party. As apparent from the body of the Acknowledgment (see [13] above), it had been crafted in a way that would allow one party to assert, without any semblance of a doubt, an amount due immediately and owing to them from the other party.

(b) Immediately after the signing of the Acknowledgement, the parties engaged in a WhatsApp conversation in which the Claimant told the Defendant that she would require a copy of the latter's identity card as she assumed this was "what the lawyer need[ed]".[54] If the Defendant's account of events is to be believed, one wonders why her immediate response to such a request was not to question why lawyers were being involved at all, since it would have been the parties' joint understanding that the document would not see the light of day save to be shown to the Claimant's husband as a form of appeasement. The WhatsApp conversation therefore leaves me with little doubt that the Defendant knew full well that she was meeting the Claimant that day to sign the IOU.

(c) The Acknowledgment was further crafted in a manner that appears to downplay selected aspects of the Claimant's claim, *eg*, stipulating that the loans were interest-free, as opposed to encompassing a 5% interest rate, as some of the other documents did (see [20] above). If indeed the signing of the Acknowledgement was part of the Claimant's grand design to sabotage the Defendant into paying an

54 See ABOD Volume 3 at pp 31–35.

> inflated debt she did not owe, there would have been no meaningful way to explain why the Claimant would willingly jettison the interest rate of 5% that featured in some of the other documents. The simple answer is that the document speaks of the loan being interest-free as the situation was exactly as the Claimant asserts, namely that she just wanted a fresh record of the debt given her concerns over the ever-ballooning debts. She never had any desire to profit from, or get any "interest" from, the loans she extended to the Defendant, but to merely get back what was rightfully hers.

34 It is therefore clear to me that the Acknowledgment was validly procured in the circumstances described by the Claimant. That said, I caution that the quantum specifically listed in the Acknowledgement may not be all that accurate (a point I will return to later). Nonetheless, that does not change the reality that the debt arose from a loan, and that such loans snowballed into a quantum in the region of hundreds of thousands of dollars. I would add for good measure that although the Acknowledgement erroneously referred to loans made "in 2015 to 2019", which seemingly contradicts the fact that the parties met in early 2016 (a point Goh J perceptively noted as well in Summary Judgment Appeal at [22]), this error was, in my view, no more than a minor typographical error, and did not detract from the evidential value of the Acknowledgment. On the contrary, the fact that there were minor typographical errors in the Acknowledgment only serves to buttress the Claimant's position that the agreement between the parties was for the return of loan moneys and not the result of an unparticularised commercial arrangement between the parties, as it would have been odd for such an acknowledgment of a commercial arrangement to not have been more carefully parsed through when it was being prepared.

35 Fifth, the credibility of the Claimant's account is further strengthened by her own candid concessions about deductions that had to be made to the cumulative amount owed to her. In her evidence, the Claimant readily conceded that upon her own checks of her documentary evidence, there was a cheque she issued on 4 November 2017 to the Defendant which was not, as far as she could tell, cashed in by the latter. She readily acknowledged that it was plausible that the quantum set out in the Acknowledgment of Debt could have taken that sum into account, even if she further conceded that she had no independent way to confirm at this juncture if that were the case. The Claimant further testified in her affidavit, and in her oral testimony, that the Defendant had returned her some part of the debt. Based on her recollection, the amount would have been somewhere in the region of $17,000 to $21,000.She was able to confirm that about $17,000 had been repaid,[55] and provided specifics of how these sums were paid, but candidly admitted that in light of her own less than perfect record-keeping, it could potentially be higher, in the range of "about $21,000".[56] When I sought her clarification on this, she conceded that, as she could not specifically recall the precise sum that had been repaid, she was happy for me to accept that the debt had been repaid to the tune of $21,000.[57] In contrast, the Defendant suggested that she had returned to the Claimant around $30,000,[58] but could not provide specifics of these repayments, much less offer any documentary evidence. That the Claimant would independently support the Defendant's claims that the latter repaid certain sums, despite the fact that the latter was not able to independently adduce any evidence of this at all, further reflects the fact that there is an obvious ring of truth to the Claimant's version of events.

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55 Claimant's AEIC at paras 347–354.

56 Claimant's AEIC at para 380.

57 Certified Transcript dated 4 June 2024 at p 122–123.

58 Initial Defence at para 17.

36 Sixth, in assessing the credibility of the respective accounts, it would be impossible for me not to juxtapose the Claimant's lucid and credible account with the Defendant's incredible and entirely implausible version of events. It was, on the evidence, very clear that the Defendant's assertions that the passing of moneys from the Claimant formed part of a commercial arrangement, or investment of some sort, was a fabrication engineered by the Defendant at the last minute to conjure up a defence for the purposes of trial.

37 There were numerous inescapable markers of this. As I set out earlier (see [20] above), the Defendant first made the assertion of any such commercial arrangement *inter partes* at the eleventh hour, just a couple of months before trial. This was after the Claimant had, for many months, repeatedly admitted in court that she had taken loans or borrowed from the Claimant and the only issue she was disputing was the quantum of such debt. In contrast, there is not an iota of documentary evidence, in spite of the mountains of WhatsApp text messages adduced in this case, which evinces a commercial investment agreement of some sort between the parties. In this connection, it does not escape my attention that while the Defendant took the incredible stance of denying every single transaction listed by the Claimant at [4] above and put the Claimant to strict proof for each and every of those transactions (see [20] above), she herself failed to offer any objective evidence to support her narrative or version of events, be it bank statements, WhatsApp discussions or any other documentary evidence. The inescapable conclusion arising from all of this is that the Defendant's narrative is plainly contrived. Since the Defendant advanced a blatantly false narrative as the cornerstone of her case – a narrative categorically disproven by the documentary evidence and entirely inconsistent with the Defendant's own concessions in the earlier part of these proceedings, it is inevitable that every aspect of the Defendant's case is tainted with a lack of credibility. Much like pulling out the bottom card from a house of cards, the Defendant's entire case

falls apart once the cornerstone of her case is rejected.

38 Indeed, the Defendant's stance in the 19 March Affidavit simply could not be reconciled with her previous concessions prior to that date. To state some clear examples, her consistent concessions till that point of time was that, by her own estimate, she had owed a sum of about $400,000. In the 19 March Affidavit, this sum was massively deflated to $200,000.[59] In the same vein, the sum of $30,000 that she initially claimed to have repaid was suddenly inflated to $50,000,[60] and, most conspicuously, the defence was completely different from the one she had originally advanced. This was despite the Defendant stating that she had no documentary proof and had to rely on the Claimant's records. If so, how is it that the numbers had a fluidity that somehow always conveniently veered in the Defendant's favour? There was no other way to explain the marked and inexplicable shift in the narrative, save to conclude that the Defendant decided, late in the day, to conjure up an entirely false account of the entire situation to manufacture a false defence to the claim. It did not matter to the Defendant that her new story did not accord with any of the documentary evidence or even her prior avowed version of events. There was, I might add, a level of chutzpah evident in the 19 March Affidavit in how the Defendant took unnecessary and incendiary pot-shots at the Claimant, which included insidious assertions that the latter was lying about the existence of these loans to target the Defendant's assets,[61] and a suggestion that the Claimant was lying to cover up her losses from some "financial activity".[62] The Defendant even took issue

59 R Shiamala's affidavit dated 19 March 2024 at para 7.

60 R Shiamala's affidavit dated 19 March 2024 at para 7.

61 R Shiamala's affidavit dated 19 March 2024 at paras 27 and 78.

62 R Shiamala's affidavit dated 19 March 2024 at para 65.

with the Claimant's relatively slow steps to file this claim against her,[63] despite the WhatsApp messages *inter partes* clearly showing that the primary reason for the delay was the Claimant's commendable (if somewhat futile) desire not to have to bring the Defendant to court if she could avoid it as a result of the Claimant's sympathy for the Defendant.

39 As a further reflection of the Defendant's kitchen-sink approach, she cast aspersions on much of the documentary evidence produced by the Claimant. For instance, the Defendant baldly insinuated that she perhaps did not issue the cheques which the Claimant had not yet cashed in.[64] She asserted that, although the bank statements tendered by the Claimant unambiguously showed that moneys were sent into the Defendant's bank account, she "[could not] recall receiving these sums from the Claimant".[65] She also insinuated that the WhatsApp messages appeared damning against her perhaps because "some of them appear to be edited with the full texts not appearing".[66] Put another way, the Claimant was, by the Defendant's account, disingenuously only showing the court extracts of the WhatsApp messages to paint a false picture of the pair's conversations. Needless to say, at trial, she did not challenge the Claimant's assertion that the cheques were indeed issued by her; she admitted that she did, in fact, receive the sums that were sent to her bank account,[67] and did not suggest that the WhatsApp messages were anything but fully reflective of the parties' many conversations on point.[68] Such constant sleight of hand was symptomatic

63 R Shiamala's affidavit dated 19 March 2024 at para 64.

64 R Shiamala's affidavit dated 19 March 2024 at para 52.

65 R Shiamala's affidavit dated 19 March 2024 at para 35.

66 R Shiamala's affidavit dated 19 March 2024 at para 73.

67 Certified Transcript dated 5 June 2024 at p 76, lines 1–29.

68 Certified Transcript dated 5 June 2024 at p 48, lines 22–25.

of the Defendant's fluid defence. I therefore have little hesitation in according no weight to the assertions in the Defendant's affidavit.

40 Even if I discount the Defendant's assertions in the previous paragraph, and the fact that they are entirely at odds with the evidence, the Defendant's narrative simply does not accord with common sense. She somehow wishes for the court to believe that the Claimant was in the habit of "investing" in her company to the tune of hundreds of thousands of dollars, with 5% dividends, but with literally no other discussion or arrangement between the parties regarding the specifics of such a commercial arrangement, what the business model entailed, or what precisely the Claimant was investing in, and how it could make a profit. Even in court, she provided no details about the specifics of such a purported deal. In my view, this showed that the Defendant herself was unable to conjure up any narrative on what the business model could even conceivably be that would explain the Claimant's purported investment and how such an investment might work. The Defendant was even unable to take a clear position on whether the 5% payment constituted dividends or interest; as I noted above (see [20] and [25]); her answer to such a basic question curiously morphed depending on when she was asked the question. She even suggested that any "dividends" paid were only paid out of "goodwill",[69] an obvious contradiction in terms since if this were a commercial transaction, returns are to be given as a matter of course with profits, and not to be granted out of grace or the kindness of the Defendant's heart. Taking her evidence in the round, the Defendant wishes for this court to believe that the Claimant, for some unknown reason that even the Defendant could not articulate, held complete and blind faith in the Defendant's business such that she invested a sizeable amount even

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69 See Defence (Merits) Amendment No 2 dated 4 June 2024 at para 23. See also Claimant's Written Closing Submissions at para 11.

without being told what the business was about, how returns would be calculated, how profits were being made (if at all), or what the investment would even be used for. Such a narrative is completely unbelievable even on its own terms, and this is even before one considers its clear inconsistency with the backdrop of the WhatsApp conversations between the parties, and the surfeit of documentary evidence.

41 As an aside, I would add that it is clear from the entirety of the WhatsApp correspondences between the parties over the years (as adduced by the Claimant) that the Defendant exhibited a marked victim mentality, and it seems that she was happy to externalise all blame to others. Each time the Claimant legitimately sought to get some of her money back, including coming up with practical instalment plans, the Defendant would come up with some excuse as to why she was unable to repay. It is clear from reading these messages that she used these excuses as an armour to shield herself from accountability and to deflect blame. While I might have believed that the Defendant faced occasional setbacks in life, her successive excuses *for years on end* reflects her penchant for evasion, and an almost unyielding commitment to not face up to her obligations and responsibilities. Put differently, at some point of time, such an impressive line of successive excuses obviously ceased to be coincidental and was simply evidence of the wider web of lies spun by the Defendant to avoid repaying her debts.

42 For completeness, I note that the Claimant's account was supported by her husband's testimony that the debts affected their marriage when he first found out about the debts from the Claimant. That such significant quantum of "friendly loans" would cause significant friction in the matrimonial home, especially one where the finances were tight, is to be expected. Nonetheless, I did not give such evidence significant weight, not because his account was not

credible, but because it was founded largely upon the Claimant's rendition of events to him. As I had informed the parties during the proceedings, for that reason, his evidence could not move the evidential needle by much.

43 I should also say that it was understandable that Goh J felt constrained to allow leave to defend in the Summary Judgment Appeal, given that this was a series of friendly loans given by a friend to another, and the documentation in this case was, and remains, not ideal. That, however, is not the fault of the parties before me: it would have been quite impossible in such a relationship to expect the level of forensic accuracy in documentation that might exist in a professional or commercial relationship. Friends do not always carefully catalogue such debts to one another. The real world is messy and the evidence in this case mirrors that reality. Such messiness was ultimately fatal to the Claimant's application for summary judgment before Goh J, pursuant to which the Claimant had to satisfy a high threshold for judgment to be entered in her favour. My task, however, is a vastly different one, as I am to decide which side's case had been proven on a balance of probabilities. The upshot of that is that what may be critical in a summary judgment may not be all that instructive in a case post-trial, and my decision reflects that. Besides, as I had observed earlier, after Goh J's decision, the Claimant rectified much of the errors and gaps in the evidence such that a fair number of the gaps identified by Goh J, and the concerns that Goh J harboured at the time, no longer exist before me.

44 For the reasons above, I find that the Claimant did, in fact, provide numerous loans (as broadly identified at [4] above) to the Defendant. While it is not in any real dispute, I would add, for good order, that those loans satisfy the legal definition of loans which encompasses a promise to repay (see *City Hardware Pte Ltd v Kenrich Electronics Pte Ltd* [2005] 1 SLR(R) 733 at [23]). Nonetheless, there remain a few gaps pertaining to the quantum of the loan,

which I now turn to.

My findings on quantum

45 While I find the Claimant's version of events to be more credible as compared to the Defendant's version, that is not the end of the matter. It remains for me to determine the actual quantum that is due and owing, and whether the sum set out in the Acknowledgment correctly reflects this. On this point, as I noted above, the documentation is not necessarily reflective of the underlying debt given the informal nature of the relationship between the Claimant and the Defendant.

46 The Claimant, both in her affidavit and in her oral testimony, was unable to provide any specific particulars as to how the debt came to be reflected as $525,200 in the Acknowledgment. In her oral testimony, she stated that this was the subject of discussion between her and the Defendant but was unable to recall the specifics of how they arrived at this number. To avoid doubt, the Claimant's inability to explain that precise number does not detract from the credibility of her account – as I noted at [32] above, the Claimant could not be expected to have comprehensive evidence cataloguing every interaction in the context of loans between friends. Nonetheless, as I have set out at [4] above, it is clear from the records provided that at least $487,700 must have been furnished by the Claimant to the Defendant.

47 As I have also noted earlier, the Claimant further says that even more moneys were furnished to the Defendant, but she concedes that she is unable to particularise any of this. Instead, following *Viet Hai Petroleum Corp v Ng Jun Quan and another and another matter* [2016] 3 SLR 887, she relies on the proposition that an acknowledgment of debt is an absolute acknowledgment by the parties that the quantum was owing.

48 I do not think that the above proposition applies in this case. As Goh J noted in the Summary Judgment Appeal at [25], that proposition applies to cases where the acknowledgment of debt is clear. The present Acknowledgment, however, is "both internally ambiguous as well as inconsistent with the other documents": Summary Judgment Appeal at [26]. It is also clear that there is no evidence to provide me with full confidence that the numbers set out in the Acknowledgement are completely accurate. Indeed, even to date, the Claimant cannot explain how she derived the quantum of $525,500 and cannot posit a single permutation of loans or debt that would render it accurate. In that sense, it is clear that the quantum as set out in the Acknowledgement has no credibility underlying it at all. In those circumstances, the Acknowledgement does not absolve the Claimant from the burden of proving the existence of the underlying loans.

49 None of that changes the fact that I have much sympathy for the plight of the Claimant in attempting to prove the various undocumented loans. As I have highlighted earlier, in this specific context where loans are extended in the course of a friendship, debts have a knack of slipping into the realm of oblivion. Be that as it may, in the absence of *any* evidence supporting these undocumented loans, the burden of proving them on the balance of probabilities has not been met and I am constrained to give the Defendant the benefit of the doubt. In the circumstances, I am prepared to accept as legitimate only the debts founded upon an express act of passing moneys that the Claimant was able to properly particularise, which would amount to $487,700 as set out in the table at [4] above.

50 Additionally, I note that the Claimant accepts that the Defendant

returned a sum of about $21,000 over the course of three years.[70] As I alluded to earlier, the Defendant had previously contended that she had repaid "around $30,000" but I had little basis to accept that figure over the Claimant's figure for the reasons I have expressed earlier. The Defendant has since suggested that the amounts repaid are about $50,000 but again, even on her own case, such claims appear to be randomly fashioned in a self-interested manner in so far as she claims to have kept no records whatsoever. I therefore did not accord any weight to the self-interested figures that were peddled by the Defendant.

51 I was therefore of the view that the sum owed should be reduced by $21,000. Accordingly, applying the Claimant's figures regarding the sum repaid, the sum of money due and owing is currently $487,700 - $21,000 = $466,700.

52 In coming to this conclusion, I do not give any significance to the fact (as observed earlier) that the Claimant realised, after the Summary Judgment Appeal, that a cheque that had been issued by her to the Defendant involving a sum of $50,000 was not cashed in by the latter. The Claimant contends that, to the best of her knowledge, the composite sum of $525,200 had been arrived at with that debt in mind as well.[71] To my mind, the question of whether this sum formed part of the $525,200 is neither here nor there, given that I have adopted a methodology in calculating the amount owed in which only loans with specific and clear particulars would be the subject of the debt recognised by this judgment. In that sense, this purported loan (which never materialised) was simply not a factor in the calculations.[72] The Defendant contends that the very

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70 See Claimant's Written Closing Submissions at para 29; Claimant's AEIC at para 380.

71 Claimant's AEIC at para 12.

72 As further evidence of this, see Claimant's Written Closing Submissions at para 9.

fact that the Claimant disavowed such a debt suggests that she is unclear about what is being owed and what is not, which is itself reflective of the need for this court to view the Claimant's evidence with wariness, and that the sums suggested by the Claimant as owing are unreliable.[73] With respect, on the present facts, I am of the view that the opposite conclusion logically follows – the fact that the Claimant is being honest about one of the loans not having materialised despite the reality that the Defendant may not have even caught on to that very fact (certainly, the Defendant has not provided any evidence to suggest she even knew that she did not cash such cheque) only further underscores the credibility and legitimacy of the Claimant's evidence on the whole, and reinforces that she was a witness of truth who has attempted to be fully transparent with her evidence even when such evidence potentially operates to her own detriment.

Legal defences raised by the Defendant

53 As a further complication in this case, just one day before trial (*ie*, on 3 June 2024), the Defendant filed an application to amend her pleadings to include the defences of misrepresentation and limitation. She claimed to have been unable to plead them appropriately earlier as she was not represented by counsel and was therefore simply unaware of the existence of such plausible defences (her counsel only come on board a few weeks before the trial before me). I allowed the application, in large part because I accepted that the Defendant may not have fully appreciated the existence or significance of these legal defences when she was self-represented. This is, I should add, quite different from the situation where one advances an entirely different factual narrative (see [22] above). It is trite that amendments to pleadings should, where possible, be allowed where it enables the substantive issues to be ventilated at trial,

73 Defendant's Closing Submissions at paras 2–3.

especially where the party responding to such amendments can be compensated appropriately by way of costs and is not caused any other undue prejudice: *Wright Norman and another v Oversea-Chinese Banking Corp Ltd* [1993] 3 SLR(R) 640 at [25].

54 I found that to be the case here. On balance, the amendments appeared to be intended to do no more than to regularise the pleadings to advance the legal defences that may be plausible on the factual evidence set out in the 19 March Affidavit. I heard the parties at the start of the trial and, after considering the arguments of both parties, allowed the Defendant's application to amend her pleadings. In essence, these amendments assert the following:

(a) that the misrepresentations purportedly advanced by the Claimant in the signing of the MOU should either result in the Acknowledgement having no legal effect, or in the Claimant being estopped (because of the application of the equitable doctrine of promissory estoppel) from relying on it; and

(b) that the claim is time barred by virtue of s 6 of the Limitation Act 1959 (2020 Rev Ed) ("Limitation Act"), and/or that the equitable doctrine of laches would apply to bar relief.

55 While I allowed the amendments, these arguments, in my judgment, did nothing to bolster the Defendant's case on the merits and did not impact the case, or engage my findings, in any meaningful way. I deal with each of the arguments in turn:

(a) The defence of misrepresentation is predicated upon the court accepting the factual narrative of the Defendant; in particular, that misrepresentations were made about the intended non-reliance of the

Acknowledgment. To my mind, there is no reason to believe the Defendant's convenient assertion. For the reasons I have already set out at length earlier, her assertion is completely at odds with the evidence. It is also discordant with the fact that the Claimant brought two witnesses to the scene; it would be quite anomalous for the Claimant to bring witnesses if the parties had agreed not to rely on the Acknowledgment. To be clear, I did not discount the possibility that the signing of the Acknowledgement was done, as a subsidiary consideration, by the Claimant with one eye to appeasing her husband, but that does not detract from the fact that such appeasement was not the primary motivation underlying the signing of the document in question and that it would have been obvious to all parties signing the acknowledgment that it was intended to serve as effective evidence of the outstanding debt.

(b) The defence of limitation fails because s 26(2) of the Limitation Act specifically restarts the clock on limitation periods once the debtor acknowledges or makes repayments on the debt: *Cytec Industries Pte Ltd v APP Chemicals International (Mau) Ltd* [2009] 4 SLR(R) 769 at [27]. Even when limitation has set in against a debt, the debt can be revived by a subsequent acknowledgment: *Chuan & Company Pte Ltd v Ong Soon Huat* [2003] 2 SLR(R) 205 at [29]–[35]. In this case, the Defendant has, in many WhatsApp messages and in the Acknowledgment, acknowledged the existence and validity of the debt. Since the Acknowledgment is dated 24 June 2021, and the Defendant's last repayment of the debt was in or around January 2023, the Claimant is well within the limitation period of six years.

(c) For much of the same reasons above, the doctrine of laches does

> not apply here. In any event, the doctrine of laches is an equitable doctrine that applies where there has been an unreasonable delay or negligence on the part of a party to pursue a valid claim that is accompanied by circumstances that would render it unjust to afford such claimant a remedy. I find no such circumstances in this case. The delay was largely attributable to the actions of the Defendant (see [38] above), and it is perverse for her to now invoke the court's equitable powers to restrain such collection of the debt due from her – as the famous adage goes, those who seek equitable relief must come with clean hands (see *E C Investment Holding Pte Ltd v Ridout Residence Pte Ltd and others and another appeal* [2012] 1 SLR 32 at [92]), and as I have explained, the Defendant's hands are anything but.

56 There was also a seeming allusion to fraud in the Defendant's pleadings, though the fraud does not appear to have been particularised. In any event, it is clear that, as a matter of fact, and law (see *Panatron Pte Ltd v Lee Cheow Lee and another* [2001] 2 SLR(R) 435), the argument was entirely wrong-headed. Given my findings above, the Claimant had acted appropriately and made no material false statement of any kind throughout the course of the parties' relationship (at least based on the evidence that had been adduced before me). There was therefore absolutely no basis for me to accept any argument that the Claimant had perpetrated, or attempted, a fraud of any kind.

57 Finally, for completeness, I note that the Defendant had, in her closing submissions, contended that promissory estoppel applied in so far as the promise not to use the Acknowledgment was breached. It would not be necessary for me to discuss in any great detail what the elements of promissory estoppel might be (these can, in any event, be found in *Long Foo Yit and Another v Mobil Oil Singapore Pte Ltd* [1997] SGHC 323). Suffice it to say that

this only applies if there were such a promise or representation made. In this regard, the entirety of the reasoning that had been set out at [55(a)] above applies here equally and renders any such defence factually unsustainable.

58 In the premises, I find that there is no basis whatsoever for the Defendant to raise the defences of limitation, promissory estoppel, laches or misrepresentation on the present facts. It follows that there is no reason in law or in fact to find the Defendant not liable, or to otherwise reduce the quantum of $466,700 owed.

Conclusion

59 In a famous line in Act 1, Scene 3 of Shakespeare's tragic play Hamlet, Polonius advised his son that "neither a borrower nor a lender be, for loan oft loses both itself and friend, and borrowing dulls the edge of husbandry". While Polonius is widely viewed as being wrong in most of his judgments in Hamlet, there is much wisdom in this particular piece of advice. The first half of Polonius' allocution speaks to the inevitable loss by the lender of both the loan and the friend due to the inevitable falling out between the parties as a result of the moneys owed; the second half, on the other hand, hints to how the desire by the borrowing party to seek constant recourse to debts as a crutch to keep their financial affairs in order would eventually culminate in an unmanageable mountain of debt that would inevitably collapse upon itself. Both those distressing realities have unfortunately reared their ugly heads in this truly ill-fated series of events. One friend's seemingly endless generosity and misplaced (and misguided) trust was callously exploited by the other, and when it came time to pay up, all that the other party could do was doggedly evade, ignore and resist while concomitantly coming up with excuses to borrow more and more, on the patently unsustainable and impossibly optimistic hope that the time to

repay would simply never arrive.

60 That time has now come. For the reasons I have set out above, I grant judgment for the Claimant in the amount of $466,700, together with interest and costs.

61 I will separately deal with the matter of costs.

Mohamed Faizal
Judicial Commissioner

Arul Andre Ravindran Saravanapavan and Adrian Kho Ngiat Sun (Arul Chew & Partners) for the claimant;
Ram Chandra Ramesh (C Ramesh Law Practice) for the defendant.