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

[2024] SGHC 327

Originating Claim No 10 of 2022
(Registrar's Appeals Nos 174 and 175 of 2024)

Between

Cachet Multi Strategy Fund SPC on behalf of
Cachet Special Opportunities SP

… *Claimant*

And

(1) Feng Shi
(2) Alex SK Liu
(3) Haven Global Network Pte Ltd

… *Defendants*

JUDGMENT

[Civil Procedure — Production of documents — Private or internal correspondence]
[Civil Procedure — Production of documents — Legal privilege]

Cachet Multi Strategy Fund SPC (on behalf of Cachet Special Opportunities SP) v Feng Shi and others

[2024] SGHC 327

General Division of the High Court — Originating Claim No 10 of 2024
(Registrar's Appeals Nos 174 and 175 of 2024)
Choo Han Teck J
22 November 2024

26 December 2024 Judgment reserved

Choo Han Teck J:

1 HC/RA 174/2024 ("RA 174") is the second defendant's ("Mr Liu") appeal against the decision of AR Sherilyn Chew ("AR Chew") dismissing his application for further and better particulars ("F&BP"). This application for F&BP was made after Cachet had submitted its F&BP dated 23 June 2023. HC/RA 175/2024 ("RA 175") is the claimant's appeal against the decision of AR Elton Tan ("AR Tan") dismissing its application for specific discovery. I dismissed RA 174 during the hearing, and reserved judgment for RA 175. I now dismiss RA 175, and for the reasons below, order Mr Liu to provide an affidavit on whether he has certain known adverse documents in his possession, and if so, to disclose those documents.

2 The salient facts in HC/OC 10/2024 ("OC 10") are as follows. The claimant ("Cachet") is a hedge fund incorporated in the Cayman Islands. The third defendant ("Haven") is a Singapore incorporated company. The first defendant is Feng Shi, also referred to as Tristan Shi ("Mr Shi"). He is the co-founder, Chief Executive Officer, chairman, majority shareholder and director of Haven since 1 August 2018. The second defendant is Alex SK Liu ("Mr Liu"), a co-founder and director of Cachet.

3 Cachet entered into a Subscription Agreement dated 3 September 2018 with Haven, to subscribe to a 10% shareholding in Haven for US$20m (the "Investment Sum"). This sum was paid to Haven on or around 5 October 2018. Cachet's founder and Chief Executive Officer, Ms Angela Chow ("Ms Chow") was also appointed a director of Haven. Cachet says that Mr Shi had made several representations (the "Alleged Representations") to induce it to invest in Haven, and Cachet was thus induced. The Alleged Representations are:

(a) Haven was undertaking a project ("Haven Project") which involved the development of a peer-to-peer crypto financial products marketplace platform built on blockchain and smart contract technologies ("Blockchain Platform") for the purposes of launching insurance products. The Blockchain platform could be rolled out by September 2018 or November 2018.

(b) AXA General Insurance Co., Ltd ("AXA"), a well-known leading international insurance company, would participate in the Haven Project by issuing insurance products on the Blockchain Platform.

(c) A document titled "Preliminary Financial Statements" ("Financial Statements"), which (purported to) set out Haven's financial

position as of 30 June 2018, had been properly audited by PricewaterhouseCoopers and signed off by them;

(d) Mr Shi had as of 30 June 2018 already made a capital contribution of US$1.15m in cash to Haven (the "Capital Contribution")

(e) The individuals Mr Bryan Liu, Mr Ivan Kim and Mr Daniel Kim were Haven's full-time staff with whom Haven had entered into employment contracts (the "Employment Contracts").

4 Cachet claims that since late 2018, it gradually discovered that the Alleged Representations were false and fraudulently made by Mr Shi. On 18 April 2019, Cachet rescinded the Subscription Agreement and demanded that Haven return the Investment Sum within five days. Haven did not do so. Instead, it allegedly used the sum to enrich itself and the defendants, by paying Mr Shi and Mr Liu sign-on bonuses and extravagant salaries, among other things.

5 According to Cachet, because Mr Liu was a co-founder and director of Haven and "actively involved in the Haven Project since its inception", Mr Liu must therefore have been aware of "material aspects" of Mr Shi's and Cachet's discussions, including the Alleged Representations. Cachet thus contends that Mr Liu co-conspired with Mr Shi to make the fraudulent misrepresentations, and to use the Investment Sum to enrich the defendants.

6 Cachet commenced arbitration proceedings against Haven on 2 September 2019 (the "Haven Arbitration"). The arbitral tribunal (the "Haven Tribunal") released an Interim Award, finding that all of the Alleged Representations except the first were false and made fraudulently by Mr Shi. It

ordered Haven to repay the Investment Sum to Cachet within 21 days. Haven did not do so. Cachet only recovered the Investment Sum on 11 August 2021 through enforcement proceedings in Hong Kong. In a final award dated 26 November 2021, the Haven Tribunal ordered Haven to:

(a) pay Cachet S$1,112,587.12 as Cachet's legal and other costs of the Haven Arbitration;

(b) bear the final costs of the Haven Arbitration, including the amount paid by Cachet thus far towards the costs of the Haven Arbitration, which is S$147,751.46;

(c) pay Cachet simple interest at the rate of 5.33% per annum on the above sums, running from 26 November 2021 to the date of payment; and

(d) pay Cachet S$2,470,783.56, representing the interest on the Investment Sum at the rate of 5.33% per annum from 18 April 2019 to 11 August 2021, being the date on which Cachet successfully recovered the Investment Sum from Haven.

7 On 27 March 2019, Mr Shi had also executed a Deed of Undertaking ("the Deed") in favour of Cachet and Haven. In the Deed, he undertook to contribute the full amount of the Capital Contribution (ie, US$1.15m) by 30 June 2019. Mr Shi failed to do so and only paid US$200,000 to Haven on or before 30 June 2019. Cachet commenced a separate arbitration against Mr Shi to enforce the Deed ("the Deed Arbitration"). As a result, Mr Shi was ordered in an award (the "Deed Award") to pay the balance Capital Contribution of US$950,000 to Haven, along with interest, Cachet's legal and other costs in the

Deed Arbitration amounting to S$127,471.67, and costs of the Deed Arbitration amounting to S$63,202.

8 To date, Mr Shi has not complied with the Deed Award. Cachet says that Haven, under the influence or direction of Mr Shi and Mr Liu, has "failed, refused and/or neglected to procure Mr Shi to do the same". Cachet had also successfully obtained an enforcement judgment by the Superior Court of California (the "Californian Judgment") against Mr Shi. He has not complied with the Californian Judgment. According to Cachet, it had expended US$13,295.65 in the enforcement proceedings in California.

9 In OC 10, Cachet claims that (a) Mr Shi is personally liable for fraudulent misrepresentation; and (b) Haven, Mr Shi and Mr Liu are co-conspirators who conspired to defraud and/or mislead Cachet into investing in Haven and thereafter illicitly enrich themselves (the "Conspiracy Claim"). Mr Shi and Haven have not participated in these proceedings, and default judgments has been entered against them. Haven was struck off the companies register on 9 March 2023. Hence, the only claim remaining to be determined is in relation to the Conspiracy Claim against Mr Liu.

10 Cachet claims that Haven, Mr Shi and Mr Liu conspired:

> (a) to have Mr Shi make the Alleged Representations to fraudulently induce Cachet's investment, and thereafter refuse to procure Haven to return the Investment Sum and instead illicitly enrich themselves with the Investment Sum;

(b) in relation to the Deed Arbitration, to have "caused, persisted and/or participated in" Mr Shi's defence of the Deed Arbitration and his failure or refusal to comply with the Deed Award;

(c) in relation to the Haven Arbitration, to cause Haven to "vigorously contest Cachet's claim in the Haven Arbitration", with Mr Shi and Mr Liu giving evidence on behalf of Haven "in an attempt to cover up and conceal the fraud and Conspiracy perpetrated on Cachet"; and

(d) to cause Haven to fail, refuse and/or neglect to comply with the Interim Award and the Final Award, and Mr Shi to fail, refuse and/or neglect to comply with the Deed Award and the Californian Judgment.

11 Cachet seeks damages for conspiracy and/or fraudulent misrepresentation from Mr Shi, Mr Liu and Haven, comprising:

(a) S$1,260,338.58 and interest on this amount, being the sums due and owing to Cachet from the Haven Arbitration;

(b) S$2,470,783.56, representing the interest on the Investment Sum;

(c) S$170,351.66 and interest on this amount, being the sums due and owing to Cachet from the Deed Arbitration;

(d) HK$352,431.33 and interest on this amount, being the sum Cachet expended in the Hong Kong Enforcement Proceedings; and

(e) US$13,295.65 and interest on this sum, being the sum Cachet expended in the US Enforcement Proceedings.

12 Mr Liu claims that his focus in Haven was on the technical aspects of Haven's operation, such as general product design. Mr Shi, as the CEO, had the final say on business decisions, and had sole purview over investor relations. Hence, he was not privy to the Alleged Representations. Even if he was aware of them, he did not know if they were false or made fraudulently. He says that the decision to resist paying the Investment Sum was Mr Shi's, not his. As for the Deed Arbitration, this did not concern Mr Liu as the arbitral proceedings were solely between Cachet and Mr Shi. He also denies that any conspiracy against Cachet exists.

RA 174

13 In RA 174, counsel for Mr Liu, Ms Samantha Ong, contended that Cachet's pleadings on the fraudulent misrepresentation did not contain the form of the representations, *ie*, which of them were made orally and which of them in writing, whether any documents were involved, and whether the representations were given in one specific instance or multiple instances. Ms Ong submitted that Cachet must provide these details so that Alex can ascertain if he was involved in any way.

14 I agreed with AR Chew that there was no need for these details in this case. Para 12(b) of the Statement of Claim states that Mr Liu was aware at the material time that the Alleged Representations were false and made fraudulently, as Mr Liu was personally present at the meetings which the Alleged Representations were made, and/or at the meetings which Mr Shi admitted to the falsity of the Alleged Representations. Cachet had further provided particulars, at para 2 of its F&BP, that the relevant meetings were —

(a) the site visit to Haven's office on 6 June 2018 and

(b) the meeting of Haven's board of directors on 29 April 2019.

In his Defence, Mr Liu had already denied that he was personally present at the relevant meetings. It was clear that Mr Liu knew the case that he had to meet in relation to his alleged awareness of the falsity of the representations.

15 Mr Liu no longer appeared on appeal to be pursuing his request for Cachet "to state which specific fiduciary duties are owed by Mr Liu to Haven, and which are alleged to have been breached by Mr Liu by participating in the Conspiracy". In any case, Cachet had already listed the specific fiduciary duties alleged to be breached by Mr Liu at paras 6 of Cachet's F&BP. As for Ms Ong's suggestion that the court should take a "purposive interpretation" of the request as being for details to link the specific acts of the conspiracy to the relevant duties, I agreed with AR Chew that there was no basis for doing so. I hence dismissed RA 174.

RA 175

16 In RA 175, Cachet seeks production of a subset of the documents which it asked for in the proceedings below. The documents sought (the "Appeal Requests") are as follows:

(a) Documents exchanged between Mr Shi and Mr Liu from April to September 2018 relating to Mr Shi's Capital Contribution in Haven, including discussions on how the issue would be communicated and/or represented to Cachet.

(b) Documents exchanged between Mr Shi and Mr Liu and/or David Hong (another director of Haven) from April to 2 September 2019 relating to Haven's decision to resist Cachet's Demand and to refuse the

return of the Investment Sum. This includes but is not limited to internal documents evidencing Mr Shi's purported oral communication of the decision to resist Cachet's demand to the other directors though Mr David Hong (as pleaded at [22(b)] of Mr Liu's F&BP dated 23 June 2023)

(c) Documents exchanged between Mr Shi and Mr Liu in 2019 relating to the attempts since March 2019 to remove Ms Chow as an authorised signatory of Haven's Bank Account, including the reason(s) for the said attempts

(d) Documents exchanged between Mr Shi and Mr Liu from July 2018 to 2021 relating to

(i) Mr Shi's liability to contribute his outstanding Capital Contribution / the outstanding sums due under the Deed to Haven and/or

(ii) Mr Shi's compliance or lack thereof with the Deed Award and/or the Californian Judgment.

(e) Documents exchanged between Mr Shi and Mr Liu from July 2019 to 2021 relating to

(i) Haven's decision to contest Cachet's claim in the Haven Arbitration, and refusal to return the investment Sum to Cachet even after commencement of the Haven Arbitration;

(ii) Haven's compliance or lack thereof with the Haven Interim Award; and/or

(iii) Haven's compliance or lack thereof with the Haven Final Award.

17 Mr Liu's response to the Appeal Requests is that these documents are internal documents which could not be produced pursuant to O 11 r 5 of the ROC 2021. He also claimed that these documents were privileged. Crucially, his case was not that he did not have these documents or that all documents falling under the Appeal Requests have already been disclosed.

18 AR Tan had disallowed the Appeal Requests on the basis that the documents were internal documents, and thus could not be disclosed pursuant to O 11 r 5(2) of the ROC 2021. He also held that the exceptions of the documents being "known adverse documents", or this being a "special case", were not made out. As such, there was no need to consider whether the documents were protected by privilege.

19 O 11 r 5(2) of the ROC 2021 provides that the court must not order the production of any document that is part of a party's private or internal correspondence, unless it is a special case or such correspondence are known adverse documents. It is not disputed that the documents requested are either part of Haven's, Mr Shi's and/or Mr Liu's private or internal correspondence.

20 The phrase "known adverse documents" encompasses documents with two characteristics – first, they are adverse, and second, they are known to be adverse: *Rohan St George v 4Fingers Pte Ltd and another* [2024] SGHCR 9 at [49]. O 11 r 2(1)(*b*) further defines "known adverse documents" to include "documents which a party ought reasonably to know are adverse to the party's case". They include adverse documents that the party could have knowledge about through reasonable checks and searches: Civil Justice Committee,

Response to Feedback from Public Consultation on the Civil Justice Reports: Recommendations of the Civil Justice Commission and the Civil Justice Review Committee (11 June 2021) (Chairperson: Justice Tay Yong Kwang) ("*Response to Feedback*") at para 75. The purpose of the exception is to "ensure that all private or internal correspondence relevant to the dispute will be disclosed": *Response to Feedback* at para 80. This envisages that privacy and confidentiality is no defence when known adverse documents are concerned.

21 Further, the original draft did not contain the requirement for "known adverse documents" to be disclosed during the initial production of documents (*ie*, the ROC 2021's version of general discovery) under O 11 r 2(1)(*b*). The latter was only added after unequivocal public feedback which raised three concerns, namely, that a regime without known adverse documents being disclosed during initial production would (a) incentivise the hiding or destruction of adverse documents; (b) increase the number of requests or applications for further documents; and (c) operate unfairly in cases where there is information symmetry between the parties: *Response to Feedback* at paras 70–71. The Civil Justice Committee (the "CJC") noted that the intent of reducing the scope of the parties' initial obligation to disclose documents is to "reduce the time and costs expended in the exercise of discovery". Nonetheless, the CJC recognised that parties would expend time and costs if known adverse documents were to be disclosed during initial production, but it accepted such expenditure as necessary.

22 Cachet argued before AR Tan that the requested documents would include known adverse documents, and it should be for Mr Liu to conduct reasonable searches for requested documents that are known adverse documents, and either disclose them or confirm on affidavit that there are no

known adverse documents falling within the request. AR Tan held that this approach "impermissibly reverses the burden", and that it was for Cachet to show that the "known adverse documents" exception could apply. AR Tan further held that there was no purpose for requiring Mr Liu to aver on affidavit that there are no known adverse documents falling within the request, as Mr Liu is already under a continuing obligation to produce all known adverse documents pursuant to O 11 r 2(1)(*b*) read with O 11 r 6 of the ROC 2021.

23 In this regard, I am of the view that Mr Liu is under an initial and continuing duty to produce all known adverse documents. Mr Liu does not deny that he possesses known adverse documents falling under the Appeal Requests. His reasons for not producing those documents are that they are internal documents, and they are privileged. In my view, however, because the ban against the production of internal documents does not apply to known adverse documents, Mr Liu remains obliged, as part of his continuing duty, to produce internal documents that he knows or reasonably ought to know are adverse to his case, unless there are other reasons for non-production (*eg*, privilege, which I will get to shortly).

24 It is not the requesting party's duty to show that internal documents may include "known adverse documents". A party has an initial and continuing obligation to produce known adverse documents (see [20] above), whether they are internal documents or not (see [21] above). Barring other exceptions under O 11 rr 5(1) and (3) of the ROC 2021, a party is expected to disclose private and confidential documents which may also be known adverse documents. The expectation is thus on the requested party to either deny the existence or possession of known adverse documents (which include internal documents),

assert privilege or other reasons for non-disclosure, or disclose those known adverse documents.

25 I acknowledge that Cachet did not limit its Appeal Requests to "known adverse documents". I agree with AR Tan that the Appeal Requests are framed so broadly that they could oblige Mr Liu to disclose documents which do not meet the threshold of materiality, *ie*, which do not have a significant bearing on an issue in a case, such that they could potentially affect the court's ultimate decision (*Eng's Wantan Noodle* at [49(b)]). The Appeal Requests, as they are currently worded, thus do not satisfy O 11 r 3(1)(*b*) of the ROC 2021. But the court may, under O 11 r 4, order a person to produce documents that are in the person's possession or control. I would thus limit the scope of the Appeal Requests to only known adverse documents (rather than all documents) falling under the various topics or issues raised by the Appeal Requests. Such a scope merely holds Mr Liu to his continuing obligation to disclose all known adverse documents. It would also satisfy the threshold of materiality under O 11 r 3(1)(*b*), as known adverse documents would necessarily have a significant bearing on an issue in a case, such that they could potentially affect the court's ultimate decision.

26 The above approach is not inconsistent with the Ideals or the principles in O 11 r 1(2). Although a claimant is to sue and proceed on the strength of the claimant's case and not on the weakness of the defendant's case (O 11 r 1(2)(*a*)), this does not mean that a defendant is entitled to conceal known adverse documents which he does not deny are with him. If he denies having these documents on affidavit, then his affidavit evidence is conclusive unless it is plain and obvious that the documents must exist or must be in his possession: *Lutfi Salim bin Talib and another v British and Malayan Trustees Ltd* [2024]

5 SLR 86 ("*Lutfi*") at [32]. But if he does not deny as such, he remains under a continuing obligation to produce known adverse documents. When a party is asked to produce a document or a class of documents, a court cannot assume, without the party's sworn word, that that party does not have the known adverse documents being sought for. To so assume would lead to unfair results, which goes against the Ideal at O 3 r 1(*e*). Also, the Ideals of expeditious proceedings, cost-effective work and efficient use of court resources are not weighty in this scenario. Whatever time or costs which Mr Liu would have to expend to produce known adverse documents under the Appeal Requests are resources he would have had to expend anyway, if he had properly complied with his continuing duty to produce known adverse documents (see [21] above)

27 As for the principle that a party to litigation does not give up his right to privacy and confidentiality in the party's documents and communications, the requirement to produce known adverse documents overrides the concerns of privacy and confidentiality (see [20] above).

28 The exception under O 11 r 5(2)(*b*) is made out for the known adverse documents that fall under the Appeal Requests. I thus do not have to address whether this is a special case pursuant to O 11 r 5(2)(*a*). Mr Liu is bound to produce known adverse documents which fall under the Appeal Requests as part of his continuing obligations, unless they are caught by the prohibitions in O 11 rr 5(1) and (3). Hence, I now consider the question of whether the known adverse documents under the Appeal Requests are privileged.

29 Ms Ong submits that both "solicitor-client privilege" (*ie*, legal advice privilege) and litigation privilege arise in respect to the documents under the Appeal Requests. But the former does not apply here. Relevant communication

made between a client and his legal advisor(s) is an important element of legal advice privilege. The Appeal Requests, on the other hand, request for documents and communications between Mr Shi and Mr Liu. For litigation privilege to apply, two conditions must be satisfied (*Mykytowych, Pamela Jane v V I P Hotel* [2016] 4 SLR 829 ("*Pamela Jane*") at [52]):

> (a) First, the party claiming such privilege must show that there is a reasonable prospect of litigation. In this regard, there is no requirement that the chances of litigation must be higher than 50%, nor that there must be a virtual certainty of litigation.
>
> (b) Second, the dominant purpose for which the advice was sought, or the communication was made, must have been for litigation.

30 Litigation privilege does not only apply to legal advice. It applies to every communication, whether confidential or otherwise so long as it is for the purpose of litigation. It also applies to communications from third parties whether or not they were made as agent of the client: *Skandinaviska Enskilda Banken AB (Publ), Singapore Branch v Asia Pacific Breweries (Singapore) Pte Ltd and other appeals* [2007] 2 SLR(R) 367 at [44]. The party asserting privilege bears the legal burden of proving that the preconditions for privilege are present. However, the standard for discharging this onus of proof is to be met on a *prima facie* case: *ARX v Comptroller of Income Tax* [2016] 5 SLR 590 at [50]. If the party successfully demonstrates privilege, then the tactical burden shifts to the requesting party. AR Tan relies on *Lutfi* at [32] to suggest that the requesting party must show that it is plain and obvious that the documents are not privileged, but I do not need to decide this issue on the facts.

31 I first address the argument by Cachet's counsel, Ms Jill Ann Koh ("Ms Koh"), that privilege should be stripped from all the documents under the Appeal Requests due to the "fraud" and "illegal purpose" exceptions. These exceptions are enshrined in s 128 of the Evidence Act 1893 (2020 Rev Ed), but apply to litigation privilege as well: *Gelatissimo Ventures (S) Pte Ltd and others v Singapore Flyer Pte Ltd* [2010] 1 SLR 833 at [36]. Ms Koh submits that Mr Shi was found by the arbitral tribunal to have made fraudulent misrepresentations to Cachet, and that indicates at the very least a *prima facie* case of fraud in the present proceedings. With respect, I disagree that a *prima facie* case of fraud by Mr Liu is made out. Ms Koh appears to assume that Mr Liu must have been involved in Mr Shi's fraud by virtue of Mr Liu being a director and co-founder. But Mr Liu could have taken charge of a completely different aspect or area of the business than Mr Shi. This is in fact what Mr Liu claims. Even if there is *prima facie* evidence that Mr Shi has committed fraud, that does not equal *prima facie* evidence that Mr Liu is guilty of fraud.

32 I now turn to the Appeal Requests themselves. I agree with Ms Ong that all known adverse documents falling under Appeal Request (e) would be covered by litigation privilege. This much is clear from the wording of the request, which touch upon "Haven's decision to contest Cachet's claim in the Haven Arbitration" and other matters closely connected to the Haven Arbitration. Hence, no document under Appeal Request (e) may be produced.

33 Moving on to Appeal Requests (a) to (d), it is not clear that all known adverse documents under those requests are subject to privilege. Ms Ong submits that Mr Liu has said that all the documents under the Appeal Requests are subject to litigation privilege, and upon Mr Liu asserting privilege, it behoves Cachet to identify the specific documents outside of privilege. She

further submits that since Cachet has not asked for documents with specificity, it is not for Mr Liu to identify individual documents and explain why they are privileged, else Liu would be victim to Cachet's fishing exercise.

34 I would have agreed with Ms Ong's second submission if I were proceeding on the basis of specific production of documents under O 11 r 3 of the ROC 2021. However, as explained above, I have narrowed the scope of the Appeal Requests such that they merely give effect to Mr Liu's initial and continuing obligation to disclose known adverse documents. The set of narrowed Appeal Requests is not a fishing expedition if it merely requires Mr Liu to disclose documents which he was supposed to have disclosed initially.

35 As for Ms Ong's first submission, it is not enough for Mr Liu to merely assert that all known adverse documents in his possession under Appeal Requests (a) to (d) are subject to privilege. He has to support that assertion, even if only on a *prima facie* basis. He has not done that. To be fair, this is not entirely his fault, as the original Appeal Requests were too broad and far-reaching. Nonetheless, the fact is that Mr Liu has not demonstrated privilege over all the known adverse documents under Appeal Requests (a) to (d). Crucially, Mr Liu does not deny possessing known adverse documents on the topics covered by the Appeal Requests. If he does not wish to disclose some of those documents, he bears the legal burden of identifying documents or classes of documents which are privileged and explaining why they are privileged.

36 Accordingly, RA 175 is dismissed because Cachet's original Appeal Requests failed to satisfy the element of materiality by virtue of being too broadly framed. However, Mr Liu has not yet denied having known adverse

documents which fall under the Appeal Requests. I thus order Mr Liu to file an affidavit, stating whether there exist known adverse documents falling under Appeal Requests (a) to (d) and whether he has them in his possession. To reiterate, his affidavit should address known adverse documents, and not all documents, under Appeal Requests (a) to (d). If he has such known adverse documents in his possession, he is to disclose them, or demonstrate on a *prima facie* basis that they are covered by litigation privilege.

37 I reserve costs to the trial judge.

- Sgd -
Choo Han Teck
Judge of the High Court

Jill Ann Koh Ying, Ho Yi Jie, Wendy Lin Weiqi, Nicole Seah Kar Hsin and Zhan Xiangyun (WongPartnership LLP) for the claimant;
Samantha Ong Xin Ying and Kelvin Lee Ming Hui (WNLEX LLC) for the second defendant.