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

[2024] SGHC 43

Originating Application No 1206 of 2023

In the Matter of Order 18 Rule 19(2) of Rules of Court 2021

Between

Yong Teck Chong

… *Applicant*

And

1. ERA Realty Network Pte Ltd
2. Tan Ching Siong

… *Respondents*

JUDGMENT

[Civil Procedure — Appeals — Leave]

Yong Teck Chong
v
ERA Realty Network Pte Ltd and another

[2024] SGHC 43

General Division of the High Court — Originating Application No 1206 of 2023
Choo Han Teck J
31 January 2024

14 February 2024 Judgment reserved.

Choo Han Teck J:

1 The applicant, Mr Yong Teck Chong, is a 65-year-old management consultant. The first respondent is a real estate agency company, and the second respondent, is an agent of the first respondent. The applicant had sued the respondents in MC/MC 3465 of 2022 for the return of $5,350 that he had paid to the first respondent as its commission. The case was eventually settled and a settlement agreement was recorded before DR Lewis Tan on 2 June 2022.

2 In a change of heart, the applicant applied in MC/OA 9 of 2023 to set aside the settlement order, but his application was dismissed by DR Elaine Lim. He then appealed against DR Lim's dismissal of his application, before PDJ Clement Seah ("PDJ Seah") in MC/RA 8 of 2023. PDJ Seah dismissed his appeal. The applicant further applied to PDJ Seah, in MC/SUM 3588 of 2023, for leave to appeal against PDJ Seah's decision in MC/RA 8 of 2023, but his

application was refused. Now, the applicant seeks, in this application before me, to set aside PDJ Seah's refusal to grant leave, and an extension of time to file a notice of appeal. After counsel for the respondents objected, I allowed an oral application and regularised the application by allowing it to be amended as an application for leave to appeal, and an extension of time to file a notice of appeal (if leave is granted).

3 The applicant's case in the Magistrates' Court (MC/MC 3465/2022) was an action against his sister and her husband ("brother-in-law"). His story is that of a swap and counter-swap of two Housing and Development Board ("HDB") flats. The applicant was the sole tenant of one, "Blk 383", a five-room flat. His sister and brother-in-law owned another, "Blk 395", a four-room flat. In 2010, he and his sister and brother-in-law swapped their flats. This meant that the applicant would become the legal owner of Blk 395, while his sister and brother-in-law became the legal owners of Blk 383. According to the applicant, this was allowed by the HDB at the time.

4 In 2016, they decided to swap again, but this time, according to the applicant, the HDB did not allow because he has a property in Melbourne. He had that property for more than 20 years, but because of the HDB's change in policy, according to the applicant (the HDB was not called to give evidence), his sister and brother-in-law had to sell Blk 383 to a third party before the applicant can transfer Blk 395 back to them. The applicant had agreed to bear all expenses arising from the sale, and any balance moneys from the two transactions would be refunded to the applicant.

5 Blk 383 was sold in 2017, with the assistance of the respondents, for $598,000. Blk 395 was sold for $450,000. According to the applicant, the commission for selling his sister and brother-in-law's Blk 383 was $5,000

(although the claim in the Magistrates' Court was for $5,350). The administrative fee for transferring Blk 395 back to his sister and brother-in-law was $500. Thus, he was to pay a total of $5,500 in commission, for the transactions of both flats. According to him, all of this was orally agreed as between him and the second respondent, and he did pay that sum ($5,885 inclusive of GST).

6 The applicant then claims that in breach of that agreement, the respondents procured a separate agreement with his sister and brother-in-law, the legal owners of Blk 383, for a commission of $12,797.20 (inclusive of $837.20 for GST), for the sale of Blk 383. This commission, the applicant says, was in effect paid by him, under the guise of the expenses of the sale. He claims that his sister and brother-in-law had, pursuant to his undertaking to pay for all expenses, deducted from the sale proceeds a sum of $22,852.20, as part of the expenses. He further alleges that his sister and brother-in-law were in collusion with the respondents and they misled him into thinking that the $12,797.20 was due as expenses of the sale, when in fact, it was for the commission for the sale of Blk 383. His grievance is that he ended up paying $18,682.20 ($5,885 + $12,797.20) for the transactions of both flats, when he had orally agreed to pay $5,500 only. In that sense, the applicant claims that the respondents received "double payments".

7 The respondents' case is that they had entered into separate written agreements (produced before me) with the applicant, and his sister and brother-in-law respectively. The agreement with the applicant, was for the sale of Blk 395, which he held at that time, for a commission of $5,885 (inclusive of GST). The agreement with his sister and brother-in-law, was for the sale of Blk 383, for a commission of $12,797.20. Both agreements, and the invoices of

the respective payments, have been produced before me. There was, therefore, no "double payment" because each transaction carried its own commission fee.

8 In my view, the weight of evidence leans heavily against the applicant. There is insufficient evidence to show that an oral agreement was established between the applicant and second respondent. The applicant produced a transcript of an audio recording of the conversation between the applicant and the second respondent, but that does not show that a legally binding oral agreement had been created before the transactions.

9 The only invoice the applicant produced is the payment of $5,885 ($5,550 + GST of $335) for the transfer of Blk 395 from the applicant to his sister and brother-in-law, which supports the respondent's version of events. The applicant keeps claiming collusion and double payment, but he is not asking for the $12,979.20 that he claims to have paid as additional payment, rather, he is claiming for $5,350 against the respondents.

10 The applicant's version of events is incomprehensible in that the entire account does not make sense, and here, I am not even referring to the true purpose of the swap and counter-swap, but the payment arrangements and evidence do not show any coherent basis to set aside a settlement order recorded by consent.

11 On the other hand, the applicant's sister and brother-in-law filed an affidavit in support of the respondents' case, and they say that they, "and not the applicant", paid the $12,797.20. They also say that contrary to the applicant's claim that Blk 395 was transferred back to them, they bought it at an open market price of $450,000. They produced their cheque book showing a sum of $12,797.20 recorded as paid to "ERA Realty Network Pte Ltd on

18 November 2016 as "commission" for the sale of Blk 383. They also produced a receipt from the first respondent for the payment. This version of events is consistent with the evidence before me.

12 The applicant's account, unsupported by evidence, and without any explanation for the swaps, leads me to no alternative but to dismiss his application for leave to appeal. There is, accordingly, no order for an extension of time to file a notice of appeal.

13 The applicant concluded his submissions before me on 31 January 2024 by declaring, "I seek justice. Man shall be saved by Jesus, not by the law". I am quoting this most passionate part of his submission because he contacted the court's manager after the hearing, to ensure that those words had been recorded. They had been, but I have no comments or directions regarding them.

14 I will fix costs at $800 plus disbursements to be paid by the applicant to the respondents jointly.

- Sgd -
Choo Han Teck J
Judge of the High Court

The applicant in-person.
Kenneth Tan Siang Teck (Christopher Bridges Law Corporation) for the respondents.