

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

[2025] SGHC 12

Originating Claim No 192 of 2022 (Summons No 1022 of 2024)

Between

Banner (China) Investment
Company Limited

... Claimant

And

Ang Jimmy Tjun Min

... Defendant

FOUNDATIONS OF DECISION

[Civil Procedure — Selection of specimen signatures for submission to handwriting expert — Manner of verifying authenticity of authorship of specimen signatures]

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Banner (China) Investment Co Ltd

v

Ang Tjun Min Jimmy

[2025] SGHC 12

General Division of the High Court — Originating Claim No 192 of 2022
(Summons No 1022 of 2024)

Kwek Mean Luck J

18, 29 November 2024

20 January 2025

Kwek Mean Luck J:

Introduction

1 During a Judge Case Conference on 18 November 2024 (“JCC” and the “18 November JCC”, respectively) for a Single Application Pending Trial (“SAPT”) in HC/OC 192/2022 (“OC 192”), I gave the following directions on the process for obtaining signature samples for the parties’ common expert on handwriting analysis:

- (a) Both parties are to work with the corporate secretarial services company, Boardroom Corporate Services (Johor) Sdn Bhd (“BCS”), for a list of least 15 documents, which the parties can agree that Mr Jimmy Ang Tjun Min (“Mr Ang”) would clearly have signed.

(b) The list is to include documents for which Mr Ang has not seen the signatures.

(c) The parties are to write to BCS within a week, following which, BCS is to respond in three weeks' time. Mr Ang is to provide his position on the list three weeks thereafter.

Collectively, these will henceforth be referred to as “the Directions”.

2 Mr Ang, the defendant in OC 192, has appealed against the Directions made pursuant to the SAPT. I hence set out below the context of the Directions and the reasons for them.

Procedural background

3 In OC 192, Banner (China) Investment Company Limited (“Banner”) claims against Mr Ang for the repayment of a loan in the sum S\$11,092,061.53. In support of its claim, Banner relies on an audit confirmation alleged to be signed by Mr Ang on 3 July 2020 (the “Audit Confirmation”), which confirms that Mr Ang owes Banner the sum of HK\$65,955,196.76 as of 31 March 2018 (equivalent to S\$11,092,061.53).¹ Mr Ang contends that this sum was advanced to him as a gift. In relation to the Audit Confirmation, Mr Ang claims that that he did not sign the Audit Confirmation and that the signature therein was forged.²

4 To resolve this issue, Banner proposed that the parties appoint an expert from the Health Sciences Authority (“HSA”) as a common expert to undertake

¹ Statement of Claim dated 12 August 2022 at para 5.

² Defence dated 13 July 2023 at para 15(d).

a handwriting analysis of the signature on the Audit Confirmation. Mr Ang disagreed and proposed that a forensic consultant from Malaysia be appointed as the common expert instead.³

5 Banner then filed a SAPT in HC/SUM 1022/2024 (“SUM 1022”), which sought amongst other things, for an order that the court appoint an expert from the HSA to act as a common expert in OC 192 to undertake the handwriting analysis. Mr Ang opposed the order sought by Banner.

6 I heard Banner’s application for the appointment of a common expert, at a JCC on 7 May 2024. I noted that, at the hearing, parties were agreeable to a common expert being appointed from HSA. I thus ordered that HSA be appointed as a common expert and provided consequential directions on the timelines for obtaining the HSA expert’s report.

7 Subsequently, the parties failed to agree on the process for obtaining signature samples for submission to HSA.

8 At a JCC on 4 July 2024, I gave the following further directions:

(a) Parties are to identify a set of signature specimens from documents filed in Singapore and Hong Kong court proceedings to determine if these suffice for the HSA’s purposes.

(b) If the HSA requires specimens from a time period that lies outside that of those court documents, parties are to identify them from other sources where the issue of authorship is not disputed. This includes

³ Letter to Court from Davinder Singh Chambers LLC dated 10 January 2024 at p 2, para 6.

the possibility of obtaining documents from a company in Johor Bahru, Malaysia (“JB”) which parties are involved in, and in relation to which Mr Ang would have signed certain documents.

(c) Parties are to confer on timelines and write in to update the court.

9 There was then a further exchange of correspondence between parties. Registrar’s Case Conferences were also held on 16 August 2024, 20 September 2024 and 1 November 2024.

10 Parties encountered difficulties in obtaining the originals of the documents signed by Mr Ang for court proceedings in the Hong Kong court, which would sufficiently comply with HSA’s requirements for the signature specimens.

11 In light of the above, Banner proposed that the parties make a joint request to BCS, for originals of company documents in three JB companies for which Mr Ang is a director of (“Three JB Companies”). Mr Ang disagreed with Banner’s proposal. His solicitors conveyed to Banner that “it is crucial that [Mr Ang] chooses the documents to be examined by HSA especially given that it is [Mr Ang’s] signature which is in dispute”⁴.

12 As parties were at an impasse on this issue, this was brought before the court at the 18 November JCC.

⁴ Letter from PDLegal LLC (“PDL”) dated 2 August 2024 at p 2, para 4(b) and p 3, para 2(e).

The Directions

13 At the 18 November JCC, the parties presented the following proposals:

(a) Banner proposed that parties make a joint request to BCS, for 15 signature specimens from the Three JB Companies which both parties are involved in. As noted at [11] above, Mr Ang is a director in these Three JB Companies.

(b) Mr Ang proposed to use 12 signature specimens which he obtained from one of the Three JB Companies.

14 Banner expressed concern with the integrity of the process proposed by Mr Ang. It did not agree with Mr Ang that he had the right to choose the signature specimens, as ss 73 and 75 of the Evidence Act 1893 (2020 Rev Ed) (“EA”) did not provide Mr Ang with such a right. Banner further noted that Mr Ang did not dispute that he was a director in the Three JB Companies, nor that he had signed off on their company documents.

15 Counsel for Mr Ang, Mr Chua Ze Xuan (“Mr Chua”), stressed that the disputed signature must be compared to an authentic signature. Mr Chua submitted that the problem with Banner’s process was that Mr Ang would have no ability to verify the authenticity of the signatures. Mr Chua informed the court that his client was not sure whether he signed certain documents. However, when queried if there would have been certain documents which Mr Ang must have signed for the Three JB Companies, Mr Chua replied affirmatively. When asked if Mr Ang had concerns with the integrity of BCS, Mr Chua replied that he did not have instructions on this. I noted that although Banner’s proposal to request documents from BCS had been canvassed since

15 July 2024,⁵ and that this had been discussed between parties since that date, there had been no mention from Mr Ang of any concern with the integrity of BCS in the correspondence. Furthermore, Mr Ang did not raise such a concern at the 18 November JCC.

16 After considering both parties' positions, I gave the Directions, which I restate as follows:

- (a) Both parties are to work with BCS for a list of least 15 documents, which the parties can agree Mr Ang would clearly have signed.
- (b) The list is to include documents for which Mr Ang has not seen the signatures.
- (c) The parties are to write to BCS within a week, following which, BCS is to respond in three weeks' time. Mr Ang is to provide his position on the list three weeks thereafter.

17 I considered the following points to be important, in my decision to issue the Directions.

18 First, there must be integrity in the process of obtaining signature specimens for the common expert from HSA. The integrity of the process would have been eroded if Mr Ang was allowed to be selective about the signature specimens that were submitted to HSA.

⁵ Letter from PDL dated 2 August 2024 at p 14.

19 Second, the process must allow for authentic signature specimens to be surfaced and identified. In this case, it was not disputed that: (a) Mr Ang was a director in the Three JB Companies identified by Banner; (b) Mr Ang had signed documents in his capacity as a director in these Companies; and (c) counsel for Mr Ang confirmed in court that there would have been certain documents which Mr Ang must have signed as director for the Three JB Companies. In addition, under the directed process, Mr Ang would be allowed to provide his views on the list of documents identified by BCS. Any specific concerns that he had with particular documents could be surfaced then, for the court’s consideration.

20 In an earlier JCC, counsel for Mr Ang had relied on a Malaysian decision, *Tung Kean Hin & Another (as executor for the estate of Tung Leong Geok, deceased) v Yuen Heng Phong (as administrator for the estate of See Ngan Sang @ Lee Ngan Sang)* [2019] 2 MLJ 334 (“*Tung Kean Hin*”). There, the court highlighted that it is pertinent to consider whether a plaintiff was the author of the specimen signatures provided for examination. Given that the specimen signatures will form the basis for the handwriting expert’s comparative analysis, the authenticity of authorship of these specimen signatures are of utmost importance: *Tung Kean Hin* at [61].

21 However, the remarks made in *Tung Kean Hin* did not in any way advance Mr Ang’s case for selecting the signature specimens. The *dicta* there only stresses the importance of ensuring the authenticity of authorship. This was not disputed. The *dicta* does not stand for the proposition advanced by Mr Ang, *ie*, that a particular party has the right to select signature specimens for the handwriting expert’s analysis.

22 Even if Mr Ang contends that he does not seek to *select* the signature specimens (albeit that this is contrary to his stated position: see [11] above), but only to *verify* the authenticity of the signatures, the practical import of what he proposes is that he effectively selects the signature specimens.

23 Section 75 of the EA makes it clear that Mr Ang does not have the right to select the signature specimens. Under this provision, a disputed signature can be compared to a signature which is “admitted or proved to the satisfaction of the court to have been ... made by that person”. In other words, even where a comparison signature is not admitted to, it can nevertheless be used for comparison where it is proved to the court’s satisfaction that it was made by that person.

24 The importance of securing authentic signatures, did not equate to a right for Mr Ang to select the signature specimens to be submitted to HSA. There could be a process which allowed for authentic signatures to be surfaced and identified, *without* permitting Mr Ang to select the relevant signature specimens. Such a process was particularly needed in the present context, where parties had disagreed on the process for selecting specimens for a significant period of time and had remained at impasse. In my judgment, the Directions provided for such a process.

Ensuing Correspondence

25 On 25 November 2024, the solicitors for Mr Ang wrote to the court to state that counsel for Mr Ang, Mr Chua, had misunderstood the Directions made at the 18 November JCC. Counsel was purportedly under the erroneous impression, during the hearing, that Mr Ang would have the opportunity to see the documents included in the list prepared by BCS. Having taken instructions,

the solicitors conveyed that Mr Ang was of the view that he would be unable to recall if he had signed a particular document simply based on the description of the documents, especially since the list would include documents that would have purportedly been signed more than four years ago, *ie*, on or around 3 July 2020. Mr Ang would need to have sight of the corresponding documents to verify whether he had in fact signed them. It was proposed that the Directions be varied, for BCS to provide scanned copies of the documents referred to in the proposed list to parties.⁶

26 I ordered that the Directions were to stand.

27 It was apparent to me that Mr Chua had not misunderstood the Directions made at the 18 November JCC. There was in fact, an exchange over this issue at the JCC. Mr Chua had asked if the list proposed by BCS could include the documents Mr Ang had obtained earlier (see [13(b)] above). Counsel for Banner, Ms Ng Shu Wen, objected to the inclusion of documents where Mr Ang had seen the signatures. I then directed that the BCS list was to include documents for which Mr Ang had not seen the signatures.⁷ For Mr Chua to come back to the court a week later, to say that he had misunderstood the Directions, gives cause for concern. I would remind that while counsels have clients to serve, they are also officers of the court, and that means carrying themselves and executing their duties with integrity.

28 The starting premise of Mr Ang's request to vary the Directions was thus flawed.

⁶ Letter from PDL dated 25 November 2024 at p 2, para 12(a).

⁷ Notes of Evidence for 18 November JCC at p 2.

29 In any event, the process set out in the Directions would first identify a list of documents, after which Mr Ang could provide his views on them. It cannot be ruled out at this stage, that such a list may include documents which Mr Ang must have signed for as a director of the Three JB Companies. Indeed, at the 18 November JCC, counsel for Mr Ang replied affirmatively when asked if there would have been certain documents that Mr Ang must have signed for the Companies in his capacity as director. It is possible that the list of documents proposed by BCS, could include documents which all directors of the company must have signed off on, such as financial statements and/or documents, annual returns, director resolutions or other declarations which are signed off as part of regulatory or corporate governance requirements.

30 Hence, having BCS first identify a list of documents, would provide greater granularity from which Mr Ang could comment on whether he signed off on a particular document.

31 Following receipt of Mr Ang’s comments, it also remains open at that stage, if such is necessary, for the court to direct that Mr Ang is to look at the signatures on the identified documents and to provide his further comments.

32 The process set out above, would provide information from which the court can refer to, if there is a need to assess whether the identified documents should be used for comparison, bearing in mind that s 75 of the EA provides for signatures to be admitted or “proved to the satisfaction of the court to have been ... made by that person”.

Conclusion

33 In a dispute over whether a party has signed off on a particular document, it is important that the comparison signatures used for the handwriting analysis be authentic. However, this does not equate to a right for that party to pick and choose the signature specimens. This is apparent from the regime set out in s 75 of the EA. Where there are comparison signatures that are not admitted to, such signatures may nevertheless be used for the comparison, when proven to the satisfaction of the court that they were made by that person. Relevant information would be needed for such an exercise. The Directions set out a process whereby the authenticity of signatures could be admitted to, or where further information could be provided to assist in assessing if they were indeed made by that person.

Kwek Mean Luck
Judge of the High Court

Jaikanth Shankar, Ng Shu Wen, Waverly Seong and Sumedha
Madhusudhanan (Davinder Singh Chambers) for the claimant;
Chua Ze Xuan and Quek Wen Jiang Gerard (PDLegal LLC) for the
defendant.