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

[2024] SGHC(A) 33

Appellate Division / Civil Appeal No 40 of 2024 (Summons No 41 of 2024)

Between

(1) Huttons Asia Pte Ltd
(2) Ong Jianlong

… *Applicants*

And

Chen Qiming

… *Respondent*

In the matter of Appellate Division / Civil Appeal No 40 of 2024

Between

Chen Qiming

… *Appellant*

And

(1) Huttons Asia Pte Ltd
(2) Ong Jianlong
(3) Wu Lisha

… *Respondents*

Version No 1: 07 Nov 2024 (15:30 hrs)

In the matter of Suit No 234 of 2022

Between

Chen Qiming

… *Plaintiff*

And

(1) Huttons Asia Pte Ltd
(2) Ong Jianlong
(3) Wu Lisha

… *Defendants*

GROUNDS OF DECISION

[Civil Procedure — Stay of proceedings — Appeal]

Version No 1: 07 Nov 2024 (15:30 hrs)

TABLE OF CONTENTS

INTRODUCTION **1**

RELEVANT BACKGROUND FACTS **2**

THE PARTIES' CASES **4**

HUTTONS' CASE 4

MR CHEN'S CASE 6

WHETHER THE APPLICATION TO STAY THE APPEAL SHOULD BE ALLOWED **7**

THE APPLICABLE LAW 7

The ROC 2014 ..... *7*

The ROC 2021 ..... *8*

THE APPLICATION TO STAY THE APPEAL WAS ALLOWED 12

CONCLUSION **16**

Version No 1: 07 Nov 2024 (15:30 hrs)

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Huttons Asia Pte Ltd and another
v
Chen Qiming

[2024] SGHC(A) 33

Appellate Division of the High Court — Civil Appeal No 40 of 2024
(Summons No 41 of 2024)
See Kee Oon JAD
27 September 2024, 15 October 2024

7 November 2024

See Kee Oon JAD:

Introduction

1 AD/SUM 41/2024 ("SUM 41") was an application by the first and second respondents (the "respondents") in the substantive appeal, AD/CA 40/2024 ("AD 40"). They had succeeded before a Judge of the General Division of the High Court (the "Judge") in defending HC/S 234/2022 ("Suit 234") and were awarded costs of $120,000 (all-in) by way of a consent order. The plaintiff in Suit 234 is the appellant in AD 40. As the respondents' costs in Suit 234 were unpaid, they applied in SUM 41 to stay AD 40 pending the payment of costs.

2 After considering the parties' written submissions dated 27 September 2024, I allowed SUM 41 on 15 October 2024. My decision was set out in a minute sheet containing brief grounds that was issued to parties. AD 40, which

had originally been fixed to be heard in November 2024, was adjourned pending the appellant's payment of costs in Suit 234.

3 SUM 41 provided the opportunity to consider O 21 r 2(6) of the Rules of Court 2021 (the "ROC 2021"). This is a new provision which sets out the court's express power to stay an appeal pending payment of the costs below, and which has apparently hitherto not been discussed in any published decisions of the court. I now furnish grounds of decision to elaborate on the reasons for my decision.

Relevant background facts

4 Suit 234 was commenced by the appellant against the respondents on 23 March 2022. The dispute arose out of a property transaction gone wrong.

5 The appellant is Mr Chen Qiming ("Mr Chen"), who purchased a unit in a condominium development known as Lloyd SixtyFive in 2018. Mr Chen is a Chinese national. The first respondent is Huttons Asia Pte Ltd ("Huttons"). The second respondent, Mr Ong Jianlong ("Mr Ong"), is a real estate agent registered with Huttons. The third respondent is Mdm Wu Lisha, Mr Chen's former wife. She is a nominal defendant who was joined in the proceedings on the respondents' application. I will refer hereafter to the appellant as "Mr Chen" and the first and second respondents collectively as "Huttons".

6 It is not necessary for the purposes of SUM 41 to set out the detailed background facts of the dispute in Suit 234. It would suffice to note that Mr Chen claimed against Huttons for fraudulent and/or negligent misrepresentation; breach of contract; negligence; breach of statutory duty; and vicarious liability, arising from their role as his agents in the property

Version No 1: 07 Nov 2024 (15:30 hrs)

transaction. Suit 234 proceeded to trial and was dismissed by the Judge on 17 April 2024.

7 The parties reached an agreement on 10 May 2024 for Mr Chen to pay to Huttons costs of $120,000 (all-in) in relation to Suit 234. On the same day, Huttons' solicitors ("WKW") emailed Mr Chen's solicitors ("FCL"), demanding payment of the agreed costs by 17 May 2024. WKW subsequently emailed FCL again on 20 May 2024, requesting payment by 27 May 2024.[1]

8 Pursuant to the parties' agreement on costs, a consent order was granted by the Judge on 21 June 2024 (the "Costs Order").[2]

9 On 6 August 2024, WKW searched Mr Chen's personal profile on the Accounting and Corporate Regulatory Authority ("ACRA") Bizfile system, which revealed that he was neither a shareholder nor director of any local businesses. On the same day, WKW also searched Mr Chen's residential address at Anchorvale, which was stated as one of his residential addresses in his affidavits filed in Suit 234, and discovered that he did not own that property.[3] However, it was Mr Chen's position that the ACRA search was inaccurate because it was done using his Chinese passport number; a search using his FIN number would show that he has been a director of Long Asia Capital Pte Ltd ("Long Asia") since 19 March 2018.[4]

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1 2nd Affidavit of Ong Jianlong dated 4 September 2024 ("Mr Ong's Affidavit") at paras 6–7.

2 Mr Ong's Affidavit at OJL-12.

3 Mr Ong's Affidavit at paras 10–11.

4 1st Affidavit of Chen Qiming dated 19 September 2024 ("Mr Chen's Affidavit") at paras 6–7 and Tab 2.

Version No 1: 07 Nov 2024 (15:30 hrs)

10 In a bid to enforce the Costs Order, on or around 20 August 2024, WKW emailed FCL to ask if the latter had instructions to accept service of an order for examination of judgment debtor against the Mr Chen. On 21 August 2024, FCL responded, stating that they did not have instructions to accept service.[5] However, FCL did not elaborate on why they did not have instructions on affidavit or in their written submissions for SUM 41 dated 27 September 2024.

11 To date, Mr Chen has not complied with the Costs Order.

The parties' cases

Huttons' case

12 Huttons' case was that Mr Chen was attempting to avoid complying with the Costs Order.

13 First, they argued that Mr Chen was seeking to rely on the law when it was to his advantage and disregarding it when it was not. They sought to draw an analogy with *Lim Poh Yeoh (alias Aster Lim) v TS Ong Construction Pte Ltd* [2017] 4 SLR 789 ("*Lim Poh Yeoh*"), where the plaintiff failed to pay costs as well as the outstanding judgment debt arising from an adjudication determination. The High Court held that there was no reason to believe that the plaintiff was unable to satisfy the *other* outstanding orders of court. It therefore appeared that the plaintiff was using the power of the court when it suited her. A stay of proceedings would not cause her prejudice in the usual way the concept was understood (see *Lim Poh Yeoh* at [13]–[15]).

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5 Mr Ong's Affidavit at para 12.

Version No 1: 07 Nov 2024 (15:30 hrs)

14 Huttons argued that Mr Chen was doing the same.[6] In particular, Mr Chen had concealed his current residential address. He had vacated the Lloyd Road property referred to in his affidavit dated 14 May 2021.[7] The failure to provide his residential address for over three years was contrary to s 173G of the Companies Act 1967 (2020 Rev Ed), as well as O 15 r 19 of the ROC 2021 and Form 31 of Appendix A of the Supreme Court Practice Directions 2021. In these circumstances, granting a stay of the appeal would not prejudice Mr Chen, because of the similarity of his conduct to the plaintiff in *Lim Poh Yeoh*; and because he merely needed to comply with the Costs Order to continue with AD 40.[8]

15 Second, they argued that Mr Chen was deliberately and wilfully refusing to comply with the Costs Order. They relied on the following facts:

(a) Although Mr Chen mentioned his lack of financial stability in his affidavit dated 19 September 2024,[9] this claim may not be legitimate, since it had not been brought up during the parties' negotiations on costs between 30 April 2024 and 10 May 2024.[10]

(b) FCL had refused to accept service of the enforcement papers.[11]

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6 Huttons' Written Submissions dated 27 September 2024 ("Huttons' WS") at paras 4–6.

7 Huttons' WS at para 11.

8 Huttons' WS at para 14.

9 Mr Chen's Affidavit at paras 8–9.

10 Huttons' WS at paras 7–8.

11 Huttons' WS at para 17(a).

Version No 1: 07 Nov 2024 (15:30 hrs)

(c) Mr Chen had taken premeditated steps to conceal his residential address, which demonstrated his intent to obstruct enforcement.[12]

(d) Mr Chen is a foreign national with no known assets in Singapore, making enforcement of the Costs Order more challenging.[13]

16 Huttons contrasted the present matter with *Independent State of Papua New Guinea v PNG Sustainable Development Program Ltd* [2020] 1 SLR 97 ("*PNG*") at [40] and [46], where the Court of Appeal found that there was insufficient evidence establishing that the appellant in the substantive appeal was deliberately and wilfully refusing to pay the outstanding sum, and that there was insufficient evidence that there would be difficulty enforcing the costs orders. It was Huttons' case that unlike the appellant in *PNG*, Mr Chen had been deliberately and wilfully refusing to comply with the Costs Order.[14]

Mr Chen's case

17 Mr Chen emphasised that exceptional circumstances were required to justify a stay of AD 40 (see *PNG* at [24], citing *Roberto Building Material Pte Ltd v Oversea-Chinese Banking Corp Ltd and another* [2003] 2 SLR(R) 353 ("*Roberto*") at [17] and [19]). While the court may exercise its inherent powers (*eg*, under O 92 r 4 of the Rules of Court (2014 Rev Ed) (the "ROC 2014")) to stay an appeal pending payment of the costs below, exceptional circumstances were required. The mere fact that the appellant had the ability to pay the costs below but had not done so was not a special or exceptional reason for a stay to be granted (see *PNG* at [37]).

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12 Huttons' WS at para 17(b).

13 Huttons' WS at para 17(c).

14 Huttons' WS at paras 15–17.

Version No 1: 07 Nov 2024 (15:30 hrs)

18 Mr Chen argued that there were no exceptional circumstances in the present matter. Huttons had knowledge of Mr Chen's residential address in China. They may seek enforcement of the Costs Order in China. Indeed, they had not adduced any evidence of why they may face difficulty enforcing the Costs Order, either in Singapore or in China.[15] Mr Chen argued that Huttons' real complaint was that they would have to commence enforcement proceedings against a foreign judgment debtor.[16] This did not suffice to cross the threshold of exceptional circumstances.

Whether the application to stay the appeal should be allowed

19 Before addressing the substance of the application, I set out the applicable law, which in my judgment has changed given the introduction of the ROC 2021.

The applicable law

The ROC 2014

20 Under the ROC 2014, parties requesting a stay of an appeal pending payment of the costs below had to rely solely on the court's inherent powers, as found in O 92 r 4 of the ROC 2014:

> **Inherent powers of Court (O. 92, r. 4)**
>
> 4. For the avoidance of doubt it is hereby declared that nothing in these Rules shall be deemed to limit or affect the inherent powers of the Court to make any order as may be necessary to prevent injustice or to prevent an abuse of the process of the Court.

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15 Mr Chen's Written Submissions dated 27 September 2024 ("Mr Chen's WS") at para 12.

16 Mr Chen's WS at para 13.

Version No 1: 07 Nov 2024 (15:30 hrs)

21 The court's inherent powers to stay an appeal pending payment of the costs below would be invoked only in special or exceptional circumstances where there was a clear need for it and the justice of the case so demanded, with the twin criteria of prejudice and justice being decisive (see *PNG* at [22]–[24]). The rationale for this was explained in *Roberto* at [17]: the payment of the costs below was generally recoverable under the normal enforcement process (unless there was an order for stay of execution); this had nothing to do with the appeal that was pending. A right of appeal should therefore not be curtailed by circumstances that were extraneous to the appeal; and indeed, the appellate court should not be used as a means to enable the respondent to obtain payment of his costs. As further observed in *PNG* at [37] and [51], the mere fact that the appellant had the *ability* to pay the costs below but had not done so is not a special or exceptional reason for a stay to be granted. Similarly, the mere fact that enforcement proceedings would have to be commenced overseas against a judgment debtor would not be a special or exceptional reason, as this would result in a stay of appeal being granted in almost *all* cases where the appellant resided in a foreign country.

The ROC 2021

22 The substance of O 92 r 4 of the ROC 2014 which relates to the court's inherent powers can now be found in O 3 r 2(2) of the ROC 2021:

> Where there is no express provision in these Rules or any other written law on any matter, the Court may do whatever the Court considers necessary on the facts of the case before it to ensure that justice is done or to prevent an abuse of the process of the Court, as long as it is not prohibited by law and is consistent with the Ideals.

23 However, where applications to stay an appeal pending payment of the costs below are concerned, the court no longer has to rely solely on its inherent

Version No 1: 07 Nov 2024 (15:30 hrs)

powers. This is because O 21 r 2(6) of the ROC 2021 now expressly stipulates that the court has the power to stay appeals pending payment of the costs below:

> **Powers of Court (O. 21, r. 2)**
>
> … (6) The Court may stay or dismiss any application, action or appeal or make any other order as the Court deems fit if a party refuses or neglects to pay any costs ordered within the specified time, whether the costs were ordered in the present proceedings or in some related proceedings.

24 This is a new provision not previously found in the ROC 2014 (see *Singapore Civil Procedure 2024* (Cavinder Bull SC gen ed) (Sweet & Maxwell, 2024) at para 21/2/1 and *Singapore Rules of Court: A Practice Guide* (Justice Chua Lee Ming editor-in-chief; Paul Quan gen ed) (Academy Publishing, 2023) at para 21.006). As observed in *Singapore Court Practice* (Jeffrey Pinsler SC gen ed) (LexisNexis, 2023) at para 21.2.8:

> Order 21 r 2(6) is an ***important new rule*** which empowers the court to 'stay or dismiss any application, action or appeal or make any other order as the Court deems fit if a party refuses or neglects to pay any costs ordered' in the proceedings or in related proceedings. For example, assume that the defendant was ordered to pay costs to the plaintiff in respect of an application. The defendant has refused or neglected to do so. Subsequently, the defendant makes an application or initiates an appeal or brings a related action. The court may exercise its powers under O 21 r 2(6) in respect of the subsequent application, appeal or related action.
>
> [emphasis added]

25 To the best of my knowledge, there have been no published decisions discussing O 21 r 2(6) of the ROC 2021 thus far. There have, however, been decisions relating to O 22 r 2(2)(*f*) of the Singapore International Commercial Court Rules 2021 (the "SICC Rules 2021"), which is worded in substantially similar terms as O 21 r 2(6) of the ROC 2021, and which provides as follows:

Version No 1: 07 Nov 2024 (15:30 hrs)

> **Powers of the Court (O. 22, r 2.)**
>
> … (2) In exercising its power under paragraph (1) [the power to determine all issues relating to the costs of or incidental to all proceedings], the Court may —
>
> > (*f*) stay or dismiss any application, action or appeal or make any other order as it deems fit if a party refuses or neglects to pay any costs ordered within the specified time, whether the costs were ordered in the present proceedings or in some related proceedings.

26 Two such decisions were relevant. First, in CA/SUM 20/2024, the Court of Appeal allowed an application under O 22 r 2(2)(*f*) of the SICC Rules 2021. It ordered the appellant to make full payment of the outstanding costs for related proceedings before the appeal could be heard, but no reasons were given for this decision. The decision itself is however discernible from the Court of Appeal's minute sheet recording its orders. Next, in *The Republic of India v Deutsche Telekom AG* [2024] 1 SLR 56 ("*Deutsche Telekom*") at [37], the Court of Appeal discussed an application filed by the respondent (CA/SUM 12/2023) for the appellant to pay the costs and disbursements awarded in respect of other applications filed in the Singapore International Commercial Court below, and for an order for further security to be made against the appellant. The court ordered costs to be paid by the appellant to the respondent by a stipulated deadline and made no further order as to security. While the court did not expressly refer to O 22 r 2(2)(*f*) of the SICC Rules 2021, the respondent in its application in CA/SUM 12/2023 had referred to, among other statutory provisions, O 22 r 2(2)(*f*).

27 In my judgment, the approaches in CA/SUM 20/2024 and *Deutsche Telekom* – despite being in the context of the SICC Rules 2021 – reflect the court's more robust approach that now prevails in response to an appellant's non-payment of the costs below. This also appears to be in line with the Ideals set out in O 3 r 1(2) of the ROC 2021; in particular, to achieve fair and practical

Version No 1: 07 Nov 2024 (15:30 hrs)

results suited to the needs of the parties. In this connection, an appellant's failure to pay the costs of proceedings at first instance, whilst continuing to pursue appellate proceedings, may be regarded as unfair to its counterparty, who is forced to be out of pocket in defending the appeal despite not having been paid costs for proceedings it was successful in.

28 The express provision for the court's power to stay an appeal pending payment of the costs below, as contained in O 21 r 2(6) of the ROC 2021, now obviates the need to rely on the court's inherent powers, wherein the touchstones of prevention of injustice or abuse of process under O 92 r 4 of the ROC 2014 meant that the powers could be exercised only in special or exceptional circumstances. Indeed, it was observed that the inherent powers of the court should be exercised only when it was "just and equitable to do so and in particular to ensure the observance of the due process of law, to prevent improper vexation or oppression and to do justice between the parties" (see *Roberto* at [16], citing *Wee Soon Kim Anthony v Law Society of Singapore* [2001] 2 SLR(R) 821).

29 Given this express power, I would venture to suggest that less weight should be placed on the pre-ROC 2021 cases, such as *PNG* and *Roberto*, where the threshold was pegged at "special or exceptional circumstances". In particular, the court in *PNG* observed that the following two situations did not amount to special or exceptional circumstances: (a) the fact that the appellant had the ability to pay the costs below but has not done so; and (b) the fact that enforcement proceedings would have to be commenced overseas against a judgment debtor (see *PNG* at [37] and [51]). Given that this threshold is no longer applicable under O 21 r 2(6) of the ROC 2021, the court *may* stay an appeal pending payment of the costs below in those circumstances, provided that the party has refused or neglected to pay the ordered costs. With that being

Version No 1: 07 Nov 2024 (15:30 hrs)

said, I observe that O 21 r 2(6) is not phrased in mandatory terms. Given the use of the word "may", as opposed to "shall", this highlights that the court is vested with the discretion to decide whether to stay an appeal pending payment of the costs below. The court's discretion must of course be exercised judiciously. In my judgment, the situations mentioned in *PNG* may remain useful in being relevant circumstances that the court can take into account in deciding whether to exercise this discretion.

The application to stay the appeal was allowed

30 Having considered the applicable law, I turn to set out the reasons why I allowed SUM 41. I ordered the stay of AD 40 pursuant to O 21 r 2(6) of the ROC 2021, which I found to be the relevant provision, instead of the court's inherent powers as prayed for by Huttons. In my judgment, the court's power under O 21 r 2(6) of the ROC 2021 should indeed be exercised in the present application, primarily for the following three reasons.

31 First, the facts suggested to me that Mr Chen was evading payment. As an appeal does not operate as a stay of execution (see s 45(1) of the Supreme Court of Judicature Act 1969 (2020 Rev Ed)), Mr Chen was obliged to comply with the Costs Order, which the Judge ordered on 21 June 2024 pursuant to the parties' agreement on 10 May 2024, even while AD 40 is pending. However, FCL had refused to accept service for an order for examination of judgment debtor against Mr Chen. FCL claimed that they had no instructions to accept service for examination of judgment debtor proceedings. No explanation was given for why FCL lacked instructions to do so, whether as part of Mr Chen's affidavit dated 19 September 2024, or in Mr Chen's written submissions dated 27 September 2024. In my judgment, this should be construed as a refusal to cooperate on Mr Chen's part.

Version No 1: 07 Nov 2024 (15:30 hrs)

32 After parties were informed of my decision on 15 October 2024, FCL wrote in to court on 16 October 2024 attempting to explain why they had no instructions to accept service for examination of judgment debtor proceedings. Quite apart from this being evidence from the Bar and not affirmed on affidavit, FCL's explanation was ultimately given only after my decision. It does not change the fact that FCL did not provide any satisfactory reasons at the time when SUM 41 was presented for my consideration.

33 Further, even if Mr Chen might suggest that he disputed the quantum of the Costs Order and therefore refused to pay (which he did not), this would not be a satisfactory reason for non-payment. In any case, given that the Costs Order was a consent order which emanated from the parties' agreement, there was no reason for Mr Chen to dispute the quantum.

34 Second, and relatedly, although Mr Chen asserted that his finances had not been stable in recent times (in his affidavit dated 19 September 2024 at paras 8–9), in a bid to explain his failure to comply with the Costs Order, no evidence was adduced to support this assertion. It remained wholly unsubstantiated. While Huttons argued that this assertion should have been raised during the parties' negotiation for the costs of Suit 234, I was of the view that weight should not be given to the timing of this assertion in this case. This was because it may not have been strictly necessary to raise this during the parties' negotiation; Mr Chen should not therefore be faulted for raising this before the court only at this juncture. In my judgment, what Mr Chen should indeed be faulted for was not providing evidence to support his assertion. I did not find Mr Chen's assertion convincing, especially because he appeared to have been able to fund the proceedings in AD 40, which included engaging FCL to defend a prior application (AD/SUM 26/2024) and SUM 41 that Huttons commenced against him, as well as to prepare the cause papers for AD 40. In

Version No 1: 07 Nov 2024 (15:30 hrs)

particular, the Appellant's Case was filed on 18 September 2024 and the Record of Appeal was filed on 23 October 2024, both of which would have been prepared by FCL. This suggested that Mr Chen had the capacity and means to comply with the Costs Order but was simply refusing to do so.

35 In this regard, Huttons sought to persuade me that Mr Chen's deliberate evasion of payment was abusive, much like the plaintiff in *Lim Poh Yeoh* who attempted to "game the system" by picking and choosing orders of court to comply with. I observed that the Court of Appeal in *PNG* considered that *Lim Poh Yeoh* was not on all fours in the context of an application to stay an appeal pending payment of the costs below, because the application to stay proceedings pending payment of the judgment debt and costs in separate proceedings in *Lim Poh Yeoh* arose in the context of the Building and Construction Industry Security of Payment Act (Cap 30B, 2006 Rev Ed), where the object of the regime was of relevance (see *PNG* at [26] and [28]). I did not find it necessary for me to comment on Huttons' submission on this point, let alone to decide on this, because I was deciding SUM 41 on the basis of O 21 r 2(6) of the ROC 2021; I was not relying on *PNG* and the legal principles set out therein.

36 Third, it appeared that Huttons may have to enforce the Costs Order overseas and would face difficulty doing so. Although it was suggested in Mr Chen's written submissions dated 27 September 2024 at para 11 that Mr Chen remains a director of Long Asia, this fact was irrelevant and perhaps even misleading, in so far as Mr Chen himself had confirmed in his affidavit dated 19 September 2024 at para 8 that Long Asia's licence had been returned to the Monetary Authority of Singapore since 2022 and it was not currently in operation. What I gave greater weight to was the fact that Huttons may not know Mr Chen's current residential address. Although it was suggested in Mr Chen's written submissions dated 27 September 2024 at para 12 that Huttons knew

Version No 1: 07 Nov 2024 (15:30 hrs)

Mr Chen's residential address in China, it appeared that Mr Chen's affidavit dated 19 September 2024 was affirmed in Hong Kong. However, no Hong Kong residential address was disclosed. Instead, FCL's office address at Capitol Piazza was stated as his address, in breach of O 15 r 19 of the ROC 2021 and Form 31 of Appendix A of the Supreme Court Practice Directions 2021, which require individuals to state their residential address in affidavits.[17] Mr Chen was blatantly avoiding disclosure of his residential address. Whether or where Mr Chen actually resided in China (including Hong Kong) or even elsewhere was therefore unclear. The irresistible inference was that he was seeking to impede any possible attempts to enforce the Costs Order.

37 To sum up, I found that Mr Chen's attempts to evade payment, as well as the real possibility that Huttons may have to enforce the Costs Order overseas, were sufficient reasons for me to exercise the power in O 21 r 2(6) of the ROC 2021. While I had given less weight to *PNG* in light of the express power stipulated in O 21 r 2(6), I agreed with Huttons that *PNG* was in any event distinguishable.[18] In *PNG*, the Court of Appeal found that that there was insufficient evidence establishing that the State was deliberately and wilfully refusing to pay the outstanding sum, and that there was insufficient evidence that there would be difficulty enforcing the costs orders. In this application however, I was of the view that first, Mr Chen was deliberately and wilfully refusing to pay the outstanding costs. Mr Chen's continued engagement of FCL to prepare for AD 40 and defend the applications filed by Huttons against him, and the lack of evidence adduced to demonstrate why his finances were not stable, suggested to me that this was the case. Second, Huttons would face difficulties in enforcing the Costs Order, especially when I considered that FCL

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17 Huttons' WS at para 13.

18 Huttons' WS at paras 15–17.

Version No 1: 07 Nov 2024 (15:30 hrs)

had refused to accept service; that Huttons did not know Mr Chen's current or most updated residential address(es); and that Mr Chen was a foreign national with no known assets in Singapore who appeared to be residing in Hong Kong presently but whose actual whereabouts remained unclear.

38 In my assessment, allowing Mr Chen to proceed with AD 40 would be inconsistent with the Ideals set out in O 3 r 1(2) of the ROC 2021 and would subvert the goal of achieving fair and practical results suited to the needs of the parties. I therefore exercised the power in O 21 r 2(6) of the ROC 2021 to stay AD 40 pending compliance with the Costs Order.

Conclusion

39 For the reasons set out above, I allowed SUM 41. I ordered Mr Chen to pay to Huttons costs fixed at $8,000 inclusive of disbursements for SUM 41.

See Kee Oon
Judge of the Appellate Division

Lin Hui Yin Sharon and Lim Chong Hian (Withers KhattarWong LLP) for the applicants in AD/SUM 41/2024; and
Clarence Lun Yaodong (Fervent Chambers LLC) for the respondent in AD/SUM 41/2024.

Version No 1: 07 Nov 2024 (15:30 hrs)