

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

[2024] SGHC 35

Registrar's Appeal from the State Courts No 11 of 2023

Between

Lim Jen Lin

... Appellant

And

- (1) Energy Market Company Pte Ltd
- (2) Pan Xingzheng Edric
- (3) Rodyk & Davidson LLP

... Respondents

JUDGMENT

[Civil Procedure — Striking out]

[Constitutional Law — Natural justice — Bias]

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Lim Jen Lin
v
Energy Market Company Pte Ltd and others

[2024] SGHC 35

General Division of the High Court — Registrar's Appeal from the State
Courts No 11 of 2023
Choo Han Teck J
1 February 2024

6 February 2024

Judgment reserved.

Choo Han Teck J:

1 Ms Lim Jen Lin (“Ms Lim”) sued Energy Market Company Pte Ltd (“Energy”) 14 years ago in Suit 4 of 2011. In that case, Ms Lim, an accomplished lawyer who had worked in various firms and companies including Drew & Napier LLC, ChevronTexaco Corporation, and Energy, resigned from Energy in December 2005. In January 2011, she sued Energy in Suit 4 of 2011 for wrongful dismissal, claiming \$200,000 in damages. Suit 4 of 2011 was a protracted action, but came to an abrupt end when Energy applied in HC/SUM 221/2015 (“SUM 221”) for an order in terms of the Offer to Settle by Ms Lim. The main terms were that Energy pays Ms Lim \$200,000 in full discharge of all her claims in Suit 4. Energy, probably drained and wearied, accepted the offer on 7 January 2015.

2 Ms Lim had resisted SUM 221 on the ground that her Offer to Settle had lapsed or withdrawn, but I found that the offer had been accepted and gave judgment on the terms of her offer to settle. Ms Lim appealed against my decision to the Court of Appeal in CA/CA 104 of 2015, but having failed on numerous occasions to meet the deadlines given to her to file the papers for the appeal, the Court of Appeal declared that her appeal was deemed withdrawn. Ms Lim made further attempts to reinstate her appeal but without success.

3 Now, in this new rendition of *Lim Jen Lin v Energy Market Company Pte Ltd*, Ms Lim is suing (in DC/DC 459 of 2022) for the exact same sum of \$200,000. The difference is that she now names the five partners as well as Ang & Partners, the firm, who were her lawyers in the prequel. She is also suing Mr Edric Pan and Rodyk & Davidson LLP who were, and still are (now known as Dentons Rodyk & Davidson LLP), the lawyers for Energy. She claims that she had not been paid under the original order, and therefore, there was a breach of contract by virtue of Energy not complying with the terms of the Offer to Settle and the subsequent court order. She is also suing the lawyers for abetting Energy in their unjust enrichment (in not having paid her).

4 Mr Ong Ying Ping, counsel for Ms Lim, and Ms Audrey Chiang, counsel for Energy, appeared before me on 2 February 2024 on an appeal by Ms Lim from the decision of the Principal District Judge Toh Han Li. Mr Anparasan, counsel for Ang & Partners and its lawyers, attended to hold a watching brief because his clients are not directly concerned with the appeal, as the subject of the appeal was an application by Energy, Mr Edric Pan, and Rodyk & Davidson LLP to strike out the writ of summons in this action. The application was heard by Deputy Registrar Kaur. Ms Lim appealed, and her appeal was dismissed by PDJ Toh from whose decision she now appeals to the High Court.

5 At the hearing on 2 February, Mr Ong made an application that I should recuse myself from hearing this appeal because there are reasonable grounds to believe that there may be an appearance of bias by reason of the fact that I had ruled against Ms Lim in the 2011 action. Mr Ong submitted that DR Kaur and PDJ Toh both held that the action in DC/DC 459 of 2022 was an abuse of the process of court, and thus I would reasonably be thought to be biased were I to hear this appeal against their decisions.

6 Listening to counsel, it became immediately apparent to me what the problem was, and what the solution ought to be — and that does not include filing this new action.

7 The problem that led Ms Lim to file this suit, was that she did not receive the \$200,000 that she was supposed to be paid by Energy. But, Energy had sent not one, but two cheques for that amount. The first cheque was sent after the settlement order, and the second, after her appeal was deemed withdrawn (presumably, the first cheque had expired by that time). Both cheques were sent to Ms Lim’s lawyers, Ang & Partners. It transpired that Ang & Partners informed Ms Lim that the cheque had been received, but they were not handing it to her because she had not paid their legal fees amounting to \$250,000. It appears that nothing happened after that until this action was filed in DC/DC 459 of 2022.

8 Ms Chiang said that neither Energy nor Rodyk & Davidson LLP knew that Ang & Partners had not given the \$200,000 cheque to Ms Lim. She said that they only found out about this recently, after the action commenced.

9 On the above facts which Mr Ong nor Mr Anparasan dispute, the solution is for Energy to issue a fresh cheque for \$200,000 to Ms Lim. That was

what Energy was supposed to do, and what they thought they did. The money would have been written off as far as Energy was concerned. As to Ang & Partners' legal fees, it is for them to sue Ms Lim. It has been six years or more since Ms Lim's case in Suit 4 of 2011 had ended. If Ang & Partners had not pursued their costs against Ms Lim, they may wish to ask themselves whether they would want to do so now. As for Ms Lim, if she is paid her \$200,000, this entire action would have been rendered irrelevant — whether it ought to have been struck out or not.

10 I now return the matter of my recusal. Having heard the submissions of counsel, suit DC/DC 459 of 2022 is virtually akin to asking the court for further directions regarding orders that were unfulfilled. In my view, not only would that not justify my recusal, but I would, in fact, be the most appropriate judge to hear appeals arising from it. However, having now identified the problem and pronounced on what the solution is, I should not hear the appeal on its merits. If the parties are not amenable to the solution as I suggested, then another judge has to hear the appeal. It is for this reason alone, and not that suggested by Mr Ong, that I recuse myself.

11 I will hear the parties on costs when they return on 15 February 2024 for directions, but I suggest that they settle costs amicably by that time.

- Sgd -
Choo Han Teck
Judge of the High Court

Ong Ying Ping and Lee Ming Le (Ong Ying Ping Esq) for the
appellant/plaintiff;
Chiang Ju Hua Audrey and Sim Zhi Quan Sean (Dentons Rodyk &
Davidson LLP) for the 8th to 10th respondents/defendants;
Anparasan s/o Kamachi and Sivakumar Suchetra (WhiteFern LLC)
for the 1st to 3rd and 6th to 7th defendants (watching brief).