1. This judgment DOES NOT need redaction.
2. Redaction HAS NOT been done.

District Judge Chiah Kok Khun
3 November 2025

**IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2025] SGDC 288**

District Court Suit No 2634 of 2020 (Registrar's Appeals Nos 38 and 46 of 2025)

Between

La France Mark Robert

… *Plaintiff*

And

Enermech Pte Ltd

… *Defendant*

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# JUDGMENT

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[Civil Procedure — Plaintiff deliberately and persistently failing to comply with court orders — Breach of "unless orders" — Plaintiff's failure to comply with "unless order" for general discovery of documents —Whether "unless order" for discovery of documents breached — Whether breach of "unless order" was intentional and contumelious — Whether striking out of plaintiffs' action justified]

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# La France Mark Robert
# v
# Enermech Pte Ltd

**[2025] SGDC 288**

District Court Suit No 2634 of 2020 (Registrar's Appeals Nos 38 and 46 of 2025)
District Judge Chiah Kok Khun
21 August, 28 October 2025

3 November 2025 Judgment reserved.

**District Judge Chiah Kok Khun:**

## Introduction

1 The plaintiff is the sole proprietor of a business that provides freight forwarding services.[1] The defendant is a company in the business of mechanical engineering works.[2]

2 The underlying dispute between the parties arose out of freight forwarding services rendered by the plaintiff to the defendant in 2020 for seven shipments (the "Shipments"). The plaintiff commenced this action against the

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1 Statement of Claim at para 1. The plaintiff was initially represented by solicitors, but he has been conducting pursuing this action as a self-represented party since March 2021.

2 Statement of Claim at para 2.

defendant on 4 November 2020 in respect of unpaid invoices issued for the Shipments.

3 On 21 December 2020 the defendant filed its defence to the action. On 8 July 2021, the defendant paid on the claim for unpaid invoices but disputed the claim for contractual interest. On 16 February 2022 the defendant successfully applied to strike out the plaintiff's principal claim on the basis that the invoiced sums had been paid in full.[3] Therefore, what remained of the action was the plaintiff's claim for contractual interest.

4 The plaintiff however took no active steps to move the remaining claim to trial. On 11 March 2025, in view of the lack of progress in the action, the State Courts registry convened a pre-trial conference ("PTC") pursuant to O 34A r 2 of the Rules of Court (2014) ("ROC 2014"). [4] At the PTC the learned Deputy Registrar ("DR") ordered the parties to give general discovery pursuant to O 24 r 1 of ROC 2014, and to file their respective list of documents ("LOD") and affidavit verifying the list of documents ("AVLOD") by 1 April 2025. Inspection of the documents referred to in the LOD was to be conducted by 8 April 2025.[5] The plaintiff did not comply with the order to give general discovery. Instead, he filed a series of applications which essentially were for judgment to be entered against the defendant. In the meantime, extensions of time were given by the court for the plaintiff to comply with the order to give general discovery.

5 By June 2025, the plaintiff has yet to give general discovery. At a further

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3 Minute Sheet for SUM 2196 and SUM 4011 dated 16 February 2022.

4 Notice for Pre-trial conference dated 7 February 2025.

5 Minute Sheet for PTC dated 11 March 2025.

PTC on 1 July 2025, the DR directed the plaintiff to file his LOD and AVLOD by 15 July 2025, with inspection to be conducted by 22 July 2025. This was the third extension of time given in respect of general discovery.[6] The DR also made an order against the plaintiff in the following terms (the "Unless Order"):

> Unless the plaintiff complies with the direction to file and serve his [LOD] and his [AVLOD] by 15 July 2025, the plaintiff's claim in [this action] and the pending applications in DC/SUM 964/2025 and DC/SUM 965/2025 be dismissed, with costs to be paid by the plaintiff to the defendant.

6 He further ordered that should the plaintiff breach the Unless Order, the defendant was to extract judgment without further order and serve it on the plaintiff.

7 On 15 July 2025, which was the deadline for compliance with the Unless Order, the plaintiff filed an affidavit entitled "Affidavit Verifying List of Documents". The DR found that this affidavit did not comply with the Unless Order. The DR allowed the Unless Order to be enforced, and dismissed the action and the pending applications. The DR's grounds of decision are set out in *La France Mark Robert v EnerMech Pte Ltd t/a WTS Global Express* [2025] SGDC 205 (the "GD").

8 The plaintiff appealed against the decision of the DR to impose the Unless Order (Registrar's Appeal No 38 of 2025) and allowing its enforcement (Registrar's Appeals No 46 of 2025) (collectively, the "RAs"). The RAs were argued before me. For the reasons below, I am dismissing the RAs.

**Issues to be determined**

9 The issues to be decided by me in the RAs are as follows:

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6 Minute Sheet for PTC dated 1 July 2025.

(a) whether the Unless Order should have been imposed; and

(b) if so, whether the action should be dismissed for non-compliance with the Unless Order.

## Analysis and findings

### *The legal principles governing unless orders*

10 Caselaw has held that unless orders are a useful tool to ensure the efficient administration of justice. The Court of Appeal held in *Mitora Pte Ltd v Agritrade International (Pte) Ltd* [2013] 3 SLR 1179 ("*Mitora*") at [42] as follows:

> 42 We pause here to note that "unless orders" remain a potent tool for the efficient and prompt administration of justice. It is axiomatic that this is indispensable to the practical realisation of the rule of law. As Auld LJ observed in *Hytec* at 1674–1675:
>
> > Because it is his last chance, a failure to comply will ordinarily result in the sanction being imposed. … This sanction is *a necessary forensic weapon which the broader interests of the administration of justice require to be deployed* unless the most compelling reason is advanced to exempt his failure. … The interests of justice require that justice be shown to the injured party for the procedural inefficiencies caused by the twin scourges of delay and wasted costs. The public interest in the administration of justice to contain those two blights upon it also weighs very heavily. Any injustice to the defaulting party, though never to be ignored, comes a long way behind the other two.
>
> [emphasis in original]

11 Unless orders are therefore recognised to be indispensable to the administration of justice. The interests of justice require that the procedural inefficiencies caused by delay and wasted costs perpetuated by the defaulting party be sanctioned. The public interest outweighs the interests of such defaulting parties. Unless orders remain a necessary device required by the

broader interests of the administration of justice to censure the defaulting party and to prevent injustice to the other party.

12 Turning to the question of the consequences of a breach of such unless orders, the Court of Appeal held at [35]-[36]:

> 35 It is self-evident that the breach of an "unless order" will automatically trigger its specified adverse consequences (see Jeffrey Pinsler SC, *Principles of Civil Procedure* (Academy Publishing, 2013) at para 01.032). The onus will then be on the defaulting party to demonstrate that the breach had not been intentional and contumelious so as to avoid those consequences. The *locus classicus* for this proposition is traceable to Sir Nicolas Browne-Wilkinson VC's decision in *In re Jokai Tea Holdings* Ltd [1992] 1 WLR 1196 ("*In re Jokai Tea Holdings*") at 1203B:
>
> > In my judgment, in cases in which the court has to decide what are the consequences of a failure to comply with an 'unless' order, the relevant question is whether such failure is intentional and contumelious. The court should not be astute to find excuses for such failure since obedience to orders of the court is the foundation on which its authority is founded. But if a party can clearly demonstrate that there was no intention to ignore or flout the order and that the failure to obey was due to extraneous circumstances, such failure to obey is not to be treated as contumelious and therefore does not disentitle the litigant to rights which he would otherwise have enjoyed.
>
> 36 The same criteria has been affirmed in the Singapore courts, notably by this court in *Syed Mohamed Abdul Muthaliff* v *Arjan Bhisham Chotrani* [1999] 1 SLR(R) 361 ("*Syed Mohd*"). However, in *Syed Mohd* the judicial discretion to grant extensions of time was also emphasised by the interpolation that the "intentional and contumelious" test was not exhaustive. The following exposition was offered at [14] of *Syed Mohd*:
>
> > Whether or not the default was 'intentional and contumelious' is not the sole criterion upon which the discretion of the court in deciding whether or not to strike out is exercised. …
> >
> > The *crux of the matter is that the party seeking to escape the consequences of his default must show that he had*

> *made positive efforts to comply but was prevented from doing so by extraneous circumstances.*
>
> [emphasis in original]

13 Therefore, the breach of an unless order will automatically bring upon the defaulting party its adverse consequences. The burden will then lie on the defaulting party to persuade the court that the breach had not been intentional and contumelious so as to avoid the adverse consequences. There is also a notable reminder by the Court of Appeal, in referencing the passage in *In re Jokai Tea Holdings* Ltd [1992] 1 WLR 1196, that obedience to orders of the court is the foundation on which its authority is founded.

14 The usual consequence of the breach of an unless order is a striking-out order. The Court of Appeal emphasised that litigants who commit process breaches will continue to be penalised and are liable to the sanction of having their claim or defence struck out. The Court of Appeal stated as follows at [47]-[48]:

> 47 Finally, we do not think that the more calibrated use of "unless orders" would be translated into a charter for delay, as litigants who commit process breaches will continue to be penalised and remain vulnerable to the ultimate sanction of a striking-out order. It also remains the case that under O 24 r 16(1) of the Rules of Court, an action or defence can be struck out for failure to make discovery of documents even if the defaulting party rectifies his non-compliance. The court's power to strike out an action may be properly invoked in cases involving an inexcusable breach of a significant procedural obligation. It follows that the breach of an "unless order" which compels discovery will be susceptible to such an order. This was the case in *Manilal and Sons (Pte) Ltd v Bhupendra K J Shan* [1989] 2 SLR(R) 603 (at [61]–[63]) and in *Tan Kok Ing v Ang Boon Aik* [2002] SGHC 215 (at [30]), where the documents which were deliberately withheld in breach of "unless orders" pertained materially to the pleadings. In the latter case, Woo Bih Li JC (as he then was) commented at [36] that a failure to disclose need not be continuing before it is capable of attracting a remedial response from the courts, as this would create a moral hazard wherein a defaulter can "quickly offer to make disclosure once his deception has been

> discovered". Such concerns are both legitimate and genuine, and we would add that litigants who have demonstrably conducted themselves in this fashion are likely to conspire to sabotage a fair trial as well. For example, in *Lee Chang-Rung v Standard Chartered Bank* [2011] 1 SLR 337 (at [34]–35]), Tay Yong Kwang J upheld the striking out of the plaintiffs' action for failure to comply with an "unless order" because their conduct did not suggest that they would take their discovery obligations seriously and pursue their claim honestly and fairly.
>
> 48 It is clear beyond peradventure that the court is entitled to look at all circumstances in its assessment of whether the striking-out application should be granted. Indeed, in exceptional circumstances, an action may be struck out even where there might still be a reasonable prospect of a fair trial, as acknowledged in *Singapore Civil Procedure 2013* vol 1 (G P Selvam ed-in-chief) (Sweet & Maxwell Asia, 2013) at para 24/16/1:
>
> > Although the normal prerequisite for the striking out of an action under r.16 is the existence of a real or substantial or serious risk that fair trial will no longer be possible, in cases of contumacious conduct, the deliberate destruction or suppression of a document or the persistent disregard of an order of production would engage the court's jurisdiction and justify a striking out order even where a fair trial was still possible …

15 As seen, the Court of Appeal reiterated that striking out an action is appropriate in cases involving an inexcusable breach of a significant procedural obligation. In this regard, the court is entitled to look at all circumstances in its assessment of whether the striking-out application should be granted. The Court of Appeal went on to state that the breach of an unless order which compels discovery will be susceptible to such an order. Further, in reference to O 24 r 16(1) of the Rules of Court 2014, it was held that an action or defence can be struck out for failure to make discovery of documents even if the defaulting party rectifies his non-compliance. The Court of Appeal also endorsed the striking out of a party's claim for failure to comply with an unless order when its conduct did not suggest that it would take its discovery obligations seriously and hence pursue its claim honestly and fairly. Essentially, the Court of Appeal

was of the view that a litigant who has deliberately withheld discovery is likely to undermine a fair trial of the action as well.

***The plaintiff's intentional and contumelious disregard for the court's findings and directions***

16 With the above legal principles in mind, I return to the present case. It should be noted at the outset that this action was commenced by the plaintiff in 2020. The steps in proceedings taken by parties since the commencement of the action are relevant to the question of whether the Unless Order should be enforced. They go to the question of the conduct of the plaintiff in the prosecution of his claim. For the purposes of the RAs, I highlight some of the steps more worthy of note taken by the plaintiff in the proceedings. The fuller details of the plaintiff's actions are set out in the GD.

17 As alluded to above, the plaintiff's claim was for freight forwarding services rendered in 2020 in respect of the Shipments. The plaintiff contended that the Shipments were governed by his terms and conditions ("plaintiff's T&Cs").[7] Clause 3 of the plaintiff's T&Cs reads as follows:[8]

> The terms are 30 days from the date of the invoice, after this period interest will be charged at 2% per month from verified shipment date and 3% per month after 90 Days – to be compounded on a weekly basis.

18 On 4 November 2020, the plaintiff commenced this action against the

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7 *Ibid* at paras 3, 4, 29 and 31.

8 *Ibid* at para 4.

defendant, which contained the following claims:[9]

(a) a principal sum of $188.471.11 in respect of the unpaid invoices issued for the Shipments;

(b) contractual interest pursuant to clause 3 of the plaintiff's T&Cs; and

(c) an alternative *quantum meruit* claim for the freight forwarding services rendered.

19 The defendant filed its defence on 21 December 2020. On 8 July 2021, the defendant paid a sum of $219,126.11 to the plaintiff, which fully covered the invoices issued for the Shipments.[10] In other words, the principal claim of the plaintiff was fully satisfied. The defendant however rejected the plaintiff's claim for contractual interest, and contended instead that its standard terms and conditions ("defendant's T&Cs") governed the Shipments.[11]

20 What followed were two significant and related steps in the proceedings taken by the parties. The plaintiff applied to strike out the defendant's defence ("SUM 2196"); and the defendant applied to strike out the plaintiff's claim in its entirety ("SUM 4011"). A deputy registrar heard SUM 2196 and SUM 4011, and on 16 February 2022 he struck out the plaintiff's principal and alternative claim as the invoiced sums had been paid in full.[12] He dismissed the plaintiff's application to strike out the defendant's defence. Therefore, what remained of

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9 *Ibid* at paras 29-32.

10 Defence (Amendment No 4) at para 11.

11 *Ibid* at paras 4, 5, 8 and 8A.

12 Minute Sheet for SUM 2196 and SUM 4011 dated 16 February 2022.

the action was the plaintiff's claim for contractual interest.

21 The plaintiff appealed to the District Judge, who upheld the decision of the deputy registrar. The District Judge directed that the plaintiff's claim for contractual interest and the defence to this claim should proceed to trial. His grounds of decision are found in *La France Mark Robert v EnerMech Pte Ltd* [2023] SGDC 82. Unhappy with the decision, the plaintiff then filed an appeal to the General Division of the High Court. On 4 July 2023, a High Court Judge dismissed the plaintiff's appeal, for the reasons given by the District Judge.[13] It would appear that the plaintiff thereafter filed some 53 requests for further arguments before the High Court Judge (none of which was acceded to).

22 About a year later, and despite the clear finality of the court's adjudication on the matter of his claim, the plaintiff filed yet another application on 4 June 2024 to strike out the defendant's defence. A deputy registrar heard the application, and on 23 August 2024 she dismissed the application for being an abuse of process of the court, except for para 13 of the defence which was struck out for serving no purpose.[14] The plaintiff did not appeal this decision.

23 Thereafter, between 2 September 2024 and 4 November 2024, the plaintiff filed another four separate applications seeking to strike out the defence or enter judgment for the plaintiff based on alleged admitted facts. Unsurprisingly, these applications were dismissed by the DR on 23 December 2024 for being an abuse of process of the court.

24 It is seen that up to this point, four years after filing the action, and more than three years after his principal claim has been wholly satisfied, the plaintiff

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13 Minute Sheet for RAS 29 dated 4 July 2023.

14 Minute Sheet for DC/SUM 1051/2024 dated 23 August 2024.

showed no sign that he was prepared to pursue his remaining claim for contractual interest as directed by the court. Consequently, as part of the robust case management regime implemented to handle the high volume of cases filed in the State Courts, the DR convened the PTC on 11 March 2025 to case-manage the action.

25 As alluded to above, at the PTC on 11 March 2025 the DR directed parties to give general discovery, with inspection of the documents disclosed by parties to be conducted by 8 April 2025.[15] The defendant duly filed its LOD and AVLOD on 1 April 2025 and served its LOD and AVLOD on the plaintiff on 2 April 2025.[16]

26 The plaintiff did not comply with the order to give general discovery. He persisted instead with filing applications against the defendant. On 11 and 20 March 2025, he filed two applications ("SUM 469" and "SUM 542"), which in substance were for judgment to be entered against the defendant on the ground of alleged admissions. It is seen that the plaintiff shows no regard for court processes. Instead, he was completely taken up with filing relentless striking out applications against the defendant.

27 In view of the plaintiff's failure to give general discovery as directed, the DR gave fresh directions at a further PTC on 15 April 2025 for the plaintiff to file his LOD and AVLOD by 29 April 2025, and with inspection to be conducted by 6 May 2025.[17] However, not only did the plaintiff not comply with the order to give general discovery, he stated in correspondence to the court that

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15 Minute Sheet for PTC dated 11 March 2025.

16 Affidavit of service of Mohamad Amin Bin Mohamed Ali dated 4 April 2025 at para 3.

17 Minute Sheet for PTC dated 15 April 2025.

he "rejects these directions" and "will not be proceeding to trial with this matter currently".[18]

28 On 15 May 2025, a deputy registrar heard SUM 469 and SUM 542 and dismissed them on the same day.[19] A week later, undiscouraged, the plaintiff filed two further applications ("SUM 964" and "SUM 965"). These applications again sought the striking out of the defence and for judgment to be entered against the defendant. The plaintiff had plainly displayed a singular inability to accept the court's findings on the merits of his case. At the same time, he continued to ignore the court's directions to give general discovery and failed to file his LOD and AVLOD by the extended timeline of 29 April 2025. At a PTC on 27 May 2025, which the plaintiff failed to attend, the DR gave fresh directions for the plaintiff to file his LOD and AVLOD by 17 June 2025, with inspection to be conducted by 24 June 2025.[20] By that point, given the plaintiff's repeated failures to give general discovery, he was warned that an unless order may be made against him to dismiss his claim and any pending interlocutory applications if there was further non-compliance. A registrar's notice containing the court's directions, including the explicit warning, was sent to the plaintiff on 27 May 2025.[21] The next PTC was fixed for 1 July 2025.

29 The plaintiff again did not file his LOD and AVLOD by the deadline of 17 June 2025. Instead, in written submissions filed on 16 June 2025, the plaintiff stated that he "is not proceeding to trial with its claim", and "has never stated or

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18 Plaintiff's additional submission at paras 2 and 16, exhibited in the Other Hearing Related Request filed by the Plaintiff on 29 April 2025 at 4.30 pm.

19 Minute Sheet for DC/SUM 469/2025 and DC/SUM 542/2025 dated 15 May 2025.

20 Minute Sheet for PTC dated 27 May 2025.

21 Registrar's Notice dated 27 May 2025.

claimed that [he is] prepared to move this matter to trial in any way".[22]

30 It would be seen from the foregoing that up to this juncture of the proceedings, the plaintiff's intentional and contumelious disregard for the court's findings and directions has been plain and obvious.

***The plaintiff's breach of the Unless Order was inexcusable***

31 The plaintiff was yet again absent at the PTC on 1 July 2025. As noted by the DR in his GD,[23] when the PTC was to commence, the defendant's solicitors searched for the plaintiff in the State Courts premises as he was seen earlier that afternoon. It transpired that the plaintiff had emailed the registry's general enquiry email at 3.45 pm to state that he had to "abandon" the PTC. It is apposite to set out his email, which was as follows:[24]

> Hi
>
> As urgent matters have come up and we have not heard from any one nor sighted [Silvester Legal].
>
> We have had to abandon this [PTC].
>
> The dates can be set for [SUM 964 / SUM 965]…
>
> The [plaintiff] will have to accept the dates set…

32 The DR, rightly so, proceeded to hear the PTC in the plaintiff's absence (in accordance with O 34A r 6 of ROC 2014). The DR gave the *third* extension of time to the plaintiff to render general discovery. He directed the plaintiff to file his LOD and AVLOD by 15 July 2025, with inspection to be conducted by 22 July 2025. At the same time, he issued the Unless Order against the plaintiff.

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22 Plaintiff's submission filed on 16 June 2025 at paras 1 and 6.

23 Para 23 of the GD.

24 Email from the plaintiff to the registry dated 1 July 2025 (received at 3.45 pm).

For ease of reference, I set it out again as follows:

> Unless the plaintiff complies with the direction to file and serve his [LOD] and his [AVLOD] by 15 July 2025, the plaintiff's claim in [DC 2634] and the pending applications in [SUM 964] and [SUM 965] be dismissed, with costs to be paid by the plaintiff to the defendant.

33 He also ordered that should the plaintiff breach the Unless Order, the defendant was to extract judgment without further order and serve it on the plaintiff. A registrar's notice setting out the directions, the Unless Order, and the reasons for the issuance of the Unless Order was sent to the plaintiff on 2 July 2025.[25] The defendant was also directed to serve a copy of the registrar's notice on the plaintiff.

34 As alluded to above, on 15 July 2025, being the deadline for compliance with the Unless Order, the plaintiff filed an affidavit titled "Affidavit Verifying List of Documents". The DR found that this affidavit did not comply with the Unless Order. The DR allowed the Unless Order to be enforced, and dismissed the action and the pending applications in SUM 964 and SUM 965.

35 In my view, the DR is fully justified in law to impose the Unless Order. As seen above, prior to issuing the Unless Order, the DR had ordered the plaintiff to render general discovery on three separate occasions. These orders were given over a three-month period. A total of three extensions of time were granted to the plaintiff before the Unless Order was imposed. Further, the DR had taken the additional step of issuing a warning that an unless order may be issued against the plaintiff if there was further non-compliance, before doing so. The plaintiff was granted repeated opportunities to comply with the orders to give general discovery, but failed to do so.

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[25] Registrar's notice dated 1 July 2025.

36 As discussed above, it is uncontroverted that in law, the interests of justice require that the procedural inefficiencies caused by delay and wasted costs perpetuated by the defaulting party be sanctioned. The plaintiff was given multiple chances to comply. The law is clear that a failure to comply having been given the opportunities to do so will result in the sanction being imposed. The sanction of the imposition of the Unless Order was necessary in the broader interests of the administration of justice. The public interests plainly outweigh the plaintiff's interest in this case as the defaulting party.

37 As regards the enforcement of the Unless Order and the dismissal of the action, the law is likewise uncontroverted. As discussed above, the breach of an unless order will automatically bring upon the defaulting party its adverse consequences. The burden will then lie on the defaulting party to persuade the court that the breach had not been intentional and contumelious so as to avoid the adverse consequences. It bears repeating that the Court of Appeal emphasised that obedience to orders of the court is the foundation on which its authority is founded. Under the Unless Order, it was the fourth time that the plaintiff had been directed to carry out general discovery. The plaintiff breached the Unless Order and the natural consequence is the striking out of his claim. As noted by the Court of Appeal, litigants who commit process breaches will continue to be penalised and are liable to having their claim or defence struck out.

38 For completeness, I turn to the document entitled "Affidavit Verifying List of Documents" filed by the plaintiff, and which the DR had found to be non-compliant with the Unless Order. As noted by the DR,[26] the applicable requirements for a party's LOD and the AVLOD are set out in O 24 r 3 of ROC

[26] Paras 41-45 of the GD.

2014, which are as follows:

(a) A LOD must be in Form 37 of the ROC 2014, and must enumerate the documents in a convenient order, and describe them sufficiently to enable them to be identified: O 24 r 3(1) of ROC 2014.

(b) Proper listing of documents enables: (i) the other party to ascertain and request for those it wishes to inspect; and (ii) the court to determine whether the parties have complied with their discovery obligations.

(c) The general practice is for documents to be listed individually. In exceptional cases, a party may choose to enumerate and describe bundles instead of listing individual documents where documents are of the same nature, provided that each bundle of documents is sufficiently described.

(d) An AVLOD must be in Form 38 of the ROC 2014: O 24 r 3(3) of ROC 2014.

39 As noted by the DR, the plaintiff's list of documents contained broad categories of documents of an assorted nature over a 12-year period, including email communications and shipping documents and invoices. To fully appreciate the inadequacy of such a listing, it is necessary to reproduce the plaintiff's listing of documents. The DR has done so in his GD, and it is set out below:

| S/NO | DATE | Description |
|---|---|---|
| 1 | 2013-Present | Email communications between Plaintiff and Defendant - Varioius |
| 2 | 11/01/13 | Plaintiffs Credit terms and conditions - signed |
| 3 | 11/01/13 | Defendants acceptance and signed return of agreement. |
| 4 | 2013-Present | Shipping invoices / Supporting Docs - BL / AWB - Commercial invoice, etc. - Various |
| 5 | 2020-Present | Court Submissions by Plaintiff and Defendant and Supporting Docs. - Various |
| 6 | 2020-Present | Government communications - information / directions - various |

40 The format of the plaintiff's list was non-compliant with Form 37 of the ROC 2014 and also did not state a time and place for inspection. Further, as seen in the plaintiff's listing above, the defendant would not be able to determine what documents to inspect. Moreover, the plaintiff's document also failed to comply with Form 38 of the ROC 2014, and did not include the requisite statement that the plaintiff understood the consequences of failing to comply with his discovery obligations.

41 In view of the above, I agree with the DR that the plaintiff has failed to file a compliant LOD and AVLOD.

42 In my view, the plaintiff has shown a singular disregard for the rules of procedure and directions of the court. This blatant disregard is manifested throughout these proceedings. It is a course of conduct that cannot be ignored. Such persistent brazen behaviour plainly constitutes contumelious conduct in law. As noted by the DR,[27] it is apparent that the plaintiff was focussed only on advancing his applications to obtain judgment or striking out. He otherwise would not comply with procedural orders to progress the action towards trial. I agree with the DR that the way in which the plaintiff had pursued the action was an abuse of process.

43 I would add that the fact that the plaintiff is a self-represented party is not an excuse for his total disregard of court's directions. These directions were clear and uncomplicated. It is plain that not only did the plaintiff comprehend these directions, but he had also openly declared that he would not abide by them.[28] Further, the plaintiff has been litigating this action for five years, and as

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27 Para 38 of the GD.

28 Paras 17, 20 and 22 of the GD,

a self-represented party for almost four years. In the course of which the plaintiff has filed no fewer than three appeals to the High Court. It clearly cannot be said that he is unfamiliar with the significance of court orders and directions; and the importance of complying with them. Plainly, no argument can be made for making any allowance or showing greater indulgence to the plaintiff's conduct on account of him being unrepresented. By all account, it is clear that the plaintiff has been bent on proceeding with this action by his own rules.

44 In my view, there is no reasonable prospect of a fair trial given all that has gone on in relation to the breach of the Unless Order by the plaintiff. As held by the Court of Appeal in *Mitora* at [48], the court is entitled to look at all circumstances in its assessment of whether the action should be struck out. In fact, it was held that in exceptional circumstances, an action may be struck out even where there might still be a reasonable prospect of a fair trial. Further, it was held that an action can be struck out for failure to make discovery of documents *even if* the defaulting party rectifies his non-compliance. In the present case, as seen above, up to the imposition of the Unless Order, the plaintiff's intentional and contumelious disregard for the court's findings and directions was already plain and obvious. At that point, four years after filing the action, and more than three years after his principal claim has been wholly satisfied, the plaintiff showed no sign that he was prepared to pursue his remaining claim for contractual interest as directed by the court. The plaintiff was then granted repeated opportunities to comply with the orders to give general discovery but failed to do so. Even after the imposition of the Unless Order, the plaintiff was content to file a wholly non-compliant LOD and AVLOD. The plaintiff did not rectify his non-compliance despite being given a final chance. The plaintiff's breach of the Unless Order was clearly intentional and contumelious. The plaintiff's conduct does not suggest that he would take his discovery obligations seriously and pursue his claim fairly. There is

therefore plainly no reasonable prospect of a fair trial in the present case.

45 In another Court of Appeal decision, *Syed Mohamed Abdul Muthaliff v Arian Bhisham Chotrani* [1999] 1 SLR(R) 361, it was held that the court should exercise its discretion whether to grant an extension of time for compliance with an unless order in light of all the circumstances. The facts of each case should be scrutinised, and previous cases were mere guidelines, not conditions precedent. Again, it was held that the question to be decided is whether the failure to adhere to the unless order was intentional and contumelious. In the present case, in view of the intentional and contumelious breach of the Unless Order, there can be no question of an extension of time being granted for compliance with the Unless Order.

46 As for the prejudice caused to the defendant by the plaintiff's breach of the Unless Order, it speaks for itself. The inordinate and deliberate delay caused by the plaintiff's disregard for directions of the court has kept the defendant under the long shadow of this action for five years. Within eight months of the plaintiff commencing this action the defendant paid the principal amount of the claim. It has been four years since, and the plaintiff showed no interest in progressing his remaining claim for contractual interest. Time and costs are being run up in the meantime. There is no reason why the plaintiff should be allowed to continue subjecting the defendant to his inexplicable conduct.

47 In view of all of the foregoing, I uphold the DR's imposition of the Unless Order; and the dismissal of the action for non-compliance with the Unless Order.

**Conclusion**

48 It follows from the above that the RAs should be dismissed; and I so order.

49 There is no reason for costs not to follow the event in this case. As for the quantum of costs, the relevant costs range provided in App H, Pt V, of the State Courts Practice Directions 2021 is $1,000 to $5,000, in respect of registrar's appeal. After considering the respective submissions on costs, the amount of work done, the time spent by parties, and the issues involved in the RAs, I fix costs at $5,000 (inclusive of disbursements) in total to the defendant. The costs orders given by the DR are to stand.

Chiah Kok Khun
District Judge

plaintiff in person;
Mr Walter Ferix Silvester and Mr Ng Yan Hao Tyler (Huang Yanhao) (Silvester Legal LLC) for defendant.