1. This judgment DOES NOT need redaction.

DEPUTY REGISTRAR
ANDREW TAN SHAO WENG
10 December 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 320

District Court Suit No 899 of 2025
Summons No 1500 of 2025

Between

(1) Ronald Setiawan

… *Claimant*

And

(1) Hun Ming Kwang

… *Defendant*

GROUNDS OF DECISION

[Summary Judgment] – [Conditional leave to defend]

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Ronald Setiawan

V

Hun Ming Kwang

[2025] SGDC 320

District Court Suit No 899 of 2025

Summons No 1500 of 2025

Deputy Registrar Andrew Tan Shao Weng

8 October 2025

10 December 2025

Deputy Registrar Andrew Tan Shao Weng:

1 DC/SUM 1500/2025 is an application by the claimant for summary judgment in relation to DC/OC 899/2025, pursuant to Order 9, Rule 17 of the Rules of Court 2021 ("ROC"). I granted conditional leave to defend pursuant to O9 r17(7)(d) of the ROC – the condition being that the defendant pay into court the sum of $80,000 by 5 November 2025. I explain my decision below.

Brief facts

2 DC/OC 899/2025 is a claim for return of monies by the defendant who was the sole proprietor of Divine Mastery Consultancy. Through this entity, he conducted courses "centred on innerwork, processwork (sic), coaching issues removal, personal mastery and consciousness training". [1] The claimant was a student of the defendant. During this relationship the claimant – in May 2024 – transferred S$38,434.41 ("the statue sum") to the latter for the purchase of a statue. In addition, in July and August 2024, the claimant paid S$330,000 ("the course fee"), in two tranches, to the defendant. According to the claimant, the course fee was in consideration for courses to be conducted from 2024 to 2026. The defendant, on the other hand, contends that the said sum was for personal training conducted in 2024 and the purchase of two items.

3 There is no written agreement between the parties. However, it is undisputed that the monies stated in [2] above were paid by the claimant to the defendant. In seeking return of the monies, the claimant contended that the statue was never purchased by the defendant. Further, as the claimant "decided not to proceed with [the courses]",[2] he is entitled to a refund of the course fees. In pursuing DC/OC 899/2025, the claimant limited the quantum of his claim to S$250,000, being the limit of the District Court's jurisdiction.[3]

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1 Affidavit of Hun Ming Kwang dated 20 August 2025.

2 Statement of Claim ("SOC") at [13].

3 [14(a)] of the SOC.

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Parties' positions on DC/SUM/1500/2025

In respect of the statue sum

4 While parties agree that the statue sum was transferred by the claimant to the defendant for the purchase of a statue they differ as to the objective of the purchase. The claimant avers that the statue was meant to be gifted to a third-party religious institution, while the defendant contends that it was meant as a gift to himself from the claimant. Regardless of its intended beneficiary, the material contention lies in whether the statue was purchased. In this regard the claimant alleged that his requests for confirmation – from the defendant – of the statue's purchase went unanswered. Specifically, the claimant alleged that the defendant "was not forthcoming and deflected [his] queries". [4]

5 The defendant contends that the statue was purchased, and that it was meant as a gift from the claimant to him personally. To support his contention that the purchase had taken place, the defendant furnished a document said to be a receipt – dated 22 December 2023 – which was written in the Thai language. The document was untranslated, and its image unclear. However, two factoids may be gleaned from it:

(a) There are three items on the invoice with individual values ascribed to them at 90,000.00; 89,000.00 and 990,000.00 respectively; and

(b) The aforementioned values appeared to be totalled at the bottom left of the invoice at 1,169,000.00.

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[4] Affidavit of Ronald Setiawan dated 1 August 2025 at [18].

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6 The defendant also enclosed a Facebook Messenger conversation, which purportedly demonstrates that an overseas transfer, in consideration for the statue, had taken place. The relevant messages read as follows:

> Hi
>
> The bank just sent me an email.
>
> Fr DBS: A DBS Remit to Thailand of THB 1,249.00.00 from A/C ending 9374 to Wasan Chongwattanapisan (A/C ending 8888) was sent successfully. If unauthorised, call DBS hotline.

In respect of the course fee

7 The claimant contends that half of the course fee was for private training courses to be conducted by the defendant from 2024 to 2025, with the remaining half in consideration for the same from 2025 to 2026. Having decided not to undergo the training courses, he seeks a refund.

8 The defendant's position is that consideration for the payment of the course fee was fulfilled by way of personal training conducted in Florida for the claimant during a retreat in July 2024, and the purchase of a crystal orgonite top and a drum. The personal training cost S$165,000, and the crystal orgonite top and the drum of the same value as the personal training. According to the defendant the claimant enrolled in an "intensive class", costing S$50,000, which was conducted in Florida between 28 to 31 July 2024. It was during this retreat in Florida that the claimant underwent additional training – upon his own request – which cost S$165,000.

9 With regards to the crystal orgonite top, the defendant avers that its purchase was made at the request of the claimant. In addition, the claimant requested that it be sent to an address in Arkansas, the United States of

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America.[5] To fulfil this request, the claimant allegedly passed the crystal orgonite top to an assistant at the retreat by the name of Pei Ying, who – together with another individual by the name of Tan Li Lin – shipped the item using the services of UPS.

The law

10 The law on summary judgment is trite. In order for a claimant to obtain summary judgment, he or she first has to establish a prima facie case. Upon such establishment, the defendant then bears the burden of establishing that he or she has a bona fide defence: *Riztland Investment Pte Ltd v Grace Management & Consultancy Services Pte Ltd* [2014] 2 SLR 1342 (at [43]-[44]).

11 As for grant of conditional leave to defend, the text of O9 r17(7)(d) of the ROC is instructive, and it reads: The Court may – (d) grant permission to defend to the defendant with conditions if the defence or any issue raised therein is of a dubious nature. Singapore Civil Procedure 2021 vol 1 (Cavinder Bull gen ed) (Sweet & Maxwell, 2021) ("Singapore Civil Procedure") at para 9/17/1 elaborates on the purport of O9, r 17(7)(d) as follows:

> Rule 17(7)(d) mirrors O.14, r.4(1) of the Rules of Court 2014. The Court is given powers to attach conditions when granting permission to defend.
>
> A condition of paying some or all of the money or damages claimed into Court, or giving security, is imposed where there is a good ground in the evidence for believing that the defence set up is a sham defence or the Court "is prepared very nearly to give judgment for the plaintiff" (Wing v. Thurlow (1893) 10 TLR 53).
>
> …
>
> Permission to defend conditional on the full amount claimed being paid into Court may be ordered where the defence is "shadowy" (per Lord Denning M.R. in Van Lynn Developments

[5] Affidavit of Hun Ming Kwang dated 20 August 2025 at [31].

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> Ltd. v. Pelias Construction Co.) or there is little or no substance in it or the case is almost one in which summary judgment should be ordered (Ionian Bank Ltd. v. Couvreur [1969] 1 WLR 781; [1969] 2 All ER 651, CA (Eng); followed in Sungei Way Leasing Sdn. Bhd. v. Sena Land Development Sdn. Bhd. [1989] 3 M.L.J. 37).

My decision

12 The claimant has clearly established a prima facie case, and I find that several aspects of the defendant's defence lack substance. I elaborate.

13 In respect of the statue sum, parties are at idem insofar as the claimant having transferred the said sum to the defendant for the latter to purchase a statue. The claimant's case is that the defendant did not purchase the statue, while the defendant's defence is that the purchase was made. The claimant's prima facie case has been established by the fact that he made the monetary transfer, for the undisputed purpose of the purchase of a statue, to the defendant.

14 The evidence advanced by the defendant is wanting in several respects. Simply put, the documentary evidence provided by the defendant is equivocal in some respects and contradictory in others. The blurry document (which the defendant asserts to be a receipt) submitted is untranslated. The only discernible aspect of the document which is of probative value to the defendant's defence is the value 990,000.00 which appears on it. This value is significant as the claimant stated that the price of the statue, as informed by the defendant, was THB 990,000.[6] However given that the document is untranslated, I am unable to determine if it is indeed a receipt as characterised by the defendant – much less a receipt for the specific item in dispute. Another troubling aspect of the defendant's defence vis-à-vis the statue sum is that the monetary transfer –

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6 Affidavit of Ronald Setiawan dated 1 August 2025 at [16]; and affidavit of Hun Ming Kwang dated 20 August 2025 at [31].

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supposedly in consideration for the statue – by the defendant does not comport with any of the values listed in the document described by him to be a receipt. As discussed at [5] – [6] above, the remittance was for the sum of THB 1,249,000 while the total value on the "receipt" was 1,169,000. In other words, the money remittance does not appear to be for payment of the sum in the "receipt".

15 Further, I note that the defendant did not furnish any photographic evidence of the statue in question. This absence is troubling, as the defendant could have easily provided such evidence – given that his defence is that the statue was a gift *to him* by the claimant. Presumably, he ought to be in possession of the said item.

16 With respect to the course fee, the claimant enclosed a bank statement at p. 115 of his affidavit with two entries dated 31 July and 1 August 2024. These represent transfers to the defendant (via his business Divine Mastery Consultancy) of S$165,000 each. Crucially, the transfers were labelled "PrivateTraining2024-2025" and "PrivateTraining2025-2026". This bank statement is corroborative of the claimant's pleaded case – that the course fee was for courses to be conducted from 2024 to 2026. In my view, the claimant clearly has established a prima facie case vis-à-vis the course fee.

17 The defendant, on the other hand, has provided no evidence to support his bare assertion that additional training sessions were conducted for the claimant in consideration for S$165,000. That said, the defendant asserted – with some photographic evidence – that a ceremonial drum and an orgonite top was bought at the behest of the claimant, in consideration for S$165,000.

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Conclusion

18 For the reasons above, conditional leave to defend is an appropriate outcome. In arriving at this decision, I am cognisant of the need to consider the appropriateness of the financial condition to impose. In Singapore Civil Procedure at para 9/17/1, the authors stated:

> When granting conditional permission to defend, the court is required to consider all the circumstances, which include the financial circumstances of the defendant, and for practical purposes, should not impose a condition, for example, the payment into Court of such a sum of money as would make fulfilment of the condition impossible and that impossibility was known or should have been known to the court by reason of the evidence placed before it (Bakery Mart Pte. Ltd. (in receivership) v. Sincere Watch Ltd. [2003] SGCA 36; M.V. Yorke Motors (a firm) v. Edwards [1982] 1 WLR 444; [1982] 1 All ER 1024, HL, applied in Chin Tyng Lei v. Lim Yoon Ngok [2006] SGHC 104 at [23]).

19 Imposing a condition that the defendant pay $80,000 into Court is not onerous in view of the following. First, it represents less than a third of the total quantum ($250,000) of the claim. Second, given the recency of the money transfers amounting to almost $400,000 from the claimant to the defendant, the latter would be hard pressed to claim impecuniosity. In this regard, even if the sums of $38,434.41 and $165,000 were expended in obtaining the statue, drum and orgonite top, the defendant would have retained $165,000 as course fees paid to him in Jul-Aug 2024.

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Andrew Tan Shao Weng
Deputy Registrar

Darren Tan Tho En and Lim Xiang (Invictus Law Corporation) for the plaintiff;
Nicholas Leong Wen Jia (Nine Yards Chambers LLC) for the defendant

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