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

[2025] SGHCR 26

Originating Claim No 107 of 2024 (Summonses Nos 1318 and 1319 of 2025)

Between

(1) Exchange Union Company
(2) Shanghai Huiyin Group Co Ltd
(3) Shanghai Shengyi Information Network Co Ltd
(4) Wo Wei Dong

… *Claimants*

And

(1) Wo Qi
(2) Sun Hongmin
(3) Digital Finance Group Company
(4) Smart River Investments Limited
(5) Gate Group
(6) Payward Ventures Inc
(7) Nest Services Limited
(8) Persons Unknown
(9) W3 Cap Holding Co Ltd
(10) Create Fortune Pte Ltd
(11) Jumbo Access Investments Limited
(12) Wo Quan

… *Defendants*

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GROUNDS OF DECISION

[Civil Procedure — Service — Substituted service out of jurisdiction]
[Civil Procedure — Service — Setting Aside]
[Civil Procedure — Service — Personal service on foreign company through Singapore-based officer]

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Exchange Union Co and others
v
Wo Qi and others

[2025] SGHCR 26

General Division of the High Court — Originating Claim No 107 of 2024
(Summonses Nos 1318 and 1319 of 2025)
Chong Ee Hsiun AR
10 June, 9, 11 July 2025

5 August 2025

Chong Ee Hsiun AR:

Introduction

1 HC/SUM 1318/2025 ("SUM 1318") and HC/SUM 1319/2025 ("SUM 1319") were summonses to set aside substituted service orders, and the service of cause papers pursuant to the said orders, taken out by two defendants in HC/OC 107/2024 ("OC 107"). These summonses provided an opportunity for consideration of two interesting legal questions: (a) the limits of the exceptions to the rule set out in *Consistel Pte Ltd and another v Farooq Nasir and another* [2009] 3 SLR(R) 665 ("*Consistel*"), which required a claimant to seek permission to serve the originating claim out of jurisdiction before resorting to substituted service where a defendant had left Singapore prior to the issuance of the originating claim against him; and (b) the issue of whether substituted

service *within jurisdiction via* posting of cause papers to an officer of a foreign company constituted good personal service on said foreign company.

Background

2 OC 107 was, in many respects, a dispute between family members. OC 107 was commenced on 20 February 2024 against the first to eight defendants.[1] Of the four claimants (the "Claimants") in OC 107, only one was a natural person, namely the fourth claimant, Mr Wo Wei Dong. The first defendant, Ms Wo Qi, was Mr Wo Wei Dong's daughter.[2] The second defendant was Mr Wo Wei Dong's wife.[3] The 12th defendant, Mr Wo Quan, was Mr Wo Wei Dong's son.[4] The 11th defendant ("Jumbo") was a company incorporated in the British Virgin Islands ("BVI") in which Mr Wo Quan was sole director.[5] The rest of the claimants and defendants in OC 107 did not play any major role in SUM 1318 and SUM 1319, and will be introduced in these grounds of decision only where relevant.

3 On 16 July 2024, Jumbo and Mr Wo Quan, along with Create Fortune Pte Ltd, were added as defendants to OC 107.[6]

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1 12th Defendant's Bundle of Documents for HC/SUM 1318/2025 ("12DBOD") at p 6.

2 12DBOD at p 79, para 7.

3 12DBOD at p 80, para 8.

4 Second Affidavit of Mr Wo Quan dated 13 May 2025 ("2JWQ") at para 1.

5 Third Affidavit of Mr Wo Quan dated 13 May 2025 ("3JWQ") at paras 1 and 6 and Tab 3.

6 11th Affidavit of Mr Wo Wei Dong dated 4 June 2025 ("11WWD") at para 10 and Tab 2.

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4 On 17 September 2024, the Claimants filed HC/SUM 2666/2024 ("SUM 2666"), seeking, amongst other things:[7]

> … leave to serve a sealed copy of the Originating Claim (Amendment No. 3) dated 16 July 2024 and the Statement of Claim (Amendment No. 1) dated 16 July 2024, together with a sealed copy of the Order of Court for substituted service to be made herein (collectively, the "Cause Papers"), on (a) the 11th Defendant, by serving a copy of the Cause Papers on the 12th Defendant in his capacity as the sole director and officer of the 11th Defendant; and (b) the 12th Defendant personally, through the following means of substituted service:
>
> > i. by posting on the front door of the last known residential addresses of the 12th Defendant, being [an address at Beach Road, Singapore (the "South Beach Address")];
> >
> > ii. by sending the Cause Papers in Portable Document Format by way of a private message on the virtual messaging platform Telegram to the username [@xxxxeswo];

5 An assistant registrar granted the Claimants' prayers in SUM 2666 on 18 September 2024 and the assistant registrar's orders were extracted as HC/ORC 4774/2024 ("ORC 4774").[8]

6 On 20 September 2024, service was purportedly effected on Jumbo and Mr Wo Quan. The memorandum of service filed by the Claimants indicated that the Originating Claim (Amendment No. 3) in OC 107 dated 16 July 2024, the Statement of Claim (Amendment No. 1) in OC 107 dated 16 July 2024 and ORC 4774 (collectively, the "Cause Papers") were served on Jumbo by serving a copy of the Cause Papers on Mr Wo Quan in his capacity as the sole director and officer of Jumbo, by posting a copy of the Cause Papers on the front door of an address at Beach Road, Singapore (the "South Beach Address") pursuant to

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7 11WWD at Tab 3.

8 11WWD at Tab 4.

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ORC 4774.[9] The memorandum of service also indicated that the Cause Papers were served on Mr Wo Quan by way of substituted service in accordance with ORC 4774 by: (a) posting a copy of the Cause Papers on the front door of the South Beach Address; and (b) sending a copy of the Cause Papers to Mr Wo Quan, by way of a private message sent on the virtual messaging platform Telegram to a username specified in ORC 4774 ("@xxxxeswo").

7 On 13 May 2025, Mr Wo Quan applied *via* SUM 1318 to set aside:[10]

(a) ORC 4774, in so far as the Claimants were granted permission to effect personal service of the Cause Papers on Mr Wo Quan by substituted service; and

(b) the service of the Cause Papers on Mr Wo Quan by posting the Cause Papers on the front door of the apartment at the South Beach Address on 20 September 2024; and transmitting the Cause Papers *via* Telegram to the username "@xxxxeswo" on 20 September 2024.

8 Similarly, on 13 May 2025, Jumbo applied *via* SUM 1319 to set aside:[11]

(a) ORC 4774 in SUM 2666, in so far as it granted the Claimants permission to effect personal service of the Cause Papers on Jumbo by way of substituted service on Mr Wo Quan in his capacity as the sole director and officer of Jumbo; and

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9 2JWQ at Tab 2.

10 HC/SUM 1318/2025.

11 HC/SUM 1319/2025.

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(b) the service of the Cause Papers on Jumbo by posting the Cause Papers on the front door of the apartment at the South Beach Address on 20 September 2024.

Overview of parties' cases

9 Mr Wo Quan challenged the validity of ORC 4774 on grounds that he had, on his case, permanently left Singapore in March 2024, before being added as a defendant in OC 107 on 16 July 2024. He claimed that he had permanently relocated to Greece, and did not receive any of the Cause Papers that were purportedly served on him through substituted service. On Mr Wo Quan's case, the Claimants' substituted service application in SUM 2666 was fundamentally defective as they had failed to obtain prior permission for service of the Cause Papers out of jurisdiction.

10 Jumbo challenged the validity of ORC 4774 on grounds that it was indisputably a foreign company, on which personal service required the court's grant of permission in an application for service out of jurisdiction under O 8 r 1 of the Rules of Court 2021 ("ROC 2021"). However, the Claimants did not obtain any such permission under O 8 r 1 of the ROC 2021 and also never attempted personal service of the Cause Papers on Jumbo.

11 The Claimants contended that ORC 4774 was valid and ought not to be set aside.

(a) As against Mr Wo Quan, the Claimants submitted that the evidence suggested that he continued to remain resident in Singapore after March 2024, such that substituted service of the Cause Papers on him within jurisdiction was valid. Furthermore, the Claimants submitted that, even if it was accepted that Mr Wo Quan had left Singapore

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permanently in March 2024, his departure was meant to evade service of court papers on him, which justified an application for substituted service without first applying for service out of jurisdiction.

(b) As against Jumbo, the Claimants argued that the Cause Papers were validly served on it *via* substituted service on Mr Wo Quan as Jumbo's sole director, because such service was valid service on any entity (including foreign companies) under O 7 r 2(1)(*b*) of the ROC 2021.

General framework of the law on service

12 The general law on service requirements under the ROC 2021 had been amply canvassed in *Guanghua SS Holdings Ltd v Lim Yew Cheng and another* [2023] SGHCR 7 ("*Guanghua*") at [29]–[40]. The framework of the law on service out of Singapore under the ROC 2021 had also been helpfully summarised in *Luckin Coffee Inc v Interactive Digital Finance Ltd and others* [2024] 1 SLR 254 at [14]. I gratefully adopted the observations on the law made by these courts.

13 The following principles of law were of especial salience to SUM 1318 and SUM 1319:

(a) Section 16 of the Supreme Court of Judicature Act 1969 (2020 Rev Ed) ("SCJA") set out the general civil jurisdiction of the General Division of the High Court ("GDHC"). In particular, s 16(1)(*a*) of the SCJA provided that the GDHC had jurisdiction to hear and try any action *in personam* where the defendant was served with an originating claim or any other originating process in accordance with, amongst other

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rules, the ROC 2021. For reference, s 16 of the SCJA provided as follows:

> **Civil jurisdiction — general**
>
> **16.**—(1) The General Division has jurisdiction to hear and try any action in personam where —
>
> (*a*) the defendant is served with an originating claim or any other originating process —
>
> (i) in Singapore in the manner prescribed by Rules of Court or Family Justice Rules; or
>
> (ii) outside Singapore in the circumstances authorised by and in the manner prescribed by Rules of Court or Family Justice Rules; or
>
> (*b*) the defendant submits to the jurisdiction of the General Division.
>
> (2) Without limiting subsection (1), the General Division has such jurisdiction as is vested in it by any other written law.

(b) Order 7 ROC 2021 set out rules for service and substituted service in Singapore.

(c) Order 8 ROC 2021 set out rules for service out of Singapore. *Janesh s/o Rajkumar v Unknown Person ("CHEFPIERRE")* [2023] 3 SLR 1191 ("*Janesh*") at [87]–[91] clarified that, while O 8 of the ROC 2021 did not contain an express provision providing for substituted service out of Singapore, substituted service out of jurisdiction was permissible.

(d) Following the case of *Consistel* at [30], where a defendant had left Singapore before the originating process was issued, a claimant would have to first seek permission to serve the originating process out of jurisdiction before resorting to substituted service out of jurisdiction (see also *Guanghua* at [39]). This rule will hereinafter be referred to as

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the *Consistel* Rule. The *Consistel* Rule was subject to certain exceptions, which I will discuss later.

Issues

14 The following issues arose for my decision:

(a) Issue 1: When Mr Wo Quan was added as a defendant to OC 107, had he left Singapore permanently?

(b) Issue 2: When Mr Wo Quan left Singapore, was there sufficient evidence for this court to conclude that he left Singapore in anticipation that legal proceedings would be initiated against him, such as to fall within an exception to the *Consistel* Rule?

(c) Issue 3: If the answer to Issue 1 was "Yes" and the answer to Issue 2 was "No", was it still possible for this court to uphold the order in ORC 4774 for substituted service of the Cause Papers on Mr Wo Quan?

(d) Issue 4: Was there good service of the Cause Papers on Jumbo under O 7 r 2(1)(*b*) of the ROC 2021?

Issue 1: When Mr Wo Quan was added as a defendant to OC 107, had he left Singapore permanently?

Parties' cases

Mr Wo Quan's case

15 Mr Wo Quan argued that SUM 1318 should be granted because he was not in Singapore when he was made a defendant to OC 107 on 16 July 2024; his account was that he had left Singapore permanently in March 2024 to relocate

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to Greece.[12] Mr Wo Quan submitted that the Claimants had failed to apply for permission to serve the Cause Papers out of jurisdiction before applying for substituted service against him within Singapore.[13] Thus, substituted service was wrongly ordered and must be set aside because permission for service out was not first applied for and granted.[14]

16 Mr Wo Quan's case was that, at the time the Claimants purportedly effected substituted service of the Cause Papers in September 2024, he was already a permanent resident of Greece *via* a Hellenic Residence Permit dated 26 April 2023.[15] Mr Wo Quan's account was as follows: he had been planning to move out of Singapore to be closer to Europe and America for work reasons;[16] he had planned to leave Singapore since January 2024 before OC 107 was filed;[17] he cancelled his Singapore employment pass when he left as he had no intention of returning to reside in Singapore;[18] and he did not reside at the apartment bearing the South Beach Address at all material times.[19]

17 At the first hearing of these applications, I gave Mr Wo Quan an opportunity to file a further affidavit to address the Claimants' argument that Mr Wo Quan's address in the Accounting and Corporate Regulatory Authority's ("ACRA") database was updated to the South Beach Address in late May 2024,

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12 12th Defendant's Written Submissions for HC/SUM 1318/2025 dated 4 June 2025 ("12DWS") at para 3(a).

13 12DWS at para 3(b).

14 12DWS at para 3(b).

15 12DWS at paras 18(f) and 19(b).

16 12DWS at para 18(a).

17 12DWS at para 18(b).

18 12DWS at paras 18(c) and 19(a).

19 12DWS at paras 18(d) and 19(c).

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which went against Mr Wo Quan's assertion that he left Singapore in March 2024. Mr Wo Quan duly filed his affidavit, and the Claimants were given an opportunity to file a further affidavit in reply. Parties thereafter exchanged brief written submissions to address the fresh affidavits. Mr Wo Quan adduced contemporaneous e-mail correspondence dated 9 May 2024 between Ms Wo Qi (Mr Wo Quan's sister, who was the first defendant in OC 107) and Incorp Global, a corporate service provider, and he argued that this material supported his account that he left Singapore around March 2024.[20] I will go into the contents of this correspondence later in these grounds.

The Claimants' case

18 The Claimants argued that Mr Wo Quan had not adduced sufficient evidence to disprove his residency in Singapore at the time the order for substituted service was made.[21] The Claimants said that when they applied for substituted service on Mr Wo Quan, they did so based on evidence of Mr Wo Quan's own conduct and representations that he was resident in Singapore.[22] The Claimants pointed, in particular, to the fact that Mr Wo Quan was at all material times the sole director of the tenth defendant company ("Create Fortune") which required him to be ordinarily resident in Singapore pursuant to s 145(1) of the Companies Act 1967 (2020 Rev Ed) ("Companies Act"),[23] that he provided a Singapore residential address in an affidavit signed on 27 March

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20 12th Defendant's Further Written Submissions dated 4 July 2025 at paras 6 and 7.

21 Claimants' Written Submissions dated 4 June 2025 ("CWS") at section V(A).

22 CWS at para 23.

23 CWS at paras 23(a) and 40.

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2024 and filed in these proceedings,[24] and that he provided a Singapore residential address in official information submitted to ACRA.[25]

19 In particular, the Claimants focused on the fact that ACRA searches on Mr Wo Quan and Create Fortune (for which Mr Wo Quan was sole director and shareholder) indicated Mr Wo Quan's residential address as being the South Beach Address.[26] The Claimants further pointed out that Mr Wo Quan had apparently deliberately *updated* his address on 27 May 2024 to the South Beach Address.[27]

20 The Claimants contended that Mr Wo Quan's status as a Greek permanent resident since April 2023 was neither conclusive nor relevant to the question of whether he was resident in Singapore at the material time; it did not disprove his actual or continued residence in Singapore.[28] The Claimants submitted that Mr Wo Quan had failed to provide any credible and objective evidence showing that he did reside in Greece, or that he had left Singapore permanently by the time the order for substituted service was made.[29]

21 The Claimants pointed out that it was not until end-April 2024 that Mr Wo Quan's Singapore employment pass was cancelled, which undercut his contention that he had intended to leave Singapore permanently from January 2024 and left permanently in March 2024.[30]

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24 CWS at paras 23(b) and 31.

25 CWS at para 23(c).

26 CWS at para 36.

27 CWS at para 37.

28 CWS at para 27.

29 CWS at para 29.

30 CWS at para 34.

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22 The Claimants submitted that Mr Wo Quan's evidence, at best, showed that he had dual residency in Greece and Singapore, and could be served at his Singapore residential address.[31]

23 In relation to the further affidavits and submissions filed after the first hearing for SUM 1318 and 1319 (see [17] above), the Claimants submitted that the fresh affidavits only further confirmed that Mr Wo Quan remained resident in Singapore at all material times.[32] In particular, the Claimants made the following points:

(a) The update to Mr Wo Quan's ACRA address was effected by Create Fortune's corporate secretary following discussions with Ms Wo Qi / Mr Wo Quan, and with the address first being *verified* via contemporaneous utilities bills issued to Mr Wo Quan.[33]

(b) The corporate secretary could not have acted on their own without being instructed by Mr Wo Quan, as submitters of information to ACRA needed to certify the truth or correctness of information submitted and their authorisation to do so on pain of penal consequences.[34] Moreover, Mr Wo Quan was aware of the address update as the e-mails with Incorp Global showed that a copy of Create Fortune's updated BizFile record was requested.[35]

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31 CWS at para 42.

32 Claimants' Further Written Submissions dated 4 July 2025 ("CFWS") at para 2.

33 CFWS at para 4.

34 CFWS at para 6.

35 CFWS at para 6.

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(c) Mr Wo Quan continued to have a Singapore phone number and linked his active messaging platform thereto.[36] This phone number was provided to Incorp Global in lieu of any foreign number.[37]

(d) Mr Wo Quan remained Create Fortune's sole director while cognisant of the requirement for Create Fortune to maintain a local director.[38]

(e) Mr Wo Quan continued to maintain a utilities account with SP Group, an electricity and gas distribution company in Singapore, and the lease for the apartment at the South Beach Address.[39]

24 The Claimants argued that Mr Wo Quan's evidence was self-contradictory and shifting, and his uncorroborated averments could not be *ipso facto* relied on.[40]

Analysis and Decision

25 In my view, it was more likely than not that Mr Wo Quan had left Singapore permanently by the time he was added as a defendant to OC 107 on 16 July 2024.

26 It was not disputed that Mr Wo Quan was neither a Singapore citizen, nor a person with permanent residency status in Singapore. His ties to Singapore therefore started from a low base. Mr Wo Quan's Singapore employment pass

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36 CFWS at para 7.

37 CFWS at para 7.

38 CFWS at para 8.

39 CFWS at para 9.

40 CFWS at para 12.

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was a key strand in the few ties he had to Singapore, but it was not disputed that Mr Wo Quan's Singapore employment pass was cancelled in April 2024. Mr Wo Quan's account that he cancelled his employment pass because he wished to permanently leave Singapore was strongly corroborated by the exchange in May 2024 between Incorp Global and Ms Wo Qi, which correspondence was copied to Mr Wo Quan. The material portion of the correspondence proceeded as follows:[41]

(a) On 7 May 2024, Ms Wo Qi wrote to Incorp Global, copying Mr Wo Quan, stating:

…

I would like to follow up with two things:

1. Mr. Wo cancelled his EP recently. Please advise if a local director is required for Create Fortune Pte Ltd in this case.

…

(b) On 8 May 2024, Incorp Global replied, stating:

…

- May I know what is the reason of cancellation EP and will Mr Wo apply EP or PR in future?

…

(c) On 9 May 2024, Ms Wo Qi replied, copying Mr Wo Quan, stating:

…

Mr. Wo decided to relocate and therefore cancelled his EP. He does not expect to apply for EP/PR in the near future.

…

(d) On 9 May 2024, Incorp Global replied, stating:

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[41] Fourth Affidavit of Mr Wo Quan dated 13 June 2025 ("4JWQ") at pp 12–18.

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> …
>
> As for the cancellation of EP, may we ask if there is any supporting document you can provide for us for further handling to appoint nominee director?
>
> …

(e) On 13 May 2024, Ms Wo Qi replied, copying Mr Wo Quan, stating:

> …
>
> Sure, please find the confirmation email attached.
>
> …

(f) On 14 May 2024, Incorp Global replied, stating:

> …
>
> Thanks for the EP cancellation document and will get my colleague to assist you on the engagement of our Nominee Director services.
>
> …

27 I gave weight to this exchange, which conveyed that Mr Wo Quan had, by May 2024, decided to relocate and did not then expect to apply for an employment pass or Singapore permanent residency in the near future. This exchange took place in May 2024, before Mr Wo Quan was added as a defendant in OC 107 in July 2024. There was also nothing on the face of this correspondence to suggest that it was manufactured or tailored with a view of influencing the view of a court. An e-mail from the Ministry of Manpower showed that Mr Wo Quan's employment pass was indeed cancelled on 26 April 2024.[42] This further corroborated the exchange. While I noted the Claimants' point that the end-April 2024 date of the cancellation of Mr Wo Quan's employment pass was later than his claimed relocation date of March 2024, I

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42 2JWQ at p 26.

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viewed the time gap as fairly insignificant. There were many perfectly legitimate reasons to explain the processing time required for the cancellation of Mr Wo Quan's employment pass.

28 The Claimants made the point that Mr Wo Quan was at all material times the sole director of Create Fortune, which created an obligation under s 145(1) of the Companies Act for Mr Wo Quan to be ordinarily resident in Singapore. The May 2024 exchange between Incorp Global and Ms Wo Qi (reproduced in part above at [26]), which was copied to Mr Wo Quan, did show the parties' awareness that Mr Wo Quan's claimed relocation might create the need to appoint a local nominee director. Whether the eventual failure of Incorp Global to appoint a local nominee director for Create Fortune showed that Mr Wo Quan *must have* remained in Singapore after May 2025 would depend on the inferences that this court ought to draw from Mr Wo Quan's continued appointment as sole director of Create Fortune despite knowing about the requirement for a local director. The Claimants wanted me to take the view, essentially, that Mr Wo Quan knew his obligations under the Companies Act and would comply with these obligations by staying put in Singapore. I did not think that this was a strong argument, as it was in tension with the claims that the Claimants were mounting against Mr Wo Quan in OC 107. The Claimants were telling this court that Mr Wo Quan had participated in various acts of wrongdoing against the Claimants, including a conspiracy to wrongfully seize the Claimants' assets. I found it difficult to reconcile this characterisation of Mr Wo Quan as a rogue with the Claimant's submission that he was so compliant with his Companies Act obligations that he must have remained in Singapore after May 2024.

29 The point that Incorp Global could not have acted on their own to submit information to ACRA without being instructed by Mr Wo Quan because they

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might face penal consequences for failing to submit correct information was neither here nor there. This court has not had a chance to get evidence from Incorp Global's staff to ascertain why they made the ACRA updates that they did. It might well be the case that there was miscommunication, or there was some error, or indeed Mr Wo Quan had a side conversation with them not captured in the e-mails – these were all possibilities, and this court was not equipped to pick amongst these.

30 I had also noted the Claimants' point that Mr Wo Quan provided a Singapore residential address in an affidavit signed on 27 March 2024, and that he provided utility bills to Incorp Global covering a period that lasted up till 10 April 2024. However, this was not inconsistent with his account that he left Singapore permanently in March 2024. I noted, in particular, that the billing cycles for the utility bills were month-long, so the fact that the last utility bill in evidence covered the period lasting from 12 March 2024 until 10 April 2024 did not necessarily show that Mr Wo Quan was in Singapore throughout the whole period.

31 I agreed with the Claimants that Mr Wo Quan's status as a Greek permanent resident since April 2023 was not conclusive on the issue of whether he was resident in Singapore when he was joined as a defendant to OC 107. On Mr Wo Quan's own account, he only left Singapore permanently almost a year later, in March 2024.[43] However, this point did not swing the analysis on this issue in the Claimants' favour.

32 I noted the Claimants' point that Mr Wo Quan appeared to have maintained a Singapore phone number, and this number was provided by Ms

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[43] 2JWQ at para 9.

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Wo Qi to Incorp Global on 23 May 2024.[44] However, in today's interconnected world, I did not think that having a mobile number originating from one country necessarily meant that one still remained resident in that country.

33 Taking a holistic view of the evidence, it was my view that there was sufficient material before me to convince me that Mr Wo Quan had relocated before he was added as a defendant to OC 107 on 16 July 2024. By cancelling his employment pass by April 2024 and explaining in somewhat contemporaneous correspondence that the cancellation was due to relocation, Mr Wo Quan had severed some of the most significant ties that made it likely for him to be resident in Singapore. Whether he relocated to *Greece*, as he claimed, or to some other country, remained a mystery to me, since he had persistently refused, in these proceedings, to disclose his precise residential address. I shall come back to this failure to disclose his personal address when I move to Issue 3.

Issue 2: When Mr Wo Quan left Singapore, was there sufficient evidence for this court to conclude that he left Singapore in anticipation that legal proceedings would be initiated against him, such as to fall within an exception to the *Consistel* Rule?

Parties' cases

34 The Claimants submitted that, on the footing that Mr Wo Quan had left Singapore in March 2024, this was done to evade anticipated proceedings against him.[45] The Claimants' case was that Mr Wo Quan knew that legal proceedings would inevitably be commenced against him as early as December

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44 4JWQ at p 12.

45 CWS at para 44.

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2023.[46] This was because, according to the Claimants, as of February 2024, Mr Wo Quan knew that legal proceedings had commenced, and would inevitably involve him as defendant, because of his links with other defendants in OC 107.[47] The Claimants further alleged that, from December 2023, Mr Wo Quan was personally involved in the dissipation of assets which formed the subject matter of OC 107.[48] The Claimants also alleged that Mr Wo Quan was one of the "persons unknown" sued as the eight defendant in OC 107.[49] In the light of these circumstances, the Claimants alleged that Mr Wo Quan must have known that it was only a matter of time before the Claimants would discover his involvement in the alleged wrongdoings.[50] The Claimants asserted that any intention Mr Wo Quan formed to leave Singapore was to evade service and accountability for his involvement in the wrongdoing.[51]

35 The Claimants argued that Mr Wo Quan's intention to evade service was further evidenced by the fact that he continued to falsely represent his whereabouts.[52] The Claimants referred again to inconsistencies in Mr Wo Quan's accounts to various authorities, such as ACRA, about his place of residence,[53] and the fact that his latest affidavits stated his address as his solicitors' address and not his residential address, in breach of O 15 r 19 of the ROC 2021.[54]

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46 CWS at para 45.

47 CWS at para 46.

48 CWS at para 47.

49 CWS at para 48.

50 CWS at para 50.

51 CWS at para 51.

52 CWS at para 53.

53 CWS at para 54.

54 CWS at paras 55–57.

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36 Mr Wo Quan denied that he was attempting to conceal his whereabouts,[55] and disputed that he left Singapore to evade service.[56] Mr Wo Quan argued that when OC 107 was filed on 23 February 2024, he had already made plans to leave Singapore.[57] Mr Wo Quan pointed out that he was only added as a defendant to OC 107 in July 2024, and proceedings in OC 107 before July 2024 did not involve him.[58] Mr Wo Quan characterised the Claimants' claim that he would be well aware of his own involvement in dissipating assets as entirely self-serving and contingent on the assumption that the Claimants had made out their claims.[59] Mr Wo Quan further argued that the Claimants' own evidence and pleadings contradicted their position, taken in submissions for SUM 1318 and SUM 1319, that Mr Wo Quan was one of the "persons unknown" sued as the eight defendant in OC 107.[60]

Analysis and Decision

37 I was unable to give much weight to the Claimants' allegations that Mr Wo Quan *deliberately* left Singapore because he felt threatened by developments in OC 107 prior to his addition as a defendant. Much of what the Claimants alleged required this court to assume the truthfulness of the Claimants' allegations of conspiracy and various other acts of wrongdoing amongst the defendants.

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55 12DWS at para 25.

56 12DWS at paras 26 and 27.

57 12DWS at para 22(a).

58 12DWS at paras 22(b)–(d).

59 12DWS at para 22(f).

60 12DWS at para 23.

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38 The Claimants claimed that, as of February 2024 and certainly by September 2024, Mr Wo Quan must have known that he would soon be made defendant in OC 107 because he was chief executive officer of a business group that included the third and fourth defendants in OC 107, and he prepared and executed an affidavit on behalf of the first to fourth defendants.[61] I was unconvinced that the initiation of legal proceedings against companies implied that legal proceedings would necessarily also be forthcoming against the officers of said companies. Similarly, I was also unconvinced that the initiation of legal proceedings against persons that a prospective defendant was related to necessarily also implied that legal proceedings would be forthcoming against that said prospective defendant.

39 The Claimants also asserted that from December 2023, Mr Wo Quan had been *personally involved* in the dissipation of assets which formed the subject matter of OC 107,[62] and that he was a person who owned, controlled, and/or knew the passwords to certain digital asset wallets to which certain assets were allegedly dissipated.[63] The Claimants said that Mr Wo Quan was deeply involved in a conspiracy to seize disputed assets.[64] This required me to accept the Claimants' characterisation of events, which I was not prepared to do at this juncture without the benefit of cross-examination.

40 Thus, in my view, there was insufficient evidence to show that, when Mr Wo Quan left Singapore, he left Singapore in anticipation that legal proceedings would be initiated against him.

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61 CWS at para 46.

62 CWS at para 47.

63 CWS at para 48.

64 CWS at para 49.

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Issue 3: If the answer to Issue 1 was "Yes" and the answer to Issue 2 was "No", was it still possible for this court to uphold the order in ORC 4774 for substituted service of the Cause Papers on Mr Wo Quan?

Parties' cases

41 Mr Wo Quan acknowledged that the *Consistel* Rule (see [13(d)] above) was subject to exceptions, but submitted that the first exception to the *Consistel* Rule was limited to defendants *ordinarily resident* in Singapore who specifically leave Singapore temporarily to evade service, and did not apply to individuals who have left Singapore permanently, regardless of their motive for so leaving the jurisdiction.[65] Mr Wo Quan submitted that the court's *in personam* jurisdiction over parties located outside Singapore was only founded if the claimant satisfied the court that it passed the tests under O 8 r 1 of the ROC 2021 and obtained permission to serve, and did serve, the defendant out of Singapore.[66] Mr Wo Quan contended that the exceptions to the *Consistel* Rule, which allowed the court to assume *in personam* jurisdiction over a defendant outside Singapore without the claimant satisfying O 8 of the ROC 2021, could only be reconciled with the SCJA and the authorities if it was understood to only apply to defendants ordinarily resident in Singapore and had left Singapore temporarily to evade service.[67] Mr Wo Quan submitted that the basis of the *Consistel* Rule was to ensure that claimants were not allowed to bypass the requirements of applying for service out simply by applying for substituted service within jurisdiction.[68] Mr Wo Quan submitted that emigrating overseas constituted a reasonable explanation for him being overseas, and the

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65 12DWS at paras 3(c)(ii), 8 and 28.

66 12DWS at paras 9 and 10.

67 12DWS at para 11.

68 12DWS at para 13.

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balance of justice was not tipped in favour of substituted service just because he was overseas.[69]

42 The Claimants argued that they were not trying to circumvent the requirement to apply for service out of jurisdiction because they had no reason to believe that Mr Wo Quan did not reside in Singapore when they applied for substituted service.[70] The Claimants asserted that service on Mr Wo Quan was properly effected for three reasons.[71] First, they repeated their assertion that Mr Wo Quan was resident in Singapore at all material times.[72] Second, they contended that even if Mr Wo Quan was no longer resident in Singapore, he left Singapore to evade service, and it would be unjust and unduly onerous to require the Claimants to apply for service out of jurisdiction.[73] Third, the Claimants argued that Mr Wo Quan received the Cause Papers served on him *via* substituted service.[74] The Claimants argued that the South Beach Address was Mr Wo Quan's most updated address which he continued to use for official ACRA purposes.[75] The Claimants also argued that service on Mr Wo Quan *via* the Telegram messaging application was effective in bringing the Cause Papers to Mr Wo Quan's notice.[76] The Claimants argued that Singapore was the appropriate forum in which the dispute should be adjudicated.[77] The Claimants

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69 12DWS at para 14.

70 CWS at para 65.

71 CWS at para 66.

72 CWS at para 67.

73 CWS at para 68.

74 CWS at paras 59 and 69.

75 CWS at para 60.

76 CWS at paras 62–64.

77 CWS at para 76.

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insisted that the dispute had a real and substantial connection to Singapore,[78] and that there was a good arguable case of sufficient nexus to Singapore.[79]

Analysis and Decision

43 I refused to set aside the order in ORC 4774 for substituted service of the Cause Papers on Mr Wo Quan. I so decided because I was satisfied that the exceptions to the *Consistel* Rule were engaged as Mr Wo Quan had made it such that no process server engaged by the Claimants would be able to catch up with him, and that substituted service of the Cause Papers on Mr Wo Quan had brought these present proceedings to Mr Wo Quan's notice. Furthermore, I was satisfied that a Singapore court had the jurisdiction and was the appropriate court to hear the action against Mr Wo Quan.

Law

44 The key dispute on the law in this matter hinged on the application of the *Consistel* Rule and its exceptions. The *Consistel* Rule as set out at [30] of *Consistel* provided that "where a defendant had left Singapore before a writ was issued against him, the plaintiff had to seek leave to serve the writ out of jurisdiction before resorting to substituted service". In the context of the ROC 2021, the notion of a "writ" needed to be replaced with "originating claim". In the particular context of this case, where Mr Wo Quan was added as a defendant sometime after the originating claim was issued against other defendants in OC 107, the material time was the time when Mr Wo Quan was added as a defendant to OC 107. The court in *Consistel* stated at [35] that the *Consistel* Rule was subject to at least two exceptions. Firstly, where the defendant left the country

[78] CWS at para 78.

[79] CWS at para 80.

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in anticipation that legal proceedings would be initiated against him, substituted service would be warranted without the claimant having to first seek permission to serve the originating claim out of jurisdiction. Secondly, when a defendant was constantly moving from country to country such that it was impossible to serve the originating claim on him personally, there was no need to apply for personal service out of jurisdiction since any attempt at personal service clearly would be futile, and so substituted service would suffice. The court in *Consistel* stated that there might be other exceptions, but it would be unwise to speculate.

45 I noted that the court in *Consistel*, at [39]–[47], took pains to analyse the Court of Appeal decision in *Ng Swee Hong v Singmarine Shipyard Pte Ltd* [1991] 1 SLR(R) 980 ("*Ng Swee Hong*") and to consider the application of *Ng Swee Hong* to the facts in *Consistel*. In *Ng Swee Hong*, the respondent (who was plaintiff in the originating matter) attempted to serve a writ on the appellant, but was informed by the appellant's solicitors that the appellant had left Singapore. The respondent obtained an order for substituted service of the writ by posting it at a Singapore address. The appellant applied to set aside service of the writ. In the appeal, the appellant's counsel took pains to argue that the appellant was out of the jurisdiction at the time of issue of the writ, and there was no evidence that the appellant was evading service, so substituted service could not be ordered against him. Indeed, the Court of Appeal proceeded on the basis that the appellant had left Singapore before the writ and statement of claim were filed: *Ng Swee Hong* at [2]. The Court of Appeal refused to set aside service of the writ, reasoning that the evidence showed that the appellant travelled extensively and no process server could catch up with him, that the appellant was in contact with his family in Singapore, and that the writ and statement of claim served at the address of the family home in Singapore were brought to the appellant's notice: *Ng Swee Hong* at [11]. In *Consistel*, the court at [45]

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explained *Ng Swee Hong* as having been decided on the basis that the appellant was not in any jurisdiction long enough to be served, such that it was not unreasonable in the circumstances to order that substituted service within jurisdiction be employed rather than service out of jurisdiction, especially since substituted service within jurisdiction had a very good chance of bringing the writ to the attention of the appellant as he was in contact with his family.

46 The analysis of the Court of Appeal in *Ng Swee Hong*, and the explanation provided by the court in *Consistel*, provided an important insight: substituted service orders obtained against defendants who were out of jurisdiction when the originating claim was issued against them were not *void ab initio* in the sense of being compulsorily set aside on proof of the fact that the defendants were out of jurisdiction at the material time. Instead, the substituted service orders were merely *voidable*, in the sense that the court hearing the setting aside application had a discretion whether to set aside the substituted service order after considering the facts as presented to the court then. Indeed, the Court of Appeal in *Burgundy Global Exploration Corp v Transocean Offshore International Ventures Ltd and another appeal* [2014] 3 SLR 381 ("*Burgundy Global*") had stated expressly at [110] that "in principle, leave to serve a summons, order or notice out of jurisdiction can be granted retrospectively". The Court of Appeal referred in that paragraph to the court's power under O 2 r 1(2) of the Rules of Court (Cap 322, R 5, 2006 Rev Ed) ("ROC 2006") to "make such order … dealing with the proceedings generally as it thinks fit" where there had been a failure to comply with the rules. Such a principle explained why, in *Ng Swee Hong*, the Court of Appeal was able to take cognisance of the affidavit of the appellant's son made in support of the application to set aside service of the writ and the oral evidence given by the appellant's son in court: *Ng Swee Hong* at [2] and [7]–[11]. On the basis of the

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evidence, the Court of Appeal concluded that no process server could catch up with the appellant, and that the writ and statement of claim were brought to the appellant's notice, and therefore declined to set aside service of the writ. I viewed the analysis of the Court of Appeal in *Ng Swee Hong* and in *Burgundy Global* as eminently applicable to cases falling under the ambit of the ROC 2021. This was because O 3 r 2 of the ROC 2021 conferred upon the court wide discretion to waive non-compliance with the rules.

47 With this in mind, I considered that the two expressly stated exceptions to the *Consistel* Rule, as stated at [35] of *Consistel*, ought not to be too pedantically read. In relation to the first exception, I saw no principled reason why the intention of the defendant to *evade* service needed to be formed *when* he left jurisdiction. In my view, this exception could be engaged even if the intention to evade service crystallised after the defendant had left jurisdiction. In relation to the second exception, I saw no principled reason why the impossibility to serve the originating claim on the defendant needed to be due solely to the fact that the defendant was "constantly moving from country to country". If a defendant deliberately hid his personal address and/or adopted other means of concealment in order to evade service, that could engage the second exception too.

48 However, there were three caveats which must be included to prevent the exceptions to the *Consistel* Rule from eclipsing the primary rule.

49 First, the general principle must remain that applying for personal service out of jurisdiction should be the first port of call for claimants who had to serve an originating claim on defendants who were outside Singapore (see *Guanghua* at [66]). This principle could be safeguarded by the requirement of full and frank disclosure that accompanied applications without notice for

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substituted service. An applicant for a substituted service order had an obligation to provide full and frank disclosure of all material facts, on pain of having an order granted without compliance with this obligation being set aside (see *The "Vasiliy Golovnin"* [2008] 4 SLR(R) 994 at [83]). The fact that a defendant against whom substituted service *within jurisdiction* was sought was out of jurisdiction was a material fact. An order for substituted service *within jurisdiction* could be set aside if the applicant knew, or ought to have known, that the defendant had left Singapore permanently before the originating claim was issued against the said defendant, but failed to disclose this when applying for substituted service *within jurisdiction*. I viewed this first caveat as being consonant with the court's guidance in *Zhang Jinhua v Yip Zhao Lin* [2024] 5 SLR 1046 ("*Zhang Jinhua*"). In *Zhang Jinhua* at [49], the court stated that "the aim of the substituted service mechanism is ultimately to create the *highest possible chance* that a defendant would be notified about the proceedings through a reasonable means of service" and that "a claimant is required to propose methods of substituted service that would *in all reasonable probability* be effective to bring knowledge of the proceedings to the defendant". Thus, the court provided a list of non-exhaustive factors that would point toward setting aside a substituted service order, which included, relevantly, "a claimant proposing methods of substituted service that he knows or ought to know would be unlikely to bring knowledge of the proceedings to the defendant". Transposing these *dicta* to the present circumstances, it could be said that if an applicant for a substituted service order knew, or ought to have known, that the defendant had left Singapore permanently before the originating claim was issued against the said defendant, but applied for substituted service *within jurisdiction*, a court hearing an application to set aside the substituted service order ought to look upon said order with great suspicion since the applicant for substituted service within jurisdiction knew or ought to have known that

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substituted service within jurisdiction would be unlikely to bring knowledge of the proceedings to the defendant.

50 The second caveat dealt specifically with situations like the present, where a claimant had, in good faith, applied for substituted service *within jurisdiction* but discovered later, at an application to set aside the substituted service order, that the defendant was outside of jurisdiction when the originating claim was issued against him. Claimants in such situations ought to satisfy the court hearing the setting side application that, *per* O 8 r 1(1) of the ROC 2021, the Singapore courts had the jurisdiction or were the appropriate courts to hear the action.

51 I considered that this second caveat squarely addressed Mr Wo Quan's counsel's forceful arguments that the exceptions to the *Consistel* Rule could not apply to defendants who have left jurisdiction permanently because of s 16 of the SCJA and the Court of Appeal's decision in *Burgundy Global*, and because claimants ought not to be allowed to bypass the requirement of applying for service out simply by applying for substituted service within jurisdiction.[80] Section 16 of the SCJA had been reproduced at [13(a)] above. *Burgundy Global* dealt in part with the issue of whether an examination of judgment debtor order ("EJD order") under O 48 r 1 of the ROC 2006 could be granted against company officers who were resident overseas, and served out of jurisdiction. The Court of Appeal held that under Singapore law, an EJD order could be served out of jurisdiction on a foreign officer with the leave of the court: *Burgundy Global* at [92]. As noted above, the Court of Appeal accepted that, in principle, leave to serve a summons, order or notice out of jurisdiction could be granted retrospectively: *Burgundy Global* at [110]. However, the Court of

[80] 12DWS at paras 11–13.

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Appeal held that, on a consideration of the facts before the court, that was not a proper case for so granting leave: *Burgundy Global* at [114]. The Court of Appeal held that the court's discretion to grant leave to serve an EJD order out of jurisdiction was one that must be exercised sparingly: *Burgundy Global* at [111]. The Court of Appeal went on to set out guidelines pertaining to when a court might exercise its discretion to allow service abroad of an EJD order. These guidelines need not detain us in this present matter. What was relevant for the present matter was the Court of Appeal's *obiter* observations at [115] that the court had reservations about allowing for substituted service of an EJD order on a foreign company's foreign-resident directors by serving the order on the company's lawyers in Singapore. The Court of Appeal opined, in *obiter*, that "upholding this novel mode of substituted service could pave the way for parties to use this as a shortcut to serve documents on foreign persons who hold senior positions in a company by serving the documents on the company's lawyers instead".

52 In my view, the second caveat that I had set out at [50] above helped to preserve the key principle that substituted service *within Singapore* should not be used to circumvent the general requirement to seek permission to serve defendants out of jurisdiction when these defendants were resident abroad. The second caveat ensured that a claimant who had made an innocent error in applying for substituted service within jurisdiction against a defendant who had left jurisdiction permanently before the originating process was issued against him was not placed in a better position than a claimant who knew from the beginning that the defendant had left jurisdiction permanently, and who had to apply for service out of Singapore with the court's approval under O 8 r 1 of the ROC 2021.

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53 Additionally, I took the view that the second caveat placed the exceptions to the *Consistel* Rule within the confines of s 16 of the SCJA. To recapitulate, s 16(1)(*a*)(ii) of the SCJA provided, amongst other things, that the GDHC had jurisdiction to hear and try any action *in personam* where the defendant was served with an originating claim or any other originating process outside Singapore in the circumstances authorised by and in the manner prescribed by the ROC 2021. Order 8 r 1(1) of the ROC 2021 set out the circumstances in which a defendant could be served with an originating claim or any other originating process outside Singapore with the court's approval – these were circumstances where the court had the jurisdiction or was the appropriate court to hear the action. Order 8 r 2(1) of the ROC 2021 set out some methods for service out of Singapore, but it was held in *Janesh* at [88] that O 8 r 2(1) did not prescribe a closed list as to how service of the originating process or other court documents could be effected out of Singapore. I therefore took the view that, with the second caveat in the situation described at [50] above, a court dealing with an application to set aside a substituted service order would be equipped to satisfy itself of whether the requirements in s 16(1)(*a*)(ii) of the SCJA and O 8 r 1(1) of the ROC 2021 were satisfied, and thus consider whether the Singapore courts were properly seised of jurisdiction.

54 For completeness, the third caveat that I would include was that the court hearing a setting-aside application, when considering whether to refuse to set aside the substituted service order on the basis of the exceptions to the *Consistel* Rule, should be satisfied that the defendant had or must have had notice of the documents that were the subject of the substituted service order. This requirement of notice was found in the Court of Appeal's holding in *Ng Swee Hong* at [11]. This requirement was important as ensuring that the party served had notice of a particular proceeding or document was one of the core functions

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of the service of originating processes or court documents: *COSCO Shipping Specialized Carriers Co, Ltd v PT OKI Pulp & Paper Mills and others* [2024] 3 SLR 807 ("*COSCO Shipping*") at [25].

Application

55 At the second hearing of this matter before me, Mr Wo Quan's counsel clarified that it was *not* his case that there was no full and frank disclosure of all material facts when the Claimants applied for substituted service of the Cause Papers on Mr Wo Quan. There was also nothing in the record to indicate that the Claimants knew that Mr Wo Quan was overseas in September 2024.

56 I therefore proceeded on the basis that the substituted service order against Mr Wo Quan was not defective for lack of compliance with the obligation of full and frank disclosure. The Claimants had applied for substituted service *within jurisdiction*, thinking that Mr Wo Quan was *within jurisdiction*.

57 Mr Wo Quan subsequently appeared, and, on 13 May 2025, took out SUM 1318 to attempt to set aside the substituted service order, claiming that he was abroad when he was joined as a defendant to OC 107. However, he had persistently refused to disclose his current address, which was allegedly in Greece. At the first hearing of this matter, the Claimants made the submission that O 15 r 19(1) of the ROC 2021 required affidavits to be in Form 31, and this form specifically required the deponent to provide their residential address in the affidavit. Form 31 provided that an office address could be provided if the deponent was affirming in an "official professional or occupational capacity". Yet, Mr Wo Quan, in his further affidavit filed in advance of the second hearing of these summonses, persisted in using his solicitors' office address, without

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disclosing his personal address. Mr Wo Quan's counsel explained that Mr Wo Quan was reluctant to disclose his residential address as he was estranged from his father, who was the fourth claimant, and there was allegedly a history of harassment as between them. Yet, Mr Wo Quan's counsel informed that he (*ie,* counsel) had no instructions to accept service on his client's behalf, and, more broadly, that Mr Wo Quan had no duty to help the Claimants sue him. This was quite a bold position indeed. It was a position that reeked of evasion on Mr Wo Quan's part. In my judgment, Mr Wo Quan's patent attempt to evade service made it impossible to serve the originating claim on him personally and made any attempt by the Claimants to apply for service out of jurisdiction, and thereafter attempt personal service abroad, an exercise in futility. Where in Greece, or indeed, where in the world could Mr Wo Quan be located? I was satisfied that the exceptions to the *Consistel* Rule were engaged in this matter.

58 I turned to the caveats that I had highlighted above.

59 I had already explained that there was no evidence of failure by the Claimants to make full and frank disclosure of material facts when applying for substituted service.

60 I was satisfied that *per* O 8 r 1(1) of the ROC 2021, the Singapore courts had the jurisdiction or were the appropriate courts to hear the action against Mr Wo Quan. Mr Wo Wei Dong had, in his affidavit made in relation to SUM 1318 and SUM 1319, given evidence of why, in his view, the Singapore court had the jurisdiction or was the appropriate court to hear the action. In essence, this was an affidavit that complied with the relevant requirements of O 8 r 1(2) ROC 2021 and paragraph 63 of the Supreme Court Practice Directions 2021. Mr Wo Wei Dong stated in his affidavit that:

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(a) When OC 107 was commenced against the eighth defendant (Persons Unknown), whom the Claimants say was also Mr Wo Quan, Mr Wo Quan was, on Mr Wo Quan's own narrative of when he relocated, ordinarily resident in Singapore.[81]

(b) An injunction was being sought to restrain the defendants (including Mr Wo Quan) from doing an act in Singapore.[82]

(c) OC 107 was brought: (i) against defendants ordinarily resident in Singapore at the time the action was commenced and the Cause Papers served on them; and (ii) against the third defendant, for which Mr Wo Quan was chief executive officer, and Mr Wo Quan was a necessary or proper party to the claims.[83]

(d) OC 107 was a claim brought in respect of an alleged breach of an alleged oral agreement made between the fourth claimant and the defendants, with such breach happening sometime in December 2023, when the first and second defendants, along with Mr Wo Quan, were ordinarily resident in Singapore.[84]

(e) OC 107 related in part to a tort claim on the basis of the tort of conspiracy, with the Claimants alleging that the tort happened sometime in December 2023, when the first and second defendants, along with Mr Wo Quan, were ordinarily resident in Singapore.[85]

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81 11WWD at para 36(a).

82 11WWD at para 36(b).

83 11WWD at para 36(c).

84 11WWD at para 36(d).

85 11WWD at para 36(e).

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(f) OC 107 involved a claim founded on a cause of action arising in Singapore as the wrongs allegedly done to the Claimants were committed sometime in December 2023, when the first and second defendants, along with Mr Wo Quan, were resident in Singapore.[86] Moreover, the Claimants said that the alleged dissipation of assets to Mr Wo Quan took place at a time when the first and second defendants, along with Mr Wo Quan, were resident in Singapore.[87]

(g) Mr Wo Quan and Jumbo did not put forward a more appropriate forum than Singapore for adjudication of OC 107.[88]

61 I was satisfied that, *per* O 8 r 1(1) of the ROC 2021, the Singapore courts had the jurisdiction and were the appropriate courts to hear the action. If a fresh application under O 8 r 1(1) of the ROC 2021 had been made by the Claimants on the basis of the information that Mr Wo Wei Dong had deposed to, I would have granted the application for service out of jurisdiction.

62 I turned to the last caveat, which was that the court ought to be satisfied that Mr Wo Quan had notice of the Cause Papers. I was so satisfied. Mr Wo Wei Dong, in his eighth affidavit affirmed in support of the substituted service application, gave evidence to show that Mr Wo Quan actively used a Telegram account linked to the username "@xxxxeswo".[89] Mr Wo Wei Dong exhibited documentary evidence including extracts of Telegram chats between Mr Wo Quan and various third parties.[90] Mr Wo Wei Dong deposed and provided

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86 11WWD at para 36(f).

87 11WWD at para 36(f).

88 11WWD at para 37.

89 8th Affidavit of Mr Wo Wei Dong dated 24 October 2024 ("8WWD") at para 22.

90 8WWD at para 23 and Tab 4.

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screenshot evidence showing that, on the face of the Telegram application, Mr Wo Quan had used the "@xxxxeswo" account recently, as of September 2024.[91] Mr Wo Wei Dong, in his 11th affidavit filed in response to the present applications, referred to the affidavit of service signed by the Claimants' previous solicitor, which provided evidence showing that the Cause Papers were sent to the "@xxxxeswo" account, but the Cause Papers appeared to have been deleted shortly after being read.[92] There was no cogent response from Mr Wo Quan; he had given a bare denial asserting that he did not receive the Cause Papers *via* Telegram.[93] I was satisfied that Mr Wo Quan had notice of the Cause Papers as service *via* Telegram to the "@xxxxeswo" account was effective in bringing the Cause Papers to Mr Wo Quan's notice.

63 I thus declined to set aside the substituted service order, in respect of Mr Wo Quan, and I held that the substituted service of the Cause Papers on Mr Wo Quan was good service. I dismissed SUM 1318 in its entirety.

Issue 4: was there good service of the Cause Papers on Jumbo under O 7 r 2(1)(*b*) of the ROC 2021?

Parties' cases

64 Jumbo argued that ORC 4774, in so far as it concerned Jumbo, and purported service of the Cause Papers on Jumbo were invalid and ought to be set aside.[94] Jumbo argued that it was a company incorporated in the BVI and

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91 8WWD at paras 24 and 25.

92 11WWD at para 33.

93 2JWQ at para 7.

94 11th Defendant's Written Submissions for HC/SUM 1319/2025 dated 4 June 2025 ("11DWS") at para 2(f).

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was a wholly separate legal entity from Mr Wo Quan.[95] Jumbo was a defendant that was not within jurisdiction.[96] Jumbo argued that the Claimants must apply for service out of jurisdiction under O 8 r 1 of the ROC 2021, and could not simply rely on substituted service coupled with the procedure under O 7 r 2(1)(*b*) of the ROC 2021 to effect service.[97]

65 Jumbo's position was that the law required, in relation to foreign corporations that needed to be served with court papers, that permission be first obtained to serve the court papers out of jurisdiction before an application for substituted service (if personal service out of jurisdiction was impracticable) was made.[98] Jumbo argued that the rules governing permission to serve court papers out of jurisdiction were important – they gatekept the inflow of cases to the Singapore courts' docket by ensuring that only cases suitable for being tried or heard in Singapore were docketed, and they protected foreign defendants from malicious or frivolous prosecutions before a Singapore court.[99]

66 Jumbo argued that while O 7 r 2(1)(*b*) of the ROC 2021 allowed for service on a foreign company's officers in Singapore, it was intended to accommodate the situation where a foreign entity could be served in Singapore if the director was available to receive personal service in Singapore;[100] this provision could not be utilised where personal service in Singapore on an officer

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95 11DWS at paras 2(a) and 25.

96 11DWS at paras 2(b) and 25.

97 11DWS at para 2(c) and 2(d).

98 11DWS at paras 19 and 23.

99 11DWS at paras 28 and 29.

100 11DWS at para 30.

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of the foreign company had failed.[101] Jumbo said that once attempted personal service under O 7 r 2(1)(*b*) of the ROC 2021 had failed, the Claimants ought to have applied to effect service out of jurisdiction on Jumbo under O 8 r 1 of the ROC 2021, and, if personal service out of jurisdiction was impracticable, the Claimants could apply for substituted service out of jurisdiction under O 8 r 2 of the ROC 2021.[102]

67 Jumbo further submitted that the threshold requirements for an order for substituted service against Jumbo within Singapore were not satisfied by the Claimants.[103] Jumbo pointed to para 65 of the Supreme Court Practice Directions 2021, which required that an applicant for substituted service make two reasonable attempts at personal service before an application for an order for substituted service was filed.[104] Jumbo submitted that the Claimants never intended or attempted to effect service of the Cause Papers directly on Jumbo.[105] Jumbo further submitted that the Claimants had not shown that all practicable methods of personal service on Jumbo had been exhausted.[106]

68 Jumbo further contended that it never sought to evade service.[107] It pointed out that it was a BVI-incorporated entity, easily searchable on databases, with a published register of members, and the BVI was a signatory to the Convention on the Service Abroad of Judicial and Extrajudicial

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101 11DWS at para 31.

102 11DWS at para 33.

103 11DWS at para 39.

104 11DWS at para 40.

105 11DWS at paras 2(e), 44 and 45.

106 11DWS at paras 40 and 47.

107 11DWS at para 48.

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Documents in Civil or Commercial Matters done at The Hague on 15 November 1965.[108]

69 The Claimants argued that service on a foreign company pursuant to O 7 r 2(1)(*b*) of the ROC 2021 was permitted.[109] The Claimants asserted that since they have served the Cause Papers on Mr Wo Quan who was sole director and officer of Jumbo, there was good service on Jumbo.[110]

Analysis and Decision

70 I decided that ORC 4774, in so far as it concerned Jumbo, and purported service of the Cause Papers on Jumbo, ought to be set aside.

Law

71 Order 7 r 2(1)(*b*) of the ROC 2021 provided:

> **Personal service (O. 7, r. 2)**
>
> **2.**—(1) Personal service of a document is effected —
>
> …
>
> (*b*) on any entity by leaving a copy of the document with the chairperson or president of the entity, or the secretary, treasurer or other officer;

72 In *Cosco Shipping* at [37], the court noted that O 7 r 2(1)(*b*) of the ROC 2021 allowed for personal service to be effected in Singapore on a foreign company if the company's chairman was served while he was in Singapore.

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108 11DWS at para 49.

109 CWS at para 71.

110 CWS at paras 73 and 75.

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73 The Claimants informed me that they were not able to find any direct authority standing for the proposition that substituted service effected on a sole director of a foreign company constituted good personal service on the foreign company under O 7 r 2(1)(*b*) of the ROC 2021. Neither did Jumbo surface any direct authority standing for the converse proposition.

74 In my judgment, substituted service effected on a sole director of a foreign company, using modes of service that did not constitute "*leaving* a copy of the document with the chairperson or president of the entity, or the secretary, treasurer or other officer" [emphasis added], was *not* good personal service on a foreign company under O 7 r 2(1)(*b*) of the ROC 2021.

75 This was because O 7 r 2(1)(*b*) of the ROC 2021 *restricted* the mode of *personal* service under this provision to the avenue of "leaving". Thus, modes of service, such as posting the documents to the officer of the company, could not constitute good *personal* service on the foreign company under O 7 r 2(1)(*b*) of the ROC 2021. This was in contrast to the more liberal approach under O 7 r 3(*a*) of the ROC 2021, which set out *two* different modes for effective *ordinary* service, namely "leaving" or "posting". The omission to specify "posting" as a valid mode of personal service for O 7 r 2(1)(*b*) of the ROC 2021 must have been a deliberate move on the part of the drafters.

Analysis

76 Jumbo was a foreign company, incorporated in the BVI. The *Consistel* Rule applied with full force in the case of Jumbo. There was no question of Jumbo attempting to evade service, or carrying out acts that made it impossible to serve the Cause Papers on it personally. As counsel for Jumbo had correctly pointed out, service of court documents on BVI companies could be done

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through well-established processes. Once attempted personal service under O 7 r 2(1)(*b*) of the ROC 2021 through leaving the Cause Papers with Jumbo's director, Mr Wo Quan, had failed, the Claimants ought to have applied for service out of jurisdiction under O 8 r 1 of the ROC 2021 to effect personal service of the Cause Papers on Jumbo.

77 At the second hearing before me, counsel for the Claimants made a valiant attempt to argue that the Cause Papers were indeed *left with* Mr Wo Quan in his capacity as director of Jumbo because the Cause Papers were (as stated in the memorandum of service)[111] posted on the front door of Mr Wo Quan's last known residential address. The Claimants' counsel argued that there was a material difference between posting of documents at the front door, in contrast to simply sending documents *via*, for example, registered post. In my view, these were distinctions without a difference. Both posting at the front door of a residential address, and sending documents *via* registered post to said address, were insufficient to constitute "*leaving* a copy of the document with the chairperson or president of the entity, or the secretary, treasurer or other officer" [emphasis added] as required under O 7 r 2(1)(*b*) of the ROC 2021.

Conclusion

78 I therefore dismissed SUM 1318 and ordered costs to be paid by Mr Wo Quan to the Claimants fixed at $10,000, all-in.

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111 2JWQ at p 20.

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79 I granted prayers one and two of SUM 1319 and ordered costs to be paid by the Claimants to Jumbo fixed at $5,000, all-in.

Chong Ee Hsiun
Assistant Registrar

Yam Wern Jhien, Ting Yue Xin Victoria and Mah Hao Ran Ian
(Setia Law LLC) for the claimants;
Tang Yuan Jonathan (Prolegis LLC) for the 11th defendant;
Ker Yanguang, Samyata Ravindran and Tan Yi Liang (Prolegis LLC)
for the 12th defendant.

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