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

[2025] SGHC 127

Criminal Motion 25 of 2025

Between

Ng Yu Zhi

… *Applicant*

And

Public Prosecutor

… *Respondent*

ORAL JUDGMENT

[Criminal Procedure and Sentencing — Bail]
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v
Public Prosecutor

[2025] SGHC 127

General Division of the High Court — Criminal Motion 25 of 2025
Christopher Tan JC
30 June, 3 July 2025

3 July 2025 Judgment reserved.

Christopher Tan JC:

1 The accused person in this case ("the Accused") was the director of two companies: Envy Asset Management Pte Ltd ("EAM") and Envy Global Trading Pte Ltd ("EGT"). In a very small nutshell:

(a) Sometime in early 2016, EAM offered a scheme allowing investors to partake in the profits arising from an arrangement where EAM would purchase nickel from a mine in Australia at a bulk discount and sell the same to buyers via forward contracts at market price. The sums deposited by investors were supposed to have been applied towards the purchase of the nickel, with the investors then getting a share of the profits from the nickel's sale in the market.

(b) EAM had been in operation for about four years when certain concerns arose about whether the above investment scheme fell afoul of

regulatory prohibitions by the Monetary Authority of Singapore. Consequently, certain adjustments were made to the mechanics for the (purported) purchase and sale of the nickel to make it clear that licensing requirements were not applicable. The investment scheme, which remained largely the same in substance despite these tweaks, was then transferred to EGT for management.

(c) In 2021, the scheme collapsed. The interim judicial managers for EAM and EGT found that as at 2 July 2021, investors had put in about $841,522,577 into the investment scheme. In the aftermath, there was slightly under $53m in the available bank and brokerage accounts.[1]

2 It was the Prosecution's case that the nickel investment scheme was based on "pure fiction",[2] in that neither the purchase of nickel from the Australian mine, nor the sale of that nickel in the market, ever existed – any returns paid out to outgoing investors were in essence creamed from payments by incoming investors. The Accused, on his part, contended that his predicament arose only because of a temporary shortfall in liquidity[3] and that in truth, many of the business enterprises run by him were quite profitable.[4] He also took issue with the quantum of losses purportedly suffered by investors, as calculated by the interim judicial managers, saying that this did not reflect the actual losses sustained.

3 The Accused was arraigned for 105 charges which alleged a range of offences, including:

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1 Update to the Interim Judicial Managers' Report, dated 2 July 2021, at p 4.

2 Prosecution's Opening Statement dated 27 November 2024 at para 3.

3 Accused's 1st affidavit at para 10.

4 Transcripts for 30 June 2025 at p 15 (lines 13-19).

(a) fraudulent trading under s 340(5) read with s 340(1) of the Companies Act (Cap 50, 2006 Rev Ed);

(b) cheating under s 420 of the Penal Code (Cap 224, 2008 Rev Ed) ("Penal Code");

(c) forgery under s 465 of the Penal Code;

(d) forgery for the purpose of cheating, under s 468 of the Penal Code;

(e) criminal breach of trust by a director of a corporation, under s 409(1)(*d*) of the Penal Code, and

(f) converting, transferring and removing the benefits of criminal conduct from Singapore, as well as using these benefits, under ss 47(1)(*b*) and (*c*) of the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) (Cap 65A, 2000 Rev Ed).

The Accused was initially released on bail granted by the District Court. However, bail was revoked by the District Court on 7 February 2024 and he has been in remand ever since.

4 On 26 November 2024, the trial for 42 of the 105 charges above commenced (the remaining 63 charges having been stood down by the Prosecution). I have been presiding over the trial for 35 days and we are now at the point where the Prosecution has just closed its case and the Defence is due to present its evidence before the court. That is the procedural juncture at which the Accused has filed this application to me for bail, pursuant to s 97(1)(*a*) of the Criminal Procedure Code 2010 (2020 Rev Ed) ("CPC").

5 I dismiss the bail application and set out my reasons below.

Background

6 On 16 February 2021, the Commercial Affairs Department ("CAD") conducted a raid on the Accused's premises. On 22 March 2021, he was charged in court and released on court bail of $1.5m. Thereafter, further charges were tendered against the Accused, with the result that on 5 July 2021, the District Court increased the bail amount to $4m. On 20 January 2023, the bail amount was increased yet again to $6m, after more charges were tendered.

7 On 1 March 2023, the Accused was released after bail of $6m had been collectively put up by the two sureties:

(a) the Accused's father furnished bail of $4.5m; and

(b) one Quek Chin Chuan ("Quek") furnished bail for the remaining amount of $1.5m.

On 28 June 2023, Quek was replaced as surety by the Accused's father-in-law ("the father-in-law"), who similarly furnished bail of $1.5m.

8 On 29 January 2024, the Accused was re-arrested on suspicion that he had committed fresh offences relating to attempts to sell a shophouse at Bussorah Street ("the Shophouse"). To explain these attempts, it is necessary to set out some background to the Shophouse:

(a) The Shophouse was purchased by the Accused in the name of his wife, sometime between June and August 2020, at a price of $5m.[5] The Prosecution's case is that the purchase was funded with proceeds from the Accused's offences which are the subject of the present trial.[6]

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5 Cai Jiarong's affidavit at para 11(a).

6 Cai Jiarong's affidavit at para 11(b).

(b) After overt investigations were commenced against the Accused on 16 February 2021, CAD issued an order under s 35(1) CPC prohibiting the disposal of the Shophouse.[6]

(c) A little over two years later, in April 2023, the Accused's wife wrote to CAD (through her lawyers) seeking approval to sell the Shophouse, as she did not want to continue incurring property tax on it.[7] In August 2023, CAD agreed, subject to the sale proceeds being held either by the Accused's private trustees in bankruptcy ("the private trustees") or by CAD.[8]

9 Following CAD's approval, the Accused's wife delegated the conduct of the sale to the Accused.[7] The Prosecution's case is that the Accused had then made two attempts, involving two different buyers, to sell the Shophouse wherein the sale was structured to allow him to secretly pocket $500,000 of the sale proceeds. The Prosecution portrayed both attempts as follows:

(a) In the first attempt, which happened in October 2023, the Accused had engaged his property agent, one "Halim", to sell the Shophouse. Halim found a buyer willing to purchase it at $5.7m ("Buyer 1"). The Accused instructed Halim to sell the Shophouse to Buyer 1 for $5m, on condition that Buyer 1 pays a "commission" of $700,000. Of this "commission", $500,000 would be channelled back to the Accused while Halim and his estate agency would retain the remaining $200,000.[9] Buyer 1 ultimately declined to proceed with the sale, as the commission of 14% (*ie*, $700,000 out of $5m) was out of the

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7 Cai Jiarong's affidavit at para 11(d).

8 Cai Jiarong's affidavit at para 11(c).

9 Cai Jiarong's affidavit at para 11(f).

norm.[10]

(b) The second attempt, which happened in November 2023, involved another one of the Accused's property agents, "Seah". Seah found a buyer willing to purchase the Shophouse for $6m ("Buyer 2") and, upon instructions from the Accused, asked Buyer 2 to channel a side payment of $500,000 to the Accused.[11] Buyer 2 did not proceed with the sale as he was not willing to comply with the Accused's conditions.[12]

CAD explained that the side payment of $500,000 to the Accused, as contemplated by both the attempts detailed above, effectively meant that the transacted sale price would have been *underdeclared*. A buyer proceeding with a transaction structured as such would thus expose himself to the risk of regulatory sanction for under-payment of stamp duty, as well as face constraints in getting the bank to loan him a quantum of funds sufficient to finance the effective purchase price. Given these downsides, CAD explained that buyers would generally be quite hesitant to proceed with a sale structured on such terms. CAD would thus have less reason to probe whether the buyer was indeed diverting part of the purchase price to the seller by way of such a side payment. That being the case, if either Buyer 1 or Buyer 2 had been minded to proceed with the sale *notwithstanding* the hazards just mentioned, it was entirely plausible for CAD to have unwittingly given the Accused the green light to proceed.[13]

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10 Cai Jiarong's affidavit at para 11(h).

11 Cai Jiarong's affidavit at para 12(b)-(c).

12 Cai Jiarong's affidavit at para 12(d).

13 Cai Jiarong's affidavit at para 17.

10 It was also the Prosecution's case that the Accused kept his wife in the dark about how he was proposing to structure the sale of the Shophouse, notwithstanding that she was its legal owner. To keep her out of the loop, the Accused had procured an unknown female to impersonate his wife during a meeting at the conveyancing lawyer's office, as well as to forge his wife's signature on the option to purchase ("OTP") for the Shophouse.[14]

11 On 31 January and 7 February 2024, three additional charges were preferred against the Accused in respect of the two sale attempts detailed above ("the Fresh Charges"):

(a) two charges under s 54(1)(*c*) of the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 (2020 Rev Ed) ("CDSA") read with s 512(2) of the Penal Code 1871 (2020 Rev Ed) ("Penal Code 1871"), in respect of the two attempts to divert $500,000 from the sale of the Shophouse to himself; and

(b) one charge under s 465 read with s 109 of the Penal Code 1871, in respect of abetting the unknown female to forge his wife's signature on the OTP.

Upon the tendering of these charges, the Accused's bail was revoked on 7 February 2024. He has been in remand ever since.

My Decision

12 Given that the Accused has been charged with, *inter alia*, non-bailable offences, the burden of proof is on him to show why bail should be offered: *Public Prosecutor v Yang Yin* [2015] 2 SLR 78 ("*Yang Yin*") at [29]. In

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14 Cai Jiarong's affidavit at para 11(g).

determining if an accused person has discharged that burden, the court must balance two potentially conflicting interests – see *Muhammad Feroz Khan bin Abdul Kader v Public Prosecutor* [2023] 4 SLR 1062 ("*Muhammad Feroz Khan*") (at [26]):

> (a) the accused person's right to liberty, bearing in mind that he has yet to be convicted of the offence(s) with which he is charged; and
>
> (b) the State's interest in ensuring the accused person's attendance in the relevant criminal proceedings.

In attempting to strike that balance, the court does not embark on a rigorous assessment invoking any particular standard of proof. Neither does the court seek to arrive at determinative findings of fact. Rather, what the court does is assess the evidence in its totality, without having to apply the strict rules of evidence, with a view to ascertaining if there are grounds to believe that there exists a real risk of abscondment: see *Public Prosecutor v Sollihin bin Anhar* [2015] 3 SLR 447 at [25].

13 It is also noteworthy that this is a case where the application for bail was made to me *after* bail had been revoked by the District Court (see [11] above). When an accused person makes an application to the High Court under s 97(1)(*a*) CPC after bail has been refused or revoked by the District Court, the situation is akin to that where the High Court exercises its revisionary jurisdiction over the District Court's bail decision (notwithstanding that a formal application for criminal revision has not been filed and the application to the High Court is technically dressed as a first instance motion seeking bail pursuant to s 97(1)(*a*) CPC). Under such circumstances, the High Court would still apply the standard for criminal revision, meaning that it will grant bail only if it is satisfied that the District Court's decision gives rise to "serious injustice":

Muhammad Feroz Khan at [18]. Having heard submissions from both sides, I am of the opinion that if the standard for criminal revision applies, there is no serious injustice in this case warranting a departure from the District Court's decision to revoke bail, meaning that the Accused's bail application should be refused.

14 I am nevertheless more inclined to the view that in light of the procedural history in this case (with me having presided over 35 days of trial thus far), my position in dealing with this bail application is more akin to that of a trial judge exercising his discretion *at first instance* whether to grant bail, rather than that of the High Court exercising its revisionary jurisdiction over the bail decision below. Even then, my conclusion would be the same – the balance in this case should be struck in favour of *refusing* bail.

15 My reasons for refusing the bail application are as follows:

(a) Firstly, there are reasonable grounds to believe that the Accused will abscond if he is released on bail.

(b) Secondly, there are reasonable grounds to believe that the Accused had provided one of his bailors with the funds used to post bail – this would have diluted the "pull" of bail.

(c) Thirdly, the Accused breached his bail conditions by committing an offence while on bail.

(d) Finally, the Accused's remand will not prejudice the conduct of his defence.

I will cover each of these in turn.

Risk that the Accused will flee the jurisdiction if released on bail

16 This present application has been brought under s 97(1)(*a*) CPC, which allows the General Division of the High Court to, *inter alia*, release any accused person on bail at any stage of any proceeding under the CPC. Section 97(1) CPC is in turn expressed to be subject to s 95(1) CPC, which reads:

> An accused ***must not*** *be released on bail* or on personal bond if … (*b*) the accused is accused of any non-bailable offence, and the court believes, on any ground prescribed in the Criminal Procedure Rules, that the accused, if released, will not surrender to custody, be available for investigations or attend court. [emphasis added in italics and bold italics]

17 The evidence adduced thus far contains various indicators suggesting a heightened risk of the Accused fleeing the jurisdiction, should he be released on bail. In summary, these indicators are:

(a) the Accused's access to forged foreign travel documents;

(b) the financial resources which potentially lie at the Accused's disposal, should he flee the jurisdiction;

(c) the strength of the evidence against the Accused; and

(d) the seriousness of the offences with which the Accused has been charged and the likely consequences if he is convicted.

Each of these indicators are canvassed in turn below.

Access to forged foreign identification documents

18 In the course of CAD's investigations, it was discovered that sometime in November 2023, the Accused had borrowed US$35,000 from one Wong Teck Far ("Wong"). The Accused informed CAD that these funds were meant to be applied towards procuring a forged passport. To induce Wong to lend him these

funds, the Accused told Wong that he needed the forged passport to access a bank account in the United Kingdom.[15] In truth, no such bank account existed.[16] After remitting the US$35,000 to the Accused, Wong subsequently sought an update from the Accused as to the status of the attempts to procure the forged passport. The Accused responded to Wong by sending him an image which appeared to capture the following three items:

(a) a forged Slovenian identity card;

(b) a forged Slovenian driver's licence; and

(c) the exterior of a Slovenian passport.

The image, which was stored in the Accused's mobile device, is extracted below:[17]

15 Cai Jiarong's affidavit at para 20(b).

16 Cai Jiarong's affidavit at para 20(d).

17 Image exhibited in Cai Jiarong's affidavit at p 21.

19 The image of the two cards above bore the Accused's photograph and the name "Materska Vitomir". As for the image of the passport (on the right half of the image above), this captured only the exterior of the passport – the personal particulars page within the passport could not be seen from the image. The Accused explained to CAD that he had obtained the image from one "Mark Harper".[18]

20 During the hearing of his bail application, the Accused argued that the fact that he had the image in his mobile device did not mean that he possessed forged travel documents. He claimed that the image of the two forged cards was created by *digitally* altering the image to superimpose his photograph on the two cards and that the altered cards did not exist in *physical* reality.[19] As for the passport captured in the image, the Accused argued that there was nothing to show that the personal particulars within that passport page bore his photograph.

21 In my view, the Prosecution is right to be alarmed by the image of the forged identification documents. Defence Counsel confirmed that the Accused *did* receive the US$35,000 from Wong.[20] I also find it noteworthy that the Accused's affidavit omitted to explain how the US$35,000 was eventually spent. Certainly, the Accused's affidavit stopped short of gainsaying that the US$35,000 *was* (as declared to Wong) meant to procure a forged passport. This then begs the question: If the bank account did not exist (see [18] above), what then was the *actual* purpose of the Accused's endeavour to procure a forged passport? The Accused's affidavit bore no insights into this. It also failed to offer any details about "Mark Harper", such as who this person was and the

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18 Cai Jiarong's affidavit at para 20(e).

19 Accused's 1st affidavit at para 30(h); Accused's 2nd affidavit at para 31.

20 Transcripts for 30 June 2025 at p 51 (lines 17-19).

nature of his relationship with the Accused. It clearly behoves the Accused to offer an explanation, given that images of fake foreign identification documents bearing one's photograph are not things that people *normally* carry around on their mobile devices. More so in the case of the Accused, whose situation is anything but normal – he faces charges alleging him to have squirrelled huge sums of money overseas and which potentially carry a significant term in prison. Given that the Accused's affidavit was bereft of the necessary details to address the above question marks, a reasonable observer viewing the image of the forged identification documents cannot be blamed for putting two and two together and inferring that the Accused had plans to flee the country.

22 I also observe that the image of the forged identification documents is something which was not before the District Court when the bail of $6m was granted on 20 January 2023 – the loan from Wong to procure the forged passport was procured only much later, in November 2023 (see [18] above).[21] The discovery of the image on the Accused's mobile device is thus a material change in circumstance occurring after bail was granted on 20 January 2023, altering the dynamics and militating against the grant of bail: see also *Vang Shuiming v Public Prosecutor* [2023] SGHC 289 at [32].

Financial resources which potentially lie at the Accused's disposal should he flee the jurisdiction

23 Another factor which militates against the grant of bail in this case is the evidence of the Accused having channelled substantial amounts of his alleged proceeds of crime overseas. In *Yang Yin,* the learned Chief Justice Sundaresh Menon opined that access to sources of funds and the means to live comfortably overseas if the accused person absconds is a relevant consideration in deciding

[21] Prosecution's Submissions at para 34.

whether to revoke bail: see *Yang Yin* at [45(d)]. Clearly, this consideration would be equally apposite in deciding whether bail should be offered.

24 In the present case, there is evidence to suggest that the Accused may have spirited over $107m worth of assets to overseas jurisdictions, including China and Indonesia. This is seen in an affidavit affirmed by the Accused himself on 14 September 2022, which he filed in support of his application for an interim order under s 276 of the Insolvency, Restructuring and Dissolution Act 2018 (2020 Rev Ed) ("the Interim Order Affidavit"),[22] in which he proposed a voluntary arrangement to his creditors. In that affidavit, he stated:[23]

> I had *previously gifted substantial assets to various parties in China*, comprising of immovable and movable property, the full details of which (including the location and the approximate value of these properties) have been set out in an excel spreadsheet attached at Appendix 2. [emphasis added]

Appendix 2 of the Interim Order Affidavit goes on to list various assets totalling $107,491,000 in value, many of which had been transferred to the Accused's female friend in China, Li Qiong (who has not returned to Singapore since 2019[24]).

25 CAD indicated that of the $107,491,000 reflected in Appendix 2 of the Interim Order Affidavit, $52.9m (*ie*, more than half), remains unaccounted for. CAD cannot ascertain the exact whereabouts of these assets as they lie beyond our shores.[25] The Accused, on his part, countered that "many of the items in

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22 Exhibited in Ou Jun Tai's affidavit at pp 13-26.

23 Ou Jun Tai's affidavit at para 19.

24 Transcripts for 30 June 2025 at p 43 (lines 19-25).

25 Chiang Jin Jie's affidavit at paras 7-9.

Appendix 2" of the Interim Order Affidavit have already been seized by CAD.[26] If the Accused's contention is true, it would mean that the financial wherewithal which might otherwise have been at his disposal (should he flee overseas) has now been safely repatriated to the hands of local law enforcement agencies. Yet, the Accused has been unable to substantiate his claim that the dissipated assets have indeed been recovered. No attempt was made by him to match the items in Appendix 2 of the Interim Order Affidavit (being the items which he himself admitted to having dissipated) with the inventory of items that were seized by CAD.[27] The Accused claimed that it is difficult to conduct such a matching exercise as he is unable to physically examine the items concerned.[26] In my view, this excuse fails to pass muster – the Accused ought to have at least made an effort to go through the items in Appendix 2 of the Interim Order Affidavit, line by line, to show how they might have translated into the inventory of items that were seized by CAD. He failed to do this.

26 Instead, what the Accused did was to selectively focus on a few specific items in Appendix 2 of the Interim Order Affidavit, which he claimed to have helped CAD to retrieve.[28] I would observe that even for these items, the Accused's explanations have not been particularly satisfactory. One of the items is a digital wallet containing 9,600 Bitcoins, worth about $14.456m. The Accused claimed to have "disclosed" the Bitcoins to CAD.[29] However, it is unclear what the Accused meant by this, *eg*, whether he provided CAD with the wallet's key or its pin. In any case, CAD confirmed that the Accused did not

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26 Accused's 2nd affidavit at para 14.

27 Exhibits P58-33 & P58-34.

28 Accused's 2nd affidavit at paras 11-13.

29 Accused's 2nd affidavit at para 17.

provide CAD with access to any Bitcoin wallet.[30]

27 Quite apart from the $52.9m worth of assets from within Appendix 2 of the Interim Order Affidavit, which CAD says that it has not been able to salvage, there is evidence of the Accused having remitted substantial sums of *cash* overseas:

(a) CAD explained that the Accused admitted to transferring a total of $30.1m overseas, by way of at least 49 hawala transactions effected between March 2019 and February 2021. These transactions entailed the Accused transferring sums from his personal bank accounts to the Singapore bank accounts of intermediaries, who would in turn procure the transfer of an equivalent sum of money to the Accused's intended recipients overseas.

(b) Additionally, the Accused has been charged with making cash transfers of more than $10m to foreign bank accounts – these being the subject of the 90th and 103rd charges. The Accused has failed to address the alleged remittances in these two charges.

28 The upshot of the evidence is that the Accused may have transferred well over $90m worth of cash and assets overseas, all of which presently remain unaccounted for. Considering the sheer size of the amounts involved, saying that the Accused has the potential to "live comfortably" abroad (see [23] above) should he flee the country would be a colossal understatement. This must be regarded as a significant factor militating against the grant of bail.

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30 Chiang Jin Jie's affidavit at para 10.

Strength of the evidence

29 Rule 5(1) of the Criminal Procedure Rules 2018 ("CPR") lists a range of factors which the court must consider when deciding whether an accused person will fail to surrender to custody, be available for investigations or attend court, upon being released on bail. Of relevance is the factor in r 5(1)(*g*):

> the nature and strength of the evidence relating to the offence that the person is accused of, or that the accused is charged with …

In like vein, the learned Chief Justice observed in *Yang Yin* (at [44(a)]) that one of the factors relevant to the determination of whether to grant bail is whether there are ***reasonable grounds for believing*** *the accused person is guilty* of the offence.

30 It is thus necessary for the court, in weighing the risk of abscondment, to assess the nature and strength of the evidence against the Accused. While the rationale has not been spelt out in r 5(1) CPR, one can intuitively grasp why a stronger body of evidence against an accused person might increase flight risk. The stronger the evidence in support of the charges, the greater the likelihood that a conviction will follow. By the same token, the quantum of bail is usually pegged at a premium if an accused person is released on bail post-conviction: see, *eg*, *Public Prosecutor v Nguyen Thi Tuyet and Aw Kim Huak* [2017] SGDC 330 at [30].

31 The Defence argued that the Case for the Prosecution ("CfP") was made available to the Accused from a very early stage of the proceedings, long before his bail was revoked. If he did not abscond then, despite having been apprised of the nature of the Prosecution's case as captured in the CfP, the Defence reasoned that there is no reason to think that the risk of abscondment would be

any greater now when the Prosecution has fully presented its case at trial.[31] I disagree. The CfP gave the Accused a viewing of only a *subset* of the gamut of evidence marshalled by the Prosecution against him – the Defence conceded as much at the hearing of the bail application.[31] Now that the Prosecution has closed its case, the contours of the body of evidence which the Accused must meet have been rendered far more explicit. The Accused has heard the oral testimonies of all the Prosecution witnesses and, more importantly, had the chance to mull over their responses in cross-examination. As the entire weight of the Prosecution's case has now been brought to bear, the assessment of the strength of the evidence against the Accused must focus on the evidence at this present time, when he is applying for bail, and not back when the Accused was served the CfP.

32 With that in mind, I move to the relevant question at hand: does the strength of the Prosecution's evidence (as it currently stands) weigh against the grant of bail? I cannot stress enough that as the Accused has yet to exercise his right to answer the case against him, the presumption of innocence remains front and centre. Having said that, I also cannot ignore the fact that even at this advanced stage of the proceedings – after having heard the questions posed by Defence Counsel when cross-examining the Prosecution witnesses – it is still somewhat unclear to me just what the Accused's defence is. In his bail application, the Accused contended that his predicament arose only because of liquidity issues and maintained that he wants to demonstrate how many of the business enterprises under his control were in fact profitable – see [2] above. However, absent further particularisation, it is not apparent to me just how these assertions serve to negate the ingredients of many of the charges which the

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[31] Transcripts for 30 June 2025 at p 49 (lines 13-22).

Accused must now answer. Until the mist clears over the exact shape of his defence (which will presumably happen once the Accused commences his testimony), I can only conclude that *as of this juncture of the proceedings*, the robustness of the body of evidence against the Accused has reached a point that is sufficient to convincingly tip the balance *against* the grant of bail.

Seriousness of the offence and the likely consequences

33 Rule 5(1) CPR also states that in determining whether an accused person will fail to surrender to custody if released on bail, the court must consider:

> (*e*) the nature and seriousness of the offence that the person is accused of, or that the accused is charged with;
>
> (*f*) the manner in which the person or accused is likely to be dealt with if convicted of that offence;

Both these factors were also alluded to in *Yang Yin* (at [44(b)] & [44(c)]) and *Muhammad Feroz Khan* (at [28]).

34 In the present case, the Accused has been charged with misappropriating amounts of monies that collectively add up to a sum that completely eclipses – many times over – any other figure which one may be minded to pull out from our local pool of criminal precedents. ***If*** *the Accused is found guilty*, and subject to the operation of valid mitigating factors, the custodial term may well approach potentially ponderous proportions. Given this prospect, a healthy dose of caution is called for before the court grants bail.

Risk that Accused provided his bailor with funds to post bail

35 When a surety posts bail, the pain of the bail sum being forfeited incentivises the surety to keep a close eye on the accused person and make sure that the latter does not abscond. The prospect of that pain being visited upon the

surety concurrently incentivises the accused person not to abscond, particularly if the surety is a loved one whom the accused person cares about. It is thus self-evident why this framework of incentives, under which the "pull" of bail holds taut, loses much of its traction once an accused person funds his own bail. Consequently, it is impermissible for an accused person to indemnify the surety for the bail sum: see *Yang Yin* at [35]−[41].

36 In the present case, there is strong reason to believe that the bail of $1.5m put up by the father-in-law was funded by the Accused himself.

37 On the surface, the father-in-law appears to have borrowed monies from various third-party creditors to fund the bail amount of $1.5m.[32] Specifically, the father-in-law signed five separate loan agreements, with one agreement being signed with each of the following five creditors, for the following five sums that collectively add up to $1.4m:

Alleged Creditor	**Sum loaned**
(i) Jason Tan	$550,000
(ii) Esmond Ng	$450,000
(iii) Quek Pei Ying	$300,000
(iv) Ng Siew Kiat	$50,000
(v) Hah Keng Shiang	$50,000
	$1,400,000

If genuine, these five loan agreements would render the father-in-law personally liable (as a debtor) to make good on the funds which he borrowed under these

[32] Accused's 1st affidavit at para 20.

loan agreements to fund the bail.[33] This would mean that if the Accused absconds and the bail is forfeited, the father-in-law loses the money needed for him to repay the five creditors above, who could then sue him for it. The personal liability to which the father-in-law is exposed would thus incentivise him to ensure that the Accused does not abscond.[34]

38 However, when CAD approached the alleged creditors listed above, it found that the first four individuals on the list (who purportedly advanced a collective sum of $1.35m) *did* ***not*** advance to the father-in-law the sums stipulated in the purported loan agreements. In truth, Jason Tan, Esmond Ng and Quek Pei Ying had signed their respective loan agreements with the father-in-law at the Accused's behest, when they collectively visited the Accused at his residence,[35] while Siew Kiat signed his loan agreement with the father-in-law at the behest of the Accused's father.[36] As for Keng Shiang, she informed CAD that she signed the loan agreement without knowing what it was, and at the behest of her son (who came to know the Accused while both were in prison[37]).

39 The Accused nevertheless maintained that he did not put up the funds for the father-in-law to post bail; all the Accused did was to broker the loan agreements that the father-in-law personally signed.[38] However, this runs counter to information which the *father-in-law himself* had given to CAD,

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33 Accused's 2nd affidavit at para 32; Transcripts for 30 June 2025 at pp 54 (line 23) – 55 (line 5).

34 Cai Jiarong's affidavit at para 26.

35 Cai Jiarong's affidavit at para 27(b)-(d).

36 Cai Jiarong's affidavit at para 27(f).

37 Cai Jiarong's affidavit at para 27(e).

38 Transcripts for 30 June 2025 at p 11 (lines 7-11).

which was that the $1.5m bail posted by him comprised $1m from the Accused and $500,000 from the Accused's friends.[39] Investigations further revealed that these friends included:

(a) Jason Tan, who transferred $250,000 to the father-in-law (Jason Tan also admitted to CAD that this sum was obtained from funds procured by the Accused);[40]

(b) Esmond Ng, who transferred $140,000 to the father-in-law (these monies did not come from Esmond Ng himself but from Jason Tan);[41] and

(c) Keng Shiang, who advanced $50,000 from her bank account to the father-in-law (she did not know who deposited the $50,000 into her bank account to begin with).[37]

In following the money trail, CAD discovered that the source of the funds used by the father-in-law to post the bail of $1.5m came largely from cash deposited into his bank account on 28 June 2023 (*ie*, the date when the father-in-law stepped up as bailor in place of Quek – see [7] above). The cash deposited into the father-in-law's bank account included the transfers from Jason Tan, Esmond Ng and Keng Shiang, detailed in (a) to (c) above. CAD had further traced the bank accounts of these three individuals and found that the sums which they advanced to the father-in-law had in turn been similarly deposited into their accounts by way of large cash deposits on 27 or 28 June 2023.

40 The question thus arises as to whether the information which the

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39 Cai Jiarong's affidavit at para 27(a).

40 Cai Jiarong's affidavit at para 27(b).

41 Cai Jiarong's affidavit at para 27(c).

father-in-law gave to CAD – to the effect that the funds which he used for putting up the bail of $1.5m came from the Accused – is indeed true and, if so, where the Accused got the money from. On this, CAD discovered that on or about May 2023 (*ie*, over a month before the father-in-law put up the bail of $1.5m), the Accused borrowed $1.7m from Wong. When Wong was approached by CAD, he informed CAD that he lent this amount to the Accused because the latter *needed the money for the father-in-law to post bail*.[42]

41 Clearly, when the above jigsaw pieces have been put together, the resulting picture portrays a very strong likelihood that the Accused was indeed financing the bail posted by the father-in-law. This significantly diluted the pull of the bail posted by the father-in-law, fully justifying revocation of the bail order. Given that the evidence above suggests that the Accused has no compunction with spinning a web of sham loan agreements to camouflage the fact that the bail monies came from him, I am unable to discount the risk that he will engage in the same course of conduct if I were to grant him bail now. Again, this is a factor militating against the grant of bail.

Accused breached his bail conditions by offending while on bail

42 In determining whether to grant bail, the court should also consider the State's legitimate interest in preventing the accused person from committing further offences while on bail: *Sakthivel Sivasurian v Public Prosecutor* [2023] 5 SLR 1588 at [53]. In furtherance of that interest, s 94(1)(*c*) CPC imposes the default bail condition that the accused person must not commit any offence while on bail.

43 The evidence before me suggests that the Accused may well have

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[42] Cai Jiarong's affidavit at para 19(a).

committed the offences reflected in the Fresh Charges (see [11] above), while he was on bail. To recapitulate, the Fresh Charges pertain to two attempts by the Accused to sell the Shophouse in a manner that allowed him to extract $500,000 of the sale proceeds to himself (see [9] above). To keep his wife in the dark about this scheme, the Accused had arranged for an unknown female to impersonate her and to forge his wife's signature on the OTP at the conveyancing lawyer's office (see [10] above).

44 The Accused sought to downplay the gravity of his actions by claiming that he had voided the OTP a couple of hours after his wife's (forged) signature had been appended, as he had experienced a change of heart.[43] However, no documentary evidence was tendered in support of this claim. Furthermore, the suggestion that the OTP was voided hours after his wife's forged signature was appended runs counter to CAD's evidence that the Accused subsequently went ahead to make *not one but two* attempts at orchestrating a sale of the Shophouse in a manner allowing him to pocket $500,000 (as reflected in the Fresh Charges). CAD's evidence on this is backed by four eyewitnesses: the two property agents (Halim and Seah) as well as Buyer 1 and Buyer 2.[44]

45 The Accused also tried to justify his actions by saying that his attempts at selling the Shophouse, as detailed in the Fresh Charges, were "impossible" attempts.[45] The Accused explained that even before the two attempts detailed in the Fresh Charges, he had made *earlier* attempts to sell the Shophouse for $5.2m to $5.3m. However, the private trustees rejected these earlier attempts on the ground that the proposed sale price was too low. Accordingly, the Accused

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43 Accused's 2nd affidavit at para 21.

44 Prosecution's submissions at para 23(b).

45 Accused's 1st affidavit at para 30(b).

contended that the attempts detailed in the Fresh Charges could not possibly have succeeded, as they involved selling the Shophouse at a price that was *even lower* than that underlying the earlier attempts, which the private trustees had already rejected as being too low.[46] I have my doubts about the Accused's submissions on this. If the purported transactions reflected in the Fresh Charges were indeed "impossible", on account of the price being too low, why did the Accused even bother to embark on attempting them in the first place? In any case, CAD produced evidence showing that the attempted sales as reflected in the Fresh Charges were *not* impossible:[47]

(a) Contrary to the Accused's assertions, the earlier attempts at sale involved sale prices that failed to even cross the $5m mark (*ie*, the sale price was not $5.2m to $5.3m, as claimed by the Accused). This meant that the price underlying the attempts in the Fresh Charges would *not* have fallen below the price underlying the earlier attempts at sale and might consequently not (as the Accused claimed) have been regarded by the private trustees as being too low.

(b) Furthermore, the private trustees had rejected the earlier attempts at sale because the requisite documentation was incomplete and *not* because the price was too low.

46 In any case, it should be noted that an impossible attempt can still give rise to criminal liability: see *Han Fang Guan v Public Prosecutor* [2020] 1 SLR 649 at [108]. Rather than dwelling on whether the attempted sales in the Fresh Charges were impossible, the more pertinent question centres on the nature of the Accused's conduct in embarking on those attempts. In that respect, the

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46 Accused's 2nd affidavit at para 27.

47 Chiang Jin Jie's affidavit at para 13.

Accused displayed no qualms about machinating an elaborate ploy to liquidate and furtively siphon off half a million dollars' worth of value from an asset that was already *protected* by a CAD prohibition order issued under s 35(1) CPC (see [8(b)] above). He went so far as to arrange for someone to impersonate his wife and forge her signature on the OTP. While I have refrained from making any conclusive findings at this stage of the proceedings about whether the wrongdoings were in fact perpetrated, I should highlight that the Accused *admitted* to the court, in the course of these bail proceedings, that he did procure an imposter to sign the OTP.[48] In short, the breach of the Accused's bail condition did not arise from an inadvertent infringement. He had purposefully set out to break the law by means of a sophisticated course of action carefully designed to avoid detection. This is yet another reason for the court to be circumspect before extending bail to him now.

47 The Accused also pointed out that the amount underlying the Fresh Charges was only $500,000, arguing that this was relatively small compared to the size of the amounts at issue in this trial.[49] Revoking or refusing bail on account of the Fresh Charges would thus be draconian. Rather, the Defence argued that a more proportionate response would be for the court to simply raise the bail quantum and impose, as a condition of bail, that "no fresh offence be committed".[50] However, this submission ignores the fact that prior to its revocation, the Accused's bail *already* incorporated a condition that he was not to commit any offences while on bail (by virtue of the operation of s 94(1)(*c*) CPC).[51] This obviously held no sway with the Accused when he went about

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48 Accused's 2nd affidavit at para 21.

49 Accused's 1st affidavit at para 30(a).

50 Accused's submissions at para 13.

51 Transcripts for 30 June 2025 at pp 22 (line 22) – 23 (line 8).

procuring an imposter to impersonate his wife and to sign the OTP. I fail to see how imposing that same condition again is going to keep the Accused in check, if he is released on bail again.

Remand will not prejudice the Accused's conduct of his defence

48 Finally, the Accused contended that being in remand subjects him to a host of practical difficulties which severely constrain his preparations for trial. If this claim is sufficiently substantiated, it would be a valid factor to be taken into consideration when determining whether to grant bail. Thus, in *Yang Yin*, the learned Chief Justice remarked (at [44(h)]) that one of the relevant considerations when deciding whether to grant bail is "whether the grant of bail is essential to ensure that the accused has an adequate opportunity to prepare his defence".

49 I have some sympathy for the Accused's claim that it is practically more difficult for him to conduct his defence while in remand than if he had been on bail, especially in a case as document-heavy as this. However, closer scrutiny of the Accused's grievances demonstrates that these difficulties are not as insurmountable as he made them out to be.

50 Firstly, the Accused claimed that he has difficulties in giving instructions to his lawyers when they visit him. Specifically, he is separated from them by a plexiglass barrier.[52] Any written instructions that he may want to pass to his lawyer must be approved *in advance*, prior to the lawyer's visit. If he inadvertently forgets to seek such prior clearance, the process of handing the written instructions over to his lawyer (sitting on the other side of the plexiglass)

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[52] Accused's 1st affidavit at para 7(d).

is likely to be delayed.[53] The Accused also complained that he has limited visitation slots for his lawyer to see him in prison. Specifically, the Accused complained that despite the complexity of his case, his lawyers only managed to visit for a total duration of less than 16 hours.[54] The Accused also said that upon commencement of the trial, his lawyers had made 34 bookings to see him but only 16 out of these booking slots actually materialised.[55] Allegations were also raised by him about the Singapore Prison Service ("Prisons") cancelling some of the bookings that his lawyers had made.

51 These claims were contradicted by evidence tendered by Prisons. Prisons explained that from 7 February 2024 to date, the Accused had 122 interview booking slots, for meetings with persons who appeared to be his criminal lawyers.[56] As for the 34 booking slots which the Accused alluded to above, Prisons explained that 19 (and not 16, as alleged by the Accused) of the booking slots *did* materialise into meetings.[57] As regards the remaining 15 slots:

(a) six did not materialise because the parties who booked the slots did not show up;[57]

(b) seven were cancelled by the parties who applied for the slots;[58]

(c) one was cancelled by Prisons to make way for the Accused to attend court,[58] and

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53 Accused's 2nd affidavit at para 60-62; see also Simon Tan's 3rd affidavit at para 24.

54 Accused's 1st affidavit at para 7(g).

55 Accused's 1st affidavit at para 53.

56 Simon Tan's 1st affidavit at para 11(b).

57 Simon Tan's 3rd affidavit at para 7(a).

58 Simon Tan's 3rd affidavit at para 7(b).

(b) the remaining slot had likely materialised into a meeting after all.[59]

Given this explanation from Prisons, I do not see how the insufficient utilisation of the slots could be attributed to Prisons. There is also nothing to show that the Accused's remand status had in any way caused the no-shows / cancellations by the persons who had booked the slots to see him.

52 I would add that throughout this trial, I have explicitly expressed my concerns to parties on multiple occasions that Defence Counsel's request for access to the Accused should be accommodated as much as possible, given the complexity of this case. The record of proceedings is replete with instances where I have acceded to requests by Defence Counsel to vacate slots ranging from half a day to more than a day, at material junctures where they needed to take instructions from the Accused in the court lock-up. These many indulgences would also have served to ameliorate any constraints which the Accused might otherwise have faced in accessing his defence team, if any.

53 Secondly, the Accused highlighted that he faced difficulties in corresponding with his lawyers. While in remand, he has a quota of four e-Letters a month. The Accused said that this quota of e-Letters was simply not enough, especially considering that the quota would have to be used not just for correspondence with his lawyers but with his family as well.[60] The Accused claimed that despite the importance of these e-Letters, there were about three occasions in 2024 when his requests for an increase in his e-Letter quota were

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59 Simon Tan's 3rd affidavit at para 7(c)(iii).

60 Accused's 2nd affidavit at para 65.

rejected.[61] He also voiced fears that the prison authorities might be monitoring his correspondence with his lawyers "for intel purposes".[62]

54 In my view, the Accused has not provided me with sufficient details to assess the suggestion that the e-Letter quota had impacted on the preparation of his defence. No particulars were given about the dates when the requests for a quota increase were made by him and what the purpose of the quota increases were for, *eg*, whether they were for letters to his family or to his lawyers. Such particulars are necessary for me to make an assessment, especially since Prisons has filed an affidavit contradicting the Accused's complaint. In its affidavit, Prisons explained that the Accused requested for an increase in his e-Letter quota only once (and not three times as claimed by the Accused) and that this was for a letter to his family (not his lawyers). That request was rejected by Prisons as the Accused had yet to exhaust his existing quota and had thus not demonstrated why an increase was even necessary at that point.[63] The Accused has also failed to persuade me that Prisons' practice of vetting his letters is undergirded by any sinister purpose. Such vetting is for security and good order and has been legislatively provided for.[64]

55 The Accused also claimed that while in remand, he was deprived of access to his belongings, emails and archives.[65] He also claimed that during the six-month period spanning from 29 January to sometime in July 2024, he did

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61 Accused's 2nd affidavit at para 56.

62 Accused's 2nd affidavit at para 59.

63 Simon Tan's 3rd affidavit at para 10.

64 Simon Tan's 3rd affidavit at para 12; Transcripts for 30 June 2025 at pp 38 (line 22) – 39 (line 17).

65 Accused's 1st affidavit at para 8.

not have access to the CfP.[66] However, these claims were rebutted by evidence from the Prosecution:

(a) CAD explained that as early as in January 2022, it stood ready to provide the Accused's lawyers with access to the central processing unit of his computer, his mobile phones, his laptops and his thumb drive. CAD explained that since then, multiple opportunities were given to the Accused's lawyers at the time to collect these items but these were not taken up.[67] The Accused was also given full access to his email accounts as early as in March and April 2021.[68]

(b) As for the CfP, this was served on the Accused's lawyers way back in October 2023,[69] *ie*, a good four months before his bail was revoked.

(c) Prisons also explained that it has been regularly transmitting to the Accused copies of the documents sent in by his lawyers.[70]

56 The Accused also complained of an incident which occurred on 15 March 2025, when he was moved out of his original cell and placed in a separate cell. This move was carried out as the Accused had apparently breached Prisons' e-Letter rules by consuming the e-Letter quota of his cell mate. The Accused was thus moved to another cell so that Prisons could investigate the breach.[71] The Accused claimed that he thought this move would be temporary and had

66 Accused's 2nd affidavit at para 48.

67 Ou Jun Tai's affidavit at para 9.

68 Ou Jun Tai's affidavit at para 10.

69 Ou Jun Tai's affidavit at para 9(b).

70 Simon Tan's 1st affidavit at para 8.

71 Simon Tan's 2nd affidavit at para 6-7.

thus left his glasses and his documents in his original cell.[72] However, when he was not given access to these items even after four to five days, he requested for their return but this request was "not facilitated".[73] It was only two weeks later, on 29 March 2025 (being the Saturday before the commencement of the next tranche of trial on 1 April 2025) that he was given his documents.[74] As for his glasses, the Accused said that Prisons handed these to him *more than two months after that*, on 8 June 2025.[74] To refute these allegations, Prisons filed an affidavit affirming that the Accused:

(a) did *not* make any request for access to his documents after being moved out of his original cell;[75] and

(b) already possessed *another* pair of glasses when he was transferred to the new cell.[76]

In my view, the Accused has failed to demonstrate how this incident impacted on his defence preparation. As a preliminary observation, if he had indeed been concerned about preparing for his defence, it is curious why he did not bring his documents with him to the new cell. It is similarly curious why he waited for four to five days before asking for his documents. More importantly, the account narrated by the Accused, as regards how his request for his items was "not facilitated", is vague to say the least. The Accused failed to provide any details as regards when the request was made, who it was made to and what the reason for the alleged refusal was. This makes it difficult to determine the extent

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72 Accused's 2nd affidavit at paras 65-66.

73 Accused's 2nd affidavit at para 67.

74 Accused's 2nd affidavit at para 69.

75 Simon Tan's 1st affidavit at para 7; Simon Tan's 3rd affidavit at para 31.

76 Simon Tan's 3rd affidavit at para 30.

to which this incident had impeded, if at all, the Accused's preparation of his defence.

57 Finally, the Accused alluded to various other practical difficulties he encountered when preparing for his hearings while in remand. This included having to contend with "lights off" periods that were scheduled for various times of the day,[77] as well as his inability to secure a pen to prepare his defence.[78] In my view, the evidence fails to demonstrate that these alleged limitations were in any way material enough to hamper his ability to conduct his defence. The Accused's grievances about the pen, for example, have not been convincing:

(a) In the Accused's 1st affidavit, he said that he did *not* have a pen in remand.[79]

(b) In his 2nd affidavit, the Accused changed his earlier position and said that he *was* able to request for a pen while in remand (for the hours spanning 11.30am to 4.30pm) but that he was unable to request for a pen *when he attended court*.[80]

(c) In court, Defence Counsel said that the Accused *did* get a pen when in court.[81] However, Counsel then went on to complain that the pen issued to the Accused when he was in remand was too small.[82]

The more that the Accused's account of his difficulties with the pen vacillated,

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77 Transcripts for 30 June 2025 at p 21 (lines 1-6).

78 Accused's 1st affidavit at para 7(e); Accused's 2nd affidavit at para 55.

79 Accused's 1st affidavit at para 7(e)

80 Accused's 2nd affidavit at para 55.

81 Transcripts for 30 June 2025 at p 16 (lines 12-25).

82 Transcripts for 30 June 2025 at p 16 (lines 8-11).

the less convincing it sounded.

58 The Accused also alluded to difficulty in reaching out to witnesses, particularly those who may be more prepared to speak with him personally rather than through his lawyers.[83] Again, this was a vague assertion. He did not name who the witnesses were, what attempts were made to secure their attendance, and how his physical presence would make a difference in persuading them to come forward and testify.

59 Overall, I thus do not find the conditions faced by the Accused in remand, as narrated by him, to be so difficult as to impinge upon his ability to prepare his defence.

Conclusion

60 Accordingly, the application for bail is dismissed.

Christopher Tan
Judicial Commissioner

N K Anitha (Anitha & Asoka LLC) and Yeo Lai Hock, Nichol (Nine Yards Chambers LLC) for the Applicant;
Oh Chun Wei Gordon, Tan Jin Ling Lynn (Chen Jinling), Chan Yi Cheng, Choo Hou Chong, Matthew, Cheng You Duen and Brian Tan Eu-Hern (Attorney-General's Chambers) for the Respondent.

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[83] Accused's 1st affidavit at para 7(f).