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

[2025] SGHC 177

Suit No 734 of 2021

Between

Gurbani & Co LLC

… *Plaintiff*

And

(1) Paulus Tannos
(2) Lina Rawung
(3) Noble Prime Investments Limited
(4) Ensol (Singapore) Pte Ltd

… *Defendants*

JUDGMENT

[Agency — Evidence of agency — When general evidence of control is insufficient]
[Evidence — Adverse inferences — Whether adverse inferences appropriate without order for discovery]

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v
Paulus Tannos and others

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05 September 2025 Judgment reserved.

Wong Li Kok, Alex J:

Introduction

1 The plaintiff, Gurbani & Co LLC ("Gurbani"), is a law practice registered in Singapore. The first defendant, Mr Paulus Tannos ("Mr Tannos"), was a former client of Gurbani. Gurbani had commenced a suit against Mr Tannos earlier for unpaid costs and successfully obtained judgment against Mr Tannos on 22 September 2020 ("the Judgment"). The Judgment was for $578,276.48 and interest and costs ("the Judgment Debt"). The Judgment Debt remains unsatisfied. The present action is part of Gurbani's attempts at seeking payment for the satisfaction of the Judgment Debt. The essence of Gurbani's claim is that the second and third defendants hold assets on behalf of Mr Tannos.

2 The second defendant, Ms Lina Rawung @ Hioe Wie ("Ms Rawung"), is the ex-wife of Mr Tannos. The third defendant, Noble Prime Investments Ltd

("Noble"), is a company incorporated in the British Virgin Islands. The parties do not agree on the beneficial ownership of Noble.

3 The fourth defendant, Ensol (Singapore) Pte Ltd ("Ensol"), is a company incorporated in Singapore providing corporate services. Ensol was the sole director of Noble since Noble was incorporated in 2013 until 2021. However, the action against Ensol has been discontinued by Gurbani.

Factual background and procedural history

Facts leading up to the Judgment

4 The Managing Director of Gurbani, Mr Govintharasah s/o Ramanathan ("Mr Ramanathan"), first met Mr Tannos in 2012.[1] The family of Mr Tannos (including Ms Rawung) had wished to leave Indonesia, where they were previously doing business, due to the financial and legal troubles they faced there.[2] Mr Tannos and Ms Rawung have been divorced since 19 January 2012.[3]

5 Gurbani was engaged to act for Mr Tannos, his family, and various companies associated with Mr Tannos.[4] The legal work done by Gurbani included advising Mr Tannos on his relocation to Singapore, the legal troubles he faced in Indonesia, as well as litigation and arbitration proceedings in Singapore involving Mr Tannos and companies associated with him.[5]

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1 Mr Govintharasah s/o Ramanathan's Affidavit of Evidence-in-Chief affirmed 28 June 2024 ("Mr Ramanathan's AEIC") at para 7.

2 3 AB 137–142 and 146–151.

3 Mr Paulus Tannos' Affidavit of Evidence-in-Chief sworn on 25 June 2024 ("Mr Tannos' AEIC") at para 9.

4 Mr Ramanathan's AEIC at para 6.

5 Mr Ramanathan's AEIC at paras 7, 8, 11 and 16.

6 Since Gurbani was engaged by Mr Tannos in 2012 and up till February 2018, Mr Tannos had arranged for the bills issued by Gurbani to be paid. These payments originated from the bank accounts of Mr Tannos, Ms Rawung or Noble.[6]

7 On 2 September 2020, Gurbani commenced HC/S 824/2020 against Mr Tannos for unpaid costs of legal work performed by Gurbani on the instructions of Mr Tannos. The outstanding amount was $578,276.48. On 22 September 2020, Gurbani obtained the Judgment upon the failure of Mr Tannos to enter an appearance.[7]

Enforcement of the Judgment

8 However, Gurbani has been unsuccessful in obtaining payment from Mr Tannos for the Judgment Debt despite its attempts at enforcing the Judgment. On 2 May 2021, the court allowed Gurbani's application to examine Mr Tannos as the judgment debtor. The answers provided by Mr Tannos under examination are relied on by Gurbani in the present claim. These answers include the following:

(a) in relation to Ms Rawung:

(i) there were occasions in 2017 where Mr Tannos and Ms Rawung would transfer funds to each other's personal bank accounts for the purposes of paying Gurbani's bills;[8]

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6 Mr Ramanathan's AEIC at para 13.

7 1 AB 309.

8 2 AB 453.

(ii) Mr Tannos was given a Mercedes-Benz car owned by Ms Rawung to drive since a few years before 2021;[9] and

(iii) Mr Tannos continued to live with Ms Rawung after their divorce across three different properties owned and paid for by Ms Rawung;[10] and

(b) in relation to Noble:

(i) although Noble is beneficially owned by Mr Tannos' brother, Mr Jusak Tannos Yang Bernhard ("Mr Jusak"), Mr Tannos was previously able to instruct payment from Noble to Gurbani because Mr Jusak had provided him a $20m line of credit through Noble;[11] and

(ii) Mr Tannos is a co-signatory with Ms Rawung for the withdrawal of funds for specific purposes from Noble's bank account with Bank of Singapore.[12]

Gurbani's self-representation

9 On the first day scheduled for trial of the present claim, Mr Tannos objected to Gurbani acting for itself as both counsel and party in the present action. Mr Tannos was especially concerned because Mr Ramanathan himself would have conduct of the trial as counsel but would also be called as a factual witness for Gurbani, being Gurbani's Managing Director. After hearing the

9 2 AB 436.

10 2 AB 383, 417, 418, 420, 422, 428, 445 and 455.

11 2 AB 395.

12 2 AB 399, 406, 408 and 438.

parties, I dismissed Mr Tannos' application to have Mr Ramanathan discharged as counsel.

10 The court must be cautious when dealing with such applications made at a late stage (*Then Khek Khoon and another v Arjun Permanand Samtani and another* [2012] 2 SLR 451 at [28]; see also *Foo Jong Long Dennis v Ang Yee Lim Lawrence and another* [2016] SGHC 10 ("*Dennis Foo*") at [171]). In *Dennis Foo* (at [161(e)]), the court explained how such applications should be decided:

> (e) A court will have to balance the mischief that is to be prevented against the right of a party to be represented by a lawyer of his choice. This involves a balancing of all the facts and circumstances including the alleged breach, the *bona fides* of the opposing-party-applicant, the time at and circumstances under which the application is made and the mischief the rule is intended to prevent …

11 Balancing the mischief that would be caused by Mr Ramanathan's representation of Gurbani against Gurbani's right (as a party) to choose its own counsel, I ultimately allowed Mr Ramanathan to continue to represent Gurbani. Mr Tannos' objection was not entirely without merit as there was a risk of conflict of interest. On the one hand, Mr Ramanathan had a paramount duty to the court as an officer of the court. On the other hand, Mr Ramanathan had a personal interest in the litigation as a representative of Gurbani. However, in my judgment, the right of Gurbani to choose its own counsel (in this case, itself) trumped those concerns. This was especially so considering that Mr Tannos' application was made only on the first day of trial despite Gurbani representing itself through Mr Ramanathan from the outset. In my judgment, the application was more tactical than motivated by a true concern that the administration of justice would be undermined. Further, the granting of the application would have resulted in severe prejudice to Gurbani; it would have had to instruct new

lawyers (whether from Gurbani or otherwise) who would have no time to familiarise themselves with the case unless the trial dates were vacated. The trial thus proceeded with Mr Ramanathan representing Gurbani as counsel and giving evidence as the primary witness for Gurbani.

The parties' pleadings

12 In this action, Gurbani initially claimed for declarations that Mr Tannos "is the true and beneficial owner of immovable and movable property which he has caused to be held" in the names of Ms Rawung and Noble respectively, including funds in their bank accounts. It also seeks "liberty to enforce [the Judgment] against assets which are held under [Ms Rawung's] and [Noble's] names but found to be in the ownership of [Mr Tannos]".[13] These claims were premised on the following assertions by Gurbani:

(a) Mr Tannos has derived substantial financial benefit from, and/or used as his own, the assets held under Ms Rawung's name including her residential property, the funds in her bank accounts and her car. These were provided freely and for no consideration.[14]

(b) Ms Rawung has never been gainfully employed, whereas Mr Tannos had earned substantial sums from his businesses in Indonesia.[15]

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13 Gurbani & Co LLC's Statement of Claim dated 2 December 2021 ("SOC") at p 14.

14 SOC at paras 17(i)–(iii).

15 SOC at para 17(iv).

(c) The divorce between Ms Rawung and Mr Tannos is a sham divorce arranged purely for the purposes of evading Mr Tannos' creditors.[16]

(d) Mr Tannos has derived substantial financial benefit from, and/or used as his own, the assets held under Noble's name including funds in its bank accounts. These were provided freely and for no consideration. Further, Mr Tannos exercises total or substantial control over Noble's assets.[17]

(e) Mr Tannos undertook to pay the legal costs incurred after February 2018 and made "explicit representations that he intended to use the funds in [Ms Rawung's] and [Noble's] bank accounts to pay [Gurbani's] fees".[18]

13 The key assertions by Mr Tannos in his Defence are as follows:

(a) The ultimate and sole beneficial owner of Noble is Mr Jusak, and the assets of Noble belong to Mr Jusak.[19]

(b) In so far as payments of Gurbani's bills were made out of Ms Rawung's or Noble's bank accounts, they were loans extended by them respectively to Mr Tannos.[20] Transfers from Ms Rawung's account

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16 SOC at para 18(iii).

17 SOC at para 22.

18 SOC at para 26.

19 Mr Paulus Tannos' Defence dated 22 December 2021 ("Mr Tannos' Defence") at paras 11, 12 and 32(a).

20 Mr Tannos' Defence at para 21.

to Mr Tannos' account constituted bridging loans to allow him to settle legal fees.[21]

(c) Mr Tannos did not provide any undertaking to pay Gurbani's bills.[22]

(d) Mr Tannos continued to live with Ms Rawung after their divorce for the sake of their children, and he drove her car to send Ms Rawung for her appointments and to run errands for the house.[23]

14 The key assertions by Ms Rawung and Noble in their combined Defence are as follows:

(a) The ultimate beneficial owner of Noble is Mr Jusak, although the sole legal shareholder is one Classy Elite Ltd ("Classy Elite").[24] Noble was incorporated to hold the assets of Mr Jusak.[25] Mr Tannos was appointed as an authorised signatory for Noble's bank account with Bank of Singapore to assist Mr Jusak who was located in the US.[26] Mr Tannos and Ms Rawung were removed as authorised signatories in 2017 pursuant to the instructions of Mr Jusak.[27]

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21 Mr Tannos' Defence at para 30.

22 Mr Tannos' Defence at para 22.

23 Mr Tannos' Defence at para 30.

24 Ms Lina Rawung's and Noble Prime Investments Limited's Defence dated 22 December 2021 ("Ms Rawung's and Noble's Defence") at para 5(f).

25 Ms Rawung's and Noble's Defence at paras 7 and 16.

26 Ms Rawung's and Noble's Defence at para 18(b).

27 Ms Rawung's and Noble's Defence at para 19(b).

(b) Neither Ms Rawung's nor Noble's assets are beneficially owned by Mr Tannos. They are not held on trust for Mr Tannos. Any payment they made on behalf of, and loans made to, Mr Tannos for the purpose of paying Gurbani's bills were ultimately reimbursed to Ms Rawung and Noble.[28] In the same vein, Ms Rawung and Mr Tannos did not use each other's funds interchangeably.[29]

(c) Noble extended a $2m line of credit to Mr Tannos for the purpose of making payments to Gurbani.[30]

(d) Throughout the duration of their marriage, Mr Tannos and Ms Rawung maintained separate assets.[31] Ms Rawung inherited substantial wealth, which she was instructed to and did keep separate from Mr Tannos.[32] She holds or held positions in various corporate entities.[33] Despite their divorce, Ms Rawung lives with Mr Tannos as they are attempting reconciliation.[34] Ms Rawung had mistakenly sworn in affidavits in other proceedings after their divorce that she was married to Mr Tannos.[35]

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28 Ms Rawung's and Noble's Defence at paras 8(b), 10, 13(a), 18(b) and 19.

29 Ms Rawung's and Noble's Defence at para 13(h).

30 Ms Rawung's and Noble's Defence at para 19(c).

31 Ms Rawung's and Noble's Defence at para 13(b).

32 Ms Rawung's and Noble's Defence at para 13(e).

33 Ms Rawung's and Noble's Defence at para 13(j).

34 Ms Rawung's and Noble's Defence at para 13(f).

35 Ms Rawung's and Noble's Defence at para 14.

Clarifying Gurbani's case as the plaintiff

15 It is apparent to me that Gurbani's initial claims (see [12] above) are unjustifiably wide and could not have followed from its factual assertions. In its oral closing submissions, Gurbani reduced the scope of the declarations sought. It now only seeks declarations that Mr Tannos is the true and beneficial owner of:[36]

(a) the property at 37 Scotts Road #24-01 ("the Scotts Property") which he caused to be held in Ms Rawung's name; and

(b) the property at 21 Oxley Walk #05-13 ("the Oxley Property") which he caused to be held in Noble's name.

16 Gurbani made it very clear in its closing submissions that it is *not* relying on there being a trust in Mr Tannos' favour in respect of either property. Gurbani also clarified that it is not relying on piercing the corporate veil of Noble. Instead, Gurbani's case is premised on Ms Rawung and Noble acting as nominees and/or agents for Mr Tannos in relation to the acquisition and holding of the two properties.[37] In this respect, it relies heavily on *Prest v Petrodel Resources Ltd and others* [2013] 2 AC 415 ("*Prest*"), as well as the drawing of adverse inferences against the defendants.

Issues to be determined

17 Thus, the issues that I have to determine are:

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36 Minute Sheet ("MS"), 13 May 2025, pp 12–13.

37 MS, 13 May 2025, pp 7–8; Plaintiff's Reply Written Submissions dated 7 May 2025 ("PRWS") at para 22.

(a) whether Noble acquired the Oxley Property as nominee/agent for Mr Tannos; and

(b) whether Ms Rawung acquired the Scotts Property as nominee/agent for Mr Tannos.

The applicable legal principles

Agency principles contained in Prest

18 The Court of Appeal has not taken a firm view on whether the principles in *Prest* which limit the scope of corporate veil piercing apply under Singapore law (*Sun Electric Pte Ltd and another v Menrva Solutions Pte Ltd and another* [2019] SGCA 51 at [9]; *Nicholas Eng Teng Cheng v Government of the City of Buenos Aires* [2024] 1 SLR 608 at [45]). However, as mentioned, Gurbani is not asking me to pierce the corporate veil of Noble. Therefore, I only consider *Prest* to the extent that it is relevant to Gurbani's case.

19 Lord Sumption JSC, giving the leading judgment in *Prest*, stated (at [16]) that "[p]roperty legally vested in a company may belong beneficially to the controller, if the arrangements in relation to the property are such as to make the company *its controller's nominee* or trustee *for that purpose*" [emphasis added]. When considering *Gencor ACP Ltd and others v Dalby and others* [2000] 2 BCLC 734 ("*Gencor*"), Lord Sumption was also of the view (at [31] of *Prest*) that the judge's analysis regarding the nominee-beneficiary relationship between the company and its controller in *Gencor* "would have been exactly the same" if the nominee was a natural person instead.

20 I discuss *Gencor* in greater detail (at [23]) below. For present purposes, I accept Gurbani's reliance on the quoted passages above. These are trite principles of agency law. An agent may obviously be a natural person or a

company. An agent must also account to the principal for property received on the latter's behalf (see Tan Cheng Han, *The Law of Agency* (Academy Publishing, 2nd Ed, 2017) at paras 03.007 and 07.006).

21 Gurbani also refers to Mr Tannos as having "concealed" his assets in its submissions.[38] It is clear to me that Gurbani is using the word in its ordinary sense, and not referring to the "concealment principle" as explained in *Prest* (at [28]).[39]

22 In any case, the concealment principle would not have assisted Gurbani, as it is simply concerned with *identifying the real actors* behind an act (*Prest* at [28]). In *Prest* (at [29]), Lord Sumption analysed *Gilford Motor Company, Limited v Horne* [1933] Ch 935 ("*Gilford*") and explained that the concealment principle applied there because "[t]he *only* relevance of the interposition of the company was to maintain the *pretence* that it was being carried on by others" [emphasis added]. Thus, the injunction in *Gilford* to stop the breach of the non-compete clause could be maintained against both Mr Horne (the party subject to the clause) and a company in which his wife and a business associate were shareholders. The company was in reality carrying on Mr Horne's business. The analysis by Lord Sumption clearly shows how the concealment principle is to be applied: it is ultimately concerned with an act and identifying the true actor behind that act. In *Gilford*, the relevant act was the carrying on of a competing business, and the true actor was identified as Mr Horne as the *de facto* controller of the company. However, even if I assume for present purposes that Mr Tannos has general control over Noble, as I explain at [43]–[47] below, there is

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38 Plaintiff's Written Submissions dated 22 April 2025 ("PWS") at paras 13, 14, 19 and 67; and PRWS at paras 3, 14, 15, 25 and 34.

39 See MS, 13 May 2025, pp 9–10.

insufficient evidence that the act of acquiring the Oxley Property was orchestrated *by* Mr Tannos. It cannot be said that Noble was in reality purchasing property for Mr Tannos' personal use.

23 The concealment principle may be contrasted with the agency argument. Instead of making *a finding of fact as to the true actor* behind an act, the agency argument invites the court to consider the *legal relationship* between two persons to reach the conclusion that one acted as another's nominee or agent. This is elucidated in Lord Sumption's analysis of *Gencor* in *Prest*. In *Gencor*, the plaintiff brought, among others, a claim for an account of secret profits received by a company and its controller. The judge in *Gencor* ordered an account against both the company and its controller, and considered that he was piercing the corporate veil of the company. However, in *Prest* (at [31]), Lord Sumption explained that no corporate veil was actually pierced in *Gencor*. Instead, the controller and the company were both *independently* liable to account to the plaintiff. The controller was liable to account to the plaintiff because it was the controller who had in law *received the secret profits* (in breach of his fiduciary duties to the plaintiff) *through the company which was his nominee*. The company was also liable to account to the plaintiff as the controller's knowledge of the plaintiff's equitable interest could be imputed to the company. Thus, in *Gencor*, the court had to find "the true facts about [the company's] legal relationship with [the controller]".

24 The nature of the agency argument is made even clearer in Lord Sumption's analysis of *Trustor AB v Smallbone and others (No 2)* [2001] 1 WLR 1177 ("*Trustor*") in *Prest*. In *Trustor*, the relevant company received moneys on behalf of its controller. Lord Sumption stated as follows (at [32] of *Prest*):

> 32 … This conclusion did not involve piercing the corporate veil, and did not depend on any finding of impropriety. It was simply an application of the principle … that *receipt by a company will count as receipt by the shareholder if the company received it as his agent or nominee*, but not if it received it in its own right. To decide that question, it was necessary to establish the facts which demonstrated the *true legal relationship* between [the controller] and [the company]. [The controller]'s ownership and control of [the company] was only one of those facts, not in itself conclusive. Other factors included the circumstances and the source of the receipt, and the nature of the company's other transactions if any.
>
> [emphasis added]

25 Applying the above principles, for Gurbani to rely on the agency argument, it must prove that Ms Rawung and Noble each acted as an agent for Mr Tannos *in the acquisition* of the Scotts Property and the Oxley Property respectively (see [19] above). If there is no direct evidence of an agent-principal relationship between Mr Tannos and Ms Rawung/Noble, such a relationship may be inferred from the surrounding circumstances, including the principal's ownership and/or control of the alleged agent, the circumstances surrounding the purchase of the property, the source of funding for the purchase, as well as (in the case of Noble) the nature of the company's other transactions (see [24] above).

Drawing of adverse inferences

26 As alluded to (at [16] above), Gurbani's factual case rests heavily on the drawing of adverse inferences against the defendants. In this regard, its reliance on matrimonial decisions is misplaced. In the context of division of matrimonial assets, it is well-established that the court may draw adverse inferences against a party who fails to comply with his duty of full and frank disclosure (*USB v USA and another appeal* [2020] 2 SLR 588 ("*USB v USA*") at [46]). The basis for drawing such an adverse inference lies in the court's wide mandate to ensure

the "just and equitable" division of matrimonial assets under s 112(1) of the Women's Charter 1961 (2020 Rev Ed) (*UZN v UZM* [2021] 1 SLR 426 ("*UZN v UZM*") at [16] and [20]). Further, the drawing of adverse inferences in such situations takes place against the backdrop of unique proceedings in which there is usually no cross-examination. The duty of full and frank disclosure thus takes on particular significance (*UZN v UZM* at [17]). Indeed, the Court of Appeal in *USB v USA* (at [57]) explained that the court can draw an adverse inference even *without* a corresponding order for discovery. A party's failure to comply with a summons for discovery is merely "one factor that may weigh in favour of the court's decision to draw an adverse inference against him or her".

27 However, the basis for drawing an adverse inference in the matrimonial context is different from the basis for drawing an adverse inference in the context of an ordinary civil claim. In the ordinary civil context, the basis for drawing an adverse inference is illustration (*g*) to s 116 of the Evidence Act 1893 (2020 Rev Ed) ("s 116(*g*) EA"), which provides that the court may presume "the evidence which could be and is not produced would if produced be unfavourable to the person who withholds it". Thus, adverse inferences can only be drawn when there is evidence which *should* have been produced but were not so produced (*Sudha Natrajan v The Bank of East Asia Ltd* [2017] 1 SLR 141 ("*Sudha Natrajan*") at [19]). Further, the party inviting the court to draw the adverse inference must also have some evidence, even if weak, on the issue in question. There must be a case to answer on that issue which is then strengthened by the drawing of the adverse inference (*Sudha Natrajan* at [20(c)]).

28 In my judgment, the circumstances justifying the drawing of adverse inferences is necessarily wider in scope in the context of a division of matrimonial assets as compared to that of an ordinary civil claim. Thus, I

consider the adverse inferences that Gurbani invites me to draw in accordance with the settled principles in s 116(*g*) EA and *Sudha Natrajan*.

Noble did not acquire the Oxley Property as nominee/agent for Mr Tannos

29 In my judgment, Gurbani fails to prove its case against Noble, even after I draw the adverse inferences appropriate for a civil case. Ultimately, the burden of proof lies on Gurbani as the plaintiff. Simply pointing out flaws in the defendants' case (an endeavour to which Gurbani dedicated considerable effort) will not aid Gurbani in succeeding in its claim.

Mr Tannos beneficially owns and controls Noble

Mr Leng's evidence and Noble's previous transactions

30 Gurbani's positive case against Noble rests on the following two key planks:

(a) the testimony of Mr Leng Siew Wei Aloysius ("Mr Leng") which allegedly shows that Mr Tannos had ownership and control of Noble; and

(b) Noble's previous transactions which allegedly evidence Mr Tannos' control over Noble.

31 Mr Leng is the director of Ensol. In that capacity, he met Mr Tannos in 2013 who wanted to incorporate Noble. Noble was thus incorporated and Ensol was appointed as a nominee director of Noble. In 2021, Mr Tannos requested that the directorship of Noble be transferred from Ensol to Mr Jusak. In 2022,

Mr Tannos requested that the directorship be transferred from Mr Jusak to him. Mr Leng executed both of the requested transfers.[40]

32 The above evidence is not disputed. However, I disagree with Gurbani that Mr Leng's evidence shows that Mr Tannos *owned* Noble.[41] First, his evidence cannot and does not, by itself, refute what the defendants had to say about the beneficial ownership of Noble (see [14(a)] above) which is apparently corroborated by documentary evidence.[42] Under cross-examination, Mr Leng accepted that he was unable to give evidence as to the ownership of Noble.[43] Any reference to "beneficial owner" that Mr Leng made was therefore only a reference to the *client* of Ensol, *ie*, the person with whom Ensol communicated for the purposes of providing corporate secretarial services to Noble.[44]

33 Second, I disbelieve Mr Leng's evidence that he *only* had contact with Mr Tannos when receiving instructions regarding Noble.[45] His evidence shifted from such an absolute position to him *not being able to recall* whether Ms Rawung was ever present with Mr Tannos and *not being sure* whether he ever dealt with Ms Rawung.[46]

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40 Mr Leng Siew Wei Aloysius' Affidavit of Evidence-in-Chief sworn on 4 September 2024 ("Mr Leng's AEIC") at paras 1 and 12–15.

41 PWS at para 102.

42 NAB 5.

43 Notes of Evidence ("NE"), 28 February 2025, 74:17–75:8.

44 NE, 28 February 2025, 105:15–22.

45 Mr Leng's AEIC at para 16.

46 NE, 28 February 2025, 5:14–18 and 5:24–6:17.

34 Third, under cross-examination, Mr Leng accepted that the client he dealt with may be a subordinate or employee acting on behalf of a principal:[47]

> Q. All right, I won't ask a hypothetical, I'll make it a real question. If Tannos was the subordinate of 2nd defendant, right, you wouldn't know, would you?
>
> A. You mean if Tannos was?
>
> Q. He was, say, an employee or subordinate of the 2nd defendant?
>
> A. That's a hypothetical question. I only dealt with Mr [Tannos] who comes to me every time.
>
> Q. Yes, I know, but if Mr Tannos was the employee of the 2nd defendant --
>
> A. I do not know.
>
> Q. You don't know?
>
> A. Yeah.

Mr Leng simply did not know and indeed was not in a position to find out whether Mr Tannos was acting for himself or on behalf of another when giving instructions in relation to Noble.

35 Fourth, a contemporaneous document which, on its face, is contrary to Mr Leng's evidence was not satisfactorily explained. There was a note of costs dated 29 December 2021 for work done by Ensol *in relation to Noble* that was addressed to "Mdm Hioe Wie" which is Ms Rawung's alias.[48] Mr Leng explained that he simply followed Mr Tannos' instructions to issue the bill to "Mdm Hioe Wie". But he also indicated that he would not have put down *any*

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47 NE, 28 February 2025, 73:22–74:9.

48 Exhibit 2/3D1, Tab 4.

name that Mr Tannos provided.[49] Yet, it was his evidence that he never interacted with Ms Rawung.

36 Therefore, I give little weight to Mr Leng's evidence in so far as Gurbani attempted to rely on it to show Mr Tannos' beneficial ownership of Noble.[50] However, I accept that Mr Tannos had some degree of control over the affairs of Noble given his interactions with Mr Leng.

37 In relation to Noble's previous transactions, Gurbani refers me to two main categories: (a) Noble's payment of bills issued by Gurbani, for which Mr Tannos was personally liable; and (b) Mr Tannos' receipt of money from Noble.[51] I agree with Gurbani that these show Mr Tannos' general control over Noble. However, the transactions are not specific to the acquisition of the Oxley Property (see [43] below). The transactions are also equivocal as to Mr Tannos' alleged ownership of Noble, but Gurbani need not rely on these transactions because, as I explain below, I draw an adverse inference to the same effect.

Adverse inference that Mr Tannos owns the shares of Noble

38 Gurbani invites me to draw an adverse inference against Mr Tannos and Noble for:

(a) failing to disclose documents in the examination of judgment debtor proceedings;[52] and

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49 NE, 28 February 2025, 42:11–43:25.

50 See PWS at para 102.

51 6(1) AB 123–124, 166 and 173.

52 PWS at paras 47–48.

(b) failing to disclose documents in accordance with the production order in HC/ORC 6763/2024 ("the Discovery Order").[53]

39 In my judgment, the mere non-disclosure of documents in the *separate* examination of judgment debtor proceedings does not provide a basis for me to draw an adverse inference in the present case. In any event, on the documents in question there, the adverse inference drawn would at most mean that Noble acted as agent for Mr Tannos *in paying bills which Mr Tannos owed to Gurbani*. Such an adverse inference would not have aided Gurbani beyond what it has already proven above.

40 However, on the basis of the non-compliance with the Discovery Order, I agree with Gurbani that it is appropriate to draw an adverse inference against Mr Tannos and Noble. Among other documents, Noble was ordered to produce:

> b. Documents identifying all the shareholders of [Noble] *from 28.2.2013 to date*, including any and all changes in shareholders and directors if any and the date of the change; [and]
>
> c. Documents identifying all the directors of [Noble] *from 28.2.2013 to date*, including any and all changes in shareholders and directors if any and the date of the change[.]
>
> [emphasis added]

41 In response, the only relevant documents disclosed in the 2nd and 3rd Defendants' Supplementary List of Documents were the following four documents: (a) Certificate of Incumbency of Classy Elite dated 15 September 2017; (b) Certificate of Incumbency of Noble dated 21 June 2017; (c) Certificate

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53 PWS at paras 52–54.

of Incumbency of Noble dated 22 December 2021; and (d) Certificate of Incumbency of Classy Elite dated 26 September 2022.[54]

42 In my judgment, the defendants (and Noble in particular) have failed to comply with the Discovery Order. The certificates of incumbency on *specific dates* between *2017 and 2022* are insufficient to discharge their obligation under the Discovery Order. The Discovery Order clearly required the defendants to account for *any changes in Noble's shareholding starting from 2013*. The defendants' disclosure in this regard was woefully deficient. Even if certificates of incumbency were only prepared by the corporate service providers upon instruction, the defendants could and should have produced documents in relation to, for instance, share transfers, receipt or payment of purchase price for any sale of shares, and/or instructions to the corporate service providers to update their records (even where no certificate of incumbency was sought). I find it unbelievable that no records of such a nature exist. Pursuant to s 116(*g*) EA, I infer from the defendants' non-disclosure that the documents would have revealed that the ultimate beneficial owner of Noble is Mr Tannos.

Gurbani has not proven that Noble acquired the Oxley Property on Mr Tannos' behalf

43 However, ownership of Noble does not equate to ownership of Noble's assets. Considering the relevant evidence and the adverse inference drawn, Gurbani has still fallen short of proving its case against Noble, *ie*, that Noble acquired the Oxley Property as nominee/agent for Mr Tannos. Crucially, there is no evidence before me in relation to *the acquisition of the Oxley Property*, *eg*, who orchestrated or directed the acquisition, or who paid for the acquisition.

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[54] 2nd and 3rd Defendants' Supplementary List of Documents dated 10 January 2025 at p 2, 4–5.

None of the witnesses called by Gurbani gave any evidence on these issues. Indeed, no adverse inference can be drawn against the defendants on these issues as well (see [66] below).

44 I note that there is seemingly a discovery order with which Noble's non-compliance could found an adverse inference. Prayer 3(k) of Gurbani's Summons for Discovery in HC/SUM 2776/2024 ("SUM 2776") was for Noble to disclose "[d]ocuments showing instructions to [Noble] for [Noble] to purchase the [Oxley Property], including the name of the person or persons giving instructions". The learned Assistant Registrar that made the Discovery Order on 13 December 2024 did not allow prayer 3(k). On 10 January 2025, Ms Rawung and Noble filed their supplementary list of documents and affidavit verifying the same. It was only on 3 February 2025 that I heard HC/RA 227/2024 ("RA 227") and partially allowed the appeal which required, among others, Noble to disclose the documents stated in prayer 3(k) of SUM 2776.

45 At the RA 227 hearing, Gurbani suggested that it would take up any issue of non-compliance "in the trial".[55] To that, I made my directions clear that any missing documents or objections with compliance must be raised before the first day of trial.[56] I reiterated that it must be done "well in advance of the trial", and that parties should not allege non-compliance "on the first day of trial".[57]

46 As it turned out, Noble did not disclose the documents stated in prayer 3(k) of SUM 2776. But the non-compliance was not raised before trial. Indeed, it was *never* raised by Gurbani. Even in Gurbani's closing submissions, it relies

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55 MS, 3 February 2025, p 18.

56 MS, 3 February 2025, p 18.

57 MS, 3 February 2025, p 19.

on various specific instances of non-compliance with the Discovery Order and my decision in RA 227, but curiously *not* on any non-compliance with prayer 3(k).[58] Further to the fact that any complaint of non-compliance (if it were made) would have been belated, Gurbani itself appears to not have taken any objection to Noble's position that Noble was not required to file an additional affidavit if no documents falling within prayer 3(k) exists.[59] In the circumstances, even if Gurbani had invited me to draw an adverse inference against Noble on the basis of non-compliance with prayer 3(k) of SUM 2776, I would refuse to do so.

47 Thus, all that Gurbani has proven is that Mr Tannos owns and controls Noble. It is perfectly appropriate for individuals to incorporate companies and operate them as separate legal entities, even with the latter owning its own assets separate from the former. There is nothing inherently wrong with an individual taking advantage of the benefits of such incorporation (*Sun Electric Pte Ltd and another v Menrva Solutions Pte Ltd and another* [2018] SGHC 264 at [142]).

48 I therefore can only conclude that Mr Tannos owns and controls Noble. Without any evidence specific to the acquisition of the Oxley Property, I am unable to find that Noble acquired the Oxley Property as nominee/agent for Mr Tannos.

Ms Rawung did not acquire the Scotts Property as nominee/agent for Mr Tannos

49 Gurbani also fails to prove its case against Ms Rawung. Gurbani primarily argues that Mr Tannos and Ms Rawung have orchestrated a sham

58 See PWS at para 54 and 60.

59 PWS at p 67.

divorce to shield their assets from Indonesian creditors. It relies on various instances of the two mixing finances after their divorce as proof.

There is no evidence of a sham divorce

50 It is not necessary for me to make any finding on whether the divorce was a sham. Gurbani's claims did not require it to prove such a fact. In any case, I decline to make such a finding on the evidence before me.

51 The divorce judgment is, on its face, evidence that the parties are lawfully divorced.[60] Gurbani's objection with the divorce judgment is not that it is forged but rather that it does not reflect the true arrangement between Mr Tannos and Ms Rawung. However, foreign judgments that satisfy all the requirements for recognition in domestic proceedings are generally conclusive on the merits (Yeo Tiong Min, *Commercial Conflict of Laws* (Academy Publishing, 2023) at para 08.069). Although there is no enforcement of the divorce judgment in the present case (and indeed there cannot be, since Gurbani was not a party to the Indonesian divorce proceedings), what Gurbani must show to convince me that the divorce is a sham is the same as what must be shown in a case where the recognition and enforcement of the divorce judgment is directly in issue.

52 In my judgment, Gurbani fails to show that the divorce judgment was obtained by a fraud committed by Mr Tannos and Ms Rawung. There was no direct evidence before me of any dishonest scheme or conspiracy between Mr Tannos and Ms Rawung *to procure the divorce judgment*. Further, the fact that Mr Tannos and Ms Rawung addressed each other in a manner inconsistent

60 NAB 6–31.

with their divorce was insufficient to prove such dishonest conduct. Crucially, their actions were well-explained by Mr Tannos' testimony which, at least in respect of his relationship with Ms Rawung, I find to be believable. The fact that Mr Tannos and Ms Rawung continued to refer to each other as spouses, in affidavits filed in previous court proceedings after the divorce,[61] is consistent with Mr Tannos' evidence that he and Ms Rawung are attempting reconciliation and continue to live together for their children.[62]

Mr Tannos and Ms Rawung continued to mix finances post-divorce

53 I nonetheless agree with Gurbani that Mr Tannos and Ms Rawung continued to mix finances after their divorce. First, Ms Rawung was a homemaker. She was not gainfully employed during the marriage and even after the divorce.[63] The two relied financially on Mr Tannos' income.

54 Second, it was not disputed that, even after the divorce, Ms Rawung had paid for bills issued by Gurbani, for which Mr Tannos was personally liable. In this regard, Mr Tannos in the examination of judgment debtor proceedings explained that he "borrow[ed]" these sums, meaning that they were advance payments by Ms Rawung which he would have to repay;[64] he also pleaded in the present action that these loans were bridging loans (see [13(b)] above). However, Ms Rawung explained under cross-examination that she paid for these fees and there was "no borrowing of funds" between Mr Tannos and her.[65]

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61 3 AB 4 and 44.

62 Mr Tannos' AEIC at para 11; NE, 28 February 2025, 153:1–18.

63 NE, 3 March 2025, 6:10–11 and 8:23–9:7.

64 2 AB 439–440.

65 NE, 3 March 2025, 88:19–89:3.

The explanations were inconsistent between Mr Tannos and Ms Rawung, and I disbelieve both of them.

55 Third, contrary to Ms Rawung's general statement that there was "no borrowing of funds", Mr Tannos gave evidence in the examination of judgment debtor proceedings that he borrowed moneys from Ms Rawung, including when he *himself* paid for Gurbani's bills but had insufficient funds in his bank account.[66] I find that both of them were being evasive about the fact that the objective records show frequent transfers between their bank accounts.[67] Their inconsistent explanations only lead me to the finding that, on a balance of probabilities, the two had spent each other's moneys without keeping records even after their divorce.

Gurbani has not proven that Ms Rawung acquired the Scotts Property on Mr Tannos' behalf

56 However, the mixing of finances alone is insufficient to show that Ms Rawung bought the Scotts Property as nominee/agent for Mr Tannos. Gurbani argues that Mr Tannos admits that the Scotts Property was *his* purchase. Mr Tannos' Affidavit of Evidence-in-Chief ("AEIC") reads:

> 11. Although we had divorced in Indonesia, we continued to stay in the same premises in Singapore … for the sake of our daughters. The apartment which was purchased was paid for by [Ms Rawung] as the property was purchased in February 2021.
>
> …
>
> 13. The [Scotts Property] was therefore purchased by my ex-wife and although a loan was obtained from [Noble], this was because my brother who is a resident of Texas, United States of America and the shareholder and director of [Noble], agreed to

66 2 AB 453.

67 6(1) AB 166, 168 and 173.

> finance part of the purchase price of the apartment as *he was doing so to assist me* knowing my legal issues.
>
> [emphasis added]

Gurbani's argument is unsustainable on this evidence alone. Its reliance on the line that "[Mr Jusak] was doing so to assist [Mr Tannos]" is over-technical and takes the line out of its context. Mr Tannos explains that he and Ms Rawung stay together for the sake of their children. The plain and ordinary meaning is that Mr Jusak was looking out for Mr Tannos' welfare as his brother. By lending money to Ms Rawung (through Noble), Mr Jusak could ensure that Mr Tannos would have a place to stay and indeed the entire family with the children would have a roof over their heads. This was the form of *assistance* rendered by Mr Jusak to Mr Tannos.

57 My disagreement with Gurbani's argument *per se* does not mean that I accept Mr Tannos' narrative (that Mr Jusak arranged for Noble's loan to Ms Rawung for the acquisition of the Scotts Property) in his AEIC. As mentioned, I infer that the ultimate beneficial owner of Noble is Mr Tannos (see [42] above). I thus consider Noble's loan to Ms Rawung in this context. In this regard, it should be noted that the loan was secured by a mortgage granted by Ms Rawung in favour of Noble.[68]

58 In my judgment, the fact that the transaction was structured in this specific manner suggests more strongly than Ms Rawung did *not* buy the Scotts Property on behalf of Mr Tannos. Ms Rawung did not have enough funds for the full purchase price of the Scotts Property and thus borrowed from Noble. Noble had a registered security interest as a mortgagee. It was not an unsecured lender. Gurbani's case that Mr Tannos had control over Noble and Ms Rawung,

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[68] 6(1) AB 59.

funded both, and used these funds as if it all belonged to him, is inconsistent with how the acquisition of the Scotts Property was structured. The mortgage was entirely unnecessary if Mr Tannos was ultimately the beneficial owner of the Scotts Property, whether through Ms Rawung and/or Noble. There would have been no need to subordinate any part of Ms Rawung's rights to Noble. Instead, it appears to me that Noble was protecting *its own rights* as against Ms Rawung by obtaining a security interest in a property in which it otherwise would not have any proprietary interest.

59 Gurbani also argues that Mr Tannos' "active and substantial control" over the Scotts Property is evident from Ms Rawung's admission that she took directions from Mr Tannos in relation to the property.[69] I disagree. Gurbani has taken a strained interpretation of Ms Rawung's evidence. Ms Rawung testified that she listened to Mr Tannos in relation to *business or documentation issues* because she was less educated than him.[70] Gurbani also refers me to Mr Tannos' testimony in previous court proceedings. However, the evidence given there was similar to Ms Rawung's in the present case. Mr Tannos gave examples where he instructed Ms Rawung for specific business purposes only.[71] There is no evidence that Mr Tannos specifically instructed Ms Rawung in relation to the acquisition of the Scotts Property. I cannot infer from Ms Rawung's deference to Mr Tannos in relation to *business or documentation issues* that the purchase of a *residential property* in her own name was also directed by Mr Tannos.

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69 PRWS at paras 35–36.

70 NE, 3 March 2025, 28:14–25.

71 4 AB 128–129.

60 Finally, despite Gurbani's heavy reliance on adverse inferences for its case, it did not expressly ask me to draw an adverse inference against Ms Rawung except in so far as it related to the beneficial ownership of Noble. Nevertheless, I consider the possibility and find that it is inappropriate to draw any adverse inference against Ms Rawung in relation to the acquisition of the Scotts Property.

61 Crucially, Ms Rawung was not specifically asked to disclose documents in relation to the acquisition of the Scotts Property, beyond those relating to the mortgage loan with Noble. Gurbani is correct in that, tactically or evidentially, Ms Rawung might have strengthened her case had she voluntarily disclosed such documents which showed that she did not acquire the Scotts Property on Mr Tannos' behalf.[72] However, not placing these documents in evidence is a litigation risk that she is entitled to take. Absent any basis for drawing an adverse inference against Ms Rawung (see [66] below), the non-disclosure of documents cannot be held against her. The fact that certain documents might have strengthened one's case but was not *voluntarily* disclosed is not such a basis.

62 For the reasons explained above, I find that Gurbani fails to prove that Ms Rawung acquired the Scotts Property as nominee/agent for Mr Tannos.

Gurbani's approach to the case

63 In the present action, Gurbani relies heavily on the inconsistent evidence of the defendants in its claim against them. While I accept the defendants' evidence is lacklustre in some respects, the weaknesses of the defendants' case

[72] PRWS at paras 45–50.

do not *ipso facto* strengthen Gurbani's case. Gurbani must still prove on a balance of probabilities the factual basis for its claims, which it fails to do.

64 In my judgment, Gurbani has pitched its case too broadly and at too abstract a level, as reflected by the initial claims in its Statement of Claim (see [12] above). These claims were only concretised at the *end* of trial, in oral closing submissions before me (see [15]–[16] above).

65 As a result, Gurbani led overly generic evidence during the trial which did not convince me that it is entitled to the specific claims it seeks. The evidence led by Gurbani at trial was general in two senses. First, the evidence did not show that Ms Rawung and Noble acted as his agents *for the acquisition of the Scotts Property and the Oxley Property* respectively. Second, much of the evidence was irrelevant to the true dispute between the parties. For instance, Gurbani lent heavily on issues surrounding a company incorporated in Indonesia, PT Sandipala Arthaputra ("PT Sandipala"). The issues covered included Mr Tannos' alleged ownership of PT Sandipala and the other proceedings in which PT Sandipala was involved. Gurbani raised these points to purportedly show that: (a) Mr Tannos is a businessman of means; and (b) Mr Tannos and Ms Rawung have adopted inconsistent positions *relating to PT Sandipala* across various court proceedings.

66 The belated concretisation of Gurbani's claims also meant that the discovery process did not benefit from a more targeted approach, and consequently the adverse inferences that I could draw were also limited. The undiscovered documents which would have been most relevant to the dispute include, for instance, Mr Tannos' directions (if any) to Ms Rawung and/or Noble relating to the acquisition of the Scotts Property and the Oxley Property respectively, the underlying conveyancing documents for the aforesaid

transactions, and the bank records surrounding the payments of the purchase price (see [43] and [61] above) ("the Most Relevant Documents"). However, Gurbani's claims as initially pleaded were so broad that the defendants could not have pinned down Gurbani's case (see [12] above). Absent specific discovery applications compelling the defendants to disclose the Most Relevant Documents, I refuse to draw the adverse inferences which Gurbani invited me to draw *on the basis of non-compliance with discovery orders*. Gurbani did not suggest that there was some other basis to expect Ms Rawung and/or Noble to voluntarily disclose the Most Relevant Documents. In the circumstances, it could not be said that Ms Rawung and/or Noble *should* have disclosed the Most Relevant Documents but failed to do so (see [27] above).

Conclusion

67 For the foregoing reasons, I dismiss Gurbani's claims entirely. I will hear the parties on costs.

Wong Li Kok, Alex
Judge of the High Court

Govintharasah s/o Ramanathan (Gurbani & Co LLC) for the plaintiff;
Singh Bachoo Mohan and Koh Swee Hiong Sunanda (BMS Law LLC) for the first defendant;
Hassan Esa Almenoar (R Ramason & Almenoar) for the second and third defendants.