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

[2025] SGHC 225

Magistrate's Appeal No 9016 of 2025/01

Between

Chang Jiunn Jye

… *Appellant*

And

Public Prosecutor

… *Respondent*

GROUNDS OF DECISION

[Words and Phrases — Carrying on a business]
[Criminal Law — Statutory offences — Payment Services Act 2019]

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Chang Jiunn Jye
v
Public Prosecutor

[2025] SGHC 225

General Division of the High Court — Magistrate's Appeal No 9016 of 2025/01
See Kee Oon JAD
10 October 2025

12 November 2025

See Kee Oon JAD:

1 The Payment Services Act 2019 (Act 2 of 2019) ("PSA") was introduced in 2019 to streamline the regulations governing various types of payment services under the Payment Systems (Oversight) Act (Cap 222A, 2007 Rev Ed) and the Money-Changing and Remittance Businesses Act (Cap 187, 1996 Rev Ed) ("MCRBA"). For instance, the carrying on of "remittance business", which was previously regulated under the MCRBA, is now regulated as cross-border money transfer services under the PSA: see Monetary Authority of Singapore, *Consultation Paper on the Proposed Payment Services Bill* (Consultation Paper P021-2017, November 2017) at paras 2.5–2.6.

2 Section 5(1)(*a*) read with Part 1 of the First Schedule of the PSA prohibits an individual from carrying *on a business* of providing any type of payment service, such as a cross-border money transfer service, in Singapore

without the requisite licence. Notably, the provision prohibits persons from carrying on a *business* of providing payment services without a licence and not the provision of payment services *per se*. This distinction, which mirrors that found in other regulatory regimes such as that under the Moneylenders Act 2008 (2020 Rev Ed), came to the fore in the present appeal.

3 The appellant, Chang Jiunn Jye, had been convicted in a Magistrate's Court on two charges under s 5(1) punishable under s 5(3)(*a*) of the PSA for providing payment services without a licence. The charges alleged that the appellant had arranged for the receipt of money from outside Singapore by a person in Singapore without the requisite licence. He appealed against his conviction and sentence. The appellant's main contention on appeal was that he did not carry on a *business* of providing payment services. This appeal thus presented this court with an opportunity to clarify the relevant test for determining whether a person had carried on a business of providing payment services under the PSA. For convenience, I refer to the inquiry of whether a person had carried on a business of providing a payment service or a moneylending service as the "Business Inquiry".

Facts

4 The appellant had come to know of a company, Coeus International Holdings Pte Ltd ("Coeus"), as his girlfriend's sister was a client of Coeus. Coeus provided administrative assistance to international students who wished to study in Singapore. The appellant was also acquainted with the directors of Coeus, Feng Shukun ("Feng") and Ng Keng Leong ("Ng").

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The first charge

5 In January 2021, Feng received a call from one Li Xiaona ("Li"), who was a client of Coeus. During the call, Li requested Feng's assistance in changing US$1m worth of Renminbi ("RMB") to US dollars. The appellant happened to be in Feng's office when the latter received the phone call. Feng then told the appellant about Li's request. The appellant and Li did not know each other. The appellant told Feng that he provided such currency exchange services and that he would check on the applicable exchange rates. According to Feng, Li subsequently agreed to use the appellant's services.

6 Thereafter, the appellant sent WeChat messages (*ie*, messages on the "WeChat" platform) with detailed instructions to Li, through Feng as an intermediary, which stipulated how the currency exchange would be effected. In brief, US$1m was transferred from Indonesia into Li's bank account in Singapore through an Indonesian remittance company. The appellant then provided details of various bank accounts in China to Feng, which were forwarded to Li. Li then arranged for certain sums of RMB to be transferred to the Chinese bank accounts, pursuant to the appellant's instructions. Feng also testified that the appellant had paid her $4,048 "out of goodwill" for her assistance in the transaction. These facts formed the subject of the first charge against the appellant (the "First Charge"). According to the charge sheet, the events of the First Charge occurred from 26 to 27 January 2021.

The second charge

7 In February 2021, Li again requested that Feng assist her in changing US$1m worth of RMB into US dollars. Feng contacted the appellant, who agreed to assist Li. The appellant provided detailed instructions to Li, through Feng, on how to effect the currency exchange. In essence, Li would transfer the

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equivalent of US$1m in RMB to various Chinese bank accounts which were identified by the appellant. US$1m would then be transferred to Li's Singapore bank account from Indonesia. These facts formed the subject of the second charge (the "Second Charge"). According to the charge sheet, the events of the Second Charge occurred from 3 to 4 March 2021. I refer to the events which form the subject of the First and Second Charges as the "Transactions".

8 Although Li transferred the equivalent of US$800,000 in RMB to the Chinese bank accounts, she did not receive the corresponding amount of US dollars in her Singapore bank account. She thus refused to complete the transfer of the remaining RMB and sought an "IOU" note from the appellant as an assurance that US$800,000 would be transferred to her bank account.

Subsequent developments

9 On 4 March 2021, the appellant provided Li with an IOU note and a copy of the identity card of one Koh Bee Hong ("Koh"). Feng testified that the appellant had told her that Koh was his principal and that it was Koh who possessed a money changing licence. Li never received the US$800,000.

10 A meeting was held on 12 March 2021 between the appellant, Feng, Ng, Li, Koh, and one Lee Kah Leong ("Lee"). During the meeting, the appellant reiterated that Koh was his principal. The parties agreed that US$800,000 would be remitted into Li's bank account by 15 March 2021. In the meantime, Lee would issue three cheques totalling S$1m to Li on behalf of Koh. If Li did not receive US$800,000 by 16 March 2021, she would be entitled to lodge a police report. Li never received the US$800,000. Furthermore, the cheques that were issued by Lee were rejected due to insufficient funds.

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11 In the proceedings below before the District Judge (the "DJ"), the appellant did not deny his involvement in the two transactions. He also conceded that he had financially benefitted from his involvement in the Transactions as he profited from the difference in the exchange rates of the currencies. However, he contended that he was merely a middleman who had introduced the real parties to the Transactions, Li and Koh, to each other. As such, he had not provided payment services. The appellant also denied being in the *business* of providing payment services.

Decision below

12 The DJ convicted the appellant on both charges and sentenced him to a global sentence of six weeks' imprisonment. The DJ's decision is set out in *Public Prosecutor v Chang Jiunn Jye* [2025] SGMC 32 ("GD"). In convicting the appellant, the DJ found that he had provided cross-border money transfer services (*ie*, payment services) to Li. The evidence suggested that the appellant was deeply involved in the Transactions and had a personal stake in ensuring their success. In a similar vein, the DJ found that the appellant had carried on the *business* of providing payment services as various strands of evidence indicated that the Transactions had the requisite degree of system, continuity and repetition.

13 In sentencing the appellant, the DJ recognised that deterrence was the dominant sentencing consideration for an offence under s 5(3) of the PSA. The starting point was three weeks' imprisonment, pursuant to this court's sentencing framework for offences under s 5(3) of the PSA in *Vijay Kumar v Public Prosecutor* [2023] 5 SLR 983 ("*Vijay Kumar*"). An uplift was warranted on account of the quantum of money involved in the Transactions, although this was significantly moderated by the fact that the appellant had given Li

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S$800,000 in compensation. An uplift of three weeks' imprisonment was thus appropriate. The DJ imposed six weeks' imprisonment per charge and both sentences were ordered to run concurrently.

The parties' cases on appeal

14 The appellant appealed against his conviction and sentence. His principal argument against his conviction was that he had not carried on the *business* of providing payment services. In this connection, he submitted that the DJ had applied the wrong test under the Business Inquiry, and that the Prosecution had to establish that he was willing to provide his services to all and sundry *in addition* to establishing that there was the requisite level of system, continuity and repetition in his transactions. He also argued that the DJ erred in finding that the Transactions had the requisite level of system, continuity and repetition and overlooked the fact that the Transactions were provided on the basis of the friendship between the appellant and Feng. Furthermore, he took issue with the fact that he had been prosecuted for his involvement in the Transactions while the other parties to the Transactions had not. In relation to his sentence, the appellant submitted that his global sentence of six weeks' imprisonment was manifestly excessive as it was higher than that imposed in several sentencing precedents.

15 In reply, the Prosecution submitted that there was no basis for appellate intervention. The appellant was in the business of providing payment services as there was a system, continuity and repetition in his acts. This was because the appellant was heavily involved in the Transactions and had employed a complex system to facilitate the conversion of large sums of RMB to US dollars. At the hearing before me, the Prosecution also contended that the DJ applied the correct test under the Business Inquiry, although the Prosecution's case on

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appeal was that the appellant was *also* willing to provide payment services to all and sundry. In relation to the appellant's sentence, the Prosecution submitted that the custodial threshold had been crossed as the appellant knew that he needed a licence to conduct the Transactions. It also argued that the sentencing precedents cited by the appellant were inapplicable as they predated *Vijay Kumar*, which set out the sentencing framework for the present offences.

Issues to be determined

16 The following issues arose for determination:

(a) Whether the DJ erred in concluding that the appellant carried on a business of providing payment services. In this context, two sub-issues arose:

(i) Whether the DJ applied the correct test for assessing whether the appellant carried on a business of providing payment services.

(ii) In any event, whether the DJ erred in concluding that there was a sufficient degree of system, continuity and repetition in the Transactions.

(b) Whether it was permissible for the appellant to have been prosecuted for his involvement in the Transactions when other parties had not been charged for their involvement in the same.

(c) Whether the appellant's sentence was manifestly excessive.

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Issue 1: Whether the appellant carried on a business of providing payment services

The applicable test under the Business Inquiry

17 The appellant's first contention was that the DJ did not apply the correct test to determine whether he had carried on a business of providing payment services. He submitted that the DJ erred by stating that this inquiry could be satisfied if the Prosecution could establish *either*: (a) a system, continuity and repetition in the transactions; *or* (b) a willingness by the appellant to provide his services to all and sundry. He argued, on the authority of *Subramaniam Dhanapakiam v Ghaanthimathi* [1991] 1 SLR(R) 164 ("*Subramaniam*"), that these were *conjunctive* requirements which had to be cumulatively satisfied before the DJ could find that the appellant had indeed carried on a business of providing payment services. Since the DJ only found that the appellant's acts possessed the requisite level of system, continuity and repetition, it was not open to him to conclude that the appellant had carried on a business of providing payment services. In my view, this submission was flawed for at least two reasons.

18 First, the Court of Three Judges has held, in relation to the inquiry of whether a person had carried on a "business of moneylending" under s 2 of the Moneylenders Act (Cap 188, 2010 Rev Ed) ("MLA"), that there are two *alternative* tests which the court may apply in its analysis: see *Law Society of Singapore v Leong Pek Gan* [2016] 5 SLR 1091 ("*Leong Pek Gan*") at [76] and [72], followed in *North Star (S) Capital Pte Ltd v Yip Fook Meng* [2022] 1 SLR 677 at [36]. These tests are: (a) whether there was a system and continuity in the transactions (the "System and Continuity Test"); and (b) whether the alleged moneylender was one who was willing and ready to lend to all and sundry provided they were, from his point of view, eligible: *Leong Pek Gan* at [72] and

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[77]–[78]. It is clear from *Leong Pek Gan* that the two tests are disjunctive, in that a "business" of moneylending could be established so long as *either* test is satisfied.

19 While *Leong Pek Gan* was decided in the context of the MLA and not the PSA, it was persuasive as it related to the same fundamental inquiry of whether a person had carried on a business of providing a certain service. Indeed, the appellant had also referred to cases relating to the requirement of a "business of moneylending" under the MLA in his submissions on whether the Business Inquiry under s 5(1)(*a*) of the PSA had been satisfied. Furthermore, this court had previously referred to cases interpreting the requirement of a "business of moneylending" under the MLA when determining the test for the carrying on of a business under the Money-changing and Remittance Businesses Act (Cap 187, 2008 Rev Ed), which was one of the forerunners to the PSA: see *Chinpo Shipping Co (Pte) Ltd v Public Prosecutor* [2017] 4 SLR 983 at [102].

20 Second, the appellant's reliance on *Subramaniam* was misplaced. He submitted that *Subramaniam* demonstrated that the two tests under the Business Inquiry are conjunctive. This was because the court ruled that the plaintiff in *Subramaniam* did not carry on the business of moneylending as she "did not lend to all and sundry", notwithstanding the fact that the plaintiff had a system of lending money to her neighbour and had done so repeatedly. However, contrary to the appellant's submission, the judgment of Chan Sek Keong J (as he then was) in *Subramaniam* contained no such pronouncement that the two tests under the Business Inquiry were conjunctive. Moreover, on the facts, the plaintiff in *Subramaniam* did not have any such "system" of lending money to her neighbour. A "system" refers to an *organised scheme* of moneylending, which is distinguished from the giving of occasional loans: see *Ng Kum Peng v Public Prosecutor* [1995] 2 SLR(R) 900 ("*Ng Kum Peng*") at [38]; *Foo Yong*

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Siang Victor v Tan Heng Khoon [2024] SGHC 101 at [23]. Some indicators of such a scheme are the existence of fixed rates and the rate of interest being dependent on the creditworthiness of the borrower: *Ng Kum Peng* at [38]. In *Subramaniam*, the plaintiff had given loans to her neighbour from time to time on account of their friendship. The plaintiff did not stipulate any amount of interest, and the borrower paid interest on the loans at her own initiative at rates decided by her. The rates of interest varied from time to time and from loan to loan: *Subramaniam* at [2]. In my view, the unpredictable nature of the rate of interest in *Subramaniam*, which varied in accordance with the generosity of the borrower, suggested that the transactions were far removed from an organised scheme of moneylending. There was thus no "system" in *Subramaniam*.

21 For these reasons, I was satisfied that the DJ did not apply the wrong test in the Business Inquiry.

Whether the DJ erred in assessing whether the System and Continuity Test had been satisfied

22 Having clarified the applicable tests under the Business Inquiry, I considered whether the DJ erred in concluding that the System and Continuity Test had been satisfied.

23 To recapitulate, the DJ held that for the appellant to have carried on a business, there must have been "the requisite degree of system, continuity and repetition": GD at [37]. The court was of the view that this requirement was met for the following reasons (GD at [37]–[41]):

(a) the Transactions were performed using the same method;

(b) the appellant admitted that he had facilitated other payment service transactions for Koh;

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(c) the appellant described himself as a "small businessman" who was in the currency exchange business in his WeChat messages to Feng;

(d) the appellant had represented to Feng and Ng that he was in the currency exchange business and that the business was licenced;

(e) the Transactions were committed for purely commercial reasons as the appellant had profited from the difference in the currency exchange rates and had accepted Li's currency exchange requests despite not knowing her; and

(f) the appellant had given Feng a "goodwill" amount of $4,048 for the transaction which formed the subject of the First Charge.

24 The appellant sought to impugn the DJ's finding that he had carried on a business of providing payment services on four main grounds. As I will explain below, none of these arguments found favour with me.

Whether it sufficed that there were only two transactions

25 The appellant first argued that there was no "repetition" in the Transactions. Although the appellant accepted on cross-examination that the Transactions were not the first time that he had acted "as a middleman" for Koh, he argued that the evidence did not clearly show how many times he had worked with Koh prior to the Transactions. As such, the court should assume that he had only worked with Koh on two occasions, which were the Transactions alleged in the charges. Accordingly, two occasions would not satisfy the System and Continuity Test.

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26 As a preliminary matter, it may not have been entirely correct for the DJ to have relied on the appellant's concession that he had previously acted as a "middleman" for Koh. In my view, this was not necessarily an admission that the appellant had facilitated the provision of *payment services* on behalf of Koh on other occasions. This was especially since the appellant's case at trial was that he had merely acted as an "introducer" and had not provided payment services to Li. Notwithstanding this, I was unable to accept the appellant's argument that two transactions could never satisfy the System and Continuity Test. The Business Inquiry is heavily dependent on the facts and context before the court, and ultimately, "continuity" refers to an ongoing and routine series of transactions as opposed to occasional transactions: see *Ng Kum Peng* at [38]. Whilst it may be unusual, it is conceptually possible for the System and Continuity Test to be satisfied even where there was only one transaction: *Leong Pek Gan* at [76]–[77].

27 In the present case, the fact that there may have only been two transactions must be viewed in context. Despite the appellant having only been acquainted with Li in January 2021, he provided payment services to her on two occasions which were barely a month apart from each other, on 26 to 27 January 2021 and 3 to 4 March 2021 respectively. The close frequency of these transactions suggested that the services were not merely provided on an occasional basis. I thus rejected the appellant's argument that the two transactions did not satisfy the System and Continuity Test.

Whether there was continuity in the Transactions

28 The appellant's second submission was that there was no continuity in the Transactions. This was because "continuity" could only be established if he was involved in every stage of the Transactions, and he did not advertise his

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services to Feng and was not involved in the subsequent transfer of money from Indonesia.

29 I was unable to accept this submission, which misunderstood the transactions in question. Part Three of the First Schedule of the PSA states that a cross-border money transfer service encompasses the act of *arranging* for the receipt of any money from outside Singapore by any person in Singapore. In other words, the transaction in question was not the actual transfer of money from Indonesia to Singapore, but the *arrangement* for such a transfer. The mere fact that the appellant did not directly transfer the money from Indonesia or advertise his services to Feng did not change the fact that he had nonetheless arranged for the transmission of the money. He was thus wholly involved in the Transactions. The element of "continuity" was thus satisfied even on the appellant's own definition of "continuity".

Whether the DJ had correctly interpreted the appellant's messages

30 The appellant's next argument was that the DJ had placed undue emphasis on the fact that the appellant had referred to himself as a "small businessman" in his WeChat messages to Feng. The appellant submits that the phrase "small businessman" merely referred to the appellant's "unrelated status as a small businessman". This message is reproduced below:

> Tell your friends to remit money in the bank himself [*sic*]!! Small businessman like us should not have any dealing with rich people…tiring.

31 I did not accept the appellant's strained interpretation of this message. It was relevant that the message in question was sent in the context of a discussion about the transfer of money to the Chinese bank accounts identified by the appellant. The appellant's preceding messages identified several Chinese bank

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accounts that Li was supposed to transfer RMB to. It would make little sense for the appellant to raise his "unrelated" status as a businessman in the middle of a conversation about the transfer of money. Instead, it was more likely that the appellant meant to refer to himself as a "small businessman" who was in the business of arranging such money transfer services.

32 The appellant also contended that the message showed that he did not wish to remit money in a business capacity as he felt that "small businesses should not deal with such cases". However, a brief perusal of the preceding messages revealed that the appellant did not distance himself from such business transactions. Instead, the appellant was frustrated as Li had repeatedly delayed her transfer of RMB to the Chinese bank accounts identified by the appellant. It was in that context that the appellant remarked, likely in frustration, that "small businessman [*sic*] like us should not have any dealing with *rich people*" [emphasis added]. This was not a disavowal of such transactions, but merely an expression of his desire not to deal with *customers such as Li*. In any case, the appellant *did* eventually get involved in the two transactions with Li.

The appellant's purported friendship with Feng

33 Lastly, the appellant submitted that the DJ overlooked his close friendship with Feng. He contended that the Transactions were made between friends and could not constitute a business transaction. I did not accept this argument for the simple fact that the relevant party whom the appellant had provided payment services to was not Feng, but Li. It was undisputed that the appellant did not know Li before Feng had informed the appellant of Li's need to exchange RMB to US dollars. As such, the appellant's argument was a non-starter as it was his relationship with *Li* which was material, and it was never seriously contended that he was friends with Li. In any event, I observe that the

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appellant's argument was also flawed as the giving of loans to friends *can* constitute a business of moneylending if there is a system and continuity about the transactions: *Subramaniam* at [10].

Issue 2: Whether the appellant could be prosecuted for his involvement in the Transactions

34 Next, the appellant argued that he should not have been convicted of his offence as the other parties to the Transactions had not been charged with an offence. According to the appellant, Koh had absconded at an early stage of proceedings and was still at large. He also claimed that Feng was only given a conditional warning for her involvement in the Transactions. The Prosecution did not challenge this, and acknowledged that Feng was not prosecuted for her involvement in the Transactions.

35 The appellant's contention was not clearly articulated but could perhaps be understood as two possible arguments, both of which were equally unmeritorious. The first possible argument was premised on the appellant taking issue with the DJ's finding that he had provided payment services to Li. As the other parties to the Transactions had not been prosecuted, this suggested that they had not committed any offences involving the provision of payment services. Since the extent of the appellant's involvement in the Transactions was said to be identical to that of Feng or Koh, it followed that the appellant could not have been "deeply involved" in the Transactions and could not have provided payment services either. However, this submission was flawed as the Attorney-General could consider *policy factors* when deciding whether or not to charge an offender: *Ramalingam Ravinthran v Attorney-General* [2012] 2 SLR 49 ("*Ramalingam*") at [52]. Accordingly, the mere fact that the other parties to the Transactions had not been prosecuted did not necessarily mean

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that the Prosecution had taken the view that they had not committed offences under the PSA, or that the appellant could not be found guilty of such offences.

36 The second possible argument was that the Prosecution should not be entitled to prosecute him to the exclusion of the other parties to the Transaction. This argument did not take the appellant far as it is well established that, save for unconstitutionality, the Attorney-General has an unfettered discretion as to when and how he exercises his prosecutorial powers: *Law Society of Singapore v Tan Guat Neo Phyllis* [2008] 2 SLR(R) 239 at [145]. In this connection, the Court of Appeal has recognised that factors such as the personal circumstances of co-offenders and the willingness of one offender to testify against the other may justify offenders in the same criminal enterprise being prosecuted differently: *Ramalingam* at [52]. Furthermore, the courts should presume that the Attorney-General's prosecutorial decisions are constitutional or lawful until they are shown to be otherwise: *Ramalingam* at [44]. The appellant had not shown how the exercise of Prosecutorial discretion in the present case was unlawful aside from the mere assertion that the other parties to the Transactions were as culpable as him. I thus rejected the appellant's submission.

Issue 3: Whether the sentence imposed on the appellant was manifestly excessive

37 Next, the appellant submitted that his global sentence of six weeks' imprisonment was manifestly excessive for three reasons. First, he submitted that his sentence was manifestly excessive when compared to the sentencing precedents of *Vijay Kumar* and *Public Prosecutor v Lange Vivian* [2021] SGMC 11 ("*Lange Vivian*"), where the offenders were given sentences of two weeks' imprisonment and four weeks' imprisonment respectively for their offences under s 5 of the PSA. Second, he relied on a sentencing matrix which was

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purportedly established in *Lange Vivian* to argue that a fine could be imposed where there were low to moderate levels of harm and culpability. Third, he emphasised at the hearing before me that Li had suffered no loss since he had personally compensated Li of approximately S$800,000 in relation to the Second Transaction.

38 In my view, the sentence imposed on the appellant was not manifestly excessive for two reasons.

39 First, the present case was more egregious than *Vijay Kumar* and *Lange Vivian*, which necessitated an uplift from the sentences in both cases:

(a) I agreed with the appellant's submission that the offender in *Vijay Kumar* committed his offences over a period of seven months, which was longer than the period of slightly over a month in the present case: *Vijay Kumar* at [67]. The offender in *Vijay Kumar* also appeared to have been involved in a greater number of transactions (*ie*, approximately 20 transactions). However, these factors were overshadowed by the fact that the offender in *Vijay Kumar* had only remitted a total of $10,123.20: see *Public Prosecutor v Vijay Kumar* [2022] SGMC 62 at [40]. This paled in comparison to the sheer sum involved in the present case, which exceeded *US$1m*.

(b) In a similar vein, I accepted the appellant's submission that *Lange Vivian* involved "tainted" money as 70% of the total sum of money received by the offender was ascertained to be the proceeds of criminal activity: *Lange Vivian* at [24]. Nonetheless, the present case was more egregious than *Lange Vivian* as the latter only involved the

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sum of $3,350: *Lange Vivian* at [24]. This was less egregious than the present case, which involved a sum of *more than US$1m*.

40 Second, the appellant's reliance on the sentencing matrix at [17] of *Lange Vivian* was misplaced. The court in *Lange Vivian never adopted* such a sentencing framework. While the Prosecution in *Lange Vivian* had invited the court to adopt the sentencing matrix, the court expressly *declined* to adopt the sentencing matrix as it was of the view that the High Court was the more appropriate forum to establish such a framework: *Lange Vivian* at [17] and [22].

41 In this connection, I observed that the relevant sentencing framework for offences under s 5(3) of the PSA was set out in *Vijay Kumar*, where it was held that a custodial term ought to be the general starting point for archetypal cases of individuals providing unlicenced money transfer services under s 5(3)(*a*) of the PSA unless there are compelling reasons to consider a fine: *Vijay Kumar* at [64]. In my judgment, the appellant did not raise any compelling reasons for a fine. While the appellant emphasised that he had compensated Li of S$800,000 at the hearing before me, this was a factor which the DJ had considered in arriving at the sentence of six weeks' imprisonment: see GD at [55]. Furthermore, I agreed with the Prosecution's submission that this sum obviously did not compensate Li for her *entire* loss, which was equivalent to US$800,000.

42 I agreed with the DJ's view that the custodial threshold had been crossed. The critical factor for determining whether the custodial threshold had been crossed was whether the accused person knew or ought to have known that he needed a licence: *Vijay Kumar* at [78]. In the present case, the appellant was cognisant of his need for a licence in order to provide his payment service as evidenced by the following WeChat messages to Feng:

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> 149: My principal identity card.
>
> 150: She has a MC licence.
>
> 151: I don't have a licence for money changing. Can't release … else it will be 2 years and a fine of 100000.
>
> 152: Tell your friends to remit money in the bank himself [*sic*]!! Small businessman like us should not have any dealing with rich people…tiring.

43 While these messages referred to "money changing", they were sent when the appellant was discussing the remittance of moneys. It was thus clear that the appellant meant to refer to cross-border transfers of money, which were meant to facilitate the exchange of RMB to US dollars. I was thus satisfied that the appellant knew that he needed a licence to provide such payment services and that the custodial threshold had been crossed.

Conclusion

44 For the foregoing reasons, I was not persuaded that the DJ had erred in convicting the appellant or imposing a global sentence of six weeks' imprisonment. I thus dismissed the appellant's appeal against his conviction and sentence.

See Kee Oon
Judge of the Appellate Division

K Jayakumar Naidu (Jay Law Corporation) for the appellant;
Hon Yi (Attorney-General's Chambers (Criminal Justice Division))
for the respondent.

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