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

[2025] SGHC 74

Originating Application (Bankruptcy) No 57 of 2024 (Summons No 712 of 2025)

Between

Koh Lin Yee

… *Claimant*

And

Oversea-Chinese Banking Corp Ltd

… *Defendant*

GROUNDS OF DECISION

[Civil Procedure — Appeals]
[Civil Procedure — Extension of time]
[Insolvency Law — Bankruptcy — Statutory demand — Dispute over quantum]

TABLE OF CONTENTS

Koh Lin Yee
v
Oversea-Chinese Banking Corp Ltd

[2025] SGHC 74

General Division of the High Court — Originating Application (Bankruptcy) No 57 of 2024 (Summons No 712 of 2025)
Andre Maniam J
14 April 2025

30 April 2025

Andre Maniam J:

Introduction

1 I dismissed the application of the claimant ("Mr Koh") in HC/SUM 712/2025 ("Summons 712") for an extension of time to appeal against my decision of 17 February 2025 dismissing his appeal in HC/RA 221/2024 ("RA 221"). This matter concerned the statutory demand that is the subject of pending bankruptcy proceedings against Mr Koh. In particular, was it of any consequence that Mr Koh disputed the *quantum* of the debt he owed, when a substantial undisputed amount remained outstanding in any event? These are my grounds of decision.

Procedural history

The statutory demand

2 On 22 December 2023, the defendant ("OCBC") served a statutory demand on Mr Koh demanding payment of a sum of $201,151.05 (as at 19 December 2023).[1]

3 The sum claimed was not paid, secured, or compounded for to OCBC's satisfaction within 21 days of the statutory demand being served on Mr Koh. After the statutory demand, OCBC only received payment of a sum of $500 on or about 2 January 2024, which it duly applied towards the sum claimed. With interest continuing to accrue, however, the sum claimed by OCBC rose to $205,035.41 as at 27 March 2024.[2]

Bankruptcy 1096

4 On 27 March 2024, OCBC filed a bankruptcy application against Mr Koh in HC/B 1096/2024 ("Bankruptcy 1096").

5 When Bankruptcy 1096 was heard on 25 April 2024, Mr Koh indicated that he wished to apply to set aside the statutory demand. Bankruptcy 1096 was adjourned to 20 June 2024, with the court directing Mr Koh to apply by no later than 24 May 2024 to set aside the statutory demand.

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1 Affidavit of Irwan Izham bin Said filed in support of HC/B 1096/2024 on 27 March 2024 at p 5.

2 Affidavit of Poh Wei Chien filed in support of HC/B 1096/2024 on 27 March 2024 at p 12.

This originating application

6 It was only on 18 June 2024, that Mr Koh filed HC/OSB 57/2024 ("this originating application") to set aside the statutory demand, together with Mr Koh's affidavit of 18 June 2024. Mr Koh later filed a further affidavit on 27 August 2024.

7 When Bankruptcy 1096 was heard again on 20 June 2024, it was adjourned further till 15 August 2024, as Mr Koh had applied (albeit late) to set aside the statutory demand.

8 This originating application was heard on 2 July, 27 August, 15 October, and 28 November 2024. On 28 November 2024, this originating application was dismissed by an assistant registrar.

RA 221

9 On 12 December 2024, Mr Koh appealed against the dismissal of this originating application, by HC/RA 221/2024. RA 221 was heard by me, and dismissed, on 17 February 2025.

Summons 3726

10 At the same hearing, I also heard and dismissed Mr Koh's application by HC/SUM 3726/2024 ("Summons 3726"), in which he sought a stay of execution of the assistant registrar's dismissal of this originating application on 28 November 2024, and other orders.

Summons 712

11 On 17 March 2025, Mr Koh applied by Summons 712 for an extension of time to appeal against my decision of 17 February 2025 on RA 221.

The hearing of Summons 712 on 14 April 2025

12 I heard and dismissed Summons 712 on 14 April 2025.

13 At the hearing on 14 April 2025, Mr Koh said that he was not prepared to proceed with the hearing.[3] When queried, he first said that he had no idea when he would be prepared to proceed with the hearing,[4] but he later said that he might be prepared to proceed in three to six months.[5] Mr Koh also said that he did not have copies of the papers that he had filed in support of Summons 712, and asked that the court make copies for him.[6] However, Mr Koh said that even if he were given copies as requested, he would still not be prepared to proceed with the hearing on 14 April 2025, and that he could not say anything that day about Summons 712.[7]

14 In the event, I decided to proceed to deal with Summons 712 at the hearing on 14 April 2025.

15 It is incongruous for a party seeking an extension of time to appeal (which is an inherently time-sensitive matter) to ask to defer the hearing of his application on the basis that he is unprepared to address it. If that were allowed, any extension of time eventually granted would be for a longer period, than if the application were promptly dealt with.

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3 Transcript dated 14 April 2025 at p 4 lines 3–6; p 5 line 30 to p 6 line 1.

4 Transcript dated 14 April 2025 at p 4 lines 7–10.

5 Transcript dated 14 April 2025 at p 6 lines 23–26.

6 Transcript dated 14 April 2025 at p 6 lines 1–4.

7 Transcript dated 14 April 2025 at p 6 lines 5–7.

16 Moreover, Mr Koh did not have a satisfactory explanation as to why he was supposedly unprepared to proceed with the hearing of Summons 712 as scheduled on 14 April 2025. I discuss below his medical condition (at [30]–[39]), his financial condition (at [40]–[45]), and his lack of help from others (in particular one "Mr [T]" – name redacted) (at [46]–[53]).

17 Relatedly, Mr Koh did not have a satisfactory explanation as to why he needed more time to appeal against my decision on RA 221 (see [27]–[45] below), and his intended appeal was hopeless (see [56]–[73] below). Summons 712 was thus doomed to fail. Delaying the resolution of Summons 712 would only have caused further delay to Bankruptcy 1096, which was commenced on 27 March 2024 but (in view of Mr Koh's challenge to the statutory demand) had been successively adjourned on 20 June, 15 August, 12 December 2024, and 6 March 2025. It is next scheduled to be heard on 8 May 2025.

The court's decision on Summons 712

Could the General Division of the High Court have extended time to appeal?

18 For an intended appeal against a decision of the General Division of the High Court, the appellate Court may at any time extend the time for appealing, but the lower Court may only do so if the extension is applied for before the time for appealing has expired: O 18 r 27(2), O 19 r 25(2) of the Rules of Court 2021 (the "ROC").

19 Summons 712 (the application for extension of time to appeal) was filed on 17 March 2025, 28 days after my decision of 17 February 2025 on RA 221. If Order 18 of the ROC ("Order 18") applied to the intended appeal, there would have been 14 days to appeal (O 18 r 27(1)(*a*) of the ROC) and I could not have

granted an extension of time to appeal; whereas if Order 19 of the ROC ("Order 19") applied, there would have been 28 days to appeal (O 19 r 25(1)(*a*) of the ROC) and I could have granted such an extension of time.

20 I concluded that this was a case to which Order 19 applied, not Order 18. Order 18 applies to (among other things) appeals from decisions made on applications in an action, whereas Order 19 applies to (among other things) appeals against judgments of the General Division. For the purposes of Order 19, O 19 r 3 of the ROC defines "judgment" as a judgment given (among other things) in a "trial", with "trial" being defined as the hearing on the merits of an originating claim or an originating application.

21 In the present case, the assistant registrar's decision of 28 November 2024, dismissing this originating application, was a decision on the merits of this originating application. My decision on RA 221, upholding the assistant registrar's decision, was likewise a decision on the merits of this originating application. Accordingly, my decision on RA 221 was not a decision on an application in this action; it was a judgment within O 19 r 3 of the ROC.

22 As such, Summons 712 had been filed before the time for appealing against my decision on RA 221 had expired, and I could thus have granted an extension of time to appeal.

Whether to grant an extension of time to appeal

23 In considering an application for an extension of time to appeal, the court is guided by four factors: (a) the length of the delay; (b) the reasons for the delay; (c) the chances of the appeal succeeding if the extension were granted; and (d) the prejudice to the would-be respondent that cannot be compensated by costs if the extension were granted: *Lee Hsien Loong v Singapore Democratic*

Party and others and another suit [2008] 1 SLR(R) 757 ("*Lee Hsien Loong v SDP*") at [18] and [27].

The length of delay would have been excessive

24 In the present case, I dismissed RA 221 on 17 February 2025. Twenty-eight days later, on 17 March 2025, Mr Koh filed Summons 712. This was just before the time to appeal expired. When Summons 712 was heard on 14 April 2025, it was already 28 days after the time to appeal had expired.

25 In Summons 712, Mr Koh did not state the length of the extension sought. However, when questioned during the hearing, he responded that it might be three to six months before he was even prepared to address Summons 712.[8] It would follow that Mr Koh was seeking an extension of time of some four to seven months beyond 17 March 2025, the original deadline for him to appeal. In *Lee Hsien Loong v SDP*, the court observed that a seven-month delay was "nothing short of extraordinary" (at [53]).

There was no satisfactory explanation for the delay in appealing

26 Mr Koh did not file any written submissions for Summons 712, although the parties had been directed to file such submissions by 7 April 2025. From Summons 712 itself, Mr Koh's supporting affidavit of 17 March 2025, another supporting document filed on 17 March 2025, and what Mr Koh said at the hearing, it appeared that Mr Koh was relying on his "very bad medical [and] financial condition",[9] and that he had no legal or other help.[10]

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8 Transcript dated 14 April 2025 at p 6 line 26.

9 Summons 712 at para 1(2).

10 Summons 712 at para 1(3).

(1) Mr Koh could have filed a notice of appeal in time

27 In the present case, the first question was: why did Mr Koh file Summons 712 instead of appealing straightaway? On 17 March 2025, when he was still within time to appeal, Mr Koh filed Summons 712 together with an affidavit and another supporting document. A notice of appeal would have been a far simpler document to file, and Mr Koh knew how to file a notice of appeal. On 12 December 2024, he had filed a notice of appeal in RA 221, to appeal against the assistant registrar's decision of 28 November 2024.

28 If Mr Koh filed a notice of appeal against my decision on RA 221, he would simply have needed to identify the decision being appealed against. Mr Koh did just that in Summons 712 – he stated that it was "the whole decision of Justice Andre Maniam on 17th February 2025 for HC/RA 221/2024" that he wished to appeal against.[11]

29 Given Mr Koh's ability to file Summons 712 and related documents by 17 March 2025, and given the other notice of appeal filed by him previously, I did not accept that Mr Koh was unable to or unaware of how to file a notice of appeal against my decision on RA 221.

(2) Mr Koh's medical condition

30 Mr Koh made repeated reference to his medical condition, in his supporting documents, and during the hearings on 17 February 2025 and 14 April 2025.

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[11] Summons 712 at para 1(7).

31 At the hearing of RA 221 on 17 February 2025, Mr Koh tendered four medical certificates ("MCs"), which were returned to him thereafter. As noted on the record, they were for:[12]

(a) 16 to 27 December 2024, valid for absence from court attendance;

(b) 23 to 30 December 2024, valid for absence from court attendance;

(c) 31 December 2024 to 12 January 2025, *not* valid for absence from court attendance; and

(d) 13 January to 20 March 2025, *not* valid for absence from court attendance.

32 At the time of the 17 February 2025 hearing, Mr Koh did not have any MC excusing him from court attendance, and the hearing on RA 221 proceeded.

33 After RA 221 was dismissed on 17 February 2025, Mr Koh obtained an MC from one Dr Alan Ho Chok Chan of Kai Clinic dated 3 March 2025 (the "3 March 2025 MC"), which stated:

> Please be informed this patient is unfit to attend court from 16/12/2024 till 20/3/2025, as he is suffering from submassive bilateral pulmonary embolism, pending review by his hematologist & neurologist in SGH.

34 The 3 March 2025 MC purported to be a *retrospective* one, certifying that Mr Koh *had been* unfit to attend court from a date pre-dating the MC, *ie*, 16 December 2024, and that he would continue to be unfit to attend court until

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12 Transcript dated 17 February 2025 at p 10 lines 4–20.

20 March 2025. It was not apparent whether Dr Ho, who issued the MC, knew of Mr Koh's earlier MCs covering the same period of 16 December 2024 to 20 March 2025, which for the period of 31 December 2024 to 20 March 2025 were expressly stated to be *not* valid for absence from court attendance. The fact remained that, at the time of the hearing on 17 February 2025, Mr Koh did not have any MC excusing him from court attendance.

35 Mr Koh also exhibited to his affidavit of 17 March 2025 a medical report dated 25 February 2025, from Dr Yong Ming Hui of Singapore General Hospital. That too, was only issued after the 17 February 2025 hearing. The medical report commented on various medical issues Mr Koh had from May 2017 onwards, but did not mention the submassive bilateral pulmonary embolism cited in the 3 March 2025 MC from Dr Ho. Notably, the 25 February 2025 medical report did not purport to be an MC for any particular date or period of time, whether expressed to be valid for absence from court attendance or otherwise.

36 In any event, Mr Koh did not produce any MC for the period after 20 March 2025, the last date mentioned in the 3 March 2025 MC from Dr Ho.

37 In the present case, Mr Koh was able to file this originating application on 18 June 2024, together with an affidavit the same day, and a further affidavit on 27 August 2024. He was able to participate in hearings in this originating application on 2 July, 27 August, 15 October, and 28 November 2024. He was able to file RA 221 on 12 December 2024. All these events pre-dated 16 December 2024, which was the start of the period (from 16 December 2024 to 20 March 2025) covered in the four MCs tendered by Mr Koh at the 17 February 2025 hearing, and in the 3 March 2025 MC from Dr Ho. For the period from 16 December 2024 to 30 December 2024, for which Mr Koh had

MCs that were expressed as being valid for absence from court, he was not required to take any steps in RA 221.

38 Mr Koh attended court on 17 February 2025 and made submissions, at a time when he did not have any MC excusing him from court attendance. On 17 March 2025 (after having obtained the 3 March 2025 MC stating that he was unfit to attend court until 20 March 2025), he filed Summons 712 and accompanying documents.

39 In view of the above, I did not accept that Mr Koh's medical condition prevented him from filing an appeal against my decision on RA 221 in time. To the extent that Mr Koh also relied on this as a reason for not being prepared to proceed with the hearing of Summons 712 on 14 April 2025, the same conclusion applied.

(3) Mr Koh's financial condition

40 It appeared that Mr Koh did not appeal in time against my decision on RA 221, not because he was incapable of filing a notice of appeal in time, but because he would have had to pay a security deposit together with the notice of appeal. In that regard, the Court of Appeal held in *Lai Swee Lin Linda v Attorney-General* [2006] 2 SLR(R) 565 (at [48]) that financial difficulties, *per se*, do not justify an extension of time.

41 Order 19 rule 27(6) of the ROC provides that "[a]ny party may apply to the appellate Court to vary or waive the amount of security for costs to be provided." In the present case, however, up to the time I dismissed Summons 712 on 14 April 2025, Mr Koh made no application for any variation or waiver of the security for costs to be provided, for his intended appeal against my decision on RA 221.

42 As a postscript, within hours of my decision to dismiss Summons 712, Mr Koh sought to file an application "[s]eeking waiver of security deposit for Appellate Court and Court of Appeal". That filing was not accepted, for it was made in this originating application – and thus, made in the wrong court.

43 Up to the time I dismissed Summons 712, Mr Koh had put forward no reason why he should be given time to raise the prescribed security deposit, or be given a waiver. In particular, Mr Koh did not claim that he was financially unable to pay the prescribed security deposit, nor did he provide any proof of his financial position.

44 When I dismissed Summons 712, I thus concluded that Mr Koh had not provided any satisfactory explanation for not appealing in time against my decision on RA 221 – which would have involved him filing a notice of appeal, *and* paying the prescribed security deposit.

45 For completeness, although Mr Koh mentioned his financial condition as a reason for seeking an extension of time to appeal, he did not raise this as a reason why he was not prepared to proceed with Summons 712 at the 14 April 2025 hearing. In any case, this would not have been a good reason.

(4) Mr Koh's lack of help from others

46 Finally, I address a specific point raised by Mr Koh at the hearing on 14 April 2025, about his lack of help from others. Mr Koh alleged that the court had refused to let one Mr [T] help him.[13], but this allegation was baseless.

47 The court had never denied Mr Koh the assistance of Mr [T].

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[13] Transcript dated 14 April 2025 at p 4 lines 15–21.

48 Mr [T] was allowed to accompany Mr Koh as Mr Koh's McKenzie Friend at the first hearing of this originating application, on 2 July 2024.[14] At the second hearing on 27 August 2024, however, Mr [T] did not accompany Mr Koh – instead, Mr Koh was accompanied by one Ms [S] (name redacted), as requested by Mr Koh and allowed by the court.[15] Mr Koh explained that Mr [T] had been trying to help him, but said it seemed that Mr [T] had a mental condition himself.[16] At the third hearing on 15 October 2024, Mr Koh was not accompanied by Mr [T], Ms [S], or anyone else, and he said nothing about wanting anyone to assist him. At the fourth hearing on 28 November 2024, when this originating application was dismissed, Mr Koh was likewise not accompanied by anyone, and he said nothing about wanting anyone to assist him.

49 Mr Koh's affidavit of 27 August 2024 provided further colour to his allegation about the court denying him the assistance of Mr [T]. In that affidavit, he said:[17]

> But now I got no one to help me …
>
> [Mr T] suddenly behave strangely and unlike the previous dealing (close and good dealing/good trusting relationship I had with him … (developed from November 2022 to current)

50 In the same affidavit, Mr Koh provided a chronology which indicated that Mr [T] was still helping him as of 2 August 2024.[18] If Mr [T] ceased to help Mr Koh at some point thereafter, Mr Koh (quite rightly) did not blame that on

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14 See minute sheet dated 2 July 2024.

15 Minute sheet dated 27 August 2024 at p 1.

16 Minute sheet dated 27 August 2024 at p 1.

17 Affidavit of Koh Lin Yee dated 27 August 2024 at p 4.

18 Affidavit of Koh Lin Yee dated 27 August 2024 at p 20.

anything done by the court. Instead, Mr Koh just said that Mr [T] had suddenly behaved strangely.[19]

51 It appeared that Mr [T] ceased to accompany Mr Koh to hearings from 27 August 2024 onwards. However, that had nothing to do with the court denying Mr Koh the assistance of Mr [T] – which is what Mr Koh alleged (for the first time) at the hearing on 14 April 2025. Indeed, Mr Koh's latest affidavit in this originating application (filed on 17 March 2025) contradicted this allegation. In that affidavit, Mr Koh did not accuse the court of denying him Mr [T]'s assistance. Instead, he said:

(a) At paragraph 1:[20]

> … I have no health, no friends that can help me or I can reach out to, or family member that I can reach out to or who can help me, and I have no lawyers …

(b) At paragraph 4:[21]

> I have no friends to help me anymore, I have no family willing or able to help …

52 In the other supporting document Mr Koh filed on 17 March 2025, he similarly stated: "I got no friends to help me".[22]

53 In similar vein, at the hearing before me on 17 February 2025, Mr Koh said that the two persons who had assisted him, Ms [S] and Mr [T] were

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19 Affidavit of Koh Lin Yee dated 27 August 2024 at p 4.

20 Affidavit of Koh Lin Yee dated 17 March 2025 at para 1.

21 Affidavit of Koh Lin Yee dated 17 March 2025 at para 4.

22 Supporting document filed by Koh Lin Yee on 17 March 2025 at p 1.

"missing" – they were totally out of his life since many months ago.[23] He added that Mr [T] had a mental relapse in August 2024.[24]

54 At the 14 April 2025 hearing, however, Mr Koh accused the court of having denied him the assistance of Mr [T]: he said that the court had refused to let Mr [T] help him.[25] However, Mr [T] was not in court with him on 14 April 2025. Mr Koh said that Mr [T] was residing in Australia,[26] and it was not apparent how Mr [T] could assist Mr Koh in proceeding with the hearing there and then.

55 Mr Koh's allegation that the court had denied him the assistance of Mr [T] was baseless. This was no reason to defer the hearing of Summons 712 (and with that, to delay Bankruptcy 1096 further), or to grant Mr Koh an extension of time to appeal.

The intended appeal was hopeless

56 The intended appeal against my decision on RA 221 was hopeless. Accordingly, no extension of time to appeal should be granted.

57 At first instance, Mr Koh provided no basis in his affidavits for setting aside the statutory demand. He did not file any written submissions, although the court had directed that this be done by 19 November 2024. At the hearing on 28 November 2024, he said nothing about why the statutory demand should be set aside. Instead, after making various accusations against the assistant

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23 Transcript dated 17 February 2025 at p 25 lines 15–18.

24 Transcript dated 17 February 2025 at p 31 lines 23–26.

25 Transcript dated 14 April 2025 at p 4 lines 15–21.

26 Transcript dated 14 April 2025 at p 4 lines 25–26.

registrar, Mr Koh walked out of the hearing. The assistant registrar proceeded to deal with this originating application on the merits, and dismissed it.

58 From 28 November 2024 until the hearing of RA 221 on 17 February 2025, Mr Koh filed no further affidavit or written submissions (although the court had directed that written submissions be filed for RA 221).

59 At the hearing of RA 221 on 17 February 2025, the closest Mr Koh came to giving a reason to set aside the statutory demand, was his assertion that in 2020, OCBC had agreed to compound his debt to $95,000, which he could pay in monthly instalments of $500.[27] This echoed the reference in Summons 3726, in which Mr Koh sought a copy of the alleged agreement in or around May 2020 to compound his debt to $95,000.[28]

60 Mr Koh claimed to have "enough record that [he had] been paying this 500, 500, 500 as best as [he] could from around 2020".[29] However, he provided no documentary evidence of the alleged agreement to compound the debt to $95,000, or the monthly $500 payments that he claimed to have made. At the hearing, he acknowledged that he had never had a document reflecting the alleged agreement,[30] and that it was possible that there were no such documents.[31]

61 OCBC's position was that since the statutory demand, Mr Koh had only made one payment of $500 in January 2024, which OCBC had duly given credit

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27 Transcript dated 17 February 2025 at p 27 line 27 to p 28 line 2.

28 Summons 3726 at para 4.

29 Transcript dated 17 February 2025 at p 28 lines 7–8.

30 Transcript dated 17 February 2025 at p 28 lines 3–4.

31 Transcript dated 17 February 2025 at p 28 line 4.

for before commencing bankruptcy proceedings against him.[32] OCBC filed an affidavit verifying the debt it claimed as at 27 March 2024, when it commenced bankruptcy proceedings,[33] whereas Mr Koh provided no evidence to contradict that – not even an assertion by him on oath. More specifically, Mr Koh provided no evidence of any payments *after* the one payment of $500 in January 2024 that OCBC had acknowledged.

62 Rule 68(2) of the Insolvency, Restructuring and Dissolution (Personal Insolvency) Rules 2020 (the "Personal Insolvency Rules") provides, in material part, that:

> (2) The Court must set aside a statutory demand if —
>
> (*a*) the debtor in question appears to the Court to have a valid counterclaim, set-off or cross demand *which is equivalent to or exceeds the amount of the debt or debts specified in the statutory demand*;
>
> (*b*) the debt is disputed on *grounds which appear to the Court to be substantial*;
>
> …
>
> (*e*) the Court is satisfied, *on any other ground*, that the demand ought to be set aside.
>
> [emphasis added]

63 Mr Koh did not raise any valid counterclaim, set-off or cross demand against OCBC which was "equivalent to or exceed[ed] the amount of the debt or debts specified in the statutory demand". His position, instead, was that

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32 Minute sheet dated 28 November 2024 at p 14 lines 9–12; see also affidavit of Poh Wei Chien filed in support of HC/B 1096/2024 on 27 March 2024 at p 12.

33 See affidavit of Poh Wei Chien filed in support of HC/B 1096/2024 on 27 March 2024 at p 12.

OCBC had compounded his debt, reducing it to $95,000 as of May 2020, and that he had made part payment(s) further reducing the debt.[34]

64 Even if I were to assume the existence of the alleged agreement, and that Mr Koh had been paying $500 a month from May 2020 until December 2023, he would only have made 44 such payments by December 2023, totalling $22,000. That would still have left him indebted to OCBC in the principal sum of $73,000 (leaving aside interest and costs) as at December 2023, when OCBC issued its statutory demand. Mr Koh only made one payment of $500 thereafter – in January 2024. Thus, even if Mr Koh's debt had been compounded to $95,000, and Mr Koh had paid OCBC $500 a month from May 2020 till January 2024, Mr Koh would still have owed OCBC some $72,500 (besides any interest and costs). Mr Koh *himself* did not put his case that high – he did not allege that he had paid OCBC $500 *every month from May 2020*, but only that he had been paying "as best as [he] could from around 2020".[35] Pertinently, Mr Koh did not allege that he had faithfully made *all* the instalment payments (under the alleged agreement), and so OCBC was not entitled to have issued the statutory demand on 19 December 2023.

65 Put another way, on Mr Koh's own case, he remained indebted to OCBC in an amount that would justify the issuance of the statutory demand, *ie*, not less than $15,000 (ss 311(1)(*a*) and 312(*a*) of the Insolvency, Restructuring and Dissolution Act 2018 (2020 Rev Ed) ("IRDA")).

66 The fact that Mr Koh alleged that the *quantum* of the debt was not as high as OCBC had claimed in the statutory demand (but the undisputed amount

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34 Transcript dated 17 February 2025 at p 27 line 27 to p 28 line 4.

35 Transcript dated 17 February 2025 at p 28 lines 3–4.

was still high enough to justify the issuance of a statutory demand) did not satisfy the requirement in r 68(2)(*b*) of the Personal Insolvency Rules, which is that the debt is disputed on *grounds which appear to be substantial*.

67 This conclusion was reached by Assistant Registrar Randeep Singh Koonar in *EFA RET Management Pte Ltd (as Trustee of EFA Real Economy Income Trust) v Dinesh Pandey and another matter* [2022] SGHCR 3 at [94]–[98], and by Chua Lee Ming J in *Chia Kok Kee v Tan Wah* [2024] SGHC 216 (at [19]) where he said:

> In any event, any dispute over the costs payable pursuant to BC 189 was not a sufficient ground to set aside the SD. Even if those costs were excluded, the total amount of the undisputed remaining debts in the SD was more than $200,000.

68 The position is the same in corporate insolvency, as held by Christopher Tan JC in *Chia Vui Khen Jason v HR Easily Pte Ltd* [2024] 5 SLR 399 at [14]:

> Additionally, if the Defendant succeeds in raising a substantial and *bona fide* dispute as regards only part of the Claimant's salary claim, leaving a portion of the SD amount undisputed, the Claimant still retains his status as a creditor, at least in respect of that portion. *So long as that undisputed portion of the SD amount exceeds the statutory threshold of $15,000 in limb (a) of s 125(2) IRDA, the deeming provision (which presumes that the Defendant is unable to pay its debts) still comes into operation.* In my view, this follows from the position adopted in *Re Inter-Builders Development Pte Ltd* [1991] 1 SLR(R) 126 ("*Inter-Builders Development*"). That case involved a statutory demand under s 254(1)(*e*) read with s 254(2)(*a*) of the Companies Act (Cap 50, 1990 Rev Ed) ("Companies Act (1990)"). Sections 254(1)(*e*) and 254(2)(*a*) of the Companies Act (1990) were respectively the predecessor provisions of ss 125(1)(*e*) and 125(2)(*a*) of the IRDA, and governed the statutory demand in *Inter-Builders Development*. The statutory threshold for making a statutory demand then was $2,000. Rajendran J held that a statutory demand seeking an amount beyond what was actually due was not necessarily invalid, so long as the amount actually due still exceeded the statutory threshold of $2,000 (at [9]):
>
> > In my view, s 254(2)(*a*) would operate if the petitioning creditor can establish that a sum exceeding $2,000 is

> due to him from the company and he has made a demand for a sum in excess of $2,000 in the manner provided in s 254(2)(*a*) which the debtor has neglected to pay. To hold otherwise would … "make every winding-up order bad where the creditor had demanded the smallest sum above what was actually due to him".
>
> [emphasis added]

69 To elaborate, under r 68(2)(*a*) of the Personal Insolvency Rules, a debtor may challenge a statutory demand by "a valid counterclaim, set-off or cross demand *which is equivalent to or exceeds the amount of the debt or debts* specified in the statutory demand". Where the debtor cannot match the amount of the debt in the statutory demand, however, the debtor would need to rely on r 68(2)(*b*) of the Personal Insolvency Rules – that "the debt is disputed on grounds which appear to be substantial", or r 68(2)(*e*) of the Personal Insolvency Rules – by satisfying the court that the demand ought to be set aside "*on any other ground*".

70 In summary judgment applications, if the quantum of a debt is disputed but there remains an undisputed amount, judgment may be entered for the undisputed amount. Similarly, if the quantum of the debt in a statutory demand is disputed, but there is an undisputed amount of not less than $15,000, that undisputed amount can support the statutory presumption of inability to pay debts.

71 In the circumstances, the dispute Mr Koh raised about the quantum of his debt to OCBC did not bring him within r 68(2)(*b*) of the Personal Insolvency Rules. Nor did I see any "other ground" to set aside the statutory demand under r 68(2)(*e*) of the Personal Insolvency Rules.

72 As such, Mr Koh's intended appeal against my decision on RA 221 (upholding the assistant registrar's dismissal of his originating application to set

aside the statutory demand) was hopeless, and giving Mr Koh an extension of time to appeal was not justified.

73 I would also observe that non-compliance with a statutory demand only raises a *rebuttable* presumption that the debtor is unable to pay the debt in the statutory demand. Inability to pay debts is only presumed "until the debtor proves to the contrary": s 312, IRDA. The dismissal of Mr Koh's application to set aside the statutory demand thus does not preclude him from proving (in Bankruptcy 1096) that he is in fact able to pay his debt to OCBC.

Conclusion

74 At the hearing of Summons 712, by which Mr Koh had applied for an extension of time to appeal against my decision in RA 221, Mr Koh alleged that he was not prepared to proceed with the hearing. I found that this allegation was unmeritorious, and proceeded with the hearing of Summons 712.

75 I dismissed Summons 712:

(a) Mr Koh provided no satisfactory explanation as to why he did not appeal in time, and would need months more to appeal; and

(b) the intended appeal – against my decision in RA 221, upholding the dismissal of Mr Koh's originating application to set aside OCBC's statutory demand – was hopeless. On Mr Koh's best case, he still owed OCBC an amount that was more than enough to justify the statutory demand that OCBC had issued, and the bankruptcy proceedings that OCBC had commenced.

76 For the above reasons, I dismissed Summons 712 with costs fixed at $1,500 (all in) to be paid by Mr Koh to OCBC.

Andre Maniam
Judge of the High Court

The claimant in person;
Mohamed Zikri Bin Mohamed Muzammil and Lee Pei Yi Jamey
(Hin Tat Augustine & Partners) for the defendant.