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DISTRICT JUDGE EDWIN SAN
15 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 29

District Court Originating Claim No 1489 of 2024
Registrar's Appeal No 58 of 2025

Between

Paramjeet Kaur A/P Balwan Singh

… *Claimant*

And

(1) Grab Rentals Pte Ltd
(2) Mohamed Aydi Bin Mohamed Yusoff

… *Defendants*

GROUNDS OF DECISION

[Civil Procedure — Costs — Security]

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Paramjeet Kaur A/P Balwan Singh
v
Grab Rentals Pte Ltd and another

[2026] SGDC 29

District Court Originating Claim No 1489 of 2024 (Registrar's Appeal No 58 of 2025)
District Judge Edwin San
18 December 2025, 30 December 2025

15 January 2026

District Judge Edwin San:

1 The Claimant appealed against the orders of the Deputy Registrar ("DR") in DC/SUM 1083/2025 ("SUM 1083") for:

(a) the Claimant to furnish security of $8,000 for the 2nd Defendant's costs by way of a bankers' guarantee; and

(b) the Claimant to furnish the security ordered within 21 days (*ie*, by 23 October 2025), failing which the proceedings in DC/OC 1498/2024 ("DC 1498") are stayed until compliance by the Claimant.

2 After considering the written and oral submissions of the parties as well as the relevant authorities, I allowed the appeal and set aside the orders of the DR. These are the grounds of my decision.

Background

3 The Claimant, Mdm Paramjeet Kaur A/P Balwan Singh, is the widow and administratrix of the estate of Mr Kuldeep Singh A/L Amar Singh ("Deceased"). The Claimant's action in DC 1498 is for damages arising from a road traffic accident on 15 September 2018 ("Accident") involving a motorcycle driven by the Deceased and a private hire car ("Vehicle") driven by the 2nd Defendant, Mr Mohamed Aydi Bin Mohamed Yusoff. At the material time, the Vehicle was owned by the 1st Defendant, Grab Rentals Pte Ltd.

4 The Claimant commenced the action in DC 1498 on 5 September 2024. On 6 June 2025, the 1st Defendant and 2nd Defendant applied in SUM 1083 for the Claimant to furnish $25,000 as security for costs.

5 The Claimant subsequently discontinued her action against the 1st Defendant on 2 September 2025. On 2 October 2025, the DR ordered the Claimant to furnish security of $8,000 for the 2nd Defendant's costs. Hence, this appeal against the orders of the DR concerned only the Claimant and the 2nd Defendant.

The applicable law

6 The applicable law is not in dispute. The applicable provision is O 9 r 12 of the Rules of Court 2021 ("ROC 2021"), specifically, O 9 r 12(1)(*a*) which reads as follows:

> **Security for costs (O.9, r.12)**
>
> **12.**—(1) The defendant may apply for security for the defendant's costs of the action if the claimant —
>
> (*a*) is ordinarily resident out of the jurisdiction;
>
> …

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7 The General Division of the High Court in *Cova Group Holdings Ltd v Advanced Submarine Networks Pte Ltd and another* [2023] SGHC 178 ("*Cova Group Holdings*") at [16], set out a two-stage framework in respect of the court's power to order security for costs:

(a) First, whether the court's discretion to order security for costs under O 9 r 12(1) has been enlivened; and

(b) Second, whether it is just to order security for costs having regard to all the relevant circumstances.

8 As regards the second stage concerning whether it is just to order security, the High Court in *Cova Group Holdings* noted, at [18], that this exercise entails a consideration of a non-exhaustive list of circumstances, including:

(a) whether the claimant has a bona fide claim;

(b) the claimant's financial standing;

(c) the ease of enforcing any judgment for costs against the claimant;

(d) the relative strengths of the parties' cases; and

(e) whether the application for security for costs has been taken out to oppressively stifle the claimant's action.

9 The High Court in *Cova Group Holdings* further stated at [17] that it is important to have regard to the Ideals in O 3 r 1 of the ROC 2021 and further observed that "…these Ideals relate to the promotion of expeditious (O 3 r 1(2)(b)) and cost-effective proceedings (O 3 r 1(2)(c)) that are achieved by the

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efficient use of court resources (O 3 r 1(2)(d)), and are all ultimately tailored towards the achievement of fair and practical results (O 3 r 1(2)(e)), which ensure the fair access to justice (O 3 r 1(2)(a)).”

10 In addition, the High Court in *Cova Group Holdings* observed at [20] that the provision of security for costs can be distilled into at least three key purposes, namely:

> (a) to protect the defendant, who cannot avoid being sued, by enabling him to recover costs from the claimant out of a fund within the jurisdiction in the event that the claim against him by the claimant proves to be unsuccessful;
>
> (b) to ensure, within the limits of protecting the defendant, that the claimant’s ability to pursue his claim is not stifled; and
>
> (c) to maintain a sense of fair play between the parties even amidst the cut-and-thrust of civil litigation.

11 I applied the above two-stage framework to this appeal with the aforesaid considerations relating to the Ideals and key purposes in mind.

First Stage: Discretion to order security

12 The application of the first stage of the applicable framework in this appeal is straightforward. It is an undisputed fact that the Claimant is ordinarily resident out of Singapore. As stated in her affidavits of 8 November 2024 and 18 July 2025, the Claimant is a citizen of Malaysia residing in Ipoh, Perak. By virtue of this fact, O 9 r 12(1)(*a*) of the ROC 2021 is satisfied, and the court’s discretion to order security for costs in the present case was therefore enlivened.

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Second Stage: Whether it is just to order security for costs

13 The second stage of the applicable framework entails a consideration whether it is just to order security having regard to all the relevant circumstances of the case.

14 In this regard, I first considered the relative strengths of the parties' cases and whether they have a reasonable prospect of succeeding. In this exercise, the court does not enter into a detailed examination of the merits at this stage of proceedings: see *Ong Jane Rebecca v Pricewaterhousecoopers and others* [2009] 2 SLR (R) 796 ("*Ong Jane Rebecca*") at [22]. Rather, as the High Court in *Cova Group Holdings* stated at [29], *"*… in assessing whether the defence has a good prospect of success, it is generally sufficient for a defendant to raise a plausible defence.*"* This same standard of plausibility will apply in assessing the prospects of success of a claimant's case: see *Cova Group Holdings* at [37].

Strength of the Claimant's case

15 To reiterate, the Claimant's action is for damages arising out of the Accident on 15 September 2018. The Claimant pleaded that the Accident was caused by the 2nd Defendant's negligence.[1] The Claimant has also pleaded and provided evidence that the 2nd Defendant was subsequently charged, convicted, and sentenced to imprisonment for, *inter alia*, causing death by a negligent act under s 304A(b) of the Penal Code (Cap 224, 2008 Rev Ed) in relation to the

[1] Statement of Claim at para 6.

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Accident.[2]

16 In my assessment, on the face of the pleadings and evidence, the Claimant has a *bona fide* and plausible claim with a good prospect of success. If the Claimant is successful in her action, she will be entitled to a substantial amount of damages, including for loss of dependency given that the Claimant was a dependent[3] of the Deceased who was only 48 years old at the time of his demise.

Strength of the 2nd Defendant's defence

17 Against this, the 2nd Defendant avers that the Claimant's claim is time-barred under s 24A(2) of the Limitation Act 1959.[4] This provision and s 24A(6) read as follows:

> (2) An action to which this section applies, where the damages claimed consist of or include damages in respect of personal injuries to the claimant or any other person, shall not be brought after the expiration of —
>
> (a) 3 years from the date on which the cause of action accrued; or
>
> (b) 3 years from the earliest date on which the claimant has the knowledge required for bringing an action for damages in respect of the relevant injury, if that period expires later than the period mentioned in paragraph (a).
>
> …
>
> (6) For the purposes of this section, a person's knowledge includes knowledge which he might reasonably have been expected to acquire —
>
> (a) from facts observable or ascertainable by him; or

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2 1st Affidavit of Paramjeet Kaur A/P Balwan Singh dated 8 November 2024 at paras 17-19 and exhibits Tab F and Tab G; 2nd Affidavit of Paramjeet Kaur A/P Balwan Singh dated 18 July 2025 at para 28.

3 Statement of Claim at p1.

4 2nd Defendant's Defence at para 10.

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> (b) from facts ascertainable by him with the help of appropriate expert advice which it is reasonable for him to seek.

18 The main defence raised by the 2nd Defendant is that the Claimant's claim is time-barred as DC 1489 was commenced on 5 September 2024, more than 3 years after the accident which occurred on 15 September 2018.[5] In essence, the 2nd Defendant contended that the Claimant, having appointed solicitors in August 2020 to assist in obtaining letters of administration, could have applied for the Coroner's certificate dated 15 March 2019 ("Coroner's Certificate") that sets out the circumstances of the accident and the identity of the 2nd Defendant.[6] As such, the 2nd Defendant contended that the Claimant need not have waited until she was contacted by the Traffic Police on 20 September 2021 to uncover the identity of the 2nd Defendant and commence the present action.

19 Alternatively, the 2nd Defendant argued that the Claimant could be deemed to have constructive knowledge of the identity of the 2nd Defendant from August 2020 based on her appointment of solicitors and the availability of the Coroner's Certificate. On this basis, the Claimant's claim would still have been commenced outside the limitation period calculated 3 years from August 2020.

20 On the other hand, the Claimant's position is that she was in Malaysia at the material time, and despite her numerous attempts to obtain the necessary information and documents the regarding the identity of the tortfeasor, the identity of 2nd Defendant was only made known to her after she received a letter

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5 2nd Defendant's Written Submissions at para 7.

6 1st Affidavit of Chung Wah Fook dated 2 December 2024 at page 7

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from the Traffic Police dated 21 September 2021.[7] As such, the Claimant submitted that she only had all the necessary details, including the identity of the 2nd Defendant, in September 2021. The Claimant's position is that commencement of DC 1489 on 5 September 2024 was thus within the limitation period. Related to this, the Claimant contended that she had commenced an earlier action in DC/DC 1933/2021 to preserve her position in view of the time bar. This action was subsequently withdrawn after the Claimant was informed of the 2nd Defendant's role in the Accident.

21 At this juncture, I reiterate that the court will not embark on a detailed examination of the merits of the parties' cases. It suffices to note that in deciding whether the Claimant had knowledge, the court will apply an objective test, and ask whether, given the circumstances, the Claimant could reasonably have been expected to acquire knowledge from facts observable and ascertainable by her: *see Leow Peng Yam v Kang Jia Dian Aryall* [2022] 2 SLR 725 at [32]-[34]. In the present case, it would appear that the 2nd Defendant's defence of time bar is predicated on constructive knowledge rather than actual knowledge of the Claimant, and it is evident that the determination of the issue of whether a personal representative (such as the Claimant) had the requisite knowledge to bring an action is a determination that will turn on findings of fact.

22 Seen in this light, although it can be said that the 2nd Defendant has a plausible limitation defence, it is evident that the success or failure of this defence cannot be fully determined without a trial.

23 For completeness, I address the 2nd Defendant's arguments that the court ought to attach weight to the Claimant's withdrawal of DC/SUM 2089/2025,

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7 1st Affidavit of Paramjeet Kaur A/P Balwan Singh dated 8 November 2024 at paras 7-21.

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which sought a determination under O 9 r 19 of the ROC 2021 that the Claimant's action is not time-barred due to the delayed discovery of the 2nd Defendant's involvement in the Accident. In my view, the Claimant's withdrawal of DC/SUM 2089/2025 is a neutral factor insofar as the determination of security of costs is concerned. As stated above, a determination that the Claimant's action is not time-barred due to the delayed discovery of the 2nd Defendant's involvement will require findings of fact and does not appear to be appropriate for summary determination: see *United Overseas Bank Ltd v Lippo Marina Collection Pte Ltd and others* [2016] 2 SLR 597 at [15].

Claimant's impecuniosity

24 I now turn to what is perhaps the most crucial factor in the present case *ie,* the financial standing of the Claimant. The Claimant has stated in her affidavit that *"I acknowledge that I will be unable to pay the costs of the Defendants if they succeed in their defence*".[8] Ms Rajvant Kaur ("Ms Kaur"), counsel for the Claimant, submitted that the Claimant is impecunious and that an order of security for costs, or even a reduction of the $8,000 ordered by the DR, will stifle the Claimant's claim and "extinguish the litigation before it can proceed to trial". Ms Kaur further informed the court that she has been continuing the conduct of this case *pro bono* since May 2025. Counsel for the 2nd Defendant, Mr Patrick Yeo ("Mr Yeo"), did not dispute that the Claimant is impecunious and stated that he was informed by Ms Kaur on 12 August 2025

[8] 2nd Affidavit of Paramjeet Kaur A/P Balwan Singh dated 18 July 2025 at para 6.

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that she was conducting the case *pro bono*.

25 It is clear from the authorities that the impecuniosity of a claimant (who is an individual) is not sufficient ground for ordering security for costs against him. In *Ong Jane Rebecca*, the High Court held at [29]:

> In *Faridah Begum bte Abdullah v Dato' Michael Chong* [1995] 2 MLJ 404, it was held that the mere bankruptcy or impecuniosity of the plaintiff is not a sufficient ground for ordering security for costs against him. On the other hand, the court is not precluded from ordering security for costs merely by reason of the plaintiff's bankruptcy or impecuniosity. The fact that the plaintiff here is a natural person rather than a company was material as the attitude in cases of impecuniosity differs in relation to companies and to individuals.

26 After considering the case of *Ho Wing On Christopher v ECRC Land Pte Ltd* [2006] 4 SLR(R) 817, the High Court in *Ong Jane Rebecca* observed at [30] that "[i]t is plain from the above passage that where the litigant is a natural person, public policy leans much more towards encouraging access to the courts." This is particularly germane to the present appeal, as the Claimant is a natural person who is impecunious.

27 At [33], the High Court in *Ong Jane Rebecca* held:

> Before the court refuses to order security on the ground that it would unfairly stifle any claim, the court has to be satisfied that the plaintiff concerned does not have the ability to provide the security.

28 Based on the facts set out in [24] above, I was satisfied that the Claimant did not have the ability to provide security, and that an order of security will indeed stifle her present claim. In coming to this decision, I am cognisant that the Claimant has thus far not paid the costs ordered against her, and that the 2nd Defendant may be unable to recover his costs if he succeeds in his defence. I also recognize that *"*…it would be ideal if the defendant does not experience

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the inconvenience and expense of enforcing his judgment in a different jurisdiction": see *Cova Group Holdings* at [22] and [34].

29 However, the concerns of a defendant not being able to recover his costs does not, in and of itself, fetter the court's discretion to refuse to order security in an appropriate case. Such a scenario was specifically considered in *Amar Hoseen Mohammed Revai v Singapore Airlines Ltd* [1994] 3 SLR (R) 290, where the High Court set aside the Assistant Registrar's order for the plaintiff (a Jordanian) to provide security for costs. The High Court stated at [60]:

> In the exercise of my discretion, I took into account the possibility of the plaintiff's inability to pay security and pay costs as it was a circumstance that fell within the ambit of O 23 r 1 but inability to pay does not fetter the discretion of the court. There is a strong possibility of the plaintiff succeeding and I, as a judge, must do right …

No security for costs ordered

30 In conclusion, it is apposite to recall the following observations of the High Court in *Ong Jane Rebecca* at [31]:

> Ultimately, the court has to carry out a balancing exercise. On the one hand, it has to weigh the injustice to the plaintiff if the plaintiff is prevented from pursuing a proper claim by an order for security. Against that, the court has to weigh the injustice to the defendant if no security was ordered and the plaintiff's claim fails at trial. The defendant may find itself unable to recover from the claimant the costs that it had incurred in its defence of the claim.

31 The consideration of whether to order security for costs entails a balancing exercise weighing the respective potential injustices to a claimant and a defendant. In the present appeal, having applied the two-stage framework and considering the relevant factors at hand, I arrived at the conclusion that it will not be just in this case to order security. The Claimant has a *bona fide* and plausible (substantial) claim with a good prospect of success, especially in light

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of the 2nd Defendant's criminal conviction after trial for causing the death of the Deceased by a negligent act.

32 The limitation defence of the 2nd Defendant, while also plausible, is predicated on the constructive knowledge of the Claimant and can only be determined at trial, where the trial judge will have the benefit of the discovery and cross-examination processes. Given that it is undisputed that the Claimant is impecunious and presently represented *pro bono*, it is my view that an order of security for costs will stifle her claim and prevent the matter from going to trial for a proper determination on the merits. Such an outcome will not be consonant with the Ideals in O 3 r 1 of the ROC 2021 nor the interest of justice.

33 For the aforementioned reasons, I therefore allowed the appeal and set aside the orders below for the Claimant to furnish security for the 2nd Defendant's costs.

Costs of the appeal

34 The Claimant succeeded in her appeal, and costs should event the event. Ms Kaur referred to Appendix H of the State Courts Practice Directions 2021 ("Appendix H Costs Guidelines"), which sets out the guidelines for party-and-party costs in district court cases, and sought costs of $3,500, including disbursements, in the Claimant's favour.

35 Mr Yeo submitted that no costs should be awarded to the Claimant because she was represented *pro bono* by Ms Kaur. I found this submission to be clearly erroneous.

36 In *SATS Construction Pte Ltd v Islam Md Ohidul* [2016] 3 SLR 1164, the High Court specifically considered whether costs can be ordered to a party

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represented by a lawyer on a *pro bono* basis. After a review of the principles relating to costs and relevant authorities, the High Court concluded at [20] that there was nothing in law or in principle which prohibited the award of costs to a successful litigant who was represented on a *pro bono* basis. The High Court ordered costs fixed at $6,000, inclusive of disbursements, to be paid by the appellant to the respondent who was represented on a *pro bono* basis.

37 The principle that costs may be awarded to a successful litigant who is represented *pro bono* was further buttressed in the subsequent High Court decision in *Liu Huaixi v Haniffa Pte Ltd* [2017] SGHC 270. At [52], the High Court held:

> I saw no reason in principle why the court should not award costs purely because the successful party is represented by counsel acting *pro bono*. This was also the case in *SATS Construction Pte Ltd v Islam Md Ohidul* [2016] 3 SLR 1164, where Debbie Ong JC awarded costs to counsel acting *pro bono*, as "*pro bono* and legal aid services are provided to enhance access to justice and it is fair for the providers of such services to be paid for work they have done by virtue of costs orders" (at [17]). This was precisely the case here. I therefore ordered the respondent to pay costs to the applicant, which I fixed at $8,000 inclusive of disbursements.

38 Mr Yeo withdrew his submission after considering these two authorities. Nevertheless, he urged the court to consider the concern that the 2nd Defendant will be entirely out of pocket if he succeeds in his defence.

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39 I had already considered and addressed this concern (see [28]-[29] above). Having considered the length of the hearings and the materials covered in this appeal as well as the Appendix H Costs Guidelines, I awarded costs of $3,000, inclusive of disbursements, to the Claimant for this appeal.

Edwin San
District Judge

Rajvant Kaur d/o Jagit Singh (Omnia Law Chambers LLC) for the Claimant;
Yeo Kim Hai Patrick and Lim Hui Ying (Legal Solutions LLC) for the 2nd Defendant.

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