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

[2026] SGHCR 4

Originating Application No 979 of 2025 (Summons No 2843 of 2025)

Between

Djony Gunawan

… *Applicant*

And

Christina Lesmana

… *Respondent*

GROUNDS OF DECISION

[Civil Procedure — Striking out]
[Abuse of Process — *Henderson v Henderson* doctrine]

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Djony Gunawan
v
Christina Lesmana

[2026] SGHCR 4

General Division of the High Court — Originating Application No 979 of 2025 (Summons No 2843 of 2025)
AR Perry Peh
30 October, 9 December 2025

23 February 2026

AR Perry Peh:

Introduction

1 In HC/OA 979/2025 ("OA 979"), the applicant ("Mr Gunawan") seeks a declaration that a Settlement Agreement dated 21 December 2018 ("the Settlement Agreement") which he had entered into with the respondent ("Ms Lesmana") is "valid, binding and enforceable". Mr Gunawan and Ms Lesmana were husband and wife, and they divorced in 2013.[1] The subject matter of the Settlement Agreement is a property known as the "Seaview Property". The Seaview Property was acquired by Mr Gunawan in 2007 by exercising the option to purchase in his sole name, and on 24 June 2009, both Ms Lesmana and Mr Gunawan were registered as its joint tenants (see *Djony Gunawan v*

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[1] 1st affidavit of Christina Lesmana ("CL-1") at para 7; 3rd affidavit of Djony Gunawan in HC/OS 1095/2021 ("OS 1095/3-DG") at para 6.

Christina Lesmana and another appeal [2024] 1 SLR 591 ("*Grounds of Decision*") at [2] and [32]). The critical part of the Settlement Agreement which Mr Gunawan seeks enforcement through OA 979 is the part which provides for: (a) Ms Lesmana's agreement to remove her name as a registered owner of the Seaview Property; and (b) Mr Gunawan's sole entitlement to all proceeds of the Seaview Property, in the event it is sold. Ms Lesmana denies having signed the Settlement Agreement and argues that it is a forged document.

2 The Seaview Property had been the subject matter of two previous legal proceedings which are relevant for present purposes and involved Mr Gunawan and Ms Lesmana – HC/OS 1095/2021 ("OS 1095") and HC/OA 713/2022 ("OA 713"). In those proceedings, it was common ground that Ms Lesmana had not made any contribution to the purchase price of the Seaview Property at the time when she was registered as a joint tenant (see *Grounds of Decision* at [19]). Thus, the key issue raised was whether a resulting trust of the Seaview Property had arisen in Mr Gunawan's favour, and whether Mr Gunawan rebutted the presumption of advancement that had arisen in Ms Lesmana's favour because of the parties' spousal relationship at the time when Ms Lesmana was registered as a joint tenant. In the previous proceedings, Mr Gunawan relied on various factual allegations, including the Settlement Agreement, as proof that he intended to retain full beneficial ownership of the Seaview Property including Ms Lesmana as joint tenant, *ie*, that he had no intention to benefit Ms Lesmana despite registering her as a joint tenant of the property.

3 The application before me was HC/SUM 2843/2025 ("SUM 2843"), in which Ms Lesmana asks that OA 979 be struck out on the ground that it is *res judicata* or an abuse of process because Mr Gunawan should not be permitted to rely on the Settlement Agreement again, since it had been raised in the previous proceedings and found to be not proven, and in any case, if Mr

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Gunawan wanted to rely on an enforcement of the Settlement Agreement to claim ownership of the Seaview Property, he ought to have done so in the previous proceedings. As I explain below, the issue decided in the previous proceedings was whether Mr Gunawan intended to retain full beneficial ownership of the Seaview Property despite the registration of Ms Lesmana as a joint tenant in June 2009. On that basis, Mr Gunawan's claim in OA 979 based on the Settlement Agreement, which is an agreement as to how the ownership of the Seaview Property was to be dealt with from December 2018, does not constitute a collateral attack or a re-litigation of the issue decided in the previous proceedings. It was therefore also reasonable for Mr Gunawan to not have advanced a case for ownership of the Seaview Property based on the Settlement Agreement, because doing so would have contradicted his position that Ms Lesmana was not to have any beneficial interest in the Seaview Property despite being included as a joint tenant. This is because, implicit in any case based on the Settlement Agreement is that Ms Lesmana had some prior interest in the Seaview Property which she then agreed to disclaim pursuant to the Settlement Agreement. I therefore considered that Mr Gunawan should be allowed to proceed with OA 979 and dismissed SUM 2843.

4 Ms Lesmana has appealed against my decision.[2] These detailed grounds supersede the brief reasons which I previously provided to parties when I delivered my decision on 9 December 2025.

Background

5 The background involving the parties and the previous proceedings have been set out in the *Grounds of Decision* ([1] above), which is the Appellate

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2 HC/RA 244/2025.

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Division's detailed grounds in the appeal brought by Mr Gunawan against OS 1095 and OA 713, both of which were decided against him. I respectfully take reference from the Appellate Division's grounds in summarising the relevant background.

The previous proceedings

6 In 2013, Ms Lesmana successfully applied for divorce in Indonesia. Pursuant to the orders made by the West Jakarta District Court, Ms Lesmana had custody of all three children to the marriage, and Mr Djony was also ordered to pay monthly maintenance for the three children.

7 In October 2016, Ms Lesmana sought leave in the Family Justice Courts of Singapore ("FJC") to file an application for financial relief consequent on a foreign divorce pursuant to s 121D of the Women's Charter (Cap 353, 2009 Rev Ed) ("the WC"). Ms Lesmana intended, by the application under s 121D of the WC, to seek orders from the FJC for the division of the Seaview Property. Ms Lesmana was refused leave at first instance by a District Judge, whose decision was reversed by the High Court in an appeal brought by Ms Lesmana. Mr Gunawan later appealed (with permission) against the High Court's decision, and the Court of Appeal upheld the High Court's decision (see *UFN v UFM and another matter* [2019] 2 SLR 650 ("*UFM*"); *Grounds of Decision* at [4]–[5]).

8 In upholding the High Court's decision, the Court of Appeal observed that, since Ms Lesmana was also a joint tenant of the Seaview Property, a less costly option for her to obtain her share of the Seaview Property (which she ultimately sought by way of her application for financial relief) was to apply for a sale and partition of the Seaview Property and seek half of the sale proceeds (see *UFM* at [63]; *Djony Gunawan (AD)* at [5]). In October 2021, Ms Lesmana

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filed OS 1095 for an order that the Seaview Property to be sold in the open market in lieu of partition and for her to be entitled to receive 50% of the sale proceeds. In October 2022, Mr Gunawan filed OA 713, seeking, among other things, a declaration that he is the sole beneficial owner of the Seaview Property and an order for Ms Lesmana's name as joint owner to be removed from the certificate of title of the Seaview Property. For completeness, Ms Lesmana subsequently withdrew the application which she had commenced in the FJC for the sale of the Seaview Property with a just and equitable distribution of the sale proceeds under s 121B of the WC (see *Grounds of Decision* at [4]–[5]).

9 Ms Lesmana's application in OS 1095 was brought on the ground that it was necessary or expedient for the High Court to order a sale in lieu of partition pursuant to s 18(2) of the Supreme Court of Judicature Act 1969, having regard to the state of her relationship with Mr Gunawan, the impossibility of ordering a partition of the Seaview Property (as it was an apartment) and that a sale was necessarily to facilitate a clean break between her and Mr Gunawan. On the other hand, in OA 713, Mr Gunawan contended that, despite the registration of Ms Lesmana as a joint tenant of the Seaview Property, he always intended that he retain full beneficial ownership of the same. Mr Gunawan claimed that Ms Lesmana was only included as a joint tenant as a result of certain threats which she had made.

10 In support of his contention that he intended to retain full beneficial ownership of the Seaview Property at the time when Ms Lesmana was included as a joint tenant (which Mr Gunawan relied on as a defence in OS 1095 and as a ground for relief in OA 713), Mr Gunawan relied on several documents, the authenticity of which were all disputed by Ms Lesmana. One of these documents was the Settlement Agreement. I set out the portion of Mr

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Gunawan's affidavits in OA 713 and OS 1095 in which he refers to the Settlement Agreement:[3]

> 39. In addition to the above, in December 2018, a mutual agreement was signed between the Defendant and I wherein the Defendant acknowledged that the Seaview Property was purchased using my mother's finances, agreed to retract her name from ownership of the Seaview Property and when the Seaview Property is sold, she agreed that the proceeds of sale would be given to me solely. By way of brief background, this mutual agreement was signed on 21 December 2018 by the Defendant and I at Parkway Parade. I met the Defendant there as she was at a hair salon. …
>
> 40. Even though this mutual agreement was entered into as a 'settlement without force', this still evidences the Defendant's acknowledgment that she has no beneficial ownership of the Seaview Property and our shared intention that *I was to retain 100% beneficial ownership of the Seaview Property*. …
>
> [emphasis added]

11 OS 1095 and OA 713 were consolidated. In the affidavits filed, Ms Lesmana disputed the authenticity of the documentary evidence which Mr Gunawan had adduced in support of his contentions, as well as the factual assertions which Mr Gunawan had made in support of his positions. In particular, Ms Lesmana's contended was that the Settlement Agreement was forged, and she denied having signed the Settlement Agreement.[4] Given the substantial disputes of fact between Mr Gunawan and Ms Lesmana, the learned Judge before whom OS 1095 and OA 713 were placed invited the parties to consider proceeding with cross-examination of witnesses so that the court would have the means of resolving these disputes of facts. An order for cross-examination was subsequently made on an application by Mr Gunawan's then

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3 1st affidavit of Djony Gunawan in HC/OA 713/2022 ("OA 713/1-DG") at paras 39–40; OS 1095/3-DG at paras 39–40.

4 Written submissions of Ms Christina Lesmana dated 3 February 2023 filed in HC/OS 1095/2021 and HC/OA 713/2022.

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counsel, but it was set aside after Mr Gunawan's counsel wrote in to inform the court that Mr Gunawan no longer wished to proceed with cross-examination, in light of cost considerations and the wish for speedy resolution of the proceedings.[5]

12 The High Court dismissed Mr Gunawan's application in OA 713 but granted Ms Lesmana's application in OS 1095. I respectfully refer to the parts of the High Court's oral judgment ("the Oral Judgment") which are material to the issues in SUM 2843:[6]

> The result of the Court being asked by parties to proceed with a documents only hearing is that the Court may only proceed on the basis of undisputed facts. Since Mr Gunawan's various allegations against Ms Lesmana were heavily disputed by her, in in the absence of cross-examination, I'm obliged to treat Mr Gunawan's allegations as not having been proved. Since Mr Gunawan has failed to discharge his burden of proof, I hold that Mr Lesmana has succeeded on both OS 1095 and OA 713 on the basis of the presumption of advancement.
>
> In any event, there also good reasons to doubt the authenticity of the disputed documents, as explained in the submissions filed by Ms Lesmana's counsel. For completeness, I should explain that even if I were to somehow accept that Mr Gunawan's allegations were true, I would also have likely ruled in Ms Lesmana's favour.
>
> …
>
> As for the settlement agreement, this was concluded 11 years after the purchase of the property. It cannot be evidence of what Mr Gunawan intended back when he included Ms Lesmana's name. At the highest, it would constitute an agreement for a new arrangement which Mr Gunawan could enforce by legal action. But that is not the legal basis upon which Mr Gunawan rested his claim in OA 713.

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5 CL-1 at p 20.

6 CL-1 at pp 113–115.

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13 Mr Gunawan appealed against the High Court's decision to the Appellate Division. As the *Grounds of Decision* ([1] above) show, the key issue in the appeal (as well is in OS 1095 and OA 713) was whether, as Mr Gunawan contended, he intended to retain full beneficial ownership of the Seaview Property at the time when Ms Lesmana was registered as a joint tenant. The Appellate Division held that the "legally relevant time" for determining whether a resulting trust had arisen in Mr Gunawan's favour was in June 2009 when Ms Lesmana was registered as a joint tenant of the Seaview Property and did not provide any consideration for the conveyance (see *Grounds of Decision* at [36]).

14 The Appellate Division noted that it was undisputed that Ms Lesmana did not provide any part of the consideration for the Seaview Property when she was registered as a joint tenant of the same in June 2009. As such, the presumption of resulting trust operated to presume, as an inference arising from this undisputed fact, that Mr Gunawan lacked an intention to benefit Ms Lesmana despite her inclusion as joint tenant (see *Grounds of Decision* at [36]). However, as Ms Lesmana and Mr Gunawan were in a spousal relationship at the time when the transfer had taken place, it was open to Ms Lesmana to invoke the presumption of advancement to contend that her inclusion as a joint tenant was intended as a gift of the Seaview Property to her (see *Grounds of Decision* at [38]). The Appellate Division considered the objective evidence pertaining to the nature and state of the relationship between Mr Gunawan and Ms Lesmana at the material time and found that the presumption of advancement strongly operated and was not rebutted by any of the evidence which Mr Gunawan had cited (see *Grounds of Decision* at [40]–[41]).

15 As for Mr Gunawan's decision to not proceed with cross-examination of Ms Lesmana, the Appellate Division noted that this resulted in the absence of evidence pertaining to Mr Gunawan's *actual intentions* at the time when Ms

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Lesmana was registered as a joint tenant of the Seaview Property in June 2009 (see *Grounds of Decision* at [23]). This meant that Mr Gunawan was left only with the presumption of resulting trust as an evidential tool for demonstrating his absence of intention to benefit Ms Lesmana (see *Grounds of Decision* at [23]). As mentioned earlier, the Appellate Division found this presumption to be rebutted by the presumption of advancement which operated strongly in Ms Lesmana's favour. The Appellate Division therefore dismissed Mr Gunawan's appeal. The Appellate Division's *Grounds of Decision* did not make any observations regarding the Settlement Agreement though I note, as Ms Lesmana's counsel highlighted, that the Settlement Agreement was mentioned in both Mr Gunwan's Appellant's Case and Appellant's Reply.[7]

Mr Gunawan's application in OA 979

16 Following the Appellate Division's dismissal of Mr Gunawan's appeal in May 2024, Ms Lesmana took out applications to enforce the orders made in OS 1095. On 3 September 2025, Mr Gunawan, as a self-represented person, filed OA 979. As I have mentioned earlier, OA 979 seeks a declaration that the Settlement Agreement is "valid, binding and enforceable", and further, an order that Ms Lesmana withdraws her name from the certificate of title of the Seaview Property pursuant to the terms of the Settlement Agreement.

17 In his supporting affidavit for OA 979, Mr Gunawan cited the part of the Oral Judgment (see [12] above) in which the High Court observed that the Settlement Agreement was "at the highest … an agreement for a new arrangement which Mr Gunawan could enforce by legal action". He stated that he was therefore "now elect[ing]" to enforce the Settlement Agreement "for

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7 Written submissions of Christina Lesmana in HC/SUM 2843/2025 at paras 36.4–36.5.

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specific performance". In support of his case that the Settlement Agreement was authentic, Mr Gunawan relied on three affidavits, two of which were deposed to by Mr Timothy Goh ("Mr Goh") and Dr Kee Heng ("Dr Kee"), both of whom had allegedly witnessed the execution of the Settlement Agreement, and another was deposed to by a person named Mdm Lee Gek Kwee ("Mdm Lee"), a forensic document examiner who supposedly verified that the Settlement Agreement was validly signed by Ms Lesmana and not forged.[8] I should highlight that, in the previous proceedings, Mr Gunawan had relied on the same affidavit by Mr Goh in contending that Mr Goh had witnessed the execution of the Settlement Agreement.[9]

SUM 2843

18 SUM 2843 is Ms Lesmana's application for OA 979 to be struck out in its entirety. Ms Lesmana's counsel submitted that in the previous proceedings, Mr Gunawan had already raised the Settlement Agreement in the context of the parties' dispute as to the ownership of the Seaview Property, and by virtue of the outcome of those proceedings, the court had already found Mr Gunawan's allegations regarding the Settlement Agreement to be not proven. Mr Gunawan had an opportunity to fully develop his case regarding the Settlement Agreement in the previous proceedings, including by adducing the further evidence from Dr Kee and Mdm Lee which he now relied on as well as cross-examine Ms Lesmana's evidence that the Settlement Agreement was forged, but he chose not to do so, and he should not be permitted a second bite at the cherry by proceeding with OA 979. The substance of what Mr Gunawan relies on in OA 979 (*ie*, the Settlement Agreement) and the relief sought (that he is the sole

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8 1st affidavit of Djony Gunawan in HC/OA 979/2025 ("DG-1") at paras 3–6.

9 Written submissions of Mr Djony Gunawan in HC/OS 1095/2021 and HC/OA 713/2022 at para 20.

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owner of the Seaview Property) is identical to the matters canvassed in the previous proceedings which were decided against him. Therefore, OA 979 should be struck out on the basis of cause of action estoppel, or in the alternative, issue estoppel, or in the further alternative, the extended doctrine of *res judicata*. As an alternative argument, Ms Lesmana also argued that OA 979 is time barred because any cause of action which Mr Gunawan had pursuant to the Settlement Agreement accrued by 22 December 2018 and more than six years has passed since that date.

19 Mr Gunawan denied that OA 979 is an abuse of process, and he explained that OA 979 is filed "in obedience to the [High Court]'s express direction that enforcement of [the Settlement Agreement] be pursued by a distinct legal action".[10] At the outset, let me state I did not agree with the latter submission made by Mr Gunawan – the Oral Judgment makes it clear that the High Court did not give any direction that Mr Gunawan should enforce the Settlement Agreement by way of separate legal action; the High Court merely observed that the action before it was not one for the enforcement of the Settlement Agreement, and that it was doubtful whether the Settlement Agreement could operate as meaningful evidence of Mr Gunawan's intention since it quite significantly post-dated the relevant events (*ie*, when Ms Lesmana was included as a joint tenant in June 2009) (see [12] above).

Preliminary observation

20 Before turning to my decision proper, I make a preliminary observation regarding the submission by Ms Lesmana's counsel that it had been found, through the previous proceedings, that Mr Gunawan's case regarding the

[10] Written submissions of Djony Gunawan in HC/SUM 2843/2025 at para 10.

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Settlement Agreement was *not proven*. It is true that (a) Mr Gunawan raised the Settlement Agreement in the previous proceedings and relied on it as a ground for contending that he intended to retain *full* beneficial ownership of the Seaview Property despite registering Ms Lesmana's name as a joint tenant, and (b) the High Court eventually found the Settlement Agreement to be *not* proven. However, I do not think it follows that Mr Gunawan had *failed* in his case regarding the Settlement Agreement. For completeness, in the *Grounds of Decision*, the Appellate Division did not make any observation regarding the Settlement Agreement.

21 As the Court of Appeal noted in *Loo Chay Sit v Estate of Loo Chay Loo, deceased* [2010] 1 SLR 286 ("*Loo Chay Sit*") (at [16]–[20]), there are three possibilities in so far as the concept of proof is concerned:

> (a) A fact is "proved" where the party asserting a particular fact has discharged his burden of proof to allow the court to make the finding that a particular fact *exists*. This is an affirmative finding as to the *existence* of that fact.
>
> (b) A fact is "disproved" where the party seeking to challenge a particular fact sought to be proved by the opposing party adduces sufficient evidence to allow the court to make the finding that the fact does *not* exist. This is an affirmative finding as to the *non-existence* of that fact.
>
> (c) A finding that a particular fact is "not proved" is not the same as a finding that the fact is "disproved". Where the court finds that a fact is "not proved", the court is unable to say precisely how the matter stands because of a lingering doubt as to the *existence and non-existence* of the

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fact, and hence it refrains from making an affirmative pronouncement as to the existence or non-existence of that fact.

22 In the Oral Judgment, the High Court, addressing the various factual assertions which Mr Gunawan relied on (including the Settlement Agreement) and which Ms Lesmana disputed, stated that it was "obliged to treat Mr Gunawan's allegations as *not having been proved*" [emphasis added] in light of the absence of cross-examination (see [12] above). In my respectful view, the High Court had found Mr Gunawan's allegations regarding the Settlement Agreement as "not proved", *ie*, the court refrained from making an affirmative pronouncement regarding the existence or non-existence of the Settlement Agreement. Indeed, given Ms Lesmana's and Mr Gunawan's contradictory positions regarding the Settlement Agreement, the High Court could not have made a finding either way regarding the Settlement Agreement. This is an important starting point against which Mr Gunawan's present reliance on the Settlement Agreement in OA 979 is to be appreciated.

My decision

23 For the reasons explained below, I did not find the grounds for striking out relied on Ms Lesmana to be made out, and I therefore dismissed SUM 2843. To briefly summarise my reasoning:

(a) The previous proceedings concerned the question of whether Mr Gunawan had intended to retain full beneficial ownership of the Seaview Property despite registering Ms Lesmana as a joint tenant in June 2009. Having regard to this, and the facts which Mr Gunawan relied on in the previous proceedings as his defence and as grounds for relief, as well as the issue which the court had to decide in those proceedings, cause of action and issue estoppel are inapplicable on the facts.

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(b) As for the extended doctrine of *res judicata*, I accept that the case based on the Settlement Agreement which Mr Gunawan now relies on is one which he could have raised in the previous proceedings, but considering the complexion of the litigation in those proceedings, I think it was reasonable for Mr Gunawan to not have advanced a claim for ownership of the Seaview Property based on an enforcement of the Settlement Agreement (*ie*, what he is now seeking to do) and the overall circumstances weigh in favour of allowing Mr Gunawan to proceed with OA 979.

(c) As for the argument based on time-bar, that is completely unsustainable, because Ms Lesmana has not placed any evidence before me to suggest that the cause of action based on the Settlement Agreement had accrued on or before 2 September 2019, which is the latest date by which any such cause of action must have accrued for OA 979 to be time barred.

Cause of action estoppel

24 Cause of action estoppel, together with the doctrine of issue estoppel and the extended doctrine of *res judicata*, together form part of the distinct but interrelated principles of *res judicata* which, broadly speaking, operate to preclude litigants from making arguments that were previously rejected by a court or tribunal, or that they ought to have advanced on an earlier occasion (see *The Royal Bank of Scotland NV (formerly known as ABN Amro Bank NV) and others v TT International Ltd (nTan Corporate Advisory Pte Ltd and others, other parties and another appeal*) [2015] 5 SLR 1104 ("*TT International*") at [98]). Underlying these principles is the policy that litigants should not be twice

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vexed in the same matter, and that the public interest requires finality in litigation (see *TT International* at [98]).

25 Cause of action estoppel prevents a party from asserting or denying, as against the other party, the existence of a particular cause of action, the non-existence or existence of which has been determined by a court of competent jurisdiction in previous litigation between the same parties (see *TT International* at [99]). In this case, there is no dispute that (a) there is an identity of parties between the previous proceedings and OA 979, (b) the court pronouncing the earlier judgment in the previous proceedings is a court of competent jurisdiction, and (c) the earlier judgment was a final and conclusive judgment on the merits (for the requirements of cause of action estoppel, see *Zhang Run Zi v Koh Kim Seng and another* [2015] SGHC 175 ("*Zhang Run Zi*") at [40]). The applicability of the doctrine of cause of action estoppel therefore turned on whether it could be said that the causes of action in the previous proceedings and in OA 979 are *identical*.

26 In *Zhang Run Zi* (at [43]), the High Court held, in the context of cause of action estoppel, that "cause of action" referred to the "material facts upon which the plaintiff's claims for relief were based". As the court explained (see *Zhang Run Zi* at [43]):

> … if a plaintiff's right to a remedy in a *particular matrix of pleaded facts* has been decided upon, under cause of action estoppel, the plaintiff cannot re-litigate his right to a remedy against the same defendant on those same facts. The fact that certain legal points or arguments raised in subsequent proceedings were not raised or decided upon in previous proceedings does not bar the operation of cause of action estoppel; there is still identity of cause[s] of action on the basis that the *material facts pleaded as the basis for a remedy* are identical.
>
> [emphasis added]

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27 While both the previous proceedings and OA 979 both concern a dispute over the ownership of the Seaview Property, what is determinative to the applicability of cause of action estoppel is whether the material facts relied on by Mr Gunawan in support of his claim for ownership are identical in both sets of proceedings. In the previous proceedings, the starting point of Mr Gunawan's case was that Ms Lesmana had made no contribution to the purchase price of the Seaview Property when her name was included as a joint tenant. In other words, his claim was based on a purchase money resulting trust, which arises when the transferor of property who provided the purchase price had no intention to confer a beneficial interest in the property on the recipient by the transfer (see *Lau Siew Kim v Yeo Guan Chye Terence* [2008] 2 SLR(R) 108 ("*Lau Siew Kim*") at [35]; *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [38] and [44]). Therefore, the material fact which Mr Gunawan relied on was his intention to retain *full* beneficial ownership of the Seaview Property *despite* the inclusion of Ms Lesmana as joint tenant (or put another way, his lack of intention to benefit Ms Lesmana by the inclusion), though that was eventually found to be unproven given the state of the evidence as to Mr Gunawan's actual intentions at the material time (see *Grounds of Decision* at [22]).

28 In OA 979, Mr Gunawan's claim for ownership of the Seaview Property is premised on an enforcement of the Settlement Agreement in which Ms Lesmana agreed to be removed as a registered owner of the Seaview Property and not lay claim to any of its sale proceeds. Assuming for the sake of argument that the Settlement Agreement indeed exists and is enforceable, it could conceivably provide ground to Mr Gunawan's claim for ownership in two ways. On the one hand, it could be characterised as evidence of Ms Lesmana's acceptance that she had no beneficial interest in the Seaview Property (which might explain why she would then be willing to remove her name as a registered

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owner of the property without any consideration being paid to her), and it appears that this was how Mr Gunawan had relied on the Settlement Agreement in the previous proceedings (see [10] above). One the other, it represents the parties' agreement for Ms Lesmana to disclaim any interest in the Seaview Property with effect from the date of the Settlement Agreement, 21 December 2018, whatever interest she might have had in the property prior to that date. Given how Mr Gunawan frames OA 979 as an application to "enforce" the Settlement Agreement for "specific performance",[11] quite clearly, Mr Gunawan's present reliance on the Settlement Agreement comes under the latter. On that basis, the material fact which Mr Gunawan relied on in the previous proceedings – that he did not intend to benefit Ms Lesmana by registering her as a joint tenant of the Seaview Property in June 2009 – does not overlap with and has no bearing on the material fact he now relies on in OA 979, which is the parties' agreement as to how the ownership of the Seaview Property is to be dealt with from 21 December 2018 onwards.

29 It therefore follows that the material fact which Mr Gunawan relied on in his claim to full beneficial ownership of the Seaview Property in the previous proceedings and that which he now relies on in OA 979 are distinct. On that basis, Mr Gunawan's present reliance on the Settlement Agreement does not constitute a direct attack on the earlier decision made in relation to a disputed matter between the same parties (see *TT International* at [99]). This is because any finding made in OA 979 that the Settlement Agreement exists and is enforceable and that Ms Lesmana agreed as at the date of the Settlement Agreement to disclaim any interest in the Seaview Property is not in any way inconsistent with Mr Gunawan's intention to benefit Ms Lesmana by registering

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[11] DG-1 at para 3.

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her as a joint tenant in June 2009, which the court had found to be so in the previous proceedings. The causes of action in the previous proceedings and in OA 979 are therefore *not* identical.

Issue estoppel

30 Issue estoppel arises when a court of competent jurisdiction has determined some question of fact or law, either in the course of the same litigation or in other litigation which raises the same point between the parties (see *TT International* ([24] above) at [100]). In this case, there is no dispute that (a) there is an identity of parties between the previous proceedings and OA 979, (b) the court pronouncing the earlier judgment in the previous proceedings is a court of competent jurisdiction, and (c) the earlier judgment was a final and conclusive judgment on the merits (for the requirements of issue estoppel, see *Goh Nellie v Goh Lian Teck* [2007] 1 SLR(R) 453 ("*Goh Nellie*") at [26]). The applicability of the doctrine of issue estoppel therefore turned on whether there is an identity of subject matter in the previous proceedings and in OA 979, *ie*, whether the issues litigated in the previous proceedings and the issues presented in OA 979 are *identical* (see *Goh Nellie* at [34]).

31 In my view, there is no identity in subject matter because the issues presented in the previous proceedings and in OA 979 are plainly distinct. In the previous proceedings, whether Mr Gunawan could succeed in his claim for ownership based on a resulting trust turned on whether he had an intention to benefit Ms Lesmana by registering her as a joint tenant of the Seaview Property in June 2009, and that was the issue which the court had determined in Ms Lesmana's favour. On the other hand, in OA 979, the issue which the court must determine is whether Ms Lesmana agreed, via the Settlement Agreement, to have her name removed as a registered owner, and thereby disclaim any

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interest in the Seaview Property and/or its sale proceeds. The issue to be determined in OA 979 is not in any way contingent on the issue determined in the previous proceedings, because whatever Mr Gunawan's intention was when he included Ms Lesmana as joint tenant in June 2009 has no bearing on whether the parties indeed reached the agreement which Mr Gunawan claimed they did in the Settlement Agreement.

32 I acknowledge, as Ms Lesmana's counsel submitted, that Mr Gunawan had relied on the Settlement Agreement in the previous proceedings, but this alone does not result in identity of subject matter and give rise to issue estoppel. The question is whether the decision in the previous proceedings traverses the same ground as OA 979, and whether the facts and circumstances which Mr Gunawan is seeking to rely on in OA 979 are those which gave rise to the earlier decision (see *Goh Nellie* at [34]). I answer this in the negative, for two reasons. First, the issue of whether Mr Gunawan had intended to retain full beneficial ownership of the Seaview Property when Ms Lesmana was included as joint tenant in June 2009 was determined solely with reference to the facts and circumstances as they stood in June 2009, and not subsequent events such as the parties' entry into the Settlement Agreement. Therefore, any finding made in Mr Gunawan's favour in OA 979 would not be dependent on and/or traverse the same facts which were fundamental to the court's decision in the previous proceedings. Secondly, in the previous proceedings, the High Court made no finding whatsoever regarding the existence and enforceability of the Settlement Agreement. The High Court had only found the Settlement Agreement to be *not proven*, and it made no affirmative finding either way regarding the Settlement Agreement (see [12] above). Therefore, no part of the High Court's decision on the issue of whether Mr Gunawan intended to retain full beneficial ownership of the Seaview Property in June 2009 could have been founded upon

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the existence and enforceability of the Settlement Agreement, which Mr Gunawan now relies on. As I mentioned earlier, the Appellate Division's *Grounds of Decision* did not deal with the Settlement Agreement (see [15] above).

Extended doctrine of **res judicata**

33 Finally, I come to the extended doctrine of *res judicata*. Unlike cause of action estoppel and issue estoppel which apply only in situations where a litigant seeks to re-argue points which have already been the subject of a previous judicial decision in earlier proceedings between the same parties, the extended doctrine of *res judicata* operates to bar re-litigation of points even if they had not been previously brought to the attention of the court, so long as they were points which properly belonged to the subject matter of earlier litigation and which the parties, exercising reasonable diligence, should have brought forward at the time (see *Goh Nellie* ([30] above) at [52]; *TT International* ([24] above) at [101]). The underlying consideration of the extended doctrine of *res judicata* is to prevent abuse of the judicial process to ensure that litigants are not twice vexed in the same matter and ensure finality in litigation (see *Beh Chew Boo v Public Prosecutor* [2021] 2 SLR 180 at [57]; *CIX v DGN* [2025] 1 SLR 272 ("*CIX*") at [57]).

34 In determining the applicability of the extended doctrine, the court should undertake a "broad, merits-based judgment" which takes into account the public and private interests involved and all the facts of the case (see *TT International* at [104]). The High Court in *Goh Nellie* (at [53]) set out a list of non-exhaustive factors that are relevant to this analysis, which I respectfully reproduce here: (a) whether the later proceedings in substance is nothing more than a collateral attack upon the previous decision; (b) whether there is fresh

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evidence that might warrant litigation; (c) whether there are *bona fide* reasons why an issue that ought to have been raised in the earlier action was not; and (d) whether there are some other special circumstances that might justify allowing the case to proceed. Ultimately, the court seeks to strike its balance between allowing a litigant with a genuine claim to have his day in court and ensuring that the litigation process would not be unduly oppressive to the defendant on the other (see *Lim Geok Lin Andy v Yap Jin Meng Bryan* [2017] 2 SLR 760 at [44]).

35 In this case, the legal burden is on Ms Lesmana, as the party invoking the extended doctrine of *res judicata*, to demonstrate that Mr Gunawan's claim in OA 979 could and should have been brought in the previous proceedings, and thereafter, the evidential burden would fall on Mr Gunawan to explain why these claims could not have been brought there (see *CIX* at [63]). For the reasons explained below, I was not satisfied that Ms Lesmana had discharged her legal burden.

36 I agree, as Ms Lesmana's counsel submitted, that the previous proceedings and OA 979 ultimately concern a dispute over the ownership of the Seaview Property and so if Mr Gunawan wanted to rely on an enforcement of the Settlement Agreement as the basis of his claim for ownership, he *could* have done so in the previous proceedings. However, I find that there are *bona fide* reasons why Mr Gunawan did not do so. To recap, in the previous proceedings, the central ground on which Mr Gunawan claimed ownership of the Seaview Property was that Ms Lesmana provided no contribution to the purchase price when her name was registered as a joint tenant in June 2009 and he intended to retain full beneficial interest in the Seaview Property despite including her as a joint tenant. In other words, Mr Gunawan's claim for ownership in the previous proceedings is premised on Ms Lesmana having no beneficial interest in the

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Seaview Property at any point in time. On the other hand, in OA 979, the material term in the Settlement Agreement on which Mr Gunawan relies to claim sole ownership of the Seaview Property is that which states that Ms Lesmana agreed to withdraw herself as a registered owner of the Seaview Property and that she would also not lay claim to any subsequent proceeds of sale of the property ("the Withdrawal Term"). Assuming for the sake of argument that the Settlement Agreement exists and is enforceable, implicit in the Withdrawal Term is that Ms Lesmana had some interest in the ownership of the Seaview Property and its sale proceeds, otherwise, it would be entirely redundant for the parties to have to agree to Ms Lesmana disclaiming her interest in that manner.

37 In other words, (a) a claim for ownership based on Mr Gunawan being the sole beneficial owner of the Seaview Property (and any lack of intention on his part to benefit Ms Lesmana by including her as a joint tenant in June 2009) and (b) a claim for ownership based on an enforcement of the Settlement Agreement were inconsistent with each other because the former precludes Ms Lesmana having any interest in the Seaview Property while the latter acknowledges that Ms Lesmana had some prior interest in the Seaview Property which she agreed to disclaim by entering into the Settlement Agreement. If Mr Gunawan were to adopt a position which implicitly accepted that Ms Lesmana had some interest in the Seaview Property, that would have undermined his case that he always intended to retain full beneficial ownership of the Seaview Property, which is the critical fact he had to make good in order to succeed in his claim for ownership based on a resulting trust in the previous proceedings. In these circumstances, I accept that it was reasonable for Mr Gunawan to not have relied on an enforcement of the Settlement Agreement in the previous proceedings, even though the result which he is now seeking is identical to that

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which he sought in the previous proceedings, *ie*, that he is the sole owner of the Seaview Property.

38 Counsel for Ms Lesmana submitted that the declaration sought by Mr Gunawan in OA 713 that he is the sole beneficial owner of the Seaview Property (see [8] above) relates to the state of beneficial ownership of that property at the time when OA 713 was brought, *ie*, in 2022. Therefore, Mr Gunawan should have relied on the Settlement Agreement in the previous proceedings because the Settlement Agreement had already been entered by that time and it was material to the relief which Mr Gunawan sought. With respect, I think the premise of this submission is incorrect. The ground on which Mr Gunawan sought the declaration in OA 713 was that he had no intention to benefit Ms Lesmana despite registering her as a joint tenant of the Seaview Property in June 2009. The legal basis for Mr Gunawan's relief in OA 713 was therefore a resulting trust, which crystalises at the time the property is acquired, and the extent of the parties' beneficial interests under a resulting trust is also determined as at the time when the property was acquired and the trust created (see *Lau Siew Kim* ([27] above) at [112]). Any finding which the court made in the previous proceedings regarding the beneficial ownership of the Seaview Property was therefore as at June 2009 when Ms Lesmana was registered as a joint tenant (see also the *Grounds of Decision* ([1] above) at [36]). As I have explained earlier, since it is implicit in any case premised on the Settlement Agreement that Ms Lesmana had some prior interest in the ownership of the Seaview Property and its sale proceeds and thereby agreed to disclaim it, it was reasonable for Mr Gunawan to not have relied on an enforcement on the Settlement Agreement as the basis of his claim for ownership in the previous proceedings, since that would have contradicted his case that he always intended

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to retain full beneficial ownership of the Seaview Property and that Ms Lesmana had no interest whatsoever in the Seaview Property.

39 Importantly, OA 979 does not give rise to a collateral attack or re-litigation of the issues decided in the previous proceedings. The issue which arose for consideration in the previous proceedings is whether Mr Gunawan intended to retain full beneficial ownership of the Seaview Property despite including Ms Lesmana as a joint tenant in June 2009, which was ultimately determined in Ms Lesmana's favour because it was found, by virtue of the presumption of advancement, that Mr Gunawan had intended to benefit Ms Lesmana by making a gift to her through the inclusion (see [14] above). The Settlement Agreement, if enforced, concerns the ownership of the Seaview Property from December 2018 onwards. Even if the Settlement Agreement were enforced in Mr Gunawan's favour so that he is found to be sole owner of the Seaview Property with effect from the date of that agreement, that is not inconsistent with Mr Gunawan's intention to benefit Ms Lesmana by registering her as a joint tenant in June 2009 and Ms Lesmana being a beneficial owner by virtue of being included as a joint tenant, *ie*, matters which were determined in the previous proceedings. In my view, the absence of any collateral attack or re-litigation of a previously decided issue is a significant factor which renders the extended doctrine of *res judicata* inapplicable in this case (see generally, *CIX* ([33] above) at [58]).

40 I accept that, if OA 979 were determined in Mr Gunawan's favour and he is found to be the sole owner of the Seaview Property pursuant to an enforcement of the Settlement Agreement, that contradicts the outcome of the previous litigation, which found Ms Lesmana to be a beneficial owner of 50% of the Seaview Property. However, I do not think this contradiction gives rise to a collateral attack for the purposes of the extended doctrine of *res judicata*.

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In determining whether a subsequent proceeding is precluded by the extended doctrine, it is necessary to look at what was the subject of litigation and the matter decided in the previous proceedings. The previous proceedings concerned whether Ms Lesmana was a beneficial owner of the Seaview Property by virtue of Mr Gunawan including her as a joint tenant of the Seaview Property in June 2009 – that being the avenue by which Ms Lesmana claimed beneficial ownership of the Seaview Property – and the only matter which the court decided was Mr Gunawan's intention to benefit Ms Lesmana by that inclusion. Any finding made in OA 979 regarding the existence and enforceability of the Settlement Agreement would not contradict any of that which was decided in the previous proceedings.

41 A further reason why I consider that Mr Gunawan should be allowed to rely on an enforcement of the Settlement Agreement as the basis of his claim for ownership in OA 979 is the fact that there has been no substantive adjudication of his case regarding the Settlement Agreement in the previous proceedings. In my view, this constitutes a special circumstance which justifies allowing Mr Gunawan's case to proceed. In the previous proceedings, the High Court found the various factual allegations raised by Mr Gunawan (including the Settlement Agreement) to be *not* proven, which meant that the court made no finding either way about the existence or non-existence of the Settlement Agreement (see [22] above). It is true, as Ms Lesmana's counsel submitted, that this was a result of Mr Gunawan's own doing because he chose to not proceed with cross-examination and make good his case regarding the Settlement Agreement despite the challenges regarding authenticity which Ms Lesmana had raised. However, given that Mr Gunawan did not rely on an enforcement of the Settlement Agreement as the basis of his claim of ownership in the previous proceedings, and merely relied on it as proof of his intention at the

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material time regarding the beneficial ownership of the Seaview Property (see [28] above), I think he was justified in thinking that it was unnecessary to make good his case regarding the Settlement Agreement considering that he had also relied on various other factual assertions and submissions, besides the Settlement Agreement, in support of his case that he did not intend to benefit Ms Lesmana by registering her as a joint tenant of the Seaview Property in June 2009. Given the absence of any substantive adjudication of Mr Gunawan's case about the Settlement Agreement in the previous proceedings, and coupled with my earlier views that it was reasonable for Mr Gunawan to not have advanced a case based on an enforcement of the Settlement Agreement considering the complexion of the litigation in the previous proceedings, I find that the balance between allowing a litigant with a genuine claim to proceed in court and ensuring that the litigation process does not unduly oppress the defendant is best struck by allowing Mr Gunawan to proceed with his claim for enforcement of the Settlement Agreement in OA 979.

42 In OA 979, Mr Gunawan intends to support his claim based on the Settlement Agreement with further evidence, including the evidence of Dr Kee, who apparently witnessed the signature of the Settlement Agreement, and the evidence of Mdm Lee, a forensic examiner who allegedly verified Ms Lesmana's signature on the Settlement Agreement (see [17] above). The evidence of Dr Kee and Mdm Lee both relate to facts and issues known to Mr Gunawan from the outset, since Ms Lesmana had already challenged the authenticity of the Settlement Agreement in the previous proceedings. As such, I do not think the further evidence which Mr Gunawan intends to rely on constitutes fresh evidence that warrants further litigation. I mention this to make it clear that, if I were wrong in my views above regarding the applicability of the extended doctrine of *res judicata* and so Mr Gunawan should not be allowed

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to proceed with OA 979, the further evidence he now relies on would do him no assistance in that respect.

Time bar

43 Finally, a further ground on which Ms Lesmana seeks the striking out of OA 979 is that it is time-barred. It is trite, as Ms Lesmana submitted, that the date on which the cause of action for a dispute in contract accrues is the date of the alleged breach, and such an action must be brought within six years from the date on which the cause of action accrued. Ms Lesmana submitted that OA 979 is time barred because under the Settlement Agreement, which is dated 21 December 2018, she was obliged to withdraw her name from the Seaview Property pursuant to the Withdrawal Term (see [36] above), and given she had not done so, she has been in breach of the Settlement Agreement since at least 22 December 2018, and so any action for the enforcement of the Settlement Agreement ought to have been commenced by 21 December 2024 at the latest.

44 I disagree with the submission. The Settlement Agreement is silent on when the Withdrawal Term is to be carried into effect. Ms Lesmana's submission – that she has been in breach of the Settlement Agreement from 22 December 2018 onwards – is premised on her being required by the Settlement Agreement to withdraw her name from the Seaview Property either *immediately* or within a *specified period thereafter*, but none of that is stated in the Settlement Agreement as exhibited in the affidavits filed. As Ms Lesmana is the applicant for striking out in SUM 2843, the legal burden is on her to adduce facts to prove that the action in OA 979 would be time-barred, for example, facts which would suggest that it is an implied term of the Settlement Agreement that the Withdrawal Term is to be carried into effect immediately or at the latest by 2 September 2019, so that the commencement of OA 979 on 3 September

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2025 was outside of the limitation period. No such facts were adduced in Ms Lesmana's supporting affidavit in SUM 2843, and in these circumstances, her argument based on time bar must fail. In the absence of these facts, and based on the evidence before me, the clearest indication of breach of the Settlement Agreement by Ms Lesmana is when she commenced OS 1095 on 28 October 2021 seeking a sale in lieu of partition of the Seaview Property. On that basis, OA 979 is not time barred.

Conclusion

45 In closing, I should state that I sympathise with Ms Lesmana's inability to obtain closure in this long-running dispute with Mr Gunawan regarding the Seaview Property. However, the threshold to find an abuse of process is high (see generally, *Beyonics Asia Pacific Ltd and others v Goh Chan Peng and another and another appeal* [2022] 1 SLR 1 at [69]), and in this case, having carefully considered the circumstances, I decided that I should err on the side of caution in allowing Mr Gunawan's case to proceed, because the complexion of the litigation in the previous proceedings and the issues which had to be decided meant that it was reasonable for Mr Gunawan to not pursue the enforcement of the Settlement Agreement in his claim for ownership of the Seaview Property. I note that Ms Lesmana has raised several challenges regarding the authenticity of the Settlement Agreement, but these have no bearing in the decision on whether Mr Gunawan should be allowed to proceed with OA 979 because, first, these challenges, like Mr Gunawan's case regarding the Settlement Agreement, have not been tested on the merits, and secondly, the sole question before me is whether Mr Gunawan is acting in abuse of process, and I have found that he is not. For these reasons, I found no ground for striking out OA 979 and I therefore dismissed SUM 2843. Although Mr Gunawan was self-represented, I think he should be paid $2,000 (all in) in costs having regard to the fees that he had

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incurred in respect of the papers filed for SUM 2843, which he had succeeded in resisting. For the avoidance of doubt, this sum does not take into account the filing fees which he incurred in respect of affidavits he filed but which were not relevant to the issues to be decided in SUM 2843, such as the further affidavits of Dr Kee and Mdm Lee.

46 In closing, however, I take this opportunity to highlight to Mr Gunawan, who is self-represented, that proceedings such as OA 979, which are commenced by way of an originating application, are suitable where the "material facts are not in dispute" (see O 6 r 1 of the Rules of Court 2021). The material fact on which Mr Gunawan relies in OA 979 is the Settlement Agreement, and Ms Lesmana's submissions in SUM 2843 makes it clear that she intends to contest the Settlement Agreement on the same grounds she had relied on in the previous proceedings, namely, that it is forged and that she denies having entered the Settlement Agreement. It is therefore questionable if an originating application is the appropriate avenue by which Mr Gunawan can obtain the relief which he seeks, even if he indeed has a good case based on the Settlement Agreement. Mr Gunawan should consider seeking legal advice on how best to proceed so that this long-drawn dispute between himself and Ms Lesmana could come to an end.

Perry Peh
Assistant Registrar

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The applicant in-person;
Sophia Ng (Eugene Thurasingam LLP) for the respondent.

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