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

[2026] SGHC 196

Originating Claim No 950 of 2024

Between

Teow Seok Phen

… *Claimant*

And

Chee Wei Jun

… *Defendant*

JUDGMENT

[Contract — Intention to create legal relations]
[Contract — Duress — Illegitimate pressure]
[Contract — Undue influence — Actual]
[Contract — Unconscionability]

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Teow Seok Phen
v
Chee Wei Jun

[2026] SGHC 196

General Division of the High Court — Originating Claim No 950 of 2024
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21–23 April, 14 May, 27 July 2026

24 September 2026 Judgment reserved.

Wong Li Kok, Alex J:

Introduction

1 The parties were in a romantic relationship that turned sour. The claimant ("Claimant"), during her relationship with the defendant ("Defendant"), transferred various sums to him and also allowed him to make payments using her credit cards (together the "Relevant Sums" and detailed further below at [4]). Parties take opposing positions on the circumstances under which the Relevant Sums were transferred to the Defendant. The Claimant insists that the Relevant Sums were loans extended to the Defendant on the expectation of repayment. The Defendant counters that these sums were gifts made out of love and affection, for which there is no obligation to repay.

Facts

The parties

2 The Claimant is a Malaysian citizen and a permanent resident of Singapore.[1] At the relevant time, she worked in Singapore as a finance manager.[2] The Defendant is a Singapore citizen and worked as a tuition teacher and on his own account as a café worker.[3]

3 The parties met through an online dating platform known as "Coffee Meets Bagel" in June 2023. They entered into a romantic relationship shortly after.[4]

Background to the dispute

4 Over the course of their relationship, the Claimant's case is that she gave the Defendant various sums by way of PayNow and in cash, which totalled $268,794.00 (after accounting for the Defendant's partial repayments).[5] The Claimant says that this amount included almost all her savings, cash advances and balance transfers from her credit card.[6] The circumstances under which the sums were transferred are in dispute. In addition, the Claimant also alleges that the Defendant incurred expenses in the amount of $89,945.16 (including interest and bank fees) using the Claimant's credit cards.[7] By December 2023, the

1 Teow Seok Phen's Affidavit of Evidence-In-Chief ("AEIC") dated 23 July 2025 ("TSP-1") at para 4.

2 TSP-1 at para 5.

3 Chee Wei Jun's AEIC dated 23 July 2025 ("CWJ-1") at paras 6 and 8; TSP-1 at p 34.

4 TSP-1 at paras 6–7; CWJ-1 at paras 7–9.

5 TSP-1 at paras 25–26 and Tabs 17–19.

6 TSP-1 at para 25.

7 TSP-1 at para 36.

Claimant had started receiving letters from banks chasing for the payment of outstanding credit card bills.[8] I refer to the $268,794.00 the $89,945.16 which total $358,739.16 as the Relevant Sums.

5 According to the Claimant, the Defendant represented to her that he was a very affluent person, that he had several hundred thousand dollars in his bank account and that his father was the owner of multiple successful companies in Singapore and Malaysia.[9] However, he accidentally clicked on a fraudulent link and as a result, his account was frozen and he had insufficient funds to meet his daily expenses.[10] He therefore requested that the Claimant lend him money which he would repay once the issue with his bank account was resolved.[11]

6 The Defendant, on the other hand, vehemently denies this version of events.[12] He asserts that the Claimant understood his financial difficulties and gifted him the said sums out of love and affection.[13] Additionally, according to the Defendant, he only used the Claimant's credit cards once when he hosted his Taiwanese friends in Singapore.[14]

7 The Defendant has made various repayments to the Claimant from late June 2023 to late February 2024, which totalled $23,241.00 as referenced at [4].[15] He made a further repayment in the sum of $35,000.00 for the use of the

8 TSP-1 at para 39.RRe

9 TSP-1 at para 9.

10 TSP-1 at para 13.

11 TSP-1 at paras 39–40.

12 CWJ-1 at paras 13–19.

13 CWJ-1 at paras 20, 23, 26 and 31.

14 CWJ-1 at paras 33–36.

15 TSP-1 at para 29 and Tab 17.

Claimant's credit cards.[16] The Defendant's position is that these repayments were made out of affection to give back to the Claimant for assisting him financially.[17]

8 Matters came to a head between February and March 2024, when the Claimant revealed to her family that the Defendant had been borrowing money from her.[18] According to the Defendant, that was the turning point in their relationship. After he met the Claimant's family members, they started demanding repayment of the Relevant Sums.[19]

9 The Defendant then signed various acknowledgments of "payments" from the Claimant and the fact that they were to be repaid. These are:

> (a) an agreement dated 6 March 2024, which the Defendant claimed was signed on a "no fault" basis, meaning that the Defendant did not admit to taking any alleged loans or having to make any repayments but still referred to a "minimum payment" being made on the date and "remaining payment" to be "subsequently paid";[20]
>
> (b) an agreement dated 8 April 2024, which the Defendant alleges was signed on 8 and 9 April 2024,[21] which refers to the Defendant having to "repay a debt";

16 TSP-1 at para 38.

17 CWJ-1 at paras 21 and 37.

18 TSP-1 at paras 41 and 47.

19 CWJ-1 at paras 39–50.

20 CWJ-1 at para 51 and p 59.

21 CWJ-1 at para 58 and p 61.

(c) an "Acknowledgement of Debt" ("Acknowledgement") dated 10 June 2024 where he referred to himself as the "debtor" and the Claimant as "creditor" and referred to a "debt" of $323,739.16, which he agreed to repay by 31 July 2024 including all the interest charged by the banks until full payment.[22]

The 6 March 2024 agreements and the Acknowledgement were, the Defendant asserts, tainted by duress, undue influence and/or unconscionability.[23]

10 On 3 December 2024, the Claimant commenced the present action.

The parties' cases

11 The Claimant argues that the Relevant Sums were loans made to the Defendant in reliance on the representation of his creditworthiness and in expectation of repayment once he managed to resolve the issues with his bank account.[24] She relies on contemporaneous evidence to support her claim.[25] In the alternative, she argues that the Acknowledgement, which states in unequivocal terms that the Defendant is indebted to the Claimant in the amount of $323,739.16 (which represents the remaining debt after the Defendant repaid $35,000 from the Relevant Sums), provides an alternative action on account stated.[26] I note briefly that the alternative ground is not canvassed in this judgment as the issue was ultimately determined on the primary ground.

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22 CWJ-1 at paras 65–66 and p 63

23 CWJ-1 at paras 62 and 65.

24 Claimant's Opening Statement dated 12 January 2026 ("COS") at paras 17 and 27.

25 COS at paras 19–21.

26 COS at paras 22 and 29.

12 The Claimant contends that the Acknowledgement was not vitiated by duress, undue influence or unconscionability. There was no evidence beyond the Defendant's bare assertions, that the Claimant and her family members had made threats or exerted any illegitimate pressure on the Defendant.[27] The Defendant was legally represented at the material time when the loans were disbursed by the Claimant, and when the agreements and Acknowledgment were signed.[28] He was the party who had proposed for acknowledgments of debt to be signed on multiple occasions,[29] and he only signed the agreements and the Acknowledgment after securing terms favourable to him.[30] If there was any pressure, such pressure was legitimate and by way of lawful collection of debt.[31] As such, there was no actual undue influence.[32] Further, there was also no presumed undue influence, as a boyfriend-girlfriend relationship does not fall within any of the legally recognised categories which give rise to a presumption of a relationship of trust and confidence, and any trust and confidence between the parties had broken down at the time when the Claimant started to demand debt repayment.[33] Lastly, the Defendant's unconscionability argument should also fail, as the Defendant did not suffer any form of infirmity when the Acknowledgment was signed.[34]

27 COS at paras 33–35.

28 TSP-1 at paras 22, 50,51,75,78 and 82.

29 COS at para 34(d).

30 COS at para 34(e).

31 COS at para 36.

32 COS at para 42.

33 COS at para 43.

34 COS at paras 47–48.

13 In response, the Defendant argues that the transfers of the Relevant Sums from the Claimant were gifts instead of loans.[35] Early in their relationship, the Claimant knew that the Defendant worked as a tuition teacher at a minimum hourly rate of $25 and was also aware of his financial difficulties latest by July or August 2023.[36] The Defendant also disputes the Claimant's calculation of $323,739.16 which the Claimant says is owed.[37] In relation to expenses from the Claimant's credit cards, the Defendant takes the position that he did not spend more than $12,000. Any sum spent beyond that was with the Claimant's authorisation.[38]

14 The Defendant contends that the 6 March 2024 agreement and the Acknowledgment should be vitiated on the grounds of duress, undue influence and/or unconscionability.[39] With regards to duress, the Defendant argues that the Claimant was effectively holding their relationship hostage and roped in her family members to harass him.[40] The pressure she exerted on the Defendant resulted in psychological harm that can be corroborated by a letter from a counselling psychologist, Ms Sylvia Tan ("Ms Tan"), the fact that he was admitted into the Institute of Mental Health,[41] as well as the increasingly onerous terms which he was "forced to agree to" under the subsequent agreements.[42] With regard to undue influence, the Defendant asserts that he was

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35 Defendant's Opening Statement dated 13 January 2026 ("DOS") at para 19.

36 DOS at paras 20–21.

37 DOS at para 24.

38 DOS at para 26.

39 DOS at para 28; CWJ-1 at paras 62 and 65.

40 DOS at para 30.

41 DOS at para 31.

42 DOS at para 32.

habitually deferential to the Claimant in their relationship, and the Claimant leveraged this to her advantage.[43] Finally, the Defendant argues that the Claimant her family took advantage of his emotional infirmity and his frightened state as a result from their insults and threats, to procure the signing of the agreements and the Acknowledgement and this was unconscionable.[44]

Issues to be determined

15 In light of the parties' arguments as set out above, the issues before this court are:

(a) whether the Relevant Sums are loans or gifts;

(b) if the Relevant Sums are loans, how much of the loans remain unpaid by the Defendant;

(c) whether the 6 March 2024 agreement and the Acknowledgement were procured by duress, undue influence or unconscionability, and are hence voidable; and

(d) whether the Acknowledgement constitutes an account stated and therefore affords the Claimant an alternative cause of action.

Are the Relevant Sums gifts or loans?

Applicable law

16 In order for the Relevant Sums to be considered gifts, there must be an intention to gift and delivery of the intended gift. The donor's subjective

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43 DOS at paras 33–35.

44 DOS at paras 36–37.

intention assessed at the time of transfer is relevant (*Toh Eng Tiah v Jiang Angelina* [2021] 1 SLR 1176 ("*Angelina Jiang*") at [52]). Where money is transferred, delivery is typically satisfied by the act of transfer itself. The burden of proving the transfer was intended as a gift lies on the party asserting it.

17 A loan, as a type of contract, would require an intention to create legal relations (*Gay Choon Ing v Loh Sze Ti Terence Peter* [2009] 2 SLR(R) 332 ("*Gay Choon Ing*") at [71]). It was further observed in *Gay Choon Ing* at [72] that whether there is an intention to create legal relations is a heavily fact-dependent exercise. Unlike in commercial transactions, in social and domestic arrangements, there is a presumption that there is no intention to create legal relations. This presumption may nonetheless be rebutted by sufficiently cogent evidence, such as the existence of written documentation, discussions about repayment terms, or conduct consistent with a debtor-creditor relationship.

18 The relationship between the parties is a relevant consideration in this analysis. Where the transfer is made in the context of a romantic relationship, the arrangement is more naturally characterised as social or domestic in nature, reinforcing the presumption against an intention to create legal relations. However, this does not mean that arrangements made in the domestic or social context are never capable of constituting legally binding obligations. As the Court of Appeal observed *in Ong Wui Teck v Ong Wui Swoon* [2019] SGCA 61 at [46], the presumption merely puts the burden of proof on the party seeking to enforce the agreement to prove that the parties did in fact intend for their arrangement to have legal consequences. In such cases, the courts will look carefully at the totality of the evidence, including the parties' conduct before, during, and after the transfer, to determine the true nature of the transaction.

19 It has also been observed that the label which the parties themselves attach to a transaction is not determinative. What matters is the objective evidence of the parties' intentions at the time of the transfer, assessed in light of all the surrounding circumstances (*Gay Choon Ing* at [72]). A court will be slow to characterise a transfer as a loan where there is no evidence of any agreed repayment obligation, whether as to quantum, timeline, or mechanism.

The Relevant Sums were loans

20 In the present case, even though the relationship between the parties was not a commercial one, the factual circumstances clearly lead to the conclusion that the Relevant Sums were loans and not gifts. Crucially, and as I will go on to explain, the Defendant concedes on numerous occasions in his written exchanges with the Claimant that the Relevant Sums would be repaid.

21 Whilst the Defendant attempts to argue otherwise, and as I will also go on to explain, he was not a credible witness. He was evasive and always seemed to have an explanation of why things were said or done, even if those explanations defied objective observation. One exchange summed up the Defendant's approach to the Relevant Sums. When asked in cross-examination to confirm if the Relevant Sums were gifts or loans, the Defendant answered that it was a "grey area" and the parties never talked about it.[45] In my judgment, the Defendant wanted to stay in this grey area of deniability because it allowed him to evade his obligations when it suited him.

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[45] Notes of Evidence ("NE") dated 23 April 2026 at p 41, lines 10–16.

The Defendant projected himself as someone he was not

22 I start with the parties' arguments on the so-called "representations" made by the Defendant of his wealth and means. Much was made during the trial of whether such representations were made by the Defendant. The parties agreed during oral closing submissions that this was no more than a part of the factual matrix in determining whether the Relevant Sums were gifts or loans.[46]

23 In my judgment, it was therefore not strictly necessary to establish whether these representations were made in order to determine whether the Relevant Sums were loans or gifts. However, for the sake of completeness, I find that the Defendant had made at least some of these statements which were sufficient to support the Claimant's case that the Relevant Sums were loans.

24 The Defendant argued that the instances raised by the Claimant on his supposed claims of wealth were, on closer examination, unfounded.[47] Even if I agree with this submission when looking at each of these instances on their own, the examination of the evidence presented to the court as a whole demonstrates a pattern of conduct that was aimed at impressing the Claimant and projecting the Defendant as someone who he was not.

25 Much was made of the question of whether the Defendant did indeed tell the Claimant that he was a commercial airline pilot. The Defendant was adamant that he did not and clarified under cross-examination that he only had a student pilot licence.[48] When the parties first met, the Defendant had told the Claimant

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[46] NE dated 27 July 2026 at pp 12 and 15.

[47] Defendant's Closing Submissions dated 2 July 2026 ("DCS") at paras 6–13.

[48] NE dated 23 April 2026 at p 6 at lines 2–7.

that he was "in aviation".[49] Under cross-examination, the Defendant was presented with his tutor profile from his tuition agency where the Defendant introduced himself as "a certified airline pilot".[50] The Defendant was not able to provide a coherent answer to this. He vacillated between claims that he did not post the self-introduction and having no recollection of the profile.[51] That being the case, on balance, I find that the Defendant did tell the Claimant that he was an airline pilot.

26 The Defendant also took pains to stress that his references to himself as a VIP at certain hotels and establishments were innocuous – citing, among other things, that "for Haidilao … Everyone is a VIP"[52] – but he struggled to deny that he made those references as it was plain from the messages exchanged between the parties that he did.[53] Crucially, what the Defendant does not explain is why he made these statements of his supposed elevated status if not to impress the Claimant.

27 In my judgment, the Defendant had made numerous statements to the Claimant with the intent to impress her and to present himself as an individual of higher importance than what he perceived his status as a tuition teacher and café worker. The Claimant's evidence, which I accept, is that she was taken in by the Defendant's efforts in this regard and, at least partly, this motivated her to lend him money.

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49 Agreed Bundle of Documents ("ABD") Vol III at p 4.

50 ABD Vol I at p 10.

51 NE dated 23 April 2026 at p 18 at lines 4–31.

52 NE dated 23 April 2026 at p 32 at lines 7–8.

53 DCS at para 11.

28 In this regard, the Claimant's evidence was that she also started lending the Defendant money because of the alleged issue with the Defendant's bank account.[54] The Defendant's case is that he was facing issues with his OCBC bank account which had been closed and he shared this trouble with the Claimant.[55] However, the Defendant's evidence on this issue is inconsistent if not contradictory. In his Affidavit of Evidence-in-Chief ("AEIC"), he states that he did not inform the Claimant that he had clicked on a fraudulent link (which resulted in the purported bank account issues).[56] However, the Defendant struggled to answer when confronted in cross-examination with his contradictory statement to the Claimant in their WhatsApp exchange, where the Defendant said "I think I press some link accidentally, My Bank account had deductions not done by me".[57] He appeared to question the nature of the link on which he pressed, then noted that he was scammed and concluded by saying that he had made a "report to MAS" seemingly referring to the Monetary Authority of Singapore ("MAS").[58] However, when then asked to show the report that was made to the MAS, this could not be produced.[59] The Claimant's evidence which she also maintained consistently under cross-examination, which I accept, is that the Defendant stated he would pay her back once the issues with his bank account were resolved.[60]

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54 TSP-1 at para 13.

55 CWJ-1 at para 17.

56 CWJ-1 at para 17.

57 ABD Vol III at p 5.

58 NE dated 23 April 2026 at p 50, line 17 to p 51, line 6.

59 NE dated 23 April 2026 at p 51, lines 7–25.

60 TSP-1 at para 16; NE dated 21 April 2026 at p 38, lines 13–14; p 43, line 29; and p 44, line 13.

The Defendant conceded that the Relevant Sums were loans

29 Turning to the WhatsApp exchanges between the parties on the Relevant Sums, whilst the Defendant was intent on residing in the grey area of deniability (above at [21]), he had on numerous occasions conceded that the Relevant Sums were loans and would be repaid.

30 This started from the beginning of the relationship.

(a) On 28 June 2023, the Defendant's WhatsApp message to the Claimant referring to the initial $2,000 the Claimant had provided to the Defendant ("28 June Message") stated that "Only Monday night dear than I can put it back to you".[61]

(b) On 2 July 2023, as the amounts provided by the Claimant to the Defendant increased, he further promised repayment, saying in his WhatsApp exchange "3.4 total yeah baby? Tomorrow 8 or 9 I send to you".[62]

(c) By 11 July 2023, the amounts sent to the Claimant had increased and the promises to repay continued – "… your money still same by Friday put inside for you. 14 you give me I give u 15 total …"[63] ("11 July Message").

31 The commitments to repay continued as the amounts borrowed increased deeper into the relationship.

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61 ABD Vol III at p 6.

62 ABD Vol III at p 12.

63 ABD Vol III at p 16.

(a) In a WhatsApp exchange on 6 August 2023, the Defendant conceded that he was "touched and embarrassed" on the help the Claimant had been giving him and promised to "fully repay you for every help you have given me".[64]

(b) As the relationship moved into the new year, on 7 January 2024, the Defendant declared to the Claimant "I can pay you back every penny"[65] ("7 January Message").

32 When confronted with these messages in cross-examination, the Defendant's answers did not convince me. For example, with respect to the 28 June Message and the initial $2,000, the Defendant noted that when he said he would pay it back, he meant that he would pay the Claimant back in kind, like taking her out for meals.[66] However, this position was not stated in his AEIC. It is also inconsistent with the exact words used by the Defendant in the 28 June Message – "I can put it back to you". Later in the series of questions asked by the Claimant's counsel, the Defendant conceded that he voluntarily paid back $700 of the $2,000 that was owed – the payment in kind argument now seemingly having fallen away.[67]

33 With respect to the 11 July Message, under cross-examination, the Defendant refused to even take a position on what the number "14" meant when asked if it referred to $14,000. The Defendant insisted that he did not remember.[68] In my judgment, it could not have referred to anything other than

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64 ABD Vol III at p 31.

65 ABD Vol III at p 115.

66 NE dated 23 April 2026 at p 61, lines 6–13.

67 NE dated 23 April 2026 at p 63, line 7 and p 66, lines 13–18.

68 NE dated 23 April 2026 at p 73, lines 7–28.

money in the amount of $14,000 and the Defendant was being evasive in refusing to adopt a position.

34 When asked in cross-examination on the 7 January Message (above at [31(b)]), the Defendant was again evasive and would not take a position on whether the "200+" in that message where he claimed to want to repay "every penny" referred to money. He gave four different answers, stating firstly that he disagreed that it referred to money, secondly that he was uncomfortable answering that question, thirdly that he could not remember what the "200+" referred to, and finally that it did refer to money but not in the thousands.[69] In my judgment, the Defendant was again being evasive in refusing to give an answer where the answer was plainly that the "200+" referred to money in an amount in excess of $200,000.

The Defendant's use of the Claimant's credit cards were also loans

35 Turning to the Defendant's use of the Claimant's credit cards, the Defendant stated in his AEIC that he had only used the Claimant's credit cards for one single event when his Taiwanese friends were visiting on 28 to 30 September 2023.[70] However, his concessions which I allude to below (at [37] and [38]) clearly contradict this.

36 When questioned under cross-examination on the use of the Claimant's credit cards, the Defendant's answers were again evasive. He claimed he had "no recollection" of other spending.[71] This then changed to there having been

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[69] NE dated 23 April 2026 at p 99, lines 25–30; p 100, lines 1–23; and p 101, lines 11–26.

[70] CWJ-1 at para 33.

[71] NE dated 23 April 2026 at p 118, lines 1–4.

spending on the Claimant's credit cards in the two weeks before and after his Taiwanese friends' trip – "most of the transactions are around there".[72] The Defendant's position that he had used the Claimant's credit cards only once is clearly untenable as he had clearly been using them as if they were his own credit cards.

37 The Defendant even conceded to such usage. In a WhatsApp exchange between the parties on 22 September 2023, the Defendant asked for the Claimant's credit card details before promising that "whatever I spend I ask u first and pay u back so u can pay the bill"[73] and "whatever it is I would pay for ur credit card".[74]

38 The Defendant's promises to pay extended into October 2023.

(a) On 20 October 2023, the Defendant stated in a WhatsApp message "Even after money come in I use your card I would also pay dear … I feel bad I am late and he still lend me money I feel so bad".[75]

(b) On 21 October 2023, the Defendant confirmed with the Claimant that "Your credit card. All. I can clear tomorrow."[76]

39 I should also note at this point the Defendant's additional arguments to support his contention that the amounts spent on the Claimant's credit cards were gifts. The Defendant's principal argument in this regard is that there is no

72 NE dated 23 April 2026 at p 120, lines 26–30.

73 ABD Vol III at p 41.

74 ABD Vol III at p 44.

75 ABD Vol III at p 60.

76 ABD Vol III at p 62.

logic in the proposition that the Defendant would pay for all their dates and joint expenses incurred by the parties using the Claimant's credit cards.[77] Put another way, the Defendant's position is that there is no reason why the Defendant would be borrowing money from the Claimant to pay for her own meals and expenses. The Claimant was steadfast in her position that the arrangement with the Defendant was that he would pay for whatever expenses were incurred by him on her credit cards. This was her position in her AEIC.[78] She also resolutely and consistently held this position under cross-examination.[79]

40 Having considered the evidence and the arguments on the amounts spent by the Defendant on the Claimant's credit cards, I accept the Claimant's position that the Defendant had agreed to pay back whatever sums he spent on the Claimant's credit cards as they were loans to him. Her expectation was that the Defendant had the resources and that she would be repaid once the issues with his bank account were resolved (above at [27] and [28]).

There was an intention to create legal relations

41 The Defendant also made the argument that there was no intention between the parties to create legal relations because there was no indication of when the Claimant expected repayment of the Relevant Sums from the Defendant.[80] I disagree.

42 The Claimant had clearly indicated her intention to be repaid. In the course of the exchange that culminated in the 28 June Message, the Claimant

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77 DCS at paras 35–36.

78 TSP-1 at paras 31–34.

79 NE dated 21 April 2026 at p 55, lines 19–26; p 56, lines 22–31; and p 80, lines 20–24.

80 DCS at paras 25 and 30.

responded when being asked for the account details for repayment "no rush ya, wait your thing settle, not need worry".[81] Likewise, in response to the 11 July Message and the Defendant's offer to pay more than the amount owed, the Claimant said "Dear not need give me extra".[82] The Claimant was clearly expecting to be repaid and there was no indication from the Claimant that the moneys provided to the Defendant were meant to be gifts.

43 I also accept the Claimant's evidence that repayment was discussed in her regular meetings with the Defendant.[83] This is supported by the fact that the Defendant on his own case also admits to having kept a record of the amounts borrowed and evinced a clear intention to repay (above at [30] and below at [52]). The Claimant kept a record of the amounts lent to the Defendant as evidenced by the attachment to her WhatsApp message of 3 March 2024.[84] If the Relevant Sums were given to the Defendant as gifts, there would be no need for the Claimant to keep such a detailed record. I also accept the Claimant's evidence that she was careful with her money (when lending to friends),[85] and thus also her explanation that there was no reason for her to gift the Relevant Sums to the Defendant as well as incur substantial debt with no prospect of being repaid.[86]

44 In my judgment, there is a clear intention between the parties to create legal relations in that the Claimant was lending money to the Defendant on the

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81 ABD Vol III at p 6.

82 ABD Vol III at p 16.

83 NE dated 21 April 2026 at p 105, lines 1–3.

84 ABD Vol III at pp 147–150.

85 NE dated 21 April 2026 at p 31, lines 29–32 and p 32, lines 1–24.

86 NE dated 21 April 2026 at p 84, lines 25–31.

promise that she would be repaid. The Defendant also clearly had an intention to repay. I accept the Claimant's case that the Relevant Sums were extended as loans and there was no intention to gift. The Defendant's efforts at deflecting and explaining away what were quite plainly loans that were supposed to be repaid were unconvincing and, at times, incredible. Even though the parties were not in a commercial relationship, the factual circumstances arising out of their financial interactions are clear. Any money extended by the Claimant to the Defendant (whether as PayNow transfers, cash or credit card use) were intended as loans that would be repaid. With this clear intention between the parties, it is unnecessary (in the context of the current case) to demonstrate, on every occasion that sums were lent, that there were express words to lend and intent to repay.

45 Finally, the Claimant also seeks to rely on the agreements and the Acknowledgment as further evidence that the Relevant Sums are loans and not gifts. To the extent that they are relied on for that purpose, I agree that they support the Claimant's position albeit it is (and as I have concluded above) clear to me that the Relevant Sums are loans, even without this further evidence. The other relevance of the agreements and the Acknowledgement for the purposes of the present case is whether they assist in determining the amount of the debt and if the Defendant has defences against the Claimant relying on them as evidence of the debt and this is addressed below (starting at [58]).

46 For the sake of completeness, I briefly address the Defendant's reliance on *Angelina Jiang* at [55] to argue that the various acknowledgments of debt including the Acknowledgement does not turn what were previously gifts into

loans.[87] However, as I have concluded that the Relevant Sums were loans and not gifts to begin with, this argument does not need to be taken any further.

47 I also found the Defendant's reliance on this court's findings in *Mak-Levrion Kah Kay Natasha v R Shiamala* [2024] 4 SLR 616 ("*Mak-Levrion*") at [28]–[33] to be misplaced. The Defendant sought to rely on *Mak-Levrion* for the proposition that the acknowledgements of debt should not be accepted where they are inconsistent with the records of the loan referred to therein.[88] That finding in *Mak-Levrion* was however made in the context of whether a *prima facie* case had been established in an application for summary judgment and not, as in the present case, whether the acknowledgements are considered an admission by the Defendant of the debt after a full trial of the action.

The amount of the outstanding debt

48 Next, I turn to the quantum of the Relevant Sums. The quantum of the Relevant Sums, which I have concluded is a debt to be repaid by the Defendant to the Claimant can be divided into two distinct categories.

(a) The first comprises the amount lent to the Defendant through bank transfers including PayNow transfers ("Bank Transfers"). This also includes an amount given in cash to the Defendant ("Cash Amounts") which the Defendant disputes.

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87 DCS at para 45.

88 DCS at para 48.

(b) The second is the amount spent by the Defendant on the Claimant's credit cards which includes, according to the Claimant, interest and bank fees charged ("CC Spend").

I deal with each in turn.

The Bank Transfers and Cash Amounts

49 The Bank Transfers amount $268,794. This is documented in the Claimant's bank statements,[89] and separately summarised by the Claimant.[90] Whilst the documents appear to support the Claimant's calculations, her evidence and pleaded case is that the $268,794 is made up of $208,444 in PayNow or cash transfers from her savings, $19,750 in cash advances or withdrawals from her credit cards and $40,600 in bank balance transfers from her credit cards.[91]

50 The Defendant challenges these sums as pleaded by the Claimant on the basis of an apparent inconsistency between the cash advances or withdrawals from her credit card. The sum of $19,750 in particular is challenged on the basis that this sum did not tally with the Claimant's summary table, that the Claimant failed to particularise each instance of cash withdrawal and that the Claimant had taken inconsistent positions on whether the cash was withdrawn or came from bonuses received.[92] In light of the documentary evidence contained in the Claimant's bank statements, I accept that the total amount of $268,794 was

89 Claimant's Core Bundle dated 12 January 2026 ("CCB") Vol I at pp 104–168 and CCB Vol II at pp 338–383.

90 CCB Vol I at pp 20–26.

91 TSP-1 at para 25 and Statement of Claim (Amendment 1) dated 12 January 2026 ("SOC(A1)") at para 8.

92 DCS at para 20.

transferred to the Defendant. In my judgment, the divergence in the form of the transfer can be accounted for by the Claimant having drawn on the sums of $19,750 and $40,600 from her credit cards to her bank accounts and then subsequently transferred to the Defendant by PayNow. This is supported by the reference in the bank statements to cash deposits made to the bank accounts in question and then subsequently transferred to the Defendant. For example, cash of $4,100 was deposited into the Claimant's UOB account and then subsequently transferred by PayNow to the Defendant on the same day.[93]

51 In my judgment, the supposed contradiction raised by the Defendant in the Claimant's evidence is explained by the Defendant's challenge on the Cash Amounts which form a subset of the PayNow or cash transfers.[94] The Claimant's position is that out of the $208,444 in PayNow or cash transfers, the Cash Amounts totalled $14,720 and summarised these amounts in her evidence.[95] The Defendant argues that the Claimant failed to particularise the cash withdrawals made to support the amounts supposedly given to the Defendant in cash. It was thus implausible that the Claimant would be passing cash of this amount to the Defendant.

52 On balance, I accept the Claimant's evidence that she would pass cash on hand to the Defendant whether that was from her bonus payments or otherwise.[96] The Defendant had not denied he received the Cash Amounts in his AEIC. The Defendant relies on his wider argument that any amounts passed to him from the Claimant were gifts and this has been rejected above at [44].

93 CCB Vol I at p 113.

94 DCS at para 20(c).

95 CCB Vol I at p 20.

96 NE dated 21 April 2026 at p 88, line 12 to p 89, line 27.

Further, although the Defendant claimed he had kept a record of the amounts he had borrowed from the Claimant,[97] this alleged record was never in evidence in the proceedings. In the absence of a counterfactual position from the Defendant on the amounts borrowed from the Claimant, I accept the Claimant's evidence on the Cash Amounts.

The Credit Card Spend

53 With respect to the CC Spend, the Claimant says that the amount owed is $89,945.16 including interest and fees.[98] The Claimant concedes that there is a minor discrepancy (which should be ignored) in the amount in question as of 3 March 2024 ($83,276.41 which was pleaded by the Claimant as against $84,245.24 which is supported by documentary evidence) plus interest of $4,045.99 (from June to November 2024 on the unpaid credit card bills).[99] The Defendant argues that he should not be liable for the credit card bills because the CC Spend comprised gifts and not loans. This has already been rejected above at [40] so the only issue for determination with respect to the CC Spend is the quantum of the CC Spend for which the Defendant should be liable, including whether he should also be liable for interest and fees.

54 The Defendant argues that he should not be liable for interest and fees incurred on the Claimant's credit cards because the Claimant failed to mitigate her loss. An aggrieved party must take all reasonable steps to mitigate the loss arising from a defaulting party's breach and cannot recover damages for any loss which it could have avoided but failed to avoid as a result of his or her own unreasonable action or inaction. The burden of proving a failure to mitigation

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97 ABD Vol III at pp 19, 38, 44 and 147; and NE dated 22 April 2026 at p 16, line 11.

98 SOC(A1) at para 10.

99 CCS at para 66.

falls on the defaulting party and it is a burden that is not easily discharged (*The "Asia Star"* [2010] 2 SLR 1154 at [24]).

55 In my judgment, the Defendant has failed to discharge his burden of demonstrating that the Claimant acted unreasonably in failing to avoid her loss in the form of interest and fees levied on her credit cards. The Defendant was well aware of the fact that the Claimant was exhausting her credit limits to fund the amounts being lent to him such that there were discussions on just paying the minimum sums.[100] Given that the Claimant had already exhausted her cash savings, the Defendant did not demonstrate what else the Claimant could reasonably have done to avoid the fees and interest payments such as what other funds she could draw on to reduce the amounts owed. On the point that the Claimant should have stopped the Defendant's spending sooner, this is putting the cart before the horse as it was well within the Defendant's control to put a pause on his spending habits. In any event, the Claimant was under the wrong assumption that she would be paid back once the issues with the Defendant's account was resolved (above at [28]).

56 Whilst there is a temptation to ignore the apparent trivial discrepancy in the CC Spend (above at [53]), in the absence of an explanation for the discrepancy, I decline to do so. I therefore conclude that the amount of the CC Spend should be the sum of $83,276.41 and $4,045.99 amounting to $87,322.40.

57 In summary, the amount of the debt owed by the Defendant to the Claimant is the sum of $268,794 (Bank Transfers including Cash Amounts) and

100 ABD Vol III at pp 92 and 94.

$87,322.40 (CC Spend) less the $35,000 repaid by the Defendant in March 2024. This brings the total debt to $321,116.40.

Duress, Undue Influence and unconscionability

58 As my findings that the Relevant Sums are loans and not gifts and should be repaid suffice for this claim to succeed, I do not need to address the issue of whether the Acknowledgement constitute a mere account stated. For the sake of completeness, I set out my brief findings on the Defendant's arguments on duress, undue influence and unconscionability.

Duress, undue influence and/or unconscionability do not apply to vitiate the acknowledgement

Applicable law

59 The court in *Oon Swee Gek v Violet Oon Inc Pte Ltd* [2024] 6 SLR 313 ("*Violet Oon*") summarised the law on economic duress at [60]:

> I would accordingly summarise the principles of law on economic duress as follows. The burden lies on the party seeking to rely on it to establish the following.
>
> (a) The other party had exerted pressure directed at compulsion of their will.
>
> (b) Such pressure was illegitimate, which entails an objective evaluation of the pressure exerted and the overall circumstances. Mere commercial pressure is insufficient but it is not necessary that the pressure involve unlawful means.
>
> (c) But for the illegitimate pressure, they would not have agreed at all or on those terms.

60 Not all pressure amounts to duress. Commercial pressure, for instance, does not suffice. In assessing whether pressure is illegitimate, the court considers factors including whether the act or threat was unlawful, whether the demand was made in good faith, whether the party alleging duress had any

reasonable alternative, and whether the party alleging duress protested at the time (*E C Investment Holding Pte Ltd v Ridout Residence Pte Ltd* [2011] 2 SLR 232 ("*E C Investment Holdings*") at [52]). A contract is voidable if it is procured by duress (*Pao On v Lau Yiu Long* [1980] AC 614 at 635-636, cited in *E C Investment* at [44]).

61 The Defendant relies on *Violet Oon* to support his case on duress and also quotes *Violet Oon* at [53] for the proposition that where a demand is not made in good faith and there is an unconscionable threat in the circumstances then this would constitute illegitimate pressure.[101]

62 In my judgment, this is not what is stated in *Violet Oon* at [53]. Instead, this court was making reference to Quentin Loh J's (as he then was) decision in *E C Investment Holding* which discussed the doctrine of unconscionability and which, at that time, was not accepted in Singapore law as a separate ground for vitiating a contract: *E C Investment Holding* at [48] and [49]. As I note below at [65], unconscionability as a doctrine is now separately recognised in Singapore, albeit in its narrow conception.

63 On undue influence, the Defendant argues that the Acknowledgment should be vitiated on the basis that he was under actual undue influence or "Class 1" undue influence.[102]

64 In *BOM v BOK* [2019] 1 SLR 349 ("*BOM v BOK*"), the Court of Appeal noted (at [101(a)]) that in order to show "Class 1" or actual undue influence, a party claiming undue influence must demonstrate that: (a) the exerting party had

101 DCS at para 51.

102 DCS at paras 49, 52 and 54.

the capacity to influence the claimant, (b) influence was in fact exercised, (c) the exercise of that influence was undue, and (d) the exercise of that influence brought about the transaction in question. It was also noted at [106] that "bullying or importunity" could impair a person's free will and was sufficient to constitute undue influence. However, the burden of proving actual undue influence lies squarely on the claiming party, and mere proof of influence is insufficient, instead it must be shown that the influence was exercised in a manner that overbore the claiming party's free will: at [101]–[103]. A contract procured by undue influence would be vitiated by law: at [107].

65 Finally, the Defendant also invokes the doctrine of unconscionability as summarised in *BOM v BOK* at [142].[103] The Court of Appeal in *BOM v BOK* stated that the successful invocation of this doctrine requires the party claiming unconscionability to demonstrate the infirmity he was suffering which the exerting party exploited in procuring the transaction in question. If the party claiming unconscionability can so demonstrate, the burden then shifts to the exerting party to show that the transaction was fair, just and equitable. Factors such as whether the transaction was at an undervalue or whether independent advice was obtained are relevant to but not definitive to the assessment. Similarly, a contract may be set aside if found to have been tainted by unconscionability.

The Defendant has not demonstrated any duress, undue influence or unconscionability

66 The Defendants case is that, whilst he did sign the Acknowledgment, he was induced to do so as a result of duress, undue influence and/or unconscionability and thus relies on these defences to set aside the

103 DCS at para 53.

Acknowledgement.[104] As noted above at [59]–[65], although the tests to establish duress, undue influence and unconscionability differ, the Defendant relies on the same factual matrix in his pleadings to particularise these defences.[105]

67 The Defendant devotes the vast majority of the relevant particulars in his defence to the allegation that the Claimant's brother had connections to the underworld in Penang, Malaysia, and had disrespected the Defendant and repeatedly threatened to hurt the Defendant.[106] However, these allegations emerged as fabrications as the Defendant himself conceded in cross-examination that no direct threats against the Defendant were ever made by the Claimant's brother and in any event, the Claimant's brother was not confronted with these allegations under cross-examination..[107]

68 The Defendant then sought to rely, in closing submissions, on the fact that the Claimant was seeking to hold the relationship between them hostage as a basis for his position that he was affected by duress, undue influence and unconscionability.[108] Put another way, the Defendant alleges that the Claimant declined to meet with him and did not want to continue with the relationship. However, I agree that this position was not pleaded and particularised in his defence and the Defendant should not be entitled to rely on this fact as a basis for his position that he was affected by duress, undue influence and unconscionability.

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104 Defence (Amendment No. 1) dated 13 January 2026 ("D(A1)") at para 28.

105 D(A1) at para 28.

106 D(A1) at para 28.

107 NE dated 14 May 2026 at p 43, lines 4–18.

108 DCS at para 54(a).

69 The Defendant also put in evidence, a letter from a counselling psychologist, Ms Tan stating that he was suffering from symptoms of post-traumatic stress disorder and major depressive disorder,[109] to demonstrate that he was suffering from an infirmity. However, Ms Tan was not called to give evidence and the Claimant thus had no opportunity to cross-examine her on this letter. That being the case, I agree with the Claimant that no evidential weight should be attributed to this letter.[110]

70 Finally, the Defendant alleged that he was pressured and rushed into signing the Acknowledgement,[111] and that this amounted to illegitimate pressure. The Claimant points to evidence that the Defendant always had access to legal advice and indeed engaged that legal advice when signing the acknowledgements as a clear indication that the Defendant was under no pressure, let alone illegitimate pressure.[112] In the Defendant's communication with the Claimant and her family, he states:

> "if 3rd sister wants to use your own lawyers to prepare the deed, I also need to wait for my lawyer
>
> to come back on the 2nd September to have a look so I appreciate that the deed would be done on my side and your lawyers can check. Thank you My lawyer has made it clear that 2nd sept isn't a very long wait and it's reasonable and he would meet me immediately when he is back."[113]
>
> …
>
> "Regarding the deed, when my lawyer reach back Singapore on the 2nd sept- i would be speaking to him and on the 3rd Tuesday I would give you an answer before 9pm. With the one day till Tuesday , I would update you clearly on how the deed is

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109 ABD Vol IV at p 226.

110 CCS at para 92.

111 DCS at para 54(b).

112 ABD Vol IV at pp 188–189 and 199.

113 ABD Vol IV at p 189.

> done. The deed is a legal document it is to protect both parties. It's better than a IOU as mentioned .4th sis, you can google " legal deed" you can understand I am not lying or bluffing you- a deed is better than a IOU. As I told you few days ago I can only see my lawyer on the 2nd so I would give u a full answer on the 3rd."[114]

71 When confronted with this under cross-examination, the Defendant even agreed that he had access to counsel when considering certain acknowledgements to the Claimant[115] and, specifically, that he had ample time to consider the Acknowledgement.[116]

72 In light of the above, I do not find that the Defendant was suffering from an infirmity such that he is entitled to the defence of unconscionability. I do not find that any undue influence was exerted on the Defendant, whether in the form of bullying or other importunity, such that he is entitled to the defence of undue influence. I also do not find, on an objective evaluation of the evidence, that the Defendant was subject to any illegitimate pressure such that he is entitled to the defence of duress.

114 ABD Vol IV at p 190.

115 NE dated 14 May 2026 at p 56, lines 2–25.

116 NE dated 14 May 2026 at p 58, lines 15–22.

Conclusion

73 In conclusion, the Relevant Sums were advanced by the Claimant as loans and ought to be repaid. The amount that is outstanding and due to the Claimant is $321,116.40.

74 I will hear the parties on costs and interest.

Wong Li Kok, Alex
Judge of the High Court

Tan Hiang Teck Simon and Wong Bao Liang Nikolas (Attorneys Inc. LLC) for the claimant;
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