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DEPUTY REGISTRAR
MARK LIM
7 September 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 106

MC/OC 12138/2025

Between

JAMES JONATHAN

… *Claimant*

And

ADEL NG

… *Defendant*

JUDGMENT

[Civil Procedure] – [Costs] – [Indemnity costs]
[Civil Procedure] – [Disclosure of documents] – [Simplified process] – [O.65 r.2(4)]

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James Jonathan
v
Adel Ng
[2026] SGMC 106

Magistrate's Court Originating Claim No 12138 of 2025
Deputy Registrar Mark Lim
5, 16,19 June, 3 July, 21 August 2026

7 September 2026

Deputy Registrar Mark Lim:

1 This judgment primarily sets out and explains the costs orders made at the conclusion of MC/OC 12138/2025 ("**OC 12138**"), and also secondarily provides fuller grounds for the decision made on 5 June 2026 to allow the Claimant's request for permission to file a supplementary list of documents under Order 65 Rule 2(4) of the Rules of Court 2021 ("**ROC 2021**"). As will be made clear in this judgment, the Court disapproves of the Defendant's conduct, and reminds all parties appearing before the Courts that a failure to act reasonably and in accordance with the Ideals of ROC 2021 can result in serious consequences including but not limited to significant cost orders.

Facts

The parties

2 The Claimant and the Defendant are individuals who were formerly married. Their divorce was finalised in 2021.

Background to the dispute

3 On or around 7 December 2025, the Claimant mistakenly transferred S$6,650.00 to the Defendant (hereafter referred to as "**the Funds**"). The Claimant avers that he had intended to transfer the Funds to "Wise" (an online financial technology company), but had instead mistakenly transferred the money to the Defendant whom he had saved as "Wife".

4 The Claimant subsequently repeatedly attempted to inform the Defendant of the mistaken transfer and to request for the Funds to be returned. These attempts included sending at least 10 emails to the Defendant from 7-15 December 2025. There being no response, the Claimant subsequently issued, through his solicitors, a letter of demand on 17 December 2025.

5 The Defendant claims that she was concerned that she was a victim of a possible scam, and instructed her solicitors to issue a letter dated 25 December 2025 requesting that the Claimant provide what was clearly an excessive amount of information including the identity number and "*an identity page of a nationally-issued identity document",* the *source* of the Claimant's funds, the reasons for the "error", and the reasons for the urgency in returning the Funds. The Defendant also requested that the Claimant indemnify and hold her harmless against "*any and all liabilities and expenses howsoever arising from your demands for a transfer of funds from her"*. The Defendant also left it to the Claimant whether the information be provided by way of a statutory declaration or equivalent.

6 Just one day after making the aforementioned request for information, on 26 December 2025, the Defendant saw it fit to deposit the Funds with the police. In her police report, she states that "*I wish to return this money under cover of this police report, so as to avoid any misunderstanding or involvement*

with funds questionable source or bad actors (eg, scammers and money launderers), etc.”. In an affidavit filed on 21 May 2026, the Defendant explained that she “*formed the view that the Singapore Police Force (SPF) were the proper authority to determine the legitimacy of the claim [she] was confronted with at that time*”.

7 On the same day (26 December 2025), the Defendant’s solicitors sent a further email to the Claimant’s solicitors stating that they “*are instructed that [the Defendant] has since deposited the funds in question with the Singapore Police Force”*.

Procedural history

8 The Claimant commenced OC 12138 on 30 December 2025 seeking *inter alia* damages of $6,650.

9 The Defendant filed her Defence on 27 February 2026. In the Defence, the Defendant averred that she was a “*passive recipient of $6,650 of unknown and unverifiable source*”, and that she “*perceived a real possibility that she was receiving impersonation scam communications”*. She denied that the Claimant had erroneously sent the Funds to her, and put the Claimant to strict proof thereof.

10 Both parties then filed applications to strike out the other party’s pleadings.

(a) The Claimant filed MC/SUM 2045/2026 on 4 May 2026.

(b) The Defendant filed MC/SUM 2098/2026 on 21 May 2026. As the Parties consented to the Defendant’s application being heard first, this application was heard on 29 May 2026. The Defendant's striking out application was dismissed with costs ordered against the Defendant.

11 At the hearing of MC/SUM 2045/2026 (the Claimant's application) on 5 June 2026:

(a) The Court first considered a request by the Claimant filed on 29 May 2026 seeking permission under Order 65 Rule 2(4) of ROC 2021 to rely on a Bank Statement that was not previously disclosed in their List of Documents filed on 30 December 2025. The request was allowed and brief reasons were provided. These brief reasons will be supplemented with full grounds below.

(b) The Court thereafter heard the Claimant's striking out application in MC/SUM 2045/2026. The aforementioned bank statement was considered at the hearing on the basis of a solicitor's undertaking by the Claimant's solicitor that a supplementary affidavit will be filed by 10 June 2026 to formally put the bank statement into evidence. Judgment was reserved.

(c) The Court thereafter also conducted a case conference, where the Parties agreed to explore resolving the substantive dispute with a consent interlocutory judgment.

12 On 16 June 2026, the Defendant filed a letter to Court, containing a grave allegation that the Claimant's solicitors had acted in breach of their solicitor's undertaking referred to at paragraph 11(b) above, and that the Claimant had also breached the Court's directions.

13 On the same day, the Court issued a Registrar's Directions drawing the Parties' attention to Rule 29 of the Legal Profession (Professional Conduct) Rules 2015, and also pointed out that an affidavit was in fact filed for the Claimant on 10 June 2026. The Parties were directed to attend a hearing on 19 June 2026 to address the Court on the allegations made.

14 Prior to the hearing on 19 June 2026, the Defendant filed a further letter apologising "*unreservedly"* to the Court and to Claimant's counsel. The Defendant also annexed a revised copy of their earlier letter with certain portions redacted. Notably, while the allegations of a breach of solicitor undertaking were redacted, the Defendant maintained her allegation that the Claimant had breached the directions of the Court.

15 At the hearing on 19 June 2026, the Court found that the Claimant had not breached the Court's directions, nor had the Claimant's solicitor breached his solicitor's undertaking to the Court. At the Parties' request, the Court also recorded a consent interlocutory judgment that resolved the substantive dispute in OC 12138/2025, leaving only the issue of costs to be determined.

16 On 2 July 2026, the Defendant wrote in to update the Court that the Singapore Police Force had confirmed that the money deposited by the Defendant has been returned to the Claimant on 26 June 2026. The Defendant further claimed that in a telephone conversation with the police investigation officer (the "**IO**") on 1 July 2026, the IO clarified that the Funds had been returned as a result of independent police investigations, and that the Funds were returned to the Defendant prior to the consent interlocutory judgment being served on the police.

17 On 6 July 2026, the Court issued a set of Registrar's Directions recording that the Claimant's striking out application (MC/SUM 2045/2026) has concluded with no orders made save that costs are reserved, and setting out timelines for cost submissions to be filed by the Parties. Cost submissions were subsequently duly filed by both parties on 31 July 2026, and reply submissions were filed on 21 August 2026.

Order 65 Rule 4(2) of the Rules of Court 2021

18 Before dealing with the primary issue of costs, the Court takes this opportunity to provide fuller grounds for the decision on 5 June 2026 to grant the Claimant permission under Order 65 Rule 2(4) of ROC 2021 to rely on a bank statement that was not previously disclosed in his list of documents.

19 Pursuant to the requirement of upfront production in matters conducted under the simplified process, Order 65 Rule 2 requires that every pleading served by a party must be accompanied by a list of and a copy of all documents falling within the categories of documents set out in Order 11 Rule 2(1). Order 65 Rule 2(4) then provides that:

> "*In any case to which this Order applies, the parties must not, except as may otherwise be ordered or permitted by the Court, rely on any document that was not produced in accordance with this Order.*"

20 In this case, in the list of documents filed by the Claimant on 30 December 2025, the Claimant included letters exchanged between the Parties and their annexes, including what is described as "*the proof of transfer bearing the reference number MBKFT251208D311910*". The document appears to be a screenshot of a payment transfer confirmation page dated 8 December 2025

(the "**Screenshot**"), and supports the Claimant's averment that he had made a transfer to the Defendant's bank account on that day. Apart from the Screenshot, the Claimant did not disclose in his list of documents any other document corroborating the transfer, such as a bank statement.

21 As summarised in the procedural history above, the issue of whether the Funds were in fact sent by the Claimant became a central issue after the Defence was filed. At a case conference on 11 April 2026, the Defendant's counsel also raised concerns about the Screenshot. The Claimant therefore subsequently sought to introduce a bank statement that would "*resolve any outstanding issues in respect of the identity of the transferor or the [Funds]*".

22 The Defendant objected on the basis that the bank statement was a "*critical document*" that ought to have been included in upfront disclosure, and that it would appear "*unprincipled"* to allow the document to be introduced subsequently. The Defendant went so far as to allege that the attempt to introduce the bank statements belatedly constituted an abuse of process. The Defendant also submitted that the need for upfront disclosure is a strict rule, and that there must be a special reason or extenuating circumstances for a party to be allowed to obtain permission under Order 65 Rule 2(4). It was suggested that the threshold for permission to be granted should be very high.

23 I am unable to accept the Defendant's suggestion for the following reasons:

(a) First, there is nothing in the plain language of Order 65 Rule 2(4) that requires a "*special case*" or "*extenuating circumstances*". Where a higher threshold of a "*special case*" is intended elsewhere in ROC 2021, it has been expressly stated (see for example Order 9 Rule 14).

(b) Second, the high threshold would be impractical given the fact that under Order 65 Rule 2, a Claimant is required to file and serve their List of Documents even before the Defence is filed, and accordingly before the issues are crystalised. It is inevitable that there will be cases where an issue only arises after the Defence is filed, and to which the Claimant would need to put in further documents to meet the Defendant's case. It is also conceivable that there will be cases such as the present, where a Claimant may form an initial view that they will only need to rely on one document (in this case the Screenshot) for an issue, only to subsequently decide to rely on more documents because of how the Defence has been pleaded. To impose excessive restrictions on a party's ability to rely on additional documents would unduly restrict a party's ability to present their case.

(c) Third, imposing an unduly high threshold for relying on further documents may have an unintended effect of encouraging parties to be over-inclusive in disclosing in their list of documents any and all documents that may eventually be material to the dispute for fear that failing to do so would prevent them from relying on them in future. This may inundate opposing parties, and disproportionately and needlessly increase the costs and complexity of disputes on the simplified process.

24 For the avoidance of doubt, while this Court is not prepared to impose too high of a threshold for permission to be given under Order 65 Rule 2(4), Parties should not take for granted that they will always have an opportunity to file a more comprehensive supplementary list of documents at a later stage. Especially where a party has filed only a clearly defective list of documents lacking key documents, such a party should not expect blanket permission to be granted for a supplementary list of documents to be filed at a later stage. Such

parties have to be aware of the risk that they may have to proceed to trial without the ability to rely on key documents to establish their case.

25 To guide the exercise of a Court's discretion to grant permission for further document production under Order 65 Rule 2(4), the Court may consider the Ideals of ROC 2021, and also the objective of Order 65 which is to achieve the fair, expedient and inexpensive determination of all civil proceedings to which it applies. The Court may also consider the following non-exhaustive list of factors:

(a) The reasons provided for failing to produce the document(s) in upfront disclosure.

(b) The stage of proceedings in which the document(s) are sought to be relied on / produced.

(c) The materiality of the document(s) sought to be relied on / produced.

(d) The prejudice that the other Party would suffer if permission is granted for further document production under Order 65 Rule 2(4).

26 In the present case, the Court accepts that the Claimant reasonably sought to introduce the bank statement belatedly after it became apparent that the Defendant was seriously contesting the fact that the Funds were sent by the Claimant. The request for permission to introduce the bank statement was also made at a relatively early stage of the proceedings, shortly after pleadings had closed, and before trial directions were given. The document also appears to be material as there is a demonstrable nexus between the document and one of the issues based on the pleadings and could potentially affect the Court's ultimate

decision. Finally, there also does not appear to be any real prejudice suffered by the Defendant. Granting the permission sought by the Claimant would have minimal impact on the need for expeditious proceedings, and would promote a fair and practical result suited to the needs of the parties. The request was accordingly allowed.

Decision on Costs of the Action

27 For the reasons elaborated below, the Defendant is ordered to pay to the Claimant costs of the action (on an indemnity basis) fixed at $6,500 plus GST.

28 In exercising the power to fix or assess costs, the Court is required under Order 21 Rule 2(2) of ROC 2021 to have regard to all relevant circumstances, including: – (a) efforts made by the parties at amicable resolution; (b) the complexity of the case and the difficulty or novelty of the questions involved; (c) the skill, specialised knowledge and responsibility required of, and the time and labour expended by, the solicitor; (d) the urgency and importance of the action to the parties; (e) the number of solicitors involved in the case for each party; (f) the conduct of the parties; (g) the principle of proportionality; and (h) the stage at which the proceedings were concluded.

29 Although costs are usually fixed on a standard basis, costs may be fixed on an indemnity basis in exceptional cases. The circumstances in which indemnity costs may be ordered is well established in ***Airtrust (Hong Kong) Ltd v PH Hydraulics & Engineering Pte Ltd*** [2016] 5 SLR 103 at [49]-[53], and in particular paragraph [50] where it was held that:

> "*As a baseline inquiry, it may be useful for a court to ask itself whether the party's conduct was so unreasonable as to justify an award of indemnity costs. Such conduct must reflect a high degree of*

> *unreasonableness, and cannot merely be wrong or misguided in hindsight: Kiam at [12]. Such unreasonableness, however, need not rise to the level of dishonesty or moral iniquity for it to attract indemnity costs."*

30 In this case, the Defendant's conduct has been so unreasonable as to justify an award of indemnity costs. The Court finds that the present action was occasioned by and unnecessarily protracted by the Defendant's unreasonable conduct.

31 Starting with pre-action conduct. After the Funds were mistakenly transferred by the Claimant to the Defendant, the Claimant sent at least 10 emails to the Defendant between 7-15 December 2025, which the Defendant did not respond to. It was only after the Claimant issued a letter of demand through his solicitors on 17 December 2025 that the Defendant responded through her solicitors first that they needed more time to take instructions, and thereafter on 25 December 2025 requesting documents and information that were excessive and unreasonable. The Defendant then further indefinitely delayed any prospect of returning the Funds by electing to deposit the Funds with the police. Insofar as the Defendant justifies her conduct by claiming that she was concerned that she was "*confronted with a possible scam*", this beggars belief.

> (a) In relation to the emails sent by the Claimant which the Defendant did not respond to, the Defendant has pleaded at paragraph 3 of her Defence that the Defendant "*perceived a real possibility that she was receiving impersonation scam communications, where the series of emails she received bore every hallmark of scammers against which the public is frequently warned*". However, the Claimant has shown evidence that the Parties had previously corresponded over email on

other matters, using the same email addresses, and the Defendant would have been therefore been well aware of the Claimant's email address. Moreover, if the Defendant had any genuine concerns about whether the emails were being sent by the Claimant, there does not appear to have been anything preventing the Defendant from checking with the Claimant directly. This is not a case of a complete stranger seeking the return of monies wrongly transferred, but rather a former spouse who continued to be in contact with the Defendant on matters including access to their child.

(b) The Court also accepts the Claimant's submissions that in any case, after the Claimant's solicitors had taken over communications with the Defendant, the Claimant's identity should not have been in issue as the solicitors could be assumed to have conducted the necessary due diligence checks.

(c) Moreover, the request for further information sent by the Defendant on 25 December 2025 does not appear to have been a genuine good faith effort to ascertain the Claimant's identity. Rather, they appear calculated to vex the Claimant. First, the scope of the requests were excessive, such as the request to know the source of the Funds, the reasons for the error, an "*identity page of a nationally-issued identity document",* and the issuance of wide indemnities. Second, the suggestion that the information be provided in the form of a statutory declaration also appears to be disproportionate, particularly since the parties were dealing with each other through solicitors of good standing. Most pertinently, the Defendant does not appear to have genuinely sought a response, since she proceeded to make a police report <u>and</u> deposit the Funds with the police the very next day after making the request, without allowing the Claimant a reasonable opportunity to respond. It also bears noting that the request was made to the Claimant's solicitors on Christmas Day, when they could not reasonably have been expected to be working.

32 The Defendant's conduct of the matter after OC 12138 was commenced was also unreasonable. A few examples are set out below for illustrative purposes.

(a) The Defendant took out a striking out application that was ill-conceived and without merit. It appears that after the Claimant filed their application for striking out on 4 May 2026, the Defendant "retaliated" by filing her own striking out application on 21 May 2026. However, the Defendant failed to identify any specific ground on which she was seeking to strike out the claim, even in the written submissions filed before the hearing of the application. In dismissing the application, the Court noted in its oral grounds that "*The Defendant merely states without substantiation that they are relying on the grounds that the action discloses no reasonable cause of action, is an abuse of process and/or that it is in the interests of justice to do so. The Court strongly discourages the practice of such vague and over-inclusive applications*".

(b) As detailed at paragraph 12 to 15 above, the Defendant also made grave allegations <u>both</u> against the Claimant and the Claimant's solicitors, which resulted in the need for an in-person case conference to be called on short notice. The gravity of the allegations could not have been lost on the Defendant, who referenced in the same letter a case involving similar allegations where formal disciplinary proceedings brought against a solicitor. In the present case, this Court ultimately found the allegations made by the Defendant to be without merit.

33 For completeness, the Court will also address the Defendant's key arguments raised in her cost submissions.

(a) First, the Court does not accept the Defendant's submission that the civil claim was unnecessary or "*superfluous"* because she had deposited the Funds with the police before the action was commenced. As admitted by the Defendant's counsel at the hearing on 5 June 2026, he had no legal authority to support the proposition that depositing monies with the police or any other authority is an absolute defence to the causes of action raised by the Claimant. The Defendant had the opportunity in her striking out application to argue that the Claimant's claim was entirely unsustainable, but she failed to prevail in that application.

(b) Second, the Court has also considered the Defendant's conduct in apparently attempting to facilitate a settlement, but does not accept that such conduct justifies a cost order in the Defendant's favour. Although the Parties' efforts made to reach an amicable settlement are a relevant factor to be considered in determining costs, the content and context in which the offers are made must surely be considered.

i. In the first offer of amicable resolution contained in a letter from the Defendant dated 27 March 2026, the Defendant continued to make serious allegations against the Claimant including that "*the proceedings were brought against her unnecessarily and for improper motive*", and that the "*Claimant's commencement of these proceedings are an abuse* *of process*". It is difficult to see how the Defendant could have believed that this letter would have actually facilitated an amicable settlement.

ii. The second letter relied on by the Defendant is a letter dated 7 May 2026, where three paragraphs were dedicated to reiterating why the Defendant believed that the Claimant's claim is not made out. Additionally, while the Defendant proposes that the matter be resolved with no orders as to costs, the Defendant equivocates in the subsequent paragraph stating that "*we <u>may</u> be able to persuade our client to forgo any claim against yours … Indicatively, the Defendant estimates her costs at $5,800 at this juncture…"* [emphasis added in underline]. At best, the offer being made was confusing, and at worst, contradictory.

iii. The third correspondence relied on by the Defendant is an email sent on 15 June 2026 attaching a draft consent order with terms which the Court accepts is close to the version eventually agreed upon at the hearing on 19 June 2026. However, it was followed just one day later on 16 June 2026 with the Defendant's letter to court containing the grave allegations against the Claimant and the Claimant's solicitors (see paragraph 12 above).

34 While genuine efforts by one party at trying to reach an amicable resolution can be taken as a factor in favour of that party, the content and context of the Defendant's offers in this case do not support a favourable finding for the Defendant.

35 Taken in the round, the Court finds that the Defendant's conduct was highly unreasonable. Additionally, she had not conducted her case in a manner which would help to achieve the Ideals of ROC 2021, including the need for cost-effective work proportionate to the amount or value of the claim, and the need for expeditious proceedings. The Claimant was understandably aggrieved by the fact that a mistaken transfer of $6,500 to his ex-wife that could have been remedied right away eventually escalated into a lawsuit that has gone on for well over half a year.

36 In light of the findings set out above, the Court fixes costs of the whole action on an indemnity basis at $6,500 plus GST to be paid by the Defendant to the Claimant. In arriving at this figure, reference was made to Appendix 1 of ROC 2021, which recommends a range of $3,000 to $6,000 where the sum claimed is up to $20,000. A starting figure at the lower end of the range is appropriate because the matter was resolved at a relatively early stage without the needs for Affidavits of Evidence in Chief to be prepared. However, as the Court has found that indemnity costs are warranted, a 1/3 uplift is applied in accordance with ***Lin Jian Wei v Lim Eng Hock Peter*** [2011] 3 SLR 1052 at [83]. A further upward adjustment is also applied to account for the Claimant's reasonable disbursements, and to also take into account MC/SUM 404/2026, which was the Claimant's successful application for substituted service.

37 No orders as to costs are made for MC/SUM 2045/2026, being the Claimant's striking out application, as the application was resolved with no orders made on the substantive merits. Technically, neither party 'prevailed' in that application. The Court also dismisses the Claimant's request for an order for personal costs to be made against the Defendant's counsel, as the Court is of the view that there is no evidence that the Defendant's counsel had acted

improperly, unreasonably or negligently. The high threshold for making such an order has not been met in the present case.

Mark Lim
Deputy Registrar

Davis Tan Yong Chuan and Ma Ruiyuan (Incisive Law LLC) for the Claimant;
Si Hoe Tat Chorng (Acacia Law LLC) for the Defendant.