IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1995] SGHC 262

Suit 1689/1991

Between

Yogambikai Nagarajah

… *Plaintiff*

And

Indian Overseas Bank

… *Defendant*

GROUNDS OF DECISION

Version No 1: 29 Oct 2026 (23:45 hrs)

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Yogambikai Nagarajah v Indian Overseas Bank

[1995] SGHC 262

Suit 1689/1991
Goh Joon Seng J
02 November 1995

1 **Judgment:**

2 Coram: GOH JOON SENG J.

3 JUDGMENT

4 The Plaintiff's claim against the Defendant is for the sum of $1,021,405.23 being the amount inclusive of interest calculated up to 23 November 1989 placed on fixed deposit with the Defendant in her name by one Anbudurai Arangannal < `Anbu' > on 24 July 1989.

5 The facts

6 The money, the subject matter herein, belonged to the estate of one AR. S. AR Valliappan < `Valliappan' > who died intestate on 3 July 1986 leaving AR. V. Valliyammai Achi < `Valli' > and Rekha, his widow and infant daughter respectively, as the only beneficiaries entitled thereto.

7 On 8 May 1987, letters of administration of the estate of Valliappan were granted to one Palaniappan s/o Kannappa < `Palaniappan' > and Palaniappan Lakshmi <`Lakshmi'>, the brother-in-law and sister of Valli respectively.

8 On 2 June 1989 Valli and Anbu were appointed Administratrix and Co-administrator of the estate of Valliappan in place of Palaniappan and Lakshmi.

9 On 22 June 1989, Valli and Anbu as the Administratrix and Co-administrator received from their solicitors the sum of $1,232,086.37.

10 On 23 June 1989, Anbu arranged to place a sum of $1,000,000, part of the said sum of $1,232,086.37, on fixed deposit with the Defendants in his name and that of Rekha for one month. On maturity, Anbu had the said sum of $1,000,000 with interest amounting to $4,405.82 withdrawn and replaced on fixed deposit on 24 July 1989 with the Defendants in the sole name of the Plaintiff. The fixed deposit was for one month with automatic renewal unless otherwise instructed.

11 At about the same time, Anbu sent from Singapore the Defendants' specimen signature card to the Plaintiff in London after giving her instructions over the telephone to return it with her specimen signatures thereon. The specimen signature card has a column on the left with four slots under the heading `specimen signature' with a corresponding column on the right with four slots under the heading `verification signature'. It is intended that the specimen signature of the account holder in each slot on the left is to be verified by some one who is to sign in the corresponding slot in the verification signature column as having verified the specimen signature as that of the account holder.

Version No 1: 29 Oct 2026 (23:45 hrs)

12 On 2 August 1989, the specimen signature card was submitted by Anbu to the Defendants. It transpired that the Plaintiff had inserted her specimen signatures in all the four slots in the column for specimen signatures. The four slots in the column for verification signatures were also filled by what purported to be the specimen signatures of the Plaintiff. The Plaintiff admits that the four signatures under the specimen signature column are hers but alleges that those in the verification signature column are forgeries of her signature. For convenient reference the four specimen signatures will be referred to as G1 to G4 < G for genuine > . Similarly the disputed signatures in the verification signature column will be referred to as Q1 to Q4 < Q for questioned > .

13 On 20 August 1989, the Plaintiff underwent a ceremony of marriage in Madras to Anbu pursuant to arrangements made on 3 April 1989 in Madras after their courtship which began in late 1985 or early 1986 in London when Anbu was there studying accountancy. After their marriage, they stayed in Madras.

14 On 16 November 1989, Anbu and the Plaintiff moved to Singapore where Anbu had been running a business since 1987-88. In the meantime, pursuant to instructions given by Anbu, the Defendants had been renewing monthly the fixed deposit upon maturity.

15 On 23 November 1989, the Defendants received a hand written letter purportedly signed by the Plaintiff. It is necessary to set out the contents of that letter which read:

16 " Yogambikai Nagarajah Robinson Road P O Box 19 Singapore 9000 23 - 11 - 89

17 The Chief Manager

Version No 1: 29 Oct 2026 (23:45 hrs)

18 Indian Overseas Bank

19 64 Cecil Street

20 Singapore 1646

21 Dear Sir

22 re: Fixed Deposit for SGD1,017,032.34 Deal Number 129786

23 The above deposit matures today. On maturity kindly re-deposit the above sum with accrued interest for a further period of one month rolled over monthly at the best available rate in the following name till further notice:

24 Mrs AR V Valliyammai Achi < that is Valli > , Indian Passport C 796513, Robinson Road, P O Box 19, Singapore 9000.

25 Please let us know, when the deposit receipt is ready. Thank you.

26 Yours faithfully

27 Signed: Yogambikai Nagarajah (Yogambikai Nagarajah)"

28 It is not disputed by Anbu that he wrote out the text of that letter. The Plaintiff however denies that the signature thereon is hers. For convenient reference the disputed signature will be referred to as `Q5'.

29 The Defendants on receipt of that letter, being satisfied that Q5 conformed with G1 to G4, acted accordingly. The money was thus placed in a fixed deposit account in the name of Valli.

Version No 1: 29 Oct 2026 (23:45 hrs)

30 On 6 January 1990, Anbu and the Plaintiff returned to Madras. On 18 January 1990 Anbu came back to Singapore leaving the Plaintiff who was expecting a child with his parents in Madras.

31 On 31 January 1990, the Plaintiff returned to her parents in London and has remained there ever since and has also since been divorced from Anbu.

32 On 15 July 1990, she sent a letter to the Defendants through Barclays Bank PLC which read:

33 "The Manager

34 Indian Overseas Bank

35 Dear Sir

36 I hold a non-resident account in your Singapore Branch on Robinson Road and it has recently come to my knowledge that I have misplaced all of my documents relating to the account.

37 My address in Singapore was 27 Lucky Crescent, Singapore 1646, which I have now left to return to the U.K.

38 Please find attached copies of the following documents to prove my identity as the account holder, as I do not have any documents with the account number:-

39 1) Copy of British Passport number 647114C.

Version No 1: 29 Oct 2026 (23:45 hrs)

40 2) Copy of Singapore Dependant Pass number FIN 1521962U (type DEP).

41 3) Copy of Birth Certificate number: Y0672086.

42 As I have lost all relevant documents pertaining to the account, I request that all funds in my account are frozen with immediate effect until I advise further. I will also appreciate your sending me fresh details, documents and signing arrangements of the account so that I may, once again, be able to operate it.

43 I thank you in advance for your co-operation.

44 Yours faithfully.

45 Sgd: Yogambikai Nagarajah (Yogambikai Nagarajah)

46 Flat 6 Neville Street London SW"

47 On 2 August 1990 the Defendants replied as follows, enclosing a copy of the letter of 23 November 1989:

48 "Ms Yogambikai Nagarajah Flat 6 Neville Street South Kensington London SW7 3AR United Kingdom

49 Dear Madam,

50 We refer to your letter of 15th July 1990, sent through Barclays Bank PLC, Ickenham Branch, Middx, United Kingdom.

Version No 1: 29 Oct 2026 (23:45 hrs)

51 Our records show that you have only maintained one account with us namely fixed deposit account.

52 Enclosed herewith is a copy of your instructions dated 23rd November 1989 to transfer the amount which was in your name. This was done accordingly.

53 We also refer to your telephonic conversation with our Chief Executive this morning and advise that in view of your instructions dated 23rd November 1989, your allegations that our Bank should not have transferred the amount and that you were cheated, are misconceived.

54 Kindly let us know if we can be of further service to you.

55 Yours faithfully,

56 Sgd: K S Krishnamurthy (K. S. Krishnamurthy) Senior Manager"

57 On 3 August 1990 the Plaintiff sent two similar letters, one type written and the other hand written but both duly signed by her. The hand written letter read:

58 "Mr K S Krishnamurthy Senior Manager Indian Overseas Bank Singapore 0104

59 Dear Sir,

60 I am in receipt of your letter dated August 2nd 1990 along with a copy of the letter you have received regarding my account.

Version No 1: 29 Oct 2026 (23:45 hrs)

61 I categorically maintain that I have not made any such instructions pertaining to my account and have not authorised any transfers from my account. The letter upon which you have acted regarding the transfer from my account has not been issued by myself nor has it been signed by myself; I have had no knowledge of this letter whatsoever until receipt of the copy from you. As such, the letter in question is a forgery, on which I am seeking necessary legal action.

62 I am most displeased with the negligence on your side and am therefore instructing you to remit the entire sum of SGD1,017,032.34 to my U.K. account immediately, the details of which are as follows:-

63 BARCLAYS BANK plc

64 Ickenham Branch

65 27 Swakeleys Road Ickenham

66 Middlesex UB10 8DE

67 SORT CODE: 20-44-00

68 ACCOUNT TITLE: YOGAMBIKAI NAGARAJAH

69 I now await your immediate action, failing which I will be left with no choice but to take the matter up with the International Fraud Squad and other legal bodies.

70 Yours faithfully

Version No 1: 29 Oct 2026 (23:45 hrs)

71 Yogambikai Nagarajah"

72 On 6 August 1990, the Defendants wrote to the Plaintiff as follows:

73 "Ms Yogambikai Nagarajah 6A Neville Street London SW7 3AR United Kingdom

74 Dear Madam

75 We refer to your letter dated 3rd August 1990, received by us today.

76 We strenuously deny the allegation of negligence on our part and are taking a very stern view of your allegation.

77 In order to resolve this matter, we require that you do the following:

78 (1) You make a police report and despatch a copy of the report to us immediately, and

79 (2) You authorise us in the form annexed to this letter to make a police report in Singapore. Your authorisation is to be witnessed by a Notary Public.

80 We require your authorisation because of the banking secrecy laws in Singapore.

81 You will appreciate that with the involvement of the Police this matter may be resolved expeditiously.

82 Yours faithfully

83 Sgd: K S Krishnamurthy Senior Manager"

Version No 1: 29 Oct 2026 (23:45 hrs)

84 Notwithstanding her allegation that Q5 was a forgery, she did not make a report to the police. She also refused to authorise the Defendants to make a report to the police.

85 On 10 August 1991, after a lapse of one year the Plaintiff commenced these proceedings. When the suit eventually came up for hearing before me, it was largely taken up by the evidence of document examination experts. They were Mrs Ng Gek Kwee < `Mrs Ng' > , the senior scientific officer of the Department of Scientific Services, Institute of Science and Forensic Medicine, Singapore. She was appointed `court expert' on the application of the Plaintiff. As Mrs Ng's report was adverse to the Plaintiff's case she called her own expert one Robert Radley < `Radley' > , a document examiner practising in London. The Defendants called one Ch'ng Beng Han < `Ch'ng' > who was formerly the head of the Document Examination Unit and deputy director of the Department of Scientific Services, Singapore.

86 For the purpose of determining if Q5 was a forgery, the Plaintiff supplied thirty of her requested specimen signatures. Thus as against the questioned signatures (Q1 to Q5), there were the four normal specimen signatures of the Plaintiff, G1 to G4, and her other normal specimen signatures appearing in her letters to the Defendants, in a set of assessment papers submitted to the London Montessori Centre, in her passport, and in an affidavit affirmed by her. In addition there were the thirty requested specimen signatures.

87 Mrs Ng found Q5 to be similar in slant to the normal and requested specimen signatures of the Plaintiff. She also found Q5 to be similar in stroke quality to G1 to G4. It is common ground that no two signatures of the same person can be identical. But each signature besides exhibiting similarities to, also exhibits variations from, other signatures (and other writings for that

Version No 1: 29 Oct 2026 (23:45 hrs)

matter) of the same person. By an examination of the known genuine writings, the range of these variations could be determined. In this case, the range of variations could be determined from the variations displayed in G1 to G4 and the other normal and requested specimen signatures of the Plaintiff. On this basis Mrs Ng was also of the view that the formation of the nineteen alphabet letters `Yogambikai Nagarajah' comprising Q5 fell within the range of variations exhibited by the Plaintiff in her specimen signatures both normal and requested.

88 On Q1 to Q4, she found them to be similar in stroke quality to G1 to G4. She also found them to be similar in pen lifts, general formation and relative alignment of the alphabet letters to the Plaintiff's normal and requested specimen signatures.

89 Accordingly she arrived at the conclusion in her report dated 7 September 1992 that `it is highly probable' that the questioned signatures, that is Q1 to Q5 are authentic signatures of the Plaintiff.

90 Radley agreed there was a close pictorial resemblance between Q1 to Q4 and the normal and requested specimen signatures especially G1 to G4. He also agreed generally with Mrs Ng that there were similarities between the questioned signatures and the specimen signatures of the Plaintiff. But he said there were also differences.

91 On Q1 to Q4 he listed sixteen features therein that `appear with considerable rarity in the known writings perhaps only one or two of the 39 known signatures showing the same feature.' Thus the sixteen features do appear in the Plaintiff's known writings though rarely. They relate to the formation of letters, the relative size and position of alphabet letters. He concluded as

Version No 1: 29 Oct 2026 (23:45 hrs)

follows: `I am consequently of the opinion that in all probability these four verification signatures on the specimen signature card are not authentic signatures of Mrs < sic > Nagarajah but are good quality copies of her general signature form.' He then ventured the reason for some one to forge the Plaintiff's signature in the verification signature column. This is what he stated:

92 "One reason why a forger < implying it was Anbu > might consider it desirable to complete the Verification Signatures on the specimen signature card is that once submitted to the Bank, the specimen signature card with a totality of eight signatures may be used for comparison against any subsequently submitted documentation on which the signatures have to be verified. In this case, the Bank would be in a position to compare a forgery with a forgery. The introduction of forgeries into a bank or in any other case does occur (note well the case of Hitler's diaries)."

93 I find this rationalisation difficult to accept. It is the Plaintiff's claim that in May/June 1989 while she was in London, that is before their wedding, Anbu telephoned her from Singapore to tell her that he was going to give her $1,000,000 and this $1,000,000 was the fulfilment of that promise. If Anbu had the intention as early as 2 August 1989 when the specimen card was submitted to forge the Plaintiff's signature to withdraw the $1,000,000 why would he voluntarily present her with the gift in the first place.

94 Be that as it may, on Q5 Radley again agreed that it bore close pictorial resemblance to the Plaintiff's normal and requested specimen signatures. He also agreed with the similarities between them as pointed out by Mrs Ng. However he pointed out nine dissimilarities, four of them related to one alphabet letter `b'. Again the dissimilarities related to letter formation and the relative size of the alphabet letters. He concluded thus:

Version No 1: 29 Oct 2026 (23:45 hrs)

95 "The above differences between the mandate < Q5 > and the known writings are difficult to assess. There clearly appears to be some correspondence of some differences between the Verification Signatures < Q1 to Q4 > and the known writings which also appear to be differences between the mandate signature < Q5 > and the known writings ... ...

96 The features of difference between the mandate signature and the known writings, especially as many are noted in the questioned Verification Signatures, are considered to be of a highly suspect nature. I consider there are good grounds for suspecting the authenticity of the questioned signature on the mandate as I am of the opinion it could well be a copy by a skilled penman of a genuine signature of Mrs < sic > Nagarajah, that penman also being responsible for the Verification Signatures."

97 In presenting his report in court, Radley suggested that Q5 could have been a forgery by tracing of the Plaintiff's signature by transmitted light. Tracing must be made from a master signature. None of the specimen signatures of the Plaintiff produced in court could be the master signature from which a tracing could have been made. Under cross-examination Radley conceded:

98 "Q: Have you discounted the possibility that the mandate was not forged?

99 A: I have not discounted that possibility. It could be genuine."

100 On the other hand, from the specimen signatures of the Plaintiff, Ch'ng found that they showed a tendency of natural variations in the formation of letters. On Q5 he found it to be fluent. This is not consistent with Q5 being a forgery by tracing it as there is bound to be hesitation in tracing. If Q5 is a

Version No 1: 29 Oct 2026 (23:45 hrs)

forgery it would have been done by simulation. He also found Q5 to be similar in stroke quality with the normal and requested specimen signatures of the Plaintiff. There was also similarity in the positioning of Q5 in relation to the words `Yours faithfully' to the positioning of the normal specimen signatures in relation to the words `Yours faithfully' in the various letters written by the Plaintiff to the Defendants. Accordingly he came to the conclusion that it is probable that Q5 is the signature of the Plaintiff.

101 On Q1 to Q4 Ch'ng found similarities between them and G1 to G4 and the other normal specimen signatures of the Plaintiff in the formation of the alphabet letters `Y', `g', `j' and `N'. But he also found differences in the way `k' was written in Q1 to Q4 as opposed to the Plaintiff's normal specimen signatures. The positioning of Q1 to Q4 within the slots is also different from that of G1 to G4. Because of the differences as against the similarities Ch'ng found it inconclusive and reserved his opinion on whether the Plaintiff, the writer of G1 to G4, was also the writer of Q1 to Q4.

102 But in the course of the hearing, having heard and considered the evidence of Radley on the sixteen features of dissimilarities in the `verification signatures', Ch'ng readily said `the evidence favours the probability that the mandate and verification signatures were not written by the same person'. On Q5, Ch'ng however remained firm in his view. He said: `the mandate was signed by the same person who signed the specimen signature in the specimen card < G1 to G4 > . The signature on the mandate of 23.11.89 is that of the plaintiff.'

103 Having heard and weighed the evidence of Mrs Ng and Ch'ng on the one side and Radley on the other, and having examined the questioned signatures against the specimen signatures, it is my finding that the Plaintiff as the account holder signed the letter of 23 November 1989 referred to as the `mandate' in

Version No 1: 29 Oct 2026 (23:45 hrs)

these proceedings which authorised the Defendants to transfer the said sum of S$1,021,405.23 placed with the Defendants on fixed deposit inclusive of the accrued interest in Fixed Deposit Deal No. 129786 to another fixed deposit account in the name of Valli. Accordingly the Defendants had effected the transfer on the authority of the Plaintiff's letter of 23 November 1989. I therefore dismiss the Plaintiff's claim with costs.

104 Dated this 2nd day of November 1995

105 GOH JOON SENG

106 JUDGE

107 Solicitors for the Plaintiff - M/s C Arul & Partners

108 Solicitors for the Defendants - M/s Ramdas & Wong

Goh Joon Seng J

C Arul for the plaintiff
B Vijayan Peter for the defendants

Version No 1: 29 Oct 2026 (23:45 hrs)