IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2016] SGHC 262

Originating Summons (Bankruptcy) No 51 of 2016
(Registrar's Appeal No 325 of 2016)

In the matter of the Bankruptcy Act (Cap 20)

And

In the matter of Statutory Demand dated 22 June 2016 and issued under Section 62 of the Bankruptcy Act

Between

Ong Swee Huat

… *Appellant*

And

Australia and New Zealand Banking Group Limited

… *Respondent*

JUDGMENT

[Insolvency law] — [Bankruptcy] — [Statutory demand]

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Ong Swee Huat
v
Australia and New Zealand Banking Group Ltd

[2016] SGHC 262

High Court —Originating Summons (Bankruptcy) No 51 of 2016
(Registrar's Appeal No 325 of 2016)

Choo Han Teck J
3 October, 7 November 2016

30 November 2016 Judgment reserved.

Choo Han Teck J:

1 This is an appeal by the appellant Ong Swee Huat ("the Appellant") against the order of Assistant Registrar Karen Tan ("the AR") on 30 August 2016 dismissing the appellant's application to set aside the statutory demand served on him by the respondent bank, the Australia and New Zealand Banking Group Limited ("ANZ"). The statutory demand was for payment of a debt of $28,678.74 that the appellant incurred using ANZ's credit facilities.

2 It is undisputed that the Appellant applied for a credit line facility with ABN AMRO Bank N.V. ("ABN AMRO") in 2001. ABN AMRO was subsequently acquired by the Royal Bank of Scotland N.V. ("RBS") and the Appellant's account in ABN AMRO was transferred to RBS accordingly. On

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15 May 2010, the Appellant's account was transferred to ANZ due to a Scheme of Arrangement.

3 According to ANZ, the Appellant defaulted in his payments and a letter of demand was issued and sent to the Appellant's address on 16 December 2015. As the Appellant did not respond or make payment, ANZ then issued a statutory demand against the Appellant on 22 June 2016. The statutory demand was personally served on the Appellant at his address on the same day. The Appellant then filed and served the present action to which this Registrar's Appeal arises from on 4 July 2016 to set aside the statutory demand. Before the AR, the Appellant argued that there was no contract between himself and ANZ and asked to inspect the original contract between himself and ABN AMRO. In response, Ms Thng Hwei-Lin ("Ms Thng"), counsel for ANZ, referred the court to a copy of the application form signed by the Appellant with ABN AMRO as well as certain monthly statements that had been sent to the Appellant to show that the credit line had been granted to him and that he had used the credit line. The AR dismissed the Appellant's application on the basis that she "was satisfied that there is evidence that the [credit line] was extended" and fixed costs at $1,000 (all in) in favour of ANZ. Dissatisfied with the decision of the AR, the Appellant filed the present appeal no 13 September 2016.

4 On appeal, the Appellant maintains his position that there is no contract between himself and ANZ or RBS. In response, Ms Thng submits that the evidence shows that the Appellant continued to use the credit facility even after his account was transferred to RBS and as such, cannot deny that there is

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a contract between him and ANZ. To establish this, Ms Thng refers to monthly statements from RBS and ANZ that had been sent to the Appellant.

5 Having perused the various affidavits and the exhibits, I find that the Appellant's case is without merit. The bank statements clearly show that the Appellant had continued to draw on the credit facility after his account was transferred to RBS in 2010. The Appellant had also made payments to RBS and ANZ on various occasions. The details of the bank statements are as follows:

(a) On 14 April 2010, the Appellant withdrew $2,000 using the RBS credit facility;

(b) On 21 April 2010, the Appellant withdrew $1,000 twice using the RBS credit facility;

(c) On 4 May 2010, the Appellant withdrew $500 using the RBS credit facility;

(d) On 4 May 2010, the Appellant made payment of $1,000 through GIRO-DBS Internet Banking to RBS;

(e) On 21 May 2010, the Appellant wrote a cheque of $2,650 using the RBS credit facility;

(f) On 2 June 2010, the Appellant made payment of $1,000 through GIRO-DBS Internet Banking to RBS;

(g) On 11 June 2010, the Appellant wrote a cheque of $1,206 using the credit facility;

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(h) On 29 June 2010, the Appellant withdrew $1,000 using the RBS credit facility;

(i) On 2 June 2010, the Appellant made payment of $1,000 through GIRO-DBS Internet Banking to RBS; and

(j) Even after his account was transferred to ANZ, the bank statements show that the Appellant had made a deposit of $860 for the payment of fees and charges on 12 May 2016.

6 The Appellant's response to the bank statements is two-fold. First, he claims that the bank statements are "not certified nor verified". Secondly, he claims that the payment made to ANZ Bank on 12 May 2016 as well as other payments (not exhibited in the affidavits) were made "by mistake". In my view, these are bare assertions that are unsupported by the evidence.

7 Accordingly, I find the appeal to be utterly without merits and dismiss it with costs to be taxed on an indemnity basis.

- Sgd -
Choo Han Teck
Judge

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Appellant in-person;
Thng Hwei-Lin and Daphne Lai (Yeo-Leong & Peh LLC) for respondent.

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