IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2017] SGHCR 3

Suit No 389 of 2016
Summons No 5729 of 2016

Between

TELECOM CREDIT INC

… *Plaintiff*

And

STAR COMMERCE PTE LTD

… *Defendant*

JUDGMENT

[Civil procedure] — [Judgments and orders] — [Garnishee orders]

[Evidence] — [Proof of evidence] — [Standard of proof] — [Garnishee show cause proceedings]

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Telecom Credit Inc
v
Star Commerce Pte Ltd

[2017] SGHCR 3

High Court — Suit No 389 of 2016 (Summons No 5729 of 2016)
Bryan Fang AR
8 March 2017; 17 March 2017

29 March 2017 Judgment reserved.

Bryan Fang AR:

1 The plaintiff, Telecom Credit Inc ("the Judgment Creditor"), entered default judgment against the defendant, Star Commerce Pte Ltd ("the Judgment Debtor") and proceeded to apply for and obtain two *ex parte* provisional garnishee orders in HC/SUM 5728/2016 ("SUM 5728") and HC/SUM 5729/2016 ("SUM 5729") against IFKAP Pte Ltd ("IAP") and Midas United Group Pte Ltd ("Midas") respectively. At the show cause hearing before me, the Judgment Creditor applied to make absolute the provisional garnishee order against Midas while reserving its position against IAP pending the determination of the former. Midas was represented and challenged the application. It submitted that the provisional garnishee order in SUM 5729 should be discharged as the debt sought to be garnished from it was not a debt due or accruing due to the Judgment Debtor. IAP was not present but, given the Judgment Creditor's position, no arguments were heard

in SUM 5728.

2 Order 49 r 5 of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) provides the court with two options where the garnishee disputes liability to pay the debt claimed to be due or accruing due from it to the judgment debtor: the court may either summarily determine the issue one way or the other or order that the issue be tried. Some disagreement emerged towards the end of oral arguments as to when the court should prefer one option over the other as a result of which parties tendered further short written submissions to deal with the point. The dispute centred, essentially, on *whom* the burden of proof lies in garnishee show cause proceedings and *what* that burden entailed. The parties took guidance from a series of recent local decisions (which were all handed down in the same litigation: see *Teleoptik-Ziroskopi and others v Westacre Investments Inc and other appeals* [2012] 2 SLR 177 ("*Teleoptik*"); *Westacre Investments Inc v The State-Owned Company Yugoimport SDPR (also known as Jugoimport-SDPR) and others* [2015] 4 SLR 529 ("*Westacre (HC)*"); and *The State-Owned Company Yugoimport SDPR (also known as Jugoimport-SDPR) v Westacre Investments Inc and other appeals* [2016] 5 SLR 372 ("*Westacre (CA)*")), but have interpreted them differently to lead to the present confusion. I therefore take the opportunity to clarify this preliminary but important point before setting out the facts.

3 Turning to the arguments, counsel for the Judgment Creditor, Mr Moiz Sithawalla, highlights that a judgment creditor would already have obtained a provisional garnishee order by the time of the show cause hearing. This, he says, operates to shift the burden of proof to the garnishee who must then raise at least an arguable defence before a trial may be ordered, failing which the court should make the provisional order absolute. Counsel for Midas, Mr Wendell Wong, takes a different view. Drawing from certain statements made

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by the Court of Appeal in *Westacre (CA)*, especially at [86], he says that there is a distinction to be made between the *existence* of a debt owing from the garnishee to the judgment debtor and the *attachment* of that debt: where there is a dispute over the former (as in the present case), the burden lies on the judgment creditor at the show cause hearing to prove on a balance of probabilities that the claimed debt exists, whereas if the dispute concerns only the latter, then the burden lies on the garnishee to show cause why it would be inequitable or unfair for the debt to be attached. The effect of Mr Wong's submission is that a judgment creditor must prove *conclusively* the existence of the debt at the show cause stage and, if he fails to do so, he cannot improve his case at trial.

4 Having reviewed the authorities, I find myself in broad agreement with Mr Sithawalla's submissions though I hasten to clarify that it would be incorrect to say that the *legal* burden shifts to the garnishee upon the judgment creditor obtaining a provisional garnishee order; so much is clear from the Court of Appeal's decision in *Westacre (CA)* at [82] that the legal burden remains throughout on the judgment creditor to prove the existence of the debt (*ie*, the garnishee's liability to pay the debt) (see also *Westacre (HC)* at [24]). But that is not to say that a provisional garnishee order has no legal significance on its own that carries into and, in a sense, sets up the parties at the start of the show cause proceedings. Broadly speaking, in my view, a judgment creditor who obtains a provisional garnishee order will have at least succeeded in transferring the initiative to the garnishee to step forward and dispute his liability to pay the judgment debtor, in the absence of which the court may proceed to make the provisional garnishee order absolute (see, in this regard, O 49 r 4). Indeed, to articulate this in more precise terms, I consider it useful to borrow from summary judgment principles to say that

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once a provisional garnishee order is granted, the judgment creditor must be taken to have established at least the prima facie *existence of the debt which places a* ***tactical*** *burden on the garnishee to contradict the judgment creditor's case. It is of course then open to the judgment creditor to introduce evidence or raise arguments to undermine the garnishee's defence but if, once all the evidence is in, the court is satisfied that the garnishee has at least an* ***arguable defence****, a trial will be ordered.* I elaborate on this in the next paragraph but will first pause to explain that I have found it instructive to draw parallels between summary judgment proceedings and garnishee show cause proceedings because, in both contexts, the court is required to undertake an assessment of whether the issue of one party's liability ought to be summarily determined on affidavit evidence alone or resolved at trial. While indeed differences exist between the two proceedings (*eg*, the court conducts garnishee proceedings in two distinct stages (an *ex parte* stage and a show cause stage) while there is only one *inter partes* summary judgment hearing), this does not in my view detract from the fact that the question which confronts the court at the end of the day in both kinds of proceedings is much the same.

5 Looking then to the principles which govern a summary judgment application, it is settled law that the plaintiff must first establish a *prima facie* case and, if he does so, the *tactical* burden shifts to the defendant who, in order to obtain leave to defend, must establish that there is a fair or reasonable probability that he has a real or *bona fide* defence (see *Ritzland Investment Pte Ltd v Grace Management & Consultancy Services Pte Ltd* [2014] 2 SLR 1342 ("*Ritzland*") at [43]–[45]; see also *M2B World Asia Pacific Pte Ltd v Matsumura Akihiko* [2015] 1 SLR 325 at [17]–[18]). If the plaintiff succeeds in showing, after all the evidence is in, that there is no such arguable defence,

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then summary judgment will be ordered (see *Ritzland* at [47]). Viewing garnishee proceedings through the same lens, and as alluded to above, I think that a judgment creditor necessarily establishes the *prima facie* existence of the debt sought to be garnished once he obtains a provisional garnishee order because such an order would plainly not have been granted if he could not even adduce sufficient evidence to cross this threshold in the first place. This places a tactical burden on the garnishee at the show cause hearing to challenge the judgment creditor's *prima facie* case by adducing contrary evidence to discredit it, advancing legal submissions to show that it is misconceived, or employing a combination of both. The judgment creditor may then do likewise to undermine whatever defence the garnishee has mustered. Ultimately, the court must be satisfied based on all the evidence put before it that the garnishee has a defence that is at least arguable or, to put it another way, one that is not hopeless, before a trial may be ordered. Such indeed was the observation made by the Court of Appeal in *Teleoptik* at [35]–[36].

6 For several reasons which I shall state briefly, I am, with respect, unable to accept Mr Wong's submission that a judgment creditor must conclusively prove the garnishee's liability at the show cause stage. First, this is not supported by the language of O 49 r 5 which plainly allows the court to order a trial where "the garnishee disputes liability to pay the debt due or claimed to be due from him to the judgment debtor". Second, it overlooks the decision in *Teleoptik* where the court in fact ordered a trial to determine the issue of who, as between the judgment debtor and certain other parties, were owed the debt from the garnishee. Third, it is doubtful whether it is even correct to say that a factual dispute can be conclusively determined on a *balance of probabilities* when all that the court has before it is conflicting

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affidavit evidence (see *The "Bunga Melati 5"* [2012] 4 SLR 546 at [129], endorsed in *The "Chem Orchid" and other appeals and another matter* [2016] 2 SLR 50 at [47]). While this is the standard of proof that was expressed to have been applied in *Westacre (HC)* (see [24]), it was clearly appropriate to do so in those circumstances where a *trial* had been conducted to resolve the issue that the court in *Teleoptik* had earlier declined to summarily determine. Mr Wong cited the English High Court authority of *BHP Billiton Marketing AG v TMT Asia Limited and others* [2013] EWHC 4610 (Comm) ("*BHP Billiton*") in support of his submissions but it is clear even from the passage on which he relies (see *BHP Billiton* at [17]) that the court there heard no arguments on the relevant standard of proof at the show cause stage as the parties there merely accepted that the balance of probabilities should apply. I therefore do not think that *BHP Billiton* takes Mr Wong's case very far.

7 Having dealt with the preliminary issue, I turn now to set out the facts.

8 Midas, the Judgment Debtor and the Judgment Creditor are all credit card processing companies. They sit in that downstream order relative to one another in terms of the flow of credit in certain credit card transactions. In other words, monies which are debited from a customer's account would be transmitted first from Midas to the Judgment Debtor and then from the Judgment Debtor on to the Judgment Creditor. This is effected through a string of contracts: Midas provided online payment services to the Judgment Debtor in return for fixed payments and a commission based on a proportion of the remittances under several service contracts, while the Judgment Debtor in turn transmitted the monies it had received to the Judgment Creditor, minus its service fees, under a separate contract. It is common ground in these proceedings that monies were from time to time transferred by Midas to the

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Judgment Debtor from an account held by IAP, which was a wholly-owned subsidiary of Midas.

9 As things turned out, the Judgment Creditor discovered that the Judgment Debtor was wrongfully withholding monies from it under their contract and commenced proceedings in Singapore on 18 April 2016 for the sum of US$853,128.88 and JPY 648,118,964. Thereafter, on 22 April 2016, the Judgment Creditor obtained an *ex parte* injunction to restrain the Judgment Debtor from disposing of, dealing with or diminishing the value of any of its assets in Singapore up to the value of the said sums. In particular, one of the Judgment Debtor's assets identified in the injunction order concerned debts of JPY 127,364,188 ("the Monies") which it was said to be owed from Midas and held by IAP "pursuant to a Confirmation Memorandum and Statement of Agreement, both dated 28 March 2016".

10 The Judgment Debtor did not enter an appearance and default judgment was granted against it on 13 May 2016. The Judgment Creditor proceeded on 29 November 2016 to file SUM 5728 and SUM 5729 to garnish the Monies from IAP and Midas respectively and succeeded in obtaining provisional garnishee orders, relying principally on the same two documents dated 28 March 2016 which were put before the court at the injunction hearing ("the IAP Confirmation Documents"). The IAP Confirmation Documents were essentially agreements entered into by IAP and the Judgment Creditor by which the Judgment Creditor had sought to safeguard its position after discovering that the Judgment Debtor was wrongfully withholding monies, and pending the commencement of formal court proceedings. As stated in an affidavit filed in the *ex parte* garnishee proceedings by the Judgment Creditor's representative, Mr Jun Takeuchi ("Takeuchi"), the IAP Confirmation Documents (the relevant part of which is reproduced in the next

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paragraph) record IAP's acknowledgment that although the Monies held in its account were "due to be remitted to the Judgment Debtor" under the Judgment Debtor's contract with Midas, IAP would refrain from doing so and instead remit the Monies to the Judgment Creditor upon the latter obtaining judgment either in Singapore or Japan against the Judgment Debtor. The Judgment Creditor therefore now relies on the IAP Confirmation Documents as evidence that Midas is liable to pay the Monies to the Judgment Debtor.

11 In these show cause proceedings, Mr Wong mainly argues that the Judgment Creditor has shown no basis for relying on documents executed by *IAP* to establish that *Midas* is liable to pay the Judgment Debtor the Monies. Mr Wong's arguments in this regard are set out more fully at [13] below but, at this juncture, I deal with a preliminary objection which he advanced only in oral submissions. This concerns the portion of the IAP Confirmation Documents which the Judgment Creditor relies on as evidence of Midas' liability to pay the Monies to the Judgment Debtor. The relevant part, translated from Japanese to English, reads as follows:

> Article 3 (Amount for which remittance is pending)
>
> In accordance with the agreements with business partners, [IAP] has kept pending a portion of the amount to be settled to [the Judgment Creditor] without remittance. Further, since there was a request to withhold the remittance from [the Judgment Creditor] to [the Judgment Debtor], the amount stated in this section includes the pending remittance amount.
>
> 1. December 16, 2015 to January 1, 2016
> Total pending amount: 90,324,586 JPY
>
> 2. *Rolling reserve for which the remittance due date has not arrived*
> Total estimated amount: 37,039,602 JPY
>
> [emphasis added]

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12 Mr Wong takes issue with the italicised part of the terms reproduced above. He says that it is at best unclear and at worst detrimental to the Judgment Creditor's own case insofar as it appears to suggest that almost a third of the Monies is a future debt that is not due or accruing due to the Judgment Debtor. Mr Wong submits that this is reason enough to find that the Judgment Creditor has not made out even a *prima facie* case and, accordingly, that the provisional garnishee order had been wrongly obtained and should be discharged. While I can see some force in Mr Wong's submission, I am not prepared at this point to rule out the Judgment Creditor's claim. There is authority which states that a debt that is "existing now and payable in the future" falls within the meaning of a "debt due and accruing due" under O 49 r 1(1) (see *Lim Boon Kwee (trading as B K Lim & Co) v Impexital SRL (Sembawang Multiplex Joint Venture, garnishee)* [1998] 1 SLR(R) 757 ("*Lim Boon Kwee*") at [16], cited with approval in *Vintage Bullion DMCC (in its own capacity and as representative of the customers of MF Global Singapore Pte Ltd (in creditors' voluntary liquidation)) v Chay Fook Yuen (in his capacity as joint and several liquidator of MF Global Singapore Pte Ltd (in creditors' voluntary liquidation)) and others and other appeals* [2016] SGCA 49 at [41]) and, in my view, it would not be a strained reading to say that the debt as described in italics above is of such a nature. For the avoidance of doubt, I should state that I am not making a conclusive finding on the nature of the debt in question. I am merely saying that, based on what appears on the face of the IAP Confirmation Documents alone, it cannot be said that they provide no support for or are plainly contrary to the Judgment Creditor's case that the Monies, as a whole, are due and accruing due to the Judgment Debtor. Nevertheless, the ambiguity attendant here is something that I do take into overall account with the rest of the evidence in considering whether Midas has established an arguable defence.

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13 I return to the main thrust of Mr Wong's submissions, which is that the Judgment Creditor's reliance on the IAP Confirmation Documents is misguided because whatever IAP has represented there simply does not speak for Midas, the two being wholly distinct entities. In this regard, a director of Midas, Hyun Seung Moon ("Hyun"), has affirmed an affidavit making clear that IAP did not have *carte blanche* to deal or represent that it could deal with the monies held on Midas' behalf as these were subject always to the instructions of Midas. Indeed, insofar as the IAP Confirmation Documents are specifically concerned, these were entered into on IAP's behalf by its managing director, Mr Yutaka Hashimoto ("Hashimoto"), who has since confirmed in an apology letter to Midas dated 21 December 2016 that he did not have the authority of Midas, much less of IAP's own board of directors, to enter into the IAP Confirmation Documents. Ultimately, the true position concerning the Monies, according to Midas, is that these have been legitimately withheld as security under its contracts with the Judgment Debtor because the Judgment Debtor has not, among other things, made payment of certain invoices issued by Midas. There is accordingly no debt due or accruing due from Midas to the Judgment Debtor.

14 Mr Sithawalla seeks to undermine Midas' defence by putting forward contrary evidence to show that the IAP Confirmation Documents, though ostensibly executed by Hashimoto on behalf of IAP, were in fact entered into with Hyun's knowledge and consent which are attributable to Midas; hence it is disingenuous for Midas to now feign ignorance. In this regard, Mr Sithawalla relied primarily on the transcript of a meeting on 23 February 2016 which was attended by Hyun, Hashimoto, and Takeuchi ("the February Meeting"). In particular, Mr Sithawalla pointed to certain extracts of the transcript to show that the IAP Confirmation Documents in draft form were

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discussed at the meeting and that Hyun had actively participated in those discussions. Mr Sithawalla stresses that at no point in the transcript does Hyun appear to object to the contents of the IAP Confirmation Documents and hence must be taken to have endorsed them. As for Hashimoto's apology letter dated 21 December 2016, Mr Sithawalla points out that this was signed just days prior to Hyun filing his affidavit on behalf of Midas in these proceedings. Mr Sithawalla says that it can be inferred from this that the apology letter was prepared as an afterthought and that I should place no weight on it whatsoever.

15 Having carefully considered all the evidence and the arguments canvassed before me, I cannot say that Midas has a hopeless defence.

16 Midas' defence essentially involved distancing itself from the IAP Confirmation Documents by showing that these had been entered into by Hashimoto on a frolic of his own. In doing so, I note that Midas has not relied on bare assertions alone. Specifically, there is the apology letter from Hashimoto dated 21 December 2016 in which he disclaims having had any authority to execute the IAP Confirmation Documents on Midas' behalf. Mr Sithawalla emphasises the timing of the document to discredit it but I note that the 21 December 2016 apology letter makes specific reference to an *earlier* apology letter dated 20 May 2016 which has also been put in evidence and in which Hashimoto makes broadly the same statements about his lack of authority. In the circumstances, I am inclined to place *some* weight on the apology letters although I would state at this point that they do not in and of themselves allow me to summarily determine the issue of Midas' liability in favour of *Midas*. This is because there is no explanation from Hashimoto as to why or how he came to make the apology letters and, related to that, why he had signed the IAP Confirmation Documents in the first place. Without the relevant surrounding context to the making of the apology letters, it is difficult

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to weigh them with very much greater precision. Indeed, this must be seen in light of a further observation which I make at [18] below.

17 Mr Sithawalla also relied on the transcript of the February Meeting but I do not think that this is sufficient to show that Midas' defence was hopeless. Hyun has sought to explain away those parts of the transcript relied on by the Judgment Creditor by saying that he had stopped paying attention once the meeting moved on to discuss the contents of the IAP Confirmation Documents. He said this was because he understood those documents to involve only the interests of IAP and the Judgment Creditor but not Midas. I note that there is some support for this assertion in the transcript because, at one point, Hashimoto does preface his comments on what appears to be the IAP Confirmation Documents by saying that these had to do only with IAP and the Judgment Creditor and that "neither Midas nor [the Judgment Debtor] is a party concerned directly". Mr Sithawalla argues that it is simply implausible that Hyun, who is in fact a director of *both* IAP and Midas, would not have paid attention to what was discussed but, in the absence of cross-examination, I cannot confidently say that Hyun has put forward only a convenient excuse. I should also add here that it is unclear whether physical copies of the IAP Confirmation Documents in draft form had been handed out at the February Meeting, and particularly if Hyun had been provided with one. That might make it more difficult for Hyun to sustain his denial of knowledge of the IAP Confirmation Documents but Mr Sithawalla has very fairly conceded during oral submissions that there is no clear evidence in the affidavits filed by Takeuchi that drafts of these documents had been distributed at the meeting.

18 Indeed, to buttress Hyun's position above, Midas has further adduced the transcript of a subsequent meeting on 19 May 2016 ("the May Meeting"),

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which took place about two months after the IAP Confirmation Documents had been entered into by IAP and the Judgment Creditor. The May Meeting was between a director of the Judgment Creditor, Mr Shirayama ("Shirayama"), and Hyun who explains in his affidavit that this was the first time that he was made aware of the IAP Confirmation Documents. Indeed, I note that in response to a question from Shirayama as to whether Hyun knew that "a written document to the effect that IAP has a deposit of 127 million yen payable to [the Judgment Creditor] was exchanged between IAP and [the Judgment Creditor]", Hyun simply replied, "I don't know". The transcript further shows that Hyun had followed up with a series of questions on the contents of the IAP Confirmation Documents. In my view, this exchange between Hyun and Shirayama offers support for Hyun's claim that he did not concern himself with the IAP Confirmation Documents when it was initially brought up at the February Meeting. However, it would be premature to say that the transcript of the May Meeting puts to bed the issue of Midas' liability. This is because Mr Sithawalla has, on the other hand, referred me to several parts of that transcript for the entirely different purpose of showing that, by Hyun's own account, he had fully entrusted the running of IAP's business to Hashimoto. Mr Wong attempted in oral submissions to downplay Hyun's statements in this regard by saying that a wide range of matters had been canvassed at the meeting and that Hyun had only been speaking casually or loosely. However, in the absence of cross-examination and the full context surrounding the meeting, I cannot dismiss Mr Sithawalla's submissions out of hand. This means that there is at least some evidence on the face of the May Meeting transcript to contradict Hyun's affidavit evidence that IAP did not have *carte blanche* to deal with the monies deposited with it (see [13] above) and which adds more uncertainty as to why Hashimoto had issued the two apology letters (see [16] above).

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19 Having considered all the circumstances, I find that the state of the evidence before me is such that a summary determination of the issue of Midas' liability to pay the Monies to the Judgment Debtor would not be suitable. Importantly, it seems to me that Midas has cast sufficient doubt on the IAP Confirmation Documents as the central piece of evidence which the Judgment Creditor relies on to establish Midas' liability. There is some uncertainty over whether part of the Monies is in fact a debt "due or accruing due" from Midas to the Judgment Debtor. There is also, apart from Hyun's assertions on affidavit, documentary evidence in the form of Hashimoto's apology letters and the May Meeting transcript to suggest that what is stated in the IAP Confirmation Documents does not correctly reflect the true status of the Monies.

20 In this regard, I mention for completeness that Mr Sithawalla seeks to question the *bona fides* of Midas's defence, saying that it is "belatedly contrived" because Midas has not adduced any evidence to support its position that the Monies are being withheld pursuant to its contract with the Judgment Debtor (see [13] above). Mr Sithawalla says that if Midas is asserting a right of set-off against the Judgment Debtor, the court will require "extensive documentation" that such a right has been exercised, failing which the garnishee order will be made absolute. With respect, Mr Sithawalla has relied on cases which were decided after a full trial had been concluded (see *Lim Boon Kwee* and *Leads Engineering (S) Pte Ltd v Chin Choon Co (Pte) Ltd (personal representatives of the estate of Choo Kok Hoe, deceased, garnishee)* [2009] SGHC 53), and so would have involved quite different considerations in terms of proof. I am therefore unable to see how those cases assist him. Moreover, Hyun has repeated several times on affidavit that Midas has always contemplated commencing its own suit against the Judgment Debtor based on

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the latter's breach of their contractual arrangements. Hyun further elaborates that the reason why Midas has held back from doing so is because, after learning that the Judgment Creditor had obtained default judgment, Midas apprised the Judgment Creditor of its claim over the Monies which then led to discussions between the two parties. Hyun therefore states that it is the Judgment Creditor which has acted in bad faith by taking out these garnishee proceedings against Midas despite knowing full well that the Monies are disputed. In my view, these assertions and counter-assertions of bad faith merely reinforce my decision that a summary determination is not appropriate in the present circumstances.

21 In the premises, I order a trial in SUM 5729 to determine the issue of Midas' liability to pay the Monies to the Judgment Debtor. I will hear Mr Sithawalla on SUM 5728 in light of this decision.

Bryan Fang
Assistant Registrar

Moiz Sithawalla and Lau Yu Don (Tan Rajah & Cheah) for the judgment creditor;
Wendell Wong and Valerie Goh (Drew & Napier LLC) for the garnishee in HC/SUM 5729/2016.

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