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District Judge Vince Gui
17 October 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 278

District Court Originating Claim No. 244 of 2022
District Court Appeal No. 20 of 2025

Between

Dots N Tots Interior Pte Ltd

… *Claimant(s)*

And

(1) Liew Yew Lian
(2) LMG Design and Build Pte Ltd

… *Defendant(s)*

Counterclaim of the Defendants

Between

(1) Liew Yew Lian
(2) LMG Design and Build Pte Ltd

… *Claimant(s) in counterclaim*

And

Dots N Tots Interior Pte Ltd

… *Defendant(s) in counterclaim*

Version No 1: 04 Nov 2025 (10:13 hrs)

GROUNDS OF DECISION

[Contract] — [Oral Agreement]

[Contract] — [Duress]

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Dots N Tots Interior Pte Ltd
v
Liew Yew Lian and another

[2025] SGDC 278

District Court Originating Claim No. 244 of 2012
District Court Appeal No. 20 of 2025
District Judge Vince Gui
13, 14 November 2024; 26, 27 May; 8 August 2025

17 October 2025

District Judge Vince Gui:

Introduction

1 The Claimant employed the 1st Defendant to manage its renovation projects. Upon discovering that the 1st Defendant appointed his own company as a subcontractor for one of the renovation projects, the Claimant terminated his employment and asked the 1st Defendant to repay alleged losses arising from that appointment as well as outstanding loans. The Claimant alleged that the 1st Defendant entered into an oral agreement to repay the Claimant these monies and sued for the balance in this action.

2 The 1st Defendant, Liew Yew Lian, counterclaimed for:

(a) unpaid commission allegedly owing by the Claimant, claiming that he was entitled to 50% of the profits from the projects he managed; and

(b) reimbursements of the sums paid to the Claimant after the termination of his employment on the basis of duress.

3 The 2nd Defendant, LMG Design and Build Pte Ltd, a company owned by the 1st Defendant, also counterclaimed for payment of an invoice issued to the Claimant.

4 Having considered the evidence led at trial, I dismissed the Claimant's claims and partially allowed the Defendants' counterclaims. The Claimant has appealed against my decision. These are my written grounds.

Background facts

5 The Claimant first employed the 1st Defendant as a sales designer / commission agent pursuant to a letter of appointment dated 1 April 2016 (the "Letter of Appointment"). He was promoted to a Project Manager/Consultant subsequently and given the authority to enter contracts with third parties such as sub-contractors and customers.

6 Sometime in late 2021, the Claimant discovered that the 1st Defendant engaged the 2nd Defendant as a subcontractor to perform reinforced concrete works ("RC works") for projects located at 10A and 10B Jalan Grisek Singapore 419443 respectively (referred hereinafter as "10A Project" and "10B Project" respectively"). It took the view that the 1st Defendant's engagement of subcontractors (including the 2nd Defendant) caused the Claimant to suffer losses on these projects.

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7 During a meeting on 12 January 2022 at a coffee shop located at Lorong 29 Geylang ("12 Jan 2022 Meeting"), the Claimant's directors, Tommy Tan ("Tommy") and Richard Yea ("Richard") confronted the 1st Defendant.

8 On 18 January 2022, the Claimant terminated the 1st Defendant's employment.

9 On 19 January 2022, the Claimant demanded that the 1st Defendant pay outstanding loans in the sum of $200,836. At the 1st Defendant's request, the Claimant sent across a breakdown of this sum. The Claimant also deployed a debt recovery agent to recover this sum at the 1st Defendant's residence.

10 The 1st Defendant paid the following sums to the Claimant:

(a) $100,000 by cashier's order on 21 January 2022;

(b) $100,836 by cashier's order on 28 January 2022; and

(c) $80,000 by cheque on 24 February 2022.

Parties' claims and submissions

Claimant's claims

11 The Claimant claimed that the 1st Defendant's actions resulted in the 10A Project suffering $41,984.16 in losses for RC works and the 10B Project suffering $242,591.14 in losses for RC works, totalling $284,575.30. The Claimant claimed that the 1st Defendant orally admitted to the said losses and agreed to compensate the Claimant for the same, in consideration for the Claimant not suing the 1st Defendant.

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12 The Claimant claimed that, pursuant to the oral agreement, the 1st Defendant paid $80,000 to the Claimant on 24 February 2022, leaving an outstanding balance of $204,575.30 which was due and payable.

13 Further and/or in the alternative, the Claimant claimed that the 1st and 2nd Defendants caused the Claimant to suffer losses in the sum of $90,975.30 in respect of the said RC works for the 10A Project and 10B Project.

1st Defendant's counterclaim

Counterclaim for commissions/incentives

14 The 1st Defendant claimed that the Letter of Appointment entitled him to:

(a) commission based on 50% of the net profit made by the Claimant on various projects assigned and managed by the 1st Defendant; and

(b) a further 1% of the total contract amount assuming he achieved the monthly sales target of $60,000.

15 He claimed that various projects managed by him generated profits. Despite this, the Claimant withheld commissions and incentives that were due and owing totalling $491,397.

Reimbursement of $80,000

16 The 1st Defendant claimed that the sum of $80,000 was paid under duress. Richard made unlawful threats to the 1st Defendant at the 12 Jan 2022 Meeting as follows:

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(a) The Claimant would commence bankruptcy proceedings against the 1st Defendant.

(b) Richard was a member of gangsters.

(c) Richard said he was aware of where his family resided.

Reimbursement of $200,836

17 The 1st Defendant claimed that, in addition to the abovementioned threats, the Claimant appointed a debt recovery agent to make unlawful demands of the 1st Defendant and his family.

2nd Defendant's counterclaim

18 The 2nd Defendant claimed that the sum of $9,724.16 remained outstanding from an invoice dated 12 November 2021 issued in respect of services rendered to the Claimant.

Decision on the Claimant's claims

Conspiracy for losses in RC works

19 The Claimant initially pleaded and alleged that the 1st Defendant caused the Claimant to sustain losses on the 10A and 10B Projects. In closing submissions however, it no longer pursued its conspiracy claim. It appeared to have abandoned this head of claim.

20 In any event, the conspiracy claim had no merit. While it was undisputed that the 1st Defendant assigned RC works to the 2nd Defendant, the contracts and invoices disclosed by the Claimant showed that the RC works for the 10A and

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10B Projects were in fact profitable. Tommy admitted to this during cross-examination.[1]

21 I therefore dismissed this head of claim.

Breach of oral agreement to repay the sum of $284,575.30

22 The Claimant pleaded that the 1st Defendant orally agreed to bear the losses arising from the 10A and 10B Projects in the sum of $284,575.30. The 1st Defendant paid the Claimant the sum of $80,000 on or around 25 February 2022. The Claimant sued for the balance of $204,575.30.

23 The Claimant bore the burden of proving the existence of the alleged oral agreement. Based on the evidence, the Claimant failed to prove the alleged oral agreement. Apart from bare assertions of Tommy and Richard, the only evidence that it had adduced was the fact that the 1st Defendant paid them $80,000 which it contended was part payment of the sums due under the oral agreement. It argued that the 1st Defendant's pleaded case that he paid this sum under duress was not tenable.

24 The payment of $80,000 did not necessarily mean that the alleged oral agreement existed. The 1st Defendant explained during cross-examination that he was confronted by the Claimant's representatives on the losses sustained on the 10A and 10B Projects. Shortly after the Claimant terminated his employment, Richard demanded that he pay $80,000 first failing which he would sue him. Under pressure, he decided to pay the Claimant first.[2]

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1 Certified Transcripts ("CT"), 13 Nov 2024, 164(17-18) and 173(23-26).

2 CT, 27 May 2025, 57(20-22).

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25 Looking at these events, I was of the view that the 1st Defendant probably paid $80,000 under confusion and pressure rather than pursuant to any agreement. He believed that he was at fault for engaging the 2nd Defendant as a subcontractor without disclosure. He was given the false impression that the 10A and 10B Projects had sustained losses as a result. Fearing adverse repercussions, he complied with Richard's demand for him to transfer $80,000 to the Claimant first.

26 In my view, this transfer alone was insufficient to prove that the 1st Defendant had agreed to bear the sum of $284,575.30 — a vastly different sum. Payment of the former sum did not by itself amount to an admission of liability of the latter sum, in the absence of corroborative evidence. I found it hard to believe that the 1st Defendant would have agreed to bear the sum of $284,575.30 in the absence of credible evidence that the Claimant did sustain such losses.

27 I therefore dismissed this head of claim.

Decision on the 1st Defendant's counterclaims

Unpaid commissions/incentives

28 It was not disputed that the 1st Defendant was contractually entitled to commission based on 50% of the net profit made by the Claimant on various projects managed by the 1st Defendant.

29 Based on the documents (including contracts and invoices) disclosed by the Claimant, the 1st Defendant calculated as follows:

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(a) **632 East Coast Road:** Profit of $556,208.23 of which the 1st Defendant was entitled to $278,104.12.[3]

(b) **43 Sennett Terrace:** Profit of $309,055.58 of which the 1st Defendant was entitled to $154,527.79.[4]

(c) 21 Sunrise Way: Profit of $102,369.70 of which the 1st Defendant was entitled to $51,184.85.[5]

(d) 10A Jalan Grisek: Profit of $159,758.74 of which the 1st Defendant was entitled to $79,879.37.[6]

(e) 10B Jalan Grisek: Profit of $35,522.60 of which the 1st Defendant was entitled to $17,761.30.[7]

30 The Claimant did not specifically challenge these sums or calculations.

31 The Claimant's defence was that the projects were "not profitable" and in any event the 1st Defendant did not demand the unpaid commissions prior to the Claimant commencing the present lawsuit.[8] I rejected these assertions.

32 The Claimant failed to prove that the projects were not profitable. On the contrary, its *own* documents showed that the projects were in fact profitable. The statement of accounts for the projects adduced by the Claimant seeking to

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3 AEIC of the 1st Defendant, para 41.

4 AEIC of the 1st Defendant, para 39.

5 AEIC of the 1st Defendant, para 33.

6 Defendant's closing submissions, para 87 and AEIC of the 1st Defendant, para 29-31.

7 Defendant's closing submissions, para 87 and AEIC of the 1st Defendant, para 29-31.

8 Defence to Counterclaim, para 27.

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show that the projects were unprofitable turned out to be unreliable. Tommy revealed during trial that the statements of account were prepared by his staff who was not called as a witness. When cross-examined as to their veracity, Tommy had difficulty explaining the figures and could not confirm that they were accurate.[9] Regardless, the Claimant's statement of account showed that some of the projects were in fact profitable — which Tommy conceded at trial.[10]

33 The Claimant's argument that the 1st Defendant did not demand for payment of the unpaid commissions earlier lacked legal foundation. The Claimant cited no authority that would disbar a claimant of his legal entitlement by reason of some delay in bringing a claim or counterclaim. The Claimant was not alleging that the counterclaims have been time-barred. In any event, the 1st Defendant explained that he was not fully aware of the project financials as his "bosses" oversaw these matters.[11] He also explained that he had previously asked for the unpaid commission but was told that the projects were unprofitable.[12] When asked why he continued working for the Claimant, the 1st Defendant explained that he had other ongoing projects for which he received commission.[13]

34 I was aware that the amounts in his pleaded case were lower than the amounts advanced in his Affidavit of Evidence-in-Chief. I reproduce his pleaded case as follows:[14]

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9 CT, 13 Nov 2024, 65(29-31), 163(31-32), 166(16-19).

10 CT, 14 Nov 2024, 17(2-7), 24(20-31).

11 CT, 26 May 2025, 14(15-22), 15(14-17), 20(11-16).

12 CT, 26 May 2025, 14(26-29), 15(3-10), 18(19-22).

13 CT, 26 May 2025, 19(1-4).

14 Counterclaim (Amendment No. 2), para 2.

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Location	Contract Sum	Commission to Claimant	Commission Owed to 1D (50% of Net Profit)
632 East Coast Road	$650,000	20% of contract sum = $130,000	$65,000
43 Sennett Terrace	$600,000	20% of contract sum = $120,000	$65,000
21 Sunrise Way	$765,000	20% of contract sum = $153,000	$76,500
10A Jalan Grisek	$1,144,900	20% of contract sum = $107,000	$214,000
10B Jalan Grisek	$1,326,800	20% of contract sum = $248,000	$124,000
All the above properties and add 38 Poole Road and 41 Park Villa Terrace	38 Poole Road - $483,000 41 Park Villa Terrace - $250,000 Interior works of 10A/B - $170,000		+1% incentive of $53,897 for all the properties which aggregate value is $5,389,700
Total			**$491,397**

35 The 1st Defendant explained that when his pleadings were filed, he could only rely on the incomplete documents in his possession. His pleadings were

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drafted based on a "rough calculation".[15] It was only when the Claimant disclosed its contracts and invoices during these proceedings that he was able to piece together the true financial status of the projects.[16] That was also why the 1st Defendant pleaded "damages to be assessed" in the alternative.[17]

36 I accept the 1st Defendant's explanation that he only obtained a true and complete picture of the profitability of the projects when the Claimant disclosed the contracts and invoices in these proceedings. The Claimant led no evidence to show that these documents were in the 1st Defendant's possession. In fact, Tommy testified at trial that the 1st Defendant did not have the company's documents. He agreed that he could only rely on the Claimant's records to run his case.[18] This explains why he revised his claim in his Affidavit of Evidence-in-Chief.

37 While the pleadings deficiency was unfortunate, it was in my view not insurmountable. As the Court of Appeal recently held, while the general rule is that parties are bound by their pleadings and the court is precluded from deciding matters that had not been put into issue by parties, that is not an immutable rule. The court may permit an unpleaded point to be raised (and to be determined) if there is no irreparable prejudice caused to the other party at trial that could not be compensated by costs (*How Weng Fan and others v Sengkang Town Council and other appeals* [2023] 2 SLR 235 ("*How Weng Fan*") at [18] – [20]). In the present case, the Claimant did not suffer irreparable prejudice for several reasons.

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15 CT, 14 Nov 2024, 112(14-20).

16 Defendants' closing submissions, para 47.

17 CT, 14 Nov 2024, 19(2-20) and 112(27-29).

18 CT, 13 Nov 2024, 25(26-31).

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38 First, the 1st Defendant's revised claim was founded entirely on the Claimant's *own* documents. As the party in possession of all relevant financial records, the Claimant should have known at the outset the true profitability of its projects. It could not have been taken by surprise by calculations derived from its own documentation. The 1st Defendant was not expanding the scope of the projects claimed for, but merely recalibrating the claim sum based on the financial picture that emerged from the documents disclosed by the Claimant.

39 Moreover, there was no credible evidence to suggest that the Claimant's documents were incomplete or inaccurate. Tommy agreed during cross-examination that the documents disclosed by the Claimant should be "complete".[19] It was only when counsel for the 1st Defendant pressed him on the 1st Defendant's calculations that Tommy backtracked and suggested that the Claimant could have "misplaced" certain documents.[20] Counsel for the 1st Defendant invited him to make an application to produce any further documents.[21] Tellingly, the Claimant did not take up the opportunity.

40 Second, the Claimant was given ample opportunity to respond to the 1st Defendant's revised claim. In this regard, counsel for the 1st Defendant cross-examined Tommy extensively on the 1st Defendant's calculations. Apart from bare denials, Tommy provided no credible explanation or substantive rebuttal to challenge the veracity of the 1st Defendant's revised claim.[22]

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19 CT, 13 Nov 2024, 22(21-23).

20 CT, 13 Nov 2024, 123(27-31).

21 CT, 13 Nov 2024, 126(11-13). CT, 14 Nov 2024, 36(18-32).

22 CT, 13 Nov 2024, 121(27-32), 134(8-14), 141(12-16), 164(19-27), 176(20-32). CT, 14 Nov 2024, 29(7-9), 37(13-15).

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41 Third, the Claimant could have specifically challenged the 1st Defendant's revised claim but conspicuously failed to do so. In this regard:

(a) Its counsel did not cross-examine the 1st Defendant on his calculations, despite being expressly invited by the 1st Defendant's counsel to do so before the 1st Defendant took the stand.[23] Rather than engaging the 1st Defendant on his calculations, counsel for the Claimant baldly asserted that the projects were unprofitable.[24]

(b) The Claimant did not refute the 1st Defendant's revised claim when it was reiterated in his closing submissions. Even though parties were given the opportunity to file reply submissions, the Claimant chose not to file any.

42 For these reasons, it would not be fair and just to prevent 1st Defendant from relying on the documents disclosed by the Claimant to compute the profitability of the projects. The Claimant, as the party in control of all the relevant financial records, ought to have known from the outset what the true profit and loss position was based its comprehensive documentation. The information asymmetry placed the 1st Defendant in a disadvantageous position.

43 While the 1st Defendant should have amended its pleadings to reflect his revised claim, the revised calculations and claim could not have surprised the Claimant. It ought to have been intimately familiar with its own financial position. The Claimant's failure to challenge these revised figures through cross-examination or reply submissions despite ample opportunity to do so affirmed the accuracy of the 1st Defendant's calculations.

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23 CT, 13 Nov 2024, 177(13-18).

24 CT, 27 May 2025, 61(13-31).

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44 It is noteworthy that the 1st Defendant had in fact tried to amend his pleadings mid-way through trial but was unsuccessful as he failed to meet the stringent threshold of showing this was a "special case" under O 19 r 14(3) of the Rules of Court 2021. But on the authority of *How Weng Fan*, this should not be fatal to his case for the above reasons stated. The interest of justice demand that substance prevail over form where no prejudice was caused to the opposing party.

45 The aggregate sum of the revised claims was $581,457.43. I decided to confine the revised claims to the aggregate sum pleaded which was $491,397. The 1st Defendant further pleaded that he received $135,000 in advances leaving a balance of $356,397 payable by the Claimant.[25] Accordingly, I allowed this head of the counterclaim in the sum of $356,397. While the counterclaim exceeded the District Court limit of $250,000, s 54E(4) of the State Courts Act 1970 gave the District Court the jurisdiction to try the proceedings (*Autoexport & EPZ Pte Ltd (formerly known as AJ Towing (S) Pte Ltd) v TOW77 Pte Ltd* [2021] 4 SLR 1201 at [15] – [16]).

46 I turn now to discuss the remaining two heads of the 1st Defendant's counterclaim. As the 1st Defendant did not appeal against the dismissal of these counterclaims, I do not propose to delve too deeply into them.

Reimbursement of $80,000

47 The 1st Defendant alleged that he paid this sum under duress. He alleged that the Claimant appointed a debt recovery agent to make unlawful demands. He further alleged that Richard threatened to commenced bankruptcy proceedings against him. He further alleged that Richard mentioned that he was

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25 Counterclaim (Amendment No. 2), para 2.1.

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a gang member and that he knew where he stayed. He pleaded that the threats were made at the 12 Jan 2022 Meeting.

48 Economic duress is a legally recognised vitiating factor. In *Third World Development Ltd v Atang Latief* [1990] 1 SLR(R) 96, the Court of Appeal cited with approval the following dicta from the Privy Council decision (on appeal from Hong Kong) in *Pao On and others v Lau You Long and others* [1980] AC 614:

> Duress, whatever form it takes, is a coercion of the will so as to vitiate consent. Their Lordships agree with the observation of Kerr J in *Occidental Worldwide Investment Corporation v Skibs A/S Avanti* [1976] 1 Lloyd's Rep 293, 336 that in a contractual situation commercial pressure is not enough. There must be present some factor 'which could in law be regarded as a coercion of his will so as to vitiate his consent.' This conception is in line with what was said in this Board's decision in *Barton v Armstrong* [1976] AC 104, 121 by Lord Wilberforce and Lord Simon of Glaisdale — observations with which the majority judgment appears to be in agreement. In determining whether there was a coercion of will such that there was no true consent, it is material to inquire whether the person alleged to have been coerced did or did not protest; whether, at the time he was allegedly coerced into making the contract, he did or did not have an alternative course open to him such as an adequate legal remedy; whether he was independently advised; and whether after entering the contract he took steps to avoid it. All these matters are, as was recognized in *Maskell v Horner* [1915] 3 KB 106, relevant in determining whether he acted voluntarily or not.
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> …
>
> The commercial pressure alleged to constitute such duress must, however, be such that the victim must have entered the contract against his will, must have had no alternative course open to him, and must have been confronted with coercive acts by the party exerting the pressure: *Williston on Contracts*, 3rd ed, vol 13 (1970), section 1603.

49 In *Tam Tak Chuen v Khairul bin Abdul Rahman* [2009] 2 SLR(R) 240 at [22], the High Court held that the claimant must satisfy two elements to establish duress:

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(a) pressure amounting to compulsion of the will of the victim; and

(b) the illegitimacy of the pressure exerted.

50 In the recent case of *Oon Swee Gek & 2 Ors v Violet Oon Inc Pte Ltd & 2 Ors* [2024] SGHC 13, the High Court summarised the principles of law on economic duress as follows. The burden lies on the party seeking to rely on it to establish that (at [60]):

(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.

51 I was unable to find in favour of the 1st Defendant as these allegations were bare and unsubstantiated. It is curious why the 1st Defendant did not file a police report if he truly felt threatened the alleged words said. Further, I did not think the mere threat of commencing bankruptcy proceedings and engaging a debt recovery agent should constitute illegitimate pressure. It is commonplace for claimants to put respondents on notice of the prospect of legal proceedings when demanding payment. There was no reason for the 1st Defendant to feel threatened by that. It was entirely open to him to defend his rights in court.

52 Moreover, the 1st Defendant's testimony contradicted his pleaded position. During cross-examination, he said that the payment was made because

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of threats made at *the office premises* in *February 2022*.[26] This fresh allegation stood at odds with his pleaded case.

53 The 1st Defendant paid the Claimant $80,000 on 24 February 2022, more than a month after the threats were allegedly made. In the intervening period, there was no suggestion that the 1st Defendant had availed himself of his legal and legitimate options such as filing a police report or commencing a lawsuit. That the payment was made after substantial time had passed suggests that the 1st Defendant was not truly or gravely threatened by the alleged threats.

54 For these reasons, I found that the alleged pressure imposed by the Claimant was not illegitimate. It also did not amount to compulsion of the will of the 1st Defendant.

55 The 1st Defendant did not plead any other cause of action to justify recovering this sum. He might have a claim in unjust enrichment, but it is trite that unjust enrichment, including the unjust factor, must be pleaded. In any event, the 1st Defendant did not pursue such claim in the alternative.

56 I therefore dismissed this head of the counterclaim.

Reimbursement of $200,836

57 The 1st Defendant alleged that this payment was also made under duress. For the same reasons stated above, I am unable to find in his favour on this defence.

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[26] CT, 27 May 2025, 57(16-22).

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58 For completeness, I also found that the 1st Defendant failed to prove that he did not receive the loans that were allegedly advanced to him.

59 The Claimant adduced a loan report listing various sums advanced to the 1st Defendant during his employment totalling $200,836.[27] This loan report was extended to the 1st Defendant on his request. After reviewing this report, the 1st Defendant replied on WhatsApp on 19 January 2022 seeking to repay this sum *via* an instalment plan.[28] I should also point out that the 1st Defendant did not deny having taken out loans from the Claimant when the Claimant sought their repayment. He instead asked for details of the loans which the Claimant duly furnished. The 1st Defendant did not challenge the particulars furnished.

60 Having acknowledged the loans and repaid the same, the onus was on the 1st Defendant to lead evidence to show that the loans did not exist. He failed to do so. On the contrary, he conceded that the monthly advances he received were repayable to the company regardless of whether the projects he managed were profitable or not.[29] If the projects were profitable, he would receive his fair share of the profit. If the projects were not profitable, there was no reason for the company to be out of pocket for the "advances" as he was not supposed to draw a fixed monthly salary. Indeed, the 1st Defendant's own pleaded case admitted that he owed the Claimant at least $135,000 in "advances".[30]

61 I therefore dismiss this head of the counterclaim.

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27 Agreed Bundle of Documents ("AB") 167-170.

28 AB 232.

29 CT, 27 May 2025, 46(26-29).

30 Counterclaim (Amendment No. 2), para 2.1.

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Decision on the 2nd Defendant's counterclaim

62 The 2nd Defendant's counterclaim was for payment of an invoice issued by the 2nd Defendant to the Claimant dated 12 November 2021.

63 The Claimant's sole defence was that "no documents were disclosed by the 2nd Defendant regarding its counterclaim".[31]

64 In its closing submissions, 2nd Defendant submitted that the invoice was long disclosed *via* the *Claimant's list of documents*.[32] A copy of the invoice was exhibited in the Agreed Bundle of Documents comprising documents which parties agreed were authentic.[33] The said invoice was issued under the 2nd Defendant's letterhead to the Claimant in the sum of $9,724.16.

65 The Claimant did not file reply submissions to refute the submission. Specifically, the Claimant did not deny that the said invoice has not been paid.

66 In these circumstances, I awarded the counterclaim sum of $9,724.16 to the 2nd Defendant.

Conclusion

67 In summary, I dismissed the Claimant's claim.

68 As for the Defendants' counterclaims:

(a) I partially allowed the 1st Defendant's counterclaim in the sum of $356,397.

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31 Claimant's closing submissions dated 16 July 2025, para 193.

32 Defendant's closing submissions, paras 103-104.

33 AB 126. CT, 13 Nov 2024, 2(10-17).

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(b) I allowed the 2nd Defendant's counterclaim in the sum of $9,724.16.

69 The Defendants should be entitled to costs for prevailing in the lawsuit. On quantum, the Claimant proposed to pay $50,000 to the 1st Defendant and $6,000 to the 2nd Defendant. Its cost submissions were in my view fair, and I so ordered.

Vince Gui
District Judge

Yeo Hsien Yang, Shane Anthony (Invictus Law Corporation Practice) for the claimant and defendant in counterclaim;
Nandwani Manoj Prakash and Sameer Bin Amir Melber (Gabriel Law Corporation) for the defendants and claimants in counterclaim.

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