IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2025] SGHCR 36

Originating Claim No 40 of 2025 (Summons No 853 of 2025)

Between

Xiamen Tonghin Furniture Industries Co Pte Ltd

… *Claimant*

And

Goh Heng Tee

… *Defendant*

JUDGMENT

[Conflict of Laws — Foreign judgments — Defences — Breach of natural justice — Whether notice of proceedings was given — Whether service was properly effected]

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Xiamen Tonghin Furniture Industries Co Pte Ltd
v
Goh Heng Tee

[2025] SGHCR 36

General Division of the High Court — Originating Claim No 40 of 2025
(Summons No 853 of 2025)
AR Elton Tan Xue Yang
30 July, 23 September 2025

5 November 2025

AR Elton Tan Xue Yang:

Introduction

1 This concerns an application for summary judgment in an action on a judgment of the Intermediate People's Court of Xiamen City, Fujian Province (the "Xiamen Intermediate People's Court"). This is the second of two judgments of the Xiamen Intermediate People's Court rendered in this dispute. The first judgment of the Xiamen Intermediate People's Court was appealed by the defendant to the Higher People's Court of Fujian Province (the "Fujian Higher People's Court"). The Fujian Higher People's Court revoked the judgment and remitted the matter to the Xiamen Intermediate People's Court for a retrial. The retrial was conducted by a differently constituted panel of the Xiamen Intermediate People's Court, which delivered a judgment also in the

claimant's favour. This is the judgment that the claimant now seeks to have recognised and enforced.

2 The defendant, who resides in Singapore, resists recognition on the sole ground that the second judgment of the Xiamen Intermediate People's Court is impeachable for a breach of natural justice. He says that he was not properly served with process by the Xiamen Intermediate People's Court (there being no dispute between the parties that it is the Chinese court, rather than the parties, that serves the parties with notices of hearings and court documents). The Xiamen Intermediate People's Court, he contends, should have effected service through the means of the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the "Service Convention"), instead of sending the documents to his lawyer in China and by way of registered mail to his address in Singapore.

3 For the reasons that follow, I find that the defendant has failed to show a fair and reasonable possibility that he was not properly served with process by the Xiamen Intermediate People's Court. There is no basis to withhold the grant of summary judgment and, consequently, the recognition and enforcement of the judgment of the Xiamen Intermediate People's Court.

Background

4 The claimant, Xiamen Tonghin Furniture Industries Co Pte Ltd (the "Claimant"), is a Chinese company in the business of furniture making and sales.[1] The Claimant is effectively a family-owned company that was originally

[1] Statement of Claim dated 14 January 2025, para 1.

operated by one Mr Goh Ai Tong, before his death in 2013.[2] Formally, the Claimant is owned by Tiong Hin Engineering Pte Ltd ("Tiong Hin"), a Singapore company.[3]

5 After Mr Goh Ai Tong's death, his sons Mr Goh Swee Hin ("Mr Goh SH") and the defendant, Mr Goh Heng Tee (the "Defendant") decided to wind up the affairs of the Claimant.[4] As part of this process, it was decided that certain factories at No. 39 Xinchang Road, Haicang District, Xiamen City (the "Factories") belonging to the Claimant would be sold. According to the Claimant, the Defendant was appointed as the Claimant's "legal representative" to facilitate the sale of the Claimant's assets and subsequent distribution of the sale proceeds to the shareholders[5] (the Claimant explains that the position of a "legal representative" under Chinese law is akin to that of a director).[6] The Claimant alleges that the Defendant, as legal representative, had free rein to conduct the Claimant's affairs in Xiamen, including the sale of the Factories.[7]

6 Following the sale of the Factories between 2013 and 2014, the Claimant and Mr Goh SH came to the view that the Defendant had misappropriated the sale proceeds for himself.[8] Mr Goh SH and his other siblings commissioned an audit of the Claimant in early March 2019, but the Defendant used his control of the Claimant to obstruct the audit and refused to provide the Claimant's

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2 2nd affidavit of Mr Goh Swee Hin dated 28 March 2025 ("Goh SH's 2nd affidavit), para 4.

3 Goh SH's 2nd affidavit, para 5.

4 Goh SH's 2nd affidavit, paras 4 and 5.

5 Goh SH's 2nd affidavit, para 7.

6 Claimant's written submissions dated 23 July 2025, para 2.

7 Goh SH's 2nd affidavit, para 7; Claimant's written submissions dated 23 July 2025, para 3.

8 Goh SH's 2nd affidavit, para 8.

financial information and records.[9] On his part, the Defendant denies having misappropriated the sale proceeds or having obstructed the audit.[10]

7 On 8 October 2019, the Defendant was removed as legal representative of the Claimant and Mr Goh SH was appointed as legal representative in his stead.[11] According to the Claimant, Mr Goh SH then discovered upon further inquiries that the Defendant had misappropriated the sale proceeds.[12]

Commencement of proceedings in the Xiamen Intermediate People's Court

8 In 2019, the Claimant commenced proceedings in the Xiamen Intermediate People's Court against the Defendant and one Ms Xie Fangna ("Ms Xie"). I will refer to this as the "First Xiamen Proceedings".

9 In the initial round of parties' affidavits, the judgment of the Xiamen Intermediate People's Court in the First Xiamen Proceedings was not produced. For reasons that I will explain, I thought it important that I obtain a copy of the judgment and gave directions to this effect. I refer to the judgment of the Xiamen Intermediate People's Court, which bears the case number "(2019) Min 02 Min Chu No. 1135" and is dated 30 September 2022, as the "First Xiamen Judgment".[13] It was delivered by a panel of three judges, comprising Presiding Judge Zhang Shuibo, Judge Lin Qiaoling and Judge Chen Lulu. The judgment

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9 Goh SH's 2nd affidavit, para 9.

10 Defence dated 3 March 2025 ("Defence"), paras 11 and 13.

11 Goh SH's 2nd affidavit, para 10; Defence, para 15.

12 Goh SH's 2nd affidavit, para 10.

13 Goh Swee Hin's 5th affidavit dated 25 August 2025 ("Goh SH's 5th affidavit"), GSH-15; Tam Kin Man's 2nd affidavit dated 2 September 2025 ("Translator's 2nd affidavit), pp 53–68.

records the Defendant (and Ms Xie) as having been represented by a litigation attorney, Mr Bai Chongcheng ("Mr Bai") of Shanghai Juntuo Law Firm.

10 The claims and defences of the parties in the First Xiamen Proceedings, as well as the findings of the court, are all clearly set out in the First Xiamen Judgment. The Claimant sought, amongst other things, the Defendant's and Ms Xie's return to the Claimant of the sum of RMB 12,450,215.20 as well as accounting vouchers, accounting books, financial accounting reports and other accounting materials from November 2005 to September 2019. The Claimant alleged that following the sale of the Factories, repeated requests were made for the Defendant to transfer the sale proceeds to Tiong Hin. The Defendant verbally agreed to the transfer but in reality kept finding reasons to delay the transfer. Tiong Hin then commissioned an audit of the Claimant's finances but the Defendant refused to provide the necessary information. Tiong Hin then informed the Defendant that he should stop all the operations of the Claimant and cease activities. The Defendant was then removed as the Claimant's legal representative and Mr Goh SH appointed in his place. The Claimant subsequently discovered that the Defendant had transferred the sale proceeds to himself, Ms Xie and a company known as Xiamen Taixing Trading Co., Ltd. ("Xiamen Taixing"). Ms Xie, allegedly a finance staff hired by the Defendant, had assisted the Defendant in the transfer of the funds and also transferred part of the funds to herself. Xiamen Taixing was established by Ms Xie at the instructions of the Defendant and it received a purported loan from the Claimant, which was an effort by the Defendant to disguise his embezzlement of the Claimant's monies.

11 The Defendant denied having acted in a manner detrimental to the Claimant's interests or having obtained improper benefits during his tenure at the Claimant. He submitted that the Claimant's finances were properly

accounted for and that the money claimed to have been transferred to him was in fact used as the Claimant's operating expenses.

12 Ms Xie also denied the claims. She explained that she had been an employee of the Claimant from 2005 to October 2019. When it was inconvenient for the Defendant to make cash withdrawals from the Claimant's bank account, the Defendant would sometimes deposit the Claimant's reserve funds into Ms Xie's bank account and arrange for her to withdraw the funds and hand the cash over to the Claimant. Ms Xie's involvement therefore only involved the execution of the Claimant's will and directions. She promptly handed over the money to the Claimant after withdrawing it. These transactions were also reflected in the Claimant's records.

13 The Xiamen Intermediate People's Court took into account the documentary evidence put forward by the Claimant, including records of financial transactions between the Claimant, the Defendant and Ms Xie which the court found were relevant for the identification of the funds involved. The court also considered evidence submitted by Ms Xie, which included accounting vouchers, online bank payment receipts, bank customer receipts and statements of corporate current deposits. The court agreed with the Claimant's objection that the authenticity of Ms Xie's documents could not be confirmed, Ms Xie not having provided the originals for verification, and therefore did not accept her evidence.

14 The court observed that the Defendant, unlike the Claimant and Ms Xie, had not submitted any documentary evidence (although it is clear from the judgment that the Defendant gave oral evidence at the trial). In relation to part of the claimed sum (in the amount of RMB 455,000), the court found that there

was insufficient evidence to show that this amount had been transferred to the Defendant. It therefore rejected this part of the claim.

15 As to the remainder of the claimed sum (RMB 10,989,924.58), the court referred to Articles 147, 148 and 149 of the "Company Law of the People's Republic of China" (the "Company Law"), which set out the duties of directors, types of prohibited conduct and the consequences for non-compliance with these duties and obligations, including liability to make compensation. It held that the Defendant had, without the consent of the Claimant's shareholders, arbitrarily transferred the Claimant's funds to his personal account and that of Ms Xie. He had thereby damaged the Claimant's interests and bore responsibility for making compensation for the losses. The court rejected the Defendant's and Ms Xie's argument that they had used the Claimant's funds for its business activities, finding that they had not provided evidence of this and should bear the legal consequences of their failure to provide evidence. The court ordered the Defendant to return RMB 10,989,924.58 to the Claimant within ten days from the date of effectiveness of the judgment.

16 As for Ms Xie, the court ordered that she was to return RMB 812,000 to the Claimant and that she and the Defendant bore joint and several liability for her repayment of this sum (given that her transfer of these funds had been approved by the Defendant). This amount was likewise to be paid within ten days from the date of effectiveness of the judgment.

17 Finally, the court ordered the Defendant to return the Claimant's accounting vouchers and books, financial accounting reports and other accounting information from November 2005 to September 2019. It observed that the Defendant had admitted in court that these records were now held by others on his behalf. Given that the Defendant had been the Claimant's legal

representative and chairman during that period, he was responsible for the management of those records and should return them to the Claimant.

Appeal to the Higher People's Court of Fujian Province

18 Dissatisfied with the First Xiamen Judgment, the Defendant and Ms Xie appealed to the Fujian Higher People's Court. I refer to this as the "Fujian Appeal Proceedings". In the appeal,[14] the Defendant maintained that the monies had been used for the Claimant's operating expenses. He submitted that the Xiamen Intermediate People's Court erred in determining the flow of the proceeds paid by the buyer, and that the claimed amount had been paid by the buyer to the Claimant's shareholders in accordance with the Claimant's instructions, with Mr Goh SH himself receiving relevant funds. The Defendant further submitted that relevant financial vouchers of the Claimant were currently with the Defendant. The Claimant should have applied for those vouchers, and the Xiamen Intermediate People's Court should have arranged for the auditing of those vouchers rather than rely solely on the records of fund transfers from the Claimant to the Defendant.

19 The Fujian Higher People's Court delivered a judgment dated 30 October 2023 bearing the case number "(2023) Min Min Zhong No. 593" (the "Fujian Appeal Judgment").[15] The court was constituted by Presiding Judge Lin Xinyu, Judge Chen Xiaoxia and Judge Guo Shaomin. The Fujian Appeal Judgment reflects Mr Bai as the joint litigation attorney for the Defendant and Ms Xie.

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14 Goh SH's 2nd affidavit, pp 53–54.

15 Goh SH's 5th affidavit, GSH-16; Translator's 2nd affidavit, pp 26–28 and 70–72.

20 The judgment itself is relatively brief. The court held that the "basic facts ascertained in the original judgment were unclear".[16] It referred to Article 177, paragraph 1, item (3) of the Civil Procedure Law of the People's Republic of China (the "Civil Procedure Law"), which provides that where a People's Court of second instance finds that the original judgment is based on unclear facts and insufficient evidence, the second instance court is to reverse the original judgment and either remit the matter to the trial court for a retrial or render a new judgment after further ascertainment of the facts.[17] On that basis, the court revoked the First Xiamen Judgment and remitted the case to the Xiamen Intermediate People's Court for retrial.

Retrial by the Xiamen Intermediate People's Court

21 When the matter returned to the Xiamen Intermediate People's Court, it was heard by a differently constituted panel comprising Presiding Judge Wang Chi, Judge Shi Guang and Judge Chen Huilin. I refer to this as the "Second Xiamen Proceedings". On 27 August 2024, the court rendered a judgment bearing the case number "(2024) Min 02 Min Chu No. 249" (the "Second Xiamen Judgment").[18] The Second Xiamen Judgment is the subject of the present proceedings for recognition and enforcement.

22 As before, the Defendant and Ms Xie were the named defendants. It is not disputed that the Defendant did not appear before the Xiamen Intermediate People's Court. The Second Xiamen Judgment also does not reflect Mr Bai as litigation attorney for either of the defendants. The Xiamen Intermediate People's Court remarked as follows: "[The Defendant] … [was] legally

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16 Translator's 2nd affidavit, p 71.

17 Translator's 2nd affidavit, p 72.

18 Goh SH's 2nd affidavit, pp 33–49.

summoned by this court, but refused to appear in court to participate in the litigation without proper reasons. This court conducted the trial *in absentia* in accordance with the law. The trial of this case has now ended."

23 The claims against the Defendant and Ms Xie were identical to those in the First Xiamen Proceedings (see [10] above). Ms Xie, who defended the proceedings against her (it appears, without a litigation attorney), offered a defence in much the same terms as in the earlier proceedings. Ms Xie again offered evidence comprising the Claimant's accounting vouchers and books, financial accounting reports and other accounting materials (see [13] above). It appears that this time the Xiamen Intermediate People's Court accepted Ms Xie's evidence, finding that the records showed that Ms Xie had handed the Claimant's funds received by her to the Defendant, and that these transactions were recorded in the Claimant's general ledger and detailed accounts under the Defendant's name as repayments or accounts receivable.

24 The court found that under Articles 147 and 148 of the Company Law, the Defendant had an obligation of loyalty and diligence to the Claimant but had violated these duties by transferring the Claimant's funds to his personal account during his tenure. The court observed that in the First Xiamen Proceedings, the Defendant had argued that the funds transferred to him were used for company operations and were recorded in the company's account books, but the Defendant had not submitted corresponding evidence to prove these assertions. In this connection, the court held: "During the trial of this case, [the Defendant] refused to appear in court after being summoned, and did not submit any defense opinions or evidence. He should bear the legal consequences of failure to provide evidence. Therefore, [the Claimant's] request for [the Defendant] to return the money has factual and legal basis, and the court supports it."

25 On the amount to be returned by the Defendant, the court held (as the court in the First Xiamen Proceedings had (see [15] above)) that the sum of RMB 10,989,924.58 had been transferred from the Claimant's account to the Defendant's account and therefore had to be returned. As with the First Xiamen Judgment (see [14] above), the court rejected the Claimant's further claim for RMB 455,000, finding that the Claimant had not provided evidence to support its position that this amount had been transferred from the Claimant's account to an account belonging to the Defendant's son (one Mr Goh Weida).

26 As mentioned, the court accepted Ms Xie's evidence that the funds she received from the Claimant and their disposal thereafter were at the Defendant's instructions. It therefore held (unlike in the First Xiamen Judgment (see [16] above)) that the RMB 812,000 that had been transferred to her should be returned by the Defendant, and not jointly by the Defendant and Ms Xie.

27 Accordingly, the Defendant was found liable to return a total of RMB 11,801,924.58 to the Claimant. The Defendant was further ordered to pay a fee of RMB 5,000 originally paid by the Claimant in connection with its application for the preservation of the Defendant's property during the trial, as well as RMB 92,612 being part of the acceptance fee for the case. The total judgment sum in respect of the Defendant was therefore RMB 11,899,536.58 (the "Judgment Sum"). The court further ordered the Defendant to pay interest on the sum of RMB 11,801,924.58 (*ie,* the Judgment Sum excluding the preservation fee and acceptance fee) running from 25 October 2019 until the date of payment.

28 Finally, as regards the claim for the return of the Claimant's accounting records, the court held that the Defendant was obligated to return these records and that Ms Xie (while not herself being liable to return the records) should assist the Defendant in returning the records to the Claimant in a timely manner,

given Ms Xie's admission that she had borrowed and kept the accounting information from the Defendant from 2012 to 2019.

29 The Second Xiamen Judgment concluded with a direction that if dissatisfied with the judgment, the Claimant and Ms Xie could submit an appeal within 15 days from the date of service of the judgment, and the Defendant could submit an appeal within 30 days from the date of service of the judgment. Such appeal would be to the Fujian Higher People's Court.

Proceedings to recognise and enforce the Second Xiamen Judgment in Singapore

30 The Claimant commenced the present proceedings against the Defendant on 15 January 2025, seeking payment of the Judgment Sum pursuant to the Second Xiamen Judgment.

31 In his pleaded Defence, the Defendant does not dispute that the matter was reheard by a new panel of the Xiamen Intermediate People's Court,[19] and that he did not attend the Second Xiamen Proceedings. He also does not dispute that the Second Xiamen Judgment was a final and conclusive judgment on the merits, that the Xiamen Intermediate People's Court had jurisdiction, and the other requirements for recognition and enforcement for a foreign judgment in Singapore were met. His defence boils down to his position that the court notices and papers in relation to the Second Xiamen Proceedings were not served on him, with the result that he was unaware of the Second Xiamen Proceedings until the Claimant sought to have the Second Xiamen Judgment recognised and enforced in Singapore. This was in breach of the rule of natural justice that he should be afforded a reasonable opportunity to be heard before

[19] Defence, para 21.

the pronouncement of judgment by the foreign court. He therefore denies the effectiveness of the Second Xiamen Judgment.[20]

Initial round of factual and expert affidavits

32 On 28 March 2025, the Claimant filed an application for summary judgment for the same relief (HC/SUM 853/2025). This is the application before me. In its supporting affidavit, the Claimant rejects the Defendant's position that he had not been notified of the Second Xiamen Proceedings. According to the Claimant, the Defendant had submitted documents to the Chinese courts which confirmed his address and the method by which he was to be notified of proceedings. The Chinese courts had thereafter duly notified him of the proceedings, by sending notices of the proceedings to his address in Singapore at 85 Carpmael Road, Singapore 429820 (the "Carpmael Address").[21] In support of its position, the Claimant submits what appear to be postal notices for registered mail sent by the Chinese courts to the Defendant at the Carpmael Address.[22] I will elaborate on these records later.

33 The Defendant does not dispute that he resides at the Carpmael Address, or that the postal records show that the court documents in connection with the Second Xiamen Proceedings had been sent to the Carpmael Address by registered post. He simply takes the position that the postal records do not indicate that he had "personally received" the court documents or that the documents had been "collected by a 3rd party on [his] behalf". The facts are "unclear as to who had actually received and accepted delivery of the notices from the deliveryman". The Defendant avers that he "truly did not receive the

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20 Defence, paras 21(a)–(e) and 25.

21 GSH's 2nd affidavit, para 17.

22 GSH's 2nd affidavit, GSH-9.

relevant notices of the [Second Xiamen Proceedings] and was, therefore, unaware of the need to attend [the trial]".[23] His Chinese lawyer, Mr Bai, had not provided any signed acknowledgements "which would have indicated and served as proof of successful delivery of the notices".[24]

34 The parties' factual affidavits were accompanied by expert affidavits on Chinese law, which I now summarise.

35 The Claimant's expert was Mr Zhang Yongzhen of Fujian Xiangying Law Firm ("Mr Zhang").[25] Mr Zhang opined that the Defendant had in fact been given notice of the court hearing for the Second Xiamen Proceedings, pursuant to Articles 6 and 7 of the "Notice of the Supreme People's Court on Issuing Several Opinions on Further Strengthening the Work of Civil Service (Court Issue (2017) No. 19)" ("Several Opinions on Civil Service").[26] (To prevent any confusion, I should add that it is clear from the Several Opinions on Civil Service that the translated term "Civil Service" refers to service of process in civil cases.)

36 Articles 6 and 7 of the Several Opinions on Civil Service provide:[27]

> VI. The service address confirmed by the parties in the service address confirmation letter shall apply to the first instance procedure, the second instance procedure and the execution procedure. If a party changes the service address, it shall notify the People's Court in writing. If the party does not notify the court of the change in writing, the address confirmed by the party shall be the service address.

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23 Goh Heng Tee's reply affidavit dated 11 June 2025 ("Defendant's reply affidavit), paras 14–16 and 18.

24 Defendant's reply affidavit, para 17.

25 Affidavit of Zhang Yongzhen dated 16 July 2025 ("Zhang's expert affidavit").

26 Zhang's expert affidavit, para 13.

27 Goh SH's 2nd affidavit, pp 155–158.

> VII. If a civil litigation document is not actually received by the recipient because the party provides an inaccurate service address, refuses to provide a service address, or fails to notify the People's Court in writing of the change of the service address, the date on which the civil litigation document is left at the address shall be the date of service if the service is direct; if the service is made by mail, the date on which the document is returned shall be the date of service.

37 Mr Zhang explained that under Chinese law, it is the Chinese courts that (a) notify the parties of the hearing date, by way of hearing notices; and (b) effect service of court documents and papers. This would be done using the service address provided by the party.[28] In this regard, the Defendant had provided a service address to the Chinese court. The court notices had also been sent to his Chinese lawyer, Mr Bai.[29] Mr Zhang concludes that the Defendant had therefore been given notice of the hearing of the Xiamen Intermediate People's Court that led to the Second Xiamen Judgment.[30]

38 In Mr Zhang's view, given that the Second Xiamen Proceedings was a retrial after the matter was remitted to the Xiamen Intermediate Court following the revocation of the First Xiamen Judgment, the Second Xiamen Proceedings should be seen as a "continuation of the original legal proceedings".[31]

39 The Defendant's expert is Mr Zhu Lijun ("Mr Zhu") of Shanghai Jinxu Law Firm. The thrust of Mr Zhu's opinion is that the Xiamen Intermediate People's Court "made procedural errors in serving legal documents to [the Defendant]" and that since the documents were not served on him "in accordance with the law, the content determined by the legal documents is not

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28 Zhang's expert affidavit, paras 14–15.

29 Zhang's expert affidavit, paras 16 and 17.

30 Zhang's expert affidavit, para 18.

31 Zhang's expert affidavit, para 9.

effective against [the Defendant], and [his] litigation rights were improperly deprived".[32] According to Mr Zhu, the Xiamen Intermediate People's Court should have sent the documents to be served out of the jurisdiction to the Fujian Higher People's Court, for its onward transmission to the Supreme People's Court. The Supreme People's Court would then send the documents to the Ministry of Justice of the People's Republic of China (the "Ministry of Justice") for onward transmission to the Supreme Court of Singapore, which would then effect service on the Defendant within Singapore.

40 As Mr Zhu relies on several sets of Chinese rules and regulations in his opinion, I will first set out the relevant provisions before outlining how Mr Zhu reaches his conclusions. Mr Zhu first refers to Articles 271 and 283(1) of the Civil Procedure Law, which provide:[33]

> **Article 271**
>
> Where the international treaties concluded or acceded to by the People's Republic of China contain provisions that differ from those of this Law, the provisions of the international treaties shall apply, except for those to which the People's Republic of China has made reservations.
>
> **Article 283**
>
> For serving litigation documents on a party who has no domicile within the territory of the People's Republic of China, the People's Court may employ the following methods:
>
> (1) In the manner provided in the international treaties concluded or acceded to by the country where the person to be served resides and the People's Republic of China;
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> …

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32 Affidavit of Zhu Lijun dated 27 June 2025 ("Zhu's expert affidavit"), pp 74–75.

33 Letter to the Registry from Luo Ling Ling LLC dated 30 September 2025, Annex B (including translator's certificate at Annex C).

41 In the same vein, Mr Zhu refers to Articles 1, 2 and 6 of the "Several Provisions of the Supreme People's Court on Issues Concerning the Service of Judicial Documents in Foreign-related Civil or Commercial Cases (2020 Amendment)" ("Several Provisions on Service in Foreign-related Cases"), which state:[34]

> **Article 1**
>
> When trying foreign-related civil or commercial cases, the People's Courts *shall serve judicial documents to persons to be served who have no domicile within the territory of the People's Republic of China in accordance with these Provisions*.
>
> **Article 2**
>
> The judicial documents referred to in these Provisions include copies of the statement of claim, copies of the statement of appeal, copies of the counterclaim, copies of the statement of defense, subpoenas, judgments, mediation agreements, rulings, payment orders, decisions, notices, certificates, service receipts, and other judicial documents.
>
> …
>
> **Article 6**
>
> When serving judicial documents to a person to be served who has no domicile within the territory of the People's Republic of China, *if the country of the person to be served has concluded a judicial assistance agreement with the People's Republic of China, the service may be conducted in the manner stipulated in the judicial assistance agreement. If the country of the person to be served is a member state of the "Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters", the service may be conducted in the manner stipulated in the Convention.*
>
> *If the service is conducted in the manner stipulated in the international treaties* concluded or jointly acceded to by the country of the person to be served and the People's Republic of China, *the matter shall be handled in accordance with the "Provisions of the Supreme People's Court on Handling Requests for Judicial Assistance in Service of Judicial Documents, Investigation and Taking of Evidence in Civil and Commercial Cases in Accordance with International Conventions and Bilateral Treaties on Judicial Assistance"*.

[34] Zhu's expert affidavit, pp 81–82.

[emphasis added]

42 Article 6 of the Several Provisions on Service in Foreign-related Cases (reproduced above) refers to the "Provisions of the Supreme People's Court on Handling Requests for Judicial Assistance in Service of Judicial Documents, Investigation and Taking of Evidence in Civil and Commercial Cases in Accordance with International Conventions and Bilateral Treaties on Judicial Assistance (2020 Amendment)" ("Provisions on Handling Requests for Judicial Assistance in Service of Judicial Documents"). Articles 6 and 9 of the Provisions on Handling Requests for Judicial Assistance in Service of Judicial Documents provide:[35]

> **Article 6**
>
> The Supreme People's Court shall uniformly manage the international judicial assistance work of People's Courts at all levels nationwide. High People's Courts shall uniformly manage the international judicial assistance work of the People's Courts at all levels within their respective administrative regions and designate special personnel to be responsible. Intermediate People's Courts, Basic People's Courts, and specialised Courts authorized to accept foreign-related cases shall designate special personnel to manage international judicial assistance work. Where conditions permit, they may also designate a department to uniformly manage international judicial assistance work.
>
> …
>
> **Article 9**
>
> High People's Courts authorised by the Supreme People's Court may directly issue requests abroad for the service of civil and commercial judicial documents and the investigation and collection of evidence proposed by the People's Courts at all levels within their respective jurisdictions, in accordance with the Hague Service Convention and the Hague Evidence Convention.

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35 Zhu's expert affidavit, pp 86–87.

43 Mr Zhu next refers to the "Notice of the Supreme People's Court, the Ministry of Foreign Affairs, and the Ministry of Justice on Procedures for Implementing the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (Wai Fa [1992] No. 8)". Article 4 of this document sets out more details on the process of service of Chinese court documents abroad through the Service Convention:[36]

> **Article 4**
>
> If a Chinese court requests a member state of the Convention to serve civil or commercial judicial documents to citizens of that country, third-country citizens, or stateless persons, the relevant intermediate People's Court or specialized People's Court shall submit the request and the judicial documents to be served to the relevant higher People's Court for forwarding to the Supreme People's Court, which shall then send them to the central authority designated by that country through the Ministry of Justice. If necessary, the Supreme People's Court may also send them to the embassy of China in that country for forwarding to the central authority designated by that country.

44 Finally, Mr Zhu refers to the Treaty on Judicial Assistance in Civil and Commercial Matters between the People's Republic of China and the Republic of Singapore (28 April 1997), GN No T2/2001, Bilateral Treaty No B459 (ratified by Singapore 29 April 1998) ("Bilateral Treaty").[37] Articles 2, 3, 5, 7 and 9 of the Bilateral Treaty provide:

> **Article 2 Scope of judicial assistance**
>
> The judicial assistance to be provided by the Contracting Parties to each other in civil and commercial matters under this Treaty shall include:
>
> (1) Service of judicial documents;
>
> …
>
> **Article 3 Central Authorities**

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36 Zhu's expert affidavit, p 88.

37 Zhu's expert affidavit, p 89.

1. Unless otherwise provided in this Treaty, judicial assistance shall be provided through the central authorities designated or established by each Contracting Party.

2. The central authorities of the Contracting Party shall be responsible for notifying each other of the requests made under paragraphs (1), (2), and (4) of Article 2 of this Treaty and the results of the execution of such requests.

3. The central authority for the People's Republic of China shall be the Ministry of Justice, and for the Republic of Singapore shall be the Supreme Court. If one Contracting Party changes its central authority, it shall notify the other Contracting Party in writing through diplomatic channels.

Article 5 Execution

A request for the service of judicial documents shall be made by the requesting central authority in the form of a request for service. If the requested central authority is not the judicial authority of the requested Contracting Party, it shall transmit the said documents to the judicial authority for service to the party within the territory of the requested Contracting Party.

Article 7 Manner of execution

1. Judicial documents shall be served in the following manner:

(1) In accordance with the procedure provided for by the internal law of the requested Contracting Party for the service of documents in domestic actions upon persons within its territory; or

(2) In accordance with the particular manner requested by the requesting Contracting Party, unless such manner is incompatible with the law of the requested Contracting Party.

…

Article 9 Proof of service

The requested central authority shall, at the request of the requesting central authority, issue to the requesting central authority a certificate of service or attempted service by the judicial authority. The certificate shall include the following:

(1) A statement of the request and the judicial documents to be served;

(2) The name and title of the person who served or attempted to serve the documents and the manner, date, and place of service;

> (3) If the documents were not served, the reasons for non-service; and
>
> (4) Proof of the costs of service or attempted service.

45 From these provisions, Mr Zhu submits as follows:[38]

(a) Where a People's Court of the People's Republic of China seeks to serve court documents to a party without domicile in the People's Republic of China, it "shall do so" in accordance with international treaties concluded or jointly acceded to by China and the country where the party is located.

(b) In this regard, it is the Supreme People's Court that manages the international judicial assistance work of People's Courts at all levels nationwide, while the Higher People's Courts do so for People's Courts at all levels within their respective administrative regions. This encompasses requests for service of Chinese court documents abroad. Therefore, an intermediate People's Court is to submit any request for service of court documents abroad, together with the judicial documents to be served, to the relevant Higher People's Court. The Higher People's Court then forwards the request and documents to the Supreme People's Court.

(c) Under the Bilateral Treaty, the central authority designated by the People's Republic of China is the Ministry of Justice. Having received a request for service of court documents abroad, the Supreme People Court would send the request and documents to the Ministry of Justice. The Ministry of Justice then submits the request to the Supreme

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38 Zhu's expert affidavit, pp 72–73, para 5.

> Court of Singapore, as Singapore's designated central authority, for service to be effected by the Supreme Court of Singapore.

46 Mr Zhu's view is therefore as follows. In the context of the Second Xiamen Proceedings, the Xiamen Intermediate People's Court should have sent the court documents to be served on the Defendant to the Fujian Higher People's Court, for onward transmission to the Supreme People's Court. The Supreme People's Court would have then handed the documents to the Ministry of Justice for onward transmission to the Supreme Court of Singapore. Because this procedure was not followed – and the Xiamen Intermediate People's Court had instead sought to effect direct postal service on the Defendant in Singapore – the procedure adopted by the Xiamen Intermediate People's Court "violate[d] the Civil Procedure Law and judicial interpretations, as well as the [Bilateral Treaty], and therefore does not produce the legal effect of service".[39]

47 Mr Zhu's final observation is that the Second Xiamen Judgment had not identified Mr Bai as being the Defendant's litigation attorney (or litigation agent). From this, and from the fact that the First Xiamen Judgment and the Fujian Appeal Judgment had listed Mr Bai as the Defendant's litigation attorney, Mr Zhu's view is that the Defendant had not appointed Mr Bai to participate in the Second Xiamen Proceedings and Mr Bai could not receive legal documents on behalf of the Defendant.[40]

Further round of factual affidavits

48 Having reviewed the material and arguments before me, I considered that it was necessary for me to obtain a fuller and more detailed appreciation of

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39 Zhu's expert affidavit, p 74.

40 Zhu's expert affidavit, p 73.

the means by which the Defendant had allegedly been notified of all the proceedings against him, beginning with the First Xiamen Proceedings and ending with the Second Xiamen Proceedings, and precisely when those notifications had been issued to him. This would be essential to my assessment of whether the Defendant had been served with process, whether such service was in accordance with Chinese law and procedure, and ultimately whether he had – or should be regarded as having had – notice of the Second Xiamen Proceedings. I also thought it necessary for me to better understand the circumstances surrounding the Defendant's alleged non-receipt of the court notifications and documents sent by the Xiamen Intermediate People's Court to the Carpmael Address. In particular, I found it unclear from the Defendant's reply affidavit whether he was in fact aware who had signed the postal notices acknowledging receipt of the court documents, if this were not the Defendant himself. If he was not personally aware of who acknowledged receipt, it seemed logical that he should explain what, if any, efforts had been made to ascertain the identity of that person and what had been learnt. I therefore directed the parties to file supplementary affidavits to set out their respective positions.

49 As mentioned at [10] above, I also gave directions for a copy of the First Xiamen Judgment, as well as the Fujian Appeal Judgment (which likewise had not been placed before me), to be adduced. This was relevant given Mr Zhang's opinion that all three sets of proceedings should be understood as a whole (see [38] above). That required an appreciation of the arguments made before the court in the First Xiamen Judgment and the Fujian Appeal Judgment and the court's reasoning there. I have described those judgments in some detail at [9]–[20] above.

50 I now outline the key facts from the further round of factual affidavits.

Service of process for the First Xiamen Proceedings

51 The Claimant explained that at the commencement of the First Xiamen Proceedings in 2019, the Claimant had provided the Defendant's Chinese contact number, Singapore contact number and Singapore address to the Chinese courts, which was to notify the Defendant of the proceedings. According to the Claimant, there were multiple attempts by the Xiamen Intermediate People's Court to contact the Defendant in Xiamen, but these appeared to be unsuccessful.[41] Before me, counsel for the Claimant, Mr Kelvin Lee Ming Hui ("Mr Lee"), referred to several China Post records tracking registered mail sent by the court,[42] to show that the registered mail sent to the Defendant in Xiamen went undelivered.

52 Relevantly, the Xiamen Intermediate People's Court then effected service on the Defendant in Singapore through the means of the Service Convention. The evidence shows that the Supreme Court of Singapore received a letter from the Supreme People's Court on 12 November 2021, requesting service of documents in respect of the First Xiamen Proceedings. The Supreme Court of Singapore issued a letter of reply to the Supreme People's Court dated 13 December 2021, confirming that the attempt made by its process server to serve the documents on the Defendant had been successful.[43] The Supreme Court of Singapore enclosed a Certificate of Service pursuant to Order 65 of the Rules of Court (Cap 322, R5, 2014 Rev Ed)[44] and an affidavit of service,[45] both dated 13 December 2021:

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41 Goh SH's 5th affidavit, para 8.

42 Translator's 2nd affidavit, pp 74 to 80.

43 Goh SH's 5th affidavit, p 42.

44 Goh SH's 5th affidavit, p 43.

45 Goh SH's 5th affidavit, p 44.

(a) In the certificate of service, an Assistant Registrar certified that the service effected was in accordance with the law and practice of the Supreme Court of Singapore.

(b) The affidavit of service, which was affirmed by a process server of the Supreme Court of Singapore, stated that two attempts at service were made. When the process server attended at the Carpmael Address, he was informed by a female Chinese that the Defendant was "not in". Subsequently, on 30 November 2021, the process server effected personal service of the documents on the Defendant, who acknowledged receipt by signing on the documents. The documents served comprised "Civil Proceedings, Notice of Responding to Action, Summons, Notification on Collegial Panel Members and Clerk, Notice to Adduce Evidence in Civil Action, Confirmation of Address for Service and Method of Service, Notification on Address for Service and Method of Service, [and] Evidences and English Translations".

53 On his part, the Defendant took the position in his supplementary affidavit that he first came to be aware of the First Xiamen Proceedings when he was notified of them by Ms Xie sometime in October 2019. In May 2021, he informed one Chen Haifeng, a lawyer from Mr Bai's firm, of the proceedings and this led to the appointment of Mr Bai as his Chinese lawyer. According to the Defendant, Mr Bai had also obtained some further documents from the Xiamen Intermediate People's Court in June 2021.[46]

54 Before me, counsel for the Defendant, Mr Joshua Ho Jin Le ("Mr Ho"), did not dispute that process for the First Xiamen Proceedings were served on

[46] Defendant's supplementary affidavit, para 7.

the Defendant in Singapore through the modality of the Service Convention. I note that in his supplementary affidavit, the Defendant does not make any mention of such service by the Supreme Court of Singapore. This was notwithstanding the directions given for parties to explain what notifications concerning the First Xiamen Proceedings were given to the Defendant and/or his representative, when those notifications were given, who issued them and how they were issued.

Service of process for the Second Xiamen Proceedings

(1) Confirmation Notice signed by Mr Bai

55 As mentioned at [19] above, the Fujian Appeal Judgment was delivered on 30 October 2023. Mr Lee placed particular emphasis on a document titled "Confirmation of delivery address and delivery method" (the "Confirmation Notice").[47] At the hearing, he explained that this document had been obtained from the court file for the Second Xiamen Proceedings. The Confirmation Notice itself sets out several requirements to be satisfied by the recipient of the notice. I summarise the relevant requirements below:

(a) The recipient was to provide confirmation of the delivery address and delivery method within seven days of receiving the form for the Confirmation Notice. If the recipient refused to confirm the address for service, then Articles 8 and 9 of the Several Opinions on Civil Service would apply (*ie,* to enable the People's Court to determine the relevant address for service).[48]

47 Goh SH's 5th affidavit, p 57.

48 Goh SH's 2nd affidavit, pp 157 to 158.

(b) The delivery address and delivery method confirmed in the Confirmation Notice would be used for the "first instance, second instance and execution procedures" of the case. If the recipient sought to change the address or method of service, he was to notify the People's Court in writing.

(c) If the delivery address and contact information confirmed by the recipient was the address of his litigation attorney, the recipient was also to provide the delivery address of himself or other designated agent.

(d) If (*inter alia*) the recipient refused to provide the service address, or failed to promptly inform the People's Court of a change in service address, resulting in the litigation documents not actually being received by the recipient, then (i) if the People's Court adopted direct service, the date of service would be the date on which the litigation documents were left at the address; and (ii) if the People's Court made service by post, the date of service would be the date on which the litigation documents were returned.

(e) For direct delivery, this was to be made to the delivery address confirmed by the recipient. If the recipient refused to accept or refused to sign the delivery receipt, the litigation documents would be left at the delivery location, and the delivery process would be recorded by photos or video. This would be deemed as delivery. If delivery was made by mail, the date of refusal recorded on the mail delivery receipt would be the date of delivery.

56 The "Party" indicated on the Confirmation Notice was the Defendant. His litigation attorney was indicated as Mr Bai. Importantly, the delivery address (for both the Defendant and Mr Bai) was indicated as "Room 1103, No.

159, Zhaojiabang Road, Xuhui District, Shanghai 200032" ("Mr Bai's Address"). It is not disputed that this was Mr Bai's office address. The Confirmation Notice was signed by Mr Bai and dated 23 November 2023.

57 Mr Lee pointed out that while the document bore a header referring to the Fujian Higher People's Court, the date that Mr Bai signed the Confirmation Notice was 23 November 2023, which was *after* the date of the Fujian Appeal Judgment (*ie,* 30 October 2023).

(2) Notifications and documents sent to Mr Bai and the Defendant

58 Mr Lee brought my attention to a series of postal records concerning notifications and documents sent by the Xiamen Intermediate People's Court for the purposes of the Second Xiamen Proceedings. He brought me through these in chronological order and I summarise the salient aspects here.

59 The first is an EMS Worldwide Express Mail Service ("EMS") Court Delivery Mail Details Sheet, showing that a series of court notifications and documents were sent to Mr Bai at Mr Bai's Address on 11 June 2024 by the Xiamen Intermediate People's Court.[49] The case number stated on the mail details sheet was that of the Second Xiamen Proceedings (*ie,* "(2024) Min 02 Min Chu No. 249" (see [21] above)). The documents enclosed were:

(a) "Notice of Litigation Rights and Obligations";

(b) "Notice to Produce Proof (to notify the party) (Xie Fangna)";

(c) "Subpoena (to summon the party)";

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[49] Goh SH's 5th affidavit, pp 73 and 74.

(d) "Notice of Appearance (to notify the other party) (GOH HENG TEE, Chinese name: 吴星弟)";

(e) "Subpoena (to summon the parties) (GOH HENG TEE, Chinese name: 吴星弟)";

(f) "Notice of Collegial Panel Composition (to notify the party) (Xie Fangna)";

(g) "Notice to Produce Proof (to notify the party) (GOH HENG TEE, Chinese name: 吴星弟)";

(h) "Notice of Collegial Panel Composition (to notify the party) (GOH HENG TEE, Chinese name: 吴星弟)";

(i) "Confirmation of delivery address"; and

(j) "Notice of Appearance (to notify the other party) (Xie Fangna)".

60 The mail details sheet indicated that the documents had been delivered at the "Reception", which Mr Lee submitted must have meant the reception of Mr Bai's office. The mail details sheet also contained a signature in the field "Signature of recipient or collector". The Claimant also tendered copies of the documents addressed to the Defendant for the purposes of the Second Xiamen Proceedings, *ie,* the subpoena to the Defendant dated 1 June 2024, the "Notice of Appearance" dated 5 June 2024, the "Notice to Produce Proof" dated 5 June 2024 and the "Notice of Collegial Panel Composition" dated 5 June 2024.[50] For

[50] Goh SH's 5th affidavit, pp 62 to 70.

completeness, I note that the subpoena addressed to the Defendant required him to attend at 9 am on 7 August 2024 at Court No. 1 of the Xiamen International Commercial Court.[51]

61 Mr Lee next drew my attention to an EMS International (Regional) Express Mail waybill, showing that a set of documents was sent to the Defendant at the Carpmael Address on 25 June 2024.[52] The waybill reflected the Xiamen Intermediate People's Court as the sender, and the documents comprised a "Notice of Appearance", "Subpoena", "Notice of collegial panel composition", "Notice to produce proof", "Notice of litigation rights and obligations" and "Delivery address confirmation". The waybill contained a signature and an indication of "June 25" in the "Accepted by (signature)" field, although the "Receiver's name" field was left empty.

62 From a further EMS waybill, it appears that on 11 July 2024, the Xiamen Intermediate People's Court sent a "Notice of Change of Composition of Collegial Panel" to the Defendant at the Carpmael Address.[53] The waybill was also signed in the "Accepted by (signature)" field, together with the date "July 11, 2024". Based on a separate EMS Court Delivery Mail Details Sheet, it appears that the "Notice of Change of Collegial Panel Composition (to notify the party) (GOH HENG TEE (Chinese name: 吴星弟))" was also sent to Mr Bai, at Mr Bai's Address on 12 July 2024.[54] As before, the mail details sheet was signed in the "Signature of recipient or collector (signature)" field.

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51 Goh SH's 5th affidavit, pp 62 to 63.

52 Goh SH's 5th affidavit, pp 81 to 82.

53 Goh SH's 5th affidavit, pp 85 and 86.

54 Goh SH's 5th affidavit, pp 75 and 76.

63 As mentioned, the Second Xiamen Judgment was issued on 27 August 2024. Based on an EMS Court Delivery Mail Details Sheet, the Xiamen Intermediate People's Court sent a copy of the Second Xiamen Judgment to Mr Bai at Mr Bai's Address in August 2024 (the exact date is unfortunately not legible from the mail details sheet as it is obscured by several stamps).[55] This time, there was no signature in the field for "Signature of recipient or collector (signature)". Mr Lee points out, with reference to what appears to be an "Express mail return slip", that this mail was apparently returned to the post office.[56]

64 A copy of the Second Xiamen Judgment was also sent to the Defendant at the Carpmael Address. According to an EMS International (Regional) Express Mail waybill, the document was accepted and signed for on 29 August 2024.[57]

(3) Defendant's position on the person who acknowledged receipt at the Carpmael Address

65 On his part, the Defendant maintained that he had not been aware of the Second Xiamen Proceedings until after the Second Xiamen Judgment was rendered. He alleges that he only came to know of the Second Xiamen Proceedings when his Singapore lawyers informed him that the Claimant had commenced proceedings against him for the enforcement of the Second Xiamen Judgment.[58]

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55 Goh SH's 5th affidavit, pp 77 and 78.

56 Goh SH's 5th affidavit, pp 79 and 80.

57 Goh SH's 5th affidavit, pp 90 and 91.

58 Defendant's supplementary affidavit, paras 13 and 14.

66 As regards my directions for the Defendant to explain whether he is aware who signed the postal notices acknowledging receipt of the court documents sent to the Carpmael Address, the Defendant states that he is unaware of this. The Defendant claims that he has made enquiries of his family members and his domestic helper. None of them had signed the notices or were aware who had signed them. They are also unable to recognise the signature on the notices.[59]

Breach of natural justice as a defence to recognition and enforcement of a foreign judgment

67 It is settled law that if a foreign judgment is final and conclusive on the merits, then unless one of a limited set of defences applies, that judgment cannot be impeached for any error either of fact or law. This is justified on the basis that it is in the public interest that there should be an end to litigation (*interest reipublicae ut sit finis litium*), and that no one should be sued twice on the same ground (*nemo debet bis vexari pro eadem causa*) (*Dicey, Morris and Collins on The Conflict of Laws* (Lord Collins of Mapesbury gen ed) (Sweet & Maxwell, 16th Ed, 2022), vol 1 ("*Dicey, Morris & Collins*") at para 14-116). Locally, it has also been observed that international comity furnishes a justification for the restrictive approach of the common law toward the defences, and that many courts, including the Singapore courts, will generally treat foreign judgments with great respect (Yeo Tiong Min SC, *Commercial Conflict of Laws* (Academy Publishing, 2023) ("*Commercial Conflict of Laws*") at para 9.001).

68 Where a foreign judgment has been obtained in breach of the principles of natural justice, it will be denied recognition. In the seminal case of *Jacobson*

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[59] Defendant's 2nd supplementary affidavit dated 2 October 2025 ("Defendant's 2nd supplementary affidavit"), paras 6 to 10.

v Franchon (1927) 138 L.T. 386, Atkin LJ explained the expression "principles of natural justice" as follows (at 392):

> Those principles seem to me to involve this, first of all that the court being a court of competent jurisdiction, has given notice to the litigant that they are about to proceed to determine the rights between him and the other litigant; the other is that having given him that notice, it does afford him an opportunity of substantially presenting his case before the court.

69 The question of whether natural justice has been breached is fundamentally a question for the court of the forum. This means that the views of the foreign court on the question of whether the requirements of natural justice have been met are not determinative (*Paulus Tannos v Heince Tombank Simanjuntak and others and another appeal* [2020] 2 SLR 1061 ("*Tannos*") at [58]). Consequently, even if the foreign court has examined and dismissed a complaint that there has been a breach of natural justice, the court of the forum remains entitled to examine the question afresh and to make a contrary finding (*Commercial Conflict of Laws* at para 9.033).

70 A good example of the approach is found in *Tannos*. *Tannos* is an instructive decision that both parties relied on heavily before me and which I will therefore describe in some detail.

71 The appellants in *Tannos* were personal guarantors of a corporate debt. The creditor commenced a type of process under Indonesian law, known as "*Penundaan Kewajiban Pembayaran Utang*" ("PKPU"), against the corporate debtor and the appellants as guarantors. Under the PKPU process, a creditor may petition the court to make an order that temporarily suspends the debtor's repayment obligations, so that the debtor may propose a composition plan. If the debtor fails to propose a composition plan that is approved by a majority of creditors, this will lead to the making of a bankruptcy order. The creditor

attempted to serve notice of the PKPU proceedings on the appellants at their registered address at Depok, Indonesia. The proceedings were also advertised in a local newspaper with limited circulation. At the hearing before the Commercial Court of the Central Jakarta District Court, the debtor was represented by counsel, but neither the appellants nor their counsel were present. The court granted the application and ordered the parties to undergo interim debt rescheduling for 45 days to arrive at a composition plan agreeable to the creditors (the "PKPU Decision").

72 The appellants made their first appearance in the proceedings through their counsel at the three subsequent creditors' meetings. At the meetings, they complained, without gaining any traction, that they had not received notice of the PKPU application or the PKPU Decision. The meetings did not result in a successful composition plan and the court pronounced the corporate debtor insolvent and the appellants bankrupt. The respondents were appointed the receivers of the appellants' estate. The receivers then sought to have the Indonesian bankruptcy orders recognised and enforced in Singapore, where the appellants had property. The receivers obtained an *ex parte* order for the recognition of the bankruptcy orders and the appellants then sought to have it set aside. Their setting-aside application was dismissed by the High Court and they appealed.

73 The Court of Appeal first dealt with a preliminary issue of whether the appellants had legal recourse against the bankruptcy orders in Indonesia, which arose because the appellants argued that the orders were subject to pending appeals and judicial review applications. The Court of Appeal took the view that if recourse was being sought from the Indonesian courts, it would not be appropriate at that stage for the Singapore court to be commenting on the Indonesian process since any alleged violation of natural justice principles

might yet be corrected by the Indonesian courts; but if on balance, no such recourse was available, then the Court of Appeal would treat the bankruptcy orders as the "final word" from the Indonesian courts and assess the merits of their recognition accordingly (at [30]). On the evidence, the Court of Appeal found that it was not possible to conclude that there were avenues of legal recourse being pursued at the time. It remarked that the lack of any further development in the case for some time was especially telling, since it "suggest[ed] that there are in fact no appeals and applications pending before an appellate court" (at [40]).

74 As mentioned, one of the grounds raised by the appellants in opposition to the recognition proceedings in Singapore was that they had not been given proper notice of the PKPU application prior to the hearing where the PKPU Decision was made. The High Court judge had dismissed the setting-aside application without appearing to have considered the issue of service, having been satisfied by an observation that the appellants had participated in the PKPU proceedings after the PKPU Decision was made. The Court of Appeal found that this reasoning was flawed. It was irrelevant that the appellants had taken part in the creditors' meetings and the subsequent PKPU proceedings, since by that time the appellants no longer had the opportunity to register their protests against the initiation of the bankruptcy process and argue against the validity of the PKPU Decision (at [44] and [47]–[48]).

75 On the issue of service, the receivers contended that the Indonesian courts had considered the issue of service and made a finding that the requisite procedure for summoning the appellants was satisfied. They relied on a letter from the Chairman of the District Court to the High Court of Jakarta, in which the District Court took the position that the summons had been duly delivered

to the appellants' address. The Court of Appeal rejected the argument and held at [58]:

> Even if this letter could be regarded as the determinative view of the Indonesian court on the propriety of service, with respect, as the recognition court, we are not bound by the views of the foreign court on any question of whether the requirements of natural justice had been met. *The issue of whether a foreign judgment or order should be refused recognition or enforcement because of a breach of natural justice is a question for the recognition court alone to answer.* In *Jet Holdings Inc and others v Patel* [1990] 1 QB 335 at 345, the English Court of Appeal stated, in *obiter*, that logically the foreign court's views would be "neither conclusive nor relevant as to the propriety of its own proceedings". In Staughton LJ's view, if the English court considered that the foreign court had not observed the rules of natural justice, it should not have made any difference that the foreign court believed it had observed those same rules (at 345). We agree. *As the Indonesian Bankruptcy Orders were to be recognised in Singapore, it is for the Singapore court to be satisfied on the evidence that the manner in which the orders had been obtained complied with the core principles of natural justice.* …
>
> [emphasis added]

76 On the facts, the Court of Appeal found that there was evidence that service by registered mail had not been successful (at [53]). The receivers had relied on an agreement by the appellants for service to be effected by registered mail to their address in Depok. The Court of Appeal first observed that "[i]n general, service of process by registered mail even under our law would be regarded as valid so long as the summons is shown to have been properly posted to the recipient at the correct address for service". However, in this case, the courier service records showed that delivery of the legal documents to Depok had failed, with the reason stated being "incomplete address".

77 The receivers further sought to rely on the fact that the creditor had taken out an advertisement in a local newspaper to notify the appellants of the proceedings, in accordance with a provision in the Indonesian civil procedure

rules. Having regard to that rule, the Court of Appeal observed that it was apparent from the plain wording of the rule that this method of service (*ie,* advertisement) was not of general application but was reserved for cases where the defendants in question had no residence or place where they could be located and their location abroad was unclear. This did not apply to the appellants who clearly had a known registered address in Indonesia. Accordingly, the court was "not satisfied in all the circumstances that notice of the PKPU proceedings had been given to the appellants in accordance with Indonesia law" (at [56]). The Court of Appeal subsequently allowed the appeal.

78 The analysis in *Tannos* is instructive. I suggest that the following points emerge:

(a) It is for the Singapore court, as the court of the forum, to determine whether there has been a breach of the principles of natural justice such that the foreign judgment should not be recognised and enforced. Correspondingly, the view of the foreign court on this issue would not be authoritative. This does not mean that the status of proceedings in the foreign court is irrelevant. If recourse is being sought from the foreign court by the judgment debtor (such as by way of pending appeals and judicial review applications), then it may not be appropriate for the Singapore court considering the recognition and enforcement of the foreign judgment to comment on the foreign process, since any alleged violation of natural justice principles may yet be corrected by the foreign court. The court may consider the status of the foreign proceedings as a preliminary issue, before determining whether it is appropriate to go into the merits of the allegation of breach of natural justice.

(b) In determining if there has been a breach of natural justice because the judgment debtor has not been notified of the proceedings, the Singapore court will consider whether, according to the applicable foreign law on service of process, there has been proper service. The Court of Appeal in *Tannos* did so when it assessed whether the Indonesian civil procedure rule providing for advertisement in a newspaper was applicable (see [77] above). The question of whether service has been properly effected is intrinsically tied to the question of whether the judgment debtor should be taken as having had notice. As the Court of Appeal explained (at [9]), "[t]he issue of whether there was proper service of the PKPU summons thus assumes greater importance, because *if the application had been properly served on the appellants, the appellants cannot be heard to argue that they did not have the opportunity to attend and make their objections at the PKPU hearing*" [emphasis added].

This is, in my respectful view, entirely aligned with established principles in the wider common law. If a defendant has agreed, or is deemed to have agreed, to a particular method of service, and service is effected in accordance with the method of service to which it has agreed, then it is immaterial that the defendant did not receive actual notice; the defendant cannot complain if it did not receive actual notice (*Dicey, Morris & Collins* at para 14-162). In *Vallée v Dumergue* (1849) 4 Exch. 290, Alderson B. put the point as follows (at 303): "It is not contrary to natural justice that a man who has agreed to receive a particular mode of notification of legal proceedings should be bound by a judgment in which that particular mode of notification has been followed, even though he may not have had actual notice of them."

(c) Ultimately, even where regard is had to foreign law on service of proceedings, the Singapore court will finally decide the issue based on its "views of substantial justice" (to use the language in *Pemberton v Hughes* [1899] 1 Ch. 781 at 790). This can be discerned from the Court of Appeal's reference in *Tannos* to how service by registered mail even in Singapore would be regarded as valid so long as the summons was shown to have been properly posted to the recipient at the correct address for service (see [76] above). And as the English Court of Appeal in the seminal case of *Adams and others v Cape Industries Plc and another* [1990] 1 Ch 433 put it (at 559F–G), "the courts of this country must have regard to fundamental principles of justice and not to the letter of the rules which, either in our system, or in the relevant foreign system, are designed to give effect to those principles".

79 For completeness, I note that Article 22 of the Memorandum of Guidance between the Supreme People's Court of the People's Republic of China and the Supreme Court of Singapore on Recognition and Enforcement of Money Judgments in Commercial Cases (the "MOG"), which the Claimant cited,[60] states in similar terms that a judgment of the courts of the People's Republic of China may only be challenged in the Singapore courts on limited grounds. This includes where "the proceedings were conducted in a manner which the court of Singapore regards as contrary to the principles of natural justice", such as where "the litigant had not been given notice of the judicial proceedings or had not been given a reasonable opportunity to be heard". Article 23 further provides that the courts of Singapore will not review a Chinese judgment on the merits, and the judgment cannot be challenged on the ground that it contains an error of fact or law. It has been observed that while the MOG

60 Claimant's Bundle of Authorities dated 23 July 2025, Tab K.

is not a binding document, it is "an important contribution to inter-State enforceability, matching other like memoranda, and gives assistance to and confidence in ability to enforce a Singapore judgment in China" (*SK Lateral Rubber & Plastic Technologies (Suzhou) Co Ltd v Lateral Solutions Pte Ltd* [2020] 4 SLR 72 at [33]) – and, I suggest, also for Chinese judgments in Singapore.

My decision

Preliminary issue: Whether it is appropriate to assess the merits of the natural justice challenge at this stage

80 I first consider, as a preliminary issue and in accordance with the approach in *Tannos* (see [78(a)] above), whether it is appropriate at this stage for the Singapore court to consider whether there has been a breach of natural justice in the obtaining of the Second Xiamen Judgment. I find that it is appropriate for the court to do so. In his reply affidavit dated 11 June 2025, the Defendant averred that he intends to appeal against the Second Xiamen Judgment.[61] But there is no indication before me that he has actually taken action to do so. The Second Xiamen Judgment was delivered on 27 August 2024. As the Claimant observed in its supporting affidavit dated 28 March 2025, neither the Defendant nor his Chinese lawyers have taken action in the seven months since the Second Xiamen Judgment. At present, more than a year has elapsed since the release of the Second Xiamen Judgment.

81 In the Second Xiamen Judgment, the court indicated that if the Defendant was dissatisfied with the judgment, he was to submit an appeal within 30 days from the date of service of the judgment and appeal to the Fujian Higher

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61 Defendant's supplementary affidavit, para 11.

People's Court (see [29] above). Since then, the Xiamen Intermediate People's Court has certified that the Second Xiamen Judgment came into effect on 30 September 2024 (by way of a certificate titled "Proof of entry into force of legal instruments" dated 12 October 2024)[62] and issued an Execution Order to seal, seize and freeze property under the name of the Defendant pursuant to the Second Xiamen Judgment.[63] Even going by the Defendant's indication that he only came to be aware of the Second Xiamen Proceedings after his Singapore lawyers notified him of the present proceedings, it has been close to a year since then. On the evidence before me, I do not think it can be said that avenues of legal recourse are being pursued before the Chinese courts at this time. It is therefore appropriate for me to proceed to assess the merits of the Defendant's natural justice challenge to the Second Xiamen Judgment.

Whether there was proper service of process for the Second Xiamen Proceedings

82 I turn to the central issue of whether there was proper service of process in respect of the Second Xiamen Proceedings. If service had been duly effected on the Defendant and/or his legal representative, then the Defendant cannot be heard to say that he had no notice of them (see [78(b)] above).

83 As a starting point, there is no dispute that under Chinese law and procedure, it is the Chinese courts that notify the parties of hearings and carry out service of court documents. This was the position taken by the Claimant's expert, Mr Zhang, and nothing within the opinion of Mr Zhu, the Defendant's expert, spoke to the contrary.

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62 Goh SH's 2nd affidavit, pp 177 to 178.

63 Goh SH's 2nd affidavit, pp 173 to 175.

84 This leads into the question of what Chinese law requires in relation to service on a party who is located outside the People's Republic of China. During the hearing, I expressed the view to Mr Ho that nothing in the Chinese rules cited by Mr Zhu appear to mandate service by way of the Service Convention as the *only* permissible route to serve proceedings out of the jurisdiction. Mr Ho did not have any answer to this. Having closely reviewed the rules and legislation placed before me by both Mr Zhu and Mr Zhang, I am fortified in this view. It appears to me that there are at least two reasons why the materials do not support Mr Zhu's central thesis that the Xiamen Intermediate People's Court should have served the proceedings through the modality of the Service Convention, and that its failure to do so *ipso facto* meant that the Defendant had not been properly served as a matter of Chinese law.

85 First, the rules that Mr Zhu cites uniformly use the permissive "may" in describing the option of service abroad by way of the Service Convention:

(a) Article 283 of the Civil Procedure Law states that one of the modes of service of litigation documents on a party who has no domicile within the territory of the People's Republic of China that "may" be employed by a People's Court is in the manner provided in international treaties concluded between the country where the person to be so served resides and the People's Republic of China (see [40] above).

(b) Article 6 of the Several Provisions on Service in Foreign-related Cases stipulates that where the country of the person to be served has concluded a judicial assistance agreement with the People's Republic of China, service "may" be conducted in the manner stipulated in that agreement; and if the country of the person to be served is a member of

the Service Convention, then service "may" be conducted in the manner stipulated in the Service Convention (see [41] above).

86 Second, and crucially, these same sets of rules provide for *other means* by which a party located out of the jurisdiction may be served:

(a) Article 283 of the Civil Procedure Law[64] identifies several methods that may be employed by the People's Court to serve litigation documents on a party with no domicile within the territory of the People's Republic of China. Service in the manner provided in international treaties (under Article 283(1)) is only one of these methods. The other modes include:

> …
>
> (2) Deliver[y] through diplomatic channels;
>
> (3) With respect to a person to be served who is a national of the People's Republic of China, service may be entrusted to the embassy or consulate of the People's Republic of China accredited to the country where the person resides;
>
> (4) *Service on the litigation agent authorized by the person to be served in the case*;
>
> (5) Service on the sole proprietorship enterprise, representative office, branch, or business agent authorized to accept service established by the person to be served within the territory of the People's Republic of China;
>
> (6) Where the person to be served is a foreign national or stateless person who serves as the legal representative or principal responsible person of a legal person or other organization established within the territory of the People's Republic of China, and such legal person or organization is a co-defendant in the case, service may be made on that legal person or organization;

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64 Letter to the Registry from Luo Ling Ling LLC dated 30 September 2025, Annex B (including translator's certificate at Annex C).

> (7) Where the person to be served is a foreign legal person or other organization, and its legal representative or principal responsible person is within the territory of the People's Republic of China, service may be made on such legal representative or principal responsible person;
>
> (8) *Where the laws of the country where the person to be served is located permit service by mail, service may be effected by mail.* If no proof of service is returned after three months from the date of mailing, but circumstances sufficiently indicate that service has been effected, service shall be deemed completed on the date when the time period expires;
>
> (9) Service by electronic means that can confirm the recipient's acknowledgment, unless prohibited by the laws of the country where the person to be served is located;
>
> (10) *Service by any other method agreed to by the person to be served*, unless prohibited by the laws of the country where the person to be served is located.
>
> [emphasis added]

(b) In a similar vein, the Several Provisions on Service in Foreign-related Cases[65] provides:

> (i) If the country of the person to be served allows service by mail, the People's Court may serve the judicial documents by mail (Article 8).
>
> (ii) In addition to other prescribed methods of service, the People's Court may serve documents on the recipient through other appropriate means that can provide confirmation of receipt, such as fax or email (Article 10).
>
> (iii) When the People's Court serves judicial documents on (*inter alia*) a legal representative or litigation agent authorised to

65 Zhu's expert affidavit, pp 82 to 83.

> accept service within the territory of the People's Republic of China, the People's Court may use the method of leaving the documents at the relevant domicile (Article 12).

87 In short, service via the Service Convention does not appear to be the only permissible mode of service on a party without domicile within the territory of the People's Republic of China. Particularly relevant for present purposes, the Chinese laws and rules cited by Mr Zhu make it clear that service can also be effected (a) on the party's legal representative or litigation agent within the People's Republic of China; and (b) by mail where this is permitted by the laws of the country where the party to be served is located.

88 I return to this point in a moment, but to complete the picture I would add that *even assuming* Chinese law requires service of the proceedings by way of the Service Convention, it is reasonable to think that this *has* been done. In the First Xiamen Proceedings, which represented the initiation of legal proceedings between the parties in this dispute, the Xiamen Intermediate People's Court served process on the Defendant through the Service Convention. The request was made by the Supreme People's Court and service on the Defendant in Singapore was performed by the Supreme Court of Singapore on 30 November 2021 (see [52] above). The claims in the First Xiamen Proceedings were identical to those in the Second Xiamen Proceedings. The Second Xiamen Proceedings arose because of the appeal against the First Xiamen Judgment by the Defendant and the decision of the Fujian Higher People's Court to remit the matter to the Xiamen Intermediate People's Court for a retrial. Accordingly, if it were necessary, I would have agreed with Mr Lee (and Mr Zhang's opinion) that it is artificial to view the Second Xiamen Proceedings separately from the First Xiamen Proceedings and the Fujian Appeal Proceedings, and to insist on this basis that process for the Second

Xiamen Proceedings would have to be served on the Defendant via the Service Convention afresh. It seems illogical to view the Second Xiamen Proceedings as an altogether new and distinct set of proceedings that had to be "re-served" via the process of request through each country's central authorities under the Service Convention.

89 I return to the issue of the service effected by the Xiamen Intermediate People's Court, beginning with service on Mr Bai. In my judgment, it was entirely reasonable for the Xiamen Intermediate People's Court to think that service of court notifications and documents on Mr Bai would be appropriate and sufficient. Mr Bai represented the Defendant in the First Xiamen Proceedings and subsequently in the Fujian Appeal Proceedings. Critically, after the Fujian Appeal Judgment was delivered on 30 October 2023, Mr Bai signed the Confirmation Notice indicating that Mr Bai could accept service for the Defendant at Mr Bai's Address (see [56] above). The Confirmation Notice itself contained various reminders on the importance of promptly and accurately confirming the delivery address and delivery method (see [55(a)]–[55(e)] above).

90 As I mentioned to Mr Ho at the hearing, there would appear to have been no reason for Mr Bai to complete and sign the Confirmation Notice after the Fujian Appeal Judgment in this manner unless this was to inform the Chinese courts that service of subsequent proceedings should be effected on Mr Bai as the Defendant's litigation attorney. This would have been the natural understanding of the Chinese courts, not least because Mr Bai had represented the Defendant throughout the First Xiamen Proceedings and the Fujian Appeal Proceedings. That would also have been entirely in accordance with Chinese law and procedure, which permits service on a litigation attorney or legal

representative for a party who is otherwise domiciled abroad (see [86]–[87] above). I did not understand Mr Ho to have had an answer to this point.

91 Indeed, given that Mr Bai's office had apparently accepted service of various court notices and documents pertaining to the Second Xiamen Proceedings (see [59]–[60] and [62] above), there would have been no reason for the Xiamen Intermediate People's Court to think that there was any issue with such service. While it appears that Mr Bai's office returned the mail containing the Second Xiamen Judgment in late August 2024 (see [63] above), the judgment had already been rendered by that point. As to Mr Zhu's suggestion that the Second Xiamen Judgment had not identified Mr Bai as being the Defendant's litigation attorney (see [47] above), the fact of the matter was that Mr Bai did not appear at the retrial before the Xiamen Intermediate People's Court. If what Mr Zhu was really suggesting was that the Xiamen Intermediate People's Court did not regard Mr Bai as being the Defendant's litigation attorney or, more relevantly, as a representative of the Defendant on whom papers could be served, then that sits uneasily with both the Confirmation Notice signed by Mr Bai and the acknowledgement of receipt of the court documents by Mr Bai's office up until the issuance of the Second Xiamen Judgment.

92 Beyond service on Mr Bai, the Xiamen Intermediate People's Court went further to also send court notices and documents to the Defendant by registered mail at the Carpmael Address. As mentioned at [86]–[87] above, this appears to be permitted under Chinese law as long as the laws of the country where the person to be served is located permit service by mail. In this regard, I refer to the Court of Appeal's observation in *Tannos* (at [53]) that service of process by registered mail under Singapore law would be regarded as valid as long as the summons is shown to have been properly posted to the recipient at the correct address for service (see [76] above). On the facts of *Tannos*, the

courier service records showed that delivery to the appellants' address at Depok had failed because the address was incomplete. There are no such issues in the present case. Based on the postal records for the registered mail sent by the Xiamen Intermediate People's Court to the Carpmael Address (see [61]–[62] and [64] above), all of the registered mail was received and signed for. Accordingly, under Singapore law, the service by registered mail would be regarded as valid. On its part, the Xiamen Intermediate People's Court would also have had no reason to think otherwise, having regard to these postal records.

93 For the above reasons, I find that there was proper service of process pertaining to the Second Xiamen Proceedings, both as a matter of Chinese law and – ultimately – from our court's view of what substantial justice requires (see [78(c)] above). The Defendant should accordingly be taken to have received notice of the proceedings and cannot be heard to say otherwise. There has been no breach of natural justice in the obtaining of the Second Xiamen Judgment. As regards the Defendant's assertions that he is unaware who repeatedly received the documents at the Carpmael Address and repeatedly acknowledged receipt on the postal notices (see [66] above), that is a matter going toward the issue of actual notice of the proceedings which, for the reasons explained, it is unnecessary for me to further consider.

Conclusion

94 For the foregoing reasons, I order that summary judgment be entered against the Defendant in the terms of prayer 1 of HC/SUM 853/2025, save that the interest running from 25 October 2019 is only to be on the sum of RMB 11,801,924.58 (*ie,* the Judgment Sum excluding the preservation fee and

acceptance fee, as ordered in the Second Xiamen Judgment: see [27] above). I will hear the parties on costs.

95 Finally, I record my appreciation to Mr Lee and Mr Ho for their helpful submissions. I am especially grateful for their careful efforts in the further round of affidavits tendered upon my directions.

Elton Tan Xue Yang
Assistant Registrar

Kelvin Lee Ming Hui and Samantha Ong Xin Ying (WNLEX LLC)
for the claimant;
Joshua Ho Jin Le and Luo Ling Ling (Luo Ling Ling LLC)
for the defendant.