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

[2025] SGHC 183

Admiralty in Rem No 92 of 2021 (Summons No 2337 of 2025)

Between

Bank of America, N.A.,
Singapore Branch

… *Plaintiff*

And

Owner of the vessel "Ocean Goby"

… *Defendant*

And

(1) PetroChina International (Singapore) Pte Ltd
(2) Societe Generale, Singapore Branch
(3) Da Hui Shipping (Pte) Ltd (in creditor's voluntary liquidation)

… *Interveners*

Admiralty in Rem No 94 of 2021 (Summons No 2338 of 2025)

Between

Bank of America, N.A.,
Singapore Branch

… *Plaintiff*

And

Owner of the vessel "Ocean Jack"

… *Defendant*

And

(1) PetroChina International (Singapore) Pte Ltd
(2) Da Hui Shipping (Pte) Ltd (in creditor's voluntary liquidation)

… *Interveners*

GROUNDS OF DECISION

[Civil Procedure — Stay of proceedings]

TABLE OF CONTENTS

INTRODUCTION **1**

PROCEDURAL BACKGROUND **2**

DA HUI'S CASE **5**

PETROCHINA AND SOCGEN'S CASE **6**

DECISION **9**

THE APPLICABLE LAW 9

THE STAY APPLICATIONS 10

Whether there is a real risk of overlapping issues *10*

Whether the circumstances justified the exercise of discretion in favour of a case management stay *14*

(1) Advantages and disadvantages to each party 14

(2) Other relevant circumstances 16

CONCLUSION **18**

The "Ocean Goby" and another matter

[2025] SGHC 183

General Division of the High Court — Admiralty in Rem No 92 of 2021 (Summons No 2337 of 2025); Admiralty in Rem No 94 of 2021 (Summons No 2338 of 2025)
Kwek Mean Luck J
3 September 2025

15 September 2025

Kwek Mean Luck J:

Introduction

1 This decision relates to two summonses taken out to stay three applications for payment out of the sale proceeds of vessels paid into court:

(a) In HC/SUM 2337/2025 ("SUM 2337") filed in HC/ADM 92/2021 ("ADM 92"), Da Hui Shipping (Pte.) Ltd (in creditors' voluntary liquidation) ("Da Hui") opposed the payment out applications filed by PetroChina International (Singapore) Pte Ltd ("PetroChina") in HC/SUM 1804/2025 ("SUM 1804") and by Societe Generale, Singapore Branch ("SocGen") in HC/SUM 1987/2025 ("SUM 1987").

(b) In HC/SUM 2338/2025 ("SUM 2338") filed in HC/ADM 94/2021 ("ADM 94"), Da Hui opposed the payment out application filed by PetroChina in HC/SUM 2077/2023 ("SUM 2077").

2 SUMs 2337 and 2338 will be referred to collectively as the "Stay Applications", while SUMs 1804, 1987 and 2077 will be referred to collectively as the "Payment Out Applications". Da Hui sought a temporary case management stay of the Payment Out Applications, pending the final resolution of HC/ADM 93/2025 ("ADM 93/2025") and HC/ADM 94/2025 ("ADM 94/2025") and the re-ordering of priorities in HC/ORC 4935/2023 and HC/ORC 4946/2023.

3 After hearing the parties on 3 September 2025, I dismissed the Stay Applications. These are the full grounds for my decision.

Procedural Background

4 The Plaintiff in ADM 92 and ADM 94 is the Bank of America, N.A., Singapore Branch ("BofA"). BofA entered into a Facility Agreement with Da Hui and An Rong Shipping Pte Ltd ("An Rong") as joint and several borrowers. The loan was secured by mortgages over vessels owned by each borrower. This included Da Hui's vessel, the *Sea Equatorial*, and An Rong's vessels, the *Ocean Goby* and the *Ocean Jack* (the latter two vessels, collectively, the "Vessels").[1] Da Hui and An Rong were both part of a group of vessel-owning subsidiaries related to Ocean Tankers (Pte.) Ltd. and Hin Leong Trading (Pte) Ltd.[2]

---

1 1st Affidavit of Tam Chee Chong dated 27 April 2023 ("TCC's 1st affidavit") at para 5(e).

2 TCC's 1st affidavit at para 5(a).

5 Following a non-payment default by the co-borrowers, BofA issued an acceleration notice on 17 June 2020, declaring all outstanding amounts immediately due and payable. On 14 October 2020, the *Sea Equatorial* was sold by private treaty for US$21,447,121.86. After satisfying Tranche A of the Facility Agreement (which was structured into three tranches), a portion of the sale proceeds was applied towards Tranches B and C of the Facility Agreement, which were granted and/or utilised solely for the purpose of refinancing An Rong's vessels.[3]

6 In August 2021, BofA commenced ADM 92 and ADM 94, and arrested the *Ocean Goby* and the *Ocean Jack*. The Vessels were sold, with the proceeds paid into court.

7 PetroChina and SocGen intervened in ADM 92, asserting claims as cargo owners for mis-delivery. PetroChina also intervened in ADM 94, asserting its claim as cargo owner for mis-delivery.

8 On 20 April 2023, the court in ADM 94 determined the priority of claims against the sale proceeds of the *Ocean Jack*.

9 In April 2023, Da Hui filed HC/OA 418/2023 ("OA 418") and intervened in ADM 92 and ADM 94. In OA 418, Da Hui sought a declaration that An Rong was indebted to Da Hui in the sum of US$12,460,161.55, being Da Hui's claim in contribution against An Rong, and that Da Hui was entitled to be subrogated to any extinguished securities held by BofA under the Facility Agreement, including its mortgages over An Rong's vessels, the *Ocean Goby* and *Ocean Jack*.

---

[3] TCC's 1st affidavit at paras 5(h)–(i).

10 On 12 July 2023, PetroChina applied for payment out of court of the remaining sale proceeds of the *Ocean Jack* in ADM 94, pursuant to the priorities determined by the court on 20 April 2023. On 12 October 2023, Da Hui obtained an adjournment of PetroChina's application pending determination of OA 418, on certain terms. The priority of claims for ADM 92 was determined on 16 October 2023.

11 On 28 June 2024, the General Division of the High Court (the "High Court") dismissed OA 418; see *Da Hui Shipping (Pte) Ltd (in creditors' voluntary liquidation) v An Rong Shipping Pte Ltd (in liquidation) (Societe Generale, Singapore Branch and another, non-parties)* [2025] 4 SLR 816 ("*Da Hui (HC)*"). The court held that BofA's interests as mortgagee in the vessels had either been extinguished by operation of law, or been merged into the admiralty *in rem* causes of action BofA possessed as mortgagee and the judgments BofA had obtained in its actions *in rem*; *Da Hui (HC)* at [63]. Moreover, upon full repayment of BofA's outstanding debt from the Vessels' sale proceeds, BofA fell out of the pool of *in rem* claimants; *Da Hui (HC)* at [65]. The court also held that Da Hui was attempting (very late in the day) to steal a march on the other lower-ranking *in rem* claimants and the remedy of subrogation could be refused on grounds of public policy; *Da Hui (HC)* at [66].

12 Da Hui appealed against the High Court's decision in OA 418. On 23 June 2025, the Court of Appeal dismissed the appeal; see *Da Hui Shipping (Pte) Ltd (in creditors' voluntary liquidation v An Rong Shipping Pte Ltd (in liquidation) (Societe Generale, Singapore Branch and another, non-parties*) [2025] 1 SLR 998 ("*Da Hui (CA)*"). The Court of Appeal held that an *in personam* action like OA 418 was the incorrect procedural mode for asserting what is fundamentally a proprietary claim against the sale proceeds of a vessel held in an admiralty action *in rem*: *Da Hui (CA)* at [78].

13 Thereafter, on 24 June 2025, PetroChina wrote in to court to seek a hearing date for SUM 2077. On 25 June 2025, PetroChina filed SUM 1804. On 16 July 2025, SocGen followed on to file SUM 1987.

14 In the meanwhile, Da Hui wrote in on 30 June 2025 (in relation to ADM 94) and 2 July 2025 (in relation to ADM 92) to inform the court that it was considering its next steps and required time to appoint new solicitors following the resolution of *Da Hui (CA)*. On 8 August 2025, Da Hui commenced ADM 93/2025 and ADM 94/2025 against the sale proceeds of the *Ocean Goby* and the *Ocean Jack* respectively (the "Admiralty Actions"). Subsequently, Da Hui filed the Stay Applications on 19 August 2025 to stay the Payment Out Applications taken out by PetroChina and SocGen, pending the final resolution of the Admiralty Actions and the re-ordering of priorities.

Da Hui's case

15 First, Da Hui submitted that its application for a stay satisfies the factors set out in *Rex International Holding Ltd and another v Gulf Hibiscus Ltd* [2019] 2 SLR 682 ("*Rex International*").[4] There was a complete overlap and dependency of issues with the Admiralty Actions.[5] The dismissal of its *in personam* application in OA 418 did not, as a matter of law, bar Da Hui from pursuing its *in rem* remedy in the Admiralty Actions. Da Hui has to obtain a judgment *in rem* in these actions before it can ask the court to redetermine the priorities established in ADM 92 and ADM 94.[6]

---

4 3rd Intervener's Submissions for Stay of Proceedings dated 1 September 2025 filed in SUM 2337 ("Da Hui's submissions (SUM 2337)") at para 44.

5 Da Hui's submissions (SUM 2337) at para 45.

6 Da Hui's submissions (SUM 2337) at paras 32−33.

16 Second, if the stay is not granted and the proceeds are paid out to PetroChina and SocGen before the Admiralty Actions are determined, the *res* will be dissipated. Any judgment Da Hui subsequently obtains in the Admiralty Actions would be rendered practically unenforceable against the fund. In contrast, the prejudice to PetroChina and SocGen was minimal and entirely compensable.[7]

17 Third, the Court of Appeal in *Da Hui (CA)* had prescribed the procedural path for Da Hui to take.[8] It would be contrary to the interest of justice to foreclose the course of action which Da Hui had been directed to take.[9] Da Hui acted with expedition to commence the Admiralty Actions immediately after the conclusion of *Da Hui (CA)*. The stay would be for a short, finite period.[10]

PetroChina and SocGen's case

18 Both PetroChina and SocGen opposed Da Hui's application for a stay. While each filed its own written submissions, they made similar and overlapping arguments. I set them out jointly below.

19 First, *Da Hui (HC)* held at [67] that it is not possible for Da Hui to be subrogated to security already fully enforced and therefore spent in the hands of BofA. The High Court also disallowed Da Hui's prayer 3 in OA 418 seeking a declaration that Da Hui be entitled to subrogation (see [30] below), for reasons

---

7 Da Hui's submissions (SUM 2337) at paras 37–43.

8 Da Hui's submissions (SUM 2337) at paras 55–57.

9 Da Hui's submissions (SUM 2337) at para 48.

10 Da Hui's submissions (SUM 2337) at para 50.

of public policy, namely the unfair prejudice to other creditors in ADM 92 and ADM 94.[11]

20 Following the dismissal of Da Hui's appeal in *Da Hui (CA)*, *Da Hui (HC)* remains valid, and is final and conclusive on its merits. Da Hui sought to relitigate these issues through the Admiralty Actions, as seen from its Statements of Claim in the Admiralty Actions at paragraphs 20–21 and 24. The Court of Appeal did not reverse or overturn *Da Hui (HC)*. The issues that Da Hui sought to relitigate were hence *res judicata*.[12] The Court of Appeal also observed that Da Hui in OA 418 took the position that the remedy of subrogation to BofA's extinguished rights could not be treated as "a mortgage or charge on a ship" under s 3(1)(*c*) of the High Court (Admiralty Jurisdiction) Act 1961 (2020 Rev Ed) (the "HCAJA"); *Da Hui (CA)* at [73]–[74] and [76]. This is contrary to the position it now takes in the Admiralty Actions.[13]

21 Second, the owner of the Vessels, An Rong, is in liquidation. The permission of the court to commence the Admiralty Actions, as required under s 133(1) of the Insolvency Restructuring and Dissolution Act 2018 (2020 Rev Ed) ("IRDA"), had not been obtained by Da Hui. Hence the Admiralty Actions cannot justify the granting of stay.[14]

---

11 1st Intervener's Written Submissions for SUMS 2337 & 2338 dated 1 September 2025 ("PetroChina's written submissions (stay)") at para 6.

12 PetroChina's written submissions on stay at paras 6–9; 2nd Intervener's Written Submissions for SUM 2337 dated 29 August 2025 ("SocGen's written submissions (stay)") at paras 19–25.

13 PetroChina's written submissions (stay) at paras 10–12.

14 PetroChina's written submissions (stay) at paras 14–15; SocGen's written submissions (stay) at paras 12–18.

22 Third, Da Hui had not demonstrated that it would be entitled to reorder the determination of the priorities orders to justify the Stay Applications.[15] The Court of Appeal in *Da Hui (CA)* at [81] observed that a court will have to have regard to Da Hui's consistent conduct since it intervened in ADM 92 and ADM 94, balanced against the rights of PetroChina and SocGen as *in rem* judgment creditors, before deciding whether or not to re-order the priorities. Da Hui provided no materials to demonstrate otherwise on this point.

23 Fourth, there would be prejudice to PetroChina and SocGen, who commenced their action timeously, if the Stay Applications were granted.[16] SocGen commenced admiralty *in rem* actions on 17 June 2020 and obtained default judgment on 5 May 2023.[17] PetroChina obtained its default judgments in HC/ADM 88/2020 and HC/ADM 89/2020 on 5 July 2023.[18] This prejudice point was observed in *Da Hui (HC)* at [66].[19] To date, PetroChina and SocGen are the only interveners in ADM 92 and ADM 94 with judgment debts against the Vessels. They should not be deprived their fruits of litigation because Da Hui had failed to properly consider its position on the appropriate legal route to take for its claim against the sale proceeds.[20]

---

15 PetroChina's written submissions (stay) at paras 18–19.

16 PetroChina's written submissions (stay) at paras 16–19; SocGen's written submissions (stay) at paras 24–25.

17 SocGen's written submissions (stay) at para 24(a).

18 PetroChina's written submissions (stay) at para 16.

19 PetroChina's written submissions (stay) at para 17.

20 PetroChina's written submissions (stay) at paras 16−19.

Decision

The applicable law

24 The applicable law is well established and not in dispute amongst parties. The grant of a stay on case management grounds is "part of the court's exercise of its inherent jurisdiction to manage its own internal processes"; see *BNP Paribas Wealth Management v Jacob Agam and another* [2017] 3 SLR 27 ("*BNP Paribas*") at [32]; *Rex International* at [16]; *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 ("*Clarence Lun*") at [41].

25 In determining whether a case management stay ought to be granted, the court should engage in a balancing exercise of various factors. In *BNP Paribas*, the Court of Appeal outlined at [34] the following non-exhaustive factors:

> (a) which proceeding was commenced first;
>
> (b) whether the termination of one proceeding is likely to have a material effect on the other;
>
> (c) the public interest;
>
> (d) the undesirability of two courts competing to see which of them determines common facts first;
>
> (e) consideration of circumstances relating to witnesses;
>
> (f) whether work done on pleadings, particulars, discovery, interrogatories and preparation might be wasted;
>
> (g) the undesirability of substantial waste of time and effort if it becomes a common practice to bring actions in two courts involving substantially the same issues;
>
> (h) how far advanced the proceedings are in each court;
>
> (i) the law should strive against permitting multiplicity of proceedings in relation to similar issues; and
>
> (j) generally balancing the advantages and disadvantages to each party.

26 The Court of Appeal in *BNP Paribas* concluded at [35] by noting that:

> The above list of factors is not exhaustive. Ultimately, the grant of a limited stay of proceedings is a discretionary exercise of the court's case management powers. This discretion is triggered when there is a multiplicity of proceedings; and in exercising these powers, the court is entitled to consider all the circumstances of the case. The underlying concern is the need to ensure the efficient and fair resolution of the dispute as a whole.

The Stay Applications

Whether there is a real risk of overlapping issues

27 I started by considering whether there are overlapping issues. In *Clarence Lun*, the Court of Appeal reiterated at [44] its earlier observation in *Rex International* that "in order for case management concerns to be relevant at all, there must first be the existence or at least the imminence of separate legal proceedings giving rise to a real risk of overlapping issues".

28 At the hearing, parties submitted at length as to whether leave is required to commence the Admiralty Actions pursuant to s 133 of the IRDA. I did not find it necessary to come to a view on this issue because even if Da Hui was indeed required to seek leave to commence the Admiralty Actions, it would have been open to Da Hui to retrospectively seek leave to validate its actions. Further even if I were to accept that there are in existence or the imminence of separate legal proceedings, the key question arises as to whether the separate proceedings give rise to a "real risk of overlapping issues".

29 Da Hui claimed in the Admiralty Actions that it "is entitled, by the principles of equity and pursuant to Section 2 of the Mercantile Law Amendment Act 1856, to be subrogated to the rights and remedies held by

BofA".[21] However, the High Court in *Da Hui (HC*) had held that there was no such entitlement.

30 In OA 418, Da Hui sought among other things, the following prayer, which will be referred to as "Prayer 3"; see *Da Hui (HC)* at [3(c)]:

> a declaration that Da Hui was entitled to be subrogated to any extinguished securities held by BofA pursuant to the loan agreement, including BofA's mortgages over the An Rong Vessels.

31 In *Da Hui (HC)*, the High Court did not grant Prayer 3, holding:

> 58 … Having approached the question from first principles, I was of the view that such a remedy was not one that either the equitable doctrine of subrogation or s 2 of the MLAA could accommodate.
>
> 63 … it was plain that all of BofA's interests as mortgagee of the An Rong Vessels had either been extinguished by operation of law, or merged into the admiralty *in rem* causes of action BofA possessed as mortgagee and the judgments BofA had obtained in ADM 92 and ADM 94. In my view, there was hence *no proprietary interest* left to which Da Hui could succeed or be subrogated.
>
> 67 To sum up, I was not persuaded to grant Da Hui the declaration it sought by Prayer 3 of the application (see [3] above) as I did not think that it was possible for Da Hui to be subrogated to a security that had already been fully enforced and therefore spent in the hands of BofA …
>
> [emphasis in original]

32 Da Hui appealed against this decision. The Court of Appeal dismissed Da Hui's appeal in *Da Hui (CA)*. Da Hui contended during the hearing that the High Court in OA 418 had no power to decide these issues.[22] I did not accept this contention as there was no indication at all in *Da Hui (CA)* that the Court

---

21 Statements of Claim in ADM 93 and ADM 94 at para 20.

22 Notes of Evidence (3 September 2025) ("NE (3 September 2025)") at p 12 line 25 to p 13 line 12.

of Appeal had overturned or set aside in some other way the High Court's decision in *Da Hui (HC)*. The appeal was dismissed. Even though the Court of Appeal dismissed it on procedural grounds, this still means that the Court of Appeal left the High Court's decision in *Da Hui (HC)* standing. Da Hui has exhausted its avenues of appeal with respect to the holdings made in *Da Hui (HC)*.

33 PetroChina and SocGen submitted that as the High Court's decision in OA 418 is now final and binding, the issue relating to whether Da Hui can be subrogated is now *res judicata*. It is not necessary for me to make a finding on the issue of *res judicata*, for the purposes of Da Hui's Stay Applications. For a case management stay to be granted, Da Hui had to satisfy the court that the Admiralty Actions gave rise to "a real risk of overlapping issues" *vis-à-vis* the Payment Out Applications; see *Clarence Lun* at [44]. In light of *Da Hui (HC)*'s standing decision as set out above, which had decided on the premise of the Admiralty Actions, I found it difficult to say that there is a "real risk" of overlapping issues.

34 At the hearing, counsel for Da Hui accepted that the nature of the claims is fundamentally similar and the premise of the claims in OA 418 and the Admiralty Actions is the same.[23] However, it was submitted that there is still a difference because OA 418 pursued an *in personam* action against An Rong, whereas the claims in the Admiralty Actions are against the *res* in the Admiralty court. Be that as it may, these differences that Da Hui referred to arose from how Da Hui chose to litigate in OA 418, which the Court of Appeal in *Da Hui (CA)* pointed out was wrong. It did not change the fact that these are fundamentally similar claims based on the same premise. The premise had been

---

[23] NE (3 September 2025) at p 7 lines 24–28.

ruled on by the High Court in *Da Hui (HC)*, and the Court of Appeal left this decision standing in its ruling in *Da Hui (CA)*.

35 In light of this, in my assessment, it could not be said that there is a "real risk" of overlapping issues. On this basis alone, I found sufficient grounds to decline to grant a case management stay.

36 Da Hui sought to bolster their case by citing the Court of Appeal's observations in *Da Hui (CA)* at [81]. I was unable to agree with Da Hui that the Court of Appeal had prescribed the procedural path for Da Hui. In my view, the court in *Da Hui (CA)* was emphasising throughout the judgment, that Da Hui would have had to advance its case in an action *in rem* before it could have recourse to the *res*. The Court of Appeal was *not* saying what Da Hui should be doing, but instead, was pointing out *what Da Hui should have done*. This is apparent when the court's observations are read in full, instead of the selected *dicta* which Da Hui cited from [81]. The portions which Da Hui left out are in bold:

> **It was open to Da Hui to ask the court to defer making priority orders in respect of the balance sale proceeds by explaining that it would need time to proceed to judgment in an admiralty action *in rem* to seek a declaration that it was entitled to be subrogated to BOA's security interest. It did not safeguard its position at this vital moment by doing exactly that**. A judge looking at the facts and circumstances of this case will have regard to Da Hui's conduct consistently maintained since it intervened in ADM 92 and ADM 94, balanced against the rights of PetroChina and SocGen as *in rem* judgment creditors, before he or she decides whether or not to re-order the priorities.
>
> [emphasis added in bold]

37 It also appeared to me that even the portion that Da Hui chose to selectively cite, is more a remonstration of Da Hui's conduct and the difficulties it would face if re-ordering of priorities was considered, rather than a sanction

of the steps that Da Hui has now taken in the Admiralty Actions or to justify a stay of the Payment Out Applications. Da Hui's "conduct consistently maintained since it intervened in ADM 92 and ADM 94", which the court observed at [81], included Da Hui's decision not to safeguard its position at the vital moment. It also included the position taken by Da Hui's former solicitors that the remedy of subrogation to BofA's extinguished rights could not be treated as "a mortgage or charge on a ship" under s 3(1)(*c*) of the HCAJA. The approach taken by Da Hui in OA 418 was "obviously adopted to work around the position held by [Da Hui's solicitors] which was that Da Hui's claim for subrogation would not fall under s 3(1)(*c*) of the HCAJA"; *Da Hui (CA)* at [76]. Far from justifying a stay, it appeared to me that these very factors cited by the Court of Appeal worked against Da Hui's case for a stay.

Whether the circumstances justified the exercise of discretion in favour of a case management stay

38 For completeness, even if I had found a real risk of overlapping issues, I would have declined to grant a case management stay, having due regard to the circumstances of the case. In *BNP Paribas* at [34], the following were identified as relevant factors, amongst others: (a) which proceedings were commenced first; (b) the public interest; (c) how far advanced the proceedings are in each court; (d) generally balancing the advantages and disadvantages to each party.

(1) Advantages and disadvantages to each party

39 I first considered the advantages and disadvantages, or in other words, the relative prejudice to the parties. Da Hui submitted that it would be more prejudiced if the stay is not granted, since the *res* would be dissipated. In contrast, PetroChina and SocGen could be compensated monetarily for being

kept out of the sale proceeds pending the determination of the Admiralty Actions.

40 I took Da Hui's point that the *res* might be dissipated if a stay is not granted and that conversely, monetary compensation was available for PetroChina and SocGen. It had been on that basis that I earlier ordered an adjournment of ADM 94 on 12 October 2023, with a proviso that Da Hui would pay the interests on the sums due to PetroChina running as of 12 October 2023 and costs thrown away if Da Hui fails on OA 418. But I found that the weight of prejudice has shifted considerably since. Any prejudice or disadvantage that may be occasioned to Da Hui was a result of the course of action that it had chosen to undertake.

41 Notably, Da Hui had already obtained a stay of the payment out of the sale proceeds in ADM 94, for it to pursue its claim on OA 418. It was for Da Hui to decide how it would pursue its claim there. It was no fault of PetroChina or SocGen that the Court of Appeal found Da Hui to have taken the wrong approach and dismissed its appeal against the High Court's decision in OA 418.

42 Indeed, it is also pertinent that in hearing OA 418, the High Court regarded such prejudice to PetroChina and SocGen as a basis for refusing Da Hui's remedy of subrogation on the ground of public policy, holding at [66]:

> Leaving aside the legal implausibility of the outcome Da Hui sought to achieve, it was also plain as day that Da Hui was attempting (very late in the day) to steal a march on other lower-ranking *in rem* claimants who were looking to recover their judgment debts from the An Rong Vessels' residual sale proceeds (such as Petrochina and SocGen). The remedy of subrogation may be refused on grounds of public policy … and it goes without saying that the *fair* distribution of an insolvent debtor's assets to its creditors is a matter of high public policy. This was, in my view, yet another feature of this case that militated against subrogating Da Hui to BofA's spent mortgages.

> Simply put, I did not consider it fair to allow Da Hui the advantages of that remedy in the circumstances of this case.

43 While Da Hui claimed that the Admiralty Actions would be resolved in a matter of months, I agreed with PetroChina that such a contention was speculative and probably overly optimistic.[24] By way of reference, OA 418 was commenced on 24 April 2023 and was finally resolved some two years later by *Da Hui (CA)* on 23 June 2025. PetroChina had filed for permission to intervene in the Admiralty Actions and in that light, the default judgment applications taken out by Da Hui would likely be contested. One might reasonably expect the Admiralty Actions to take a comparable amount of time to resolve.

44 Therefore, although Da Hui may be disadvantaged if the Stay Applications were not granted, I assessed that whatever prejudice or disadvantage that Da Hui may suffer would be entirely self-inflicted. Such prejudice would also not outweigh the prejudice suffered by PetroChina and SocGen occasioned by yet another delay to their fruits of litigation.

(2) Other relevant circumstances

45 I would add that the higher order concerns cited by the Court of Appeal in *Tomolugen Holdings Ltd and another v Silica Investors Ltd and other appeals* [2016] 1 SLR 373 ("*Tomolugen*") weighed against Da Hui. At [188], the court stated:

> … The court must in every case aim to strike a balance between three higher-order concerns that may pull in different considerations: first, a plaintiff's right to choose whom he wants to sue and where; second, the court's desire to prevent a plaintiff from circumventing the operation of an arbitration clause; and third, the court's inherent power to manage its

[24] NE (3 September 2025) at p 11 lines 13–18.

> processes to prevent an abuse of process and ensure the efficient and fair resolution of disputes …

Even though these higher order concerns were articulated in the context of a stay application in favour of arbitration, two of the higher order concerns, *viz*, a plaintiff's right to choose and the court's objective to ensure efficient and the fair resolution of disputes, are of general relevance in assessing whether to grant a case management stay.

46 In this case, Da Hui had a right to choose who, how and where it wanted to sue. It did so in OA 418. It has already had that opportunity to make that choice. There is nothing in *Tomolugen* that says that a plaintiff has a right to choose again a second time, if it got the first time wrong.

47 In addition, the court, in assessing a stay application, also has to ensure "the efficient and fair resolution of disputes". This is the second higher order concern flagged in *Tomolugen*. It was undisputed that both PetroChina and SocGen were timeous in their intervention and Da Hui was very late in the day. This was observed by both the High Court in *Da Hui (HC)* (at [66]) and the Court of Appeal in *Da Hui (CA)* (at [81]).

48 Relating back to the factors articulated in *BNP Paribas* (see [38] above), it was undisputed that the Payment Out Applications were commenced first and, in so far as the Payment Out Applications represent the final step of PetroChina and SocGen's *in rem* claims against the Vessels, are at a far more advanced stage than the Admiralty Actions, which Da Hui had just commenced.

49 In the circumstances, I found that it would be grossly unfair to PetroChina and SocGen to deny them finality and the fruits of their litigation,

due to mistakes which they did not make, after having already waited for Da Hui for over two years to determine OA 418.

50 Therefore, even if there had been a real risk of overlapping issues, I would have declined to exercise my discretion to grant the Stay Applications.

Conclusion

51 Having found no real risk of overlapping issues, I dismissed SUMs 2337 and 2338. In any event, I would have declined to grant the Stay Applications, taking into account the circumstances of the case. As it stood, both considerations fortified my decision to decline the Stay Applications.

Kwek Mean Luck
Judge of the High Court

The plaintiff absent;
The defendant absent and unrepresented;
Tan Poh Ling Wendy, Kelley Wong Kar Ee and Xu Hongli Terry (Morgan Lewis Stamford LLC) for the first intervener in ADM 92 and ADM 94 of 2021;
Jonathan Lim Shi Cao and Choi Yee Hang Ian (Resource Law LLC) for the second intervener in ADM 92 of 2021;
Tan Hui Tsing, Mathiew Christophe Rajoo, Probin Stephan Dass, Ng Jun Jie Justin and Ng Jin Wei (DennisMathiew) for the third intervener in ADM 92 of 2021 and the second intervener in ADM 94 of 2021.