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

[2025] SGHC 203

Registrar's Appeal from the State Courts No. 13 of 2025

Between

Homee Pte Ltd

… *Appellant*

And

Hah Biang Kian Terence

… *Respondent*

JUDGMENT

[Civil Procedure — Judgments and orders — Setting aside regular default judgment]

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Homee Pte Ltd
v
Hah Biang Kian Terence

[2025] SGHC 203

General Division of the High Court — Registrar's Appeal from the State Courts No. 13 of 2025
Choo Han Teck J
6 October 2025

15 October 2025

Choo Han Teck J:

1 Homee Pte Ltd ("Appellant") runs a student hostel business. They rented a property ("Property") from Liow Lee Lan ("Liow") for a period of 24 months commencing on 8 August 2023. On 18 March 2024, Liow served a three-month termination notice on the Appellant, under cl 5(i) of the tenancy agreement ("TA"). Liow then sold the Property on 2 May 2024 to Han Biang Kian Terence ("Respondent"), subject to the remaining duration of the TA. The Respondent served a notice of termination dated 20 May 2024 on the Appellant for non-payment of rent. The termination was disputed by the Appellant. On 3 June 2024, the Respondent commenced DC/OC 869/2024 ("Main Suit") against the Appellant for, amongst other claims, vacant possession, outstanding rent and double rent for holding over.

2 The Appellant did not file a Notice of Intention to Contest in the Main Suit. The Respondent then obtained default judgment on 21 August 2024. Damages were assessed on 14 February 2025 and enforcement measures were taken on 23 April 2025. The Appellant applied in DC/SUM 803/2025 ("SUM 803") on 30 April 2025 to set aside the default judgment. Their application was dismissed. This is their appeal against the District Judge's ("DJ") decision.

3 In the court below, the DJ correctly relied on the principles set out by the Court of Appeal in *Mercurine Pte Ltd v Canberra Development Pte Ltd* [2008] 4 SLR(R) 907 ("*Mercurine*") for setting aside default judgments. The court in *Mercurine* at [95] held that, where a regular default judgment is sought to be set aside, the test is whether the defendant can show a *prima facie* defence that raises triable or arguable issues.

4 The DJ found that the Appellant raised no triable issues, and that the delay in bringing the SUM 803 was fatal to the application. The DJ found that there were no triable issues because he was of the view that the non-payment of rent by the Appellant entitles the Respondent to terminate the TA. With respect, I am of the view that there are triable issues, especially regarding the right of the Respondent to terminate the TA before the notice period had elapsed. The Appellant relies on the effect of cl 5(i) of the TA. For ease of reference, cl 5(i) of the TA is reproduced here:

> **ENBLOC RE-DEVELOPMENT/SALE**
>
> In the event of Enbloc Redevelopment or sale by private treaty, the Landlord shall be at liberty by giving three (3) months notice in writing to determine the tenancy hereby created and shall refund the deposit to the tenant without interest. Neither party shall have any claims against the other.

5 It seems that when Liow terminated the lease pursuant to cl 5(i) of the TA, the deposit should have been refunded to the Appellant. However, on the

Version No 1: 15 Oct 2025 (09:32 hrs)

Respondent's own evidence, the security deposit was still in his possession. If the Respondent, by virtue of him taking over the TA, was contractually required to return the security deposit, then the legal implications of that should be examined in full at trial.

6 Next, I also, with respect, disagree with the DJ's finding that the delay in bringing the application was fatal to the application. The learned DJ inferred that the Appellant adopted a nonchalant attitude toward the situation because the Appellant's director explained that he came to know about the court proceedings on 21 October 2024 and contacted lawyers thereafter, and yet did not do anything because he was waiting for the lawyers to respond. However, although it is true that the Appellant contacted lawyers, the lawyers they contacted were the Respondent's lawyers, to seek some clarity on the matter. Neither the Respondent nor his lawyers replied. Further, the Appellant only contacted the Respondent's lawyers after contacting the Small Claims Tribunal and realised that the order was not from them. I accept the Appellant's director's explanation that the delay in bringing SUM 803 was due to his unfamiliarity with the court process in Singapore, as the director and his staff were foreigners. Furthermore, it was clear that as soon as the Appellant's accounts were frozen on 23 April 2025, he filed for leave on the next day to set aside the default judgment. When it is said that procedure is the handmaiden of justice, it means that procedure must not be used strictly to stymie a litigant who merits the opportunity to ventilate their case in full at trial. I am of the view that this is such a case.

Version No 1: 15 Oct 2025 (09:32 hrs)

7 The appeal is allowed. Parties are to file submissions on costs within seven days.

- Sgd -
Choo Han Teck
Judge of the High Court

A. Thamiselvan (Subra TT Law LLC) for the appellant;
Mohammed Shakirin Bin Abdul Rashid, Nur Amalina Binte Saparin and Umar Abdullah Bin Mazeli (Adel Law LLC) for the respondent.

Version No 1: 15 Oct 2025 (09:32 hrs)