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DISTRICT JUDGE

SIM MEI LING

6 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 13

District Court Suit No 483 of 2022

Between

Albert Neo Hee Song

... Plaintiff

And

Tang Lay Eng

... Defendant

JUDGMENT

[Contract] — [Contractual terms] — [Parol evidence rule]

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Albert Neo Hee Song

v

Tang Lay Eng

[2026] SGDC 13

District Court Suit No 483 of 2022

District Judge Sim Mei Ling

29 September 2025, 30 September 2025, 9 December 2025

6 January 2026

Judgment reserved.

District Judge Sim Mei Ling:

Introduction

1 The defendant and her husband, Mr Lim Seong Woon (“Mr Lim”), had executed a document titled “Acknowledgement of Debt” on 20 May 2016 (“AOD 1”). AOD 1 stated that the defendant and her husband agreed to repay the plaintiff \$72,400 by 7 August 2016.

2 The plaintiff commenced this action for, amongst other things, a return of the sum of \$72,400. Essentially, the dispute is whether the plaintiff had extended this \$72,400 as a loan, or as the defendant contended, the \$72,400 represented the plaintiff’s investment in Mr Lim’s business.

3 After considering the evidence before me and parties’ submissions, I find that the sum of \$72,400 was a loan from the plaintiff, which the defendant is liable to repay. I set out my reasons below.

Procedural history

4 The plaintiff did not commence the action against Mr Lim as he had been adjudged bankrupt on 23 June 2016.¹

5 Other than the claim for \$72,400 under AOD 1, the plaintiff had also sought to enforce another document titled “Acknowledgement of Debt”, which the defendant and Mr Lim executed on 2 September 2016 (“AOD 2”). AOD 2 stated that the defendant and her husband agreed to repay the plaintiff \$5,554.55 by 1 March 2017.

6 The plaintiff subsequently obtained summary judgment on AOD 2, and the defendant has since repaid the underlying sum to the plaintiff. The defendant however obtained unconditional leave to defend the plaintiff’s claim in respect of AOD 1.

7 The only live claim before me is thus that for \$72,400 under AOD 1.

8 Trial was originally fixed for 20 and 21 May 2025 but was vacated as the defendant sought to adduce further evidence. Mr Lim had discovered his old mobile phone which contained WhatsApp messages from a group chat comprising the plaintiff, the plaintiff’s wife, Mdm Oey Shui Ling (“Mdm Oey”), the defendant and himself. These included messages for the period 18

¹ The plaintiff’s affidavit of evidence-in-chief (“AEIC”), [8].

May 2016 to 7 July 2016, whereas previously, only messages from 7 July 2016 were disclosed.²

9 Parties were then directed to file supplementary lists of documents and affidavits of evidence-in-chief (“AEICs”). The plaintiff said that during this period, he found further documents, including one Takeover Agreement dated 18 May 2016 between the plaintiff and Mr Lim (“Takeover Agreement”). The plaintiff said that he did not think that the Takeover Agreement was relevant until after the defendant disclosed further WhatsApp messages.³

Summary of the parties’ positions

Parties’ first AEICs

10 Mr Lim was the sole director and shareholder of Aspec Carcare Center Pte Ltd (“Aspec PL”), which was in the business of general car repair services, and importing used cars from Japan to be repaired then resold at a profit.⁴ Aspec PL operated a vehicle repair and maintenance workshop at 176 Sin Ming Drive (the “Workshop”), which Mr Lim leased from the Housing and Development Board (the “HDB”)⁵. As of May 2016, Mr Lim owed the HDB rental arrears for the Workshop amounting to \$72,400.

11 The plaintiff acknowledged that prior to AOD 1, he “already had an informal business arrangement with the defendant and her husband in relation to the importation and selling of vehicles”, but maintained that AOD 1 was a

² Mr Lim’s AEIC, [4] - [8].

³ Certified Transcripts (“CT”), 29 September 2025, 43:3 - 44:4.

⁴ The plaintiff’s AEIC, [27]; Mr Lim’s AEIC, [27].

⁵ The plaintiff’s AEIC, [26]; the defendant’s AEIC, [21] – [22(a)].

separate loan.⁶ Mr Lim and the defendant had pleaded with the plaintiff for a loan to settle the arrears so that they could continue operating the Workshop, to which he agreed.⁷ The terms of the loan were contained in AOD 1.⁸

12 The defendant accepted that \$72,400 was paid to the HDB, and this sum has not been repaid to the plaintiff.⁹

13 However, the defendant denied that the \$72,400 was a loan or that AOD 1 contained the parties' entire agreement.¹⁰

14 She claimed that during a meeting sometime around March 2016 between the plaintiff and Mr Lim, they orally agreed that the plaintiff would invest \$90,000 in Mr Lim's business, comprising \$72,400 to be paid to the HDB for the arrears. As there were concerns with Mr Lim's personal debts, a new entity, Aspec Auto Care LLP ("Aspec LLP"), would be set up, with the plaintiff and the defendant as partners in equal shares. Mr Lim would operate Aspec LLP, with the plaintiff and the defendant each entitled to a 50% share of the profits.¹¹

15 Subsequently, an oral agreement was entered into between the plaintiff, Mr Lim and the defendant, across several meetings / telephone calls. The defendant referred to this as the "1st Partnership Agreement"¹²:

⁶ The plaintiff's AEIC, [39].

⁷ The plaintiff's AEIC, [37]; Mdm Oey's AEIC [7] – [9].

⁸ Defence (Amendment No. 1) ("Defence"), [72].

⁹ CT, 30 September 2025, 6:3 - 5.

¹⁰ Defence, [73].

¹¹ The defendant's AEIC [29], Mr Lim's AEIC, [12]; Defence, [15].

¹² The defendant's AEIC, [31], Mr Lim's AEIC, [14]; Defence, [19].

- (a) Aspec LLP will be formed with the plaintiff and defendant as partners;
- (b) Mr Lim shall continue his duties in Aspec LLP as he had done in Aspec PL;
- (c) The assets of Aspec PL shall be taken as the assets of Aspec LLP; and
- (d) The plaintiff shall pay \$90,000 as consideration for his share in Aspec LLP, made payable directly to the HDB as rental arrears owed by Mr Lim for the Workshop.

16 The plaintiff required the defendant and Mr Lim to sign AOD 1 because Aspec LLP had not yet been registered, so that the plaintiff could recover the said sum from them should Aspec LLP not be registered.¹³ The defendant argued that since Aspec LLP was eventually registered on 2 June 2016, the plaintiff's rights to enforce AOD 1 were extinguished.¹⁴

17 On this basis, the defendant asserted that there was an understanding that the plaintiff would only be able to enforce AOD 1 if Aspec LLP was not registered.¹⁵

18 It is not clear from the defendant's or Mr Lim's AEICs when this alleged understanding was reached, though the defendant's counsel put to Mdm Oey that this understanding was reached between 19 to 20 May 2016.¹⁶

¹³ Defence, [21] – [22], [74].

¹⁴ Defence, [75].

¹⁵ The defendant's AEIC, [35] – [36]; Mr Lim's AEIC, [18] – [19].

¹⁶ CT, 29 September 2025, 138: 5- 32.

Parties' supplementary AEICs

19 As noted above, parties filed supplementary AEICs after trial (as originally scheduled) was vacated and further documents disclosed.

20 In the plaintiff's supplementary AEIC, the plaintiff referred to the Takeover Agreement and said that as of 18 May 2016, he had in fact agreed with Mr Lim to take over Mr Lim's business and the Workshop for \$90,000. Mr Lim however called him on the night of 19 May 2016 to inform him that Mr Lim had decided not to proceed with the takeover. In the morning of 20 May 2016, the defendant called Mdm Oey and pleaded for a loan to pay the HDB arrears. Mdm Oey agreed to this on the plaintiff's behalf.¹⁷ The plaintiff clarified that while he had earlier stated that he had agreed to the loan, it was actually Mdm Oey who agreed on his behalf.¹⁸

21 In the defendant's and Mr Lim's supplementary AEICs, they maintained that there was an oral partnership agreement for the plaintiff to take a 50% stake in the business. They did not mention the Takeover Agreement. While they acknowledged that there was a telephone call between the plaintiff and Mr Lim on 19 May 2016, they said that Mr Lim had merely expressed concern about the plaintiff taking an equity stake in the business, but the plaintiff continued to pursue the matter as the business was profitable. They did not mention any phone call between the defendant and Mdm Oey in the morning of 20 May 2016.

22 It was only on the stand that the defendant and Mr Lim conceded that there was a Takeover Agreement signed and that it superseded the 1st

¹⁷ The plaintiff's supplementary AEIC, [12] – [29]; Mdm Oey's supplementary AEIC, [6] – [10].

¹⁸ CT, 29 September 2025, 54:24 – 55:11.

Partnership Agreement. However, Mr Lim decided on 19 May 2016 not to proceed with the takeover. Subsequently though, on 20 May 2016, the plaintiff, through Mdm Oey, agreed once more to invest in the business and acquire a 50% stake.

Parol evidence rule

23 The plaintiff argued that AOD 1 spoke for itself and clearly stated that the sum of \$72,400 was extended as a loan. The defendant was not entitled to rely on extrinsic evidence, if the effect of this was to contradict or vary the plain wording of AOD 1. The defendant, on the other hand, contended that AOD 1 did not contain the parties' entire agreement, and as such, the court is entitled to examine the extrinsic evidence to determine what parties' agreement was.

24 The parol evidence rule states that evidence cannot be admitted or used to add to, vary or contradict a written instrument. This has been statutorily embodied in s 94 of the Evidence Act 1893: *Zurich Insurance (Singapore) Pte Ltd v B-Gold Interior Design & Construction Pte Ltd* [2008] 3 SLR(R) 1029 ("*Zurich Insurance*") at [33], [71], [113].

25 The parol evidence rule only operates where the contract was intended by parties to contain all the terms of their agreement. Where the contractual terms are ambiguous on their face, it is likely that the contract does not contain all the terms intended by the parties. To ascertain if parties intended to embody their entire agreement in the contract, the court may take cognisance of extrinsic evidence or the surrounding circumstances of the contract: *Zurich Insurance* at [112].

26 The court will also consider the essence and attributes of the document being examined. In general, for standard form contracts and documents intended

for commercial circulation, the court is more likely to find that all the terms are contained therein, and is more reluctant to allow extrinsic evidence to affect them: *Zurich Insurance* at [110], [132(a)].

27 Where the parol evidence rule applies, extrinsic evidence can only be admitted if it comes within one or more provisos to s 94, such as proviso (f) which allows extrinsic evidence to be admitted as an aid to the construction of a document: *Zurich Insurance* at [72]. Ambiguity is not a prerequisite for the admissibility of extrinsic evidence in aid of contractual interpretation: *Zurich Insurance* at [114]. However, extrinsic evidence should only be employed to illuminate the contractual language and not as a pretext to contradict or vary it, though the court can depart from the plain and ordinary meaning of the contract to some extent: *Zurich Insurance* at [122].

28 In the event the court concludes that a written contract was not intended by parties to contain all the terms of their agreement, the court can consider extrinsic evidence to establish what the terms of the contract are, even where the oral evidence contradicts the written contract: *Kelington Engineering (S) Pte Ltd v Gan Cheng Chuan* [2022] SGHC 90 at [15].

29 Hence, it is important to first determine whether the parties intended AOD 1 to contain all the terms of their agreement. This would affect the extent to which the court can refer to extrinsic evidence in determining or construing parties' agreement.

The wording of AOD 1

30 There is a rebuttable presumption that a contract which is complete on its face was intended to contain all the terms of the parties' agreement: *Zurich Insurance* at [40].

31 AOD 1 consists of 2 pages, though the substantive provisions are found only on the 1st page (with the 2nd page containing the parties' signatures).¹⁹

32 AOD 1 stated:

ACKNOWLEDGEMENT OF DEBT

Date: 20th May 2016

Purpose of loan:

Mr Lim Seong Woon, NRIC No : S[redacted] and Ms Tang Lay Eng (Chen Liying) NRIC No : S[redacted] need additional working capital to settle HDB outstanding rental and fee, Mr Lim Seong Woon and Ms Tang Lay Eng(Chen Liying) sincerely requesting the assistance from Mr Albert Neo Hee Song S[redacted] for the lending of friendly loan.

Amount:

Loan amount.: \$72,400/-...

Tenor:

As requested by Debtors, the loan must be settled within 3 calendar months. To be specific, loan shall be fully settled by 7th August 2016.

Debtor:

Mr Lim Seong Woon, NRIC No: S[redacted] and

Ms Tang Lay Eng (Chen Liying) NRIC No: S[redacted]

Creditor:

Mr Albert Neo Hee Song, NRIC No. : S[redacted]

Whereas the debtor, jointly and severally, had expressed clearly the intention of borrowing the above mentioned loans for the

¹⁹ The plaintiff's Core Bundle of Documents ("PCB") 27 – 28.

reason and purpose mentioned above, the creditor named above agrees to lend to the debtor named above for the tenor stated on an interest free basis.

The debtor unconditionally promises to pay, the creditor on or before the end of the tenor of the loans.

Jointly and severally acknowledged by debtors:

...

Signed By the Creditor:

...

[underlined in original]

33 The defendant argued that AOD 1 was not intended to capture parties' entire agreement, as it was a short document, was drafted by Mdm Oey (as opposed to a standard form contract), and did not have any wording indicating that it constituted their entire agreement.

34 While there is no entire agreement clause, and notwithstanding its brevity and that it was not a standard form contract, AOD 1 would on its face, appear to be complete. It clearly stated the identity of the parties, the amount in question, the obligation to repay that amount, and the date by which it is to be repaid.

35 There is also no ambiguity on the face of AOD 1. AOD 1 repeatedly referred to the sum of \$72,400 as a loan and clearly stated the obligation of the defendant and Mr Lim to repay the same by a specified date. There is nothing to suggest that it was tied to any investment or partnership agreement or that it would not be enforced if Aspec LLP was successfully set up.

36 The defendant agreed that AOD 1 contained an unconditional promise to pay \$72,400 by 7 August 2016, and on the face of AOD 1, the defendant was in breach of contract by not making payment by the due date.²⁰ Likewise, Mr Lim agreed that there were no references to ‘investment’ or ‘partnership’.²¹

37 In the circumstances, I find that a rebuttable presumption has been raised, that AOD 1 was intended to contain all the terms of the parties’ agreement. It is therefore for the defendant to rebut this presumption.

38 I will now examine the factual matrix surrounding AOD 1.

Events leading to AOD 1

The plaintiff and Mr Lim became acquainted

39 The plaintiff first met Mr Lim through a mutual friend, though parties differ on when they first met. The plaintiff said this was in 2015²², while the defendant said this was sometime around January 2016²³.

40 The plaintiff was aware when he first became acquainted with Mr Lim that Mr Lim needed funds to continue repairing the cars he had imported.²⁴ As of April 2016, he knew that Mr Lim was in financial difficulties.²⁵

²⁰ CT, 30 September 2025, 5:21 – 6:8.

²¹ CT, 30 September 2025, 140:25 – 141:9.

²² The plaintiff’s AEIC, [25].

²³ The defendant’s AEIC, [23]; Mr Lim’s AEIC, [6].

²⁴ CT, 29 September 2025, 12: 13 – 21.

²⁵ CT, 29 September 2025, 65:22 – 31; The defendant’s AEIC, [23] – [25]; Mr Lim’s AEIC, [6] – [8].

The alleged discussions in March 2016 / the plaintiff's initial involvement in the business

41 The plaintiff said that he met Mr Lim over the course of a few months, and Mr Lim asked if the plaintiff was interested in joining his venture.²⁶ The plaintiff introduced Mr Lim to a financier, Teck Wei Credit Pte Ltd (“TWC”), which could grant short-term loans to car dealers.²⁷

42 According to the plaintiff, car financiers would require the Vehicle Access Code (“VAC”), a system-generated key generated by the Land Transport Authority (“LTA”), to be transferred to them immediately as security for the loan. Mr Lim’s business model however required funds upfront for importing the vehicles then repairing them to make them road-worthy. The VACs could only be generated after the vehicle was tested and certified road-worthy by the LTA.²⁸

43 The plaintiff said that TWC was prepared to grant financing to Aspec PL without the VAC (which would only be transferred to TWC after issuance by LTA) on the condition that the plaintiff stood as a guarantor under the floor stock financing arrangements. The plaintiff agreed to provide the guarantee on the basis that the plaintiff and Mr Lim share the profits of the business of importation and sale of used cars (the “trading business”), but the plaintiff was not interested in the accident repair and maintenance aspect of Mr Lim’s business. TWC therefore entered into several floor stock financing agreements with Aspec PL in April 2016, with Mr Lim and the plaintiff as guarantors.²⁹ The

²⁶ The plaintiff’s AEIC, [28].

²⁷ The defendant’s AEIC [33] – [34]; Mr Lim’s AEIC, [16]; the plaintiff’s AEIC, [29].

²⁸ The plaintiff’s AEIC, [29] – [31].

²⁹ The plaintiff’s AEIC, [32] – [34].

plaintiff requested that TWC disburse the funds to him so he could control the expenses.³⁰

44 The plaintiff said that in May 2016, Mr Lim informed him that HDB was in the process of taking back the Workshop if the outstanding rental arrears were not paid. The defendant and Mr Lim then pleaded with him for a loan to settle the arrears.³¹

45 The defendant's version, however, is that due to cashflow issues, Aspec PL could not settle the arrears with the HDB. Mr Lim thus gave the plaintiff a telephone call around March 2016 about investing in Aspec PL.³² The plaintiff entered into the oral agreement and the 1st Partnership Agreement with the defendant and Mr Lim (see [14] – [15] above).

46 On the stand, the defendant said that the 1st Partnership Agreement was reached in March 2016.³³

The Takeover Agreement

47 On 18 May 2016, the plaintiff and Mr Lim executed the Takeover Agreement.³⁴

48 The Takeover Agreement essentially provided for the plaintiff to take over Mr Lim's business and the Workshop at \$90,000. This was to be paid directly to the HDB for the rental arrears as at the date of the agreement, which

³⁰ The plaintiff's supplementary AEIC, [39].

³¹ The plaintiff's AEIC, [35] – [38].

³² The defendant's AEIC, [26] – [28], Mr Lim's AEIC, [11]

³³ CT, 30 September 2025, 109:4 – 6.

³⁴ PCB 25 - 26.

was to be advised and confirmed by the HDB. The Takeover Agreement further provided, that to validate the agreement, Mr Lim would arrange a visit to the HDB for the plaintiff to meet up with HDB’s authorised personnel to do due diligence, before any monies were paid.

49 The plaintiff said that Mr Lim believed that the total arrears was only a small portion of the total consideration, such that after settling the HDB arrears, he would still receive a sizable amount of money from the plaintiff.³⁵

50 The plaintiff then created a WhatsApp group chat comprising himself, Mdm Oey, the defendant and Mr Lim on 18 May 2016, at 23:45, titled “aspec car care” (the “WhatsApp Group Chat”). He said³⁶:

As discussed in today's meeting:-

- 1) formalize sale of '13 vellfire
- 2) collect at least \$10k deposit
- 3) buyer to go down Teck Wei office to sign hire purchase loan application.
- 4) clear '13 vellfire out from the port and send for emission test right away, when vac obtained, Teck Wei will issue cashier order for registration.
- 5) issue chq to vicom to take out AE 86.
- 6) send AE 86 and '15 alphard to park at another place, Albert will advise by tml.
- 7) odyssey and X1 to be sent in for emission test asap.
- 8) plead for help from hdb, get extension.

³⁵ The plaintiff’s supplementary AEIC, [15]

³⁶ Supplementary Agreed Bundle of Documents (“SAB”) 95.

51 The defendant's and Mr Lim's AEICs made no mention of the Takeover Agreement. However, on the stand, Mr Lim accepted that this had been signed and the plaintiff had agreed to take over his entire business.³⁷

52 When asked why she did not disclose the Takeover Agreement, the defendant said she was not aware that it had been signed or why it was signed. However, she accepted that she was aware of its existence by the time this suit was commenced. Nonetheless, she did not think she had to mention it because parties did not go through with it.³⁸

53 As for Mr Lim, he said he did not disclose the Takeover Agreement because it happened too long ago and he did not remember signing it. He did not know he had to disclose it and left it to his lawyers.³⁹

The attendance at HDB on 19 May 2016

54 On 19 May 2016, the plaintiff, Mdm Oey, the defendant, and Mr Lim went to the HDB's office at Toa Payoh. They discovered that the arrears amounted to \$72,400 and that the HDB would repossess the Workshop the next day if this remain unpaid.⁴⁰

55 On 19 May 2016 at 20:36, the plaintiff sent the following message in the WhatsApp Group Chat⁴¹:

We will prepare an agreement to be signed by [Mr Lim] and [the Defendant].

³⁷ CT, 30 September 2025, 117:27 – 118:8.

³⁸ CT, 30 September 2025, 46:10 – 47:30; 93:2 -13.

³⁹ CT, 30 September 2025, 146:8 - 147:14.

⁴⁰ The plaintiff's AEIC, [40].

⁴¹ SAB 96.

Basically acknowledge the amount payable to hdb tml morning as a consideration for the equity of the workshop biz.

Details we shall work it out when I'm back from overseas.

Both of u ok?"

56 At 20:49, the defendant replied "Ok".

57 The plaintiff explained that there was a need to update the Takeover Agreement as they now had the exact quantum of arrears, and the balance \$17,600 would be paid to the defendant. He thus needed the defendant to sign a fresh agreement as well as acknowledge receipt of this sum.⁴²

58 The defendant however claimed that the plaintiff was not referring to the Takeover Agreement but a new agreement to be signed by the plaintiff and the defendant.⁴³ She argued that this message clearly and unequivocally stated the plaintiff's intention entering into AOD 1, that the sum of \$72,400 was to be an investment.⁴⁴

Mr Lim's call to the plaintiff on the night of 19 May 2016

59 Parties accepted that this call took place.

60 According to the plaintiff, Mr Lim told him that he no longer wanted to proceed with the Takeover Agreement. Mr Lim expressed disappointment at the outstanding amount due to the HDB as that meant he would only receive a

⁴² The plaintiff's supplementary AEIC, [20] – [21].

⁴³ CT, 30 September 2025, 56:18 - 58:19; 147: 2 – 150:28.

⁴⁴ The defendant's supplementary AEIC, [9]; Mr Lim's supplementary AEIC, [10].

balance of \$17,600.⁴⁵ The plaintiff said he agreed to set aside the Takeover Agreement as he wanted to help Mr Lim.⁴⁶

61 In their AEICs, the defendant and Mr Lim said that Mr Lim had merely expressed concern about the plaintiff's desire to take an equity stake in the business, because the defendant and Mr Lim had always run the business as a couple but would be dealing with an "outsider" in the business for the first time. However, the plaintiff continued to pursue the matter as he felt that the business was profitable, and wanted to participate and obtain a share of the profits. As such, the understanding when AOD 1 was signed, was that the monies paid to the HDB would be the plaintiff's investment in exchange for 50% of the business.⁴⁷

62 On the stand, Mr Lim said that he told the plaintiff that he no longer wanted to let the plaintiff take over the business. Mr Lim explained that he changed his mind because letting the plaintiff take over the whole business would mean that he no longer had a source of income.⁴⁸

63 The defendant could not remember if Mr Lim was with her when the call took place.⁴⁹ However, Mr Lim shared with her that he had decided to give

⁴⁵ The plaintiff's supplementary AEIC, [22] – [23].

⁴⁶ CT, 29 September 2025, 34:27 – 35:1.

⁴⁷ The defendant's supplementary AEIC, [11] – [14]; Mr Lim's supplementary AEIC, [12] – [15].

⁴⁸ CT, 30 September 2025, 132:15 – 133:12.

⁴⁹ CT, 30 September 2025, 59:24 – 60:7.

up the Workshop to the HDB.⁵⁰ Parties would nevertheless continue to share profits from the sale of the cars.⁵¹

64 On 19 May 2016 at 21:28 and 21:30, the plaintiff sent the following message in the WhatsApp Group Chat⁵²:

19/05/2016, 21:28 - Albert Neo: Terrance, I'm sad to learn abt ur decision.

19/05/2016, 21:29 - Albert Neo: But as I told u and Angela, the seven units of cars has surplus profit.

Pls focus on these cars and sell them.

19/05/2016, 21:30 - Albert Neo: Since tml the workshop will be gone, I strongly suggest u deliver all cars to my place.

19/05/2016, 21:31 - Albert Neo: I'll sell them and distribute the profit together.

19/05/2016, 21:31 - Albert Neo: Pls let me know

65 There was no reply from the defendant or Mr Lim. There were no further messages exchanged on 19 May 2016.

66 The plaintiff said that “very late in the evening”, the defendant called sounding frantic and said she could not locate Mr Lim.⁵³ The defendant agreed that this call took place.⁵⁴ Mr Lim said he did not know anything about this call.⁵⁵

The events on 20 May 2016

67 The plaintiff flew off for Australia in the early morning of 20 May 2016.

⁵⁰ CT, 30 September 2025, 60:8 – 29.

⁵¹ CT, 30 September 2025, 93:32 – 95:10.

⁵² SAB 96.

⁵³ The plaintiff’s supplementary AEIC, [26].

⁵⁴ CT, 30 September 2025, 65:16 – 24.

⁵⁵ CT, 30 September 2025, 135:26 – 136:1.

68 That same morning, the defendant called Mdm Oey. The defendant's and Mr Lim's AEICs were silent on this call, but on the stand, the defendant agreed that this call took place.

69 According to Mdm Oey, the defendant said Mr Lim and her did not want to let go of the Workshop and pleaded for a loan of \$72,400 so that they could pay the arrears and continue the business. Mdm Oey could not reach the plaintiff who was on a flight. After considering it further, she called the defendant saying that they would extend a short-term loan, but the defendant and Mr Lim had to guarantee the loan payment. The defendant agreed.⁵⁶

70 According to the defendant, however, she had informed Mdm Oey that they wanted to keep the Workshop and continue their partnership. The defendant denied asking for a loan.⁵⁷

71 Mr Lim said that he was on the call as well, and they had asked Mdm Oey to ask the plaintiff to invest in the company so that they could pay the HDB arrears. He said they asked if the plaintiff wanted the Workshop, which they can then share and work together for the remaining cars.⁵⁸

72 Separately, Mdm Oey messaged the plaintiff the same day at 8.49 am⁵⁹:

Er Ge, Terrance n Angela called me this morning. Terrance said he is very certain n want to continue with the work.....

After praying n think it through I had decided on your behalf to extend the loan to them. I have typed out iou, similar like the

⁵⁶ The plaintiff's supplementary AEIC, [275] – [29]; Mdm Oey's supplementary AEIC, [8] – [10].

⁵⁷ CT, 30 September 2025, 65:28 – 66: 12.

⁵⁸ CT, 30 September 2025, 135:2 – 31.

⁵⁹ PCB 30.

Andy n Dato one for both of them to sign. Pray that my decision is correct...

73 On 20 May 2016, Mdm Oey met the defendant and Mr Lim at the HDB’s office to execute AOD 1.⁶⁰

74 After signing AOD 1, Mdm Oey purchased a cashier’s order in favour of the HDB, and handwrote the cashier’s order number in AOD 1. The 3 of them then went to the HDB to present the cashier’s order.⁶¹

Events after AOD 1

75 The plaintiff said that after he helped Mr Lim to “rescue his company from financial ruin”, Mr Lim urged him to join as director and shareholder but he did not want to as he did not know what the company’s full liabilities were. He said that they agreed to set up Aspec LLP “in order to continue [their] previous arrangement”, but this time, he would control the financial aspect of the business, and they would share the net profits equally. He also agreed to fund the business so that no financing from TWC would be required. The plaintiff denied waiving the loan under AOD 1.⁶² Mr Lim’s contribution would be to transfer the Workshop to Aspec LLP, provide expertise in securing the import of the vehicles, bid for the vehicles, and repair them before putting them up for sale. The net profits would be divided equally.⁶³ Mr Lim continued to manage the Workshop on his own for accident repair and maintenance matters.⁶⁴

⁶⁰ The plaintiff’s AEIC, [42]; Mdm Oey’s AEIC, [10].

⁶¹ The plaintiff’s AEIC, [43] – [44]; Mdm Oey’s AEIC, [13].

⁶² The plaintiff’s AEIC, [46] – [48].

⁶³ The plaintiff’s AEIC, [59].

⁶⁴ The plaintiff’s supplementary AEIC, [48].

76 In his supplementary AEIC, the plaintiff reiterated that he was still prepared to continue working with Mr Lim on the trading business even though Mr Lim reneged from the Takeover Agreement.⁶⁵

77 Aspec LLP was incorporated on 2 June 2016.⁶⁶

78 Several disputes then arose between the parties over the running of Aspec LLP.⁶⁷

79 The defendant alleged that the plaintiff and his wife authorised payments from Aspec LLP without her or Mr Lim's knowledge, failed to provide them with bank statements or financial statements, and transferred and towed vehicles belonging to Aspec LLP without their knowledge.⁶⁸

80 On the plaintiff's part, he said he discovered in November 2017 that Aspec LLP had transferred the Workshop to Rally Pitstop, an entity owned by the defendant in her personal capacity.⁶⁹ The defendant claimed that parties had agreed for her and Mr Lim to take over the tenancy of the Workshop after February 2017⁷⁰, and that Aspec LLP in any event continued to have free and unencumbered use of the Workshop.⁷¹

⁶⁵ The plaintiff's supplementary AEIC, [34].

⁶⁶ PCB, 46 – 48.

⁶⁷ The defendant's AEIC, [42]; Mr Lim's AEIC, [25].

⁶⁸ The defendant's AEIC, [42]; Mr Lim's AEIC, [25].

⁶⁹ The plaintiff's AEIC [58] – [66].

⁷⁰ The defendant's AEIC, [87] – [91]; Mr Lim's AEIC, [66] – [70].

⁷¹ The defendant's AEIC, [60] – [61]; Mr Lim's AEIC, [39].

81 On 22 November 2017, the plaintiff served a statutory demand on the defendant for sums allegedly due under AOD 1 and AOD 2 (the “SD”). The plaintiff also commenced a bankruptcy application against the defendant for the sums under AOD 1 and AOD 2 on 15 December 2017.⁷²

82 On 27 December 2017, the defendant commenced separate proceedings in DC/DC 3782/2017 against the plaintiff and Mdm Oey for fraud and/or breach of fiduciary duty and/or conspiracy to commit fraud and/or breach of fiduciary duty.⁷³

83 The defendant applied to set aside the SD. On 12 March 2018, the application to set aside the SD was adjourned indefinitely pending the filing of an action between the plaintiff and defendant, and on the condition that the defendant furnish security for half of the sum under AOD 1 and the sum under AOD 2 with the plaintiff’s solicitors. The plaintiff’s bankruptcy application was also adjourned indefinitely on 20 September 2018 pending the resolution of DC/DC 3782/2017.⁷⁴

84 DC/DC 3782/2017 was discontinued by consent on 21 May 2019.⁷⁵

85 The plaintiff commenced these proceedings on 4 March 2022. As at the time of trial, the only other pending proceedings, is the defendant’s application to set aside the SD.⁷⁶

⁷² The defendant’s AEIC, [8], [12].

⁷³ The defendant’s AEIC, [14].

⁷⁴ The defendant’s AEIC, [9] – [11], [13].

⁷⁵ The defendant’s AEIC, [16].

⁷⁶ CT, 29 September 2025, 114:27 – 115:3.

86 The defendant's security in respect of half the sum claimed in AOD 1 is currently held by the plaintiff's solicitors as stakeholders.⁷⁷

My findings

Did parties enter into the oral agreement / 1st Partnership Agreement in March 2016?

87 In my view, the defendant has not discharged her burden of proving the alleged oral agreement or the 1st Partnership Agreement.

88 First, the defendant relied on the existence of a profit-sharing arrangement between the parties. The plaintiff had acknowledged that there was already a profit-sharing arrangement with Mr Lim on the trading business.⁷⁸ However, that alone is not sufficient to prove the alleged oral agreement or the 1st Partnership Agreement. The plaintiff's explanation was that Mr Lim had agreed to share the profits of the trading business because the plaintiff agreed to stand as a guarantor under the floor stock financing arrangements with TWC.

89 There are also several inherent inconsistencies in the alleged oral agreement and the 1st Partnership Agreement.

90 The defendant said that the oral agreement was for the plaintiff to invest \$90,000 in Mr Lim's business, comprising \$72,400 to be paid to the HDB for the arrears.⁷⁹ However, as the defendant later conceded on the stand, the amount of rental arrears was not known to parties in March 2016, and they only found out the exact amount of \$72,400 when they went to the HDB's office in May

⁷⁷ CT, 29 September 2025, 30:25 – 31:27.

⁷⁸ The plaintiff's AEIC, [33].

⁷⁹ Defence, [15], [19].

2016.⁸⁰ They therefore could not have reached the alleged oral agreement in March 2016, which according to the defendant, included a specific term that \$72,400 would be paid to the HDB (see [14] above).

91 The defendant said that by the 1st Partnership Agreement, the plaintiff agreed to pay \$90,000 as consideration for his share in Aspec LLP, made payable directly to the HDB as rental arrears (see [15] above).⁸¹ It is unclear why the agreement changed: from the plaintiff first agreeing to pay \$72,400 to the HDB under the alleged oral agreement, to agreeing to pay the full \$90,000 directly to the HDB under the 1st Partnership Agreement.

92 Under cross-examination, the defendant initially said that the entire consideration from the plaintiff would be used to pay HDB, as they estimated the arrears to be \$90,000. Later however, she said that the full \$90,000 would not be paid to HDB, but only part of it.⁸² That is however inconsistent with the pleaded terms of the 1st Partnership Agreement.

93 These contradictions cast doubt on whether there was such an oral agreement or 1st Partnership Agreement as alleged.

94 More importantly, the terms of the oral agreement and the 1st Partnership Agreement are inconsistent with the Takeover Agreement.

95 Under the alleged oral agreement and the 1st Partnership Agreement, the plaintiff was to pay \$90,000 as consideration for a 50% share in Aspec LLP. However, by the Takeover Agreement, which parties accept was entered into

⁸⁰ CT, 30 September 2025, 23:3 – 26:19.

⁸¹ The defendant's AEIC, [31]; Mr Lim's AEIC, [14].

⁸² CT, 30 September 2025, 28:2 - 30:18.

on 18 May 2016, the plaintiff agreed to pay the same sum of \$90,000 to take over the entire business and Workshop. Mr Lim acknowledged that the terms of the Takeover Agreement were “totally different” from the 1st Partnership Agreement.⁸³

96 If indeed the plaintiff, Mr Lim and the defendant entered into the oral agreement and/or the 1st Partnership Agreement in March 2016, Mr Lim would stand to receive \$90,000 in exchange for 50% of his business. It does not explain why Mr Lim would agree, approximately 2 months later, to give up his entire business and the Workshop to the plaintiff for the same sum of \$90,000.

97 The defendant could not explain this. She just claimed she was not there and in any event, the Takeover Agreement did not proceed.⁸⁴

98 The defendant’s version also raises other unanswered questions. If parties had already agreed in March 2016 for the plaintiff to invest by paying off the HDB arrears, why did the parties wait till May 2016 to go down to HDB’s office to ascertain the exact amount owing, to pay off the HDB arrears?

99 I note that the plaintiff had also argued that the alleged 1st Partnership Agreement is inherently incredible because it made no commercial sense. By the defendant’s case, the plaintiff agreed to set up Aspec LLP to shield the shares from Mr Lim’s personal creditors and liabilities, yet at the same time, the plaintiff also allegedly agreed to use the bulk of his alleged investment to pay the HDB arrears, which was Mr Lim’s personal liability.⁸⁵ Further, there was no guarantee that the Workshop would be transferred to Aspec LLP. The 1st

⁸³ CT, 30 September 2025, 122:14 – 24.

⁸⁴ CT, 30 September 2025, 50:14 – 51:5.

⁸⁵ CT, 30 September 2025, 34:4 – 25.

Partnership Agreement, as pleaded by the defendant, only provided for transfer of assets of Aspec PL and did not deal with the transfer of the Workshop.

100 I agree that at first blush, it would seem to offend commercial sense for the plaintiff to agree to pay the HDB arrears personally owed by Mr Lim. However, that itself did not mean that the 1st Partnership Agreement therefore could not have existed. Mr Lim explained that it made sense for the plaintiff to pay off the HDB arrears, because there was existing equipment in the Workshop, whereas it would cost a lot to restart the workshop at new premises. It was also their intention to transfer the tenancy and all the equipment to Aspec LLP.⁸⁶ The defendant said it made business sense because the plaintiff saw that the business was profitable.⁸⁷

101 At the end of the day, even if the alleged oral agreement and 1st Partnership Agreement existed, these had, by 18 May 2016, been superseded by the Takeover Agreement.

102 The defendant agreed that the Takeover Agreement could not co-exist with the 1st Partnership Agreement.⁸⁸ Likewise, Mr Lim agreed that the Takeover Agreement could not co-exist with the 1st Partnership Agreement and the Takeover Agreement must override the 1st Partnership Agreement.⁸⁹

103 Hence, while the plaintiff had in his message of 19 May 2016 at 20:36 said that he would prepare an agreement to “acknowledge the amount payable to HDB... as a consideration for the equity of the workshop [business]”, he could

⁸⁶ CT, 30 September 2025, 110:18 – 112:14.

⁸⁷ CT, 30 September 2025, 37:29 – 38:2.

⁸⁸ CT, 30 September 2025, 49:11 – 50:6.

⁸⁹ CT, 30 September 2025, 124:2 -125:7.

not have been referring to the alleged oral agreement or the 1st Partnership Agreement, because by this date, parties had already entered into the Takeover Agreement for him to take over the entire business and the Workshop.

What was the agreement (if any) as of the night of 19 May 2016?

104 In the plaintiff's WhatsApp messages sent at 21:28 and 21:30 on 19 May 2016, he stated that he was "sad to learn [about Mr Lim's] decision" and that the "[W]orkshop will be gone" tomorrow (see [64] above).

105 These contemporaneous messages are consistent with the plaintiff's version that Mr Lim had informed him over the phone that night that he did not want to proceed with the takeover, and that the plaintiff agreed to this.

106 If indeed, as the defendant claimed, the plaintiff had on the call continued to insist on participating in the business and obtaining a share of the profits, such that the monies paid to HDB was the plaintiff's investment in exchange for 50% of the business, it does not explain why the plaintiff stated in his messages that the Workshop would be gone the next day.

What was the discussion with Mdm Oey in the morning of 20 May 2016?

107 The plaintiff argued that the defendant's version of the phone call did not make commercial sense, because it would mean that the plaintiff had agreed to acquire only a 50% share in the business for \$90,000, even though he was entitled to the entire business and Workshop for the same price under the Takeover Agreement. Mr Lim however said that it still made commercial sense to acquire 50% of the business at the same price because the plaintiff could see

the value in the cars held by the business, and the plaintiff would also have the benefit of Mr Lim’s expertise.⁹⁰

108 At the end of the day, I preferred Mdm Oey’s evidence to the defendant’s and Mr Lim’s evidence on what transpired during this call.

109 Mdm Oey had sent a WhatsApp message to the plaintiff in the morning of 20 May 2016, whereby she stated that she had agreed to extend a loan to the defendant and Mr Lim (see [72] above).

110 This contemporaneous message is consistent with Mdm Oey’s account of the call, which was that the defendant had asked for a loan.

111 In contrast, there were no documents to corroborate the defendant’s and Mr Lim’s version of the call.

112 Further, Mdm Oey consistently maintained in her evidence that the defendant asked for a loan. In contrast, I did not find the defendant and Mr Lim to be credible witnesses.

113 The defendant and Mr Lim had taken the position in their AEICs and supplementary AEICs that there was an agreement since March 2016 for the plaintiff to acquire 50% of the business for \$90,000. This was even after the plaintiff disclosed the Takeover Agreement. They even relied on the plaintiff’s message sent on 19 May 2016 at 20:36, on preparing an agreement to “acknowledge the amount payable to HDB... as a consideration for the equity of the workshop [business]” as referring to the plaintiff’s investment in 50% of the business, even though they knew that the Takeover Agreement was by then

⁹⁰ CT, 30 September 2025, 153:27 – 154:31.

in force. Mr Lim also claimed that he told the plaintiff during their call on 19 May 2016 that he had concerns with the plaintiff taking “an equity stake” in the business.⁹¹

114 I accept that there may be some lapses in recalling events which happened several years ago. Nonetheless, Mr Lim himself signed the Takeover Agreement. The defendant, while not a signatory, admitted that she knew of the Takeover Agreement by the time proceedings commenced. The plaintiff had disclosed the Takeover Agreement before the defendant and Mr Lim filed their supplementary AEICs.

115 It was only on the stand that they acknowledged that the 1st Partnership Agreement was superseded by the Takeover Agreement. Mr Lim conceded that what he conveyed to the plaintiff over the phone on the night of 19 May 2016, was that he did not want to proceed with the plaintiff’s takeover of his business.

116 They then claimed for the first time that it was during the call with Mdm Oey on 20 May 2016, that the plaintiff, through Mdm Oey, agreed to invest in the business once more.

117 It is therefore evident from the above that the defendant has changed her case. In its latest iteration, her case was that there was an initial agreement in March 2016 for the plaintiff to acquire 50% of the business for \$90,000, then an agreement on 18 May 2016 for the plaintiff to take over the entire business and Workshop for \$90,000, before parties went back to their original agreement for the plaintiff to acquire 50% of the business for \$90,000 on 20 May 2016.⁹²

⁹¹ Mr Lim’s supplementary AEIC, [12].

⁹² CT, 30 September 2025, 71:30 – 72: 4; 137:1 – 21.

118 The call with Mdm Oey in the morning of 20 May 2016 was therefore of critical importance to the defendant's latest case. Yet, the defendant and Mr Lim did not even mention this call in any of their AEICs.

119 On balance therefore, I find it more likely that the defendant had asked for the sum of \$72,400 as a loan from the plaintiff, rather than as an investment.

The registration of Aspec LLP and the plaintiff's claims to a 50% share of profits

120 The defendant argued that the incorporation of Aspec LLP proved that there was an agreement for the plaintiff to acquire 50% of the business for \$90,000. The defendant also pointed to the plaintiff's acknowledgement in his AEIC and various WhatsApp messages stating that he was entitled to a 50% share of the profits⁹³, as evidence that the \$72,400 constituted part of his investment in Aspec LLP and was not a loan. The defendant submitted that it did not make sense for the plaintiff to be entitled to a 50% share of the profits without contributing anything in return.

121 The plaintiff did not dispute that there was a profit sharing arrangement. However, he claimed that there was a subsequent agreement to set up Aspec LLP to continue their previous arrangement, but he would control the finances and fund the business, whereas Mr Lim would transfer the Workshop and provide his expertise (see [75] above). The plaintiff also said that he subsequently made other financial contributions to Aspec LLP in exchange for his 50% share.

⁹³ The defendant's AEIC, pp 96, 120.

122 In particular, the plaintiff said he made the following cash contributions to Aspec LLP, which he characterised as significant:⁹⁴

- (a) Deposited a total \$45,445 for general operating expenses;
- (b) Paid for the vehicles to be imported into Singapore through Aces Auto Trading LLP, a limited liability partnership incorporated by the plaintiff and Mdm Oey;
- (c) Paid for further rental arrears for the Workshop amounting to \$34,269.49 for the period September 2016 to February 2017; and
- (d) Paid \$4,984.06 on 1 March 2017 towards rental for March 2017.

123 The defendant disputed the plaintiff's alleged significant financial contributions to Aspec LLP. In summary, the defendant argued that:

- (a) The plaintiff only produced the bank statements of Aspec LLP from December 2016 to November 2017⁹⁵ in respect of the deposits amounting to \$45,445, but did not identify the specific transactions making up the deposits, what these general operating expenses were, or provide any other evidence of these expenses⁹⁶;
- (b) The payments for importing the vehicles could be recovered once the cars were sold⁹⁷; and

⁹⁴ The plaintiff's AEIC, [53] – [57].

⁹⁵ Bundle of Affidavits ("BA") 29 – 70.

⁹⁶ The defendant's AEIC, [74] – [77]; Mr Lim's AEIC, [53] – [56].

⁹⁷ The defendant's AEIC, [70] – [73]; Mr Lim's AEIC, [50] – [52].

(c) Rental payments to the HDB ought to have been made through Aspec LLP's bank account as the plaintiff oversaw finances. It was not clear why this was not done and resulted in arrears.⁹⁸

124 The defendant also argued that pursuant to the 1st Partnership Agreement, she had contributed the trading business, and 7 unencumbered cars worth an estimated \$220,000.⁹⁹ The plaintiff disputed that these cars were fully paid up or profitable.¹⁰⁰

125 Ultimately, it cannot be disputed that the plaintiff did make other financial contributions towards Aspec LLP. The plaintiff had disclosed various bank application forms showing payments made through Aces Auto Trading LLP¹⁰¹, and the bank application form and the HDB receipts¹⁰² in respect of the HDB arrears. Even if the payments for car importation could eventually be recovered, these were payments that benefitted Aspec LLP, as Aspec LLP did not have to obtain third party funding.

126 It is therefore not the case that the plaintiff could assert an entitlement to 50% of the profits only because the \$72,400 represented his investment in the business. It can also be explained by, and is consistent with, the plaintiff's claim that there was a subsequent agreement to formalise his involvement and distribute profits equally, and it was in exchange for his financial contributions to Aspec LLP as outlined above.

⁹⁸ The defendant's AEIC, [80] – [83]; Mr Lim's AEIC, [59] – [62].

⁹⁹ The defendant's AEIC, [40]; Mr Lim's AEIC, [28], [41].

¹⁰⁰ The plaintiff's supplementary AEIC, [35] - [45], [49] – [51].

¹⁰¹ BA 71 – 76.

¹⁰² BA 77- 79.

The parties' respective failure to demand the alleged outstanding from each other

127 The defendant argued that the plaintiff did not make any demand for payment until November 2017, which is inconsistent with his position that AOD 1 was purely a loan. She referred to the WhatsApp correspondence between parties, none of which mentioned this sum or seeking recovery of the same.¹⁰³

128 This is disputed by the plaintiff. He said that after the due date under AOD 1 had passed, he made several requests to Mr Lim and the defendant for repayment, but Mr Lim always claimed that he needed more time for the business to pick up. The plaintiff said he did not chase the defendant for repayment as his father was seriously unwell.¹⁰⁴

129 However, neither have the defendant nor Mr Lim made a claim for the balance of the alleged \$90,000 investment amounting to \$17,600.¹⁰⁵ The plaintiff argued that this showed that they did not genuinely believe that the plaintiff agreed to invest \$90,000.

130 The defendant agreed that she never sought the balance of \$17,600. She agreed that Aspec LLP did not sue for the sum as they did not think of suing the plaintiff for a small amount.¹⁰⁶ Mr Lim agreed that he did not chase the plaintiff for the balance but said that this was because the plaintiff was his business partner.¹⁰⁷

¹⁰³ The defendant's AEIC, [84] – [85]; Mr Lim's AEIC, [63] – [64].

¹⁰⁴ The plaintiff's AEIC, [51].

¹⁰⁵ The plaintiff's supplementary AEIC, [33].

¹⁰⁶ CT, 30 September 2025, 89:18 – 89:27.

¹⁰⁷ CT, 30 September 2025, 142:7 – 143:21.

131 Even if the plaintiff failed to demand repayment of the \$72,400 until November 2017, I find this to be a neutral factor, because the defendant and Mr Lim similarly did not demand for the balance of the alleged investment to date.

The applicability of the parol evidence rule

132 Considering the above, I find that the defendant has failed to rebut the presumption that AOD 1 was intended to contain parties' entire agreement.

133 As such, the parol evidence rule applies. Extrinsic evidence can therefore only be admitted to aid in the construction of AOD 1, but not as a pretext to contradict or vary it. The defendant's case that \$72,400 was an investment, goes against the plain expressed wording of AOD 1 which contained an unconditional promise to repay a loan. It would also require the court to find an agreement that was completely different from that expressed in AOD 1. The defendant had not sought rectification of AOD 1.

134 In any event, for the above reasons, the defendant's claim that the \$72,400 was the plaintiff's investment in the business, is not borne out by the extrinsic evidence.

Conclusion

135 I therefore find that the plaintiff has established, on a balance of probabilities, that the sum of \$72,400 was a loan repayable by 7 August 2016.

136 The plaintiff is therefore entitled to the sum of \$72,400, plus interest at the rate of 5.33% per annum from the date of Writ to the date of Judgment.

137 Unless parties can agree on costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Vijai Dharamdas Parwani (Parwani Law LLC) for the plaintiff;
Kenrick Lam (Templars Law LLC) for the defendant.
