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DISTRICT JUDGE TOH YUNG CHEONG
15 MAY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 168

DC / OC 69/2025
DC / SUM 1983/2025
DC RA 7/2026

Between

EE KWONG RONG, CLEMENT

… *Defendant / Appellant*

And

KEYSTONE LAW CORPORATION

… *Claimant/ Respondent*

GROUNDS OF DECISION

[Civil Procedure] — [Summary judgment] — [Whether triable issues raised]

Ee Kwong Rong, Clement
v
Keystone Law Corporation

[2026] SGDC 168

District Court Suit No 69 of 2025
District Court Summons No 1983 of 2025
District Court Registrar's Appeal No 7 of 2026
District Judge Toh Yung Cheong
1, 9 April 2026

District Judge Toh Yung Cheong

15 May 2026

Introduction

1 The Respondent ("the Claimant") in this appeal is a law practice and the Appellant ("the Defendant") is a practising lawyer and a former Associate Director of the Claimant. The Claimant commenced suit DC/OC 69 of 2025 to recover monies from the Defendant.

2 After the Claimant commenced the suit, the Defendant filed an application to stay the proceedings on the basis of an arbitration clause. The application was heard by a Deputy Registrar who dismissed the application. The decision was upheld on appeal in both the District Court on 17 June 2025 (DC RA 16/2025) and High Court on 11 August 2025 (HC/RAS 11/2025).

3 After the High Court dismissed HC/RAS 11/2025, the Defendant filed his Defence and Counterclaim. The Claimant then filed an application for Summary Judgment and an application to strike out the counterclaim. A second Deputy Registrar ("DR") heard both applications. On 16 January 2026, the DR

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granted final judgment against the Defendant for $81,011.15 with interest and struck out the Defendant's counterclaim.

4 The Defendant appealed to the District Court against the DR's decision to grant summary judgment. I dismissed the Defendant's appeal. The Defendant has appealed against my decision,

Brief Facts

5 The Defendant is a lawyer who was employed by the Claimant between October 2014 to May 2017. The Defendant was employed pursuant to a Letter of Appointment dated 22 August 2014 ("the 2014 LOA). The letter was signed by the Defendant.[1]

6 Subsequently, the Claimant and Defendant entered into a revised Letter of Appointment dated 1 February 2017 ("the 2017 LOA"). Parties do not dispute that in the 2017 LOA, the Defendant agreed to a revision of his terms of employment and also agreed to pay the Claimant a sum of $184,734.80 in instalments. The 2017 LOA also includes a page which shows how the outstanding liabilities were calculated[2].

[1] Respondent's Bundle of Pleading and Relevant Cause Papers ("RBOP") at page 67. As the Respondent had compiled the relevant documents in the RBOP for the purpose of the hearing, I will give the page reference to the RBOP where available.

[2] RBOP at page 81

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Grounds of Appeal

7 The Defendant advanced three main grounds of appeal:

(a) First ground: The Deputy Registrar erred in finding that she was bound by the High Court's finding in HC/ RAS 11/2025 that the 2017 Letter of Appointment ("2017 LOA") was a settlement agreement.

(b) Second ground: The Deputy Registrar erred in finding that the Respondent had established a prima facie case.

(c) Third ground: The Deputy Registrar erred in failing to find that the Defendant had raised triable issues and that there was a fair or reasonable probability of a bona fide defence

Whether the 2017 LOA was a settlement agreement

8 The Deputy Registrar stated at [37] of her judgment that there were two alternative reasons why she found that the Claimant had made out a prima facie case, one of which was that the 2017 LOA was a settlement agreement and that she was bound by the High Court.

9 However, the Deputy Registrar also stated that even this issue was left aside, the Claimant had shown that a prima facie case was made out. In the next part of the judgment, I will examine whether the Claimant has made out a prima facie case even if the Court did not refer to the 2017 LOA as a settlement agreement. If the answer to this is in the affirmative, there is no need for the Court to decide whether the 2017 LOA was in fact a settlement agreement.

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Whether a prima facie case was made out

10 I find that the 2017 LOA was a contract. The Claimant has shown that the essential ingredients of a contract were present. There was offer and acceptance, consideration, and the conduct of parties show that there was an intention to create legal relations and for the contract to be legally enforceable.

11 Next, I note that the terms relating to the outstanding sum and the repayment of that sum were clear and unambiguous. Leaving aside the pleaded defence of mistake which would not be relevant to the question of whether there was a prima facie case, I did not see any inconsistency or ambiguity on the face of the document.

12 The decision of the High Court in *Mak-Levrion Kah Kay Natasha (alias Mai Jiaqi Natasha) v R Shiamala* [2024] 4 SLR 616 ("Mak-Levrion") does not assist the Defendant. In *Mak-Levrion,* Justice Goh Yihan found that the claimant who was suing on an acknowledgment of debt document ("AOD") had not made out a prima facie case. His Honour explained at [20]:

> As such, the claimant must establish a prima facie case that: (a) the defendant owes her $525,200; and (b) that this figure can be substantiated not only by the AOD but also "the terms of the various loan agreements". As I will now explain, I do not think that the claimant has succeeded in doing so. The claimant is unable to show that the defendant owes her $525,200, **because this figure is not supported by the AOD**, and neither is this figure supported by the other alleged loan agreements. *[emphasis added]*

13 In addition to finding that the AOD was internally ambiguous (at [26]) Justice Goh in *Mak-Levrion* found that the AOD was inconsistent with the claimant's own evidence (at [22]) and the claimant's case was inherently unbelievable in certain respects (at [38]-[41]).

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14 None of the factors highlighted in *Mak-Levrion* were present here. I find that the outstanding sum that is the subject of the present claim is clearly supported by the 2017 LOA (whether or not it is a settlement agreement). The 2017 LOA was clear and unambiguous in respect of the amount owed. Unlike *Mak-Levrion* where there was a vague reference to "several interest-free friendly loans," there was an entire page showing how the claimed sum was arrived at.

15 In such a situation where the Defendant had acknowledged the amount he owed by signing the 2017 LOA, the decision of the Court of Appeal in *Greenline-Onyx Envirotech Phils, Inc v Otto Systems Singapore Pte Ltd* [2007] 3 SLR(R) 40 ("Greenline-Onyx") which Justice Goh cited at [25] of his judgment, would be a more relevant authority.

16 In *Greenline-Onyx,* the parties entered into a settlement agreement for the payment of an outstanding balance. The appellant stopped payment and the respondent claimed for the outstanding sum. One of the issues was whether a certain letter (referred to as the "First Letter" was admissible as an acknowledgement of the debt. The Court of Appeal held at [16] that the letter contained "clear words" of an "admission of a debt" and there was no reason why the Respondent should not be allowed to rely on it.

Should the Court look at the 2014 LOA?

17 Counsel for the Claimant submitted that the Court should examine the 2014 LOA to see if the Defendant was contractually entitled to claim the outstanding liabilities. In support of this, Counsel noted that in *Mak-Levrion,* the High Court examined both the acknowledgment of debt ("AOD") and the underlying loan agreements.

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18 As I have stated above, the 2017 LOA was a valid and enforceable contract. Unlike the AOD in *Mak-Levrion* which Justice Goh found at [21] to be "ambiguous on its face", the terms of the 2017 LOA are clear and there is therefore no need to refer to any external document.

19 I would add for completeness that even if I referred to the 2014 LOA, I did not find anything in the 2014 LOA that was inconsistent on its face with the 2017 LOA. In particular, I note that the 2014 LOA includes certain clauses that describes situations where the Claimant may recover sums of money from the Defendant:

> In addition, in the event that your Collections for any quarter falls below S$34,500.00, then you are to return to the Company such amounts of your salary to the extent of the difference.[3]
>
> …
>
> You will bear the cost of your secretary… The Company may at its sole discretion advance such cost on your behalf and deduct the amounts so advances from any amounts due to you by the Company.[4]

20 Given the above factors, I find that the Claimant has made out a prima facie case for summary judgment.

[3] RBOP at page 259

[4] RBOP at page 259

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Whether the Defendant had raised triable issues and whether there was a fair or reasonable probability of a bona fide defence

21 While I was mindful of the fact that a Registrar's Appeal operated as a rehearing, I noted the DR's careful and comprehensive analysis of the defences of mistake and unconscionability and I agree with her conclusions.

Defence of mistake

22 The first requirement for the Defence of mistake is that the Defendant had to be mistaken with respect to important terms of the contract. The Defendant's claim that he was mistaken when he signed the 2017 LOA was extremely weak because it was inconsistent with his contemporaneous conduct. In particular:

(a) The Defendant was legally trained and would have been aware of the need to ensure that contracts he signed were accurate. Nevertheless, he did not perform any due diligence to verify the amounts outstanding.

(b) The Defendant continued to make payments to the Claimant until January 2019. The communications between the Claimant and Defendant after the signing of the 2017 LOA appeared to involve the Defendant requesting for extensions of time to pay and the Defendant did not query the amount he owed.

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23 Given these factors, a Court is not required to take the Defendant's bare assertion that he was mistaken at face value. More evidence was required to support his assertion before the Court finds that there was a triable issue.

24 In addition, the Defence of unilateral mistake at common law and in equity require the mistaken party to show, *inter alia,* that the other party had either actual knowledge or constructive knowledge respectively. The Defendant submits that the Deputy Registrar erred in that the facts adduced were capable of leading to an inference that the Claimant had the requisite knowledge. In particular, the 2017 LOA made a reference to the 2014 LOA and one could infer that the Defendant had mistakenly believed that the outstanding liabilities were grounded in the 2014 LOA.

25 I do not accept this submission. Apart from stating the total amount owed, the 2017 LOA provides a breakdown of the amounts so the Defendant could have compared the items to the 2014 LOA. If he found discrepancies, he could have queried the claimant. The fact that he did not do so but instead signed the Agreement would suggest to the Claimant that the Defendant agreed that the sums were accurate. As the DR noted, there was no evidence that the Defendant asked for a copy of the 2014 LOA, so it would be reasonable for the Claimant to assume that the Defendant already had his own copy to refer to.

26 Given the above, I find that the Defendant has not shown that the pleaded defence of unilateral mistake (in common law or in equity) gives rise to a triable issue.

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Defence of Unconscionability

27 Parties agree that the applicable test for unconscionability is set out in *BOM v BOK* [2019] 1 SLR 349. The Defendant submits that at the summary judgment stage, the Court is not required to determine whether the Defendant was in fact suffering from an infirmity of sufficient gravity (the first requirement of *BOM v BOK*) as that was a matter for the trial, and the DR should have found that there was a triable issue on the basis of the pleaded case and affidavits.

28 In respect of the first requirement of *BOM v BOK*, the Defendant had to be suffering from an infirmity that acutely affected his ability to conserve his own interests:

(a) The Deputy Registrar correctly noted at [27] of her judgment that there were no material facts pleaded in the Defence which showed that the Defendant was incapable of conserving his own interests as a result of the emotional and mental strain he claimed he suffered.

(b) The Defendant was at the material time practising as an advocate & solicitor, it was reasonable to presume that the Defendant understood the importance of ensuring that his clients signed documents that were accurate and that he could apply this same level of diligence to his own personal affairs. There was no evidence to explain why this was not the case.

29 In respect of the second part of the first requirement of *BOM v BOK* that the infirmity either was or ought to have been evident to the Claimant, I noted that the only evidence produced by the Defendant was that three partners of the Claimant were Facebook friends with Defendant and that the Defendant had

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made some Facebook posts about his father's health condition but there was no evidence that these partners had read these posts.

30 If the partners were in fact aware that the Defendant was suffering from an infirmity that rendered him incapable of conserving his own interests, it would be reasonable for them to be concerned about his ability to conserve the interests of his clients. It would be reasonable for them to have taken steps to verify the Defendant's capacity to act for them. The fact that there was no evidence this occurred suggests that the Claimant was not aware.

31 Finally, it appeared that the Defendant had played an active role in negotiating the agreement. As the DR noted, the plain words of the 2017 LOA indicate that it was the Defendant who requested for a revision of the terms of the 2014 LOA. While this was disputed by the Defendant, the DR noted that the Defendant benefited from the 2017 LOA as he obtained a longer timeline to make repayment of his debts.

32 Given the above, I find that the Defence has not shown that the pleaded defence of unconscionability gives rise to a triable issue.

Conclusion

33 I was mindful of the fact that after the Court finds that a prima facie case for Judgment has been made out, the Court is only required to determine whether the Defence has raised triable issues and not whether the Defendant would ultimately succeed during the trial.

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34 For the reasons stated in my judgment, I find that the Defendant has not shown that there were triable issues. The overall impression is that the pleaded defences were an afterthought and that there was no fair or reasonable prospect of a bona fide defence. Therefore, the appeal is dismissed.

Toh Yung Cheong
District Judge

Mr Eusuff Ali and Ms Yap Xuan Wei [Keystone Law Corporation] for the Claimant/Respondent
Mr Benaiah Lim [Covenant Chambers LLC] for the Defendant/Appellant

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