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Deputy Registrar Andrew Tan Shao Weng
24 August 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 270

District Court Suit No 236 of 2025
Summons No 532 of 2026

Between

(1) Chan Wan Qi, Angela

... Claimant

And

(1) Price Anthony Thomas
(2) Bundleluxe Pte. Ltd.

... Defendants

GROUND OF DECISION

[Striking out]

TABLE OF CONTENTS

INTRODUCTION.....	1
THE LAW.....	3
THE APPLICANT’S CONTENTIONS.....	5
MY DECISION	7
PIERCING THE CORPORATE VEIL	7
DELIBERATE AVOIDANCE OF PERSONAL LIABILITY BY MR PRICE.....	8
THE TORT OF TRESPASS	10
SIMILAR FACT EVIDENCE.....	11
CONCLUSION.....	12
COSTS.....	12

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Chan Wan Qi, Angela
v.
Price Anthony Thomas & Anor

[2026] SGDC 270

District Court Suit No 236 of 2025
Summons No 532 of 2026
Deputy Registrar Andrew Tan Shao Weng
17 June 2026, 25 June 2026

24 August 2026

Deputy Registrar Andrew Tan Shao Weng:

Introduction

1 Price Anthony Thomas (“Mr Price”) is one of two directors of Bundleluxe Pte Ltd (“Bundleluxe”). As of the hearing of this summons, Bundleluxe is a dormant company with no revenue, assets or bank account.¹ Chan Wan Qi, Angela (“Ms Chan”) is the owner of 35 Burnfoot Terrace, Singapore 459827 (“the property”). Ms Chan and Bundleluxe entered into a tenancy agreement vis-à-vis the property on 29 December 2023. The period of tenancy was 1 January 2024 to 31 December 2024, at a monthly rent of \$8,500. The authorised occupants of the property were Mr Price and four members of his family.

¹ See affidavit of Mr Price dated 25 May 2025 at [35].

2 Rent owed pursuant to the tenancy agreement was unpaid from at least May 2024. Despite rent being unpaid, Mr Price and his family continued residing at the property and did not vacate the premises by 29 December 2024 – the date on which the tenancy agreement expired. Instead, they moved out only on 18 March 2025. In short, Mr Price and his family resided at the property without rent being paid to Ms Chan for two thirds of the lease duration and continued to do so for approximately two and a half months *beyond expiration of the lease*. Their continued residence occurred notwithstanding Ms Chan’s requests for payment of arrears and repossession of the property at the expiration of the lease.

3 Through DC/OC 236/2025, Ms Chan pursues causes of action against both Bundleluxe and Mr Price, despite the fact that Mr Price was not a party to the tenancy agreement. The causes of action are breach of contract, and the torts of trespass and conspiracy. In short, Ms Chan’s main contention is that that Mr Price deliberately utilised Bundleluxe as the contracting vehicle to shield himself from personal liability when he was aware that Bundleluxe was in dire financial straits. In addition, trespass occurred because Mr Price and his family were unwanted guests at the property after the lease had expired.

4 By way of DC/SUM 532/2025 Mr Price sought to strike out several portions of the Statement of Claim (“SOC”). If he is successfully in this application, Ms Chan’s options for legal remedy would be limited to recovering damages solely from Bundleluxe. The prayers are as follows:

1. Pursuant to Order 9 Rule 16 of the Rules of Court 2021, that the following portions of the Statement of Claim (Amendment No. 1) be struck out:

- a. Paragraphs 2A and 2B (alleged “modus operandi”);

- b. Paragraphs 14, 14.1—14.6 (allegations of sham / fagade) (sic);
- c. Paragraphs 15 and 15.1—15.5 (veil-piercing and alter ego allegations);
- d. Paragraph 16A (conspiracy to defraud / injure).

2. That the entire claim against the 1st Defendant be struck out, the 1st Defendant not being a party to the Tenancy Agreement and no material facts having been pleaded capable of establishing personal liability.

3. That the claims for fraud and conspiracy against the 2nd Defendant be struck out on the grounds that they:

- a. disclose no reasonable cause of action;
- b. are scandalous, frivolous or vexatious; and
- c. constitute an abuse of the process of the Court.

4. That the action, if it continues at all, proceed only as a contractual tenancy dispute between the Claimant and the 2nd Defendant.

5 I dismissed the summons in its entirety and now provide my reasons below.

The law

6 Any part of pleadings may be struck out pursuant to one of the following three grounds stated in Order 9 Rule 16 of the Rules of Court 2021:

- (a) It discloses no reasonable cause of action or defence;
- (b) It is an abuse of process of the Court; or
- (c) It is in the interest of justice to do so.

7 The bar for a successful striking out application is high. In short, it is only in “plain and obvious cases”² which are wholly devoid of merit” that striking out is warranted. In this regard, the High Court in *Leong Quee Ching Karen v Lim Soon Huat* [2023] 4 SLR 1133 made the following observations (at [25] – [28]):

25 First, it is trite that the bar for succeeding in a striking out application is a high one. Thus, it has been said in *Wing Joo Loong Ginseng Hong (Singapore) Co Pte Ltd v Qinghai Xinyuan Foreign Trade Co Ltd and another and another appeal* [2009] 2 SLR(R) 814, where the Court of Appeal cited its previous decision in *Ko Teck Siang v Low Fong Mei* [1992] 1 SLR(R) 22, which in turn endorsed the English Court of Appeal case of *Wenlock v Moloney* [1965] 1 WLR 1238, (at [172]) that the power to strikeout is “very sparingly exercised, and only [applied] in very exceptional cases” and would not be justified “merely because the story told in the pleadings was highly improbable, and one which it was difficult to believe could be proved”. Indeed, the Court of Appeal put this in the well-known case of *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 (“*Gabriel Peter*”) (at [18]) in the following manner:

In general, it is only in plain and obvious cases that the power of striking out should be invoked. This was the view taken by Lindley MR in *Hubbuck & Sons, Limited v Wilkinson, Heywood & Clark, Limited* [1899] 1 QB 86 at 91. It should not be exercised by a minute and protracted examination of the documents and facts of the case in order to see if the plaintiff really has a cause of action. The practice of the courts has been that, where an application for striking out involves a lengthy and serious argument, the court should decline to proceed with the argument unless, not only does it have doubts as to the soundness of the pleading but, in addition, it is satisfied that striking out will obviate the necessity for a trial or reduce the burden of preparing for a trial. [emphasis added]

The court’s power to strike out is therefore a draconian one to be exercised in plain and obvious cases, and it should not be exercised too readily unless it is clearly shown that the claimant’s case is wholly devoid of merit (see *Gabriel Peter* at [39]).

² *Leong Quee Ching Karen v Lim Soon Huat* [2023] 4 SLR 1133 at [25].

26 Second, pursuant to the above, the applicant in a striking out application bears the burden of proving that the claim is “obviously unsustainable, the pleadings [are] unarguably bad and it must be impossible, not just improbable, for the claim to succeed before the court will strike it out” (see the High Court decisions of *Koh Kim Teck v Credit Suisse AG, Singapore Branch* [2015] SGHC 52 at [21] as well as *Bank of China Ltd, Singapore Branch v BP Singapore Pte Ltd and others* [2021] 5 SLR 738 at [21]).

27 Third, there are three alternative grounds under O 9 r 16(1) of the ROC 2021 which would justify a striking out, namely: (a) no reasonable cause of action; (b) abuse of process; or (c) it is in the interests of justice to do so. In the context of the Kroll Framework, it is the abuse of process ground under O 9 r 16(1)(b) that is relevant. In this regard, the Court of Appeal in *Gabriel Peter* had explained the ambit of this ground as follows

(at [22]):

The term, “abuse of the process of the Court”, in O 18 r 19(1)(d) [ie, O 9 r 16(1)(b) of the ROC 2021], has been given a wide interpretation by the courts. It includes considerations of public policy and the interests of justice. This term signifies that the process of the court must be used bona fide and properly and must not be abused. The court will prevent the improper use of its machinery. It will prevent the judicial process from being used as a means of vexation and oppression in the process of litigation. ... A type of conduct which has been judicially acknowledged as an abuse of process is the bringing of an action for a collateral purpose ...

28 Thus, there would be an abuse of process if a claimant knowingly pursues a case that is “doomed to fail” (see the High Court decision of *Kim Hok Yung and others v Cooperative Centrale Raiffeisen-Boerenleenbank BA (trading as Rabobank) (Lee Mon Sun, third party)* [2000] 2 SLR(R) 455 at [17]). In such a case, the claimant would be, in effect, wasting the court’s time and this would amount to an abuse of process as the proceedings serve no useful purpose. ..

The applicant’s contentions

8 Pared to its essence, Mr Price’s main contention is encapsulated in prayer 4 of his summons: that the Court should only allow Ms Chan’s action to

proceed against Bundleluxe vis-à-vis breach of tenancy. The pleadings pertaining to the remaining causes of action ought to be struck out. Upon close analysis, the causes of action sought to be struck out largely pertain to Mr Price's personal involvement. I turn now to consider the basis of his arguments.

9 First, Mr Price was not the contracting party. In this regard, he states that he “executed the contract solely and strictly in his corporate capacity as a Director...and [t]he contract contains no personal guarantee, indemnity or suretyship clause binding him”.³ As such, he “remains fully protected by separate corporate personality and the clear boundaries of director immunity affirmed by the Court of Appeal in PT Sandipala”.

10 Second, Mr Price contends that Ms Chan's case in piercing the corporate veil is bound to fail as “the 2nd Defendant operates within an established corporate framework. The 2nd Defendant is held by a parent company under multi-shareholder ownership and is governed by a board that includes an independent local Director who owes strict statutory duties under the Companies Act 1967”. In further buttressing his case that Bundleluxe was a “genuine operating business”,⁴ Mr Price highlights that Bundleluxe had revenue of \$974,986 and inventory holdings valued at \$458,000 in FY2024.⁵

11 Third, Mr Price contends that the tort of trespass cannot be sustained as a cause of action because Bundleluxe was the tenant of the property, and he was an authorised occupant pursuant to the tenancy agreement. As such, Mr Price

³ Submissions of Mr Price dated 10 June 2026 at [7].

⁴ Affidavit of Mr Price dated 12 March 2026 at p.2.

⁵ Ibid at [19] – [20].

says, “any dispute regarding possession arises between landlord and tenant under the tenancy agreement”.⁶

12 Fourth, an objection was raised to portions of the Statement of Claim which refer to a past suit, which was eventually settled, involving Mr Price. At paragraph 2B, the claimant pleaded facts pertaining to DC/412/2020 which material facts are as follows. On 11 February 2020, Mr Price and Noranth Ventures (“Noranth”) were sued in relation to a tenancy agreement. Mr Price is a director and shareholder of Noranth. In addition, Lizzy Hashim Price – the wife of Mr Price – is also a shareholder of the company. The claimant in that suit alleged that Noranth breached the tenancy agreement “by failing to pay rent shortly after the commencement of the...tenancy and refusing to deliver vacant possession...to the landlord”.⁷ Mr Price argues that including these facts are prejudicial and that they constitute “legally irrelevant” “similar-fact narratives”.⁸

My decision

13 It was not plain and obvious to me that any of Ms Chan’s pleadings ought to be struck out. To the contrary, there are more than sufficient grounds for them to proceed to trial. I elaborate below.

Piercing the corporate veil

14 I briefly summarise the law vis-à-vis Ms Chan’s causes of action against Mr Price personally. The corporate veil may be lifted where a company is used by a person as his or her alter ego. This is well established. In this regard, the

⁶ Ibid at [42]-[43].

⁷ Statement of Claim (Amendment No. 1) at [2B].

⁸ Submissions of Mr Price at [25].

key consideration is whether the act in question pertained to the company's business or that of the individual.⁹ Further, lifting of the corporate veil takes place where sham structures or transactions are involved.¹⁰

15 Ms Chan's contention that Mr Price acted as the alter ego of Bundleluxe is not unsustainable. At the outset, I observe that Mr Price was one of only two directors of Bundleluxe. According to Michael Blaine Evanoff, the only other director of Bundleluxe, Mr Price "was the person who always interfaced with the Claimant and her Agent".¹¹ Thus, of the two directors of Bundleluxe, only one was involved with dealings pertaining to the property – and that was Mr Price. Further, he effectively acted as the authorised representative of Bundleluxe in negotiating and contracting with Ms Chan vis-à-vis the tenancy agreement for the benefit of him and his family.

Deliberate avoidance of personal liability by Mr Price

16 Part of Ms Chan's case against both defendants vis-à-vis lifting the corporate veil and the tort of conspiracy revolve around two contentions. First, that Mr Price used Bundleluxe as the contracting vehicle despite knowing that the company would be unable to fulfil rental obligations. Second, that Mr Price would then rely upon Bundleluxe's "insolvency or cessation of activity to avoid paying rent and to evade liability for arrears".¹²

⁹ *Alwie Handoyo v Tjong Very Sumito and another and another appeal* [2013] 4 SLR 308 at [96].

¹⁰ *Win Line [UK] Ltd v Masterpart (Singapore) Pte Ltd and another* [1999] 2 SLR(R) 24 at [38].

¹¹ Affidavit of Mr Evanoff dated 29 March 2025.

¹² Submissions of Ms Chan at [19].

17 In countering this facet of Ms Chan’s case, Mr Price points to Bundleluxe’s revenue and inventory around the time of contract (at [10] above). However, what Mr Price did not highlight in his submissions was the fact that that in the very same financial year Bundleluxe paid no tax, had a net loss of \$577,359, and also had accrued losses amounting to \$1,339,892. These facts make it plain that the financial health of Bundleluxe at the time of contract is clearly questionable. Despite being aware of this fact, Mr Price utilised Bundleluxe as the contracting vehicle. A few months into the tenancy agreement, rent was no longer forthcoming. Further, even if Bundleluxe had revenue and inventory as of FY2024, a question arises as to why its finances degenerated so quickly such that it could not even pay for housing – which is regarded by most as an essential necessity. In Ms Chan’s pleaded case, she alleges that Mr Price caused Bundleluxe to dissipate its assets resulting in the company being unable to meet its rental obligations, with the result being that he and his family “would enjoy the usage of the [the property] without having to pay for rent under the Tenancy Agreement”.¹³ The rapid deterioration of Bundleluxe’s finances – even taking Mr Price’s case at its highest – is an incontrovertible fact, which gives credence to Ms Chan’s case.

18 The facts above clearly demonstrate that Ms Chan’s two contentions (at [16] above) are clearly not without basis and hence are not liable to be struck out.

¹³ Statement of Claim (Amendment No. 1) at [14.5].

The tort of trespass

19 The tort of trespass is established when the following three elements are established:¹⁴

- (a) The defendant commits an act of interference with the plaintiff's land;
- (b) The act was committed voluntarily and directly; and
- (c) The plaintiff had possession of the land at the material time.

20 Ms Chan's case is that by remaining on the property past the expiration of the tenancy agreement, Mr Price had committed trespass. His conduct took place notwithstanding Ms Chan having demanded – by way of a letter dated 24 December 2024 from her solicitors – that Mr Price handover possession of the property. Her pleadings vis-à-vis this cause of action clearly pass muster for the purposes of this striking out action. It is undisputed that Mr Price and his family continued residing at the property until 18 March 2025, which was beyond the expiration of the tenancy agreement.

21 Mr Price advanced two arguments in contending that Ms Chan's pleadings vis-à-vis the tort of trespass should be struck out. First, that the "pleaded facts establish only that [Bundluxe] was the sole contractual tenant and that [Mr Price] was an authorised occupant deriving his right of occupation entirely through that corporate tenancy".¹⁵ In other words, only Bundluxe can be held liable for trespass, and not Mr Price. This argument is entirely

¹⁴ Gary Chan Kok Yew and Lee Pey Woan, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) at p. 408.

¹⁵ Submissions of Mr Price at [44].

misconceived. The individuals who deliberately elected to remain on the property premises are most certainly liable for their actions in tort.

22 Mr Price's second argument was that his conduct amounted to holding over, giving rise to contractual damages. As such, given that the contract provided for this situation he cannot be liable in tort. This argument is also misconceived as Ms Chan is entitled to choose which cause of action to pursue. The right of a claimant to such selection was stated in Gary Chan Kok Yew and Lee Pey Woan, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) at p. 195):

There can be concurrent liability in both contract and tort based on *Henderson v Merrett Dyndicates Ltd*, that is a contracting party can choose to sue another in either contract or tort provided he can establish the requisite elements for each cause of action. This principle of concurrent duties in contract and tort has been specifically applied in Singapore.

Similar fact evidence

23 Finally, I address Mr Price's contention that the pleaded facts pertaining to his previous lawsuit should be struck out. At the outset, I note that similar fact evidence is admissible in certain circumstances. Section 15 of the Evidence Act 1893 provides the statutory basis for admissibility, and reads:

Facts bearing on question whether act was accidental or intentional

15. When there is a question whether an act was accidental or intentional or done with a particular knowledge or intention, the fact that such act formed part of a series of similar occurrences, in each of which the person doing the act was concerned, is relevant.

24 Ms Chan's pleadings allege that Mr Price has a modus operandi of contracting through corporate vehicles for tenancy agreements, with the specific objective of shielding himself from personal liability upon default of obligations

vis-à-vis those agreements. Towards this end, her pleadings contain details of a previous transaction (discussed at [12] above) in which a company which Mr Price was a director of tenanted a property and defaulted on its obligations. The legal relevance of these facts is patently obvious and fall within the ambit of section 15 of the Evidence Act. Whether the evidence is subsequently ruled to be admissible at trial is a separate matter to be determined. For the purposes of the matter before me, these pleadings are not liable to be struck out as they are relevant and not bound to fail.

Conclusion

25 The arguments mounted by Mr Price in support of this summons are not without irony. He is effectively contending that Ms Chan's only legal remedy is to seek damages from a company with no assets, revenue, or even a bank account. As a corollary, notwithstanding the fact that he and his family resided at the property his personal assets ought to be shielded. This is precisely what the claimant is alleging of Mr Price's intent by contracting through Bundluxe. Whether he manifested such intent is a matter for trial. For now, Ms Chan has provided more than sufficient basis for her causes of action to deal with the striking out application. Her pleadings pass muster for the purposes of this summons, which is dismissed.

Costs

26 In dismissing the summons, I awarded costs to Ms Chan to be borne jointly and severally by both defendants. In doing so, I applied the following dicta from the Court of Appeal in *BCBC Singapore Pte Ltd and another v PT Bayan Resources TBK and another* [2024] 1 SLR 1:

77 We start with the general position, which is that where an unsuccessful suit was brought by two or more claimants, they will be jointly and severally liable for costs. ...

...

80 Although *Wing Joo Loong* and *Mike Gaffikin* both discussed the rule in relation to a case where there were two or more defendants, we do not see why, in principle, this general rule should differ in a situation where there are two or more claimants. In a case where the joint claimants, or joint defendants, as the case may be, have lost, the general rule is that they will be jointly and severally liable for costs.

81 In our view, the best explanation for the general rule seems to be the fair allocation of risk. For the successful party, it is fairer that any risk of non-collection (for example, from one defendant's insolvency) falls on the other unsuccessful party than the successful party: see *Mike Gaffikin* at 3–4; *Rushcutters* at [2]. As for the unsuccessful parties, they would have had the opportunity to address the risk of liability for costs and prepare for the worst-case scenario in which they lose.

27 This is a case where [81] of the dicta above is of clear application. Ms Chan should not be made to bear the burden of non-collection in light of the fact that she has effectively no chance of recovery against Bundleluxe. Further, as this summons was prosecuted primarily for Mr Price's benefit – insofar as limiting his personal liability – it is just and equitable that he bears the costs of this application.

Andrew Tan Shao Weng

Deputy Registrar

Tan Jinwen Mark (NLC Law Asia LLC) for the plaintiff;
Price Anthony Thomas (in person) (for 1st the defendant and on
behalf of the 2nd defendant)
