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DEPUTY REGISTRAR LEWIS TAN

26 August 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 273

District Court Originating Application for Enforcement Order No 140 of 2026

Between

Tan Sze Shan

... Applicant

And

Gain City Best-Electric Pte Ltd

... Respondent

EX TEMPORE JUDGMENT

[Civil Procedure] — [Judgments and orders] — [Enforcement] — [Whether judgment remains capable of enforcement after attempted performance by judgment debtor]

[Civil Procedure] — [Judgments and orders] — [Enforcement] — [Whether judgment debtor's inputs can be obtained before determining application for an enforcement order made without notice]

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Tan Sze Shan
v
Gain City Best-Electric Pte Ltd

[2026] SGDC 273

District Court Originating Application for Enforcement Order No 140 of 2026
Deputy Registrar Lewis Tan
13 July, 26 August 2026

26 August 2026

Deputy Registrar Lewis Tan (delivering the judgment of the court *ex tempore*):

Introduction

1 The present enforcement application arises from an order requiring the enforcement respondent to provide the enforcement applicant with a replacement laptop or, *in default* of that obligation, to pay him \$1,586. The respondent tendered a replacement laptop within the stipulated time, but the applicant rejected it because it apparently did not carry the requisite warranty.

2 More than four years later, the applicant seeks to enforce the alternative monetary obligation. Interpreting the order, I find that the monetary obligation never arose. The respondent duly tendered performance of the obligation to *provide* a replacement laptop, and the applicant's rejection of that performance did not place the respondent in default. There is therefore no outstanding

obligation capable of enforcement, and the application for an enforcement order is dismissed.

Facts and Procedural History

3 On 14 March 2021, Mr Tan Sze Shan (“**Applicant**”) purchased a laptop, an ASUS Laptop Ryzen 7 4700U, from Gain City Best-Electric Pte Ltd (“**Respondent**”) for \$1,586.00. Subsequently, the Applicant successfully brought a claim in the Small Claims Tribunal (“**SCT**”) against the Respondent in respect of the laptop, with the learned Tribunal Magistrate ordering as follows (the “**SCT Order**”):¹

(1) The Respondent to provide a one-to-one replacement of the [Applicant’s] laptop by 25 February 2022. [**First obligation**]

(2) In default, the Respondent do pay the [Applicant] the sum of \$1,586.00 ... by 25 February 2022, failing which the [Applicant] may enforce the Order accordingly. [**Second obligation**]

4 Sometime on or before 25 February 2022,² the Respondent attempted delivery of a replacement laptop. However, the delivery was rejected by the Applicant as it apparently did not come with the full manufacturer warranty.³

5 The matter was left dormant for more than four years, until May 2026, when the Applicant issued two Letters of Demand to the Respondent, demanding payment of \$1,586. The Respondent rejected the demands as it considered that it had complied with the SCT Order by attempting delivery of a

¹ Affidavit of Tan Sze Shan dated 10 July 2026 (“**TSS**”) at p 3.

² While the Applicant asserts that the delivery was attempted on 25 February 2022, the Respondent’s records indicate that the delivery was attempted on 22 February 2022. On either case, the delivery was attempted before the deadline for performance of the First obligation.

³ TSS at [4].

replacement laptop within the stipulated timeframe, and in so doing “diligent[ly] fulfilled what was asked by the SCT [O]rder”.⁴

6 The Applicant thus took out the present enforcement application, wherein he sought to attach up to \$2,586 in the Respondent’s bank accounts, with this sum comprising \$1,586 of the sum apparently outstanding under the SCT Order, \$500 due to the Bailiff, and \$500 due to Applicant. In accordance with O 22 r 2(3) of the Rules of Court 2021 (“**ROC**”), which provides that “[a]n enforcement applicant *may* apply to the Court by summons without notice for an enforcement order” [emphasis added], the enforcement application was made without notice.

Obtaining Respondent’s Inputs before Determination of the Enforcement Application

7 While the application was appropriately made without notice, O 22 r 2(3) of the ROC does not require the Court to determine it without first hearing from the enforcement respondent; the rule merely provides that the application “may” be made without notice. Pursuant to the Court’s general case-management powers under O 3 r 2(2) of the ROC to ensure that justice is done and having regard to the Ideal of achieving fair and practical results suited to the needs of the parties under O 3 r 1(2)(e) of the ROC, I directed that the Respondent be given an opportunity to respond.

8 This was appropriate because the Applicant’s own affidavit disclosed that the Respondent had tendered a replacement laptop within the time stipulated by the SCT Order, which the Applicant rejected. Whether the Respondent was “in default”, and hence whether any obligation remained

⁴ TSS at p 10.

capable of enforcement, was therefore an anterior issue which ought to be determined before any enforcement order was made. Determining the application without first resolving that issue risked unnecessary expenditure of time and costs, as it would merely defer the determination of this anterior issue to a later stage when the decision was subsequently challenged by the party adversely affected by my decision.

No Outstanding Obligation to Enforce

9 Having heard from parties, I find for the Respondent on this anterior issue. As the First obligation was performed, the Second obligation – which only arose if the Respondent was in default of the First obligation – did not arise. Accordingly, there is no outstanding obligation under the SCT Order capable of enforcement, and the application is dismissed. I elaborate.

10 In *Hoban Steven Maurice Dixon and another v Scanlon Graeme John and others* [2007] 2 SLR(R) 770 (“**Hoban**”), the appellants sued the respondents for minority oppression but subsequently decided on an exit mechanism for the appellants’ shares in the third respondent company to be purchased by the first and second respondents. With broad agreement from the parties, the trial judge ordered parties to appoint an expert to value the shares in the third respondent so that the first and second respondents could “purchase” the appellants’ shares (“**June 2004 Order**”). The appointed expert valued the company’s shares at nil, and the trial judge declined to adjust this valuation. Given the nil valuation, the Court of Appeal declared the trial judge’s June 2004 Order inoperative as any share transfer would have been a gift rather than a “purchase” as envisaged in the order. According to the Court, “[i]t would be wholly unreasonable and unjust to attribute to the trial judge an intention that in circumstances where the subject shares are valued at nil value, the [a]ppellant

is under an obligation to effectively give away its shares to the [f]irst and [s]econd [r]espondents” (*Hoban* at [41]). Accordingly, the order was rendered “inoperative by reason of the legal fact that the subject shares could not be purchased by the [f]irst and [s]econd [r]espondents at nil value. This means that the parties are restored to the *status quo ante*, as if the June 2004 Order had never been made” (*Hoban* at [46]).

11 I pause at this juncture to observe that while the June 2004 Order in *Hoban* was an order made with broad agreement from parties, it was *not* a contractual consent order, but an ordinary order of court. This can be seen from [41] of *Hoban*, where the Court of Appeal interpreted the order from the perspective of the *trial judge* rather than that of the parties; the latter would have been the case if the order was a contractual consent order (*Turf Club Auto Emporium Pte Ltd and others v Yeo Boong Hua and others and another appeal and other matters* [2017] 2 SLR 12 at [172]). *Hoban* is therefore instructive as to the proper interpretation of the SCT Order, which is likewise an ordinary court order.

12 I return to the facts of this case. The Applicant accepts that the Respondent “attempted delivery [of a replacement laptop] on 25 February 2022”, but that he rejected it because it “did not come with the full manufacturer warranty that is standard for all new laptops”.⁵ Before me, he also acknowledged that the Respondent attempted delivery of a brand new laptop, but he did not accept it as he wanted a “brand new [replacement laptop] with warranty”. Crucially, the Applicant has *not* asserted that the offered replacement laptop was of a different make or model from the one that he had purchased.

⁵ TSS at [4].

13 Hence, on the Applicant’s own case, the offered replacement laptop was rejected solely because it lacked the requisite warranty, not because it was physically different from the laptop purchased. Since “provide” ordinarily means to make available (*Oxford English Dictionary*, “Provide” <oed.com> (accessed 26 August 2026); *Meriam-Webster Dictionary*, “Provide” <merriam-webster.com/dictionary> (accessed 26 August 2026); and *Cambridge Dictionary*, “Provide” <dictionary.cambridge.org> (accessed 26 August 2026)), the Respondent performed the First obligation by making a “one-to-one replacement” available to the Applicant within the stipulated time.

14 The fact that the Applicant declined to take possession because of the apparent lack of warranty did not detract from that performance. Nowhere in the SCT Order is it stated that the replacement laptop “must be a brand-new laptop with full manufacturer warranty equivalent to the original unit”,⁶ nor are there words to such effect. In fact, the original purchase order for the Applicant’s laptop also did not expressly provide for such a warranty.⁷ I have also not been provided with the transcript of the proceedings before the Tribunal Magistrate that would support such an interpretation. It would thus be “wholly unreasonable and unjust to attribute to the [Tribunal Magistrate] an intention” (*Hoban* at [41]) to impose a warranty requirement which finds no expression in the SCT Order or the underlying purchase order. To read such a requirement into the SCT Order would impermissibly enlarge its terms and, more fundamentally, allow the Applicant to treat the Respondent as being in default by reference to a condition which the Tribunal Magistrate never imposed.

⁶ TSS at [4].

⁷ TSS at p 5.

15 By insisting on the warranty, the Applicant is essentially seeking an improvement to the SCT Order which goes beyond its terms. This cannot be countenanced. As the Court recently explained in *GNC Holdings LLC v ONI Global Pte Ltd and another* [2026] SGHC(I) 11 at [11]:

The role of the Court is to enforce the Award or not as the case may be, not to begin hearing a case on what might be seen as *improvements to the orders to be now sought by a party*. ... That is the role of the Court: to enforce the award, not to rehear an application to vary the award as to relief. [emphasis added]

I therefore find that the Respondent was not “in default” of its First obligation “to provide a one-to-one replacement of the [Applicant’s] laptop by 25 February 2022”. The Applicant’s rejection of the replacement based on a requirement not imposed by the SCT Order did not place the Respondent in default. The Second obligation to pay the Applicant \$1,586 therefore did not arise.

16 There is consequently no outstanding obligation under the SCT Order capable of enforcement, and no basis to make an enforcement order under O 22 r 2(1) of the ROC. This is consistent with the scheme of O 22: O 22 r 2(6) contemplates continued enforcement where the amount due has not been fully satisfied or the enforcement respondent has not complied with all the terms of the order, while O 22 r 2(8)(a) contemplates the cessation of enforcement where the enforcement respondent has complied with all the terms of the Court order that is being enforced. There is therefore no unsatisfied obligation remaining under the SCT Order upon which an enforcement order can operate.

Conclusion

17 In summary, the Respondent did what the SCT Order required: it duly provided a one-to-one replacement within the stipulated time. The Applicant’s rejection of that replacement on a basis not found in the SCT Order did not place

the Respondent “in default”. The alternative monetary obligation therefore never arose, leaving no unsatisfied obligation capable of enforcement.

18 The application for an enforcement order is thus dismissed. I will now hear parties on costs.

Lewis Tan
Deputy Registrar

The applicant in person;
Sheam Zenglin (Shen Zenglin) and Lee Soo Chye (Oaks Legal LLC)
for the respondent.
