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DEPUTY REGISTRAR LEWIS TAN

5 October 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 326

District Court Suit No 302 of 2022

Summons No 718 of 2026

Between

Low Siong Ngo

... Plaintiff

And

Goh Mei Loon

... Defendant

JUDGMENT

[Civil Procedure] — [Delay] — [Setting aside] — [Whether inordinate delay fatal to application to set aside default judgment]

[Restitution] — [Unjust enrichment] — [Whether claim in unjust enrichment available where there are other possible causes of action]

[Restitution] — [Unjust enrichment] — [Whether limitation period or laches applicable]

[Trusts] — [Constructive trusts] — [Nature of constructive trust] – [Whether “Class 1” or “Class 2” constructive trust]

[Equity] — [Defences] — [Laches] — [Whether defence of laches applies to plaintiff’s claim for trust property or proceeds]

TABLE OF CONTENTS

INTRODUCTION	1
FACTS AND PROCEDURAL HISTORY	3
PLAINTIFF’S ALLEGEDLY MISTAKEN BELIEF OF AN EXCLUSIVE ROMANTIC RELATIONSHIP	3
DEFAULT JUDGMENT AGAINST THE DEFENDANT	4
AMENDMENT OF DEFAULT JUDGMENT AND FURTHER SERVICE ON THE DEFENDANT	5
MALAYSIAN ENFORCEMENT PROCEEDINGS	5
MALAYSIAN BANKRUPTCY PROCEEDINGS	6
THE DEFENDANT’S APPLICATION FOR SETTING ASIDE IN SINGAPORE	7
THE AMENDED DEFAULT JUDGMENT WAS REGULARLY OBTAINED	7
THE AMENDED DEFAULT JUDGMENT SHOULD BE SET ASIDE IN ITS ENTIRETY	9
LENGTHY DELAY IN BRINGING THE SETTING-ASIDE APPLICATION	9
THE DEFENDANT HAD NOTICE OF THE SINGAPORE PROCEEDINGS BUT ONLY ACTED WHEN THE THREAT OF ENFORCEMENT BECAME REAL	11
THE DEFENDANT PRIORITISED RESISTING ENFORCEMENT IN MALAYSIA	13
THE PLAINTIFF WOULD SUFFER SIGNIFICANT PREJUDICE IF THE AMENDED DEFAULT JUDGMENT WERE SET ASIDE	13
THERE ARE SUFFICIENTLY COGENT MERITS FOR SETTING ASIDE THE AMENDED DEFAULT JUDGMENT	14
<i>There is a strong argument that unjust enrichment is unavailable to the Plaintiff</i>	15
(1) The present evidence favours the claims in unjust enrichment if the cause of action is available	15

(2) There is a strong argument that the Plaintiff’s pleadings disclose conventional causes of action which would preclude reliance on unjust enrichment.....	18
(3) It is immaterial that the conventional causes of action may now be time-barred	21
(4) Unjust enrichment is neither subject to limitation nor laches.....	22
<i>The Defendant has raised substantial defences in limitation and laches against the Trust Claim.....</i>	<i>23</i>
CONCLUSION.....	27

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Low Siong Ngo

v

Goh Mei Loon

[2026] SGDC 326

District Court Suit No 302 of 2022 (Summons No 718 of 2026)
Deputy Registrar Lewis Tan
24 August 2026; 25 September 2026

5 October 2026

Judgment reserved.

Deputy Registrar Lewis Tan:

Introduction

1 This application to set aside a default judgment arises from a claim concerning substantial payments made during a personal relationship. The Plaintiff commenced this action in February 2022 seeking restitution of sums exceeding \$100,000 which he had paid to or for the benefit of the Defendant between 2009 and 2015. His case in unjust enrichment is that he did so under the mistaken belief that they were in a committed and exclusive relationship. The Defendant's position is that they were never in such a relationship. She nevertheless accepts that she received the financial benefits but maintains that they were voluntary payments and gifts which the Plaintiff chose to confer on her.

2 The Defendant did not participate in the proceedings and judgment in default was entered against her in September 2022. That judgment was subsequently amended in minor respects in 2023, and the Plaintiff thereafter took steps to enforce it in Malaysia, eventually commencing bankruptcy proceedings against the Defendant there. It was only after those proceedings had advanced that the Defendant sought to challenge the amended judgment in Singapore, applying in April 2026 to set it aside. By then, almost four years had elapsed since she was first served with the cause papers for these proceedings.

3 That delay presents a formidable obstacle to the Defendant's application. A party who allows a regularly obtained judgment to stand for years without satisfactory explanation cannot ordinarily expect to reopen the proceedings merely because she has an arguable defence on the merits. But delay is not invariably fatal, for it is only one factor in the Court's overall exercise of discretion, and sufficiently cogent merits may justify a setting aside even after an inordinate delay. This is such a case. The Defendant has raised a strong argument that unjust enrichment may not be available to the Plaintiff because conventional causes of action could arise from the same facts. As for his remaining claim premised on trust, the Defendant has raised substantial defences in limitation and laches. Taken together, these matters strike at the foundation of the default judgment and warrant its reopening notwithstanding the Defendant's inordinate delay. I therefore allow the setting-aside application.

Facts and procedural history

4 The Plaintiff, Mr Low Siong Ngo, is a Singaporean who met the Defendant, Ms Goh Mei Loon, a Malaysian, sometime in 2008 while they were employed in the Singapore branch of the same company.¹

Plaintiff's allegedly mistaken belief of an exclusive romantic relationship

5 According to the Plaintiff, by the end of 2009, the parties were committed to a long-term romantic relationship.² Between 2009 and 2015, he conferred substantial financial benefits on the Defendant, including payments towards her insurance premiums, personal expenses and business ventures; a jewellery set intended as an engagement gift (“**Matrimonial Heirlooms**”); sums towards what he says was to be their matrimonial home in Malaysia; and access to a Malaysian savings account from which she made withdrawals. The Plaintiff alleges that these benefits, amounting to more than \$100,000 and RM21,600, were conferred while he was operating under the mistaken belief that the Defendant was committed to an exclusive relationship with him (“**Alleged Mistake**”).³

6 In June 2015, however, the Plaintiff discovered that the Defendant had been in a relationship with another man, Gary Yeo (“**Gary**”), whom she subsequently married. The Plaintiff's case is that he then realised that the Defendant had not been committed to the exclusive relationship which he

¹ Statement of Claim (“**SOC**”) at [3].

² SOC at [7].

³ SOC at [12], [14], [17], [22], [27]–[28], [30]–[35] and [38]–[40].

believed existed and had instead been “falsely leading him on” because she wanted his money.⁴

7 On 10 February 2022, the Plaintiff commenced this action seeking to recover the benefits described at [5] above. For each head of claim, he relied on unjust enrichment, asserting that the benefits had been conferred while he operated under the Alleged Mistake.⁵ Additionally, he alleged that the Defendant held the sum of \$31,510 or any proceeds thereof on trust for him as that sum had been transferred to her for the purpose of purchasing the parties’ matrimonial property in Malaysia (“**Trust Claim**”).⁶

Default judgment against the Defendant

8 On 26 July 2022, the Plaintiff obtained permission to serve his Writ of Summons, Statement of Claim and supporting affidavit (collectively, the “**Court Papers**”) on the Defendant out of Singapore by substituted service through two WhatsApp numbers, her Facebook account and her Instagram account (“**Substituted Service Order**”).

9 The Court Papers and Substituted Service Order were served through all four prescribed modes on 3 August 2022.⁷ The Defendant did not enter appearance, and on 9 September 2022, the Plaintiff entered default judgment against her under O 13 of the Rules of Court (Cap 322, R 5, 2014 Rev Ed). Under the default judgment, DC/JUD 1638/2022, the Defendant was ordered to

⁴ SOC at [7], [42]–[46].

⁵ SOC at [48]–[56].

⁶ SOC at [30]–[37] and [53].

⁷ Affidavit of Lua Wei Liang, Wilbur dated 29 May 2026 (“**LWL**”) at pp 122–144.

pay to the Plaintiff \$100,802.99 and RM21,600, along with interests and costs of \$2,781.20 (“**Default Judgment**”).

10 The Plaintiff thereafter instructed Malaysian solicitors to enforce the Default Judgment. On 20 December 2022, they served a copy at the Defendant’s registered residential address in Johor Bahru (“**Johor Address**”) by registered post.⁸ The Defendant did not respond.

Amendment of default judgment and further service on the Defendant

11 On 22 June 2023, the Plaintiff applied to amend the Court Papers and Default Judgment to correct the Defendant’s name and identification number and a clerical error which understated the judgment sum by about \$12 (“**Amended Court Papers**”). The application was served through the modes prescribed by the Substituted Service Order and was granted in the Defendant’s absence on 31 August 2023.⁹

12 The resulting amended judgment (“**Amended Default Judgment**”) was served on the Defendant by the Plaintiff’s Malaysian solicitors at the Johor Address on 3 October 2023. As before, the Defendant did not respond.

Malaysian enforcement proceedings

13 On 10 October 2024, the Malaysian solicitors commenced proceedings in the High Court of Malaya at Johor Bahru, Malaysia (“**Johor High Court**”) to register and enforce the Amended Default Judgment (“**Malaysian Enforcement Proceedings**”). The summons and supporting affidavits for the

⁸ LWL at [45]–[46], Annex G and Annex H.

⁹ LWL at [52] and [56].

Malaysian Enforcement Proceedings were served on the Defendant by way of registered post to the Defendant’s Johor Address on 22 October 2024.¹⁰

14 On 20 January 2025, the Johor High Court ordered the Defendant to pay the sums prescribed in the Amended Default Judgment (“**Malaysian Order**”).¹¹ The Plaintiff’s Malaysian solicitors served the Malaysian Order under the cover of a letter of demand to the Defendant’s Johor Address on 12 February 2025.¹²

Malaysian bankruptcy proceedings

15 After the Malaysian Order remained unsatisfied, the Plaintiff commenced bankruptcy proceedings against the Defendant (“**Malaysian Bankruptcy Proceedings**”). Following unsuccessful attempts at personal service,¹³ the Johor High Court permitted substituted service of the bankruptcy papers, and ordered that they be served by, among others, posting at the Johor Address and publishing a notice in one issue of the *Nanyang Siang Pau* newspaper. Substituted service was effected in August 2025.¹⁴

16 It was thereafter that the Defendant began challenging the Plaintiff’s enforcement efforts. In October and November 2025, she applied to set aside the Malaysian Order and bankruptcy notice and sought stays of both the Malaysian Enforcement Proceedings and the Malaysian Bankruptcy Proceedings (collectively, the “**Malaysian proceedings**”).¹⁵

¹⁰ 3rd Affidavit of Low Siong Ngo dated 12 June 2026 (“**LSN-3**”) at [20]–[21].

¹¹ LSN-3 at pp 166–169.

¹² LSN-3 at [25] and pp 171–180.

¹³ LSN-3 at [26].

¹⁴ LSN-3 at [26(d)]–[26(f)] and pp 230–233.

¹⁵ LSN-3 at [30]–[31].

The Defendant's application for setting aside in Singapore

17 On 28 January 2026, the Defendant's solicitors from LP Law Corporation filed the Notice of Appointment of Solicitor in the Singapore proceedings. Thereafter, on 9 April 2026, the Defendant applied to set aside the Amended Default Judgment.

18 The Defendant accepts that the Plaintiff conferred financial benefits on her but maintains that they were voluntary gifts or payments.¹⁶ She also contends that the unjust enrichment claim was framed to avoid the time-bar and should be barred by laches.¹⁷ In further submissions directed by the Court, she submitted that the Plaintiff is not entitled to pursue his claims in unjust enrichment because conventional causes of action are available on the same facts.¹⁸

19 The Malaysian proceedings have been adjourned pending the outcome of the present setting-aside application.

The Amended Default Judgment was regularly obtained

20 The first issue is whether the Amended Default Judgment was regularly obtained. The Defendant averred in her affidavit that she “did not receive the documents purportedly served on [her]” as she had blocked the Plaintiff on her Malaysian number.¹⁹ However, the fact that a defendant may not have actually received documents served pursuant to an order for substituted service does not, without more, render a default judgment irregular.

¹⁶ Affidavit of Goh Mei Loon dated 1 April 2026 (“GML”) at [13] and [16].

¹⁷ GML at [17].

¹⁸ Defendant's Further Written Submissions dated 25 September 2026 at [12]–[16].

¹⁹ GML at [6].

21 This is illustrated by *Oversea-Chinese Banking Corp Ltd v Frankel Motor Pte Ltd* [2009] 3 SLR(R) 623 (“*OCBC v Frankel Motor*”). There, the plaintiff obtained an order for substituted service of the writ on the second defendant by posting it at his last known address. After service was effected, default judgment was entered against the second defendant in default of appearance. It later emerged that the second defendant was not residing at that address when the attempts at personal service and substituted service were carried out. Nevertheless, the High Court held that the plaintiff could not be criticised for effecting service there as the plaintiff had complied with the applicable requirements and had neither been informed nor could reasonably have known that the second defendant had changed address. The second defendant failed to show that the substituted service order had been improperly obtained, and the default judgment was a regular one (*OCBC v Frankel Motor* at [15] and [20]).

22 The same reasoning applies here. The Substituted Service Order prescribed four modes of service, including by Facebook and Instagram (see [8] above), all of which were complied with *before* the Default Judgment and Amended Default Judgment were obtained. Even if the Defendant had blocked the Plaintiff on her Malaysian number, that does not establish that she did not receive notice of the Court Papers and Amended Court Papers: they were sent not by the Plaintiff, but by the Plaintiff’s solicitors. Out of an abundance of caution, the Plaintiff’s solicitors also instructed a process server to re-transmit the Court Papers via WhatsApp to both her Malaysian numbers on 8 August 2022.²⁰ The Plaintiff thus took steps consistent with the purpose of substituted service, namely “to create the *highest possible chance* that a defendant would

²⁰ LWL at [38] and pp 160–176.

be notified about the proceedings” [emphasis in original] (*Zhang Jinhua v Yip Zhao Lin* [2024] 5 SLR 1046 at [49]).

23 The Defendant adduced no evidence that the Plaintiff failed to comply with the Substituted Service Order, nor did she raise any ground to impugn its validity. As service effected in accordance with a substituted service order is “equivalent for all purposes to actual service” (*Watt v Barnett* (1878) 3 QBD 363, cited with approval in *OCBC v Frankel Motor* at [12]), Mr Kenneth Wong, the instructed counsel for the Defendant (“**Defendant’s counsel**”), rightly conceded that the Amended Default Judgment was regularly obtained.

24 The onus is thus on the Defendant to establish a *prima facie* defence by raising triable or arguable issues (*Mercurine Pte Ltd v Canberra Development Pte Ltd* [2008] 4 SLR(R) 907 (“*Mercurine*”) at [60]). The merits of the defence, while “highly significant in its own right”, are not determinative. They must be weighed against the explanation for the default, any delay in bringing the setting-aside application, and any prejudice to the other party (*Mercurine* at [65]). It is to these factors that I now turn.

The Amended Default Judgment should be set aside in its entirety

Lengthy delay in bringing the setting-aside application

25 I begin my assessment with the Defendant’s delay in bringing this application, which was only taken out on 9 April 2026. By then, more than three years and eight months had elapsed since the Court Papers were served on her in August 2022, and more than three years had elapsed since the Default Judgment was delivered to her Johor Address in December 2022. Although the Default Judgment was subsequently amended to correct the Defendant’s name and identification number and to increase the judgment sum by around \$12,

these amendments were minor. In any event, the Amended Default Judgment had been served at the Johor Address on 3 October 2023, more than two and a half years before this application was brought (see [9]–[12] above).

26 The authorities demonstrate that such significant delay may weigh heavily against setting aside:

(a) In *U Myo Myo Nyunt (alias Michael Nyunt) v First Property Holdings Pte Ltd* [2021] 2 SLR 816 (“*U Myo Nyunt*”), the Court of Appeal dismissed an application taken out *about three to three and a half years* after the judgments were obtained (at [89]), notwithstanding that the appellant had “an arguable case at best” (at [105]).

(b) In *Rex Lam Paki v PNG Sustainable Development Program Ltd* [2023] 2 SLR 170 (“*Rex Lam Paki*”), the Appellate Division of the High Court declined to set aside a judgment where no good reason had been provided for why the appellant only applied to set aside the judgment some *17 months* after learning of it (at [28]).

(c) In *Lee Theng Wee v Tay Chor Teng* [2003] SGHC 173, Woo Bih Li J (as he then was) dismissed an application taken out *more than three years* after judgment. The lack of valid reasons for the “very long delay” was fatal to the application, notwithstanding that the defence had some prospect of success (at [17]).

27 Delay is not, however, determinative. It must be weighed with the reasons for the delay, the merits of the defence and the other relevant circumstances (*Mercurine* at [65]). As the Court observed in *Mercurine* at [35]: “procedural rules must not occasion injustice by unfairly depriving a party of

an opportunity to argue its case. On the other hand, the indolent cannot as a matter of course be awarded the same measure of justice as the diligent.”

The Defendant had notice of the Singapore proceedings but only acted when the threat of enforcement became real

28 I thus turn to the reasons proffered for the delay in bringing this setting-aside application. The Defendant says that she only learned of these proceedings in August 2025, when her parents informed her of a bankruptcy notice bearing her name in the *Nanyang Siang Pau*.²¹ She thereafter challenged the Malaysian proceedings before appointing solicitors in Singapore in January 2026 and bringing this application on 9 April 2026.²² Her counsel submits that the intervening period was reasonably required to address the Malaysian proceedings, obtain and review the Singapore court record and take instructions from the Defendant, who was abroad.²³

29 I do not accept that the Defendant remained unaware of the Singapore proceedings until August 2025. The screenshots from Facebook, Instagram and WhatsApp upon which she relies do not assist her. Service was effected not by the Plaintiff, whose number she claims to have blocked, but by his solicitors and a process server. The Court Papers and Amended Court Papers were delivered through the modes prescribed by the Substituted Service Order, including to the same Facebook and Instagram accounts exhibited by the Defendant.²⁴ The Default Judgment and Amended Default Judgment were also separately served by *post* (rather than message) at the Johor Address. In fact, when the Malaysian

²¹ LSN-3 at pp 259–260, [5]–[6] and pp 283–284, [5]–[6].

²² LSN-3 at pp 247, pp 334–335 and pp 349–351, [5]–[6].

²³ Defendant’s written submissions dated 18 August 2026 at [13].

²⁴ LWL at Annex B and Annex E.

Order and letter of demand were served at the Johor Address in February 2025, receipt was acknowledged by one “*Goh Khye Loon*”,²⁵ whose name bears a striking similarity to the Defendant’s, “*Goh Mei Loon*”. No reason has been proffered for why she did not receive the papers through these various channels.

30 More significantly, her evidence in the Malaysian proceedings demonstrates that she had detailed knowledge of the Singapore proceedings. By November 2025, she had accurately recounted in her Malaysian affidavits the chronology of these proceedings from their commencement in February 2022, including the Substituted Service Order, the Default Judgment and its subsequent amendment.²⁶ She had also furnished the Amended Court Papers and both judgments to an expert.²⁷ Yet, at the time, she had no solicitors on record in Singapore and had not applied to inspect the Singapore case file. She has not explained how, having supposedly first learned of these proceedings only in August 2025, she acquired such detailed knowledge of their history by November 2025.

31 I therefore do not accept that the Defendant remained unaware of the Singapore proceedings until August 2025. Rather, the evidence shows that she plainly had detailed knowledge of the Singapore proceedings but chose to seek relief in Singapore only when the Malaysian proceedings had progressed to the point where the threat of enforcement was sufficiently serious. Her actions bear a close resemblance to the conduct of the appellants in *U Myo Nyunt* and *Rex Lam Paki*, where the appellants likewise delayed challenging the Singapore judgments until faced with their enforcement abroad. In both cases, the courts

²⁵ LSN-3 at [25] and pp 171–180.

²⁶ LSN-3 at pp 260–261, [7]; pp 284–285, [7]; and pp 351–352 at [8].

²⁷ LSN-3 at p 304.

dismissed the belated setting-aside applications notwithstanding that the intended defences had some merit.

The Defendant prioritised resisting enforcement in Malaysia

32 There is a further point which compounds the Defendant's delay. In *U Myo Nyunt*, the Court of Appeal regarded it as significant that the appellant was "not merely *ignoring* the Singapore proceedings; rather, he was running *parallel proceedings* in Myanmar to undermine the Singapore proceedings..." [emphasis in original] (*U Myo Nyunt* at [87]). A similar consideration arises here.

33 Even accepting, contrary to my finding above, that the Defendant only learned of the Singapore proceedings in August 2025, she waited another eight months before bringing this application in April 2026. Yet, by November 2025, she had adduced an expert report and filed affidavits to resist the Malaysian proceedings,²⁸ while leaving the judgment itself unchallenged in Singapore. Her decision to prioritise resisting enforcement in Malaysia rather than seeking relief in Singapore was therefore a matter of choice which exacerbated her delay.

The Plaintiff would suffer significant prejudice if the Amended Default Judgment were set aside

34 Setting aside the Amended Default Judgment would also cause substantial prejudice to the Plaintiff. Having obtained judgment in 2022, he incurred further costs serving the amended papers and judgments, pursuing enforcement in Malaysia, commencing the Malaysian proceedings, and responding to the Defendant's applications there. Much of this expenditure

²⁸ LSN-3 at p 305.

could have been avoided had the Defendant challenged the judgment promptly. Setting aside would now also require the Plaintiff to revisit a claim commenced more than four years ago in materially different circumstances.

35 Similar prejudice was regarded as significant in *U Myo Nyunt*, where the Court allowed judgments which imposed liability of approximately US\$66m to stand as the respondent had incurred significant costs enforcing the judgments abroad and would have to restart proceedings several years after they began if they were set aside (*U Myo Nyunt* at [89] and [104]). The prejudice occasioned by the Defendant's prolonged delay is therefore another factor which weighs against setting aside the Amended Default Judgment.

There are sufficiently cogent merits for setting aside the Amended Default Judgment

36 Where there has been an inordinate delay, the merits of the setting-aside application must be particularly cogent (*Mercurine* at [97]). For the reasons that follow, I find that this high threshold is met. The Plaintiff's claims rest on two bases which require separate consideration. First, he relies on unjust enrichment for each head of claim. While the present evidence favours these claims, the Defendant has raised a strong argument that unjust enrichment may be unavailable because the same facts are capable of engaging conventional causes of action, in particular fraudulent misrepresentation. Second, in respect of the Trust Claim, the Defendant has substantial defences based on limitation and laches. Taken together, these matters are sufficiently cogent to warrant reopening the proceedings notwithstanding her delay.

There is a strong argument that unjust enrichment is unavailable to the Plaintiff

- (1) The present evidence favours the claims in unjust enrichment if the cause of action is available

37 I begin with the underlying merits of the unjust enrichment claims. Assuming that cause of action is available to the Plaintiff, I accept that the present evidence favours his claims.

38 The elements of an unjust enrichment claim are well-settled: (a) the defendant has benefitted or been enriched; (b) the enrichment was at the expense of the plaintiff; and (c) the enrichment was unjust (*Esben Finance Ltd and others v Wong Hou-Lianq Neil* [2022] 1 SLR 136 (“**Esben Finance**”) at [125], citing *Wee Chia Sek Anna v Ng Li-Ann Genevieve (sole executrix of the estate of Ng Hock Seng, deceased) and another* [2013] 3 SLR 801 at [98]).

39 The first two elements are not seriously disputed.²⁹ The Defendant accepts that she received the benefits which form the subject of the Plaintiff’s claims, and that they were conferred by the Plaintiff at his expense. Her own evidence is that “the payments were gratuitous acts motivated by personal choice...”.³⁰ The key issue is thus whether her enrichment at the Plaintiff’s expense was unjust.

40 The Plaintiff relies on mistake of fact as the unjust factor. This requires him to show that (a) he was mistaken as to the true facts; and (b) the mistake caused him to confer the benefit on the Defendant. Even if these can be established, relief may nevertheless be denied if (c) he responded unreasonably

²⁹ See PWS at [131]–[132].

³⁰ GML at [13].

to his doubts and thus unreasonably ran the risk of error; or (d) he compromised or settled his claim with the Defendant, or is estopped from pleading the mistake (*Singapore Swimming Club v Koh Sin Chong Freddie* [2016] 3 SLR 845 at [94], citing *Goff & Jones: The Law of Unjust Enrichment* (Sweet & Maxwell, 8th Ed, 2011) at para 9-31). On the evidence before me, each consideration favours the Plaintiff:

(a) First, the Defendant accepts the factual premise of the Alleged Mistake. Her evidence is that “[a]t no point was the relationship defined as exclusive” and that the Plaintiff’s belief was “merely his own subjective assumption.”³¹ She therefore does not dispute that the parties were never in the exclusive relationship which the Plaintiff says he believed existed.

(b) Second, it is likelier that the Alleged Mistake was the operative cause of his expenditure. The Plaintiff says that he was “not a high-income earner” and “would not have spent upwards of S\$100,000, including a jewellery set marketed as ‘*Matrimonial Heirlooms*’, on the Defendant if [he] believed she was simply a casual friend or even a non-exclusive romantic partner.”³² Furthermore, the Matrimonial Heirlooms were purchased on 27 April 2013³³ at the Defendant’s request, after the parties discussed marriage and having children.³⁴ This is difficult to reconcile with the Defendant’s assertion that the Plaintiff was motivated purely by personal choice. The fact that the payments ceased after the

³¹ GML at [10]–[12].

³² LSN-3 at [48].

³³ LSN-3 at Annex Q.

³⁴ LSN-3 at [46].

Plaintiff discovered the Defendant's relationship with Gary in 2015 also lends support to his case that the Alleged Mistake was causative.

(c) Third, the evidence does not suggest that the Plaintiff had reason to doubt the exclusivity of the parties' relationship. The Defendant says that she only saw the Plaintiff occasionally from 2009 to 2013, and stopped seeing him in 2013 after meeting Gary, whom she married in 2015.³⁵ However, this timeline does not cohere with the benefits conferred by the Plaintiff, which began in 2009 but *increased* from 2013, *after* she had supposedly stopped seeing him. Nor does it explain why the Plaintiff purchased the Matrimonial Heirlooms in April 2013 and gave them to the Defendant.³⁶ There is also no evidence that the Defendant informed the Plaintiff that their relationship was non-exclusive or otherwise sought to dispel his Alleged Mistake. Even if the Plaintiff had reason to harbour doubts, there is no evidence that he responded unreasonably to them. The Defendant continued to accept benefits consistent with his alleged understanding that their exclusive relationship continued.

(d) Fourth, there is no evidence of any compromise or settlement, and the Defendant's counsel did not identify any applicable estoppel or rely on change of position.

Accordingly, if unjust enrichment is available to the Plaintiff, the present evidence favours his claims.

³⁵ GML at [11].

³⁶ LSN-3 at [46].

- (2) There is a strong argument that the Plaintiff’s pleadings disclose conventional causes of action which would preclude reliance on unjust enrichment

41 However, that is not the end of the inquiry. As the Court of Appeal explained in *Esben Finance* at [241], “a claim in unjust enrichment would *not* be available where there is an existing alternative cause of action on the same facts” [emphasis in original]. The residual role for unjust enrichment, which “would be available only when ***no other causes of action exists***” [emphasis added in bold italics], is necessary “lest the law of unjust enrichment ends up cannibalising the application of more conventional and established common law and equitable doctrines” (*Ng Chee Tian and another v Ng Chee Pong and others* [2025] 3 SLR 235 (“***Ng Chee Tian***”) at [54] and [57]).

42 Thus, in *Ng Chee Tian*, the Court held that the unjust enrichment claim was unavailable because, on the same factual substratum, the claimants had several conventional causes of action available to them, including *non est factum* and undue influence (*Ng Chee Tian* at [62] and [69]). Similarly, in *Robert Tantular v The Stephanie Karina (administratrix of the estate of Tan Ho Yung, deceased)* [2025] 1 SLR 1083 (“***Robert Tantular***”), the appellant was unable to avail himself of a claim in unjust enrichment because a claim for breach of fiduciary duty was available on the same facts (*Robert Tantular* at [147]).

43 The Plaintiff submits that the present case is distinguishable because there are no alternative conventional causes of action available to him.³⁷ I disagree. The Plaintiff’s own pleaded case suggests that conventional causes

³⁷ Plaintiff’s Supplemental Written Submissions dated 25 September 2026 (“PSS”) at [28]–[36].

of action could arise from the same factual substratum as his claims in unjust enrichment.

44 First, as regards the transfer of \$31,510 for the intended purchase of the Malaysian property, the Plaintiff himself pleads the Trust Claim as his primary case.³⁸ On his own pleading, therefore, there is at least a serious question whether an alternative conventional cause of action exists in respect of that part of the claim.

45 Second, while the Plaintiff has not pleaded an alternative cause of action in respect of the remaining benefits which he conferred on the Defendant, the question is whether “there are other *possible* causes of action at play” [emphasis added] (*Ng Chee Tian* at [61]). In this regard, *Chander Agarwal v Lee Xiu Hui Felicia* [2026] SGHC 185 (“*Chander Agarwal*”) is instructive as the factual setting there bears a striking resemblance to the present case. There, the claimant sought to recover substantial sums which he had spent on his former girlfriend during their romantic relationship which ended following his suspicion of her infidelity. Among other things, he alleged that the defendant had represented that their relationship was genuine and exclusive when she was in fact seeing another man. On that basis, he brought a claim in fraudulent misrepresentation, alleging that her representation had induced him to confer financial benefits on her. The Court ultimately rejected the claim on the evidence, finding that the alleged representation and inducement had not been established (*Chander Agarwal* at [9(a)] and [93]–[99]).

46 The significance of *Chander Agarwal* for present purposes is not that the Plaintiff here would necessarily succeed in fraudulent misrepresentation.

³⁸ SOC at [53].

Rather, it demonstrates that allegations concerning a romantic partner being induced to confer financial benefits by a false representation as to the genuineness or exclusivity of the relationship are capable of engaging that conventional cause of action. The elements of fraudulent misrepresentation are: (a) a representation of fact made by words or conduct; (b) an intention that the representation be acted upon by the claimant; (c) the claimant acted upon the false representation; (d) the claimant thereby suffered damage; and (e) the representation was made with knowledge of its falsity (*Chander Agarwal* at [91], citing *Panatron Pte Ltd v Lee Cheow Lee* [2001] 2 SLR(R) 435 at [14]).

47 There is a strong argument that these elements are disclosed by the Plaintiff's own pleaded case. He alleges that the Defendant's conduct and words "led" him to believe that she was committed to a long-term romantic relationship with him.³⁹ After she had "induced" him to believe that she was in a committed and exclusive relationship with him, she started asking him for money, which he only agreed to provide because he believed that the parties were "committed to a long-term relationship" and that the Defendant "would eventually marry him one day".⁴⁰ He thereby conferred the various benefits which he now seeks to recover.⁴¹ However, the Defendant "was never committed to an exclusive romantic relationship" and had "falsely [led] him on", pretending to be in a committed and exclusive relationship with him "because she wanted his money".⁴² These allegations correspond to a representation as to the parties' relationship status, an intention that it be acted

³⁹ SOC at [6]–[7].

⁴⁰ SOC at [8].

⁴¹ See, *eg*, SOC at [14]–[16], [19]–[20] and [24]–[26].

⁴² SOC at [9] and [46].

upon, reliance and resulting loss, and knowledge of the representation’s alleged falsity.

48 I do not consider it necessary or appropriate, in this setting-aside application, to determine conclusively whether the Plaintiff can in fact establish a claim in fraudulent misrepresentation. That cause of action has not been pleaded, no defence has yet been filed, and the relevant facts have not been tested at trial. It suffices for present purposes that his own pleaded case gives rise to a strong argument that fraudulent misrepresentation is a “possible” conventional cause of action of the kind contemplated in *Ng Chee Tian* at [61]. This casts serious doubt on whether unjust enrichment is available to the Plaintiff at all.

(3) It is immaterial that the conventional causes of action may now be time-barred

49 It is immaterial that these conventional causes of action may now be time-barred. In *Ng Chee Tian*, the Court held that a claim in unjust enrichment would remain unavailable even if the alternative causes of action are time-barred such that the claimant would, in substance, be deprived of any effective remedy (*Ng Chee Tian* at [63] and [66]). This was endorsed in *Robert Tantular* at [146], where the Appellate Division of the High Court held that “an unjust enrichment claim remains unavailable even where the alternative cause of action is time-barred”. In the Court’s view, “the unavailability of established causes of action by reason of the claimant’s delay in commencing proceedings cannot ... be said to be unjust and/or to justify the application of restitutionary remedies.”

50 The same reasoning applies here. The Plaintiff pleads that he discovered the Alleged Mistake in June 2015,⁴³ but he only commenced proceedings in February 2022, almost seven years later. The Plaintiff cannot rely on any potential time bar arising from his own delay in pursuing the conventional causes of action to justify his resort to unjust enrichment. As Mohamed Faizal JC (as he then was) observed in *Ng Chee Tian* at [68], “allowing unjust enrichment to be utilised as a cause of action in a case like the present to get around the otherwise applicable limitation periods would be, in essence, to justify a conscious decision, or an election, to delay commencing proceedings.”

(4) Unjust enrichment is neither subject to limitation nor laches

51 For the reasons above, the Defendant has raised a strong objection to the Plaintiff’s reliance on unjust enrichment. Given that unjust enrichment is the sole cause of action supporting most of the Plaintiff’s claims, that objection is sufficiently cogent to warrant reopening the Amended Default Judgment insofar as those claims are concerned.

52 It is therefore unnecessary for present purposes to decide whether the unjust enrichment claims themselves are barred by time. Nevertheless, if the Plaintiff is entitled to rely on unjust enrichment, neither the Limitation Act 1959 (2020 Rev Ed) (“**LA**”) nor the doctrine of laches would bar relief.

53 As regards the LA, the Court of Appeal held in *Esben Finance* at [86] that the LA does not apply to claims in unjust enrichment. This remains good law after *Kuvera Properties Pte Ltd v Far East Opus Pte Ltd* [2026] 1 SLR 1035 (“**Kuvera**”). While *Kuvera* held that *Esben Finance* should not be followed insofar as it may be interpreted as bringing dishonest assistance and knowing

⁴³ SOC at [42]–[46].

receipt within s 6(7) of the LA, it did not disturb its separate holding concerning unjust enrichment (*Kuvera* at [123]). Indeed, the Court cited *Esben Finance* in cautioning against assuming that every cause of action attracts a statutory limitation period (*Kuvera* at [53]). The resulting statutory lacuna in respect of unjust enrichment claims therefore persists and is a matter for Parliament to address (*Kuvera* at [2], citing *Esben Finance* at [84], [85] and [123]).

54 Nor can that lacuna be filled by laches since unjust enrichment is a *common law* claim, and the Court of Appeal has foreclosed the application of the *equitable* doctrine of laches to such claims (*Esben Finance* at [122]–[123]). Accordingly, *if* the Plaintiff is entitled to rely on unjust enrichment as a cause of action, his claims would be barred by neither the LA nor laches.

The Defendant has raised substantial defences in limitation and laches against the Trust Claim

55 The Trust Claim stands on a different footing. Unlike the other heads of claim which are premised exclusively on unjust enrichment, the Plaintiff separately claims that the Defendant holds the sum of \$31,510 or its proceeds on trust for him, and seeks an account and tracing relief in respect of those monies.⁴⁴ This claim for equitable relief is ordinarily subject to the six-year limitation period in ss 6(2) r/w 6(7) of the LA (*Lim Ah Leh v Heng Fock Lin* [2018] SGHC 156 at [169]–[172], citing *Yong Kheng Leong and another v Panweld Trading Pte Ltd and another* [2013] 1 SLR 173 (“*Panweld*”) at [69]).

56 To avoid the operation of the time-bar, the Plaintiff relies on the exception in s 22(1)(b) of the LA, under which no limitation period applies to an action by a beneficiary under a trust to recover trust property or proceeds

⁴⁴ SOC at [56(5)]–[56(6)].

converted to the trustee's own use.⁴⁵ Whether that exception applies turns on the nature of the alleged trust. In *Panweld* at [45]–[46], the Court of Appeal adopted the distinction drawn in *Paragon Finance plc v D B Thakerar & Co (a firm)* [1999] 1 All ER 400 (“*Paragon Finance*”) at 408–409 between two classes of constructive trusts. A Class 1 constructive trustee receives the property pursuant to a transaction under which the parties intend from the outset to create a trust, such that his possession is impressed with trust obligations before any subsequent breach. A Class 2 constructive trustee, by contrast, was not previously a trustee but is made accountable in equity as if he were one by reason of his fraudulent conduct. The distinction is significant because only Class 1 constructive trusts fall within s 22(1) of the LA (*Panweld* at [51]). A Class 2 constructive trust cannot therefore attract the exceptions to time-bar in s 22(1) of the LA.

57 The Plaintiff submits that the Defendant is a Class 1 constructive trustee as she “received those monies for the express purpose of purchasing property in Malaysia on the Plaintiff’s behalf, having told him that she would ‘settle’ the purchase for him as she was Malaysian”.⁴⁶ However, receipt of monies for a specified purpose does not, without more, establish the feature which *Paragon Finance* identifies as characteristic of a Class 1 trustee, *ie*, that the parties intended from the outset to create a trust and that the Defendant had assumed the duties of a trustee before any subsequent breach (*Panweld* at [45], citing *Paragon Finance* at 408–409).

58 Indeed, *assuming that a constructive trust arose*, the Plaintiff’s pleaded case instead points towards a Class 2 constructive trust. He alleges that the

⁴⁵ PSS at [16]–[19].

⁴⁶ PSS at [18].

Defendant induced him to transfer the monies by falsely leading him to believe that they were in a committed and exclusive relationship (see [45]–[47] above). If her accountability as a constructive trustee arises from that alleged fraud, rather than from trust obligations already assumed when she received the monies, the case bears the hallmark of a Class 2 constructive trust described in *Paragon Finance* (see [56] above).

59 I do not consider it appropriate at this stage, before a defence has even been filed, to determine conclusively the nature of any trust. It suffices that there is a substantial question as to whether the alleged trust is a Class 2 constructive trust that falls outside the exception in s 22(1)(b) of the LA. If so, the Trust Claim would be subject to the six-year limitation period and *prima facie* time-barred, having been commenced in 2022, more than six years after the last alleged transfer in 2013. The Defendant has therefore raised a substantial limitation defence which ought to be determined at trial.

60 Quite apart from limitation, even if the Trust Claim falls outside the statutory limitation regime, “[c]laims relating to trust property and breach of trust are the quintessential example of claims in equity’s exclusive jurisdiction” and are subject to the doctrine of laches (*Kuvera* at [115] and [119(b)(i)]). Laches applies where there has been a substantial lapse of time coupled with circumstances making it practically unjust to grant relief, having regard to matters including the length of delay in bringing the claim and the resulting prejudice to the defendant (*Robert Tantular* at [154], citing *Cytec Industries Pte Ltd v APP Chemicals International (Mau) Ltd* [2009] 4 SLR(R) 769 at [46]).

61 In my view, the Defendant has also raised a substantial defence of laches in respect of the Trust Claim. The alleged transfers were made in multiple

tranches between September 2010 and December 2013,⁴⁷ but proceedings were only commenced in February 2022, more than eight years after the last transfer and more than 11 years after the first. The resulting prejudice is readily apparent. On the evidential front, memories have faded and, significantly, the Plaintiff himself has been unable to produce contemporaneous evidence of the transfers, some of which were made in cash. This bears directly on the Defendant's ability to ascertain whether the transfers were actually made, what became of the monies allegedly transferred, and to answer the Plaintiff's claim for an account of their proceeds.

62 The prejudice to the Defendant goes beyond the loss of evidence. She avers that she has "long arranged [her] financial affairs on the basis that the sums were gifts or voluntary payments".⁴⁸ If established, she would have ordered her affairs for years on the footing that the payments were gifts rather than monies impressed with trust obligations, only to face a claim for an account and tracing many years later. Although the Defendant's own delay in seeking to set aside the judgment may have aggravated the prejudice, its principal source was the Plaintiff's own delay since he waited more than eight years after the last alleged transfer before commencing proceedings. Given that he bears the burden of establishing the Trust Claim, these matters raise a substantial question about whether it would now be practically unjust to grant the equitable relief sought.

63 The Trust Claim therefore gives rise to substantial defences based on limitation and laches, both of which ought properly to be determined at trial.

⁴⁷ SOC at [34].

⁴⁸ GML at [17].

Conclusion

64 The Defendant faced an uphill task in bringing this application as late as she did. Her inordinate delay and lack of satisfactory explanation, coupled with the significant prejudice to the Plaintiff, are weighty considerations against reopening the judgment.

65 They are not, however, insurmountable, provided that particularly cogent reasons can be shown. Having carefully considered the facts, this high threshold is met here. As regards the claims founded exclusively on unjust enrichment, the Plaintiff's own pleadings strongly support the Defendant's argument that conventional causes of action may be available on the same facts, casting serious doubt on whether he can rely on unjust enrichment. As for the Trust Claim, the Defendant has raised substantial defences based on limitation and laches which ought properly to be determined at trial. Taken together, these matters are sufficient to outweigh the Defendant's delay and the prejudice occasioned to the Plaintiff.

66 I emphasise that this conclusion does not amount to a finding that the Plaintiff's case is without merit. To the contrary, as I have explained, if unjust enrichment is available, the present evidence favours the Plaintiff on the constituent elements of his claims. Nor have I conclusively determined that the Plaintiff has an alternative cause of action in fraudulent misrepresentation, or that the Trust Claim is time-barred or defeated by laches. Those matters remain to be determined after the Defendant has filed her defence and the parties have had the opportunity to adduce evidence which can be tested at trial.

67 I therefore allow the application and set aside the Amended Default Judgment in its entirety. I will hear the parties at a later date on costs, including on the extent to which the Defendant's inordinate delay and the resulting

prejudice to the Plaintiff should be reflected in the costs order. I thank counsel for their helpful and detailed submissions on issues engaged in this judgment.

Lewis Tan
Deputy Registrar

Chong Yi-Liang, Andrew, Lee Ee Yang, and Lua Wei Liang, Wilbur
(Covenant Chambers LLC) for the plaintiff;
Kenneth Wong (KennethWong LLC) (instructed counsel) and
Wu Qijun (LP Law Corporation) for the defendant.
