IN THE APPELLATE DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2026] SGHC(A) 31

Appellate Division / Civil Appeal No 15 of 2026

Between

Liew Yew Lian

… *Appellant*

And

Dots N Tots Interior Pte Ltd

… *Respondent*

In the matter of District Court Appeal No 20 of 2025

Between

Dots N Tots Interior Pte Ltd

… *Appellant*

And

Liew Yew Lian

… *Respondent*

In the matter of Originating Claim No 244 of 2022

Between

Dots N Tots Interior Pte Ltd

… *Claimant*

And

(1) Liew Yew Lian

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(2) LMG Design & Build Pte Ltd

… *Defendants*

GROUNDS OF DECISION

[Contract — Formation — Certainty of terms]
[Civil Procedure — Appeals — Leave]

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Liew Yew Lian
v
Dots N Tots Interior Pte Ltd

[2026] SGHC(A) 31

Appellate Division of the High Court — Civil Appeal No 15 of 2026
Hoo Sheau Peng JCA, See Kee Oon JAD and Goh Yihan JAD
26 October 2026

20 November 2026

Goh Yihan JAD (delivering the grounds of decision of the court):

1 The appellant, Mr Liew Yew Lian ("Liew"), appealed against the decision of a judge ("Judge") of the General Division of the High Court ("High Court"). The Judge had reversed the decision of a District Judge ("DJ") and entered judgment for the sum of $204,575.30 in favour of the respondent, Dots N Tots Interior Pte Ltd ("Dots"), on the basis that Liew owed Dots this amount pursuant to an oral agreement between them ("Oral Agreement").

2 After hearing the parties on 26 October 2026, we allowed the appeal with brief grounds and reversed the Judge's judgment for Dots in the sum of $204,575.30. In gist, we disagreed with the Judge that Dots had proved the existence of the Oral Agreement. There was accordingly no remaining basis to award Dots the sum of $204,575.30. These are the detailed grounds for our decision.

Background facts and procedural history

3 We begin with the background facts. Dots is a company incorporated in Singapore. It is in the business of providing, amongst other things, renovation and construction services. In the course of its business, Dots would also engage subcontractors to carry out certain works. According to Dots, this was because it did not always have the necessary manpower or resources to undertake those works. On 1 April 2016, Dots engaged Liew as a sales designer. Liew was subsequently appointed as a project consultant. In that capacity, he was responsible for managing and supervising the projects assigned to him, and was authorised to enter into renovation contracts with customers and engage subcontractors to carry out the necessary works on Dots' behalf.

4 On or about 29 November 2019 and 13 January 2020, Liew entered into renovation contracts on behalf of Dots for the properties at 10A and 10B Jalan Grisek respectively (the "Projects" collectively). Liew subsequently subcontracted parts of the reinforced concrete works for the Projects to Sunrise 21 Builder and LMG Design and Build Pte Ltd ("LMG"). Liew was the sole director and shareholder of LMG, having acquired it on 2 August 2021.

5 Although Dots claimed that it was aware that LMG had been engaged as a subcontractor for the Projects, its position was that it was unaware that Liew had become LMG's sole director and shareholder while the Projects were ongoing. According to Dots' director, Mr Tommy Tan ("Tommy"), Dots discovered Liew's interest in LMG in December 2021, by which time it had also identified losses arising from the reinforced concrete works. In particular, the amounts which Dots paid these subcontractors for the reinforced concrete works exceeded the amounts which it was contractually entitled to receive from the

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owners for those works. This resulted in losses on both Projects, amounting to $284,575.30 in total.

6 Subsequently, on 12 January 2022, Dots' directors, Tommy and Mr Richard Yea ("Richard"), met Liew at a coffeeshop at Lorong 29 Geylang and confronted him about these matters. According to Tommy's evidence, Liew admitted his wrongdoing and orally agreed to pay Dots $284,575.30 in consideration of Dots refraining from commencing legal proceedings against him. This was supposed to be the Oral Agreement.

7 However, as we noted to Mr Shane Yeo ("Mr Yeo"), who appeared for Dots before us, Tommy's evidence in this regard was different from Dots' pleaded case. Dots had pleaded that it became aware of the alleged losses "in or about the month of February 2022". Tommy and Richard then confronted Liew about these losses, upon which Liew allegedly orally admitted to having caused the alleged losses to Dots and allegedly orally agreed to compensate Dots for these losses in exchange for Dots refraining from commencing legal proceedings against him. Thus, Dots had pleaded that the Oral Agreement was formed only in February 2022, instead of 12 January 2022.

8 We will return to the significance of this discrepancy below. It suffices to say at this point that Mr Yeo's explanation before us for this discrepancy was that Tommy remembered the correct date on which the Oral Agreement was formed while preparing his affidavit of evidence-in-chief ("AEIC"). However, we pointed out to Mr Yeo that Dots had maintained its pleaded position that the Oral Agreement was concluded in February 2022 in its closing submissions before the DJ, *after* Tommy had given evidence during the trial before the DJ.

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9 In any event, on 18 January 2022, Liew's engagement with Dots came to an end. Separately, on 19 January 2022, Dots demanded that Liew repay outstanding loans amounting to $200,836. Liew subsequently repaid Dots these loans in full by 28 January 2022.

10 The payment which is material to the present appeal concerns a separate payment of $80,000 Liew made to Dots by cheque on 24 February 2022. Dots' case was that the $80,000 payment constituted part-payment pursuant to the Oral Agreement, leaving a balance of $204,575.30 due and payable by Liew. Liew's case, by contrast, was that the payment was made because of the threats allegedly made by Richard at their meeting of 12 January 2022 and a further demand sometime in February 2022, rather than pursuant to any agreement.

11 Subsequently, on 21 June 2022, Dots commenced DC/OC 244/2022 ("OC 244") against Liew and LMG in the District Court. In so far as is material to the present appeal, Dots sought to recover from Liew the outstanding sum of $204,575.30 under the alleged Oral Agreement.

12 Liew denied the existence of the Oral Agreement. He counterclaimed against Dots for, amongst other things: (a) unpaid commissions and incentives totalling $491,397, which he claimed were due to him under his letter of appointment; and (b) reimbursement of the sums of $200,836 and $80,000 which he had paid to Dots after the termination of his engagement, on the basis that those payments had been made under duress. For completeness, LMG also counterclaimed against Dots for $9,724.16, being the outstanding amount under an invoice issued for services rendered to Dots.

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The DJ's decision

13 At first instance, the DJ dismissed Dots' claim but allowed Liew's counterclaim in part and LMG's counterclaim in full. The DJ's grounds of decision are set out in *Dots N Tots Interior Pte Ltd v Liew Yew Lian* [2025] SGDC 278 ("GD").

14 In so far as the Oral Agreement was concerned, the DJ held that Dots had failed to discharge its burden of proving the existence of the Oral Agreement. Apart from Tommy's and Richard's bare assertions, Dots relied principally on Liew's payment of $80,000 as evidence that the Oral Agreement existed. The DJ considered that the $80,000 payment did not, without more, establish the existence of the Oral Agreement. In this regard, Liew had testified that Richard demanded that he pay $80,000 "first", failing which Dots would sue him. The DJ found that Liew probably made the payment under "confusion and pressure", rather than pursuant to the Oral Agreement. In particular, the DJ considered that Liew believed that he was at fault for engaging LMG as a subcontractor without disclosure and had been given the false impression that the Projects had sustained losses as a result (GD at [23]–[25]).

15 The DJ further held that the payment of $80,000 was, in the absence of corroborative evidence, insufficient to establish that Liew had agreed to bear the substantially larger sum of $284,575.30. The DJ also found it difficult to accept that Liew would have agreed to bear that sum in the absence of credible evidence that Dots had sustained such losses. The DJ therefore dismissed Dots' claim under the Oral Agreement (GD at [26]–[27]).

16 For completeness, as for Liew's counterclaim for unpaid commissions and incentives, it was undisputed that he was contractually entitled to 50% of

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the net profits from the projects which he managed (GD at [28]). The DJ rejected Dots' contention that the projects were unprofitable, finding that this was contradicted by Dots' own documents and the evidence at trial (GD at [31]–[32]). Although Liew's revised calculations exceeded the amounts reflected in his pleadings, the DJ considered that the deficiency was not fatal because the revised calculations were based on documents disclosed by Dots and Dots had suffered no irreparable prejudice (GD at [34]–[44]). The DJ nevertheless confined Liew's recovery to the aggregate sum pleaded and, after deducting $135,000 in advances received by Liew, awarded him $356,397 (GD at [45]).

17 However, the DJ dismissed Liew's counterclaims for reimbursement of the $80,000 and $200,836 payments. In relation to the $80,000 payment, the DJ found that Liew had failed to establish that the alleged pressure was illegitimate or that it amounted to compulsion of his will (GD at [47]–[56]). The DJ rejected the counterclaim for the $200,836 on similar grounds and further found that Liew had failed to establish that he had not received the loans advanced to him (GD at [57]–[61]).

18 As LMG's counterclaim is not relevant to the present appeal, we need not examine the DJ's reasoning in respect of it.

The Judge's decision

19 Dots appealed against the DJ's decision to the High Court. In so far as is relevant, Dots challenged: (a) the dismissal of its claim against Liew under the Oral Agreement, and (b) the award of $356,397 to Liew on his counterclaim for unpaid commissions.

20 The Judge allowed Dots' appeal in part as set out in his brief grounds dated 20 February 2026 ("Brief Grounds"). The Judge reversed the DJ's

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decision on the Oral Agreement but affirmed the DJ's decision on Liew's counterclaim for unpaid commissions. The Judge considered that whether the $80,000 payment showed the existence of the Oral Agreement depended on the purpose of the payment. Liew's case that the payment was made under duress concerned the cause or trigger for the payment, rather than its purpose (Brief Grounds at [2]). The Judge rejected the DJ's finding that Liew had paid the $80,000 under "confusion and pressure" because it was not supported by Liew's pleaded case or evidence, which was that the payment had been made under duress (Brief Grounds at [3]–[4]).

21 The Judge also considered that the DJ had erroneously conflated the overall profitability of the Projects with the losses that were the subject of the Oral Agreement. The latter comprised the difference between the prices paid to the subcontractors for the reinforced concrete works and the prices charged by Dots to the owners for those works, amounting to $284,575.30. The Judge considered the fact that the subcontract prices exceeded the prices charged by Dots to the owners "clearly called for an explanation", but Liew offered none. The Judge therefore held that the overall profitability of the Projects did not undermine Dots' case as to the losses arising from the reinforced concrete works as claimed under the Oral Agreement (Brief Grounds at [5]–[7]).

22 The Judge also rejected Liew's reliance on Richard's evidence that there was no oral agreement under which Liew would undertake to pay the loss. The Judge considered that this evidence had been taken out of context. Richard had been referred to Liew's evidence that there was no agreement requiring him to bear 50% of a project's losses and was then questioned about whether any oral agreement imposed such an obligation. Read in that context, the Judge understood Richard's evidence as denying an oral agreement requiring Liew to bear 50% of the overall losses of a project, rather than the distinct Oral

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Agreement concerning the losses arising from the reinforced concrete works (Brief Grounds at [9]–[10]).

23 The Judge ultimately found, on a balance of probabilities, that Liew had paid the $80,000 pursuant to the Oral Agreement. Liew's own testimony showed that the payment concerned losses claimed by Dots in connection with the Projects. Further, Richard's demand that Liew pay the $80,000 "first" indicated that it was not a standalone payment but formed part of a larger sum. The Judge inferred that this larger sum was the $284,575.30 claimed by Dots under the Oral Agreement and accordingly held Liew liable for the outstanding $204,575.30 (Brief Grounds at [11]–[12]).

24 As for Liew's counterclaim for unpaid commissions, the Judge affirmed the DJ's award of $356,397. The Judge held that the DJ was entitled to reject Dots' statement of accounts because its maker was not called and Tommy was unable to explain or confirm the accuracy of its figures. By contrast, Liew's calculations were based on documents produced by Dots, which adduced no other evidence showing that the project expenses exceeded Liew's calculations. The Judge therefore found no reason to disturb the DJ's award (Brief Grounds at [13]–[16]).

The parties' cases on appeal

25 In the appeal before us, Liew appealed only against the Judge's decision to enter judgment for Dots for $204,575.30 under the Oral Agreement. He did not challenge the dismissal of his counterclaim for reimbursement of the $80,000 and $200,836 payments, or the award of $356,397 in his favour on his counterclaim for unpaid commissions. Accordingly, the substantive question

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before us was whether the Judge had erred in finding that the Oral Agreement existed.

26 After the parties had filed their written submissions on the substantive question, the Registry wrote to the parties on 9 September 2026 with the court's direction that they file further written submissions on the issue of whether permission to appeal was required to bring the present appeal. The court had noted that the present appeal was against the Judge's decision to allow Dots' claim of $204,575.30 against Liew ("Main Claim"). While the Judge also affirmed the DJ's decision to allow Liew's counterclaim against Dots for $356,397 ("Counterclaim"), there was no appeal against the Counterclaim. Given that the present appeal was only against the Main Claim, an issue arose as to whether permission was required to bring the present appeal since the Main Claim was below the statutory threshold of $250,000 provided for under s 29A(1)(*b*) of the Supreme Court of Judicature Act 1969 (2020 Rev Ed) ("SCJA"). Section 29A(1)(*b*) provides, among others, that permission is required to appeal against the decision of the General Division of the High Court "where the amount in dispute, or the value of the subject matter, at the hearing before the General Division (excluding interest and costs) does not exceed $250,000".

Liew's case on appeal

27 Preliminarily, Liew submitted that permission to appeal was not required under s 29A(1)(*b*) of the SCJA because the statutory threshold was determined by reference to the "amount in dispute" at the hearing before the High Court, rather than the amount challenged on appeal. At the hearing below, Dots challenged both its Main Claim for $204,575.30 and Liew's Counterclaim for $356,397. The latter alone exceeded the $250,000 threshold, and the total

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amount in dispute was $560,972.30. Liew argued that the fact that the Counterclaim was upheld below, and was therefore not challenged in this appeal, did not alter what was in dispute before the High Court.

28 On the Oral Agreement, Liew raised three arguments. First, Liew submitted that the Judge erred in his approach to the burden of proof. Dots bore the legal burden of proving the Oral Agreement, and the failure of Liew's case on duress did not establish Dots' case by default. Liew submitted that this error was reflected in the Judge's reliance on matters which Liew had failed to explain, namely, why the subcontract prices for the reinforced concrete works exceeded the prices charged by Dots to the owners and what other losses the $80,000 payment could have related to if no larger liability existed. In Liew's submission, these deficiencies could only be weighed against him after Dots had first adduced evidence capable of establishing the existence of the Oral Agreement on a *prima facie* basis. They could not supply the proof necessary to establish Dots' positive case.

29 Second, Liew submitted that the evidence relied upon by the Judge did not prove the Oral Agreement. In particular:

(a) The $80,000 payment was equivocal. It could have been made for several reasons such as in response to Dots' demand or to avoid litigation without Liew agreeing to the full liability alleged by Dots. Thus, even if the payment was made towards the losses arising from the reinforced concrete works, that did not establish that Liew had agreed to compensate Dots for those losses in the sum of $284,575.30.

(b) Richard's use of the word "first" when demanding payment of $80,000 did not bridge this gap. In context, "first" could simply have

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meant that Liew was to pay $80,000 before Dots commenced proceedings against him, rather than an admission that $80,000 was an instalment for a larger agreed debt. Even if it contemplated a further demand, it did not establish the amount of that demand or Liew's agreement to pay it.

(c) Liew also relied on Richard's evidence that there was no oral agreement under which Liew would undertake to pay the loss apart from the written agreement. Liew submitted that the Judge erred in construing this evidence as referring only to an agreement to bear 50% of the overall losses of a project as there was only one pleaded oral agreement concerning Liew's liability for losses. Richard's answer therefore contradicted Dots' case or, at the least, was incapable of assisting Dots in discharging its burden of proof.

30 Third, Liew submitted that Dots did not prove the essential elements of the Oral Agreement. The Judge did not identify the offer made by Dots, Liew's acceptance of that offer, the scope of Dots' alleged promise not to sue, when the outstanding balance became payable, or whether the figure of $284,575.30 had been communicated to and accepted by Liew. There was also no contemporaneous acknowledgment of liability for $284,575.30 or confirmation that the $80,000 constituted part-payment of that sum. The fact that Dots could calculate its alleged losses at $284,575.30 did not establish that Liew had agreed to pay that amount.

Dots' case on appeal

31 Preliminarily, Dots submitted that permission to appeal was required under s 29A(1)(*b*) of the SCJA because the only claim in issue on appeal was the Main Claim for $204,575.30, which fell below the statutory threshold of

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$250,000. It argued that the Main Claim and Counterclaim were legally distinct claims and should therefore be valued separately for the purposes of s 29A(1)(*b*): since the Counterclaim was no longer in dispute, it could not be taken into account in determining the amount in dispute. Such a construction was said to accord with the legislative purpose of the permission regime, namely, that civil claims of $250,000 or less originating in the State Courts ordinarily receive only one tier of appeal as of right.

32 On the Oral Agreement, Dots submitted that the Judge correctly found, on a balance of probabilities, that the Oral Agreement existed. Although Dots accepted that it bore the burden of proving the Oral Agreement, it submitted that this burden had been discharged. First, there was clear evidence that the parties intended to create legal obligations, as evidenced by Liew's payment of $80,000 pursuant to the Oral Agreement. Second, the terms of the Oral Agreement were consistent with the contemporaneous documents: the $80,000 payment was evidenced by the cheque, while the contracts and invoices relating to the reinforced concrete works supported Dots' calculation of the agreed sum of $284,575.30. Third, the terms of the Oral Agreement were sufficiently clear to be enforced: Liew was to pay Dots $284,575.30 in consideration for Dots refraining from commencing legal proceedings against him.

33 Dots further submitted that the Judge was entitled to determine the purpose of the $80,000 payment from the surrounding circumstances. Liew's sole pleaded explanation for the payment was that it had been made under duress. The DJ rejected that explanation and Liew did not appeal against that outcome. Dots therefore submitted that Liew failed to establish any alternative purpose for the payment and that the Judge was entitled to adopt a "logical and realistic approach" in finding that it had been made pursuant to the Oral Agreement. Before us, Mr Yeo further submitted that Liew's submission that

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he paid the $80,000 under duress was a "concession" that the underlying Oral Agreement existed.

34 Dots also rejected Liew's reliance on Richard's evidence. It submitted that Liew had taken Richard's answer out of context. Dots adopted the Judge's conclusion that Richard was denying an agreement requiring Liew to bear 50% of the overall losses of a project, rather than the distinct Oral Agreement concerning the reinforced concrete works losses. Dots further pointed out that Tommy was also present when the Oral Agreement was allegedly formed and testified as to its existence but was not asked the same question in cross-examination.

35 Finally, Dots submitted that the DJ's conclusion could not be preserved once the errors underlying his reasoning were removed. It agreed with the Judge that the DJ's finding that Liew paid the $80,000 under "confusion and pressure" rested on two unsupported findings: first, that Liew believed that he was at fault for engaging LMG as a subcontractor without disclosure; and second, that Liew had been given the false impression that the Projects had sustained losses as a result. As to the first, Dots submitted that it was common ground that the parties knew that LMG had been engaged as a subcontractor; what Dots did not know was that Liew had become LMG's sole director and shareholder while the Projects were ongoing. As to the second, Dots adopted the Judge's distinction between the overall profitability of the Projects and the specific losses arising from the reinforced concrete works which formed the subject of the Oral Agreement. Dots therefore submitted that the evidence, considered as a whole, established the existence of the Oral Agreement on a balance of probabilities.

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Issues before this court

36 There were two issues before this court:

(a) whether permission to appeal was required; and

(b) whether the Judge erred in finding that the Oral Agreement existed.

Whether permission to appeal was required

37 We first address the preliminary question of whether Liew required permission to bring the present appeal. In this regard, s 29A(1)(*b*) of the SCJA provides as follows:

> **Permission required to appeal in certain cases**
>
> **29A.**—(1) In the following cases, permission is required before an appeal may be brought against a decision of the General Division made in the exercise of its original or appellate civil jurisdiction:
>
> …
>
> (*b*) subject to any exception specified in the Fifth Schedule, where the amount in dispute, or the value of the subject matter, ***at the hearing before the General Division*** (excluding interest and costs) does not exceed $250,000 or such other sum as may be specified by an order made under subsection (3);
>
> …
>
> [emphasis in original in bold; emphasis added in bold italics]

Paragraph 2(1) of the Fifth Schedule to the SCJA provides that permission of the appellate court is required to appeal against a decision of the High Court in a case falling within s 29A(1)(*b*).

38 For the purposes of s 29A(1)(*b*), the question is whether the "amount in dispute" or "value of the subject matter" is assessed by reference to what was

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in dispute before the High Court, or what remains in dispute on appeal. As will be recalled, Dots challenged two aspects of the DJ's decision before the Judge: (a) the dismissal of its claim against Liew for $204,575.30 under the Oral Agreement (*ie*, Main Claim); and (b) the award of $356,397 to Liew on his counterclaim for unpaid commissions and incentives (*ie*, Counterclaim). If the former interpretation is correct (*ie*, the amount is assessed by reference to what was in dispute before the High Court), permission was not required because the Counterclaim, which was among the matters in dispute before the High Court, alone exceeded $250,000. If the latter is correct (*ie*, the amount is assessed by reference to what was in dispute on appeal), permission was required because the appeal concerned only the Main Claim of $204,575.30.

39 In our view, the "amount in dispute" or "value of the subject matter" refers to the amount in dispute before the High Court. Accordingly, permission to appeal was not required.

40 To begin with, this interpretation is supported by the statutory language. Applying the framework for statutory interpretation as set out in *Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 ("*Tan Cheng Bock*") at [54(a)], the first step is to ascertain the possible interpretations of s 29A(1)(*b*) of the SCJA, having regard to its text and context. The ordinary meaning of the provision is clear. It expressly identifies the point of reference as the amount in dispute or the value of the subject matter "at the hearing before the General Division". It does not refer to the amount that remains in dispute before the Appellate Division or the Court of Appeal.

41 The next step is to ascertain the legislative purpose of the provision (see *Tan Cheng Bock* at [54(b)]). The legislative history reveals two related considerations. First, the monetary threshold was introduced to restrict multiple

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tiers of appeal as of right and thereby conserve appellate resources. In 1998, Parliament enacted amendments to the Supreme Court of Judicature Act (Cap 322, 1985 Rev Ed) ("1998 amendments"), which came into force in 1999 and raised the monetary threshold for appeals as of right from the High Court to the Court of Appeal from $30,000 to $250,000. This was to bring the appellate threshold in line with the corresponding increase in the District Courts' civil jurisdictional limit to $250,000. At the second reading of the Supreme Court of Judicature (Amendment) Bill (Bill No 40/1998), the then-Minister for Law, Prof S Jayakumar, explained the impetus behind these amendments (Singapore Parl Debates; Vol 69, Sitting No 11; Col 1629–1630; [26 November 1998]):

> … under section 34(2)(a) of the SCJA, appeals to the Court of Appeal from decisions of the High Court in civil matters can still be made as a matter of right, ie, without first obtaining leave of the Court, if the value of the subject matter exceeds $30,000.
>
> In view of the enhanced District Courts' jurisdiction to $250,000 in civil matters, the Chief Justice has proposed that the existing $30,000 limit in section 34(2)(a) be raised to $250,000. In other words, bring its limit in line with the enhancement. *If the limit is not raised to $250,000, District Court cases of less than $250,000 can first go on appeal to the High Court and then Court of Appeal. This would strain the limited resources of the Court of Appeal.*
>
> …
>
> I should point out that the new limits will not have the effect of preventing meritorious appeals from being heard, even if they concern claims below the new limits. *The requirement for leave is essentially a screening mechanism to sieve out non-serious and unmeritorious appeals.* Appeals can still be brought with the leave of court in cases falling below the new limits.
>
> [emphasis added]

42 Second, Parliament subsequently clarified the point at which that monetary threshold was to be computed. Prior to the Supreme Court of Judicature (Amendment) Act 2010 (Act 30 of 2010), s 34(2)(*a*) referred to "the

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amount or value of the subject-matter at the trial". This gave rise to uncertainty as to whether the monetary threshold was to be determined by reference to the amount originally claimed in the lower court, the judgment sum awarded by that court, or the amount remaining in dispute on appeal. In 2010, Parliament enacted further amendments to the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed) ("2010 amendments"), which came into force in 2011 and replaced this phrase with "the amount in dispute, or the value of the subject-matter, at the hearing before the High Court". At the second reading of the Supreme Court of Judicature (Amendment) Bill (Bill No 25/2010), the then-Senior Minister of State for Law, Assoc Prof Ho Peng Kee, explained that (Singapore Parl Debates; Vol 87, Sitting No 9; Col 1371; [18 October 2010]):

> … [t]he amendment also puts it beyond doubt that the respective monetary thresholds of the High Court and Court of Appeal [are] computed by reference to the original amount claimed in the lower court and *not the judgment sum awarded by the court, or the amount in dispute on appeal.* …
>
> [emphasis added]

43 Considering the legislative history as a whole, the 1998 amendments explain the general purpose of the monetary threshold (namely, to limit multiple appeals as of right and thereby conserve appellate resources), while the 2010 amendments clarify how that threshold is to be applied (namely, by reference to the amount in dispute at the hearing below, rather than the amount remaining in dispute on a further appeal).

44 The pre-2010 authorities should therefore be understood against this background. In *Tan Chiang Brother's Marble (S) Pte Ltd v Permasteelisa Pacific Holdings Ltd* [2002] 1 SLR(R) 633 ("*Tan Chiang Brother's Marble*"), the Court of Appeal held that the words "at the trial" in the then-applicable s 34(2)(*a*) of the Supreme Court of Judicature Act (Cap 322, 1999 Rev Ed)

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referred to the value of the claim at trial, not the amount subsequently awarded or challenged on appeal (at [19]–[25]). A similar approach was subsequently taken in *Teo Eng Chuan v Nirumalan V Kanapathi Pillay* [2003] 4 SLR(R) 442 at [15]–[16] and *Virtual Map (Singapore) Pte Ltd v Singapore Land Authority* [2009] 2 SLR(R) 558 at [16]–[18]. These authorities formed the line of cases that the 2010 amendments were intended to reflect (*Ong Wah Chuan v Seow Hwa Chuan* [2011] 3 SLR 1150 ("*Ong Wah Chuan*") at [41]; *Fong Khim Ling v Tan Teck Ann* [2014] 2 SLR 659 ("*Fong Khim Ling*") at [21]).

45 The effect of the 2010 amendments was considered in *Ong Wah Chuan*. The High Court observed at [40] that, with the introduction of the words "at the hearing", the previous (and incorrect) approach of looking to the "amount in dispute in the appeal" had become obsolete. The High Court further explained at [41] that ss 21(1)(*a*) (which governs appeals from the District Courts and Magistrates' Courts to the High Court) and 34(2)(*a*) were now uniform in their treatment of the "amount in dispute" and should be construed in accordance with the *Tan Chiang Brother's Marble* line of authorities: "one need only look at the amount in dispute at the hearing before the lower court" (at [41]). As the High Court observed at [26]–[27], an approach which instead focused on what remained in dispute on appeal would generate various factual permutations and fine distinctions.

46 The present case illustrates this difficulty. On Dots' construction, if Liew had lost on the Counterclaim below and appealed against both the Main Claim and Counterclaim, permission would not have been required. Yet because he succeeded on the Counterclaim below and appealed only against the Main Claim, permission would have been required. The applicability of the permission requirement would thus depend on which aspects of the High Court's decision happen to remain contested in the further appeal,

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notwithstanding that the matters which were in dispute before the High Court remain the same.

47 The effect of the 2010 amendments was also authoritatively clarified in the Court of Appeal's decision in *Fong Khim Ling*. The claim there had originated in the District Court, which had jurisdiction by consent notwithstanding that the plaintiff claimed the sums of $354,756.48 for loss of dependency and $25,166.85 for special damages. Following an assessment of damages by a deputy registrar and an appeal to a district judge, the plaintiff appealed to the High Court and repeated his claim for the sum of $354,756.48 for loss of dependency. After the High Court dismissed the appeal, the plaintiff sought to appeal further to the Court of Appeal.

48 The parties adopted competing approaches to interpreting the monetary threshold under the provision. The appellant contended that leave was unnecessary because the relevant damages claim exceeded $250,000. The respondent relied, among other things, on the legislative purpose of allowing only one tier of appeal as of right and argued that the "amount in dispute" was the difference between the amount sought by the appellant before the High Court judge and the district judge's award or, if the appeal concerned only the district judge's reduction of the deputy registrar's award, the difference between those two awards. On either formulation, that amount fell below $250,000.

49 The Court of Appeal rejected the respondent's approach. In setting out the applicable framework, it held at [30] and [31]:

> 30 When a claim originates in the Subordinate Courts and is subsequently heard by the High Court in its appellate capacity, *the relevant amount is quantified by reference to the amount or value of the subject matter of the appeal when it is heard by the High Court. …*

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> 31 … In essence, the question in each case is: *what is the maximum amount that is being sought before the High Court* without any allowance being made for any sums that may already have been awarded by the court below for that item or items of claim which are still in dispute?
>
> [emphasis added]

50 Significantly, *Fong Khim Ling* reached this conclusion despite recognising (at [14]–[15]) the legislative purpose of the permission regime to limit multiple appeals as of right. The court explained that the statutory scheme operates, "in the normal course", to permit only one tier of appeal as of right for claims within the monetary threshold, but immediately qualified that proposition at [15]: "This is of course only a general rule, and there may be specific fact situations where more than one tier of appeal is allowed as of right or where there is no right of appeal". Thus, the principle that there is only one tier of appeal is a general feature of the statutory scheme, rather than an inflexible rule for determining whether permission is required in every case.

51 This approach was more recently confirmed in *Munshi Rasal v Enlighten Furniture Decoration Co Pte Ltd* [2021] 1 SLR 1277 at [9], where the Court of Appeal stated:

> 9 … It is evident from the express wording of s 34(2)(*a*) that what is relevant, for jurisdictional purposes, is the *amount in dispute* at the hearing before the High Court, ***regardless of the court in which the suit was originally commenced.*** …
>
> [emphasis in original in italics; emphasis added in bold italics]

52 Applying these principles, both the Main Claim and the Counterclaim were in dispute before the High Court. The Counterclaim was therefore a subject matter in dispute before the High Court and, by itself, exceeded the $250,000 threshold under s 29A(1)(*b*) of the SCJA. Accordingly, permission was not

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required to bring the present appeal. Having resolved this issue in Liew's favour, we turn now to the substantive issue concerning the Oral Agreement.

Whether the Judge erred in finding that the Oral Agreement existed

53 In our respectful view, the Judge erred in finding that Dots had proved the Oral Agreement on a balance of probabilities.

The applicable law

54 To begin with, it is trite that a claimant bears the legal burden of proving, on a balance of probabilities, that the parties entered into the alleged oral agreement (*Shiju Varghese Joyce v Kidney Therapeutics Centre Pte Ltd* [2026] SGHC 81 ("*Shiju Varghese*") at [29], referring to *Chan Tam Hoi v Wang Jian* [2022] SGHC 192 ("*Chan Tam Hoi*") at [38]–[45]). This requires the claimant to adduce sufficient evidence in support of his or her positive case that the oral agreement existed. The claimant cannot discharge this burden merely by pointing to aspects of the defendant's case which are unsustainable or unbelievable (*Shiju Varghese* at [29]), or eliminating the other possible scenarios (*Chan Tam Hoi* at [45]) (see also *Lim Soon Hing v Lim Beng Wee Simon* [2026] SGHC 144 at [30]). It is only after the claimant has adduced sufficient evidence to establish his or her case on a *prima facie* basis that the evidential burden shifts to the defendant to adduce countervailing evidence (*Chan Tam Hoi* at [39] and [43]).

55 Relatedly, the state of the parties' pleadings is central to the determination of who bears the burden of proof in civil trials (*Chan Tam Hoi* at [46]). This is because it is in the pleadings that one finds the material facts that each party asserts to establish its claim or defence and, as is trite law, he or she who asserts must prove. Indeed, pleadings are even more important in cases

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involving oral agreements. In the absence of a written document that proves the parties' agreement, it is important for the claimant to plead the material particulars of an alleged oral agreement so that the defendant knows the case it must meet. While it may not always be possible to plead the particulars of an oral agreement with the level of precision as in the case of a written agreement, it is still incumbent on the claimant to plead its case to a sufficient degree of certainty so as to satisfy the substantive requirements of a contract.

56 The substantive requirements of an oral agreement are the same as those applicable to a written contract, namely: (a) offer and acceptance, (b) consideration, (c) an intention to create legal relations, and (d) certainty of terms (*Shiju Varghese* at [32], referring to *Tan Swee Wan v Johnny Lian Tian Yong* [2018] SGHC 169 at [222]). In determining whether these requirements are satisfied, the court considers the evidence as a whole, including the relevant documentary evidence, the contemporaneous conduct of the parties at the material time, and the parties' oral testimony (*ARS v ART* [2015] SGHC 78 ("*ARS*") at [53]). In this regard, the following principles are relevant (see *Shiju Varghese* at [33], referring to *Chan Tam Hoi* at [66]–[69] and *ARS* at [53]):

> …
>
> (a) The court will consider the relevant documentary evidence (such as written correspondence) and contemporaneous conduct of the parties at the material time in an objective manner.
>
> (b) Where possible, the court should look first at the relevant documentary evidence. It is only if there is little or no documentary evidence that the court will examine the precise factual matrix to determine if an oral agreement was concluded between the parties. The availability of relevant documentary evidence also reduces the need to rely solely on the credibility of witnesses to ascertain if an oral agreement exists.
>
> (c) Credible oral testimony may clarify the existing documentary evidence. Oral testimony may, however, be less reliable as it is based on the witness' recollection and may be affected by

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> subsequent events (such as the dispute between the parties). In addition, where the witness is not legally trained, the court should not place undue emphasis on the choice of words.
>
> …

57 In general, contemporaneous documentary evidence will carry greater weight than oral testimony given after the event (*Shiju Varghese* at [33]; *Chan Tam Hoi* at [68]). Subsequent conduct may also be relevant, although the weight to be accorded to such conduct will depend, among other things, on whether there is other evidence supporting the existence of the contract (*Kok Kuan Hwa v Yap Win Sang* [2025] 1 SLR 1400 at [37]–[38]; *Shiju Varghese* at [36]).

The existence of the Oral Agreement cannot be established on a balance of probabilities

58 Applying these principles above, we concluded that Dots had not adduced sufficient evidence to establish a *prima facie* case on the existence of the Oral Agreement. Accordingly, the evidential burden never shifted to Liew to displace. Dots therefore did not satisfy its legal burden of proving the existence of the Oral Agreement.

59 First, as a preliminary point, Dots was unclear as to *when* the Oral Agreement was concluded. As we recounted above, Dots had pleaded that the Oral Agreement was formed in or about February 2022, following its discovery of the losses arising from the Projects that same month. However, in his AEIC, Tommy's evidence was that the Oral Agreement was formed on 12 January 2022, when he and Richard confronted Liew at the coffeeshop at Lorong 29 Geylang (see [6] above) after having discovered the losses arising from the Projects in December 2021. At trial, Tommy did not resile from this account when referred to the relevant paragraphs of his AEIC. He further confirmed that the losses arising from the Projects and their repayment had been discussed at

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that meeting. To make things even more unclear, Dots maintained its pleaded position that the Oral Agreement was formed in February 2022 at the close of its case before the DJ. While it is acceptable, given the nature of an oral agreement, for there to be some uncertainty as to when it was formed, Dots had advanced two conflicting versions of when the Oral Agreement was concluded. Apart from making it difficult for Liew to know the exact case that he had to meet, this affected offer and acceptance since Dots could not point consistently to when offer and acceptance had taken place.

60 We further noted that Liew's evidence at trial was that he had paid the $80,000 as a result of subsequent demands made during a further meeting sometime in February 2022, which was broadly consistent with Dots' pleaded case. Although Liew's account was not determinative, given that Dots bore the burden of proving the Oral Agreement, it was significant that Dots did not seek to reconcile the discrepancy between its pleaded case, Tommy's AEIC and Liew's account, despite maintaining the February 2022 date. This discrepancy was particularly concerning given the absence of documentary evidence corroborating the occurrence of either meeting or what transpired at those meetings. As explained above, the existence of an oral agreement is difficult to establish where the evidence rests primarily on oral testimony, particularly where that testimony contains material inconsistencies.

61 Second, and more fundamentally, the Oral Agreement was lacking an essential term setting out when and how the sum of $284,575.30 was to be repaid. This is especially important in an agreement containing a forbearance to sue, since the date of repayment provides a definite date after which the promisee may commence proceedings if payment has not been made. Yet, Dots had not advanced any such term. While it is open for a court to imply such a term as to when payment is to be made, Dots had neither pleaded the contents

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of such a term, nor explained why a court should so imply. Indeed, without a term setting out the time for repayment, it was questionable whether Liew had breached the Oral Agreement to begin with.

62 When we put this to Mr Yeo at the hearing before us, he pointed us to Tommy's AEIC, where he had said:

> 45. Subsequent to the 1st Defendant's payment of the sum of S$80,000.00, the 1st Defendant failed, refused and/or neglected to pay the Claimant the remainder sum of S$204,575.30, despite *repeated demands from the Claimant*.
>
> 46. As such, I say that the 1st Defendant has breached the Oral Agreement and the Claimants are claiming the sum of S$113,600.00 against the 1st Defendant.
>
> [emphasis added]

Mr Yeo explained that Tommy's unchallenged evidence was that Dots had made "repeated demands" of Liew. According to Mr Yeo, this showed that the sum promised under the Oral Agreement was payable on demand.

63 We rejected this argument. In our view, there was a difference between making a demand for repayment and a term providing that payment was to be on demand. Thus, even if we accepted Tommy's evidence that he had repeatedly demanded repayment of the outstanding sum under the Oral Agreement, that did not, without more, prove the existence of a term that payment was to be on demand. Nor was this Dots' pleaded case.

64 Third, it was unsafe to rely on Liew's oral testimony that Richard had asked Liew to pay $80,000 "first" to infer the existence of the Oral Agreement. In particular, during cross-examination, Liew stated:

> Q: So when did the claimant demand this $80,000 payment from you?

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> A: Well, I recalled it was in 20-something, February 2022, Mr Thomas Tan was at 10B Jalan Besar when I went to the office of Design4space, that is to say, Mr Richard Yea's office. In that office, *I was forced---or they talked about the losses suffered by 10A and 10B and they said "you pay the $80,000 first; if you don't do so", he will sue me.*
>
> [emphasis added]

This was because the word "first" could refer to paying a fraction of a larger sum first, or could be regarded as a deferment of discussions (that is, pay $80,000 first, not be sued, and discuss further terms later). Indeed, Liew's oral testimony during re-examination amplified the latter explanation. When Liew's counsel put Dots' case to him that the $80,000 had been paid pursuant to an oral agreement reached after the meeting with Richard and Tommy, Liew responded:

> Q: The claimant's case … is that this $80,000 was paid because of an oral agreement you entered into with the claimant after the meeting with Mr Richard Yea and Mr Tommy Tan on 12th of January. Do you recall that? Do you recall that, yes?
>
> A: *I recall when I was at his office, this was what I was told: "Give the $80,000 first. We will talk about the others later."*
>
> …
>
> A: And under that circumstances, now, *the two bosses said that if I didn't do so, they will sue me.*
>
> [emphasis added]

65 It was noteworthy that Liew had testified that Tommy and Richard said they "will talk about the others later". This was not consistent with an Oral Agreement for payment of the *whole sum* of $284,575.30. Indeed, this appeared to be an agreement to *defer* discussions of other sums, subject to payment of the $80,000 first. As such, the evidence was more consistent with a deferral of discussions about any further liability, and not a positive agreement by Liew to

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pay the full $284,575.30. Put differently, the lack of an agreement to exhaust Liew's further liability is not the same thing as an agreement for the payment of the full $284,575.30.

66 Fourth, Liew's payment of $80,000 could not, in and of itself, mean that the Oral Agreement existed. Given our discussion above, it was equally plausible for the $80,000 to have been a separate payment rather than a part-payment pursuant to the Oral Agreement. The fact that the $80,000 was referable to the losses pertaining to the reinforced concrete works (as Liew conceded during cross-examination; see [64] above) could equally mean that Dots promised not to sue in exchange for $80,000 as a full settlement of those losses. This, in and of itself, did not prove the existence of the Oral Agreement.

67 Relatedly, we rejected Mr Yeo's argument that by pleading duress, Liew had conceded the existence of the underlying Oral Agreement. While a plea of duress may, in certain circumstances, amount to an admission of facts supporting the formation of an agreement, this was not the case here. Liew's plea of duress in his Defence and Counterclaim did not admit to any facts establishing an offer or acceptance of the terms of the Oral Agreement as pleaded by Dots. At most, Liew pleaded that he had consented to pay $80,000 as a result of threats made by Richard. This did not necessarily entail a concession that the Oral Agreement on the terms alleged by Dots had been formed. Moreover, even taking Dots' case at its highest, this could at best point to there being an agreement for $80,000, and not the full $284,575.30. Accordingly, there was no basis for concluding that Liew had conceded the existence of the Oral Agreement.

68 In summary, the inconsistency as to when the Oral Agreement was allegedly concluded cast doubt on the reliability of Dots' evidence concerning

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its formation, particularly in the absence of contemporaneous documentary evidence or other cogent evidence corroborating the existence of the Oral Agreement. When considered alongside the absence of an essential term in the form of an agreed repayment date, we concluded that Dots had not adduced sufficient evidence to establish a *prima facie* case that the Oral Agreement existed. Accordingly, the evidential burden never shifted to Liew to displace. Without the Oral Agreement, there was no basis for Dots' claim against Liew for the sum of $204,575.30.

Conclusion

69 For all these reasons, we allowed the appeal and ordered costs in favour of the appellant.

70 In terms of costs, given the way these points were raised on appeal, we did not disturb the Judge's decision for each party to bear their own costs in HC/DCA 20/2025. However, we reinstated the DJ's costs order of $50,000 to Liew in OC 244 and awarded Liew the costs of the present appeal fixed at $40,000 all in. The usual consequential orders applied.

Hoo Sheau Peng
Justice of the Court of Appeal

See Kee Oon
Judge of the Appellate Division

Goh Yihan
Judge of the Appellate Division

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