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

[2026] SGHCR 8

Originating Application (Bankruptcy) No 88 of 2025

Between

Lim Siang Heng

… *Applicant*

And

Great Eastern Financial Advisers Pte Ltd

… *Respondent*

JUDGMENT

[Insolvency Law — Bankruptcy — Statutory Demand — Setting aside]
[Insolvency Law — Bankruptcy — Liquidated sum — Section 311(1)(*b*) of the Insolvency, Restructuring and Dissolution Act 2018]

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Lim Siang Heng
v
Great Eastern Financial Advisers Pte Ltd

[2026] SGHCR 8

General Division of the High Court — Originating Application (Bankruptcy) No 88 of 2025
AR Perry Peh
10 October 2025, 3 February 2026

26 March 2026 Judgment reserved.

AR Perry Peh:

Introduction

1 HC/OSB 88/2025 ("OSB 88") is an application by the claimant, Lim Siang Heng ("Mr Lim") to set aside a statutory demand for a sum of $47,169.63 ("the SD") which was served on him on 8 July 2025 by the defendant, Great Eastern Financial Advisers Pte Ltd ("GEFA"). Mr Lim was a financial advisory representative with GEFA until he was terminated on 21 February 2024.

2 The bulk of the debt in the SD (amounting to $46,795.61) consists of commissions which GEFA previously paid to Mr Lim for policies that he had sold but which GEFA now seeks to recover from Mr Lim. According to GEFA, through an internal investigation, it determined that these policies had been sold by Mr Lim in a manner that breached his representative's agreement with GEFA, which therefore triggered GEFA's contractual entitlement to recover the

paid commissions from Mr Lim. It is not seriously in dispute that the *identification* of these policies, and in turn, the *calculation* of these commissions, are based on GE's findings from its internal investigation.

3 Section 311(1)(*b*) of the Insolvency, Restructuring and Dissolution Act 2018 ("IRDA") states that no bankruptcy application may be made in respect of any debt or debts unless they are for a "liquidated sum" payable to the applicant creditor immediately (among other requirements listed in s 311(1) of the IRDA). As I explain below, the way the commissions are calculated meant that they do not constitute debts for a "liquidated sum" that are recoverable pursuant to the bankruptcy process. I therefore allow OSB 88 and set aside the SD. These are my reasons.

Background

4 The terms of Mr Lim's appointment are contained in a Representative's Agreement ("the RA") which Mr Lim entered with GEFA on or about 1 September 2018.[1] Additionally, Mr Lim was also a "leader" of GEFA where he acted as manager to other GEFA representatives. The terms of this arrangement are contained in a Supplemental Agreement for Leaders which Mr Lim entered with GEFA on or about 1 July 2019 ("the SA").[2]

5 Clause 13 of the SA states that the RA and the SA "shall be read and construed as one document", and in the event of the RA's termination, the SA shall also automatically terminate.[3] Under the agreements, Mr Lim was entitled to receive commissions from (a) his own sale of policies (provided for by cl 3

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1 1st affidavit of Tan Seok Eng ("TSE-1") at p 46.

2 TSE-1 at p 83.

3 TSE-1 at p 89.

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of the RA) and (b) his subordinates' sale of policies (provided for by cl 3 of the SA).

6 The background relating to Mr Lim's breach of the RA and his subsequent termination are set out in the reply affidavit filed by GEFA in OSB 88. Based on the papers filed, this background is largely undisputed.

GEFA's internal investigations

7 According to GEFA, internal investigations which it conducted revealed that one Tan Loon Kiat Gerard ("Tan") had sold policies to 28 policyholders who were common between Tan and Mr Lim. This meant that, for these policies ("the Affected Policies"), the policyholders were identified as Tan's clients as well as Mr Lim's clients.[4] This practice was described by GEFA as "pooling", which is defined in GEFA's Disciplinary Action Guidelines ("the Disciplinary Guidelines") (incorporated into the RA by reference pursuant to cl 25) as follows:[5]

> Pooling is the passing of a case closed by one Representative to another Representative. The Representative on record based on the proposal form and sales documentation as the issuing agent must be present at the time of the sale and participate in the presentation to the client and also at the time of signing of the proposal form by that client.
>
> Representative is disallowed from submitting a case which is not sold by him or transfer his case to another Representative who was never involved in the sale of the policy.
>
> …

8 The Disciplinary Guidelines further identifies "pooling" within the category of "Inappropriate Representative's Conduct" and stipulates that a letter

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4 TSE-1 at paras 17 and 25.

5 TSE-1 at p 216.

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of warning may be issued as disciplinary action. The implication of the alleged "pooling" is that, for the Affected Policies, Mr Lim was not only paid those commissions which he was entitled to receive under cl 3 of the RA, he was also paid further commissions pursuant to cl 3 of the SA on the basis that the Affected Policies were sold by his subordinate (Tan).[6]

9 On 20 June 2023, Tan was summoned by GEFA for an interview in respect of the investigation findings. At the interview, Tan was shown the list of policyholders common to himself and Mr Lim, and GEFA asked Tan for his response. For a significant number of these policyholders, Tan's response was that he could not remember who they were and what policies he had sold them. GEFA's conclusion was as follows:[7]

> Given that Tan Loon Kiat Gerard could not remember a significant number of the policyholders which were under his name, the Defendant [GEFA] took the position that it was likely that the Claimant [Mr Lim] had closed several cases on his own and thereafter, passed the cases to Tan Loon Kiat Gerard *so that the Claimant would be entitled to further commissions from the Defendant*. In this respect, the Claimant had engaged in 'pooling'.
>
> [emphasis added]

10 On 3 November 2023, GEFA notified Mr Lim that they were investigating his conduct and scheduled an interview for Mr Lim to explain the findings made against him. Mr Lim attended an interview on 15 November 2023 but according to GEFA he provided no satisfactory explanation.[8]

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6 Defendant's written submissions at paras 41–42.

7 TSE-1 at para 25.

8 TSE-1 at paras 26–31.

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Events leading to the termination of Mr Lim

11 On 10 January 2024, GEFA sent by e-mail a letter to Mr Lim titled "Notice to Show Cause ("the 10 Jan Letter").[9] The 10 Jan Letter identified a list of policies which Mr Lim had sold but then passed on to Tan (*ie*, the Affected Policies) and stated that Mr Lim had therefore engaged in "pooling", which was a breach of cll 24A and 25 of the RA read with the definition of "pooling" in the Disciplinary Guidelines. The 10 Jan Letter also stated that Mr Lim had, by virtue of his conduct, "participated in a scheme to cheat [GEFA] by causing it, through deceit, to pay [him] more remuneration than it should have", which was also a breach of cll 24A and 25 of the RA read with the definition of "cheating" in the Disciplinary Guidelines. I reproduce cll 24A and 25 of the RA below:

> 24A The Representative shall act in good faith towards the Company. The Representative shall not act or omit to act in any manner that, in the opinion of the Company, could result in harm to the Company's interests, business activities or reputation, and shall inform the Company should he become aware of any action that could result in substantial harm to the Company's interests, business activities or reputation.
>
> …
>
> 25 The Representative shall comply with all circulars, notices, guidelines and directives issued by the Company from time to time (which shall be deemed to be incorporated into the terms of this Agreement) and shall comply with all laws including but not limited to regulations, directives, guidelines or notices … as may be applicable from time to time.

12 The 10 Jan Letter further stated that, by virtue of the said misconduct, GEFA was entitled to terminate Mr Lim's employment pursuant to cl 34 of the RA. The 10 Jan Letter informed Mr Lim that he could, within 14 days, make

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9 TSE-1 at para 33 and pp 250–253.

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an appeal against GEFA's findings and show cause as to why his employment should not be terminated.

13 On that same day, Mr Lim sent an e-mail in response to GEFA[10] stating that he would "like to appeal for the termination as I find it unfair and wrongful termination" [*sic*]. In his e-mail, he also cited part of the definition of "pooling" as stated in the Disciplinary Guidelines. It is undisputed that, after Mr Lim sent the e-mail on 10 January 2024, he did not follow up any further.[11]

14 On 21 February 2024, GEFA sent Mr Lim a letter of termination ("the 21 Feb Letter"), informing him that his appeal was unsuccessful, and further, that his employment with GEFA had been terminated with immediate effect by reason of his conduct set out in the 10 Jan Letter.[12] It is also undisputed that Mr Lim did not respond to the 21 Feb Letter and also did not raise any objections about the termination of his employment at that time.[13] On 28 February 2024, Mr Lim returned to GEFA his authorisation card and other property belonging to GEFA.[14]

GEFA's issuance of the SD

15 On two occasions in March 2024 and June 2025, GEFA made demands for repayment of sums owing by Mr Lim but received no response.[15] On 4 July 2025, GE issued a statutory demand (*ie*, the SD) through its solicitors. The SD

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10 TSE-1 at paras 35–36 and p 255.

11 TSE-1 at para 36.

12 TSE-1 at para 39.

13 TSE-1 at para 41.

14 TSE-1 at paras 42–43.

15 TSE-1 at paras 46 and 49.

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stated that, as at 4 June 2025, a sum of $47,169.63 was due and owing from Mr Lim to GEFA pursuant to the RA and the SA. The SD identified the following as debts due and owing from Mr Lim:[16]

(a) repayment of commissions paid by GEFA to Mr Lim between May 2022 and March 2024 pursuant to Clause 31A of the RA, amounting to S$46,795.61 ("the Commissions").

(b) Professional Indemnity Fees from July 2023 to January 2024, amounting to S$230.89 ("Indemnity Fees");

(c) Fidelity Guarantee Fees from July 2023 to January 2024, amounting to S$34.68 ("Fidelity Fees");

(d) annual fees payable to the Monetary Authority of Singapore ("MAS") for the year 2024, amounting to S$100.00 ("MAS Fees"); and

(e) clawback of "IO Liability" for ex-representative Ng Lei Yee ("Ng") pursuant to cl 31A of the RA, amounting to S$490.86 ("IO Liability").

16 In calculating the sum due and owing from Mr Lim, GEFA also set off certain sums which were due to be paid to Mr Lim as well as a partial repayment of $48.67 which it had received from Mr Lim.[17]

17 The Commissions (defined at [15(a)] above) represent (a) the sum of the commissions which were paid to Mr Lim in respect of the Affected Policies

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16 1st affidavit of Lim Siang Heng ("LSH-1") at p 6.

17 LSH-1 at p 6.

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(totalling $59,476.43)[18] less (b) the commissions which Mr Lim was entitled to be paid for policies sold under his own name and which were unaffected by any complaint of "pooling" (totalling $12,680.62).[19] The debt for the Commissions in the SD is therefore effectively a claim by GEFA to recover the additional commissions paid to Mr Lim in respect of the Affected Policies,[20] which I will refer to as the "Clawed-Back Commissions" in the remainder of these grounds.

18 The contractual basis on which GEFA relies to recover the Clawed-back Commissions is cl 31A of the RA,[21] which states:[22]

> …
>
> The Representative shall not be entitled to any Remuneration if there has been a *material breach* of this Agreement. *If any such Remuneration has been paid prior to the Company's actual knowledge of such material breach, the Company is entitled to claw back all such sums from the Representative.*
>
> For the purposes of this Clause 31A … any breaches of the following clauses shall be deemed to be a material breach of the Agreement:
>
> …
>
> (b) Clauses 15, 16, 22, 24A and 24B (Duties of Representative);
>
> (c) Clause 25 (Duties of the Representative) provided that such breach(es) of any circular, notice, guideline, directive, laws and/or regulations stated therein results in, *inter alia*, a failure to satisfy the fit and proper criteria in the relevant MAS Guidelines or gives the Company a right and/or basis to notify the MAS, LIA, AFA or GIA of such breach;

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18 TSE-1 at para 56.

19 TSE-1 at para 51.

20 Defendant's written submissions at para 46.

21 Defendant's written submissions at paras 43–45.

22 TSE-1 at pp 54–55.

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> …
>
> The Company has the right at all times to set-off any claims, debts, liabilities due or owing by the Representative to the Company, whether liquidated or unliquidated, contingent, crystalised or otherwise, against any Remuneration due or which may become due to the Representative.
>
> [emphasis added]

19 The term "Remuneration" is defined in cl 2 of the RA as follows:[23]

> … commissions described and specified in this Agreement … ('Commissions') and any other remuneration in any form including benefits, allowances and incentives (such other remuneration and Commissions are collectively referred to as 'Remuneration') as the Company may determine from time to time.

20 In its affidavit, GEFA explains that it is entitled to recover the Clawed-back Commissions because: [24]

> As stated in the Notice to Show Cause [the 10 Jan Letter], the Claimant [Mr Lim] had breached Clauses 24A and 25 of his Representative's Agreement which constitute material breaches of his Representative's Agreement that entitles the Defendant [GEFA] to claw back all commissions and any other remuneration in any form including benefits, allowances and incentives paid to the Claimant.

21 GEFA further states that the Clawed-Back Commissions have previously been set out in Mr Lim's detailed commission statements for the period from August 2023 to April 2024 which Mr Lim would have had complete access to via an online system while he was GEFA's representative.[25]

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23 TSE-1 at p 49.

24 TSE-1 at para 55.

25 TSE-1 at paras 60–61.

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22 As for the Indemnity Fees, the Fidelity Fees and MAS Fees (collectively, "the Fees"), GEFA states that these were:[26]

> … payable by the Claimant [Mr Lim] to the Defendant [GEFA], [because] pursuant to Clause 25 of the Representative's Agreement, the Claimant was to comply with all circulars, notices, guidelines and directives issued by the Defendant from time to time …

23 For the Indemnity Fees and the Fidelity Fees, GEFA relies on two notices which it had issued to inform its financial advisory representatives that it had subscribed to a professional indemnity insurance scheme and a fidelity guarantee insurance scheme for them, and that the premium was to be deducted by way of monthly instalments from the commissions payable to each representative.[27] As for the MAS Fees, GEFA relies on a printout from the website of the MAS which states that the annual fee payable for each financial advisory representative is S$100.00.[28] Although GEFA does not expressly state so, it appears that the MAS Fees for each calendar year are to be paid at the start of the year, and so the MAS Fees for 2024 were payable at the beginning of 2024.[29]

24 For the IO Liability, GEFA explains that pursuant to cl 12 of the SA, Mr Lim agreed to "undertake or pay or make good to [GEFA] all Liabilities owing by the Subordinate Representatives to [GEFA]". GEFA explains that Ng, who was one of Mr Lim's subordinates, was terminated on 28 April 2023, and at the time of her termination, a sum of S$490.87 was due and outstanding from her, and so pursuant to cl 12 of the SA, GEFA is contractually entitled to look to Mr

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26 TSE-1 at para 62.

27 TSE-1 at paras 62–68.

28 TSE-1 at para 69.

29 TSE-1 at para 66.

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Lim for the repayment of this sum. In support of this sum, GEFA adduced in its affidavit a commission statement for Ng dated December 2023 which showed a sum of $490.86 as owing by her.[30]

Mr Lim's application to set aside the SD

25 On 28 July 2025, Mr Lim filed OSB 88. In his supporting affidavit, Mr Lim states that the SD was "duly served" on him on 8 July 2025.[31] Mr Lim's supporting affidavit is brief and the parts which set out his factual basis for setting aside the SD is as follows:[32]

> 5. I dispute the validity and accuracy of the amount claimed in the Statutory Demand. In particular, I note that the sum of $46,795.61, which forms the bulk of the alleged debt, has not been supported by any clear breakdown or substantiating documents from the Defendant [GEFA].
>
> 6. The Statutory Demand further alleges that I have breached Clause 31A of the Representative's Agreement. I deny any such breach. At all times, I have complied with all rules, policies, and obligations in my capacity as a manager of the agency.
>
> 7. I assert that there is no proper basis for the clawback of the amount demanded in the Statutory Demand. The Defendant has failed to furnish a transparent explanation or computation of the debt claimed, rendering the demand speculative and disputed.

Decision

26 It would be evident from the extracts of Mr Lim's supporting affidavit which I have reproduced above that he offered no real factual basis in support of his attempt to dispute the claimed sums in the SD. Thus, in so far as Mr Lim

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30 TSE-1 at paras 70–71.

31 LSH-1 at para 3.

32 LSH-1 at paras 5–7.

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seeks to set aside the SD on the ground that there existed genuine triable issues, that attempt is plainly futile (see [35]–[39] below). However, the main difficulty which GEFA faced here is the fact that the Clawed-Back Commissions are calculated based on GEFA's investigation findings, and not pursuant to any agreed formula or machinery in the relevant contracts between GEFA and Mr Lim. The Clawed-Back Commissions therefore cannot be characterised as debts for a "liquidated sum" under s 311(1)(*b*) of the IRDA (see [40]–[57] below). For this reason, the SD must be set aside pursuant to r 68(2)(*e*) of the Insolvency, Restructuring and Dissolution (Personal Insolvency) Rules 2020 ("Personal Insolvency Rules") as no creditor's bankruptcy application can be brought in respect of the claimed sums in the SD (see [62]–[65] below). Let me explain.

Preliminary issue: Whether Mr Lim's application was brought within time

27 Under r 67(1) read with r 67(2)(*b*) of the Insolvency, Restructuring and Dissolution (Personal Insolvency) Rules 2020 ("Personal Insolvency Rules"), an application to set aside a statutory demand must be brought by a debtor within 14 days after he has been served with the statutory demand, except where the demand was served outside jurisdiction, in which case the application must be brought within 21 days. In this case, Mr Lim states that he was served with the SD on 8 July 2025 at approximately 12.07pm.[33] From the submissions and the affidavits, it is unclear whether the SD was served on Mr Lim within or outside Singapore. If the SD was served outside Singapore, then OSB 88 would have been brought within time. However, if the SD was served within Singapore, then OSB 88 would be out of time because any such application had to be filed

[33] LSH-1 at para 3.

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by 22 July 2025. For completeness, I consider whether there is any issue if OSB 88 was filed out of time.

28 Rule 67(3) of the Personal Insolvency Rules provides that the Court may, upon the application of the debtor, allow the debtor an extension of time to make the debtor's application to set aside the statutory demand. Rule 67(3) confers on the court a discretion to extend the period within which the debtor may bring an application to set aside the statutory demand, which is to be exercised having regard to the following factors: (a) the period of the delay; (b) the reasons for the delay; (c) the grounds for setting aside the statutory demand; and (d) the prejudice that may result from an extension of time (see *Rafat Ali Rizvi v Ing Bank NV Hong Kong Branch* [2011] SGHC 114 at [32]).

29 Assuming that the SD was served within Singapore, having regard to the factors above, I consider it appropriate to grant Mr Lim an extension of time until 28 July 2025 to file OSB 88, with the result that OSB 88 can be treated as having been brought within time. This is because the length of the delay is quite insignificant (6 days). Importantly, I do not think the grant of an extension of time would occasion prejudice to GEFA, since at the hearing of OSB 88, GEFA had proceeded on the basis that OSB 88 was brought within time and did not challenge it as being brought out of time.

GEFA's contractual entitlement to the sums claimed in the SD

30 In submissions, GEFA emphasised its contractual entitlement to recover from Mr Lim the various sums claimed in the SD. As a starting point, and on the evidence placed by GEFA before the court, I agree that this is established.

31 For the Clawed-Back Commissions, I agree that GEFA is entitled to recover this sum from Mr Lim pursuant to cl 31A of the RA. Clause 31A of the

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RA provides that, if there has been a "material breach" of the RA, GEFA is entitled to claw back any "Remuneration" (which encompasses commissions for policies sold) that had been paid prior to GEFA's actual knowledge of such material breach. GEFA's position is that Mr Lim's conduct of "pooling" constitutes a breach of cll 24A and 25 of the RA, and based on cl 31A, a breach of these clauses constitutes a "material breach". Further, cl 31A provides that GEFA has the right to set off any sum owing from a representative to GEFA against any Remuneration due or which may become due to the representative. In its calculation of the Commissions, GEFA is therefore entitled to subtract the Clawed-Back Commissions from the sum of commissions which Mr Lim was otherwise entitled to in respect of the policies which he had sold (see [17] above).

32 In respect of the Indemnity Fees, the Fidelity Fees and the MAS Fees (*ie*, the Fees), these are payable under guidelines or notices issued by GEFA and/or the MAS and which Mr Lim is required to pay pursuant to cl 25 of the RA, which requires a representative to comply with all such guidelines or notices. The relevant notices relating to the Indemnity Fees and the Fidelity Fees state that they will be deducted via monthly instalments from the representative's commission statement.[34] As for the MAS Fees, GEFA explains that its practice is to pay the fees first on behalf of its representative and then deduct them from the representative's commissions statement later.[35] Based on GEFA's affidavit, the Fees were incurred during the period before the RA was terminated (*ie*, before February 2024) and so Mr Lim would have been obliged under cl 25 of the RA to pay the Fees at the material time. Therefore, on the basis that GEFA has paid the Fees which Mr Lim is otherwise required to pay

34 TSE-1 at pp 374 and 381.

35 TSE-1 at paras 63–66.

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under cl 25 of the RA, and since the amount standing in Mr Lim's commissions account is insufficient to cover the Fees (as a result of the Clawed-Back Commissions which were debited from his account), GEFA is contractually entitled to turn to Mr Lim for payment of the Fees pursuant to cl 25 of the RA.

33 For the IO Liability, I accept that this is a liability which cl 12 of the SA requires Mr Lim to make good to GEFA, so long as the liability existed while the SA remained in force. Clause 12 of the SA reads:

> The Leader [Mr Lim] shall indemnify the Company [GEFA] for and hold the Company harmless against *all liabilities, claims, losses, judgments, damages, costs and/or expenses* … incurred by or on behalf of the Company arising either directly or indirectly as a result of or in relation to or in connection with … (b) *any transactions entered into and carried out by the* Leader and/or *the Subordinate Representatives and the Leader undertakes to pay or make good to the Company all Liabilities owing by the Subordinate's Representatives to the Company* …
>
> [emphasis added]

34 Clause 1 of the SA defines "Subordinate Representatives" as all representatives who are under the "direct or indirect supervision" of Mr Lim.[36] It is undisputed that Ng was Mr Lim's "Subordinate Representative" and the sum of $490.86, as stated in Ng's commission statement dated December 2023, reflects the amount owing by Ng and the loss incurred by GEFA as at that date and comes within the scope of the "Liabilities" which Mr Lim is required to make good to GEFA under cl 12 of the SA. GEFA is therefore contractually entitled to turn to Mr Lim to recover the IO Liability pursuant to cl 12 of the SA.

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[36] TSE-1 at pp 87–88.

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Whether Mr Lim has shown grounds to set aside the SD pursuant to r 68(2)(b) of the Personal Insolvency Rules

35 The parties' written submissions filed ahead of the hearing of OSB 88 as well as their oral submissions at the hearing itself focused on the issue of whether Mr Lim has shown a genuine triable issue in respect of the Clawed-Back Commissions and thus require the SD to be set aside under r 68(2)(*b*) of the Personal Insolvency Rules.[37] To briefly recap the applicable law, r 68(2)(*b*) of the Personal Insolvency Rules states that a court must set aside a statutory demand if the debt is disputed on grounds which appear to the court to be "substantial". Rule 68(2)(*b*) should be read together with para 160(3)(*b*) of the Supreme Court Practice Directions 2021 ("SCPD"), which provides that the court will "normally" set aside a statutory demand if the evidence shows a "genuine triable issue". The criterion of "substantial" grounds in r 68(2)(*b*) of the Personal Insolvency Rules constitutes a higher threshold than the test of a "genuine triable issue" in para 160(3)(b) of the SCPD (see *Mohd Zain bin Abdullah v Chimbusco International Petroleum (Singapore) Pte Ltd and another appeal* [2014] 2 SLR 446 ("*Chimbusco*") at [29]. Thus, for a debtor to obtain setting aside under r 68(2)(*b*), it must *at least* show a triable issue, but that alone does not oblige the court to set aside the statutory demand, because not all triable issues have equal merit (see *Chimbusco* at [31]) and the triable issue shown must be of a sufficient standard to warrant the court setting aside the statutory demand pursuant to r 68(2)(*b*).

36 In Mr Lim's submissions, he denies the allegations of "pooling" and contends that the termination of his employment was unlawful, and that Tan's evidence (which GEFA relied on) should be disbelieved. GEFA, on the other

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37 Defendant's written submissions at paras 60–80; Claimant's written submissions at para 37.

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hand, argues that its finding that Mr Lim had engaged in "pooling" is substantiated by the evidence obtained from its internal investigations, and Mr Lim has been given ample opportunities to respond to the findings against him during the investigation process, but he chose not to do so and never raised any objections regarding the termination of his employment and the allegations of "pooling" made by GEFA, until OSB 88 was filed. For completeness, based on Mr Lim's affidavit and submissions, he does not dispute his liability for the Fees and the IO Liability.

37 For Mr Lim to set aside the SD pursuant to r 68(2)(*b*) in reliance on the dispute which he has raised regarding GEFA's entitlement to recover the Clawed-Back Commissions, the burden is on Mr Lim to show genuine triable issues with reference to either: (a) the relevant agreements from which GEFA's contractual entitlement to recover the Clawed-Back Commissions arise; or (b) the facts on which GEFA relies to support its claim to recover the Clawed-Back Commissions. For Mr Lim to succeed in showing triable issues, he must not merely make spurious allegations, and he should adduce evidence on affidavit to show that a triable issue has been raised (see *Chimbusco* at [30]; *Oversea-Chinese Banking Corp Ltd v Ravichandran s/o Suppiah* [2015] SGHC 1 at [21]).

38 Mr Lim does not challenge the relevant contractual agreements he entered with GEFA, which provide for GEFA's contractual entitlement to recover the Clawed-Back Commissions. The sole ground on which he relies to challenge the Clawed-Back Commissions is his claim that he has not engaged in "pooling" and thus he has not acted in breach of the RA and on this note, Tan's evidence should also be disbelieved. However, in his supporting affidavit (the material parts of which I have reproduced at [25] above), Mr Lim has raised nothing more than a bare assertion which is unsubstantiated by any supporting

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evidence. Mr Lim has not even *explained* the basis on which he denies GEFA's allegations of "pooling" and GEFA's position that he is in breach of cll 24A and 25 of the RA. The material which Mr Lim has placed before the court clearly falls short of what is needed to demonstrate a genuine triable issue in respect of GEFA's entitlement to recover the Clawed-Back Commissions. Mr Lim's attempt to challenge the SD based on r 68(2)(*b*) of the Personal Insolvency Rules therefore fails.

39 For completeness, I note that Mr Lim's written submissions has set out various other factual grounds on which he denies having acted in breach of the RA, but at the hearing before me, Mr Lim's counsel asked that any of those submissions which do not relate to matters already stated on affidavit be disregarded by the court. In my view, this concession was rightly made since it is obvious that the court cannot have regard to *factual* submissions where the underlying *facts* supporting those submissions have not even been placed before the court. In any case, even if those submissions were considered, they would not assist Mr Lim because it remains the case that his affidavit is bereft of the necessary evidence to support those submissions.

*Whether the Clawed-Back Commissions are debts for a "liquidated sum" coming within s 311(1)(*b*) of the IRDA*

40 Under s 311(1) of the IRDA, in order for a debt which a debtor is unable to repay (s 311(1)(*c*)) to constitute the subject matter of a creditor's bankruptcy application, it must satisfy the following requirements:

(a) it must not be less than $15,000 (s 311(1)(*a*));

(b) it must be for a "liquidated sum" that is "payable to the applicant creditor immediately" (s 311(1)(*b*)); and

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(c) where it is incurred outside Singapore, it must be payable by the debtor to the applicant creditor "by virtue of a judgment or an award which is enforceable by an enforcement order in Singapore" (s 311(1)(*d*)).

41 An issue to be considered here is whether the Clawed-Back Commissions even constitute debts for a "liquidated sum" for the purposes of s 311(1)(*b*) of the IRDA. This is because the *identification* of the Affected Policies, and in turn, the *calculation* of the Clawed-Back Commissions, are based on GEFA's investigation findings. The Clawed-Back Commissions, although claimed pursuant to cl 31A of the RA, are not calculated pursuant to any contractual formula or machinery in the relevant agreements between Mr Lim and GEFA. I will address the significance of this after setting out the applicable principles.

The applicable principles

42 To the best of my knowledge, there is no published decision of a Singapore court considering what constitutes a "liquidated sum" in the context of a creditor's bankruptcy application for the purposes of s 311(1)(*b*) of the IRDA. I found English cases considering s 267(2)(*b*) of the UK Insolvency Act 1986 to be instructive because, like s 311(1)(*b*) of the IRDA, that provision similarly provides that a creditor may present a bankruptcy petition only if "the debt or each of the debts, is for a *liquidated sum*" [emphasis added] (among other requirements in s 267(2)).

43 For a claimed amount to constitute a debt for a "liquidated sum", it must be a specific sum that is either (a) already ascertained *or* (b) is capable of being ascertained as a matter of mere arithmetic (see In re *a Debtor* [1994] 1 WLR

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264 at 268–270; *Halsbury's Laws of Singapore – Bankruptcy (Volume 1(3))* (LexisNexis, Singapore) at para 24.171; Kala Anandarajah *et al*, *Law and Practice of Bankruptcy in Singapore and Malaysia* (Butterworths, 1999) at p 80).

44 Examples of the former are obvious and include: (a) where the debt recovered is a fixed sum of money which a contract specifies that one party is liable to pay to the other (see generally, *Yashwant Bajaj v Toru Ueda* [2020] 1 SLR 36 at [42]); and (b) where the debt is a fixed sum of money which the judgment of a Singapore court states is to be payable by the judgment creditor to the judgment debtor.

45 The fact that a claimed amount requires calculation before a specific sum could be arrived at does not prevent it from constituting a debt for a "liquidated sum". The question is whether the supporting grounds, on which a creditor relies as entitling it to the sums claimed in the bankruptcy application, provide a methodology or formula by which the claimed amount could be calculated or ascertained as a matter of arithmetic. If the ascertainment of the claimed amount requires investigation beyond such calculation, then the claimed amount cannot be a "liquidated sum" (see generally, *Singapore Civil Procedure: Volume I* (Sweet & Maxwell, 2021) at para 6/2/5). To understand this, it may be appreciated that the law of bankruptcy provides a creditor with a summary procedure for recovering its debt without having to undergo the full process of adjudication for the debt to be proven (see *Chimbusco International Petroleum (Singapore) Pte Ltd v Jalalludin bin Abdullah and other matters* [2013] 2 SLR 801 at [35] and [37]–[38]). It would be inconsistent with the summary nature of bankruptcy proceedings if it allowed for the recovery of sums requiring investigation beyond mere arithmetic and/or determination by the court (see

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also *McGuinness v Norwich & Peterborough Building Society* [2011] EWCA Civ 1286 ("*McGuiness*") at [29]).

46 Thus, claims in tort, even if for a definite amount, are invariably claims for unliquidated sums because they require the assistance of a judicial process to ascertain the loss which the claimant has suffered and in turn the sum which the claimant is entitled to recover as damages (see *McGuiness* at [36]). Where a claimed amount is recovered pursuant to contract, to constitute a "liquidated sum", it must be one that can be ascertained in accordance with a contractual formula or machinery which, when operated, will produce a figure as a mere matter of arithmetic or calculation (see *McGuiness* at [36]; *Mohammad Razi Khan v Arvinder Singh-Sall and another* [2023] EWCA Civ 1119 ("*Mohammad Razi Khan*") at [26]–[27]). This would encompass claims for liquidated damages, that being the sum which the parties have by their contract agreed as the damages to be paid in the event of its breach, subject to any limits on recoverability imposed by the rule against penalties (see *McGuiness* at [37]; David Mohyuddin QC *et al*, *Schaw Miller and Bailey: Personal Insolvency: Law and Practice* (LexisNexis, 5th Ed, 2018) at para 8.39).

47 I use two case law examples to further illustrate the propositions above. The first is *Hope v Premierpace (Europe) Ltd* [1998] Lexis Citation 14 ("*Hope*"). In that case, the claimant served on the debtor a statutory demand for a sum of money which it described the debtor as having misappropriated from the company during his employment. The court granted the debtor's application to discharge the bankruptcy order which was previously made in his absence and also dismissed the bankruptcy petition, holding that the claimed amount is not in the nature of a "liquidated sum" as it could be characterised alternatively as a claim for damages for the debtor's breach of an implied term in his contract of employment, or as a claim for an account and payment. In *Hope*, the

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supporting grounds which the claimant relied on as entitling it to the claimed amounts was not a contract providing for the recovery of the misappropriated monies but the claimant's assessment that the debtor had misappropriated the claimed amounts. Even if it were assumed that the debtor had indeed misappropriated the claimed amounts in the manner alleged by the claimant, that is separate from the issue of what sums the claimant should be entitled to recover from the debtor, which raises a question of what the appropriate remedial response to the debtor's wrongdoing is. The latter can only be answered with the assistance of the judicial process. Thus, even though the claimed amounts in *Hope* could be expressed as a specific sum, there was nothing in the claimant's supporting grounds for the bankruptcy application which provided a framework or formula for ascertaining it as a matter of arithmetic, and so it was not a "liquidated sum" recoverable in bankruptcy.

48 The other case is Re *Miller* [1901] QB 51. The claimant agreed with the debtor to enter a partnership as stockbrokers and pursuant to that agreement, paid a sum of 2000*l* into a bank account in the joint names of himself and the debtor, which was later transferred to an account held in the sole name of the debtor. Under cl 6 of the agreement, if the debtor used the 2000*l* for purposes other than the partnership, the claimant would be entitled to terminate the agreement, and the debtor shall immediately repay the sum of 2000*l* to the claimant. Before the commencement of the partnership, the debtor fell into financial distress and became "utterly penniless" (at 53–54). The claimant did not terminate the agreement pursuant to cl 6 but instead issued a bankruptcy petition to recover the sum of 2000*l*. The court held that the 2000*l* was not a "liquidated sum" capable of founding a bankruptcy petition and the only remedy which the claimant had was in damages. This was because there was no term in the agreement which entitled the claimant to (a) terminate the agreement on

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account of the circumstances faced by the debtor and (b) demand repayment of the 2000*l* (at 57–58). Like *Hope*, while the claimed amount in this case could be expressed as a specific sum of money, the grounds of the claimant's bankruptcy application (the agreement pursuant to which the 2000*l* was paid) provided no framework or formula by which the claimed amount could be ascertained as a matter of arithmetic.

49 The issue of whether a claimed debt is for a "liquidated sum" raises a fundamental question as to its recoverability by way of the bankruptcy process. This is because the court's bankruptcy jurisdiction is only engaged where the debtor is unable to pay a debt which satisfies the requirements in s 311(1) of the IRDA (see *AmBank (M) Bhd v Yong Kim Yoong Raymond* [2009] 2 SLR(R) 659 at [19]; *Medical Equipment Credit Pte Ltd v Sim Kiok Lan Alice and another appeal* [1998] 3 SLR(R) 599 at [20]), one of which is that the debt must be for a "liquidated sum" (see s 311(1)(*b*) of the IRDA). The issue of whether a debt is for a "liquidated sum" is separate and distinct from any dispute raised by a debtor regarding his liability to repay the claimed debt (see *Mohammad Razi Khan* ([46] above) at [30]). It is trite that a court exercising its bankruptcy jurisdiction should "avoid taking an overly formalistic approach" and this is why it takes a robust approach towards defences to liability for claimed debts which are raised by a debtor in bankruptcy proceedings (see *Chimbusco* ([35] above) at [22]). In my view, however, it is not inconsistent with this robust approach for the court to exercise scrutiny over whether a claimed debt is for a "liquidated sum" since this pertains to the anterior question of whether the court's bankruptcy jurisdiction is even engaged by the supporting grounds relied on by a creditor in its bankruptcy application.

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The Clawed-Back Commissions are not debts for a "liquidated sum"

50 GEFA submits that the Clawed-Back Commissions constitute debts for a "liquidated sum", for two alternative reasons:

(a) The Clawed-Back Commissions are a fixed sum of money, namely, the commissions which Mr Lim had been paid for the Affected Policies. These sums have been reflected in Mr Lim's commission statements issued at the material time, and in particular, Mr Lim's commission statements for the months of August and September 2023 had reflected the deduction of the Clawed-Back Commissions. At no time did Mr Lim raise queries or challenge GEFA's calculation of the Clawed-Back Commissions. The Clawed-Back Commissions, being a fixed sum which GEFA is entitled to recover from Mr Lim pursuant to cl 31A of the RA, is therefore an already ascertained sum that does not require any further calculation.[38] The demand for the Clawed-Back Commissions is therefore also an "action for a fixed sum" which "enforces the primary obligation of payment [by Mr Lim], as specified by the contracting parties in their contract".[39]

(b) In the alternative, the relevant agreements between GEFA and Mr Lim provide a contractual formula or machinery for the calculation of the Clawed-Back Commissions. The commissions in respect of each individual policy can be determined based on the Schedule of Commissions (which form part of the RA and the SA) and from this the commissions which GEFA is entitled to claw back for the Affected Policies pursuant to cl 31A of the RA can be calculated. Further, the

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38 Defendant's further written submissions at paras 22–33.

39 Defendant's further written submissions at para 36.

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> Clawed-Back Commissions have already been reflected in Mr Lim's commission statements for the months of August and September 2023, and Mr Lim raised no queries or challenge to these calculations at the material time.[40]

51 The basis on which GEFA seeks to recover the Clawed-Back Commissions is cl 31A of the RA, the relevant part of which I reproduce here (see also [18] above):

> The Representative shall not be entitled to any Remuneration if there has been a material breach of this Agreement. If any such Remuneration has been paid prior to the Company's actual knowledge of such material breach, *the Company is entitled to claw back all such sums from the Representative.*
>
> [emphasis added]

52 I do not agree with GEFA that the Clawed-Back Commissions constitute an already ascertained sum under cl 31A of the RA. I acknowledge, as GEFA submits, that the Clawed-Back Commissions constitute fixed sums of money that have been reflected in Mr Lim's previous commission statements as being clawed back from him. However, whether this renders it an already ascertained sum turns, not on whether the claimed amount is fixed or definite, but whether it constitutes a specified liability under the relevant contracts between GEFA and Mr Lim – in this case, cl 31A of the RA. Clause 31A only provides for GEFA's *entitlement* to recover from Mr Lim any Remuneration that had been paid to Mr Lim prior to its knowledge of any material breach by Mr Lim of the RA, but it does not *specify* the sum which GEFA is so entitled to recover from Mr Lim. For this reason, the Clawed-Back Commissions, *not* being a sum which cl 31A of the RA specifies Mr Lim as having to pay GEFA, cannot constitute an already ascertained sum under cl 31A of the RA.

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[40] Defendant's further written submissions at paras 39–46.

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53 I do not agree with GEFA that cl 31A and/or the relevant agreements between Mr Lim and GEFA provide a contractual formula or machinery for the calculation of the Clawed-Back Commissions or its ascertainment as a matter of arithmetic. The only part of cl 31A which possibly provides such a formula or machinery is that which states that GEFA is entitled to claw back "… any such Remuneration [that] has been paid prior to the Company's actual knowledge of such material breach". What this means is, under cl 31A, GEFA is entitled to recover from Mr Lim any Remuneration that has been paid to him in consequence of his material breach (defined as including breaches of cl 24A and 25 of the RA) prior to when GEFA acquired knowledge of that breach. In the present case, GEFA relies on Mr Lim's alleged breach of cll 24A and 25 as the basis for its entitlement under cl 31A. Clauses 24A and 25 in substance provide for the standard of conduct which Mr Lim is required under the RA to adhere to as GEFA's representative (see [11] above). The question of whether there has been a breach of cll 24A and 25 therefore requires GEFA to assess Mr Lim's conduct. It follows that the calculation of the Remuneration that had been paid out in consequence of any alleged breach is also founded on that assessment. Such an assessment is not something which cl 31A of the RA and/or the relevant agreements between Mr Lim and GEFA provide for.

54 Therefore, in this case, GEFA relied on its investigation findings to *identify* the policies which Mr Lim had sold pursuant to conduct that constituted a breach of cll 24A and 25 (*ie*, the Affected Policies) to *calculate* what are the commissions which Mr Lim was in fact *not* entitled to be paid, in order to ascertain the sum of the Remuneration to be recovered from him (*ie*, the Clawed-Back Commissions). The calculation of the Clawed-Back Commissions is therefore based on a process extrinsic to cl 31A of the RA

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and/or the relevant agreements between Mr Lim and GEFA, and *not* any contractual formula or machinery provided in those agreements.

55 It is true, as GEFA submits, that the commissions which have been paid to Mr Lim for the Affected Policies can be calculated using the Schedule of Commissions. However, it is important to recognise that all which the Schedule of Commissions contractually provides for are the commissions which Mr Lim was entitled to be paid for each policy he had sold and/or which his subordinates had sold. GEFA can only calculate how much commissions it is entitled to recover from Mr Lim under cl 31A *after* it has identified the Affected Policies. To identify the Affected Policies, GEFA must rely on its investigation findings and that is extrinsic to cl 31A and/or the relevant agreements between the parties, as explained earlier.

56 I also do not agree with GEFA's characterisation of its demand for the Clawed-Back Commissions as an "action for a fixed sum". In an action for a fixed sum, the sum payable (*ie*, the "fixed sum") is that which the parties have agreed is to be paid by one party in exchange for contractual performance by the other (see Andrew Phang Boon Leong gen ed, *The Law of Contract in Singapore: Volume 2* (2nd Ed, Academy Publishing, 2022) at para 23.066; Edwin Peel, *The Law of Contract* (14th Ed, Sweet & Maxwell, 2015 at para 21-001). In other words, the parties' agreement or contract must specify the price to be paid under the contract, and if not specified, provide for the formula or machinery by which the agreed price can be calculated. For the reasons I have set out earlier (at [52]–[55]), the Clawed-Back Commissions cannot be characterised as an agreed price and thus cannot be a "liquidated sum". GEFA's submissions placed much emphasis on the fact that it is contractually entitled under cl 31A of the RA to recover the Clawed-Back Commissions from Mr

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Lim.[41] That may well be true, but the fact that a contract provides for the entitlement of one party to recover a sum of money from another is not conclusive as to whether that can be characterised as a "liquidated sum", which is a matter of law. The question is whether the contract, in addition to providing for the claimant's entitlement to recovery, also provides for a framework or formula by which that sum can be ascertained as a matter of arithmetic. In my view, that is not the case here.

57 I therefore find that the Clawed-Back Commissions do not constitute debts for a "liquidated sum" under s 311(1)(*b*) of the IRDA. I will come to the significance of this finding later (at [64] below).

The other components of the sums claimed in the SD

58 For completeness, let me also state my views on whether the other components of the sums claimed in the SD are debts for a "liquidated sum".

59 In respect of the Indemnity Fees, the Fidelity Fees and the MAS Fees (*ie*, the Fees), cl 25 of the RA requires Mr Lim to pay these fees as part of his obligation to comply with all guidelines or notices that may be issued by GEFA and/or MAS (see [32] above). The notices pursuant to which Mr Lim came to be obliged to pay the Fees specifically provide for their calculation. For example, GEFA's notice issued in respect of the Indemnity Fees specify the quantum of the annual premium chargeable for the professional indemnity scheme ($366.06, before Goods and Services Tax ("GST")) and the monthly fee ($30.50, subject to GST) that will be charged from Mr Lim's commission statement.[42] GEFA's notice issued in respect of the Fidelity Fees state that the

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41 Defendant's further written submissions at paras 33 and 38.

42 TSE-1 at p 374.

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monthly premium payable by Mr Lim (as a supervisor of GEFA) is $2.92 (before GST) multiplied by the number of subordinates under his charge.[43] As for the MAS Fee, this is specified in a MAS notice as a "[f]ixed fee of $100".[44] These sums can therefore be calculated solely and exclusively with reference to cl 25 of the RA and the notices and guidelines from GEFA and/or MAS which Mr Lim is required by cl 25 of the RA to comply with, and so they constitute debts for a "liquidated sum".

60 The IO Liability is recovered pursuant to cl 12 of the SA, which requires Mr Lim to make good to GEFA all liabilities incurred by his subordinates (such as Ng) and which existed while the SA remained in force (see [33]–[34] above). While cl 12 of the SA does not specify the sum by which Mr Lim is required to make good to GEFA, it provides a formula or machinery by which that sum could be ascertained, namely, all the liabilities owing by Mr Lim's subordinate to GEFA which existed at the time when GEFA's contractual entitlement under cl 12 of the SA is asserted. Therefore, the sums reflected as owing by Ng to GEFA in her commission statement dated December 2023, which is a liability that Mr Lim is required to make good under cl 12 of the SA, is also a debt for a "liquidated sum".

61 I accept that the liabilities owing by Ng to GEFA is a sum separately calculated by GEFA and further that it is not calculated pursuant to any formula or machinery in cl 12 of the SA and/or the relevant agreements between Mr Lim and GEFA. To that extent, it may be questioned whether it is justifiable to treat the IO Liability and the Clawed-Back Commissions differently in terms of whether they constitute a "liquidated sum", since the ascertainment of both

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43 TSE-1 at p 381.

44 TSE-1 at p 386.

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sums involve an element of assessment by GEFA. In my view, the issue is whether the ascertainment and assessment are performed pursuant to a contractual provision or a process extrinsic to the contract. In the case of the IO Liability, cl 12 of the SA requires Mr Lim to make good to GEFA all liabilities incurred by his subordinates. Clause 12 therefore allows GEFA to determine these liabilities by reference to what it identifies as owing by Mr Lim's subordinates at the material time. GEFA's assessment or calculation of these liabilities therefore takes place pursuant to cl 12 and is ascertained as a matter of arithmetic pursuant to the machinery provided therein. In the case of the Clawed-Back Commissions, the process of identifying the Affected Policies is extrinsic to cl 31A of the RA, which only provides for GEFA's entitlement to claw back commissions paid in consequence of a material breach but not any framework for ascertaining what commissions are to be clawed back.

The SD should be set aside pursuant to r 68(2)(e) of the Personal Insolvency Rules

62 Rule 68(2)(*e*) of the Personal Insolvency Rules gives the court the discretion to set aside the statutory demand on "other grounds" apart from those listed in rr 68(2)(*a*)–68(2)(*d*) (see *Sia Leng Yuen v Ko Chun Shun Johnson* [2003] 3 SLR(R) 585 at [13]). However, this discretion should only be exercised where the circumstances are such that it would be unjust for the statutory demand to give rise to a presumption of the debtor's inability to pay the debts in question and to allow the creditor to present a bankruptcy application based on the debtor's non-compliance with the statutory demand (see *Wee Soon Kim Anthony v UBS AG* [2006] SGHC 139 at [12]; In re *A Debtor (No 1 of 1987)* [1989] 1 WLR 271 at 276).

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63 In my view, one scenario where the court's discretion under r 68(2)(*e*) would be enlivened is where the sums claimed in the statutory demand do not even satisfy the requirements of s 311(1) of the IRDA (including the requirement that it be a "debt … for a liquidated sum in s 311(1)(*b*)). A debtor's non-compliance with a statutory demand triggers the presumption of the debtor's inability to repay the claimed debts in s 312 of the IRDA. If the sums claimed in the statutory demand are not of a nature for which a bankruptcy application can even be brought, then it would be obviously unjust for the statutory demand to give rise to the presumption of insolvency in s 312 and for a creditor's bankruptcy application to be brought on that basis.

64 The part of the SD consisting of the Commissions ($46,795.61) is calculated by subtracting the Clawed-Back Commissions from the commissions which GEFA says Mr Lim is entitled to be paid and is thus effectively a claim to recover the Clawed-Back Commissions (see [17] above). Since the Clawed-Back Commissions do not constitute debts for a "liquidated sum" that can form the subject of a creditor's bankruptcy application, the part of the SD consisting of the Commissions should be set aside pursuant to r 68(2)(*e*) of the Personal Insolvency Rules.

65 With that, the SD is left with only with the Indemnity Fees, Fidelity Fees, MAS Fees and the IO Liability, which altogether amount to $856.43. These are debts which are "less than $15,000", contrary to the requirement in s 311(1)(*a*) of the IRDA, and no bankruptcy application can be maintained in respect of these debts. The remainder of the SD should therefore also be set aside pursuant to r 68(2)(*e*) of the Personal Insolvency Rules.

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Conclusion

66 For the reasons above, I set aside the SD and grant an order-in-terms of prayer 1 of OSB 88. In closing, let me emphasise that I have made no finding with respect to Mr Lim's *liability* to repay the Clawed-Back Commissions to GEFA – to the contrary, the material which Mr Lim has adduced before me has not shown any genuine triable issue in respect of GEFA's entitlement to recover the Clawed-Back Commissions from Mr Lim. The reason why OSB 88 has been granted in Mr Lim's favour is because cl 31A of the RA and the relevant agreements between the parties provide no formula or machinery by which the Clawed-Back Commissions could be calculated as a matter of mere arithmetic. The *identification* of the Affected Policies, pursuant to which the Clawed-Back Commissions are *calculated*, is founded upon GEFA's investigation findings regarding Mr Lim's alleged "pooling", which is extrinsic to cl 31A and the relevant agreements. The Clawed-Back Commissions are therefore not debts for a "liquidated sum" that can be recovered via a creditor's bankruptcy application brought under Part 16, Division 1 of the IRDA.

67 The parties are to write in by way of letter, within 7 days of this judgment, stating their respective positions on the costs orders to be made in OSB 88 and, briefly, the reasons in support. The issue of costs will be decided on paper without the court hearing any oral arguments unless the parties request for an oral hearing. Pursuant to O 18 r 3(1) of the Rules of Court 2021, the time for the filing of an appeal against my decision will only run after the issue of costs is determined.

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Perry Peh
Assistant Registrar

Shanthi Elavarasi Kalamohan (instructed) (Whitefield Law Corporation) for the applicant;
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