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

[2026] SGHC 112

Originating Application No 979 of 2025
Registrar's Appeal No 244 of 2025
Summons No 673 of 2026

Between

Djony Gunawan

… *Applicant*

And

Christina Lesmana

… *Respondent*

JUDGMENT

[Res Judicata — Cause of action estoppel]
[Res Judicata — Issue estoppel]
[Res Judicata — Extended doctrine of res judicata]
[Civil Procedure — Time bar]

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Djony Gunawan
v
Christina Lesmana

[2026] SGHC 112

General Division of the High Court — Originating Application No 979 of 2025 (Registrar's Appeal No 244 of 2025, Summons No 673 of 2026)
Andre Maniam J
29 April 2026

22 May 2026 Judgment reserved

Andre Maniam J:

Introduction

1 The applicant (Mr Gunawan) and the respondent (Ms Lesmana) were married from 1995 until they divorced in June 2013. They were, and still are, registered as joint tenants of a property (the "Seaview Property"). The Seaview Property was the subject of previous litigation between them, which resulted in various court decisions. Mr Gunawan then filed the present originating application ("OA 979") to seek certain orders concerning the Seaview Property.

2 Ms Lesmana applied to strike out OA 979 on the basis that it was barred by *res judicata* (*ie*, the matter has been judged) and/or time-barred. Her striking-out application by HC/SUM 2843/2025 ("SUM 2843") was dismissed by an assistant registrar ("the registrar"), who issued written grounds of decision: [2026] SGHCR 4.

3 Ms Lesmana appealed against that by HC/RA 244/2025 ("RA 244"). This is my decision on the appeal. I also address Ms Lesmana's application by HC/SUM 673/2026 ("SUM 673") to adduce further evidence for the appeal.

Background

The Seaview Property

4 The Seaview Property was purchased in 2007. Mr Gunawan exercised the option to purchase in his sole name, and he alone paid the entire purchase price for the Seaview Property. Before legal completion of the sale, however, Mr Gunawan consented to adding Ms Lesmana's name to the certificate of title of the property, and the certificate of title showed her to be a joint tenant from as early as 24 June 2009.[1]

The previous litigation

Overview

5 For the first instance hearing of the striking-out application, the parties and the registrar considered the previous litigation between Mr Gunawan and Ms Lesmana to comprise:

(a) OS 1095/2021 ("OS 1095"), filed by Ms Lesmana;

(b) OA 713/2022 ("OA 713") filed by Mr Gunawan; and

(c) Mr Gunawan's appeals by AD/CA 115/2023 ("AD 115") and AD/CA 116/2023 ("AD 116"), against the decisions in OA 713 and OS 1095, respectively.

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[1] See [2024] 1 SLR 591 at [3].

6 There was other litigation between the parties earlier on, which Ms Lesmana wished to refer to for the purpose of this appeal – that was the subject of her application by SUM 673 to adduce further evidence for the appeal.

7 I approach the matter first based on the same material that was before the registrar, *ie*, considering the previous litigation to start from OS 1095, before turning to consider SUM 673.

OS 1095

8 On 28 October 2021 Ms Lesmana filed OS 1095 seeking the following orders:

> 1. The [Seaview Property] be sold in the open market in lieu of partition;
>
> 2. The Plaintiff be entitled to receive 50% of the sale proceeds;
>
> 3. In the event that the Defendant elects to buy over the Plaintiff's share in the Seaview Property, such election shall be made within 10 days of the date of the order to be made herein and such sale shall be completed within 60 days of the date of the order to be made herein;
>
> 4. The costs of and incidental to this application be paid by the Defendant to the Plaintiff;
>
> 5. Such further order(s) and/or relief(s) as this Honourable Court deems fit.

OA 713

9 On 26 October 2022 Mr Gunawan filed OA 713 seeking the following orders:

> 1. A declaration that the Claimant is the sole owner of the property located at 33 Amber Road #10-11 Singapore 439944 (the "Seaview Property");
>
> 2. That the Defendant's name be removed from the Strata Certificate of Title of the Seaview Property as joint tenant and

> that the Claimant's name be reflected as the sole owner of the Seaview Property. Further, that the Defendant shall render all required assistance and execute all necessary documents to give effect to the said change in ownership of the Seaview Property;
>
> 3. That the Registrar or Assistant Registrar of the Supreme Court under section 14 of the Supreme Court of Judicature Act 1969 is empowered to execute, sign or indorse all necessary documents relating to matters contained in this order on behalf of the Defendant should the Defendant fail to do so within 7 days of written request being made to the Defendant. In such event, the Defendant shall be liable for all costs and incidentals incurred on an indemnity basis;
>
> 4. Liberty to apply;
>
> 5. That the costs of and incidental to this application be paid by the Defendant to the Claimant; and
>
> 6. Such further order(s) and/or other relief(s) as this Honourable Court deems fit.

The dismissal of OA 713 and the OS 1095 Judgment

10 OS 1095 and OA 713 were consolidated.[2] On 9 October 2023, the judge hearing the matters dismissed OA 713, and allowed OS 1095 in the following terms, for which judgment was extracted (HC/JUD 395/2023 – the "OS 1095 Judgment"):

> 1. The [Seaview Property] be sold in the open market in lieu of partition;
>
> 2. The sale of the Seaview Property on the open market be made subject to tenancy, if applicable;
>
> 3. The Plaintiff be entitled to 50% of the sale proceeds and the Defendant be entitled to receive 50% of the sale proceeds;
>
> 4. The costs and expenses of sale be deducted from the proceeds of sale before distribution;
>
> 5. The parties shall jointly appoint one set of conveyancing solicitors and the proceeds of sale are to be received into the conveyancing solicitors' account before distribution to parties;

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2 [2024] 1 SLR 591 at [8].

> 6. Within 30 days of the date of the order herein, the Defendant be at liberty to serve on the Plaintiff a written election to buy over the Plaintiff's interest in the Seaview Property at the sum of 50% of the market value of the Seaview Property, such value being derived from the professional valuation of Knight Frank Pte Ltd or such other reputable property brokering company as the parties may jointly appoint within 10 days of the day of the order made herein;
>
> 7. In the event that the Defendant serves the written election as set out in paragraph (7) above: (i) the Plaintiff shall be at liberty to appoint independent conveyancing solicitors and the Defendant shall bear the costs of and incidental to the appointment of such independent conveyancing solicitors; (ii) the sale of the Plaintiff's interest in the Seaview Property, including full payment of the purchase price of the Plaintiff's interest in the Seaview Property, shall be completed within 60 days of the date of the order made herein; (iii) the Defendant shall bear all other costs of and incidental to such sale.

11 In the judge's oral grounds of the same date, the judge stated that Ms Lesmana succeeded on both OS 1095 and OA 713 on the basis of the presumption of advancement.

12 The judge noted that Mr Gunawan rested his claim on several documents, including an alleged settlement agreement dated 21 December 2018 which provided that Ms Lesmana would remove her name from the Seaview Property and for any proceeds of sale to be given to Mr Gunawan.

13 The judge had, on Mr Gunawan's application, ordered the matter to proceed with cross-examination, but Mr Gunawan then decided that he no longer wished to proceed with cross-examination. The court then set aside the order for cross-examination, and proceeded instead with a documents-only hearing.

14 In the event, the judge decided that:

(a) since Mr Gunawan's various allegations against Ms Lesmana were heavily disputed by her, in the absence of cross-examination the judge was obliged to treat Mr Gunawan's allegations as not having been proved;

(b) Mr Gunawan had failed to discharge his burden of proof;

(c) there were also good reasons to doubt the authenticity of the disputed documents; and

(d) even if the judge were to somehow accept that Mr Gunawan's allegations were true, he would also have likely ruled in Ms Lesmana's favour.

15 Regarding the alleged settlement agreement, the judge said:

> As for the settlement agreement, this was concluded 11 years after the purchase of the property. It cannot be evidence of what Mr Gunawan intended back when he included [Ms] Lesmana's name. At the highest, it would constitute an agreement for a new arrangement which Mr Gunawan could enforce by legal action. But that is not the legal basis upon which Mr Gunawan rested his claim in OA713.

AD 115 and AD 116

16 By AD 115 Mr Gunawan appealed against the decision in OA 713, *ie*, the dismissal of OA 713.

17 By AD 116 Mr Gunawan appealed against the decision in OS 1095, *ie*, the OS 1095 Judgment.

18 On 10 May 2024 the Appellate Division dismissed both appeals, and issued written grounds of decision: [2024] 1 SLR 591.

19 The Appellate Division stated that it agreed with the judge's overall finding that the presumption of advancement (in favour of Ms Lesmana) was not rebutted: at [35] and [41]. As the presumption of advancement operated and was not rebutted, the gratuitous transfer of a share in the Seaview Property to Ms Lesmana was rightly held to be a gift to her: at [41].

OA 979

20 After failing to reverse the dismissal of OA 713 and the OS 1095 Judgment (by appealing against that in AD 115 and 116), on 3 September 2025 Mr Gunawan filed OA 979 seeking:

> 1. A declaration that the Settlement Agreement dated 21 December 2018 entered into between the Plaintiff and the Defendant is valid, binding, and enforceable.
>
> 2. An order that, pursuant to Clause 2(1) of the Settlement Agreement, the Defendant shall forthwith withdraw her name from the ownership title of the [Seaview Property], and transfer all her right, title, and interest therein to the Plaintiff, with the Registrar of the Supreme Court empowered to execute any necessary instrument or document on her behalf in default.
>
> 3. In the alternative:
>
> > A declaration that, pursuant to the Settlement Agreement, the Defendant holds her allocated share of the net sale proceeds of the said property (pursuant to HC/JUD 395/2023 and AD/ORC 32/2024) on trust for the Plaintiff, and an order that such proceeds be paid to the Plaintiff or his nominee absolutely, with the Registrar empowered to execute any necessary instrument or document on her behalf in default.
>
> 4. Costs of and incidental to this application.
>
> 5. Such further or other relief as this Honourable Court deems fit.

The registrar's decision on SUM 2843

21 By SUM 2843 Ms Lesmana applied to strike out OA 979 as being *res judicata* in relation to the previous litigation, *ie*, OS 1095, OA 713, AD 115, and AD 116, and moreover time-barred.

22 The registrar decided that OA 979 was not *res judicata* or time-barred.[3]

Analysis

Res Judicata

Overview

23 The doctrine of *res judicata* encompasses three principles: cause of action estoppel, issue estoppel, and abuse of process: *Goh Nellie v Goh Lian Teck* [2007] 1 SLR(R) 453 at [17]-[19]. The registrar found that OA 979 did not offend against any of the three principles. For the reasons below, I disagree with each of those conclusions.

Cause of action estoppel

24 Cause of action estoppel was explained as follows by Diplock LJ (as he then was) in *Thoday v Thoday* [1964] P 181 at 197-198 (quoted in *Goh Nellie* at [17]):

> '[C]ause of action estoppel,' is that which prevents a party from asserting or denying, as against the other party, the existence of a particular cause of action, the non-existence or existence of which has been determined by a court of competent jurisdiction in previous litigation between the same parties. If the cause of action was determined to exist, i.e., judgment was given upon it, it is said to be merged in the judgment … If it was

[3] [2026] SGHCR 4.

> determined not to exist, the unsuccessful plaintiff can no longer assert that it does; he is estopped per rem judicatam.

25 In the context of cause of action estoppel, "cause of action" refers to "the material facts upon which the plaintiff's claims for relief were based": *Zhang Run Zi v Koh Kim Seng* [2015] SGHC 175 ("*Zhang Run Zi"*) at [43]. As the court explained there:

> … if a plaintiff's right to a remedy in a particular matrix of pleaded facts has been decided upon, under cause of action estoppel, the plaintiff cannot re-litigate his right to a remedy against the same defendant on those same facts. The fact that certain legal points or arguments raised in subsequent proceedings were not raised or decided upon in the previous proceedings does not bar the operation of cause of action estoppel; there is still identity of cause of action on the basis that the material facts pleaded as the basis for a remedy are identical.

26 I approach the question of whether there is cause of action estoppel by considering:

(a) what did the court decide in the previous litigation, and what does OA 979 ask the court to decide?

(b) were the material facts in OA 979 before the court in the previous litigation?

(c) does the legal basis of OA 979 matter?

(1) What did the court decide in the previous litigation, and what does OA 979 ask the court to decide?

27 In OS 1095, Ms Lesmana sought an order for the sale of the Seaview Property, and half of the proceeds of sale, on the premise that she was the beneficial owner of a half-share in the Seaview Property.

28 In OA 713, Mr Gunawan sought a declaration that he was the sole beneficial owner of the Seaview Property, on the premise that he was its sole beneficial owner.

29 OS 1095 and OA 713 were thus opposed to each other:

(a) Ms Lesmana opposed Mr Gunawan's claim in OA 713 to be declared the sole beneficial owner of the Seaview Property, because (as she contended in OS 1095) he was not the sole beneficial owner, she was the beneficial owner of a half-share; and

(b) Mr Gunawan opposed Ms Lesmana's claim in OS 1095 for orders premised on her being the beneficial owner of a half-share, because (as he contended in OA 713) she had no beneficial interest, he was the sole beneficial owner.

30 The judge found that Ms Lesmana was the beneficial owner of a half-share in the Seaview Property, and consequently that Mr Gunawan was not its sole beneficial owner. Thus, the judge dismissed OA 713, and granted judgment in Ms Lesmana's favour in OS 1095. Mr Gunawan's appeals by AD 115 and 116 against those decisions then failed.

31 The previous litigation thus decided the parties' respective beneficial interests in the Seaview Property, and consequently what remedies in OS 1095 and OA 713 they were entitled to.

32 By OA 979, Mr Gunawan seeks to reverse that outcome by seeking (among others):

(a) an order requiring Ms Lesmana to withdraw her name from the ownership title of the Seaview Property, and transfer all her right, title, and interest therein to him (without payment, whereas under the OS 1095 Judgment if he wished to buy over Ms Lesmana's interest in the Seaview Property he would have to pay her 50% of its market value); and

(b) in the alternative, if Ms Lesmana received a half-share of the sale proceeds of the Seaview Property pursuant to the OS 1095 Judgment, a declaration that she held that on trust for him, and an order for her to pay that over to him or his nominee absolutely (in which case, again, Ms Lesmana would not get to keep any part of the sale proceeds beneficially).

33 That fact that Mr Gunawan seeks by OA 979 to reverse the outcome of court decisions in OS 1095 and OA 713 which he failed to reverse by appeal (in AD 115 and 116) and can no longer appeal against, indicates that OA 979 is barred by *res judicata* (in the sense of cause of action estoppel, issue estoppel, or abuse of process).

34 Mr Gunawan sought to recharacterize the outcome of the previous litigation such that OA 979 would not conflict with it, but I do not accept his submissions in this regard.

35 He says that the previous litigation was decided on the basis of the ownership position as at 2009 (by which time Ms Lesmana was added as a joint tenant) and the court did not decide whether that ownership position might have been altered thereafter, such as by the alleged Settlement Agreement of 21 December 2018.

36 This is incorrect.

37 First, in OA 713 Mr Gunawan sought a declaration that he "*is* the sole owner of the [Seaview Property]" [emphasis added]. He asserted that at the time he commenced OA 713 in 2022 (and not merely in 2009) he was the sole owner of the property; and he sought a declaration that he was still the sole owner, and an order that Ms Lesmana's name be removed from the certificate of title such that he would be reflected as the sole owner.

38 On 26 October 2022 Mr Gunawan filed an affidavit in OS 1095 to resists Ms Lesmana's claim there, and an affidavit in support of his claim in OA 713. In his supporting affidavit for OA 713 at [7(d)] he referred to his OS 1095 affidavit as follows:

> On 26 October 2022, I filed an affidavit in reply setting out my defence in OS 1095 which is that I am the sole beneficial owner of the Seaview Property for the reasons that will be explained below. This present application [OA 713] is a necessary corollary to my defence in OS 1095." [Underlining added for emphasis.]

39 It is telling that Mr Gunawan said in his 26 October 2022 affidavit in OA 713, "I am the sole beneficial owner" rather than "I was, in 2009, the sole beneficial owner". Moreover, the affidavit goes on to explain why Mr Gunawan claimed to be the sole beneficial owner at various points of time *after 2009* and till the time of the affidavit:

(a) At [22] to [25], he said that the Seaview Property was a family heirloom, which he intended would eventually be inherited by his son.

(b) At [24], he said he had expressly stipulated in his current will made on 3 March 2018 that the Seaview Property is to be bequeathed to his son – that says: "If [Ms Lesmana] predeceases me and I am the sole

owner of the [Seaview Property], then upon my demise, the said property shall be bequeathed to my son…".

(c) At [25], he said "it is apparently that the Seaview Property was *always* intended to be mine solely, and I have accordingly been dealing with the Seaview Property as if I am its sole owner."

(d) At [37], he said that the intention of both him and Ms Lesmana "at the time that [Ms Lesmana's] name was added to the Seaview Property [was] that [Ms Lesmana] was never to have an interest in the Seaview Property. This intention was not changed since then." [Emphasis added.]

(e) At [39]–[40], he referred to the alleged Settlement Agreement and said that it "evidences [Ms Lesmana's] acknowledgment that *she has no beneficial ownership* of the Seaview Property and our shared intention that *I was to retain 100% beneficial ownership* of the Seaview Property."

(f) At [41], he said, "it is clear that there was a common understanding between [Ms Lesmana] and I that [Ms Lesmana] would have no interest in the Seaview Property. [Ms Lesmana] *is, accordingly, not a beneficial owner* of the Seaview Property." [Emphasis added.]

40 Furthermore, the court could not have declared Mr Gunawan to be the sole beneficial owner of the Seaview Property if (as Mr Gunawan contends) the court only considered the ownership position as at 2009, and not what it was at the time of the previous litigation. Likewise, the court could not have granted the OS 1095 Judgment in Ms Lesmana's favour if (as Mr Gunawan contends) the court only considered whether she had a beneficial interest as at 2009, and

not whether she still had any beneficial interest at the time of the previous litigation.

41 Specifically, Mr Gunawan suggests that the court did not address whether the ownership position might have changed as a result of the alleged Settlement Agreement in 2018 (such that thereafter Ms Lesmana had no beneficial interest in the Seaview Property – if she ever had any), but Mr Gunawan's affidavit relied on the alleged Settlement Agreement as an acknowledgment by Ms Lesmana that she had no beneficial ownership, and that he was to retain sole beneficial ownership (see [39(e)] above). In the event, the court found that Mr Gunawan had failed to prove the alleged Settlement Agreement, the authenticity of which Ms Lesmana had disputed.

42 Mr Gunawan also contends that the OS 1095 Judgment was "conditional", *ie*, that it left open the possibility that he might, by enforcing the Settlement Agreement, reverse what had been ordered in the Judgment. I reject this. There is nothing conditional in the OS 1095 Judgment. It says:

(a) the Seaview Property is to be sold;

(b) Ms Lesmana "be entitled to 50% of the sale proceeds"; and

(c) if Mr Gunawan wishes to "buy over [Ms Lesmana's] interest in the Seaview Property" he must pay her "the sum of 50% of the market value of the Seaview Property".

43 That was a final decision on the matter, and moreover it is now unappealable since Mr Gunawan failed in AD 115 and AD 116.

(2) Were the material facts in OA 979 before the court in the previous litigation?

44 As noted above, Mr Gunawan had put the alleged Settlement Agreement in issue in the previous litigation.

45 However, the registrar decided (at [24]–[29] of his grounds) that the material facts relied on by Mr Gunawan in OA 979 were not the same as those in the previous litigation. While the registrar noted that in OA 979 Mr Gunawan sought to rely on the alleged Settlement Agreement that he had also sought to rely on in the previous litigation, the registrar reasoned that the material fact for which Mr Gunawan relied on the Settlement Agreement for in the previous litigation was "evidence of Ms Lesmana's acceptance that she had no beneficial interest in the Seaview Property", whereas in OA 979 he was relying on the Settlement Agreement for "the parties' agreement for Ms Lesmana to disclaim any interest in the Seaview Property with effect from the date of the Settlement Agreement, 21 December 2018, whatever interest she might have had in the property prior to that date".

46 With respect, this reasoning conflates a *material fact* with the *legal basis* which a party might rely on that fact for. Mr Gunawan did indeed seek to use the alleged Settlement Agreement for a different legal basis in OA 979 than he had in the previous litigation, but the material fact was the same: that Ms Lesmana had agreed to the alleged Settlement Agreement. In the previous litigation, Mr Gunawan relied on that material fact as an acknowledgment by Ms Lesmana that she had no interest in the Seaview Property, whereas in OA 979 he relies on it as giving rise to a legal obligation that he can enforce. But there is just one material fact: Ms Lesmana had agreed to the alleged Settlement Agreement.

47 To elaborate, the alleged Settlement Agreement (as translated) provided in Article 1(3) as follows:

> SECOND PARTY [Ms Lesmana] acknowledges that Seaview was purchased using the mother-in-law's finance, Mrs Elen Gazali, and agrees to retract SECOND PARTY's name from the ownership of The Seaview and when it is sold the proceed of the sale will be given to FIRST PARTY [Mr Gunawan]. SECOND PARTY swears to comply with all provisions stated in the Will made by the father and mother-in-law in Jakarta on 10th September 1993 without any exception.

48 The alleged Settlement Agreement further provided in Article 1(6) as follows:

> SECOND PARTY with the initiation of this agreement, must withdraw all legal actions carried out in Singapore and will not proceed further any suits in the future, in return SECOND PARTY agrees to accept the ownership status of Kedoya Elok Penthouse N 2101 apartment on the name of children and stipulate the owner of Kedoya Elok Penthouse apartment are the three children.

49 That Ms Lesmana had agreed to the terms of the Settlement Agreement (including the two highlighted above) was a material fact in the previous litigation as well as in OA 979.

50 In so far as Mr Gunawan says in OA 979 that Ms Lesmana has *breached* the alleged Settlement Agreement, the material facts amounting to such breaches were all before the court in the previous litigation:

> (a) that Ms Lesmana had not "retracted" her name from the ownership of the Seaview Property is self-evident from the parties still being registered as joint tenants by the time of the previous litigation (in 2022–2024) although she had allegedly agreed on 21 December 2018 to retract her name as per Article 1(3);

(b) Ms Lesmana commencing OS 1095 (in 28 October 2021), and resisting OA 713 (which Mr Gunawan had commenced on 16 October 2022), although she had allegedly agreed on 21 December 2018 to "withdraw all legal actions carried out in Singapore" and "not proceed further any suits in the future per Article 1(6)" – what Ms Lesmana filed in OS 1095 and OA 713 was all known to the court hearing the previous litigation; and

(c) Mr Gunawan says it was a repudiation of the alleged Settlement Agreement for Ms Lesmana to deny the agreement, and to say that she saw it for the first time in 2021. Ms Lesmana said this in her 26 November 2021 affidavit filed in FC/OSF 124/2016, the relevant paragraphs of which she exhibited at Tab E of "CL-4" to her 11 November 2022 affidavit in OS 1095 – that too was before the court in the previous litigation.

51 It is true that in the previous litigation Mr Gunawan did not characterise Ms Lesmana's conduct as a breach of the alleged Settlement Agreement, but he certainly characterised it as being contrary to what she had agreed to (which he said was an acknowledgment of his sole ownership of the Seaview Property).

52 The material facts which Mr Gunawan relies on in OA 979 were all before the court in the previous litigation, in which the court decided that Mr Gunawan was not the sole beneficial owner of the Seaview Property, but instead Ms Lesmana beneficially owned a half-share in it.

(3) Does the legal basis of OA 979 matter?

53 The court in *Zhang Run Zi* cautioned against conflating the material facts on which a claim (or defence) is based, with the legal basis put forward based

on those facts: at [42]–[43]. A party who has lost a case based on a particular matrix of facts cannot avoid the operation of cause of action estoppel by re-litigating the right to a remedy (or defence) against the same party on the same facts, by advancing a different legal basis.

54 Mr Gunawan makes several arguments about the legal basis of his claim in OA 979 being different from the legal basis for which he had relied on the alleged Settlement Agreement in the previous litigation, but these arguments are to no avail.

55 Mr Gunawan particularly relies on what the judge said in his oral grounds about the alleged Settlement Agreement (see [15] above). The judge rejected the alleged Settlement Agreement (which was concluded years after the purchase of the property) as evidence of what Mr Gunawan intended when he included Ms Lesmana's name as joint tenant. The judge then said,

> At the highest, it would constitute an agreement for a new arrangement which Mr Gunawan could enforce by legal action. But that is not the legal basis upon which Mr Gunawan rested his claim in OA713.

56 Mr Gunawan regards that observation as some kind of permission for him to sue to enforce the alleged Settlement Agreement and so reverse the outcome of OA 713 (and OS 1095), but the judge's observation was nothing of the sort. As I have already observed, there is nothing conditional in the OS 1095 Judgment (and, relatedly, the dismissal of OA 713), and the court made a final decision as to the interests of Mr Gunawan and Ms Lesmana in the Seaview Property at the time of those decisions, *ie*, 9 October 2023 (a date after the alleged Settlement Agreement, and indeed after Mr Gunawan says Ms Lesmana had breached it).

57 The fact that Mr Gunawan relies on the same material fact – Ms Lesmana's agreement to the alleged Settlement Agreement – for a different basis in OA 979 than he had in the previous litigation, does not prevent cause of action estoppel from arising.

58 The previous litigation thus gives rise to cause of action estoppel against OA 979, where Mr Gunawan seeks to relitigate – on the same material facts – the beneficial ownership of the Seaview Property.

59 I thus find that OA 979 is barred by *res judicata* in the sense of cause of action estoppel.

Issue estoppel

60 As the court explained in *Goh Nellie* at [18], even if there is no cause of action estoppel, there may be issue estoppel:

> If the previous decision does not determine the cause of action sued on in the later proceedings, that decision may still be invoked as having determined, as an essential step in its reasoning, an issue that proves relevant in the later case and further consideration of that issue may be foreclosed..

61 Issue estoppel was explained as follows by Diplock LJ (as he then was) in *Thoday v Thoday* [1964] P 181 at 198 (quoted in Goh Nellie at [18]):

> '[I]ssue estoppel,' is an extension of the same rule of public policy. There are many causes of action which can only be established by proving that two or more different conditions are fulfilled. Such causes of action involve as many separate issues between the parties as there are conditions to be fulfilled by the plaintiff in order to establish his cause of action; and there may be cases where the fulfilment of an identical condition is a requirement common to two or more different causes of action. If in litigation upon one such cause of action any of such separate issues as to whether a particular condition has been fulfilled is determined by a court of competent jurisdiction, either upon evidence or upon admission by a party to the

> litigation, neither party can, in subsequent litigation between one another upon any cause of action which depends upon the fulfilment of the identical condition, assert that the condition was fulfilled if the court has in the first litigation determined that it was not, or deny that it was fulfilled if the court in the first litigation determined that it was.

62 The registrar decided (at [30]–[32]) that there was no issue estoppel as there was no identity of subject matter – he considered the issues in the previous litigation and those in OA 979 to be "plainly distinct". With respect, that is incorrect.

63 First, the registrar's consideration of issue estoppel seemed to have focused on OA 713 without also considering OS 1095. This was not merely a case where Mr Gunawan had failed to obtain the remedy he sought in OA 713 – a declaration that he was the sole beneficial owner of the Seaview Property. If that were all to it, Mr Gunawan might not be barred from trying again to obtain the same remedy, if:

(a) the material facts he relied on were different;

(b) the issue the court was asked to decide had not been decided earlier; and

(c) the circumstances did not make the subsequent litigation an abuse of process.

64 However, OS 1095 had resulted in a judgment in Ms Lesmana's favour based on the court deciding the issue of who beneficially owned the Seaview Property, and concluding that Ms Lesmana beneficially owned a half-share, and Mr Gunawan the other half-share. By OA 979, Mr Gunawan was asking the court to reach a different conclusion on the same issue (who beneficially owned the Seaview Property) from what the court had already decided in OS 1095.

65 Moreover, even in relation to just OA 713, the issues the registrar considered were incomplete – the registrar mentioned that Mr Gunawan's claim was based on a resulting trust, but that was not the only issue on OA 713: Mr Gunawan also claimed that there was a shared understanding with Ms Lesmana that he was to be the sole beneficial owner of the Seaview Property, and he relied on the alleged Settlement Agreement as Ms Lesmana's acknowledgment of his sole ownership. Furthermore, what was before the court was not only (as the registrar viewed it) "the facts and circumstances as they stood in June 2009" (at [32]). Mr Gunawan also asked the court to consider subsequent matters including his 3 March 2018 will and the alleged Settlement Agreement dated 21 December 2018, and his case was not limited to what the ownership position was in 2009 – he asserted that he continued to be the sole beneficial owner till the time of the previous litigation.

66 More fundamentally, the facts and circumstances as they stood in June 2009, and the alleged Settlement Agreement dated 21 December 2018, were but sub-issues in the determination of the ultimate issue – who beneficially owned the Seaview Property: was Mr Gunawan the sole beneficial owner, or did Ms Lesmana beneficially own a half-share? In this regard, as I noted above at [34]–[41], the issue before the court in the previous litigation was not "who beneficially owned the Seaview Property in 2009", but "who beneficially owned the Seaview Property at the time of the previous litigation".

67 As I have discussed in the previous section, Mr Gunawan seeks to relitigate that ultimate issue, to reverse the outcome of the previous litigation. On the issue of ownership, the court had decided that Ms Lesmana beneficially owned a half-share, and as such she was entitled to have the property sold (as the court ordered), and she had an "interest" in the property which "entitled" her to half of the proceeds of sale, or for which Mr Gunawan would have to pay her

50% of the market value if he wished to buy over her interest. By OA 979, Mr Gunawan seeks to relitigate the court's final and conclusive decision on the issue of ownership (and its attendant consequences). That gives rise to issue estoppel.

68 Mr Gunawan argues that the previous litigation did not concern the contractual claim that he now brings in OA 979, and so the court has not adjudicated on his claim for breach of the alleged Settlement agreement; he says a claim that was not raised, and was not adjudicated upon, cannot be barred.

69 This argument is in similar vein with Mr Gunawan's argument that there is no cause of action estoppel because the legal basis of OA 979 is different from the legal basis of the previous litigation, and it does not avail him.

70 With the issue of ownership of the Seaview Property having been decided on a final and conclusive basis, Mr Gunawan cannot relitigate that issue by bringing a new claim on a different basis.

71 In relation to the Settlement Agreement, the relevant issue is not "is the alleged Settlement Agreement authentic?" which Mr Gunawan says the judge found "not proved" in the previous litigation, so he can try again in OA 979 to prove it, citing *Loo Chay Sit v Estate of Loo Chay Loo, deceased* [2010] 1 SLR 286 where the Court of Appeal explained that there are three possibilities in so far as the concept of proof was concerned: "proved", disproved", and "not proved". Rather, the relevant issue is, "having regard to (among other things) the alleged Settlement Agreement, who owns the Seaview Property?".

72 Mr Gunawan had his chance to prove the authenticity of the alleged Settlement Agreement, but he declined to proceed with cross-examination and

ended up failing to prove it. He cannot now seek to reverse the decision on ownership of the Seaview Property by trying again to prove the Settlement Agreement. Issue estoppel – in relation to the issue of ownership – prevents him from doing so.

73 Thus, OA 979 would be barred by *res judicata* in the sense of issue estoppel, even if it were not barred by cause of action estoppel.

Abuse of process

74 Even if OA 979 were not barred by cause of action estoppel, or issue estoppel, it may be barred by *res judicata* in the sense that it is an abuse of process. As the court in *Goh Nellie* put it at [53]:

> a court should determine whether there is an abuse of process by looking at all the circumstances of the case, including whether the later proceedings in substance is nothing more than a collateral attack upon the previous decision; whether there is fresh evidence that might warrant re-litigation; whether there are *bona fide* reasons why an issue that ought to have been raised in the earlier action was not; and whether there are some other special circumstances that might justify allowing the case to proceed. The absence or existence of these enumerated factors (which are not intended to be exhaustive) is not decisive. In determining whether the ambient circumstances of the case give rise to an abuse of process, the court should not adopt an inflexible or unyielding attitude but should remain guided by the balance to be found in the tension between the demands of ensuring that a litigant who has a genuine claim is allowed to press his case in court and recognising that there is a point beyond which repeated litigation would be unduly oppressive to the defendant. In the context of cases such as the present, the inquiry is directed not at the theoretical possibility that the issue raised in the later proceedings could conceivably have been taken in the earlier but rather at whether, having regard to the substance and reality of the earlier action, it reasonably ought to have been.

75 The registrar found (at [33]–[42] of his grounds) that OA 979 was not an abuse of process. He decided that:

(a) there were *bona fide* reasons for Mr Gunawan not to have sought enforcement of the alleged Settlement Agreement in the previous litigation (at [36]–[38]);

(b) that although if OA 979 were determined in Mr Gunawan's favour it would contradict the outcome of the previous litigation, this was not a collateral attack for the purpose of the doctrine of abuse of process; and

(c) Mr Gunawan's claim for enforcement of the alleged Settlement Agreement had not been substantively adjudicated, and that was a special circumstance for allowing OA 979 to proceed.

76 With respect, I disagree. OA 979 is an abuse of process.

77 First, what the registrar regarded as *bona fide* reasons for Mr Gunawan not to have sought enforcement of the alleged Settlement Agreement in the previous litigation, had not been put forward by Mr Gunawan himself. Indeed, it was contrary to Mr Gunawan's own position, and unsupported on the facts.

78 The registrar said it was implicit in the material term in the Settlement Agreement which Mr Gunawan relied upon (Article 1(3)) that Ms Lesmana had some interest in the ownership of the Seaview Property and its sale proceeds. That was, however, not how Mr Gunawan saw it, and so it cannot explain why Mr Gunawan did not seek to enforce the alleged Settlement Agreement in the previous litigation. Mr Gunawan put forward the alleged Settlement Agreement as an acknowledgment by Ms Lesmana that she had no beneficial ownership in

the Seaview Property and that he was its sole beneficial owner. Mr Gunawan did not consider that anything in the terms of the Settlement Agreement implicitly recognised Ms Lesmana having any interest in the Seaview Property (see [39(e)] above).

79 Nor indeed do the terms of the Settlement Agreement support the registrar's view that an agreement by Ms Lesmana that she would retract her name from ownership, and the proceeds of sale would go to Mr Gunawan, implied that Ms Lesmana had some interest that she was giving up. Indeed, in another part of his grounds (at [28]) the registrar himself said that the alleged Settlement Agreement might represent the parties' agreement for Ms Lesmana to disclaim any interest in the Seaview Property "whatever interest she might have had in the property prior to that date." The alleged Settlement Agreement was not an acknowledgment that Ms Lesmana had any interest in the property, and Mr Gunawan certainly did not think it was.

80 The issue of ownership of the Seaview Property was before the court in the previous litigation, and Mr Gunawan reasonably ought to have sought enforcement of the Settlement Agreement then, rather than to lose the case, appeal and lose again, and then commence OA 979 in an attempt to snatch victory from the jaws of defeat (which had already shut).

81 Second, the registrar correctly recognised that if OA 979 were determined in Mr Gunawan's favour it would contradict the outcome of the previous litigation. That makes it a collateral attack on the previous litigation. The registrar reasoned that it was not, because Mr Gunawan was not seeking to attack an issue decide in the previous litigation. That reasoning is flawed. As I discussed in relation to issue estoppel, the registrar's consideration of the issues was incomplete – the ultimate issue, that of ownership of the property, was

decided in the previous litigation, and it was under attack by OA 979. Further, abuse of process covers situations where a *new issue* is being put forward for determination, yet doing so would be a collateral attack on the *outcome* of earlier proceedings.

82 Third, the fact that Mr Gunawan's claim for enforcement of the alleged Settlement Agreement had not been substantively adjudicated is not a special circumstance for allowing it to proceed, if (as I have decided) the claim ought reasonably to have been brought in the previous litigation, and OA 979 is nothing more than a collateral attack on the outcome of the previous litigation.

83 The extent of the conflict between OA 979 and the previous litigation (and thus the extent of the abuse) is neatly demonstrated by Mr Gunawan's response to my queries at the end of the hearing. I asked him what would happen to the OS 1095 Judgment if he won OA 979:

(a) Could Ms Lesmana insist that the property be sold as ordered in para 1 of the Judgment?

(b) Could Ms Lesmana insist that she is entitled to 50% of the sale proceeds as ordered in para 3 of the Judgment?

(c) Could Ms Lesmana insist that if Mr Gunawan wanted to buy over her interest in the property, he needed to pay her 50% of the market value of the property, as ordered in para 6 of the Judgment?

84 Mr Gunawan responded that Ms Lesmana could only insist on the above if OA 979 fails; her entitlements under the Judgment are contractually displaced by the Settlement Agreement; to allow her to claim on the Judgment would unwind what she had agreed to under the Settlement Agreement.

85 That makes it clear that OA 979 is a collateral attack on the previous litigation, particularly the OS 1095 Judgment. Mr Gunawan said allowing Ms Lesmana to claim on the Judgment would unwind what she had agreed to under the Settlement Agreement, but – on a parity of reasoning – allowing Mr Gunawan to enforce the Settlement Agreement in OA 979 would unwind what the court had decided in the previous litigation, in particular the OS 1095 Judgment.

86 I thus find that OA 979 is barred by *res judicata* in the sense that OA 979 is an abuse of process.

87 My analysis above has been based on the material before the registrar. However, the further evidence Ms Lesmana seeks to adduce by SUM 673 is relevant to the question of whether OA 979 is *res judicata*: see [115] and [125] below. I address SUM 673 in the next section: see [100]–[125] below.

Time-bar

Whether OA 979 is time-barred based on the material before the registrar

88 The alleged Settlement Agreement is dated 21 December 2018. OA 979 was filed on 3 September 2025 seeking to enforce the alleged Settlement Agreement, by which time it was some six years, eight months, and thirteen days after the date of the Settlement Agreement. Ms Lesmana says that Mr Gunawan's cause of action would have arisen more than six years prior to him filing OA 979, and so OA 979 is time-barred.

89 Mr Gunawan has a preliminary objection to this: he says that a party who disputes what a claimant alleges, cannot strike out for time-bar; a party

cannot deny an agreement yet contend that a claim for breach of that alleged agreement would be time-barred. Mr Gunawan's argument is incorrect.

90 Ms Lesmana does not have to admit that the alleged Settlement Agreement is authentic and enforceable, before she can apply to strike out OA 979 for being time-barred. It is true that if the court were dealing with an application under Order 9 rule 16(1)(a) of the Rules of Court 2021 (to strike out on the basis that OA 979 disclosed no reasonable cause of action), the court would, for the purpose of the striking-out application, presume the facts asserted by the claimant to be true. That is, however, a different matter from saying that Ms Lesmana cannot apply for striking-out unless she first accepts what Mr Gunawan alleges to be true.

91 In any case, Ms Lesmana's striking-out application was not brought under Order 9 rule 16(1)(a), but under rule 16(1)(b) – that OA 979 was an abuse of process of the Court, and rule 16(1)(c) – that it is in the interests of justice to strike out OA 979. In considering abuse of process and the interests of justice, the court is not obliged to presume that what Mr Gunawan alleges is true, nor is Ms Lesmana obliged to accept that what he alleges is true. A claim which is clearly time-barred is susceptible of being struck out as an abuse of process. Moreover, it would be in the interests of justice to do so.

92 If Ms Lesmana were obliged to perform the alleged Settlement Agreement by 2 September 2019 (eight months and twelve days after the date of the Settlement Agreement), Mr Gunawan's cause of action against her on the alleged Settlement Agreement would have accrued by then, and the six-year limitation period for actions founded on a contract under s 6 of the Limitation Ac t 1959 would have expired when Mr Gunawan filed OA 979.

93 The question then is: was Ms Lesmana obliged to perform the alleged Settlement Agreement within eight months and twelve days after signing it?

94 The registrar reasoned (at [43]–[44] of his grounds) that as the Settlement Agreement did not state a time for performance, absent further facts there was no time by which Ms Lesmana had to perform the Settlement Agreement. This would mean that Ms Lesmana could indefinitely not perform the Settlement Agreement, yet not be in breach.

95 The registrar held that on the evidence before him, the clearest indication of breach of the alleged Settlement Agreement by Ms Lesmana is when she commenced OS 1095 on 28 October 2021 seeking a sale of the Seaview Property; but if the limitation period were reckoned from 28 October 2021, OA 979 would not be time-barred.

96 Mr Gunawan suggests another date: 26 November 2021 when Ms Lesmana filed an affidavit denying the alleged Settlement Agreement and saying she saw it for the first time in 2021 (which Ms Gunawan says was a repudiation of the Settlement Agreement): see [50(c)] above. Based on that date, OA 979 would likewise not be time-barred.

97 However, the registrar's starting premise is wrong: where a contract does not specify a time for performance, it does not follow that there is no time for performance and so indefinite non-performance is acceptable. Instead, where a contract is silent as to the time for performance, the law implies an obligation to perform within a reasonable time.

98 See, *eg*, *Min Hawk Pte Ltd v SCB Building Construction Pte Ltd* [2020] SGHC 13 at [56]:

> Where a contract does not specify the time for performance by a party that has undertaken to carry out such performance, an obligation to perform within a reasonable time is implied by law: *Max Master Holdings Ltd v Taufik Surya Dharma* [2016] SGHC 147 at [98]; *Naughty G Pte Ltd v Fortune Marketing Pte Ltd* [2018] 5 SLR 1208 at [148].

99 Here, Ms Lesmana had allegedly agreed to retract her name from the ownership of the Seaview Property, but she never did. The question is whether she ought to have done so within eight months and twelve days of the Settlement Agreement – if so, OA 979 would be time-barred. In the present case, I consider that for Ms Lesmana to have performed that obligation within a reasonable time, she ought to have done so in eight months and twelve days (which was very ample time). On that basis, OA 979 would be time-barred. An action that is clearly time-barred may be struck out as an abuse of process: see Singapore Civil Procedure 2020 Vol 1, para 18/19/10, commentary on "Limitation"; moreover, it would be in the interests of justice to do so.

SUM 673

Whether to allow further evidence

100 Ms Lesmana seeks to provide fuller context to the time-bar inquiry by adducing further evidence of earlier court proceedings, *ie*, proceedings prior to her commencing OS 1095 in 2022. To that end, she applied by SUM 673 to adduce further evidence, which Mr Gunawan resisted.

101 Under Order 18 rule 8(6) of the Rules of Court 2021:

> Subject to any written law, the appellate Court has power to receive further evidence, either by oral examination in court, by affidavit, by deposition taken before an examiner, or in any other manner as the appellate Court may allow, but no such further evidence (other than evidence relating to matters occurring after the date of the decision appealed against) may be given except on special grounds.

102 The requirement of "special grounds" has been regarded as a reference to the three requirements in *Ladd v Marshall* [1954] 1 WLR 1489 – see *Anan Group (Singapore) Pte Ltd v VTB Bank (Public Joint Stock Co)* [2019] 2 SLR 341 ("*Anan Group*") at [21]. The three requirements are:

> … first, it must be shown that the evidence could not have been obtained with reasonable diligence for use at the trial or hearing; secondly, the evidence must be such that, if given, it would probably have an important influence on the result of the case, though it need not be decisive; thirdly, the evidence must be such as is presumably to be believed, or in other words, it must be apparently credible, though it need not be incontrovertible (see, eg, Toh Eng Lan v Foong Fook Yue [1998] 3 SLR(R) 833 at [34]; ARW v Comptroller of Income Tax [2019] 1 SLR 499 ("ARW") at [99]). These three requirements have been referred to respectively as the criteria of non-availability, relevance and credibility.

103 The Court of Appeal, however, also recognised in *Anan Group* that cases lie on a spectrum: at one end, there are appeals against a judgment after a trial or a hearing having the full characteristics of a trial (where *Ladd v Marshall* should be generally applied in its full rigour), but at the other end, there are cases where the hearing was not upon the merits at all, such as in the case of interlocutory appeals (then *Ladd v Marshall* serves as a guideline which the court is entitled but not obliged to refer to in the exercise of its unfettered discretion; there are also cases falling in the middle of the spectrum (where it is for the court to determine the extent to which the criterion of non-availability should be applied strictly): at [35].

104 The Court of Appeal also recognised at [37] that:

> Even after the nature of the proceedings below have been considered, the fulfilment of the *Ladd v Marshall* conditions does not bind the court's hands in admitting fresh evidence, and conversely the court is not prevented from admitting fresh evidence even in the absence of strict compliance with these conditions. Rather, the court retains its overarching discretion to act as the interests of justice require, which includes the

> discretion to admit new evidence despite the applicant's failure to satisfy the conditions of *Ladd v Marshall*…

105 The Court of Appeal then stated (at [38]): The broad overarching principle … that fresh evidence can be admitted, notwithstanding the non-compliance of the *Ladd v Marshall* conditions, in exceptional cases where it would affront common sense or a sense of justice to refuse leave to adduce fresh evidence".

106 Here, the further evidence Ms Lesmana seeks to adduce consists of court documents in various court proceedings involving her and Mr Gunawan. There is no question that those documents are credible and authentic: they are documents filed in court, which are a matter of record; Ms Lesmana moreover sought to rely on them for the positions taken by in the court proceedings, rather than for the truth of what the parties had said in those documents. The documents are relevant in that they are court documents in earlier proceedings between Mr Gunawan and Ms Lesmana concerning the same Seaview Property.

107 The fight over admitting them as further evidence related to the first criterion: non-availability. Ms Lesmana admits that they were available to her at the time of the first instance hearing, and Mr Gunawan says that this is fatal to them being adduced as further evidence.

108 I allow Ms Lesmana to adduce the further evidence she has sought by SUM 673.

109 First, Ms Lesmana's striking-out application was an interlocutory application (to strike out OA 979), the hearing of which did not have the full characteristics of a trial, and there was no consideration of the merits of OA 979 but only whether it was barred by *res judicata* or time-barred.

110 Second, the documents Ms Lesmana wished to adduce into evidence were from five earlier court proceedings: FC/OSF 101/2017 ("OSF 101"), HCF/RAS 10/2017 ("RAS 10"), FC/OSF 124/2017 ("OSF 124"), CA/CA 169/2019 ("CA 169"), HC/OS 1207/2019 ("OS 1207"); but there were various references to those court proceedings in OS 1095, OA 713, CA 115 and CA 116. For instance:

(a) in the judge's oral grounds, he referred to OS 1207;

(b) in the Appellate Division's grounds, there is reference to OSF 101, RAS 10, OSF 124, CA 169, OS 1207 (all the five proceedings that Ms Lesmana wishes to refer to court documents from);

(c) Mr Gunawan's affidavit of 9 September 2025 filed in OA 979 itself refers to Ms Lesmana's affidavit of 26 November 2021 in OSF 124 (at page 90 of Mr Gunawan's affidavit), which he described as a repudiation of the alleged Settlement Agreement; Ms Lesmana referred to the same OSF 124 affidavit (and exhibited extracts from it) in her 11 November 2022 affidavit in OS 1095.

111 It would be artificial to say that, in considering whether OA 979 is barred by *res judicata*, or is time-barred, the court can only look at OS 1095, OA 713, AD 115, and AD 116, and whatever may have been said in those proceedings about earlier litigation between the parties. Moreover, if OA 979 did not end with a striking-out but proceeded to trial, Ms Lesmana would then be free to refer to all of the further evidence she now seeks to adduce for this registrar's appeal, and she could *then* seek to defeat OA 979 (with the benefit of the further evidence) on the basis that is barred by *res judicata*, or time-barred. It would be preferable for the further evidence to be before the court now, for if OA 979

were struck out, that would obviate the need for a trial, with attendant savings in time and costs.

112 Furthermore, in OA 979 Mr Gunawan seeks to enforce the alleged Settlement Agreement, which (among other things) by Article 1(6) obliges Ms Lesmana to "withdraw all legal actions carried out in Singapore". It would provide context to that, for the court to know what "legal actions" were then pending, which Ms Lesmana had agreed to withdraw.

113 The following fuller picture emerges from the further evidence:

(a) In October 2016, Ms Lesmana filed OSF 101 seeking leave to file an application for final relief consequent on a foreign divorce, in particular leave to apply for a division of the Seaview Property as a matrimonial asset. OSF 101 was dismissed at first instance, but Ms Lesmana appealed and was granted leave in RAS 10. Mr Gunawan appeal against that by way of CA 169, where the Court of Appeal upheld the decision in RAS 10 granting Ms Lesmana leave to apply for relief.

(b) Following RAS 10, Ms Lesmana filed OSF 124 to seek an order for the sale of the Seaview Property and a just and equitable division of the sale proceeds.

(c) Mr Gunawan's mother commenced OS 1207, claiming that she was the rightful owner of the Seaview Property, but OS 1207 was dismissed.

114 Ms Lesmana says that CA 169 is of particular relevance, for it was commenced on 19 September 2018, and was pending when the alleged Settlement Agreement dated 21 December 2018 was entered into.

Effect of the further evidence on res judicata

115 Ms Lesmana says that, on the issue of *res judicata*, Mr Gunawan should have sought to enforce the alleged Settlement Agreement to end CA 169 in his favour.

116 The further evidence reinforces my conclusion that OA 979 is barred by *res judicata*.

117 In CA 169, the Court of Appeal upheld the High Court's decision granting Ms Lesmana leave to apply for final relief consequent on a foreign divorce, in particular leave to apply for a division of the Seaview Property as a matrimonial asset. However, Mr Gunawan now says in OA 979 that months before the decision in CA 169, Ms Lesmana had (by the alleged Settlement Agreement) agreed to relinquish any claim to the Seaview Property, to withdraw legal actions (including OSF 124), and not to commence further actions. If that were so, it would go against the leave granted to Ms Lesmana, which the Court of Appeal upheld.

118 Even if this did not amount to cause of action estoppel or issue estoppel, it would at least make OA 979 an abuse of process: Mr Gunawan ought reasonably to have raised the alleged Settlement Agreement in CA 169 – it would have been relevant to how the Court of Appeal might have dealt with CA 169. In the event, the Court of Appeal was not told about the alleged Settlement Agreement, and so it dealt with CA 169 on its merits, and upheld the decision in RAS 10 giving Ms Lesmana leave to apply for financial relief. The Court of Appeal even offered the following observation in its grounds of decision, [2019] SGCA 54 at [63]:

> Finally, we point out that the Wife, as joint tenant of the Seaview Property, may be entitled to apply for a sale and partition of the

> property and seek half of the sale proceeds. The Wife does not appear to have considered this option. We leave it to her to decide whether this would be a less costly way for her to obtain a share of the Seaview Property.

119 Ms Lesmana did just that by commencing OS 1095 and proceeding with it to judgment, instead of pursuing OSF 124 further.

Effect of the further evidence on time-bar

120 Ms Lesmana says that in relation to time-bar, her continued resistance to CA 169 – until it was decided in her favour – would have been a breach of the alleged Settlement Agreement, and so Mr Gunawan's cause of action for enforcement of the Settlement Agreement would have arisen more than six years prior to him filing OA 979.

121 The further evidence reinforces my conclusion that OA 979 was time-barred.

122 Ms Lesmana filed skeletal arguments for CA 169 on 10 June 2019,[4] and appeared by counsel at the hearing on 9 July 2019 to resist CA 169.[5] Just as the registrar considered that Ms Lesmana's filing of OS 1095 in 2022 would be a breach of the alleged Settlement Agreement, and Mr Gunawan said that Ms Lesmana's denial of the Settlement Agreement in 2021 was a repudiation of it, Ms Lesmana's filing of skeletal arguments, and resisting CA 169 through counsel would likewise have been breaches of the alleged Settlement Agreement.

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4 Ms Lesmana's 9 March 2026 affidavit, page 27.

5 Ms Lesmana's 9 March 2026 affidavit, page 53.

123 Notably, not only did the alleged Settlement Agreement oblige Ms Lesmana to retract her name from ownership of the Seaview Property, but it also obliged her to "withdraw all legal actions carried out in Singapore and … not proceed further any suits in the future". Not only was CA 169 pending at the time of the alleged Settlement Agreement dated 21 December 2018, so too was OSF 124, which Ms Lesmana filed on 26 December 2017. Ms Lesmana only withdrew OSF 124 on 6 April 2022, after she had filed OS 1095 and decided to proceed via OS 1095 instead.

124 Thus, within the period of eight months and twelve days after the Settlement Agreement, Ms Lesmana:

(a) did not retract her name from ownership of the Seaview Property; and

(b) did not withdraw OSF 124; but instead

(c) filed skeletal arguments in CA 169 on 10 June 2019;

(d) appeared by counsel at the hearing of CA 169 on 9 July 2019 to resist Mr Gunawan's appeal.

125 Neither Mr Gunawan nor Ms Lesmana raised the alleged Settlement Agreement in CA 169, although that development – while CA 169 was pending – was obviously relevant. CA 169 was Mr Gunawan's appeal against an order giving Ms Lesmana leave to apply for final relief consequent on a foreign divorce, in particular leave to apply for a division of the Seaview Property as a matrimonial asset; and pursuant to such leave granted in RAS 10, Ms Lesmana had filed OSF 124 to seek an order for the sale of the Seaview Property and a just and equitable division of the sale proceeds.

126 If Ms Lesmana had – by the alleged Settlement Agreement – agreed to relinquish any claim to the Seaview Property and to "withdraw all legal actions carried out in Singapore and … not proceed further any suits in the future", it was a breach of the alleged Settlement Agreement not to withdraw OSF 124, but instead resist CA 169 (and thus keep alive the leave she had obtained in RAS 10).

127 At a minimum, the Court of Appeal should have been told about the alleged Settlement Agreement so that it could consider whether CA 169 might have been rendered moot by the alleged Settlement Agreement, or, in any event, what to do with CA 169.

128 By not withdrawing OSF 124, but instead resisting CA 169, particularly through skeletal arguments on 10 June 2019 and in appearing by counsel on 9 July 2019, Ms Lesmana would have been in breach of the alleged Settlement Agreement, and Mr Gunawan's cause of action to sue for breach would have arisen – that was more than six years prior to Mr Gunawan filing OA 979, and OA 979 would be time-barred. Put another way, the fact that OSF 124 and CA 169 were pending, with submissions to be filed for CA 169, along with the attendant appeal hearing, informs consideration of when Ms Lesmana ought to have performed the Settlement Agreement. She ought to have done so by 10 June 2019 (instead of filing skeletal arguments), and in any event by 9 July 2019 (instead of resisting CA 169 at the hearing that day). That timeline is relevant both to the alleged obligation for her to relinquish any interest in the Seaview Property (by retracting her name), and the alleged obligation for her to withdraw all legal actions (specifically OSF 124).

Conclusion

129 For the above reasons, I find that OA 979 should be struck out: it was barred by *res judicata* in all three senses – cause of action estoppel, issue estoppel, and abuse of process; moreover, it was time-barred.

130 I allow Ms Lesmana's application to adduce further evidence, but even without that further evidence, I would have concluded that OA 979 should be struck out.

131 Accordingly, I allow Ms Lesmana's appeal in RA 244 and strike out OA 979. I set aside the registrar's order dismissing SUM 2843 and ordering Ms Lesmana to pay Mr Gunawan costs.

132 It follows that the applications still pending in OA 979 are now moot, namely: HC/SUM 2593/2025 ("SUM 2593") – Mr Gunawan's application for expert evidence, and HC/SUM 489/2026 ("SUM 489") – Ms Lesmana's application for expert evidence. No orders need to be made on those applications, save to deal with costs.

133 The parties are to file their costs submissions by 30 May 2026, regarding the costs of OA 979, RA 244, SUM 673, SUM 2843, SUM 2593, and SUM 489, limited to 12 pages (excluding any schedule of disbursements).

Andre Maniam
Judge of the High Court

Applicant in person;
Suang Wijaya, Johannes Hadi, Ng Clare Sophia and Seraphine Loh Tian Hui (Eugene Thuraisingam Asia LLC) for the respondent.