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

[2026] SGHC 155

Originating Claim No 717 of 2025 (Registrar's Appeal No 70 of 2026)

Between

Korea Shipping Corporation

… *Claimant*

And

United Overseas Trade Pte Ltd

… *Defendant*

EX TEMPORE JUDGMENT

[Civil Procedure — Summary judgment]
[Commercial Transactions — Sale of goods — CIF contract — Construction of contract as being CIF contract]
[Commercial Transactions — Sale of goods — CIF contract — Seller's duty to tender shipping documents]
[Commercial Transactions — Sale of goods — CIF contract — Seller's duty to tender shipping documents — Policy of insurance]
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Korea Shipping Corp
v
United Overseas Trade Pte Ltd

[2026] SGHC 155

General Division of the High Court — Originating Claim No 717 of 2025
(Registrar's Appeal No 70 of 2026)
Kristy Tan J
29 April, 8, 24 July 2026

24 July 2026

Kristy Tan J (delivering the judgment of the court *ex tempore*):

Introduction

1 In HC/OC 717/2025 ("OC 717"), the claimant, Korea Shipping Corporation ("Claimant"), brought a claim against the defendant, United Overseas Trade Pte Ltd ("Defendant"), for unpaid amounts due from the Defendant to the Claimant under various agreements for the Claimant to sell and the Defendant to purchase PVC resin ("Contracts").

2 In HC/SUM 3135/2025 ("SUM 3135"), the Claimant applied for summary judgment on its claim. The application was dismissed by a learned Assistant Registrar ("AR") on the basis that the Claimant had failed to establish a *prima facie* case that it was the proper claimant. The AR's reasoning ran on the sole line that: (a) the relevant invoices on which the Claimant based its claim bore the logo "SMKorea Shipping" in their header; (b) the e-mails enclosing the

invoices were sent by personnel whose e-mail signature referred to "SMKorea Shipping Corporation"; and (c) there was no evidence that the Claimant and "SMKorea Shipping Corporation" were the same entity.[1]

3 In HC/RA 70/2026 ("RA 70"), the Claimant appealed against the AR's dismissal of SUM 3135. The Claimant confined its appeal to its claim in relation to 16 Contracts under which the Defendant had allegedly failed to pay an aggregate balance sum of US$4,418,697.[2]

The law on summary judgment

4 To obtain judgment, a claimant must first show that he has a *prima facie* case for summary judgment (*Ritzland Investment Pte Ltd v Grace Management & Consultancy Services Pte Ltd* [2014] 2 SLR 1342 ("*Ritzland*") at [43]). If the claimant fails to show a *prima facie* case, his application should be dismissed (*Ritzland* at [44]). It is only if the claimant shows that he has a *prima facie* case that the tactical burden shifts to the defendant who, in order to obtain permission to defend, must establish that there is a fair or reasonable probability that he has a real or *bona fide* defence (*Ritzland* at [44]–[45]).

5 In relation to the anterior requirement that the claimant must show a *prima facie* case, two principles are of especial relevance in the present case. First, whether the claimant has shown a *prima facie* case for its claim must be assessed with reference to the claimant's *pleadings* as well as affidavit(s) filed in support of its summary judgment application (see *Mak-Levrion Kah Kay*

1 Notes of Evidence of the hearing of HC/SUM 3135/2025 ("SUM 3135") on 17 March 2026 at pp 35:23–37:14.

2 Claimant's Written Submissions dated 20 April 2026 ("CWS") at paras 6–7 and 14.

Natasha v R Shiamala [2024] 4 SLR 616 ("*Mak-Levrion*") at [18] and [19]; *Chun Thong Ping v Soh Kok Hong* [2003] 3 SLR(R) 204 at [14]). Second, a *prima facie* case means a case that is, *inter alia*, supported by the claimant's *own* evidence (*Mak-Levrion* at [18]). As emphasised in *Mak-Levrion*, the claimant's case is to be considered on its own, without considering the defendant's defences (at [16]):

> … Fourth, and more substantively, the label "*prima facie*" is used in this context only because the claimant's case is considered on its own, ***without*** **considering the defendant's defences**. Thus, the claimant's case is "*prima facie*" viable only because his case is considered on its face, **without considering any counterarguments**. … [emphasis in original in italics; emphasis added in bold]

Whether the Claimant has shown a prima facie case

6 I am prepared to accept, in the light of the evidence adduced by the Claimant, that the Claimant has shown a *prima facie* case in the following four respects.

The Claimant has shown a prima facie case that the parties entered into the 16 Contracts

7 First, the Claimant has *prima facie* shown that the Claimant and Defendant entered into the 16 Contracts for the Claimant to sell PVC resin to the Defendant, as evidenced by, and on the shipment and purchase terms set out in, the relevant invoices issued by the Claimant to the Defendant from February to September 2024 ("16 Invoices").[3]

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3 Hwi Chang Lim's 1st affidavit filed on 24 October 2025 on behalf of the Claimant ("1HCL") at para 9; Hwi Chang Lim's 2nd affidavit filed on 21 November 2025 on behalf of the Claimant at para 7(a); Table enclosed with Setia Law LLC's letter to the court dated 20 April 2026 ("Claimant's Summary Table of Evidence").

The Claimant has shown a prima facie case that it is the proper claimant

8 Second, the Claimant has *prima facie* shown that the Claimant, and not "SMKorea Shipping" or "SMKorea Shipping Corporation", was the seller under the Contracts (including the 16 Contracts), and correspondingly, is the proper claimant in OC 717.

9 To begin with, the Claimant was named in the "Seller" field in the 16 Invoices.[4] It was only during the hearing of SUM 3135 that the Defendant's counsel argued, for the first time and belatedly, that the Claimant was not the proper party to the 16 Contracts because of the references to "SMKorea Shipping" and "SMKorea Shipping Corporation" in the contemporaneous documents. The point was never raised in the Defendant's show-cause affidavit or written submissions for SUM 3135. At the first hearing of RA 70 on 29 April 2026, I pointed out that the Claimant would have been unfairly caught by surprise in SUM 3135 by the Defendant's counsel's belated argument. In my view, it was only fair that the Claimant be given a proper opportunity to adduce evidence to address the aforesaid references to "SMKorea Shipping" and "SMKorea Shipping Corporation". I shared my view with the parties' counsel, and the Defendant's counsel agreed that the Claimant should be permitted to file a further affidavit addressing this narrow issue if the Defendant was permitted to file a reply affidavit in turn.[5] Consequently, I gave directions for the further affidavit and reply affidavit to be filed by the Claimant and Defendant respectively.

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4 See, *eg*, 1HCL at p 47.

5 Certified transcript of the hearing of HC/RA 70/2026 on 29 April 2026 ("Transcript 29 Apr 2026") at pp 51:20–52:11.

10 The Claimant filed its further affidavit on 15 May 2026, as directed. The Claimant explained that: (a) "SMKorea Shipping" and "SMKorea Shipping Corporation" were simply the Claimant's logos and did not denote any separate company or legal entity; (b) "SM" referred to the SM Group, which had acquired the Claimant in 2016; and (c) the SM Group had mandated that its affiliated entities use the "SM" mark in their companies.[6] The Defendant failed to file its reply affidavit by the original and extended deadlines. At the second hearing of RA 70 on 8 July 2026, the Defendant's counsel confirmed that the Defendant had no response to the Claimant's further affidavit. As such, the Claimant's explanation in its further affidavit, which I find logical, is uncontroverted. In my view, the Claimant has certainly shown a *prima facie* case that it was the (sole) party contracting with the Defendant and the proper claimant in OC 717. It follows that I disagree with the AR's decision in SUM 3135 (although, as will be seen, this is not the end of the matter in RA 70).

The Claimant has shown a prima case that it shipped or procured the shipment of the goods

11 Third, the Claimant has *prima facie* shown that it shipped or procured the shipment of the type and quantity of goods stated in the 16 Invoices to the Defendant's consignees, as evidenced by the bills of lading documentation adduced by the Claimant.[7]

6 Hwi Chang Lim's 3rd affidavit filed on 15 May 2026 on behalf of the Claimant at paras 5–8.

7 1HCL at para 13; Claimant's Summary Table of Evidence; CWS at paras 13(c) and 14(b)(i)–(ii).

The Claimant has shown a prima facie case of the unpaid balance under the 16 Contracts

12 Fourth, the Claimant has *prima facie* shown that, of the aggregate contract price amount stated in the 16 Invoices, the Defendant has not paid an aggregate balance sum of US$4,418,697 across the 16 Contracts, as evidenced by the remittance documentation adduced by the Claimant.[8]

The Claimant has not shown a prima facie case that the Defendant's payment obligation had arisen

13 *However*, I find that the Claimant has not shown a *prima facie* case that the Defendant's payment obligation in respect of the balance sum had arisen. I explain.

Whether the 16 Contracts were CIF contracts

14 It was the Claimant's position that the 16 Contracts were CIF contracts.[9]

15 A CIF contract is an agreement to sell goods at an inclusive price covering the cost of the goods, insurance and the freight payable for the carriage of the goods to the destination specified in the contract (*Benjamin's Sale of Goods* (M G Bridge gen ed) (Sweet & Maxwell, 12th Ed, 2024) ("*Benjamin's Sale of Goods*") at para 19-001). The duties of a seller in a CIF contract are (a) first, to ship or procure a shipment of goods in accordance with the contract, (b) second, to procure or prepare the proper shipping documents, and (c) third, to tender these documents to the buyer or as the buyer directs; the seller is not under any duty to ensure the actual physical delivery of the goods at the

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8 Claimant's Summary Table of Evidence; CWS at paras 14–16.

9 CWS at para 8(a)(vi).

CIF destination (*Profindo Pte Ltd v Abani Trading Pte Ltd* [2013] 2 SLR 214 at [24]).

16 In the present case, "CIF MUNDRA" was stated in the "Terms of Delivery" field in the 16 Invoices.[10] The Defendant's counsel initially submitted, at the first hearing of RA 70, that the reference to a destination (*viz*, Mundra) meant that the Contracts were "not strictly … CIF contract[s]", but rather, that the Claimant was contractually obliged to deliver the goods to the stated destination.[11]

17 The position in law is that whether a contract obliges the seller to deliver goods (in which case it is not a CIF contract) or only to tender documents (as would be the case under a CIF contract) depends on the construction of the contract as a whole (*Benjamin's Sale of Goods* at para 19-003). While the presence or absence of the expression CIF or its equivalent is not conclusive, neither is the reference to delivery at a destination/discharge port (*Benjamin's Sale of Goods* at para 19-003). To illustrate the latter, in *Tregelles v Sewell* (1862) 158 ER 600, a contact for the sale of goods "delivered at Harburgh, cost, freight and insurance" (at 601) was held to be a CIF contract. Here, I do not think the reference to "Mundra" in the 16 Invoices, without more, suffices to override the clear stipulation that the 16 Contracts were on "CIF" terms. I therefore accept that the Claimant has shown a *prima facie* case that the 16 Contracts were CIF contracts.

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10 See, *eg*, 1HCL at p 47; Claimant's Summary Table of Evidence.

11 Transcript 29 Apr 2026 at pp 62:10–65:13.

18 The fact that the 16 Contracts were CIF contracts has a bearing on the Defendant's payment obligation, as I elaborate.

The seller's duty to tender shipping documents and the buyer's payment obligation under a CIF contract

19 To recapitulate, the seller in a CIF contract has an obligation to tender proper shipping documents to the buyer. Indeed, a true CIF contract does not give the seller the option of tendering documents *or* goods; the seller "*must* tender documents and cannot perform by instead tendering goods alone, even though they may be in conformity with the contract" [emphasis in original] (*Benjamin's Sale of Goods* at para 19-004). In general, the shipping documents which the seller is bound to tender are (a) a bill of lading, (b) a policy of insurance and (c) an invoice; tender of these documents are a condition of obtaining payment (*Benjamin's Sale of Goods* at para 19-038).

20 The importance and *raison d'être* of the seller's obligation to tender shipping documents is pithily explained in *Benjamin's Sale of Goods* at para 19-001:

> **Importance of tender of documents** … The essential feature of [a c.i.f.] contract is that a seller, having shipped, or bought afloat, goods in accordance with the contract, *can (and must) fulfil his part of the bargain by tendering to the buyer the proper shipping documents*: if he does this, he is not in breach even though the goods have been lost before such tender. In the event of such loss the buyer must nevertheless pay the price on tender of the documents, and *his remedies, if any, will be against the carrier or against the underwriter*, but not against the seller on the contract of sale. [emphasis added; references omitted]

21 In short, the buyer in a CIF contract is obliged to pay the purchase price on tender of the shipping documents, regardless of whether he receives the

goods. In the event of loss of the goods, the documents enable the buyer to pursue remedies against the carrier or underwriter. It is thus incumbent on the seller to tender the documents to begin with.

22 Turning to the shipping documents to be tendered by the seller, while the requirements for the individual documents may be contractually varied (for example, by substituting a delivery order for a bill of lading, or a certificate for a policy of insurance), any variation would be interpreted against the background of the usual obligations resting on a seller in a CIF contract under the general law. In a similar vein, any customary variation of the requirements must not be fundamentally inconsistent with the character of the documents which must in law have been tendered. See *Benjamin's Sale of Goods* at paras 19-038, 19-039 and 19-040:

> **In general** The shipping documents are those documents which a seller is required to tender *as a condition of obtaining payment*. In the absence of any contrary provision in the contract, or of a relevant trade usage or custom, *a c.i.f. seller is bound to tender three such documents: a bill of lading, a policy of insurance and an invoice.*
>
> Contractual variations of these requirements are in fact quite common. The contract may, for example, substitute a delivery order for a bill of lading, or a certificate for a policy of insurance… *Such contractual variations are, however, interpreted against the background of the obligations prima facie resting on a c.i.f. seller under the general law*. Thus, *where a c.i.f. contract provided for payment "against documents or delivery order"* it was held that this entitled the seller only to substitute a delivery order for a bill of lading; and that it therefore *did not relieve him from his obligation to tender a policy of insurance. …*
>
> …
>
> Customary variations are also common, particularly in relation to the characteristics of the individual shipping documents. The seller must, and need only, tender such documents as are "usual and customary". This is subject to the qualification that *such documents must not be "fundamentally*

> *inconsistent" with "the character of the documents which must in point of law have been tendered"*. …
>
> [emphasis added; references omitted]

23 Of especial relevance in the present case is the requirement for a policy of insurance (see [25] *et seq* below). The policy of insurance "must cover the contract goods and no others; and it must provide continuous cover from shipment to the c.i.f. destination specified in the contract" [references omitted] (*Benjamin's Sale of Goods* at para 19-072). The rationale for the requirement that the seller must tender a policy of insurance can be understood having regard to the "double interest" which the buyer has in the insurance: first, the cost of the policy is a component of the price and the buyer thus has an interest to know that, and the cost at which, proper insurance was effected; and second, the policy would cover the risk from the time the goods are shipped until they reach the buyer (*The Julia* [1949] AC 293 at 320). While tender of the policy of insurance serves to allow the buyer to secure the insurance moneys in the event of loss of the goods covered by the policy (*Manbre Saccharine Company, Limited v Corn Products Company, Limited* [1919] 1 KB 198 at 204), the seller must tender the policy even where the goods have arrived unharmed, as explained in *Benjamin's Sale of Goods* at para 19-072:

> … *The seller must tender the policy whether the buyer needs it or not*: in other words, *he must tender it even though the goods have actually arrived unharmed*. The reason for this rule is that the buyer will often be obliged to pay, or that he may want to resell the goods, while they are still afloat and before they can be examined. [emphasis added; references omitted]

24 As alluded to at [20]–[21] above, the buyer's duty to pay *prima facie* arises on tender of the shipping documents in the case of a CIF contract, although the parties may vary this rule (*Benjamin's Sale of Goods* at para 19-113). The buyer is bound to pay against documents only if they are in

accordance with the requirements of the contract (*Benjamin's Sale of Goods* at para 19-119). As stated by Roskill LJ (as he then was) in *The Albazero* [1977] AC 774 (at 810B):

> … the buyer does not have to pay until the documents reach his usual place of business (in the absence of any provision to the contrary). Otherwise unless and until he receives the documents and can inspect them, the buyer will not know whether the documents comply with the contract or whether he is entitled to reject the documents for non-compliance with its terms.

Questions arising in the present case in connection with the policy of insurance

25 In the present case, the Claimant pleaded, in a bare fashion, that the Defendant only made partial payment for the goods, and "in breach of the payment obligations set out in the Contracts", failed to make payment of the balance sum "in accordance with the payment terms set out in the Contracts and/or in any event, by the time the goods shipped or documents controlling their disposition were placed at the Defendant's disposal".[12] This pleading was denied by the Defendant in its Defence.[13]

26 The starting point is thus to consider the payment term set out in the 16 Invoices. The payment term in the 16 Invoices stated: "10% IN ADVANCE AND 90% *AGAINST COPY OF DOCS*"[14] [emphasis added]. It is undisputed that the 10% component of the contract price amount was paid.[15] The parties'

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12 Statement of Claim dated 4 September 2025 at para 8.

13 Defence dated 26 September 2025 at para 8.

14 See, *eg*, 1HCL at p 47.

15 CWS at paras 14(a)–14(b)(v).

dispute is over whether the remaining 90% of the contract price ("90% payment") has been paid in full.

27 In this regard, the Claimant did not plead what the term "90% AGAINST COPY OF DOCS" meant. In its evidence, the Claimant simply averred that the Defendant had to make payment of the remaining 90% of the invoiced amount by telegraphic transfer "to receive the relevant shipping documents".[16] There was no explanation of the "DOCS" against which the 90% payment was to be made.

28 I am cognisant that the Claimant also appeared to plead in the alternative that the Defendant was to make payment of the balance sum "in any event, by the time the goods shipped or documents controlling their disposition were placed at the Defendant's disposal" (see [25] above). However, the Claimant never explained the basis for this assertion in its Statement of Claim ("SOC") or its affidavit filed in support of SUM 3135 ("supporting affidavit"). Indeed, the assertion sat oddly with the Claimant's insistence that because the Contracts were CIF Contracts, its obligation as the seller was to tender shipping documents to the Defendant, with payment to be made against the tender of documents and not against the discharge/delivery of the goods.[17] I am also cognisant that the Claimant averred in its supporting affidavit that "[t]he [bills of lading] were subsequently surrendered or released, which had the effect of authorising the carrier to release the cargo to the consignees".[18] However, I do not think that this averment and/or the Claimant's alternative pleading can be

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16 1HCL at para 11(c).

17 CWS at para 13(c); Transcript 29 Apr 2026 at p 85:7–9.

18 1HCL at para 14.

stretched to mean that the parties had agreed that only bills of lading (and no other shipping documents) had to be tendered for payment.

29 As canvassed in the above discussion on the law, in the absence of any contrary indication, the legal position is that the shipping documents to be tendered by the seller (before the buyer's payment obligation arises) includes the policy of insurance. However, the Claimant neither pleaded nor adduced evidence that it had procured and tendered to the Defendant the relevant policies of insurance. This is not a technical point given the importance of tender of the policy of insurance, as emphasised in the legal authorities.

30 The foregoing considerations and concerns arose on the court's own motion and not from the Defendant's initial arguments in RA 70 or arguments in SUM 3135. However, I did not think this was reason to ignore apparent deficiencies in the Claimant's attempt to show a *prima facie* case. After all:

(a) It is trite law that the nature of an appeal from a registrar of the High Court to a judge in chambers is by way of rehearing of the application and the judge treats the matter *de novo*, as though it came before him for the first time (*ACES System Development Pte Ltd v Yenty Lily* [2013] 4 SLR 1317 at [12]; O 18 r 25(4) of the Rules of Court 2021 ("ROC 2021")).

(b) Under O 18 r 8(4) of the ROC 2021, the appellate court may make any order relating to any part of the decision of the lower court and for any reason although that part is not the subject of any appeal and that reason is not stated by anyone in the appeal.

(c) In a summary judgment application, the claimant bears the burden of showing a *prima facie* case for his claim to begin with. Where the claim is for payment pursuant to contractual terms, it is only logical that the claimant must show a *prima facie* case that the terms giving rise to the defendant's payment obligation have been satisfied.

31 Tying the above principles together, I thought it appropriate, and indeed, necessary, for questions concerning the payment term and the policy of insurance to be ventilated. At the second hearing of RA 70, I highlighted the issue and invited the parties to tender further written submissions on the payment term in the 16 Contracts; what constituted the shipping documents to be tendered by the seller in a CIF contract; whether there was evidence before the court that the policy of insurance did not have to be tendered by the Claimant under the payment term; and whether there was evidence before the court that the Claimant had tendered to the Defendant policies of insurance or copies thereof.[19] The parties thus had the opportunity to be heard on these matters, including at today's hearing of RA 70.

The parties' further submissions

32 The Claimant's further submissions were, in summary, as follows:

(a) The conventional documentary package under a CIF contract comprised the bills of lading, "insurance documentation" and a commercial invoice.[20] However, the contracting parties could agree to

19 Letter from the court to the parties dated 8 July 2026.

20 Claimant's Further Written Submissions dated 22 July 2026 ("CFWS") at para 8.

modify the seller's documentary/presentation obligations.[21] A party who accepted documents as satisfying a particular contractual documentary requirement could not thereafter contend that those documents were non-compliant.[22]

(b) There was no evidence before the court that the Claimant had furnished policies of insurance or copies thereof to the Defendant.[23] However, for the reasons at [(c)] below, the Claimant was "not contractually required to tender such documentation".[24] Further or alternatively, the Defendant had "waived any right to insist upon such tender" and/or was "estopped by conduct from relying on any alleged non-compliance with [the Claimant's] documentary obligations".[25]

(c) The affidavit evidence did not clearly delineate the scope of the "DOCS" referred to in the payment term.[26] However, this issue did not arise for determination or require determination at trial.[27] This was because the Defendant's counsel had previously stated that "the documents here is the BL [*ie*, bills of lading]" when referring to the payment term.[28] Further, the Defendant had earlier argued in the appeal that (i) the Claimant would not have released "the relevant shipping

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21 CFWS at paras 8–9.

22 CFWS at para 10.

23 CFWS at para 11.

24 CFWS at para 11.

25 CFWS at paras 11 and 13.

26 CFWS at para 1.

27 CFWS at paras 1–7.

28 CFWS at para 2.

documents" if the Defendant had not made full payment, (ii) the bills of lading were repeatedly released to the Defendant, and (iii) the release of the bills of lading "implie[d]" that the Defendant had "made full payment".[29] This argument showed that the Defendant considered "the relevant shipping documents" to be the bills of lading only.[30] This argument also showed that the Defendant "accept[ed] that the contractual trigger for payment under [the Contracts] had been engaged".[31] The "parties' consistent course of dealing" where the Defendant "repeatedly made part payment" "against the [bills of lading] and never on the basis of any insurance documentation" "reinforced" that the "DOCS" in the payment term referred solely to bills of lading.[32]

(d) The word "AGAINST" in the payment term meant that payment must first be made *before* the Defendant could receive the relevant shipping documents.[33]

33 The Defendant's further submissions were, in summary, as follows:

(a) The Claimant had adduced no evidence of what the "DOCS" in the payment term comprised.[34] The shipping documents to be tendered by the seller in a CIF contract included "the Insurance documents for the

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29 CFWS at para 4.

30 CFWS at para 5.

31 CFWS at para 6.

32 CFWS at para 12.

33 CFWS at paras 14–15.

34 Defendant's Further Written Submissions dated 22 July 2026 ("DFWS") at para 3.

goods (i.e. Insurance policies/insurance cover notes)".[35] There was no evidence before the court that the policy of insurance did not have to be tendered by the Claimant under the 16 Contracts.[36]

(b) The word "AGAINST" in the payment term clearly indicated that the Defendant's obligation to make the 90% payment only arose *upon* the Claimant's tender of "COPY OF DOCS", which included the documents in respect of insurance.[37]

(c) There was no evidence before the court that the Claimant had tendered to the Defendant policies of insurance or copies thereof.[38] The Claimant was in breach of the 16 Contracts for failing or neglecting to tender the insurance documents for the goods.[39]

(d) In response to the Claimant's further written submissions, the Defendant's counsel also contended at today's hearing of RA 70 that the Claimant had misinterpreted, or cited out of context, previous statements made by him and submissions made by the Defendant. He added that there was no affidavit evidence bearing out the alleged waiver or estoppel.

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35 DFWS at paras 4–5.

36 DFWS at para 7.

37 DFWS at para 9.

38 DFWS at para 8.

39 DFWS at para 6.

Whether the Defendant's payment obligation had arisen

34 In my judgment, the Claimant has not shown a *prima facie* case that the Defendant's obligation to make the 90% payment had arisen.

35 The case now put forward in the Claimant's further submissions on the interpretation and meaning of the payment term, waiver and estoppel was not pleaded in its SOC or advanced in its supporting affidavit. Indeed, the Claimant seeks to rely on *arguments made by the Defendant in the course of the summary judgment proceedings* to establish the Claimant's new case. This approach is impermissible in a summary judgment application on two counts: (a) the Claimant cannot shift the goalposts of its pleaded claim after filing its summary judgment application; and (b) the Claimant's *prima facie* case must be made out on its own evidence (see [5] above).

36 Holding the Claimant to its pleaded case and supporting affidavit:

(a) The Defendant's obligation to make the 90% payment was *prima facie* governed by the payment term in the 16 Contracts. In my view, no other basis for payment was properly or meaningfully pleaded (see [25], [26] and [28] above).

(b) In respect of the payment term in the 16 Contracts, it was not pleaded or shown that the shipping documents to be tendered by the Claimant as the seller excluded the policy of insurance (see [27] and [28] above). The "DOCS" to be tendered by the Claimant under the payment term thus *prima facie* included the policy of insurance.

(c) The payment term referred to the 90% payment being made "AGAINST" and not "before" the tender of documents, which *prima* *facie* indicates that the Defendant was obliged to make the 90% payment only upon/after, and not before, the tender of the shipping documents. Such an interpretation would also better cohere with the position in law that the buyer's duty to pay *prima facie* arises on tender of the shipping documents in the case of a CIF contract (see [24] above). Indeed, the Claimant's counsel had at one juncture stated, after referring to the payment term, that the Defendant's payment obligation arose "the moment" the documents were tendered.[40] The Defendant's submissions on the timing for payment have been equivocal,[41] and in any event, the onus is on the Claimant to show a *prima facie* case supported by its own evidence.

(d) Taking [(b)]–[(c)] together, under the payment term in the 16 Contracts, the Defendant's obligation to make the 90% payment *prima facie* arose only after the Claimant's tender of the shipping documents, including the policies of insurance, to the Defendant.

(e) The Claimant did not plead or adduce evidence to show (nor does it appear that the Claimant intends to contend in its new case) that policies of insurance were tendered to the Defendant.

(f) Accordingly, the Claimant has failed to show a *prima facie* case that the Defendant's obligation to make the 90% payment had arisen under the payment term in the 16 Contracts.

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40 Transcript 29 Apr 2026 at p 85:11–14.

41 Defendant's Written Submissions dated 20 April 2026 at para 11(e), *cf*, DFWS at para 9.

37 I thus conclude that the Claimant has not shown a *prima facie* case for summary judgment.

38 It is not appropriate or necessary for me to comment at this juncture on the merits of the case advanced in the Claimant's further submissions.

Whether the Defendant has shown a fair or reasonable probability of a real or bona fide defence

39 As the Claimant has not succeeded in showing a *prima facie* case, the assessment of whether the Defendant has raised a *bona fide* defence does not arise (see *Mak-Levrion* at [15]).

Conclusion

40 RA 70 is therefore dismissed. I will hear the parties on costs.

- Sgd -
Kristy Tan J
Judge of the High Court

Jason Teo, Mazie Tan and Dawn Wee (Setia Law LLC) for the claimant in OC 717 / appellant in RA 70;
Sarbrinder Singh and Tay Yu E (Sanders Law LLC) for the defendant in OC 717 / respondent in RA 70.