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

[2026] SGHC 180

Originating Application No 480 of 2025 (Registrar's Appeal No 113 of 2026)

Between

Venetian Macau Limited

… *Claimant*

And

Hu Yangning

… *Respondent*

JUDGMENT

[Betting, Gaming and Lotteries — Transactions abroad]
[Conflict of Laws — Foreign judgments — Recognition pursuant to the Reciprocal Enforcement of Foreign Judgments Act 1959 (2020 Rev Ed)]
[Conflict of Laws — Foreign judgments — Defences]
[Conflict of Laws — Jurisdiction]
[Civil Procedure — Foreign judgments]
[Statutory Interpretation — Construction of statute]

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Venetian Macau Ltd
v
Hu Yangning

[2026] SGHC 180

General Division of the High Court — Originating Application No 480 of 2025 (Registrar's Appeal No 113 of 2026)
Philip Jeyaretnam J
10 July 2026

4 September 2026 Judgment reserved.

Philip Jeyaretnam J:

Introduction

1 This is the appeal of Hu Yangning ("Ms Hu") against parts of the decision of the learned Assistant Registrar ("AR") in HC/SUM 2619/2025 ("SUM 2619"). The AR had, among other things, dismissed Ms Hu's application to set aside an Order of Court dated 19 May 2025 ("Registration Order") for the registration of a judgment dated 19 March 2025 of the Court of First Instance of the High Court of the Hong Kong Special Administrative Region ("Hong Kong Judgment"). Venetian Macau Limited ("VML") had obtained the Hong Kong Judgment against Ms Hu, before commencing the present originating application, HC/OA 480/2025 ("OA 480"), to seek registration of the Hong Kong Judgment in Singapore.

2 This appeal raises squarely the interplay between two Court of Appeal decisions concerning the enforcement within Singapore of gambling-related debts incurred abroad. One such decision concerned enforcement under a now-repealed statute applicable to judgments from Commonwealth countries while the other concerned enforcement at common law of foreign judgments. This appeal concerns a yet different enforcement regime, namely registration and enforcement under the Reciprocal Enforcement of Foreign Judgments Act 1959 (2020 Rev Ed) ("REFJA"). However, common in a broad sense to all these enforcement regimes is the issue of Singapore's public policy concerning gambling and the enforcement of gambling debts in our local courts. I address this issue as the first of the issues raised on appeal. There is a second important legal issue concerning whether actual notice of the relevant foreign proceedings is required, or whether "effective notice" (in the formulation of the AR) suffices to preclude setting aside of registered judgments under the REFJA. Before going into these questions, I outline the facts and set out the issues more fully.

Facts

The parties

3 VML is a company incorporated in the Macau Special Administrative Region of the People's Republic of China ("Macau") which, *inter alia*, owns and operates the Venetian Macau Casino ("VM Casino") in Macau.[1]

4 Ms Hu is a businesswoman who patronised the Marina Bay Sands Casino Singapore ("MBS") regularly with "VIP status", until sometime in 2011 when she was recommended by her client manager at MBS ("Zhang") to start

[1] 1st Affidavit of Fatima Dermawan sworn on 8 May 2025 ("FD1") at para 6; 1st Affidavit of Hu Yangning affirmed on 11 September 2025 ("HYN1") at para 5.

playing at the VM Casino to "improve [her] luck".[2] She patronised the VM Casino from 2011 to 2024.[3]

Background to the dispute

5 Sometime in 2011, while at the VM Casino, Ms Hu signed a credit application form under which a credit limit of HK$15,000,000 was requested from VML.[4]

6 In 2023, Ms Hu signed various documents at the VM Casino,[5] including a credit application agreement under which a credit limit of up to HK$15,000,000 was requested ("Credit Application Agreement"),[6] a promissory note ("Promissory Note")[7] and a letter of authorisation ("Letter of Authorisation"),[8] all of which were dated 29 November 2023.

7 VML's Hong Kong solicitors issued a letter of demand on 29 October 2024. The letter was mailed *via* courier to a property in Singapore at 1 Shenton Way, #47-02, Singapore 068803.[9] This property, which I will refer to as the "Singapore Property", is owned by Ms Hu.[10] In this letter,[11] VML

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2 HYN1 at paras 6–8.

3 HYN1 at paras 8 and 43–44; FD1 at para 7.

4 HYN1 at paras 10–15; 1st Affidavit of Cheung Weng Keong affirmed on 30 September 2025 ("CWK1") at paras 5–6.

5 HYN1 at paras 19–34; CWK1 at paras 10–12; FD1 at paras 10–12.

6 Respondent's Bundle of Documents ("RBOD") at p 556.

7 RBOD at p 557.

8 RBOD at pp 558–559.

9 HYN1 at para 45.

10 RBOD at p 464.

11 RBOD at p 341.

sought to recover HK$19,351,933 that was payable by Ms Hu under the Promissory Note.[12] Ms Hu did not respond to this letter of demand.[13]

8 On 8 November 2024, VML commenced proceedings in Hong Kong against Ms Hu, seeking the sum of HK$19,351,933.[14] On 18 November 2024, VML obtained leave to serve a copy of the relevant Hong Kong court papers at the Singapore Property,[15] and on 27 November 2024, VML's Hong Kong solicitors arranged for the Hong Kong court papers to be served on Ms Hu at the Singapore Property.[16] However, the process server was informed by a man at the premises that no one by the name of Ms Hu resided at the Singapore Property.[17]

9 The Hong Kong court papers were served by mail at the Singapore Property on 12 December 2024.[18] VML obtained the Hong Kong Judgment against Ms Hu on 19 March 2025,[19] and pursuant to this default judgment, Ms Hu was liable to pay the sum of HK$19,351,933, interest payable at 18% per annum from 29 October 2024 until full payment, and costs of HK$11,045.[20]

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12 1st Affidavit of Law Wing Chung Vincent affirmed on 26 Sep 2025 ("LWCV1") at para 5; AR's Grounds of Decision dated 28 April 2026 ("GD") at [3].

13 LWCV1 at para 6.

14 GD at [3]; LWCV1 at para 7.

15 GD at [6]; LWCV1 at para 7; RBOD at pp 438–439.

16 LWCV1 at para 10.

17 LWCV1 at para 10; FD1 at para 13; GD at [6].

18 LWCV1 at para 11; GD at [7].

19 FD1 at para 15; GD at [7].

20 RBOD at pp 37–38.

10 On 29 April 2025, VML's Singapore lawyers (Drew & Napier LLC) issued a letter of demand to Ms Hu, giving her seven calendar days to pay the total judgment sum.[21]

11 On 9 May 2025, VML filed OA 480, seeking registration of the Hong Kong Judgment pursuant to the REFJA.[22] On 19 May 2025, VML obtained the Registration Order.[23] The Registration Order was served by mail at the Singapore Property on 28 May 2025.[24] The order provided that if Ms Hu had grounds to do so, she could apply to set aside the registration within 21 days after service of the Registration Order, *ie*, 18 June 2025. Ms Hu did not do so, as she claimed to have only become aware of the proceedings against her on or around 4 July 2025 when she "coincidentally" visited Singapore and asked her property agent whether there was any mail addressed to her at the Singapore Property.[25]

12 Meanwhile, VML applied for and obtained an order for seizure and sale of the Singapore Property on 16 July 2025,[26] and this order was served on the Singapore Property on 29 August 2025.[27]

21 GD at [8]; FD1 at para 18; see also RBOD at pp 96–97.

22 RBOD at pp 25–26.

23 RBOD at pp 205–206.

24 1st Affidavit of Kenneth Kwek Junjie sworn on 4 June 2025 at para 4.

25 HYN1 at para 51; see also GD at [11].

26 RBOD at pp 211–213.

27 GD at [12]; see also HYN1 at para 54.

13 On 11 September 2025, Ms Hu applied by way of SUM 2619 to set aside the Registration Order and for an extension of time to apply to set aside the registration.[28]

Decision below

14 The AR granted an extension of time for Ms Hu to apply to set aside the registration,[29] and this is not disputed on appeal. What *is* disputed on appeal is the AR's decision to dismiss Ms Hu's application to set aside the Registration Order. The AR rejected the four grounds on which Ms Hu relied to set aside the Order.

15 First, the AR held that since letters regarding the Hong Kong proceedings were sent to the Singapore Property, and Ms Hu had failed to prove that she did not receive those letters, the posting of those letters gave her "effective notice and knowledge" of the Hong Kong proceedings. That was held to be sufficient to preclude setting aside of the Registration Order under s 5(1)(*a*)(iii) of the REFJA.[30] Second, the AR held that she was bound by the decision in *Liao Eng Kiat v Burswood Nominees Ltd* [2004] 4 SLR(R) 690 ("*Burswood*") to find that enforcement of the Hong Kong Judgment – which was a foreign judgment based on a gambling debt – was not contrary to public policy for the purposes of s 5(1)(*a*)(v) of the REFJA.[31] Third, the AR held that the ground for setting aside under s 5(1)(*a*)(iv) – *ie*, fraud – was inapplicable, because at best, there might have been a lack of disclosure to the Hong Kong

28 RBOD at pp 277–278.

29 GD at [58]–[60].

30 GD at [14]–[28].

31 GD at [29]–[32].

court but Ms Hu had not shown that this amounted to fraud.[32] Fourth, the AR held that the Hong Kong court had jurisdiction for the purposes of s 5(1)(*a*)(ii) of the REFJA given a provision in the Promissory Note which expressly conferred jurisdiction on the Hong Kong courts. Ms Hu's arguments that she did not know what she was signing, and that she was subject to undue influence were rejected by the AR.[33]

16 Finally, the AR held that the evidence given on affidavit was sufficient for a determination of the issues related to the fraud and jurisdiction grounds for setting aside, so a trial need not be ordered on those matters.[34]

Issues that arise for determination

17 Ms Hu's appeal against the AR's decision requires consideration of whether the Registration Order should be set aside under:

(a) Section 5(1)(*a*)(v) REFJA: the "Public Policy Ground" ("Issue 1");

(b) Section 5(1)(*a*)(iii) REFJA: the "Notice Ground" ("Issue 2");

(c) Section 5(1)(*a*)(iv) REFJA: the "Fraud Ground" ("Issue 3"); and

(d) Section 5(1)(*a*)(ii) REFJA: the "Jurisdiction Ground" ("Issue 4").

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32 GD at [33]–[39].

33 GD at [40]–[56].

34 GD at [57].

18 Finally, there is an issue as to whether a trial should be ordered for a determination of the issues under the Fraud and Jurisdiction Grounds ("Issue 5").

Applicable legal principles on threshold for appellate intervention

19 As an appeal against the decision of an AR to a Judge of the General Division of the High Court in Chambers, the present appeal must proceed "by way of a rehearing on the documents filed by the parties before the Registrar", pursuant to O 18 r 25(4) of the Rules of Court 2021 (2020 Rev Ed) ("ROC").

20 Confirmatory jurisdiction must thus be exercised in this appeal, with each matter being treated afresh as though it came before me for the first time: *Lassiter Ann Masters v To Keng Lam* [2004] 2 SLR(R) 392 at [10], applied in *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [24] (the appeal against this decision was allowed in *Kuvera Properties Pte Ltd v Far East Opus Pte Ltd* [2026] 1 SLR 1035 but on a different point).

My decision on appeal

21 Although I agree with the AR's ultimate conclusions on the Notice, Fraud and Jurisdiction Grounds for reasons that I provide later in this judgment, I allow part of Ms Hu's appeal on the Public Policy Ground.

Issue 1: The Public Policy Ground for setting aside is established

22 Ms Hu submits that the AR was wrong to hold that she was bound by the Court of Appeal's decision in *Burswood*, which concerned registration of a foreign judgment under the Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Rev Ed) ("RECJA"), not the REFJA. She contends that enforcement of the Hong Kong Judgment would be contrary to

Singapore's public policy as expressed in s 5(2) of the Civil Law Act 1909 (2020 Rev Ed) ("CLA"), and so the Registration Order should be set aside.[35]

23 On the other hand, VML agrees with the AR's decision to follow *Burswood*, and her finding that the enforcement of a foreign judgment on a gambling debt incurred in a licensed casino is *not* contrary to public policy. This is said to be in line with the public policy of finality in litigation and the principle of comity of nations.[36] In oral submissions, VML's counsel clarified that he was not arguing that *Burswood* is binding on me, but that as a matter of principle, the reasoning in that case is correct and should be applied.[37] It was also argued that an application to enforce a foreign judgment is not an "action" within the meaning of the CLA, so s 5(2) of the CLA is inapplicable in this case.[38]

24 In my judgment, the High Court is not bound in this matter to follow the decision in *Burswood* because it concerned a differently worded statute, and the steps adopted in the reasoning of the Court of Appeal's decision are not necessarily applicable to the provisions at issue in this matter. Further, I hold that enforcement of the Hong Kong Judgment in this case *would* be contrary to Singapore's public policy. Setting aside of the Registration Order is thus required under s 5(1)(*a*)(v) of the REFJA, which I reproduce below:

> **5.**—(1) On an application in that behalf duly made by any party against whom a registered judgment may be enforced, the registration of the judgment —
>
> (*a*) shall be set aside if the registering court is satisfied —
>
> […]

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35 Ms Hu's Written Submissions dated 26 May 2026 ("Ms Hu's WS") at paras 15–31.

36 VML's Written Submissions dated 26 May 2026 ("VML's WS") at paras 33–57.

37 Notes of Evidence dated 10 July 2026 ("NEs") at p 25 line 20 – p 26 line 13.

38 NEs at p 41 lines 16–20.

> (v) that the enforcement of the judgment would be contrary to public policy in the country of the registering court; […]

25 For ease of reference, I also reproduce another provision which is relevant to the Public Policy Ground, namely s 5(2) of the CLA:

> (2) No action shall be brought or maintained in the court for recovering any sum of money or valuable thing alleged to be won upon any wager or which has been deposited in the hands of any person to abide the event on which any wager has been made.

Burswood *is not binding in the present case*

26 The Court of Appeal in *Burswood* held that s 5(2) of the Civil Law Act (Cap 43, 1994 Rev Ed) ("CLA 1994 Rev Ed"), read with s 3(2)(*f*) of the RECJA, did *not* preclude registration in Singapore of an Australian judgment in favour of a casino claiming on a dishonoured cheque issued by one of its customers. Domestic public policy did not militate against registration of the Australian judgment on a gambling debt (at [46]). I will return to the reasoning of the Court of Appeal below, but for present purposes, I explain why *Burswood* is not binding in this case.

27 As a preliminary point, identifying – and following – the *ratio decidendi* of a decision of a superior court is fundamental to the doctrine of *stare decisis*, which "obliges judges to adjudicate with reference to decided *cases*" [emphasis in original]: *See Toh Siew Kee v Ho Ah Lam Ferrocement (Pte) Ltd* [2013] 3 SLR 284 at [35]. A well-established definition of the *ratio decidendi* of a case is "any rule of law expressly or impliedly treated by the judge as a necessary step in reaching his conclusion, having regard to the line of reasoning adopted by him": *Hulley Enterprises Ltd v The Russian Federation* [2025] SGHC(I) 19 at [88] and *DSQ v DSR* [2026] SGHC 67 at [48], both citing Rupert Cross & J W Harris, *Precedent in English Law* (Clarendon Press, 4th Ed, 1991) at p 72.

This is consistent with the principle that a decision cannot have the effect of *stare decisis* “other than in respect of any principle of law that it embodies”: *Syed Suhail bin Syed Zin v Attorney-General* [2021] 1 SLR 809 at [83].

28 Applying these principles to the present case, the Court of Appeal in *Burswood* (at [47]) expressly noted that its decision largely focused on the “public policy exception laid down in s 3(2)(*f*) of the RECJA”. Not only does this provision not apply in the present case, but it is also different from the applicable provision, s 5(1)(*a*)(v) of the REFJA (see [24] above).

29 Section 3(2)(*f*) of the RECJA (which has since been repealed) provided that “[n]o judgment shall be ordered to be registered” under s 3 of the RECJA if “the judgment was in respect of a cause of action which for reasons of public policy or for some other similar reason could not have been entertained by the registering court”. That provision of the RECJA, which required consideration of whether the *cause of action* underlying the foreign judgment could be entertained by the registering court in Singapore on grounds of public policy, clearly differs from s 5(1)(*a*)(v) of the REFJA, which looks to whether the *enforcement of the foreign judgment* would be contrary to Singapore’s public policy. While it may be possible for the cause of action to be “particularly egregious such as to infect the foreign judgment on that cause of action” (see Adeline Chong and Man Yip, *Singapore Private International Law* (OUP, 2023) (“*Chong and Yip*”) at para 5.83), whether this is so depends on the facts of each case. The fact remains that the RECJA and REFJA provisions on setting aside on grounds of public policy relate to different matters.

30 At the hearing before me,[39] Ms Hu's counsel pointed to an article by Professor Yeo Tiong Min ("Prof Yeo"), "Statute and Public Policy in Private International Law: Gambling Contracts and Foreign Judgments" (2005) 9 SYBIL 133, in which it is explained that "there is a clear distinction between objecting to the enforcement of the original cause of action and objecting to the enforcement of the foreign judgment" (at 137). This is clearly borne out on a plain and ordinary reading of s 3(2)(*f*) of the RECJA and s 5(1)(*a*)(v) of the REFJA.

31 Prof Yeo's article was also cited in *Poh Soon Kiat v Desert Palace Inc* [2010] 1 SLR 1129 ("*Desert Palace*") at [73]. In that case, the Court of Appeal observed at [59] that "the restrictions on registration under the RECJA are different from the restrictions under the REFJA", and that there was "no equivalent of s 3(2)(*f*) of the RECJA … in the REFJA". The Court of Appeal thus held (at [72]–[73]) that the decision of the Malaysian High Court in *The Aspinall Curzon Ltd v Khoo Teng Hock* [1991] 2 MLJ 484 was not relevant to its discussion on *Burswood*, since the Malaysian case concerned s 5(1)(*a*)(v) of the Reciprocal Enforcement of Judgments Act 1958 (Act 99) (Revised 1972) (M'sia) – which was *in pari materia* with s 5(1)(*a*)(v) of the REFJA – and not the RECJA.

32 In my view, this is reinforced by the legislative history of the REFJA and RECJA. The original version of the REFJA was modelled on the Foreign Judgments (Reciprocal Enforcement) Act 1933 (c 13) (UK) ("FJREA 1933 (UK)"), while the RECJA was modelled on the Administration of Justice Act 1920 (c 81) (UK) ("AJA 1920 (UK)"): *Chen Aun-Li Andrew v Ha Chi Kut* [2023] 1 SLR 341 at [10] ("*Chen Aun-Li Andrew*"); *Ha Chi Kut v Chen Aun-Li*

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39 NEs at p 6 line 18 – p 7 line 27.

Andrew [2023] 3 SLR 283 at [39]–[52]. Under the FJREA 1933 (UK), "enforcement or recognition [of a foreign judgment] must be withheld if enforcement or recognition would be contrary to public policy": Dicey, Morris & Collins, *The Conflict of Laws vol 1* (Sweet & Maxwell, 16th Ed, 2022) ("*Dicey, Morris & Collins*") at paras 14-151 and 14-154. The distinction between the public policy provisions in the FJREA 1933 (UK) and the AJA 1920 (UK) thus mirrors the distinction between s 5(1)(*a*)(v) of the REFJA and s 3(2)(*f*) of the RECJA.

33 To sum up, I conclude that *Burswood*, being concerned with the RECJA, is not binding in this case in which the registration of the Hong Kong Judgment is sought to be set aside under the REFJA.

34 I now turn to consider various cases on the local approach to attempts to enforce gambling debts in Singapore.

Case law on the public policy objection to enforcing gambling debts in courts

35 It is apposite to begin not with *Burswood*, but two older cases. The first is *Star Cruise Services Ltd v Overseas Union Bank Ltd* [1999] 2 SLR(R) 183 ("*Star Cruise*"), in which G P Selvam J dismissed the plaintiff's claim for money due on cashier's orders that had been issued in respect of certain gambling transactions on a cruise ship owned by the plaintiff. The amounts represented by the cashiers' orders were held to be "moneys won by way of gaming" (at [108]) and the "entire transaction" was thus void pursuant to ss 6(1), 6(2) and 6(5) of the CLA 1994 Rev Ed – which are identical to ss 5(1), 5(2) and 5(6) of the CLA respectively.

36 In reaching this conclusion, Selvam J undertook a thorough review of the historical development of the public policy in the UK against recovering

gambling debts (at [19]–[64]), before turning to the public policy in Singapore, which was summarised as follows (at [68]): "all gaming and wagering are lawful", but at the same time "[t]hey are all void". The rationale is that the law "recognises the social and entertainment value of gaming and betting and does not seek to suppress them". However, the law objects to players or gamblers "coming to the courts to settle their disputes", so "[t]he courts of justice are out of bounds to claims based on gaming or wagering because no action can be brought or maintained to enforce them". Sections 6(2) and 6(5) of the CLA 1994 Rev Ed, have therefore "clamped down on credit gambling by denying legal remedy to enforce gaming debts and securities based on them", for reasons of public policy "with a history of some 450 years". Even though s 5(6) of the CLA is irrelevant in the present case, the pertinent point is that this decision firmly set out the policy position – as reflected in s 5(2) of the CLA – against attempts to enforce gambling debts in our local courts.

37 This decision was later considered by the Court of Appeal in *Star City Pty Ltd v Tan Hong Woon* [2002] 1 SLR(R) 306 ("*Star City*"), in which a licensed casino in Sydney sought to recover sums owed by a gambler after several cheques that he provided in exchange for gaming chips had been dishonoured. The Court of Appeal held (at [39]) that the casino's claim was, in essence, an action to recover money won upon a wager and thus unenforceable under s 5(2) of the Civil Law Act (Cap 43, 1999 Rev Ed) ("CLA 1999 Rev Ed") – which is identical to s 5(2) of the CLA. Although this case (similar to *Star Cruise*) concerned a claim brought directly in Singapore, not an action to enforce a foreign judgment, and therefore is not binding in this case, the court's reasoning is relevant. It was explained that the Singapore Legislature had "long departed from the historical position that gambling and gaming, especially when on credit, is a social vice that has to be eradicated at all costs" (at [30]). Instead, "[g]ambling *per se* is no longer considered to be contrary to the public interest".

As evidence of this, the court referred to examples of legalised gaming and gambling in Singapore, "such as 4-D, Toto, the Big Sweep, [and] the Singapore Turf Club". I pause to note that this position was reached despite the court's observation in the same paragraph that "gambling can be permitted for its entertainment value *if it is strictly controlled and regulated by the relevant authorities*" [emphasis added]. The words in italics in this quotation hint at the distinct approaches taken to *regulated* gambling and *unregulated* gambling, which is in fact a point that was later made in *Desert Palace* (see [43] below). Be that as it may, given its conclusion that gambling *per se* is not contrary to the public interest, the court held that there is "no general principle of public policy in Singapore, against the recovery of money lent for the purposes of gambling abroad, so long if the transaction is indeed a genuine loan and one which is valid and enforceable according to that foreign law" (at [30]).

38 Even so, the court held that it *was* objectionable for courts to be used by casinos to enforce gambling debts disguised as loans, because the machinery of the courts could not be used indirectly to "legitimise the recovery of moneys won upon wagers overseas when similar relief would be refused for moneys won upon wagers in Singapore" (at [31]). To give effect to s 5(2) of the CLA 1999 Rev Ed (which is *in pari materia* with s 5(2) of the CLA), the courts will therefore investigate the true nature of the transaction to ensure that the courts do not "act as gambling debt collectors for foreign casinos". This approach to s 5(2) only "negatives the enforcement but not the validity of gaming contracts", so casinos can still attempt to enforce their causes of action elsewhere (at [32]).

39 This was followed shortly thereafter by the decision in *Burswood*, to which I now turn. In upholding the Singapore High Court's decision to allow registration of the Australian judgment for a claim on a dishonoured cheque for

money won on a wager (see *Burswood* at [1] and [21]), the Court of Appeal held that s 5(2) of the CLA 1994 Rev Ed elucidated Singapore's *domestic* public policy on the enforcement of gambling debts, yet s 3(2)(*f*) of the RECJA required a "higher threshold of public policy" to be met in respect of registration of foreign judgments (at [24]). It was noted that foreign courts are generally "very reluctant" to refuse to recognise a foreign judgment on the basis of public policy, even if the domestic public policy would have precluded enforcement of the same underlying claim (at [32]), and this was consistent with the "considerations of reciprocity" that underlie the RECJA (at [39] and [40]). Against that backdrop, the court held that the relevant question was whether registration of the Australian judgment was contrary to public policy under s 3(2)(*f*) of the RECJA; the argument that s 5(2) of the CLA 1994 Rev Ed precluded Singapore courts from entertaining the casino's cause of action was rejected (see [24] and [25]).

40 The court provided two reasons for finding that Singapore's domestic public policy was *not* "so important as to form part of the core of essential principles of justice and morality shared by all nations, thus raising it to the level of 'international' public policy" (at [42] and [46]). First, foreign case law indicated that "other nations do not view the recognition of foreign judgments on gambling debts as being against the fundamental principles of justice and morality" (at [43]). Second, the court cited part of *Star City* for the proposition that gambling *per se* was not contrary to the public interest in Singapore, and the development of societal attitudes towards gambling was said to be evinced by the fact that the Government was "giving serious consideration to the idea of building a casino on the island of Sentosa" (at [44]–[45]). Since registration of the Australian judgment did not raise serious issues of morality or offend against an essential public interest in Singapore, the registration was not set aside (at [48]).

41 A mere five years after *Burswood* was decided, that decision was described by a differently constituted coram of the Court of Appeal in *Desert Palace* as "unsound" and deserving of review if a similar issue were to come before the court in future (at [114]). For the avoidance of doubt, the court's comments on *Burswood* and s 5(2) of the CLA 1999 Rev Ed are *obiter* for two reasons. First, the court in *Desert Palace* concluded that the foreign judgment in that case was not a foreign money judgment and so could not be enforced in Singapore by way of a common law action; that was sufficient to dispose of the matter (at [127]–[128]). Second and in any case, *Desert Palace* concerned a *common law* action to enforce a foreign judgment founded on a gambling debt, and so RECJA and REFJA were not directly applied. Nonetheless, as will be explained, the court's observations are relevant.

42 After providing an overview of the development of gaming legislation in Singapore, the court held that "the public policy encapsulated in s 5(2) of the [CLA 1999 Rev Ed] has subsisted for more than 160 years … *and still subsists today, as is evident from the continued existence of s 5(2) itself*" [emphasis added] (at [87]–[88]). The court then cited Selvam J's exposition of this public policy in *Star Cruise*, the key portions of which have been extracted at [36] above. It was said that in *Star City* and *Burswood*, the Court of Appeal "took a diametrically different view on gambling" (at [88]), and further, that it was "counter-intuitive" for it to have been held in *Star City* and *Burswood* that gambling *per se* is no longer contrary to Singapore's public interest (at [92]).

43 The Court of Appeal emphasised that gambling had been regarded as being contrary to Singapore's public interest since the enactment of Act No 21 of 1848 in India, which was later applied to the Straits Settlements, before being replaced by the predecessor provisions to ss 5(1) and 5(2) of the CLA 1999 Rev Ed in Singapore. Just because *regulated* gambling was

permitted in Singapore did not mean that all other forms of gambling were no longer against Singapore's public policy (at [87]–[88] and [92]–[93]). Indeed, the "elaborate legal framework" provided under the Casino Control Act (Cap 33A, 2007 Rev Ed) ("CCA") to allow casino gambling albeit under "strict controls" was said to emphasise that gambling *was* regarded as objectionable and thus in need of legal controls to be properly managed (at [94]–[100]). In support of the conclusion that gambling brings about harmful effects and so continues to be against local public policy, the court referred to the Second Reading of the Casino Control Bill in 2006 (in which such sentiments were expressed), as well as reports published by the National Council on Problem Gambling ("NCPG") (see [101]–[109]).

44 Further, the Court of Appeal held that s 5(2) of the CLA 1999 Rev Ed expressed a *statutory* public policy (against the enforcement of gambling debts) that must prevail in any contest with "higher" international public policy at common law (at [113]). The conclusion in *Burswood* that s 3(2)(*f*) of the RECJA reflected a higher public policy threshold before registration would be refused was rejected. The express wording of s 3(2)(*f*) of the RECJA required consideration of whether Singapore public policy precluded the enforcement of a cause of action based on a gambling debt, and this was indeed reflected in s 5(2) of the CLA 1999 Rev Ed (at [114]).

45 The conflicting approaches in *Burswood* and *Desert Palace* have been noted, and the former found to be binding, in two High Court decisions. In *The Star Entertainment QLD Ltd v Yong Khong Yoong Mark* [2022] 4 SLR 976 ("*Yong Khong Yoong*") and *The Star Pty Ltd v Guoxing Cui* [2023] SGHC 16 ("*Guoxing Cui*"), the judgment debtor in each case appealed against the decision of an AR not to set aside the registration of a foreign judgment under s 3(2)(*f*) of the RECJA. The foreign judgments in both cases were for recovery of

gambling debts incurred in overseas casinos. Given that RECJA was the applicable statute in both cases, it is unsurprising that the courts in both cases found *Burswood* to be binding (*Yong Khong Yoong* at [15] and [16]; *Guoxing Cui* at [18] and [21]). These cases therefore do not shed light on the approach to be taken in respect of an application to set aside the registration of a foreign judgment *under the REFJA*.

46 The final case that I consider is *The Star Entertainment QLD Ltd v Wong Yew Choy* [2020] 5 SLR 1 ("*Wong Yew Choy*"). There, a foreign casino operator commenced an action in Singapore to recover a sum owed by a patron of said casino. In dismissing the plaintiff's summary judgment application and striking out the plaintiff's claim, Jeremy Lionel Cooke IJ held that s 5(2) of the CLA 1999 Rev Ed was "clear in its effect" and no exemption to its terms applied in the present case (at [60]). For present purposes, two observations by Cooke IJ are relevant. First, citing *Desert Palace* at [83], Cooke IJ summarised four elements of local public policy related to gambling (at [49]): (a) to suppress gambling on credit as opposed to gambling *per se*; (b) to protect property from capture by gamblers; (c) to declare that the courts of justice were closed to gamblers and the courts would not help to settle or collect gambling debts; and (d) the need to distinguish between social gambling, state-sponsored lotteries and sweepstakes and the like, and "hard-core gambling" (see also *B High House International Pte Ltd v MCDP Phoenix Services Pte Ltd* [2023] SGHC 12 at [75]). Second, the Singapore Legislature had created specific exceptions to the application of ss 5(1) and 5(2) of the CLA 1999 Rev Ed for *local* casinos (as seen in s 5(3A) of the CLA 1999 Rev Ed, and the CCA) but not foreign casinos: *Wong Yew Choy* at [53].

My analysis of the relevant case law

47 Drawing together the strands from the cases above, slightly different positions on the public policy on gambling *per se*, and the public policy on the enforcement of gambling debts, can be gleaned from the authorities.

48 Regarding the public policy on gambling *per se*, the courts in *Star Cruise*, *Star City* and *Burswood* all recognised the entertainment value of gambling, and did not regard this *per se* to be contrary to Singapore's public policy (see [36], [37] and [40] above). It was only in *Desert Palace* that the Court of Appeal expressly clarified that "gambling in general, especially unregulated gambling at large and gambling on credit, is … contrary to Singapore's public policy" (at [97]). In my view, the approach in *Desert Palace* accurately reflects Singapore's public policy on gambling. As the Court of Appeal observed, the existence of *regulated* gambling only means that the Legislature has identified specific types of gambling as not being contrary to public policy once the appropriate regulations are in place (*Desert Palace* at [93]), and this is reinforced by parliamentary debates in which the harmful effects of gambling have been noted (at [104]) as well as NCPG reports reflecting the negative public sentiment *vis-à-vis* uncontrolled gambling and gambling at large (at [105]–[109]).

49 I am fortified by the fact that support for this conclusion can be found in the Hansard record of the Second Reading of the Gambling Duties Bill in 2022. This Bill was introduced to consolidate the laws on the levy and collection of duties on lawful betting and lotteries: Singapore Parl Debates; Vol 95, Sitting No 44; [10 January 2022]. During the parliamentary debate on this Bill, the Member of Parliament Mr Louis Ng Kok Kwang made the following remarks:

> […] My final point is the effect of the present Bill on Singapore's public policy on gambling. The position of Singapore's public policy on gambling has been scrutinised in a series of Court of Appeal cases, including *Liao Eng Kiat vs Burswood Nominees Ltd* and *Poh Soon Kiat vs Desert Palace Incorporated*.
>
> While the cases concerned the enforcement of gambling debts which were incurred abroad, a relevant issue considered in these cases is the local policy position on gambling. In those cases, the Court had also considered local legislation on gambling, including the Gaming Act, Casino Control Act and Common Gaming Houses Act.
>
> Can the Minister clarify if the consolidation of laws on levies and collection of duties on lawful betting and lotteries have any effect on the public policy position on gambling in Singapore? If so, how should the Government's position on gambling be understood? […]

50 The Minister for Finance Mr Lawrence Wong replied that this Bill "[did] not impact what Singapore's public policy position on gambling is", and that the Government's position on problem gambling "remain[ed] unchanged".

51 In this regard, there are several references in various parliamentary debates to Singapore's stance on gambling:

(a) During the Second Reading of the Gambling Control Bill, the then-Minister of State for Home Affairs Mr Desmond Tan explained that "Singapore adopts a strict but pragmatic approach towards gambling", under which gambling "is prohibited unless licensed or exempted". While gambling is not encouraged, "some forms of gambling in a controlled and safe environment" is allowed because a total prohibition would "drive gambling underground and cause more law-and-order and social issues": Singapore Parl Debates; Vol 95, Sitting No 59; [11 March 2022].

(b) In a written answer to a question on the extent of lottery gambling addiction in Singapore, the Minister for Social and Family Development Mr Masagos Zulkifli stated that Singapore's overall approach recognises that "there will always be some level of gambling", and that this will be allowed "in a controlled environment", even as individuals, families and society must be protected "from the harms of problem gambling through our social safeguards": Singapore Parl Debates; Vol 96, Sitting No 9; [4 November 2025].

52 In my view, these sources demonstrate a recognition of the harmful individual and social effects of gambling *per se*, and this is therefore contrary to Singapore's public policy.

53 This position dovetails with the approach adopted in *Star Cruise*, *Star City*, *Desert Palace* and *Wong Yew Choy*, under which Singapore's public policy has been found to firmly set its face against *the recovery of gambling debts in our local courts* (see [36], [38], [44] and [46] above). This policy position is legislatively embodied in s 5(2) of the CLA. On this issue, *Burswood* stands apart, given the conclusion there that (what is now) s 5(2) of the CLA does not preclude registration of a foreign judgment founded on a gambling debt, because a "higher" standard of public policy must be applied under the RECJA (see [39] above).

54 In my view, given the "continued existence" of s 5(2) of the CLA (*Desert Palace* at [88]), no action can be brought or maintained to enforce claims based on gambling debts. Since this public policy against enforcement of gambling debts is embodied in statute, it must prevail in any contest with "higher international public policy" at common law (*Desert Palace* at [113]).

55 Support for this can be found in the decision of a three-Judge coram of the High Court in *UKM v Attorney-General* [2018] SGHCF 18, where it was held – albeit in a different context – that "[i]n areas of statutory law, the Legislature, being that democratically elected body which is charged specifically with deliberating matters of public policy, representing the polity's interests, and formulating rules to govern all aspects of society, would have already put in place a legislative regime which embeds the public policies which the Legislature regards as relevant and which have been subject to democratic debate", so the courts have the "responsibility … to interpret and apply it faithfully" (at [115]). This is required to protect our democratic processes and ensure due respect for the legitimacy of elected institutions (at [125]), while also recognising that the Legislature is the branch of government that is best placed to make decisions on policy matters (at [126]). In my view, this approach of showing due deference to the Legislature's intention as made manifest in statutory public policy is equally applicable to the public policy against the enforcement of gambling debts. The issue of gambling is precisely one example of a socio-economic issue for which the Legislature is constitutionally and institutionally competent to make decisions.

56 As such, I conclude that for the purposes of s 5(1)(*a*)(v) of the REFJA, the enforcement of a foreign judgment founded on a gambling debt is contrary to Singapore's public policy against the enforcement of gambling debts, which is encapsulated in s 5(2) of the CLA.

Applying the legal principles to the facts of this case

57 It is undisputed that the Hong Kong Judgment is based on a gambling debt incurred by Ms Hu under the Promissory Note. On the same day, and at the same meeting, that the Promissory Note was executed, Ms Hu had also executed

the Credit Application Agreement (see [6] above). Under clause 4 of this agreement,[40] VML issued credit to Ms Hu by means of transfer of casino chips, and each time that VML granted credit to Ms Hu, she was to "execute a negotiable instrument in the amount of credit provided … to [VML]"; the instrument in question is the Promissory Note. Further, the Letter of Authorisation provides that in consideration of VML agreeing to provide credit by entering into the Credit Application Agreement, Ms Hu agreed to sign and seal a promissory note which could be enforced if she defaulted under the credit agreement.[41] The Promissory Note is therefore consideration for – and inextricable from – the arrangement for Ms Hu to gamble on credit at the VM Casino.

58 The enforcement of the Hong Kong Judgment – which provides for recovery of the sum owed under the Promissory Note – therefore undermines the local public policy position against gambling on credit (see *Wong Yew Choy* at [46] above). More generally, to allow that judgment to be enforced in Singapore would be contrary to our local public policy against enforcing gambling debts in courts which is encapsulated in s 5(2) of the CLA.

59 At the hearing before me, VML's counsel accepted that s 5(2) of the CLA would preclude an action brought *in Singapore* to enforce a gambling debt similar to that in the present case. However, counsel was unable to explain why, if that was the position in relation to actions brought directly in Singapore, there should be any difference merely because the action took the form of registering and enforcing a foreign judgment in Singapore.[42] In my view, s 5(2) of the CLA

40 RBOD at p 556.

41 RBOD at pp 558–559.

42 NEs at p 26 line 30 – p 28 line 3.

draws no such distinction between direct actions and actions to enforce foreign judgments. Neither type of action can be brought in Singapore in respect of gambling debts, and as noted in *Star City* (see [38] above), it remains open for casinos to enforce their causes of action elsewhere.

60 Finally, I reject VML's submission that an application to enforce a foreign judgment is not an "action" and thus s 5(2) of the CLA is inapplicable (see [23] above). No authority was provided for this proposition, and the case law set out above also does not support such an argument. Indeed, I observe that applications to have a judgment registered under the REFJA are required to be made by originating application without notice: O 60 r 2 of the ROC. Pursuant to O 2 r 3(1) of the ROC, a claimant may commence an "action" by filing an originating claim or an originating application. In a similar vein, the term "action" is defined in O 1 r 3(1) of the ROC as "proceedings commenced by an originating claim or an originating application". The broad usage of the term "action" in the ROC, which does not differentiate based on whether the application is to enforce a foreign judgment, militates against the reading of s 5(2) of the CLA that was propounded by VML.

Conclusion

61 In sum, enforcement of the Hong Kong Judgment would be contrary to Singapore's public policy as set out in s 5(2) of the CLA, and so the Registration Order should be set aside pursuant to s 5(1)(*a*)(v) of the REFJA.

62 This conclusion is sufficient to allow Ms Hu's appeal against the AR's decision dismissing her setting aside application, and set aside the Registration Order. For completeness, however, I turn to consider the other grounds relied on by Ms Hu on appeal.

Issue 2: The Notice Ground for setting aside is not established

63 In arguing that she did not receive notice of the Hong Kong proceedings, Ms Hu submits that the AR erred in creating a "novel test" that "effective notice" of the foreign proceedings will suffice; instead, "actual notice" is required.[43] In support of this position, Ms Hu points to the words in parentheses in s 5(1)(*a*)(iii) of the REFJA, which suggest that substituted service will not be sufficient to give notice.[44] For ease of reference, I reproduce s 5(1)(*a*)(iii) of the REFJA:

> **5.**—(1) On an application in that behalf duly made by any party against whom a registered judgment may be enforced, the registration of the judgment —
>
> (*a*) shall be set aside if the registering court is satisfied —
>
> […]
>
> (iii) that the judgment debtor, being a defendant in the proceedings in the original court, did not (*notwithstanding that process may have been duly served on him in accordance with the law of the country of the original court*) receive notice of those proceedings in sufficient time to enable him to defend the proceedings and did not appear; […]
>
> [emphasis added]

64 Ms Hu also argues that the AR erred in finding that there was an arrangement under which Ms Hu's property agent would pass her any letters posted to the Singapore Property and which were addressed to her.[45] As such, although Ms Hu accepts that she bears the legal burden of proving that she had not received notice of the Hong Kong proceedings, she argues that she had

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[43] Ms Hu's WS at paras 32–41.

[44] Ms Hu's WS at para 34.

[45] Ms Hu's WS at paras 42–44.

provided sufficient evidence to shift the evidential burden to VML to explain away her evidence.[46]

65 In its written submissions, VML submits that "notice" will have been received so long as a fact has "objectively" been "brought to a person's attention, even if the person did not have actual subjective awareness or knowledge of that fact".[47] In so arguing, VML relies on case law from Australia, Malaysia, Hong Kong and England.[48] It is also argued that Ms Hu's bare assertion as to her only learning of the Hong Kong proceedings in July 2025 did not prove that she did not receive notice when letters were mailed to the Singapore Property previously.[49]

66 In oral submissions, although counsel for VML suggested that the AR's formulation of "effective notice" being required under s 5(1)(*a*)(iii) of the REFJA was correct,[50] it was also submitted that Ms Hu did, in any case, have actual notice of the Hong Kong proceedings.[51]

My analysis

67 The meaning of "receiv[ing] notice" of the foreign proceedings for the purposes of s 5(1)(*a*)(iii) of the REFJA is essentially a matter of statutory interpretation. It is well-established that under s 9A(1) of the Interpretation Act 1965 (2020 Rev Ed), a purposive approach to statutory interpretation must be

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46 Ms Hu's WS at paras 45–52.

47 VML's WS at paras 8–10.

48 VML's WS at paras 9–19.

49 VML's WS at paras 20–30.

50 NEs at p 50 lines 5–11.

51 NEs at p 48 line 7 – p 50 line 5.

adopted. This requires courts to: (a) ascertain the possible interpretations of the provision in question; (b) ascertain the legislative purpose of the specific provision and the part of the statute within which it is situated; and (c) compare the possible interpretations against the legislative purpose: *Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 ("*Tan Cheng Bock*") at [37] and [54], applied recently in *Louis Vuitton Malletier v Ng Hoe Seng* [2026] 1 SLR 503 at [23]–[26].

68 In the present case, two alternative interpretations of the phrase "receive notice" in s 5(1)(*a*)(iii) of the REFJA have been proposed: (a) *actual* notice of the foreign proceedings must be received by the judgment debtor; or (b) notice that is *effective* to bring the foreign proceedings to the judgment debtor's attention such that he/she has sufficient time to mount a defence must be given.[52]

69 As for the second step of the *Tan Cheng Bock* framework, preliminarily, it appears unclear which interpretation of s 5(1)(*a*)(iii) would better promote the purpose of the written text. The REFJA has been described as being part of Singapore's legislative framework which allows for cross-border recognition and enforcement of foreign judgments, and this in turn "increase[s] legal certainty and reduce[s] the costs and uncertainties associated with cross-border dealings and disputes" for businesses and investors: Singapore Parl Debates; Vol 94, Sitting No 109; [2 September 2019] (Edwin Tong Chun Fai, then-Senior Minister of State for Law). On the one hand, if actual notice is required, that would better ensure that judgment debtors have the opportunity to be heard in foreign proceedings, but on the other hand, it might increase the likelihood of registered judgments being set aside because of a failure to meet the higher threshold of actual notice.

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52 GD at [17].

70 I turn to consider local authorities on this matter.

Local case law

71 Neither counsel pointed me to any local authorities on the meaning of notice for the purposes of s 5(1)(*a*)(iii) of the REFJA, nor did the AR consider any local cases on this.

72 I note, however, that there is one decision of the Singapore High Court on this matter. In *Harrisons Trading (Peninsular) Sdn Bhd v Juta Perkara Sdn Bhd* [1996] 3 SLR(R) 712 ("*Harrisons Trading*"), the third defendant was sued in the Ipoh High Court on a guarantee that he (along with the other defendants) had provided in consideration of goods supplied and credit extended to a company (at [2]). The Ipoh writ was purportedly served on him in Malaysia by substituted service (in accordance with an order of the Ipoh High Court), but no appearance was entered and a default judgment was obtained by the plaintiffs. This judgment was registered in Singapore under the Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Rev Ed) ("RECJA 1985 Rev Ed"). The third defendant applied to set the registration aside on the grounds that he was not duly served with the process of the original court and did not appear, pursuant to s 3(2)(*c*) of the RECJA 1985 Rev Ed (which has no equivalent in s 5(1)(*a*) of the REFJA) (at [5]–[6]). Much like in the present case, the third defendant argued that when he signed the guarantee, his address had been left blank, and an Ipoh address was later added to the guarantee by the plaintiffs. He argued that this Ipoh address (at which substituted service was carried out) was the address of the second defendant (at [10]). As such, he submitted that he did not know of the Ipoh action or judgment until he was served with notice of the registration proceedings in Singapore, and that the substituted service order in Singapore had not been properly obtained, so he had

not been duly served for the purposes of s 3(2)(*c*) of the RECJA 1985 Rev Ed (at [12]).

73 Warren L H Khoo J held that the registration of the Malaysian judgment was to stand, because service in accordance with an order for substituted service – as was carried out in this case – should *prima facie* be taken as due service (at [23] and [35]). What is more important for present purposes is the fact that the third defendant's counsel had also referred to s 5(1)(*a*)(iii) of the Reciprocal Enforcement of Foreign Judgments Act (Cap 265, 1985 Rev Ed) ("REFJA 1985 Rev Ed") – which is *in pari materia* with the current s 5(1)(*a*)(iii) of the REFJA: at [31]. Although Khoo J held that the provisions of the RECJA 1985 Rev Ed had to be "construed and applied without reference to the provisions of the [REFJA 1985 Rev Ed]" (at [32]), Khoo J's observations on the latter Act are relevant for present purposes. Since the REFJA 1985 Rev Ed governed enforcement of non-Commonwealth judgments (unlike the RECJA 1985 Rev Ed), it had to "cater to a greater variety of legal regimes throughout the world", and that thus justified "the need to ensure that, whether the requirements of the procedural laws of the foreign court have been satisfied in respect of service of process, *the judgment debtor must have received actual and timeous notice of the proceedings before he is bound*" [emphasis added] (at [32]).

74 While this suggests that actual notice ought to be required under s 5(1)(*a*)(iii) of the REFJA, Khoo J's comment in *Harrisons Trading* on the notice requirement was *obiter dicta*, and so it was understandably not accompanied by any explanation as to why actual notice was required. Further, as a decision of a court of co-ordinate jurisdiction, this decision is not binding on me (*Naresh Kumar s/o Nagesvaran v Public Prosecutor* [2025] 4 SLR 1068 at [44]), and it is trite that the High Court may depart from – though not overturn

or overrule – other decisions of the High Court (*Chew Eng Han v Public Prosecutor* [2017] 2 SLR 1130 at [49]).

75 I therefore turn to case law in which analogous versions of s 5(1)(*a*)(iii) of the REFJA have been interpreted in other jurisdictions. I highlight that several cases highlighted in the following section were recently analysed in *Green Global Trading Ltd v Attorney-General* [2026] SGHC 50 ("*Green Global*"), a decision to which I will return later.

Foreign jurisprudence

(1) United Kingdom

76 Section 4(1)(*a*)(iii) of the FJREA 1933 (UK) – which is *in pari materia* with s 5(1)(*a*)(iii) of the REFJA – provides that the registration of a judgment "shall be set aside if the registering court is satisfied" that "the judgment debtor, being the defendant in the proceedings in the original court, did not (notwithstanding that process may have been duly served on him in accordance with the law of the country of the original court) receive notice of those proceedings in sufficient time to enable him to defend the proceedings and did not appear".

77 The High Court of England and Wales recently had occasion to consider this provision in *Siddik Mohammad v Mohammad Hilal Salim Bin Tarraf* [2025] EWHC 776 (KB) ("*Siddik*"), in which it was held that s 4(1)(*a*)(iii) of the FJREA 1933 (UK) concerns "actual notice", and is not concerned with whether or not the proceedings were validly served. This had to be so, otherwise the words in parentheses – "(notwithstanding that process may have been duly served on him in accordance with the law of the country of the original court)" – would be meaningless (at [19]). That said, it was noted in the

same paragraph that notice means "actual notice (and possibly, although this [was] not relevant to the present case, constructive notice), notwithstanding lawful service". On the facts of this case, the ground of setting aside on the basis that the defendant had not received notice *was* established, and this was reinforced by the court's finding that the defendant was not served validly in accordance with the law of the country of the original court (at [23], [38] and [39]).

78 I also highlight that the court in *Siddik* held that "the manner in which the proceedings were in fact served … also [made] it unsurprising that [the defendant] had no actual notice of the proceedings (irrespective of whether service was or was not legally valid)" (at [23]). Further, whether a defendant is validly served "may be indirectly relevant in the sense that where service has been effected legally, it may be more challenging for a party to establish that, nevertheless, they did not in fact have notice" (at [24]).

79 Several older authorities appear to implicitly take a similar interpretation of s 4(1)(*a*)(iii) of the FJREA 1933 (UK) as requiring actual notice, although these were not cited in *Siddik*.

80 First, *Re A Debtor (No 11 of 1939), Debtor v Creditor and Official Receiver* [1939] 2 All ER 400 concerned a defendant who was found liable – by the Correctional Court in France in a decision dated 9 June 1936 – to pay damages to the petitioning creditors. The petitioning creditors had appealed against the judgment of the Correctional Court to the Court of Appeal in Paris, which held (in a decision dated 26 June 1937) that the defendant was to pay the sum awarded by the Correctional Court to the creditors, but this was to be paid by way of refund, not by way of damages. This judgment of the Court of Appeal in Paris was then registered in England under the FJREA 1933 (UK) on 14 July

1938. However, the defendant later argued – in reliance on s 4(1)(*a*)(iii) of the FJREA 1933 (UK) – that he did not receive notice of the proceedings in the Court of Appeal in Paris in sufficient time to enable him to defend the proceedings, and he did not appear. The English Court of Appeal noted that the notice of appeal was in fact served in accordance with French law, but this was "immaterial *if the debtor did not actually receive notice*" [emphasis added]. Ultimately, however, the argument premised on s 4(1)(*a*)(iii) was rejected on the basis that the defendant had acted in bad faith in only objecting to the registration "[a]t this late stage", after being faced with a bankruptcy petition based on the registered judgment.

81 Second, in *Munnichs v Lombard Shipping & Forwarding Ltd* [1980] Lexis Citation 414 ("*Munnichs*"), two English companies appealed against the decision of the English High Court to register a judgment of a Dutch court. The background to this matter was that the Official Receiver in Bankruptcy of a Dutch company had commenced legal proceedings in Holland against those two English companies, and the Dutch court had entered judgment against the English companies. It is notable that neither English company had appeared in the Dutch proceedings despite each having received a letter from the Dutch embassy in London which forwarded untranslated legal papers regarding the Dutch proceedings. One of the grounds on which the English companies sought a setting aside of the registration of the Dutch judgment was that they had never been given proper or timeous notice of the proceedings in Holland to enable them to defend the proceedings, under s 4(1)(*a*)(iii) of the FJREA 1933 (UK).

82 This was rejected by the English Court of Appeal, which observed that "[i]t must be a question of fact and degree in each case what notice is adequate to make the person upon whom the notice is served of the proceedings in question, in sufficient time to enable him to defend those proceedings". The

letter from the Dutch embassy to the English companies had set out (in English) the existence of the claim, the identity of the claimant and the Dutch court, the location of the court and when the court was to hear the summons in question. Even though the *details of the claim* were not stated in English, they did not have to be; notice of the proceedings had in fact been given.

83 Third, in *Administratiekantoor van Spruyt GN Company BV v Alex William Herbage* [1985] Lexis Citation 25 ("*Herbage*"), the petitioners had obtained default judgments in the District Court of Rotterdam against the defendant, and the judgments were sought to be registered in Scotland. While the defendant argued that he had not received notice of the Rotterdam proceedings, the petitioners submitted that the defendant had received notice because telex messages had been sent to the defendant, with the telex address being the defendant's home in Hampshire. One of the telex messages stated, *inter alia*, that permission had been requested from the Dutch authorities to prosecute the defendant. An interim interdict was later granted, and commission was granted "to a senior member of the bar to inspect … heritable properties in Scotland belonging to the [defendant]". The Outer House of the Court of Session of Scotland declined to set this order aside. It was held that the petitioners had "an adequate basis in their averments and in the telex messages" to resist the defendant's challenge based on s 4(1)(*a*)(iii) of the FJREA 1933 (UK), and it was ultimately concluded that the balance of convenience lay in favour of the petitioners.

84 To sum up, the cases above show that for the purposes of s 4(1)(*a*)(iii) of the FJREA 1933 (UK), actual notice needs to have been received by the defendant, although whether this is satisfied is a question of fact and degree in each case.

(2) Australia

85 In *Brockley Cabinet Co Ltd v Pears* (1972) 20 FLR 333 ("*Brockley*"), the Supreme Court of the Australian Capital Territory considered s 8(1)(a)(iii) of the Foreign Judgments (Reciprocal Enforcement) Ordinance 1954 (ACT) – which is *in pari materia* with s 5(1)(*a*)(iii) of the REFJA. It was held that service in accordance with the rules of court was "not necessarily sufficient", and that "a form of substituted service *which did not come to the attention of the defendant* would plainly be insufficient" [emphasis added]. This provides support for the requirement that actual notice on the defendant's part is required, and this must be notice of the "action as a whole" (see *Brockley* at 335–337).

86 This was made even clearer in *Barclays Bank Limited v Piacun* [1984] 2 Qd R 476 ("*Piacun*"), which the AR had also considered.[53] Here, the defendant – who resided permanently in Australia at the time that proceedings were commenced against him in England – had received no notice of the English proceedings. Default judgment was granted by the High Court in England and the defendant only learnt of this matter when he was served with the cause papers for the application to register the English judgment in Queensland. The plaintiff's response to the application to set aside registration was that although the defendant had no notice of the foreign proceedings before the English judgment was handed down, he had in fact received notice *after* judgment was handed down. He could have, but did not, apply to set aside the English judgment in England. This argument was roundly rejected by the Supreme Court of Queensland.

53 GD at [26].

87 Connolly J (who was one of the judges in a three-Judge coram of the Supreme Court of Queensland) held that under s 7(1)(c) of the Reciprocal Enforcement of Judgments Act 1959–1981 (which is *in pari materia* with s 5(1)(*a*)(iii) of the REFJA), it was "plain" that "actual notice" was required. This was because the words in parentheses (*ie*, "notwithstanding that process may have been duly served on him in accordance with the law of the country of the original Court") "expressly exclude[ed] such modes of service as the sticking up of notices, substituted service by advertisement, service by post to last known places of address and the like". It was also clarified that the defendant must have received "notice of the proceedings in sufficient time to enable him to have resisted the making of the judgment which it is sought to register". The defendant had not received such notice and so the registration was set aside.

88 In the present case, the AR's only comment was that *Piacun* was not consistent with other cases (discussed below) which take the position that what is required is that notice that is *effective* to bring the foreign proceedings to the attention of the defendant be received.[54] There was no other analysis of the reasoning in *Piacun*.

89 I turn to three other Australian cases referenced by the parties. First, in *Hathaway Shirt Co Pty Ltd v B RAWE GmbH Company* [1989] NSWCA 98, the New South Wales Court of Appeal held that the phrase "receive notice" in s 8(1)(a)(iii) of the Foreign Judgments Act 1973 – which is *in pari materia* with s 5(1)(*a*)(iii) of the REFJA – must be distinguished from a requirement for the judgment debtor to be "made actually aware of the fact that legal proceedings have been commenced against him". The rationale is that there is a difference

[54] GD at [26].

in law "between receiving notice of a fact and being made fully and subjectively aware of the fact" (at p 6). In this case, the registration of a foreign judgment obtained in West Germany was not set aside, as the director of the appellant Australian company had received a copy of the Statement of Claim (which had been filed in the German court), even though this document was in the German language. Although the New South Wales court noted that the director did not speak the German language, it went on to consider what he thought the document might be. The evidence showed that: (a) the document was "obviously [a] formal document" related to dealings between the appellant company and the respondent, and the director knew that the companies had disputed an alleged debt; and (b) no steps had been taken by the director to "acquaint himself with the terms or import of the document handed to him" (at p 5). It was held that the appellant had not established that it did not receive notice of the relevant foreign proceedings.

90 I note that *Piacun* was cited (at p 3) for the proposition that the phrase "notice of proceedings" in s 8(1)(a)(iii) must mean "notice of the commencement of proceedings", but the section in *Piacun* on the requirement of actual notice was not cited. Similarly, *Brockley* was cited (at p 3) in support of the point that in a setting aside application, the applicant/defendant bore the burden of proof and so (for the purposes of s 8(1)(a)(iii)) had to show that it "did not receive sufficient notice". Again, the section in *Brockley* on the requirement of actual notice was not referenced. However, for present purposes, the material point is that *Piacun* and *Brockley* were cited without any hint of disapproval of the actual notice requirement.

91 Second, the approach in *Piacun* was affirmed by the Supreme Court of Victoria in *Esso China Inc v Chan Wing Mou* [1999] VSC 294 ("*Esso China*"), in which the question was whether two judgment debtors who claimed to be

itinerant around the time that proceedings were ongoing in Hong Kong had received "actual notice" of the proceedings (at [2], [17] and [19]). This required consideration of whether notice had been received by virtue of the fact that service of two foreign proceedings had been effected at an apartment in Hong Kong, in circumstances where the judgment debtors were sole shareholders of the company that owned the apartment, and they used the apartment, including by staying there when visiting Hong Kong (at [7]). One of the judgment debtors was found to have received notice of the proceedings because he was unable to prove that during his frequent trips to Hong Kong, he did not stay in the apartment at which documents were delivered (he had instead alleged, without evidence, that the apartment was simply left vacant) (at [21]–[22]).

92 Third, in *Maschmann v Wenzel* [2007] NSWSC 850, the defendant knew – as of April 2005 – that a statement of claim was to be served on him. At this time, the defendant was residing in Switzerland so he provided a Swiss address to the claimant, even though around 3 months later, he and his family moved to Australia when he was transferred by his employer. He did not forward details of his new address to the claimant. Under Swiss law, relevant documents were deemed to have been served on him once cards were left in his letterbox on two occasions, asking him to collect the documents from the post office (and the defendant did not do so as he had immigrated by then). A judgment was obtained against the defendant in Germany in November 2005, and registered in New South Wales in February 2007. The defendant sought to set the registration aside on the grounds that he had no notice of the German proceedings (which he did not defend).

93 The order registering the foreign judgment was set aside under s 7(2)(a)(v) of the Foreign Judgments Act 1991 (Cth), which is largely similar to s 5(1)(*a*)(iii) of the REFJA. This was because the defendant did not have

"actual notice" of the proceedings, and giving notice "requires more than simply informing them that proceedings either exist or will exist" (at [21]–[22]). Although the defendant knew that a statement of claim was going to be filed, he did not know the nature of the proceedings, what relief was claimed against him, or what court the proceedings would be commenced in. Since the proceedings were commenced in Germany (not Switzerland, where the defendant had previously resided), he also "could not make his own enquiries with the [c]ourt concerning the progress of the proceedings" (at [21]).

94 In sum, the Australian approach is clear: "actual notice" of the foreign proceedings must be provided to the defendant, and it has been clarified that this does not necessarily translate to the defendant needing to have subjectively known of those proceedings.

(3) New Zealand

95 In *Mudajaya Corporation Berhad v Keng* [2019] NZHC 1436 ("*Mudajaya*"), the New Zealand High Court noted (at [85]) that there was no New Zealand appellate authority on whether actual notice of the foreign proceedings is required for the purposes of s 6(1)(c) of the Reciprocal Enforcement of Judgements Act 1934, which is *in pari materia* with s 5(1)(*a*)(iii) of the REFJA. Although the New Zealand Court of Appeal in *Lane v Questnet Ltd* [2010] NZAR 210 ("*Questnet*") had cited *Brockley* without appearing to disagree with it, whether actual notice of foreign proceedings is required was not considered in that case (*Mudajaya* at [104]; see also *Green Global* at [35]–[39]). That said, the court observed that there was one High Court authority (*Office Français D'Exportation de Matériel Aeronautique v Airwork (NZ) Ltd* (1996) 9 PRNZ 690) in which it had been held that notice under s 6(1)(c) required actual notice (*Mudajaya* at [78] and [85]–[87]).

96 After referring to several cases discussed above – including *Brockley*, *Piacun*, *Esso China* and *Herbage* (among others), the court in *Mudajaya* concluded that "the clear trend of all the authorities considered is that actual notice is required for the purposes of s 6(1)(c)" (at [109]).

97 Several other helpful observations were also made by the High Court in *Mudajaya*:

(a) "Knowledge that proceedings are likely or probable does not equate to such notice" for the purposes of s 6(1)(c) (at [109]);

(b) "[T]he fact [that] the judgment debtor submitted to the jurisdiction of the foreign court through an earlier contractual clause does not improve the situation" (at [109]); and

(c) Although a requirement for actual notice "may leave 'truly evasive' defendants in a better position than those who are less evasive", this requirement is "part of the 'quid pro quo' for enforcing certain foreign judgments … without inquiry as to the merits" (at [110]).

(4) Hong Kong

98 The AR and the parties referred to two Hong Kong authorities which I will now consider.

99 First, in *Resorts World at Sentosa Pte Ltd v Sze Siu Hung* [2018] HKCU 2378 ("*Sze Siu Hung*"), the Hong Kong Court of First Instance expressly followed *Piacun* and held that "actual notice of the foreign proceedings" was required for the purposes of s 6(1)(a)(iii) of the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap 319) ("Hong Kong Ordinance"), which is *in pari materia* with s 5(1)(*a*)(iii) of the REFJA (at [26]–[32]).

100 In this case, prior to default judgment being entered against the judgment debtor in Singapore, the judgment creditor had sent a letter dated 12 December 2016 ("December Letter") to the judgment debtor's solicitors to confirm if they had instructions to accept service of the relevant court papers – and the solicitors informed the judgment debtor of their receipt of the December Letter (see [20]). The December Letter expressly referred to – and annexed – a writ of summons and a statement of claim, and also stated the Singapore High Court case number. However, the judgment debtor said that he did not wish to give instructions for the solicitors to accept service on his behalf, and so the solicitors wrote back accordingly. It was only in February 2017 that the Singapore court documents were served by ordinary post to three Hong Kong addresses, and it was in July of that year that the judgment debtor learnt of the Singapore proceedings when his wife checked the mailbox at one of the Hong Kong addresses.

101 The Hong Kong court held that the judgment debtor *had* received notice of the foreign proceedings *as at the time of the December Letter*, and so had ample opportunity to participate in the foreign proceedings had he chosen to do so (at [39]).

102 The AR, however, interpreted this case as supporting the principle that registration will not be set aside so long as notice that is effective to bring the foreign proceedings to the defendant's attention was given.[55] The AR appears to have placed weight on the fact that the judgment debtor was found to have notice despite not having received the actual court documents at the time that he received the December Letter.[56] With respect, I do not read *Sze Siu Hung* in a similar manner. It was "uncontroversial" that prior to the entry of the Singapore

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[55] GD at [24].

[56] GD at [25].

judgment, the judgment debtor knew: (a) that the judgment creditor wished to claim against him; (b) the nature and quantum of the claim; (c) that a writ and statement of claim had been issued in Singapore; (d) the action number of the Singapore proceedings; and (e) that an order for service out of jurisdiction had been made in Singapore (*Sze Siu Hung* at [21] and [39]). The fact of the matter was that the judgment debtor had actual notice of the foreign proceedings, and this decision does not support an alternative interpretation of "effective" notice.

103 Second, in *Resorts World at Sentosa Pte Ltd v Wong Fei Fu* [2020] HKCU 1697 ("*Wong Fei Fu*"), the Hong Kong Court of First Instance confirmed at [43] – citing *Sze Siu Hung* – that the defendant must have actual notice of the foreign proceedings before the foreign judgment is obtained, for the purposes of s 6(1)(a)(iii) of the Hong Kong Ordinance. In *Wong Fei Fu*, the judgment creditor had obtained a judgment against the judgment debtor in Singapore and registered it in Hong Kong. When the papers for the Singapore proceedings were attempted to be served on the judgment debtor's Macau property, the server was informed that there was no such person at that property. There was no evidence that the papers were left at that property. Service by way of advertisement in the newspapers was then carried out, but again, there was no evidence that "actual notice" was received by the judgment debtor before the Singapore judgment was obtained. Registration of the Singapore judgment was set aside by the Hong Kong court (at [43]–[44]).

104 In my view, it is unclear how this judgment provides support for the proposition that what is required is notice that is *effective* to bring the foreign proceedings to the judgment debtor's attention. In so far as the AR suggested that there was no evidence that the newspaper advertisement would be effective

in bringing the court papers to the judgment debtor's attention,[57] the court in *Wong Fei Fu* had in fact confirmed that there was no evidence that the judgment debtor acquired "actual notice … via the newspapers" (at [43]).

105 In conclusion, the Hong Kong authorities reinforce the position that actual notice of foreign proceedings is required. With respect, I disagree that these cases show that a general reference to notice that is "effective" to bring the foreign proceedings to the defendant's attention will suffice.

(5) Malaysia

106 In its written submissions,[58] VML refers to *National Air Services Company (NAS Holding) v Raja Mohd Azmi bin Raja Razali* [2019] MLJU 934, in which the Malaysian High Court held that the judgment debtors *had* received notice of English proceedings because the relevant cause papers had been sent to their e-mail addresses, which had also been stated in guarantee agreements entered into between the debtors and creditor (see [23]–[30] and [32]). The court did not elaborate on the meaning of "notice" for the purposes of s 5(1)(*a*)(iii) of the Reciprocal Enforcement of Judgment Act 1958, which is *in pari materia* with s 5(1)(*a*)(iii) of REFJA. Even so, this decision demonstrates that service of cause papers pursuant to a contractual service provision may suffice to show that notice had been received by the judgment debtors.

My decision

107 The review of case law in the UK, Australia, New Zealand, Hong Kong and Malaysia at [76]–[106] above reveals that the preponderance of authority

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57 GD at [25].

58 VML's WS at para 18.

on this issue leans towards a requirement of *actual notice*. In my view, s 5(1)(*a*)(iii) of the REFJA requires that *actual notice* of the foreign proceeding be received by the judgment debtor in sufficient time to enable him/her to defend the foreign proceedings, regardless of whether due service in accordance with the law of the country of the original court was carried out. If actual notice is not received in sufficient time, and the defendant does not appear, the registration of the foreign judgment will be set aside.

108 Even so, and notwithstanding the words in parentheses in s 5(1)(*a*)(iii) of the REFJA, the method of service may be a relevant indicium in an assessment of whether the judgment debtor had received notice of the proceedings (see *Siddik* as summarised at [78] above). Further, whether notice was received is a question of fact in each case, but it is clear that something more than mere information of the existence of foreign proceedings is required (see [82] and [93] above), and also that subjective knowledge or awareness need not necessarily be proven (see [89] above).

109 I make four additional observations on this issue of notice.

110 First, the conclusion on the requirement of actual notice above is bolstered by the lack of clarity in the formulation of notice that is "effective to bring the foreign proceedings to the [defendant's] attention such that he/she has sufficient time to mount a defence".[59]

111 Second, the approach adopted in this case is consistent with the common law defence of breach of natural justice to recognition and enforcement of foreign judgments. This is important because the legislative history of the

[59] GD at [17].

REFJA "affirms that the intent of the [REFJA] is to encapsulate the requirements under the common law to bring an action on a foreign judgment". Further, the REFJA "may be traced to the draft of the [FJREA 1933 (UK)]", which "served as a proxy for the common law action for the enforcement of a judgment": see *Chen Aun-Li Andrew* at [10]. In a similar vein, the English High Court has noted that one ought not to assume that the FJREA 1933 (UK) "has made a substantial alteration in the common law approach to the enforcement of foreign judgments unless that intention can be found in express terms or by necessary implication": *Société Cooperative Sidmetal v Titan International Ltd* [1966] 1 QB 828 at 847.

112 At common law, a foreign judgment will not be recognised or enforced in Singapore if it was obtained in breach of natural justice, and this includes a situation where a defendant was not given notice of the foreign proceedings. The notice requirement may be satisfied if it is shown that *either* the defendant had "actual notice of the foreign proceedings" *or* (subject to certain qualifications, such as appropriate evidence of non-receipt) court documents in the foreign proceedings had been validly served: *Xiamen Tonghin Furniture Industries Co Pte Ltd v Goh Heng Tee* [2026] SGHC 55 ("*Xiamen Tonghin*") at [60]–[61] and [64]. Evidently, the latter limb – under which notice may be deemed following valid service of court documents (*Xiamen Tonghin* at [63]) – is inapplicable in cases under the REFJA regime, given the words in parentheses in s 5(1)(*a*)(iii) (see [63] above) which provide that whether process was duly served is irrelevant for the purposes of the Notice Ground. Turning to the former limb, it has been observed that at common law, actual notice "can be established in the absence of valid service" and may be inferred on the facts of each case (*Xiamen Tonghin* at [62], citing *Paulus Tannos v Heince Tombak Simanjuntak* [2020] 2 SLR 1061 at [59]). Further, the "content and timing of what was sent to or served on the defendant" are relevant to determining if one had notice of

the foreign proceedings (*Xiamen Tonghin* at [65]). In my view, these observations in relation to the common law actual notice requirement apply with equal force to the Notice Ground under s 5(1)(*a*)(iii) of the REFJA. It is also notable that at common law, there is no alternative ground of establishing notice by proving that notice that is "effective" to bring the foreign proceedings to the defendant's attention has been provided.

113 Third, the requirement of actual notice in this case is also in accordance with the interpretation of s 30(2)(*b*) of the Mutual Assistance in Criminal Matters Act 2000 (2020 Rev Ed) ("MACMA") in *Green Global*. Section 30(2)(*b*) of the MACMA provides that a foreign confiscation order may be registered by the General Division of the High Court if it is satisfied that "where a person affected by the order did not appear in the proceedings, that the person received notice of the proceedings in sufficient time to enable the person to defend them". Kwek Mean Luck J noted that this provision was "very similar" to provisions in the UK, Australia and New Zealand on setting aside registration of foreign judgments (at [40] and [42]). Having considered, among others, the decisions in *Munnichs*, *Herbage*, *Siddik*, *Brockley* and *Questnet*, Kwek J held that for the purposes of s 30(2)(*b*) of the MACMA, the affected person must have received "actual notice of the proceedings, which is a question of fact in each case" (at [44]). While the term "notice" could include constructive notice, Kwek J did not reach a conclusion on this as it did not arise on the facts of this case (at [45]).

114 For present purposes, in so far as the case law on the notice requirement in statutes on recognising foreign judgments was relevant to the analysis of the MACMA provision, the converse should also hold true. That is, the interpretation of the MACMA provision in *Green Global* is relevant, by analogy, to the interpretation of s 5(1)(*a*)(iii) of the REFJA. The requirement

for actual notice of the proceedings in relation to MACMA thus reinforces the conclusion in this case.

115 Fourth, and finally, *actual* notice ought to be distinguished from *constructive* notice. The former has been described as "a straight question of fact"; the latter, "a value judgment based on the available facts": *Perry, Tamar v Esculier, Bonnet Servane Michele Thais* [2022] 4 SLR 243 at [154], citing *Papadimitriou v Credit Agricole Corporation and Investment Bank* [2015] 1 WLR 4265 ("*Papadimitriou*"). Actual notice includes wilful blindness (*EFG Bank AG, Singapore Branch v Surewin Worldwide Ltd* [2022] 5 SLR 915 at [182]), which involves making an *inference of fact based on one's conduct* whether one is "speaking truly or not when he[/she] says that he[/she] did not know of particular facts" (*The English and Scottish Mercantile Investment Company, Limited v Brunton* [1892] 2 QB 700 at 707–708 (Lord Esher MR), cited in *Tan Kiam Peng v Public Prosecutor* [2008] 1 SLR(R) 1 at [109] (see also [123]–[135] and [139]–[141])).

116 On the other hand, constructive notice has also been described as "notice which a reasonable man in the position of the person dealing with the property in question would have acquired if there were facts putting him on inquiry and he should have, acting reasonably, carried out inquiries to dispel or confirm the existence of another's adverse interest in the property": *MKC Associates v Kabushiki Kaisha Honjin* [2017] SGHC 317 at [295]. The failure to draw inferences which ought reasonably to have been drawn, or the failure to make reasonable inquiries despite having been put on inquiry by knowledge of suspicious circumstances, are both instances in which one may be fixed with notice: *Papadimitriou* at [20].

117 I add that this delineation parallels the distinction between actual and deemed notice in the arbitration context; both concepts are encapsulated in the term "proper notice" – which is a specific term used in s 31(2)(*c*) of the International Arbitration Act 1994 (2020 Rev Ed) and s 48(1)(*a*)(iii) of the Arbitration Act 2001 (2020 Rev Ed). Actual notice of an arbitration requires proof that one knew about the arbitration *and* was in a position to fully present its case, while deemed notice may be relied on where there is "insufficient proof of actual notice", unless this is rebutted by "appropriate evidence of non-receipt": *DEM v DEL* [2025] 1 SLR 29 ("*DEM v DEL*") at [28]–[30]. This was cited in the context of recognising and enforcing foreign judgments in *Xiamen Tonghin* at [64]. It has been suggested that one example of *deemed notice* is where notice is "effected in accordance with the contractually agreed manner of service": *DEM v DEL* at [30].

118 With these principles in mind, I now turn to apply s 5(1)(*a*)(iii) of the REFJA to the facts of the present case.

Applying legal principles to the facts of the present case

119 The parties agree that Ms Hu bears the legal burden of proving that she had not received notice of the foreign proceedings.[60] In my view, she has not discharged this burden.

120 First, I do not accept Ms Hu's argument that the AR erred in finding that there was evidence that her property agent would pass letters in her name that were sent to the Singapore Property to her.[61] The AR did not provide references for this finding, but this conclusion is supported by Ms Hu's affidavit in which

60 Ms Hu's WS at para 45; VML's WS at para 20.

61 Ms Hu's WS at paras 43–44.

she states that she was only made known of the proceedings against her when she "coincidentally" visited Singapore for other matters and "happened to enquire with the estate agent whether there was any mail for [her]".[62] It is also Ms Hu's evidence that her property agent informed her on 29 August 2025 when the sheriff visited the Singapore Property to serve a notice of seizure and an enforcement order.[63]

121 In my view, it is proper to infer that there was some arrangement for the tenant to pass mail addressed to Ms Hu (and received at the Singapore Property) to Ms Hu's property agent, who would subsequently pass the mail to her. If Ms Hu wished to establish that she had no arrangement with her property agent for her mail to be passed to her, or to establish that she was not in Singapore when the court papers were sent to the Singapore Property, she bore the burden of proving this fact. As the AR noted,[64] Ms Hu did not provide her travel records or provide any explanation for not receiving letters sent to the Singapore Property, and only made bare assertions that she was not ordinarily resident in Singapore.[65] It is also for this reason that I do not accept the submission by Ms Hu's counsel at the hearing before me that given the evidence that a process server had attempted service at the Singapore Property and was told that Ms Hu did not reside there, the evidential burden should have shifted to VML to rebut this submission.[66] Ms Hu *had* in fact received notice of the Singapore proceedings when her property agent passed her the relevant mail (see [11] above). Her claim that this was mere coincidence because she had asked her

62 HYN1 at para 51.

63 HYN1 at para 54.

64 GD at [27].

65 HYN1 at para 48.

66 NEs at p 53 line 18 – p 54 line 30.

property agent if there was any mail for her was an unsubstantiated assertion for which no evidence was furnished.

122 Second, at the hearing before me, Ms Hu's counsel pointed to three versions of the Promissory Note: the first contained all of the relevant details (including the date of signing and the principal amount owed by Ms Hu to VML),[67] the second contained the date of signing but not the principal amount owed,[68] and the third omitted the date of signing and the principal amount owed.[69] Crucially, all three versions included the Singapore Property as the place at which Ms Hu was domiciled, and so it was this address to which the service provision in the Promissory Note applied. This service provision provided that Ms Hu agreed that "service of any legal action, or proceedings, by hand, courier delivery, mail … to [Ms Hu's] address … as set out in this promissory note shall be deemed good and sufficient service on [Ms Hu] and shall be completed upon the posting out or the sending of the same to [Ms Hu's] address … (whether or not it is received by [Ms Hu])".[70] Although s 5(1)(*a*)(iii) of the REFJA decouples notice from whether service was validly carried out, I have noted above that the method of service may be a relevant consideration in whether actual notice was received (see [108] above).

123 As for Ms Hu's submission that she had not provided the address for the Singapore Property and this was included by the VM Casino staff in the relevant contracts,[71] she does not deny signing the Promissory Note, so unless *non est*

67 Appellant's Bundle of Documents dated 26 May 2026 ("ABOD") at p 267.

68 ABOD at p 470.

69 ABOD at p 22; see also NEs at p 18 line 3 – p 21 line 13, and p 23 lines 1–17.

70 ABOD at pp 22, 267 and 470.

71 Ms Hu's WS at para 7.

factum is established (as discussed below), she must be bound by its terms. In my view, the fact that the cause papers for the Hong Kong proceedings were served on the Singapore Property in accordance with the service provision in the Promissory Note is *a* relevant factor (see too [106] for a similar approach in one Malaysian decision). It is to be *inferred* from the fact that Ms Hu had agreed to service by posting to that address, and further, that she did in fact receive other documents posted to that address (via her property agent), that she had actual notice of the foreign proceedings. I add that this conclusion is consistent with my observations (albeit in a different context) in *Re Shanghai Xinan Screenwall Building & Decoration Co, Ltd* [2022] 5 SLR 393 at [32] (cited in *DBX v DBZ* [2023] SGHC(I) 18 at [93]), that "[w]here an address is given in a contract, it is a simple inference that the address has been included to facilitate communication between the parties". I thus held in that case (at [32]) that if a notice of arbitration is served at an address that is included in a contract, that will usually amount to proper notice unless there is a manifestation of a contrary intention, or the intended recipient notified the other party of a change of address prior to the date of service. Although these comments were made in the arbitration context, I find that they are of general relevance to cases where an address is stated in a contract.

124 In short, in circumstances where there was an arrangement for mail sent to the Singapore Property to be passed to Ms Hu by her property agent, and where the address for that property was already pre-filled in contractual documents signed by Ms Hu,[72] I am satisfied that receipt of actual notice of the foreign proceedings is to be inferred on Ms Hu's part. This *was* provided in sufficient time to enable her to defend the proceedings, since the papers were served at the Singapore Property approximately three months before the Hong

72 CWK1 at para 15.

Kong Judgment was handed down: see [9] above. As such, I decline to set aside the Registration Order under s 5(1)(*a*)(iii) of the REFJA.

125 For completeness, although neither party made submissions on this, I note that the doctrine of estoppel by representation may bar Ms Hu from taking issue with the method of service in this case. The elements of representation, reliance and detriment are well-established (*Yokogawa Engineering Asia Pte Ltd v Transtel Engineering Pte Ltd* [2009] 2 SLR(R) 532 at [7]; *DJY v DJZ* [2025] 2 SLR 142 at [56]). By signing the Promissory Note which, prior to her signing, already included the service provision and the address of the Singapore Property, Ms Hu can be said to have made a clear and unambiguous representation that she agreed to receive papers at that address. This agreement in the Promissory Note was arguably relied on by VML to its detriment, in extending credit to Ms Hu pursuant to the Credit Application Agreement. However, as parties did not submit on this matter, I make no further comment.

Issue 3: The Fraud Ground for setting aside is not established

126 In arguing that the Registration Order should be set aside pursuant to s 5(1)(*a*)(iv) of the REFJA, Ms Hu submits that extrinsic fraud is established because VML would not have been able to obtain the order in Hong Kong for substituted service at the Singapore Property if not for non-disclosure of certain material facts to the Hong Kong court. In particular, VML had not informed the Hong Kong court of the alleged "serious concerns concerning the validity of the [P]romissory [N]ote",[73] such as the allegation that Ms Hu had signed documents in blank (and these were later filled in by officers of VML). Finally, Ms Hu takes issue with the AR's finding that she had not disputed that she signed the

[73] NEs at p 17 lines 21–25.

Promissory Note;[74] she alleges that she had always disputed signing the Promissory Note voluntarily.[75]

127 VML submits that the Hong Kong Judgment was not obtained by fraud, and that Ms Hu cannot avoid the legal consequences of the jurisdiction and service provisions in the Promissory Note.[76]

128 As a preliminary point, the AR noted that Ms Hu had failed to provide any case law to show what would be considered fraud under the REFJA.[77] For ease of reference, I set out s 5(1)(*a*)(iv) of the REFJA below:

> **5.**—(1) On an application in that behalf duly made by any party against whom a registered judgment may be enforced, the registration of the judgment —
>
> (*a*) shall be set aside if the registering court is satisfied —
>
> […]
>
> (iv) that the judgment was obtained by fraud; […]

129 It has been observed that the provision on fraud in the FJREA 1933 (UK) – which is substantively similar to s 5(1)(*a*)(iv) of the REFJA – is the "same as the common law rules" (*Dicey, Morris & Collins* at para 14-192). In a similar vein, the Court of Appeal in *Merck Sharp & Dohme Corp v Merck KGaA* [2021] 1 SLR 1102 held (at [37]) that it is "in principle desirable that there be broad convergence" in the "defences to the recognition of foreign judgments" under the common law and under statutes such as the REFJA (see also *Chong and Yip* at para 5.168). I thus turn to consider local case law on the ground of fraud.

74 GD at [38].

75 Ms Hu's WS at paras 53–60.

76 VML's WS at paras 58–66.

77 GD at [39].

130 In the context of a common law action to enforce a foreign judgment, the Court of Appeal in *Hong Pian Tee v Les Placements Germain Gauthier Inc* [2002] 1 SLR(R) 515 ("*Hong Pian Tee*") distinguished between extrinsic fraud and intrinsic fraud (at [21]). On the one hand, extrinsic fraud has been said to involve fraud going to the jurisdiction of the court (with one example being a judgment creditor failing to give full and frank disclosure in an attempt to mislead the court), while intrinsic fraud concerns fraud which goes to the merits of the judgment: *Eleven Gesellschaft Zur Entwicklung Und Vermarktung Von Netzwerktechonologien MBH v Boxsentry Pte Ltd* [2014] SGHC 210 at [101]–[102]. In that case, it was alleged that a judgment creditor had failed to give full and frank disclosure to a foreign court when applying for a default judgment against the judgment debtor. The High Court characterised this allegation as an allegation of extrinsic fraud, not intrinsic fraud (at [104]). On the facts of that case, there was no evidence to show that the judgment creditor had sought to deceive the foreign court (at [105]–[106]). Ms Hu relies on this case in arguing that her allegation of VML's failure to make full and frank disclosure is an allegation of extrinsic fraud.[78]

131 I find that there is no evidence of extrinsic fraud for the following three reasons. First, Ms Hu did not adduce any evidence as to what submissions VML had made before the Hong Kong court and what relevant facts were not brought to the attention of the Hong Kong court. Ms Hu only makes a bare assertion that but for non-disclosure of material facts, VML "would not have been able to obtain the order for substituted service in Hong Kong,[79] which led to the default judgment being entered in VML's favour.

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[78] Ms Hu's WS at para 55.

[79] Ms Hu's WS at para 53.

132 As noted at [122] above, three versions of the Promissory Note were highlighted at the hearing before me. Counsel's point appeared to be that the version with all the details included (including the principal amount owed) was filed before the Hong Kong court, which gave the impression that Ms Hu had agreed to her owing HK$19,351,933 to VML, when the presence of other versions of the Note cast doubt on the validity of that document. However, counsel conceded that he could "only speculate" as to whether the Promissory Note was filled in after it was signed, because he had "never been given the full account or the originals of all the documents".[80] This is clearly insufficient. The burden rests on Ms Hu, as the party seeking setting aside on the ground of fraud, to provide sufficient supporting evidence of fraud; this she has not done. Besides, even if the Promissory Note was filled in after it was signed, and this was not disclosed to the Hong Kong court, this does not necessarily establish that the Hong Kong Judgment was obtained by fraud. The fact remains that Ms Hu signed the Promissory Note and – as is explained further at [140] below – she is thus bound by it unless *non est factum* is established.

133 Second, in so far as Ms Hu submits that there were multiple versions of the Promissory Note that she had signed, that she was made to sign various documents "in blank", and that she "could not have validly consented to the onerous terms of such documents",[81] Ms Hu's counsel accepted at the hearing before me that these arguments only went towards an argument based on *non est factum*, which was a "separate" argument from the "fraud argument".[82] Counsel confirmed that the submission that the Registration Order should be set

80 NEs at p 20 lines 28–29.

81 Ms Hu's WS at para 53.

82 NEs at p 24 lines 5–11.

aside on grounds of fraud was confined to the suggestion that VML had misrepresented material facts to the Hong Kong court.[83]

134 Third, Ms Hu's claim that fraud was perpetrated because VML had disguised its gambling debt as a loan or bill of exchange is unmeritorious.[84] VML's Statement of Claim dated 8 November 2024 for its claim before the Hong Kong courts – which was adduced in an affidavit by one of VML's Hong Kong solicitors that was filed for the present proceedings – clearly explained that VML's claim against Ms Hu was pursuant to the Promissory Note, and further, that VML carried on a business as an operator of casinos in Macau.[85] There is no suggestion that the debt was "disguised" as a loan or a bill of exchange. In any case, VML has explained that there was no reason for it to have concealed the nature of its claim against Ms Hu, because Hong Kong courts have "on many occasions granted judgment in favour of foreign casinos to recover gambling debts that are legal under foreign law".[86]

135 To sum up, there is no evidence that the Hong Kong Judgment had been obtained by extrinsic fraud, in the form of VML having failed to disclose material facts to the Hong Kong court. I therefore decline to set aside the Registration Order under s 5(1)(*a*)(iv) of the REFJA.

83 NEs at p 24 lines 15–17.

84 HYN1 at para 57(c)(ii).

85 VML's Statement of Claim dated 8 November 2024, annexed in LWCV1 (RBOD at pp 400–402).

86 VML's WS at para 60, referring to LWCV1 at para 9.

Issue 4: The Jurisdiction Ground for setting aside is not established

136 The final argument raised by Ms Hu on appeal is that she had not validly consented to the Promissory Note and its jurisdiction provision. The jurisdiction provision in the Promissory Note reads:

> This promissory note shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region. [Ms Hu] irrevocably submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region over any dispute or claim arising out of or in connection with this promissory note …

137 Valid consent purportedly had not been granted by Ms Hu because: (a) she had relied on a relationship of trust and confidence with VML's representatives, especially since she was not conversant in English and could not understand documents in that language;[87] and (b) the contracts were so onerous that they were radically different from what she thought she was signing.[88] She submits that the Registration Order should be set aside under s 5(1)(*a*)(ii) of the REFJA, which I reproduce below:

> **5.**—(1) On an application in that behalf duly made by any party against whom a registered judgment may be enforced, the registration of the judgment —
>
> (*a*) shall be set aside if the registering court is satisfied —
>
> […]
>
> (ii) that the courts of the country of the original court had no jurisdiction in the circumstances of the case; […]

[87] Ms Hu's WS at paras 63–68; see also NEs at p 23 lines 23–27.

[88] Ms Hu's WS at paras 69–75.

138 VML affirms the AR's decision that Ms Hu had admitted to signing the Promissory Note and so she was bound by the jurisdiction provision in the Promissory Note.[89]

139 In my judgment, there is no basis on which to impugn the jurisdiction of the Hong Kong court because the jurisdiction provision of the Promissory Note is clearly applicable. First, Ms Hu's argument that she signed the Promissory Note due to the trust and confidence reposed in VML's representatives is not supported by the available evidence. As the AR noted,[90] it is Ms Hu's own evidence that while at MBS, she would routinely sign documents provided by Zhang as she thought that that was "MBS's normal protocols for formal paperwork".[91] Indeed, it is also Ms Hu's own evidence that she was an "Elite" and "Paiza" card member at the MBS casino (with "Paiza" apparently being the highest tier of membership at MBS), who patronised the casino regularly and was used to signing documents at the casino.[92] Ms Hu later enjoyed the same status at the VM Casino,[93] and she was introduced by Zhang to a staff member at the VM Casino, who provided her with the relevant forms to sign in 2023 (see [6] above). I agree with the AR that in so far as Ms Hu had signed the documents for MBS in the belief that that was part of the "normal protocols", that suggests that she had not signed the later documents *due to the trust and confidence reposed in VML's representatives*.

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89 VML's WS at paras 67–73.

90 GD at [54].

91 HYN1 at para 7.

92 VML's WS at para 70; see also HYN1 at paras 6–7.

93 HYN1 at paras 8 and 22.

140 Second, Ms Hu's arguments as summarised at [137] above ignore the fundamental principle that "one is generally bound by one's signature on a contract even if one is unaware of the existence or effect of some particular term in the contract", unless *non est factum* is established: *Marina Bay Sands Pte Ltd v Ong Boon Lin Lester* [2013] 4 SLR 593 ("*Lester Ong*") at [38]; see also *Mahidon Nichiar bte Mohd Ali v Dawood Sultan Kamaldin* [2015] 5 SLR 62 at [119]. It is only in "very limited circumstances" that *non est factum* can be pleaded as a defence, and this requires proof that there was a "radical" difference "between the document actually signed and the document it was believed to be", and further that the signer was not negligent as to what he/she was signing: *Lester Ong* at [38].

141 While Ms Hu claims that the contracts she signed contained onerous clauses (including the jurisdiction provision in the Promissory Note), and that this proved the "radical differences" between what she thought she was signing and what she actually did sign,[94] I am unable to agree with this submission. The mere fact that Ms Hu did not (or purportedly could not) read the contracts before signing, and so did not know what she was signing, does not explain why there was the requisite radical difference.

142 I also reject Ms Hu's argument that she had not known that she was agreeing to the onerous terms of the Promissory Note because she had signed it in blank.[95] Even for the version of the Promissory Note which contained various blank sections, the jurisdiction provision was a part of the document signed by Ms Hu.[96] Further, on the same day on which she signed the Promissory Note

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94 Ms Hu's WS at paras 8 and 71–72.

95 Ms Hu's WS at para 72.

96 ABOD at p 22.

and the Credit Application Agreement, Ms Hu also signed the Letter of Authorisation, which expressly provided that she agreed to give VML the "authority to fill in the missing details on the Promissory Note with a view to presenting it for payment and/or taking enforcement action against [her], in the event that [she] default[ed] under the [Credit Application Agreement]".[97] Having signed this document, Ms Hu is bound by its terms unless it is proven that the document was so "radically different" from what she thought she had signed (*Lester Ong* at [39]), but no evidence of this has been provided by Ms Hu.

143 In sum, I am of the view that Ms Hu has failed to prove that she had not validly consented to the Promissory Note (and thus the jurisdiction provision in the Promissory Note), whether on the grounds of *non est factum* or the trust and confidence reposed in VML's representatives.

Issue 5: There is no reason to order a trial for the Fraud and Jurisdiction Grounds

144 In my judgment, the AR did not err in finding that the affidavits filed in this matter are sufficient for a determination of the issues. Ms Hu has not explained why a trial would help to resolve what are, in her words, "diametrically contradictory accounts of the parties".[98] Given the affidavits that have already been filed and considered by the AR and this court on appeal, it is unclear what benefit would be gleaned from the calling and cross-examining of witnesses who have already given affidavit evidence. There is also no necessity for a trial given my conclusions above that the Fraud and Jurisdiction Grounds

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97 RBOD at pp 558–559.

98 Ms Hu's WS at para 75.

for setting aside are not made out. I therefore do not allow Ms Hu's appeal on this issue.

Conclusion

145 For the reasons above, I allow Ms Hu's appeal in part.

146 Given my conclusions above on Issue 1 (*ie*, the Public Policy Ground), I allow Ms Hu's appeal against the part of the AR's decision dismissing her application to set aside the Registration Order, and accordingly, I set aside the Registration Order pursuant to s 5(1)(*a*)(v) of the REFJA. However, I dismiss Ms Hu's appeal against the part of the AR's decision determining that a trial of issues is not required.

147 Turning to costs, I set aside the order of costs below and award Ms Hu costs on the standard basis here and below. If the quantum of such costs cannot be agreed within 14 days of this judgment, either party may write in for directions.

Philip Jeyaretnam
Judge of the High Court

Tan Teck San Kelvin, Chng Teck Kian Desmond (Zhuang Deqiang) and Justin Lai Jun Yu (Drew & Napier LLC) for the claimant;
Chia Chee Hyong Leonard (Asia Ascent Law Corporation) for the defendant.