

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

[2026] SGHC 184

Originating Claim No 89 of 2025 (Summons No 751 of 2026)

Between

- (1) Arief Purwada (in his capacity
as the Administrator of the
Estate of Indriaty Purwada,
deceased)
- (2) Arief Purwada (in his capacity
as the Administrator of the
Estate of Purwanto, deceased)
- (3) Arief Purwada

... Applicants

And

UBS AG

... Non-party

Originating Claim No 89 of 2025 (Summons No 752 of 2026)

Between

- (1) Arief Purwada (in his capacity
as the Administrator of the
Estate of Indriaty Purwada,
deceased)
- (2) Arief Purwada (in his capacity
as the Administrator of the
Estate of Purwanto, deceased)
- (3) Arief Purwada

... Applicants

And

DBS Bank Limited

... *Non-party*

Originating Claim No 89 of 2025 (Summons No 753 of 2026)

Between

- (1) Arief Purwada (in his capacity
as the Administrator of the
Estate of Indriaty Purwada,
deceased)
- (2) Arief Purwada (in his capacity
as the Administrator of the
Estate of Purwanto, deceased)
- (3) Arief Purwada

... *Applicants*

And

Deutsche Bank
Aktiengesellschaft

... *Non-party*

Originating Claim No 89 of 2025 (Registrar's Appeal No 170 of 2026)

Between

- (1) Arief Purwada (in his capacity
as the Administrator of the
Estate of Indriaty Purwada,
deceased)
- (2) Arief Purwada (in his capacity
as the Administrator of the
Estate of Purwanto, deceased)
- (3) Arief Purwada
- (4) Hajaty Purwada
- (5) Hertati Purwada

... *Claimants*

And

- (1) Arianto Purwada
- (2) Regent Ventures Pte Ltd
- (3) Trident Trust Company
(Singapore) Pte Limited

... *Defendants*

JUDGMENT

[Banking — Bankers' books — Proceedings — Interlocutory]
[Banking — Secrecy — Banking Act 1970 (2020 Rev Ed)]
[Banking — Secrecy — Exceptions]
[Civil Procedure — Discovery of documents — Application — Bankers'
books]

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Re Arief Purwada (in his capacity as the administrator of the estate of Indriaty Purwada, deceased) and others and other matters (UBS AG and others, non-parties)

[2026] SGHC 184

General Division of the High Court — Originating Claim No 89 of 2025
(Summonses Nos 751, 752 and 753 of 2026, and Registrar's Appeal No 170 of 2026)

Philip Jeyaretnam J
8 July, 3 August 2026

10 September 2026

Judgment reserved.

Philip Jeyaretnam J:

Introduction

1 HC/SUM 751/2026 (“SUM 751”), HC/SUM 752/2026 (“SUM 752”) and HC/SUM 753/2026 (“SUM 753”) are three applications for the production of documents by the applicants against three banks – UBS AG (“UBS”), DBS Bank Limited (“DBS”) and Deutsche Bank Aktiengesellschaft (“Deutsche Bank”) respectively. I will refer to the three summonses collectively as “SUM 751 to 753”. These summonses were filed by the first to third claimants in the main action (HC/OC 89/2025, “OC 89”): *ie*, Mr Arief Purwada in his capacity as administrator of both of his late parents’ estates, and also in his personal capacity. For the purposes of SUM 751 to 753, I will refer to Mr Arief Purwada in these three capacities as the “Applicants”. I will refer to all of the claimants in the main action as the “Claimants”.

2 The present applications give rise to an important question regarding the interaction between O 11 r 11 of the Rules of Court 2021 (2020 Rev Ed) (“ROC 2021”) and what is commonly known as the bankers’ books exception to the general prohibition against the disclosure of customer information by banks. At the hearing on 8 July 2026, I rejected requests 1 and 2 in SUM 751, and reserved my judgment on the remaining requests in SUM 751 to 753. I allowed parties to file further written submissions on this issue, and further oral submissions were made at a hearing on 3 August 2026.

3 This is my judgment on the remaining requests in SUM 751 to 753, as well as HC/RA 170/2026 (“RA 170”). That Registrar’s Appeal was filed by Mr Arianto Purwada (“1st Defendant”) on 7 July 2026, in respect of nine orders made by the learned Assistant Registrar (“AR”) in her decision on HC/SUM 1088/2026 (“SUM 1088”) dated 22 June 2026. SUM 1088 was the Claimants’ application for production of documents against the 1st Defendant. The nine orders that are the subject of RA 170 are substantively similar to several of the requests made in SUM 751 to 753.

Background

4 For present purposes, the relevant facts can be briefly summarised. The 3rd claimant (Mr Arief Purwada), the fourth claimant (Ms Hajaty Purwada), the fifth claimant (Ms Hertati Purwada) and the 1st Defendant (Mr Arianto Purwada) are siblings. Their mother, Mdm Indriaty Purwada (“Mother”), and their father, Mr Purwanto (“Father”), passed away on 4 September 2022 and 17

February 2023 respectively.¹ I will refer to the Mother and the Father collectively as the “Parents”.

5 OC 89 is an action by the Claimants against, among others, the 1st Defendant for allegedly misappropriating assets in bank accounts of which either one or both of the Parent(s) were joint account-holders.² Counsel for the Claimants had sought information and documents from various banks, including UBS, DBS and Deutsche Bank, from 2023 to 2026, in order to determine what (if any) assets had been transferred by the 1st Defendant.³ It is the Applicants’ case that the 1st Defendant had obstructed their information-gathering requests.

6 The Claimant thus commenced SUM 751 to 753, seeking disclosure of documents by the three non-party banks.

Applicable legal principles

7 Before addressing the merits of SUM 751 to 753, I first address the law on production of documents by non-party banks, and its interaction with the law on banking secrecy.

8 The starting point is that pursuant to s 18(2) of the Supreme Court of Judicature Act 1969 (2020 Rev Ed), the General Division of the High Court has the powers set out in the First Schedule of that Act, and para 12 of the First Schedule provides for the power of the court to “order discovery of facts or

¹ Applicants’ Written Submissions for SUM 751 dated 30 June 2026 (“AWS for SUM 751”) at paras 10–11; 1st Defendant’s Written Submissions dated 30 June 2026 (“1DWS”) at paras 18–19.

² AWS for SUM 751 at paras 14–18; 1DWS at paras 22–23.

³ AWS for SUM 751 at paras 19–26; Applicants’ Written Submissions for SUM 752 dated 30 June 2026 (“AWS for SUM 752”) at paras 16–32; Applicants’ Written Submissions for SUM 753 dated 30 June 2026 (“AWS for SUM 753”) at paras 17–31.

documents by any party to the proceedings or by any other person in such manner as may be prescribed by Rules of Court ...”. In turn, the governing provision for production against non-parties is O 11 r 11 of the ROC 2021, which provides as follows:

Production before action or against non-parties (O. 11, r. 11)

11.—(1) The Court may order the production of documents and information before the commencement of proceedings or against a non-party to identify possible parties to any proceedings, to enable a party to trace the party’s property or for any other lawful purpose, in the interests of justice.

(2) The Court must not order a document to be produced if its production cannot be compelled in law.

(3) A non-party is entitled to all reasonable costs arising out of such an application.

9 However, the law on banking secrecy is engaged if the non-party in question is “a bank in Singapore”, from whom “customer information” is sought. This is because s 47(1) of the Banking Act 1970 (2020 Rev Ed) (“BA”) provides that “[c]ustomer information must not, in any way, be disclosed by a bank in Singapore or any of its officers to any other person except as expressly provided in this Act”. Evidently, information that does not constitute “customer information” – as defined in s 40A of the BA – does not fall within s 47(1) of the BA and so is not subject to the rules on banking secrecy. Exceptions to the general rule on non-disclosure of customer information are “expressly provided” in s 47(2) of the BA, which provides that a bank in Singapore *may* disclose customer information to persons specified in the second column of the Third Schedule to the BA, for the purposes specified in the first column of that Schedule, and in compliance with such conditions as may be specified in the third column of that Schedule.

10 One of the exceptions which parties referenced in the present case is that set out in para 7 of Part 1 of the Third Schedule, which provides that where disclosure “is necessary for compliance with an order of the Supreme Court or a Judge sitting in the Supreme Court pursuant to the powers conferred under Part 4 of the Evidence Act 1893”, disclosure of customer information may be made to “[a]ll persons to whom the disclosure is required to be made under the court order”. This has been termed the “Bankers’ Books Exception”.

11 Part 4 of the Evidence Act 1893 (2020 Rev Ed) (“EA”) is titled “Bankers’ Books”. Section 175(1) of the EA – which is located within Part 4 of the EA – provides that “[o]n the application of any party to a legal proceeding, the court or a Judge may order that such party be at liberty to inspect and take copies of any entries in a banker’s book for any of the purposes of such proceedings”. It is well-established that s 175 *itself* does not “confer an independent right of discovery” (*Success Elegant Trading Ltd v La Dolce Vita Fine Dining Co Ltd* [2016] 4 SLR 1392 (“*SETL*”) at [92]) and Part 4 of the EA “does not expand a party’s right of discovery” (*Wee Soon Kim Anthony v UBS AG* [2003] 2 SLR(R) 91 (“*Wee Soon Kim Anthony*”) at [19]). Instead, s 175 “only provides for the court’s power to make a disclosure order and is not a substantive basis that grounds a disclosure application”: *Ong Jane Rebecca v Lim Lie Hoa* [2023] 5 SLR 656 (“*Ong Jane Rebecca*”) at [45].

12 In relation to applications for discovery made under the Bankers’ Books Exception, a three-step test was proposed in *Ong Jane Rebecca* at [41]: (a) whether the documents sought fall within the definition of “bankers’ books” under s 170 of the EA; (b) if so, whether the proceeding in which the application for inspection was made is a “legal proceeding” under the terms of s 175(1) of the EA; and (c) if so, whether the court should exercise its discretion to order inspection. I will refer to this test as the “Bankers’ Books Exception Test”, all

three limbs of which must be satisfied before the non-party bank can be ordered to produce the relevant documents. I will elaborate on each of these limbs below. Not only may documents that fall under the Bankers' Books Exception be ordered to be disclosed by banks, but copies of those documents may also be received as *prima facie* evidence of the truth of their contents, without a bank officer needing to be called to testify: *per* s 171 of the EA; see also *La Dolce Vita Fine Dining Co Ltd v Zhang Lan* [2022] 5 SLR 602 ("*La Dolce Vita*") at [23]; *Chua Kok Tee David v DBS Bank Ltd* [2015] 5 SLR 231 at [47]–[50].

Interaction between O 11 r 11 of the ROC 2021 and s 175 of the EA

13 I pause at this juncture to consider the interaction between O 11 r 11 of the ROC 2021 and s 175 of the EA. The Applicants submit that even if the Bankers' Books Exception does not apply, the court may still order the production of bankers' books containing customer information under one limb in O 11 r 11(1) of the ROC, which provides that production may be ordered "for any other lawful purpose, in the interests of justice".⁴ The 1st Defendant disagrees, submitting that O 11 r 11 of the ROC 2021 does not provide an alternative route to seek an order for production of customer information by a bank, as the Third Schedule to the BA is "exhaustive of the situations where banking secrecy may be disregarded".⁵

14 Having considered the parties' written and oral submissions, I accept the 1st Defendant's submissions and reject the Applicants' proposed approach for the following reasons.

⁴ Applicants' Further Written Submissions dated 22 July 2026 ("AFWS") at paras 9–27.

⁵ 1st Defendant's Further Written Submissions dated 22 July 2026 ("1DFWS") at paras 2–11.

15 First, the Court of Appeal has clarified that s 47 of the BA provides “the exclusive regime governing banking secrecy in Singapore”, so there is “no room” for common law exceptions to banking secrecy to apply: *Susilawati v American Express Bank Ltd* [2009] 2 SLR(R) 737 (“*Susilawati*”) at [67] (applied in *La Dolce Vita* at [22]). I therefore reject the Applicants’ reliance on English case law (see *Re Howglen Ltd* [2001] BCC 245 and *Barclays Bank plc v Citibank N.A.* [2024] EWHC 53 (Ch)) in which disclosure of banking documents were ordered under the English Civil Procedure Rules *even though they did not fall within the bankers’ books exception in English law*.⁶ Such an approach is not permissible in Singapore, in which the only exceptions to the s 47(1) BA rule on banking secrecy are – *per* s 47(1) read with s 47(2) of the BA – provided for in the Third Schedule to the BA. The English authorities cited by the Applicants thus do not support the proposition that O 11 r 11 of the ROC 2021 allows for disclosure of documents caught by the rule on banking secrecy that do not fall within the Bankers’ Books Exception.

16 Second, the Applicants cite *Alliance Divine Impex Pte Ltd v Arulappan Tony* [2025] 3 SLR 68 (“*Alliance Divine Impex*”),⁷ in which Goh Yihan J suggested that based on the binding authority of *Goh Seng Heng v Liberty Sky Investments Ltd* [2017] 2 SLR 1113 (“*Goh Seng Heng*”), the applicant could rely on O 11 r 11(1) of the ROC 2021 to compel a non-party bank to disclose a customer’s banking documents via a court order, without relying on s 175 of the EA (see [34]). However, Goh J had also expressed doubts on whether this position was tenable if he was not bound by the authority in *Goh Seng Heng*, because the Third Schedule of the BA “is exhaustive of the situations where banking secrecy may be disregarded”, so the BA arguably might not allow s 175

⁶ AFWS at paras 22–27.

⁷ AFWS at paras 10–14.

of the EA to be circumvented by allowing recourse to be had to O 11 r 11 instead (at [33]).

17 I note first that Goh J’s comments in *Alliance Divine Impex* on whether O 11 r 11(1) provides an alternative ground to obtain banking documents were *obiter dicta* since it was held there that the applicant was entitled to an inspection order under s 175(1) of the EA (see [30] and [36]). In any case, that decision, being a decision by a court of co-ordinate jurisdiction, is not binding on me (*Naresh Kumar s/o Nagesvaran v Public Prosecutor* [2025] 4 SLR 1068 at [44]). With respect, I do not agree that *Goh Seng Heng* is a binding authority for the proposition that O 11 r 11 may allow for production of banking documents that do not otherwise fall within the Bankers’ Books Exception.

18 In *Goh Seng Heng*, the Court of Appeal allowed the applicant’s appeal against the High Court’s decision to order a non-party bank to disclose certain banking documents. As the 1st Defendant in the present case correctly noted, *Goh Seng Heng* concerned an application for a *Norwich Pharmacal* order and/or a *Bankers Trust* order (see *Liberty Sky Investments Ltd v Overseas-Chinese Banking Corp Ltd* [2017] SGHC 20 at [23]; *Goh Seng Heng* at [32]).⁸ The Applicants in the present case also rightly acknowledge that the Bankers’ Books Exception “did not feature at all” in the Court of Appeal’s analysis of the production issue in *Goh Seng Heng*.⁹ The interaction between that exception and the predecessor to O 11 r 11 of the ROC 2021 (*ie*, O 24 r 6(5) of the Rules of Court (Cap 322, R 5, 2014 Rev Ed), which was applicable at the material time)

⁸ 1DFWS at para 10.

⁹ AFWS at para 18.

also was not considered by the Court of Appeal.¹⁰ Indeed, the ROC, the BA and the EA were not even referenced in that judgment.

19 Further, without any specific paragraph from *Goh Seng Heng* being cited in *Alliance Divine Impex* at [34], it is unclear which part of the Court of Appeal's reasoning was found to be binding by Goh J. In so far as Goh J in *Alliance Divine Impex* may have cited *Goh Seng Heng* for the court's observation (at [32]) that it retained the discretion to consider issues of necessity, justice and convenience in deciding whether to allow the production application, that comment was made by the Court of Appeal in deciding whether a *Bankers Trust* order should be granted. As I explain in the next paragraph, that is a different issue from the Bankers' Books Exception. In short, I reject the Applicants' argument in reliance on *Alliance Divine Impex* that O 11 r 11 may provide an alternative to the Bankers' Books Exception for the production of banking documents.

20 Third, in so far as the Applicants refer to case law on *Bankers Trust* orders, that is misguided. The Applicants point to *SETL* and *Goh Seng Heng* as examples in which *Bankers Trust* orders were made for the production of banking documents even though the Bankers' Books Exception either did not apply or was not considered. That is said to show that the Bankers' Books Exception does not serve as an exhaustive or overriding limit on the court's power to order disclosure of banking documents by non-party banks.¹¹ I disagree.

¹⁰ 1DFWS at paras 9 and 11.

¹¹ AFWS at paras 15–21.

21 A *Bankers Trust* order is a disclosure order that may be made against a bank to preserve or trace an asset: see *Singapore Civil Procedure 2026* vol 1 (Cavinder Bull SC gen ed) (Sweet & Maxwell, 2026) (“*Singapore Civil Procedure 2026*”) at para 11/11/4. The second limb in O 11 r 11(1) – ie, production to enable a party to trace his assets – has been said to “[reflect] *Bankers Trust* orders”: see *Singapore Rules of Court: A Practice Guide* (Chua Lee Ming editor-in-chief and Paul Quan gen ed) (Academy Publishing, 2nd ed, 2026) (“*Singapore Rules of Court: A Practice Guide*”) at para 11.043. However, even if the prerequisites to granting a *Bankers Trust* order have been satisfied, that does not mean that such an order can be granted if the law on banking secrecy is engaged. One of the statutory exceptions to the rule in s 47(1) of the BA must be established before a *Bankers Trust* order in relation to documents containing customer information can be made. This is indeed supported by a careful reading of *SETL* and *Goh Seng Heng*.

22 In *SETL*, even after finding that ordering pre-action disclosure against two banks under O 24 r 6(5) of the Rules of Court (Cap 322, R 5, 2006 Rev Ed) was justified (see [1]–[2] and [53]–[82]), the court addressed the issue of banking secrecy under s 47 of the BA. I do not agree with the Applicants’ reading of this case as showing that “a [*Bankers Trust* order] can be wider than the scope of an order under the Bankers’ Books Exception”.¹² In fact, I find that the Bankers’ Books Exception Test (which was set out in case law post-dating *SETL*) can be mapped onto the reasoning of the court in *SETL*. It was held in *SETL* that s 175 of the EA applied because the very applications for disclosure made by the applicant against the two banks each constituted the “legal proceeding” within the meaning of s 175 of the EA (see [87]–[93]). That means that the second limb of the Bankers’ Books Exception Test was satisfied. Since

¹² AFWS at para 19.

the court had found that it was “just and necessary for the disclosure orders to be made” (*SETL* at [81]–[82]), that means that the third limb of the Bankers’ Books Exception Test was also satisfied. The remaining question is whether the documents sought (see *SETL* at [2]) were bankers’ books – and on this, I had previously expressed doubt in a different case on whether the account opening forms sought (and ordered to be disclosed) in *SETL* were bankers’ books (*La Dolce Vita* at [27]). However, that point was not argued before the High Court in *SETL* and there was no appeal. In short, the fact of the matter is that the court in *SETL* did consider the banking secrecy rule – and it is clear from the court’s reasoning that it considered that the s 175 EA exception was applicable.

23 As for *Goh Seng Heng*, the Applicants’ argument that the Court of Appeal had not considered the Bankers’ Books Exception misses the point. As noted above, the court had allowed the appeal against the High Court judge’s order for the bank to disclose banking documents, finding – *inter alia* – that there was no *prima facie* evidence of fraud (see [33]–[55]), and also that the party applying for production had not come to court with clean hands (see [56]–[60]). Since there was no basis to order production of any documents containing customer information, it is unsurprising that the court did not consider the Bankers’ Books Exception. There simply was no need to.

24 For the reasons above, I do not accept the Applicants’ submission that O 11 r 11 of the ROC 2021 provides an alternative avenue to obtain an order for disclosure of customer information by banks even if the Bankers’ Books Exception is not satisfied. The Third Schedule to the BA is exhaustive of the situations where banking secrecy may be disregarded (*Susilawati* at [67]; *Alliance Divine Impex* at [33]).

Summary

25 To sum up, therefore, the following analytical framework can be gleaned from the case law on applications for production orders against non-party banks in Singapore:

(a) First, the court should consider if the information sought from the bank(s) constitutes “customer information” as defined in s 40A of the BA. If not, the law on banking secrecy does not apply and the only question that remains is whether production should be ordered against the non-party bank under O 11 r 11(1) of the ROC. In this connection, the following principles are relevant:

(i) The production of documents must be for at least one of the following purposes: (a) to identify possible parties to any proceedings; (b) to enable a party to trace the party’s property; or (c) for any other lawful purpose. Specifically on the final purpose, it has been observed that the court – under the Rules of Court 2014 – has the power to order non-party disclosure “subject to the requirements of relevance, necessity and possession, custody or power over the document by the person against whom the document was sought”. Under the ROC 2021, these principles “remain generally helpful” but must be read in the light of the “new requirements” under O 11, such as the test of “materiality”: *Singapore Rules of Court: A Practice Guide* at para 11.044; see also *Gillingham James Ian v Fearless Legends Pte Ltd* [2023] SGHCR 13 (“*Gillingham*”) at [15]–[16]. For production applications in actions that have already commenced, the issues in the case are to be determined from the parties’ pleadings: *Hu Yinan v Peh Chin Hua* [2026] SGHC 103 at [8],

cited in *Tumyu Ltd v TLC Northcote Development Ltd* [2026] SGHCR 27 at [64].¹³

(ii) Production must also be “in the interests of justice”, and it has been suggested that case law under the ROC 2014 on when it would be *just* to make a discovery order remains relevant under the ROC 2021: *Alliance Divine Impex* at [34]; *Gillingham* at [18]; *Singapore Civil Procedure 2026* at 11/11/6. In particular, it was held in *Intas Pharmaceuticals Ltd v DealStreetAsia Pte Ltd* [2017] 4 SLR 684 at [35] that various non-exhaustive factors should be taken into account, including the “degree of relevance of the material to the issues pertaining to the cause of action” and the “scope or width of the documents or information being sought”.

(b) On the other hand, if the information sought is customer information, the second step of the framework requires the court to consider if any of the exceptions in the Third Schedule to the BA apply. If none of the exceptions apply, the bank cannot be ordered to produce the information, because the production “cannot be compelled in law” (see O 11 r 11(2) of the ROC).

(c) Third, if a party seeks to rely on para 7 of Part 1 of the Third Schedule (*ie*, the Bankers’ Books Exception), the aforementioned Bankers’ Books Exception Test must be applied. If that test is not satisfied, the bank cannot be ordered to produce the information, once again, because the production “cannot be compelled in law” (see O 11 r 11(2) of the ROC). However, if the test is satisfied, then the court may

¹³ 1DWS at paras 45–46.

order the bank to produce the requested information, and if so ordered, the bank would be entitled to all reasonable costs arising out of the application (see O 11 r 11(3) of the ROC).

26 I now turn to apply these principles to the requests in SUM 751 to 753, and RA 170. I begin by setting out my decision on several requests that overlap across SUM 751 to 753.

Overlapping requests for SUM 751 to 753

27 First, there are several requests for disclosure of documents to which *neither* the 1st Defendant *nor* the non-party bank from whom disclosure is sought objects. These requests are:

- (a) For SUM 752, Requests 1, 2, 3, 5A, 5B, 6 and 7A; and
- (b) For SUM 753, Requests 1 and 2.

28 These requests *all* relate to documents or information in respect of the period *before* the Parents’ death. With the exception of Request 3 of SUM 752 (which is regarding a specific call in 2020), the other requests are in respect of bank accounts or safe deposit boxes of which the Parents were either the only joint account-holders or were joint account-holders with the 1st Defendant. This means that even if any banking secrecy issue was engaged, the exception under para 1 of Part 1 of the Third Schedule to the BA would apply. That provision allows for disclosure of customer information to be made to the “appointed personal representative” of a bank’s deceased customer. Disclosure to the 1st or 2nd claimant (*ie*, Mr Arief Purwada *qua* administrator of the Mother’s or the Father’s estate) would thus be permitted. As such, and since no objection has

been raised to these requests by any party or non-party in this case, I grant these nine requests in SUM 752 and SUM 753.

29 Second, I turn to the remaining requests for documents or information which are *purportedly* in respect of the period *before* the Parents’ death. These requests are:

- (a) For SUM 752: Requests 5, 7 and 8.1; and
- (b) For SUM 753: Request 3.1.

30 Preliminarily, I note that Request 5 of SUM 752 seeks correspondence, voice logs and/or call notes of communications between the 1st Defendant and any DBS representative “between 4 September 2022 [*ie*, the date of passing of the Mother] until the date of closure of the following listed accounts ...”. Although the Applicants had included this request under the category of requests applicable to the period *before* the Parents’ deaths,¹⁴ the Applicants’ counsel stated in oral submissions that these four accounts were open at the time of the deaths of both Parents. This is corroborated by the summary table of the Parents’ known bank accounts in Annex A to the Statement of Claim (Amendment No. 4) (“SOC”).¹⁵ In short, Request 5 of SUM 752 straddles periods before and after the Parents’ deaths (*ie*, Groups A and B). However, this ultimately does not affect my analysis of this request because the four DBS accounts to which Request 5 relates are joint accounts held only by the Parents (and not the 1st Defendant).¹⁶ It is only argued that the 1st Defendant was given

¹⁴ AFWS at Annex B (Group A).

¹⁵ Applicant’s Bundle of Documents for SUM 751 dated 30 June 2026 (Volume 1) (“ABOD1”) at pp 140–143; Statement of Claim (Amendment No. 4) (“SOC”) at paras 94–96.

¹⁶ ABOD1 at p 141.

a mandate to give instructions regarding these DBS accounts.¹⁷ The law on banking secrecy is therefore not engaged since the 1st Defendant was not a customer in relation to those four DBS accounts, and so the information sought regarding those accounts does not amount to the 1st Defendant's "customer information" as defined in s 40A of the BA: see [25(a)] above. The only remaining question is the materiality of the requested documents, which I address at [32]–[34] below.

31 As for the other three requests (*ie*, Requests 7 and 8.1 of SUM 752, and Request 3.1 of SUM 753), they all relate to bank accounts of which either both Parents or one parent were/was joint account-holder(s). Therefore, *even if any banking secrecy issue arose*, the exception in para 1 of the Third Schedule to the BA (for personal representatives of a bank's deceased customer) would apply. Disclosure to Mr Arief Purwada – *qua* the administrator of both Parents' estates – would be permitted.

32 In short, the law on banking secrecy does not preclude the granting of the aforementioned four Requests in SUM 752 or SUM 753 (see [29] above). While neither DBS nor Deutsche Bank objects to these Requests, the 1st Defendant disputed their materiality. The 1st Defendant had in fact made a similar argument before the AR in SUM 1088.¹⁸ This is relevant because – barring slight changes to the terms and the date ranges for some requests – Requests 5, 7 and 8.1 of SUM 752 are *largely* similar to orders S/N 22, 23 and 24 that the AR made in SUM 1088,¹⁹ while Request 3.1 of SUM 753 is *largely*

¹⁷ Defence (Merits) (Amendment No. 4) dated 28 May 2026 ("Defence") at para 113C.

¹⁸ AR's Decision dated 22 June 2026 for SUM 1088 ("Decision") at [39].

¹⁹ Notice of Appeal for RA 170 dated 7 July 2026 ("RA 170 NOA"), Prayer 2(1)(v), 2(1)(vi) and 2(1)(vii).

similar to order S/N 18 made by the AR in SUM 1088.²⁰ One difference is that the Requests in SUM 752 and SUM 753 seek disclosure from the non-party banks (DBS and Deutsche Bank), while the orders made by the AR in SUM 1088 require disclosure by the 1st Defendant of the relevant documents if they are in his possession or control.

33 I find that the Requests are material. The AR rightly observed that the requested documents may “shed light on what had been conveyed by the [1st Defendant] and discussed with the bank representatives” regarding – *inter alia* – the movement/ transfer/ withdrawal of assets from the accounts and the closure of those accounts.²¹ The 1st Defendant’s reference to *his own defence* that he was the sole beneficial owner of the accounts and so “entitled to handle the money as his own”²² is insufficient; the Claimants’ position in the main action is that the 1st Defendant had, among others, breached his fiduciary duties owed to the Parents/ the Parents’ estates by misappropriating assets (including those in the accounts that form the subject of Requests 5, 7 and 8.1 in SUM 752, and Request 3.1 in SUM 753).²³ The requested information is clearly relevant to the Applicants’ intended causes of action, which is one of the non-exhaustive factors to be taken into account in determining if it would be in the interests of justice under O 11 r 11(1) of the ROC 2021 to order disclosure (see [25(a)] above). More specifically, it is expressly pleaded in the SOC that the 1st Defendant had allegedly made unauthorised transfers in or out of (as the case may be) the following accounts:

²⁰ RA 170 NOA, Prayer 2(1)(ii).

²¹ Decision at [40].

²² 1DWS at para 54.

²³ SOC at paras 107(b), 108 and 109.

- (a) Three of the four DBS accounts listed in Request 5 of SUM 752 (namely, account numbers [xxx], [xxx] and [xxx]).²⁴ Although the final DBS account (Foreign Currency Account (USD) No. [xxx]) contained *no funds* as of the date of the Mother's death and the date of the Father's death (according to the Applicants),²⁵ I note that this is disputed by the 1st Defendant.²⁶ It may also be possible that funds were moved in or out of that account between the date of the Mother's and the Father's deaths;
- (b) The DBS accounts listed in Request 7 of SUM 752;²⁷
- (c) The DBS accounts listed in Request 8.1 of SUM 752;²⁸ and
- (d) The Deutsche Bank accounts listed in Request 3.1 of SUM 753.²⁹

34 I add two points for completeness. First, given my conclusion above on the materiality of the Requests, whether or not the Father was involved in banking matters after the Mother's passing (which the 1st Defendant argues was limited),³⁰ is not crucial. In any case, I note that the AR had only raised this point as a supplementary reason to find that the Requests were material, because *if* any of the disclosed documents showed that the Father had indeed given instructions to the banks, that might be relevant to the disputed issue of his mental capacity at the material time.³¹ I do not find that the AR erred in so

²⁴ SOC at paras 94 and 95.

²⁵ SOC at para 94(b).

²⁶ Defence at para 112.

²⁷ SOC at paras 93(a) and 93(b).

²⁸ SOC at paras 74, 95(c) and 95(d).

²⁹ SOC at paras 18(c), 82(b), 93(e), 93(f), 93(g), 97(g) and 97(h).

³⁰ 1DWS at paras 57–60.

³¹ Decision at [40].

reasoning. Second, I reject the 1st Defendant’s other argument, in reliance on *Tan Chin Seng v Raffles Town Club* [2002] 1 SLR(R) 1176 at [15], among other cases, that material should not be ordered to be disclosed if it would be used “solely for cross-examination of a witness as to credit”.³² Requests 5, 7 and 8.1 in SUM 752, and Request 3.1 in SUM 753, are not made for such a purpose; as explained above, these requests may reveal what instructions had been given (if any) by the 1st Defendant to the banks, which is potentially relevant to the Applicants’ intended causes of action.

35 I now turn to the remaining requests made against each of the three non-party banks.

Requests for production by UBS in SUM 751

Preliminary issue regarding two voice logs disclosed by UBS to the 1st Defendant

36 As a preliminary point, the parties noted that UBS had previously provided two redacted voice logs (“Two Redacted Voice Logs”) to the 1st Defendant, and the Two Redacted Voice Logs were included in the Affidavit of Evidence-in-Chief of Tan Sai Fong (“Ms Tan”) dated 29 December 2025.³³ The Two Redacted Voice Logs were redacted transcripts of two calls held between Ms Tan and the 3rd claimant (*ie*, Mr Arief Purwada in his personal capacity) on 8 June 2017 and 15 August 2017.³⁴ The Applicants’ overarching point was that it was unfair and inconsistent for the 1st Defendant to resist production of

³² 1DWS at para 61.

³³ Letter from 1st and 2nd Defendants to Court dated 22 July 2026 (“12Ds’ Letter”) at Annex 3.

³⁴ Affidavit of Evidence-in-Chief of Ms Tan dated 29 December 2025 at paras 21–24 (ABOD1 at pp 749–750).

correspondence or other documentation of conversations that he had with the non-party banks, when he had himself obtained such voice logs of conversations between the 3rd claimant and UBS.

37 The 1st Defendant and the non-party, UBS, submitted that the Two Redacted Voice Logs did not contain any customer information and so did not engage the rules on banking secrecy. That those logs were disclosed by UBS to the 1st Defendant in 2025 therefore was said to be consistent with the 1st Defendant's and/or UBS's current position(s) that Requests 3 and 4 of SUM 751 should not be granted.³⁵

38 In my view, the disclosure of the Two Redacted Voice Logs by UBS was not inconsistent with the 1st Defendant's and UBS's positions on Requests 3 and 4 of SUM 751. Having reviewed the Two Redacted Voice Logs, I am satisfied that they do not contain Mr Arief Purwada's "customer information" as defined in s 40A of the BA, so the two logs give rise to no banking secrecy issue. The redacted voice logs instead pertain generally to the Purwada family relationships and the roles that the Purwada family members might take on in various companies.

Discovery requests in SUM 751

39 I now turn to consider Requests 3 and 4 of SUM 751.³⁶ For the reasons to follow, I only allow each of these Requests *in part*.

40 Beginning with Request 3, each of the three UBS accounts ([xxx], [xxx] and [xxx]) had three account-holders: the Mother, the Father and the 1st

³⁵ 12Ds' Letter at para 9; Letter from UBS to Court dated 22 July 2026 at paras 5–10.

³⁶ AFWS at Annex A.

Defendant.³⁷ Applying the framework summarised at [25] above, the information sought – regarding the movement of assets from those accounts and the closure of those accounts – constitutes the 1st Defendant’s “customer information”. This is because “customer information” includes (*per* s 40A of the BA) “any information relating to ... an account of a customer of the bank”, or “deposit information”, which is defined as (among others) information relating to “funds of a customer under management by the bank”. In short, the law on banking secrecy applies.

41 In so far as the Applicants seek to rely on the Bankers’ Books Exception under para 7 of Part 1 of the Third Schedule to the BA, the first question is whether the requested documents fall within the definition of “bankers’ books” under s 170 of the EA (specifically, the category of “other books”). The expression “other books” encompasses “[a]ny form of permanent record maintained by a bank in relation to the *transactions* of a customer” [emphasis in original]: *Wee Soon Kim Anthony* at [36]; *La Dolce Vita* at [25]. Further, the documents must be “properly sorted and filed” to constitute “books” within the meaning of “bankers’ books”: *Wee Soon Kim Anthony* at [33].

42 At the hearing before me, UBS’s counsel submitted that the call notes are sorted and filed – but not the voice logs. The voice logs therefore cannot constitute “books” for the purposes of the Bankers’ Books Exception. Turning then to the call notes and the correspondence, they must amount to “transactional records” to constitute bankers’ books, with one example being a communication to a bank which *effects* a transaction (*La Dolce Vita* at [37] and [40]), and another example being correspondence between a bank and a customer which *records* a transaction (*Wee Soon Kim Anthony* at [36]). It has

³⁷ SOC at Annex A, Table A.4.

also been clarified that an entry may amount to a transactional record even if it does not concern *specific* transactions, but records transactional facts: *Alliance Divine Impex* at [13], citing *La Dolce Vita* at [37]–[41]. This is not satisfied for the correspondence and call notes relating to the *closure of the listed accounts*. This is because documents merely related to the closure of an account do not “[establish] the customer’s position with the bank, and in particular the extent to which he is in credit or debt” (*La Dolce Vita* at [25]). In a similar vein, I had held in *La Dolce Vita* at [41] that account *opening* forms generally do not *per se* form part of the transaction record of a bank. The same principle must similarly preclude documents regarding the *closure* of an account from being bankers’ books. That said, I accept that the correspondence and call notes *recording or effecting* the transfer of assets constitutes bankers’ books. In keeping with the rule that only transactional records can fall within the Bankers’ Books Exception, this category of documents is necessarily narrower than the Applicants’ original formulation of correspondence and call notes “relating to” the transfer of assets. As will be explained below, I adopt a similar approach to the other requests for documents concerning the transfer of assets out of the joint bank accounts.

43 As for the remaining limbs of the Bankers’ Books Exception Test (see [12] above), OC 89 constitutes a “legal proceeding” for the purposes of s 175 of the EA; this is satisfied even though the bank (UBS) is not a party to that main action (*SETL* at [92]; *Ong Jane Rebecca* at [45]–[46]; *Alliance Divine Impex* at [17]). Regarding the final question of whether the court should exercise its discretion to make an order under s 175 of the EA, it was suggested in *Alliance Divine Impex* at [18] that relevant factors would include: (a) the relevancy of the documents to the underlying “legal proceeding” in s 175(1) of the EA; (b) the applicant’s efforts in seeking disclosure of the documents concerned prior to taking out a s 175(1) application; and (c) the applicant’s good

faith in seeking inspection and taking of copies. The overarching inquiry is said to be the “reasonableness and propriety of the application to inspect otherwise confidential documents between a bank and its customer” (*Alliance Divine Impex* at [23]).

44 I find that it is appropriate to exercise my discretion to order UBS to produce the requested correspondence and call notes between the 1st Defendant and UBS from 18 February 2023 to the date of closure of the listed accounts (only in so far as they record or effect the movement/ transfer/ withdrawal of assets). This is because of the alleged unauthorised transfers into *or* out of the three UBS accounts listed in Request 3 of SUM 751, which are expressly pleaded in the SOC.³⁸ In a similar vein, I note that Request 3 of SUM 751 is generally similar to Order S/N 17 made by the AR in SUM 1088 (with slight differences between the date ranges),³⁹ and in this regard the AR had noted that what had been conveyed by the 1st Defendant to the bank regarding (among others) the transfer of assets would be material to the issue of whether the 1st Defendant had knowingly acted for his own benefit, in breach of his fiduciary duties to the Parents/ the Parents’ Estates.⁴⁰

45 I now turn to Request 4 of SUM 751. The four date ranges to which this Request relates correspond to the dates on which requests for information were sent on behalf of Mr Arief Purwada to UBS (and an additional two months

³⁸ SOC at paras 18(a), 70, 74, 97(b), 97(c), 97(d), 97(e), 97(f) and 107.

³⁹ RA 170 NOA, Prayer 2(1)(i).

⁴⁰ Decision at [40].

thereafter).⁴¹ This Request in fact encompasses two distinct requests for information, which in my view must be dealt with separately.

(a) First, the Applicants seek correspondence and/or voice logs between the 1st Defendant and UBS (over certain specified periods) related to letters that the 3rd claimant (Mr Arief Purwada) had sent to UBS *providing notification of the Parents' deaths*. In my view, this information does not constitute the 1st Defendant's "customer information"; this only pertains to what the 1st Defendant and UBS staff had discussed regarding the notification of the Parents' deaths generally. The law on banking secrecy is therefore not engaged and the remaining question is whether production should be ordered under O 11 r 11(1) of the ROC. I answer this in the affirmative. This is because the requested documents are clearly material to an expressly pleaded issue, namely that the 1st Defendant had deliberately obstructed the Applicants from obtaining information about the Parents' assets.⁴² I also note that Request 4 of SUM 751 is largely similar to Order S/N 26 that was made by the AR in SUM 1088,⁴³ and in allowing that request, the AR had correctly observed that the requested documents were material in showing "what steps the [1st] Defendant had taken to prevent the disclosure of this information to the [c]laimants", which had a "significant bearing" on whether the 1st Defendant had deliberately obstructed the Claimants

⁴¹ AWS for SUM 751 at para 60; see also Affidavit of Arief Purwada sworn on 29 December 2025 ("AP's Affidavit") at [277], [278], [353] and [384] (ABOD1 at pp 509, 528–529 and 537).

⁴² SOC at para 72(e).

⁴³ RA 170 NOA, Prayer 2(1)(ix).

from obtaining information about the disputed accounts and the assets therein.⁴⁴

(b) Second, the Applicants seek correspondence and/or voice logs between the 1st Defendant and UBS (over certain specified periods) related to letters that the 3rd claimant (Mr Arief Purwada) had sent to UBS *requesting information about their bank accounts*. According to the SOC, Annex A, *all* UBS (or Credit Suisse) accounts included the 1st Defendant as a joint account-holder. The requested information thus appears to concern the 1st Defendant’s “customer information”, because in so far as the 1st Defendant was a joint account-holder of the relevant bank accounts, this information requested would be “relating to ... an account of a customer of the bank” (see s 40A of the BA). However, I find that the Applicants cannot rely on the Bankers’ Books Exception to justify disclosure of these requested documents. First off, the voice logs – as explained at [41]–[42] above – are not sorted and filed by UBS and so cannot constitute “books”. Moreover, the requested correspondence simply does not amount to *transactional records* of UBS concerning a customer (see [42] above). General correspondence between the 1st Defendant and UBS about the 3rd claimant’s requests for information about the Parents’ bank accounts does not record or effect any particular transaction. The Bankers’ Books Exception Test is not satisfied. I decline to order UBS to disclose these documents.

⁴⁴ Decision at [58]–[59].

Requests for production by DBS in SUM 752

46 I now turn to consider Requests 4, 8.2, 8.2A and 9 of SUM 752.⁴⁵ For the reasons set out below, I only allow each of these Requests *in part*.

47 Request 4 of SUM 752 is similar to Request 3 of SUM 751 (notwithstanding the difference in date ranges), in that both are requests by the Applicants for information regarding transfer of assets from, and closure of, various bank accounts. According to the Applicants, the accounts to which Request 4 of SUM 752 pertains ([xxx], and [xxx]) had two account-holders: the Mother and the 1st Defendant.⁴⁶ As explained at [40] above, the information sought in this Request – which relates to the period after the Mother’s death upon which the 1st Defendant was the only remaining account-holder – constitutes the 1st Defendant’s “customer information”. The law on banking secrecy is thus engaged.

48 As explained at [41]–[42] above, the correspondence, voice logs and/or call notes of communications recording or effecting (not merely “relating to”) the movement/ transfer/ withdrawal of assets from the listed accounts amount to *transactional records*. On the other hand, the documents related to the closure of the listed accounts are not transactional records, and thus not bankers’ books. I am also satisfied that those documents ought to be ordered to be disclosed by DBS as they are material to the express pleadings in the SOC that unauthorised withdrawals were made out of those accounts (see too [43]–[44] above).⁴⁷ In short, the Bankers’ Books Exception Test is satisfied – for the books related to the transfer of assets – for Request 4 of SUM 752.

⁴⁵ AFWS at Annex B.

⁴⁶ SOC at Annex A, Table A.5.

⁴⁷ SOC at para 93(c), 93(d) and 107; AWS for SUM 752 at para 65.

49 I turn to Request 8.2 of SUM 752. This relates to two DBS accounts ([xxx] and [xxx]) of which the Father and the 1st Defendant were joint account-holders;⁴⁸ according to the Applicants, these accounts remain open but they have since been frozen by DBS.⁴⁹ Once again, the information sought in this request pertaining to the period after the Father’s death constitutes “customer information” of the 1st Defendant (being the sole remaining account-holder). The correspondence, voice logs and/or call notes *recording or effecting the transfer of assets* amount to transactional records – but not for such documents related to the *opening* of the listed accounts. As such, only the former category of requested documents amounts to bankers’ books. Further, the Bankers’ Books Exception Test is satisfied for those documents as I am satisfied that my discretion ought to be exercised to order those documents to be produced. This is because the documents are clearly material to the issue of whether the 1st Defendant had made unauthorised transfers into or out of those accounts, which is an issue expressly pleaded in the SOC.⁵⁰

50 As for Request 8.2A of SUM 752, the information sought regarding two DBS accounts ([xxx] and [xxx]) relates to the 1st Defendant’s “customer information” since he too was a joint account-holder of these accounts (see [49] above). However, I find that the Bankers’ Books Exception is not satisfied in relation to this request. This is because the correspondence, voice logs and call notes of communications in which DBS informed the 1st Defendant that those accounts were frozen do not amount to *transactional records* (see [42] above). Those documents do not relate to any transaction of a customer (*Wee Soon Kim Anthony* at [36]) and I thus reject this request.

⁴⁸ SOC at Annex A, Table A.4.

⁴⁹ SOC at para 81.

⁵⁰ SOC at paras 74, 93(a), 93(b), 95(c), 95(d), 103 and 107.

51 Finally, Request 9 of SUM 752 is substantively similar to Request 4 of SUM 751; both requests seek documents to ascertain if the 1st Defendant had attempted to impede the Applicants' efforts to identify assets of the Parents' estates. The five date ranges to which this Request relates correspond to the dates on which requests for information were sent on behalf of Mr Arief Purwada to DBS (and an additional two months thereafter).⁵¹

52 For the reasons set out at [45(a)] above, I allow the request for correspondence, voice logs and/or call notes of communications between the 1st Defendant and DBS staff which relate to Mr Arief Purwada's letters to DBS *providing notification of the Parents' deaths*. No banking secrecy issue arises in relation to this request, and production should be ordered under O 11 r 11 of the ROC 2021 since these documents are material to the issue of whether the 1st Defendant had taken steps to prevent disclosure of the disputed accounts (and the assets therein) to the Claimants.

53 As for the request for correspondence, voice logs and/or call notes of communications between the 1st Defendant and DBS staff which relate to Mr Arief Purwada's letters to DBS *requesting information about the Parents' bank accounts*, I only allow this in part. I note that this is a slightly different conclusion from that reached in relation to Request 4 of SUM 751 (see [45(b)] above). The reason for this difference is that according to the SOC, some DBS accounts included the Parents and the 1st Defendant as joint account-holders, while the 1st Defendant was *not* an account-holder for some other DBS accounts. These accounts must thus be analysed differently, for the following reasons:

⁵¹ AWS for SUM 752 at para 89; see also AP's Affidavit at [277], [278], [353], [384] and [439(b)] (ABOD1 at pp 509, 528–529, 537 and 554).

(a) As explained earlier, in so far as 1st Defendant was a joint account-holder of the relevant bank accounts, the requested information would constitute his “customer information”. Yet the Bankers’ Books Exception is inapplicable since the correspondence, voice logs and call notes of communications requested do not amount to *transactional records* and therefore do not constitute bankers’ books.

(b) That said, in so far as 1st Defendant was **not** a joint account-holder of the relevant DBS bank accounts, no customer information is being requested, and so the law of banking secrecy is not engaged. I am therefore prepared to allow this request in so far as it relates to Mr Arief Purwada’s letters to DBS *requesting information about the Parents’ bank accounts of which the 1st Defendant was not a joint account-holder*. Correspondence between the 1st Defendant and DBS related to such letters would be material to determining if any steps had been taken by the former to prevent disclosure of information about the relevant accounts to the Claimants.

Requests for production by Deutsche Bank in SUM 753

54 I now turn to consider Requests 3.2, 5 and 6 of SUM 753.⁵² For the reasons set out below, I only allow each of these Requests *in part*.

55 Request 3.2 of SUM 753 relates to account number [xxx], of which the Father and 1st Defendant were joint account-holders.⁵³ This is yet another request for information regarding the transfer of assets from, and opening and closure of, a bank account. The information sought – which relates to the period

⁵² AFWS at Annex C.

⁵³ SOC, Annex A, Table A.5.

after the Father's death upon which the 1st Defendant was the only remaining account-holder – constitutes the 1st Defendant's "customer information". The law on banking secrecy is engaged, and I find that the Bankers' Books Exception is not satisfied *in so far as the request relates to information regarding the opening and closure of accounts*. This is because the requested documents related to these matters do not constitute transactional records (see *La Dolce Vita* at [41]; see also [41]–[42] and [48] above), and thus are not bankers' books. As for the request related to transfers of assets to and from the listed account, I note first that Deutsche Bank's counsel had submitted at the hearing before me that the bank's call notes are not properly sorted, which – as explained at [41]–[42] above – means that those documents cannot constitute bankers' books. That said, I am satisfied that the correspondence and voice logs of communications between the 1st Defendant and Deutsche Bank representatives (during the specified period) *recording or effecting* the movement of assets to and from the account number [xxx] *are* bankers' books. It is further appropriate to order disclosure of those documents given that they are material to the express pleading in the SOC that the 1st Defendant had allegedly made wrongful transfers into or out of the listed account.⁵⁴

56 Next, Request 5 of SUM 753 is a request for documents related to transfers out of various UBS, DBS and Deutsche Bank accounts (all of which had either or both Parents as joint account-holders) into Deutsche Bank account number [xxx], which is the 1st Defendant's personal bank account. This thus clearly concerns the 1st Defendant's "customer information", for the purposes of the law on banking secrecy. As for whether the Bankers' Books Exception applies, I have explained above at [55] why the Deutsche Bank call notes, not being properly sorted, are not bankers' books. I am, however, satisfied that the

⁵⁴ SOC at paras 82(b), 93(e), 93(f), 93(g) and 107.

correspondence and voice logs of communications between the 1st Defendant and Deutsche Bank representatives (during the specified period) *recording or effecting* the transfer of assets to the account number [xxx] *are* transactional records and hence constitute bankers' books. This is material to the expressly pleaded issue of whether the 1st Defendant had acted wrongfully in making transfers out of accounts of which one or both Parents were account-holders, to his own personal account.⁵⁵ This is especially since the 1st Defendant had previously stated that he had consolidated *some* of the joint bank accounts into one bank account in his sole name for "easier management".⁵⁶

57 Finally, I consider Request 6 of SUM 753. This is substantively similar to Request 4 of SUM 751 and Request 9 of SUM 752; these relate to whether the 1st Defendant attempted to obstruct the Applicants' efforts to obtain information about the Parents' assets. The four date ranges to which this Request relates correspond to the dates on which requests for information were sent on behalf of Mr Arief Purwada to Deutsche Bank (and an additional two months thereafter).⁵⁷ For the same reasons set out at [45(a)] and [52] above, I allow the request for correspondence, voice logs and/or call notes of communications between the 1st Defendant and Deutsche Bank staff which relate to Mr Arief Purwada's letters to Deutsche Bank *providing notification of the Parents' deaths*. It will be recalled that no banking secrecy issue arises in relation to these documents. However, for largely similar reasons set out at [45(b)] above, I do not allow the request for correspondence, voice logs and/or call notes of communications between the 1st Defendant and Deutsche Bank

⁵⁵ SOC at paras 82, 93(g), 97 and 107.

⁵⁶ AWS for SUM 753 at para 66, referring to Affidavit of Arianto Purwada sworn on 9 January 2026 at [294].

⁵⁷ AWS for SUM 753 at para 86; see also AP's Affidavit at [278], [353], [384] and [439(b)] (ABOD1 at pp 509, 528–529, 537 and 554).

staff which relate to Mr Arief Purwada’s letters to Deutsche Bank *requesting information about their bank accounts*. According to the SOC, Annex A, *all* Deutsche Bank accounts included the 1st Defendant as a joint account-holder. The requested information would thus constitute his “customer information”, so the banking secrecy rules apply. Yet the Bankers’ Books Exception is inapplicable since the requested documents do not amount to transactional records of the bank concerning a customer. I only add that as explained at [55] above, Deutsche Bank’s call notes are not properly sorted, so they cannot constitute bankers’ books.

The 1st Defendant’s appeal in RA 170

58 Having set out my conclusion on SUM 751 to 753 above, I turn to address RA 170.

59 As alluded to above, the AR’s orders that are the subject of RA 170 are substantively similar to various orders sought by the Applicants in SUM 751 to 753; the main difference being that the AR’s orders are directed at the 1st Defendant while the orders in SUM 751 to 753 relate to the non-party banks. I set out the similar orders in the table below for ease of reference:

Requests in SUM 751 to 753	S/N of generally similar orders made by the AR in SUM 1088 (as reflected in the Notice of Appeal for RA 170)
Request 3 of SUM 751	17 (notwithstanding different applicable date range)
Requests 3.1 and 3.2 of SUM 753 (notwithstanding different applicable date range for requests for documents related to Deutsche Bank Portfolio No. [xxx] and [xxx])	18
Request 5 of SUM 753	20

Request 4 of SUM 752	21
Request 5 of SUM 752	22
Request 7 of SUM 752	23
Requests 8.1 and 8.2 of SUM 752	24
Request 8.2A of SUM 752	25
Request 4 of SUM 751, Request 9 of SUM 752, Request 6 of SUM 753	26 (notwithstanding different applicable date ranges)

60 In so far as I have disallowed the requests in SUM 751 to 753 (or part thereof) above due to the law on banking secrecy, those concerns do not arise in relation to the AR’s orders. As the AR correctly explained,⁵⁸ s 47 of the BA prevents customer information from being disclosed “by a bank in Singapore or any of its officers” except as expressly provided for in the BA; that does not affect the discovery application against the 1st Defendant in SUM 1088 (and RA 170). Therefore, for example, in so far as I had rejected the request for documents related to the *opening* or *closure* of the listed accounts (eg, [42] above) because those documents were not transactional records, no such limitation applies to the requests *vis-à-vis* the 1st Defendant.

61 As such, the only issue that arises for consideration is whether, for the purposes of O 11 r 3 of the ROC 2021, the requested documents are material to the issues in the case.⁵⁹ In my view, the AR did not err in finding that the materiality requirement was satisfied. The requested documents are material to *either* the issue of whether the 1st Defendant had made wrongful transfers out of or into the relevant accounts or had discussions with the bank representatives regarding the opening or closure of those accounts, *or* the issue of whether the 1st Defendant had attempted to obstruct the Applicants’ efforts to obtain information from the banks regarding the assets of the Parents/ the Parents’

⁵⁸ Decision at [8].

⁵⁹ Decision at [2].

estates. The mere fact that the 1st Defendant asserts that he was the sole beneficial owner of various accounts and was thus entitled to handle money in those accounts⁶⁰ does not detract from the materiality of the requested documents to the Claimants' pleaded case.

62 In the circumstances, I dismiss RA 170 in its entirety.

Conclusion

63 For the foregoing reasons, I allow SUM 751 to 753 in part, with my final orders set out in the Annex below. I also dismiss RA 170 in its entirety.

64 I turn to the issue of costs. Beginning with the costs for SUM 751 to 753, the non-party banks had sought costs as follows:

(a) UBS sought costs of the application of S\$18,000 and disbursements of S\$2,718.30, with costs of compliance with any orders that I made in SUM 751 to be agreed or taxed.

(b) DBS sought costs of the application of S\$5,000 and costs of S\$15,000 if documents were ordered to be produced.

(c) Deutsche Bank sought costs of the application of S\$21,000, and costs of compliance with any orders that I made in SUM 753 to be agreed or taxed.

65 All three non-party banks are entitled to all reasonable costs arising out of the application (see O 11 r 11(3) of the ROC). I allow costs of the application for UBS at S\$18,000 (along with disbursements of S\$2,718.30), for DBS at

⁶⁰ 1DWS at para 54.

S\$15,000 and for Deutsche Bank at S\$21,000. Costs of compliance with my orders in SUM 751 to 753 are to be agreed or taxed.

66 As for the Claimants and the 1st Defendant, if the costs for SUM 751 to 753, and RA 170, cannot be agreed within 14 days of this judgment, either party may write in for directions on the issue of costs, with each party's submissions on costs limited to five pages.

Philip Jeyaretnam
Judge of the High Court

Lim Gerui, Estad Amber Joy, Liu Enning and Lim Fang Xin Olive
(Drew & Napier LLC) for the applicants in HC/SUM 751 to
753/2026 and the claimants in HC/RA 170/2026;
Francis Xavier SC, Sim Jek Sok Disa, Chia Xin Ran Alina, Tan Hua
Chong Edwin (Chen Huacong), Cheong Tian Ci Torsten and Tay
Bok Chong Alvin (Rajah & Tann Singapore LLP) for the first and
second defendants in HC/RA 170/2026;
Tan XEAUWEI, Seth Yeo Ao Wen and Jared Sim Yu Hern (Allen &
Gledhill LLP) for the non-party in HC/SUM 751/2026 (UBS AG);
Yeo Alexander Lawrence Han Tiong and Pek Yu Chin (Allen &
Gledhill LLP) for the non-party in HC/SUM 752/2026 (DBS Bank
Limited);
Chew Kei-Jin, Eunice Chan Swee En and Teo Jim Yang (Ascendant
Legal LLC) for the non-party in HC/SUM 753/2026 (Deutsche Bank
Aktiengesellschaft).

Annex

SUM 751

Within 28 days of this decision, UBS AG (Singapore UEN No. S98FC5560C) (“UBS”) is to (i) file and serve on the Applicants a list of documents listing the documents within the following categories of documents which are in UBS’s possession or control; (ii) produce the documents for the Applicants’ and/or their solicitors’ inspection and permit them to make copies thereof; and (iii) file the relevant affidavit where the documents are not in UBS’s possession or control:

Request 3

All correspondence and/or call notes of communications between Mr Arianto Purwada and any representative of UBS and/or UBS (formerly CS) from 18 February 2023 until the date of closure of the following listed accounts recording or effecting the movement / transfer / withdrawal of assets from the listed accounts:

- (a) UBS (formerly CS) Portfolio No. [xxx];
- (b) UBS (formerly CS) Portfolio No. [xxx]; or
- (c) UBS Account No. [xxx].

Request 4

All correspondence and/or voice logs between Mr Arianto Purwada and any representative of UBS and/or UBS (formerly CS) in the following periods which refers to or relates to letter(s) from Mr Arief Purwada to UBS and/or UBS (formerly CS) providing notification of the deaths of Mdm Indriaty Purwada and Mr Purwanto:

- (a) from 23 February 2023 to 23 April 2023;
- (b) from 7 July 2023 to 7 September 2023;
- (c) from 9 September 2024 to 9 November 2024; and
- (d) from 6 December 2024 to 24 January 2025.

Definitions

For the purposes of the above document production requests:

- (a) “**Correspondence**” includes hard copy or electronic documents such as letters, emails, text messages, Whatsapp messages and/or other electronic messages.
- (b) references to any representative of UBS (formerly CS) and to any representative of UBS includes Mr Sim Hwee Yeow, Joseph, Mr Lee Wei Ling, any of Mr Sim Hwee Yeow, Joseph’s “assistants”, Ms Tan Sai Fong (also known as Ms Julia Kwan),

Ms Siek Hwee Wing, Esther and Mr Jason Rosenthal, as applicable;

(c) references to Mr Arianto Purwada include any person, agent, or representative acting on his behalf including WongPartnership LLP or Rajah & Tann Singapore LLP;

(d) references to Mr Arief Purwada refer to Mr Arief Purwada in his personal capacity or in his capacities as the administrator of the Estate of Mdm Indriaty Purwada, deceased, and the Estate of Mr Purwanto, deceased. References to Mr Arief Purwada include any person, agent or representative acting on his behalf including Drew & Napier LLC; and

(e) references to “[xxx]” includes the portfolios or sub-accounts which comprise the account, including UBS Portfolio No. [xxx], UBS Portfolio No. [xxx], and UBS Portfolio No. [xxx].

SUM 752

Within 28 days of this decision, DBS Bank Ltd (Singapore UEN No. 196800306E) (“DBS”) is to (i) file and serve on the Applicants a list of documents listing the documents within the following categories of documents which are in DBS’s possession or control; (ii) produce the documents for the Applicants’ and/or their solicitors’ inspection and permit them to make copies thereof; and (iii) file the relevant affidavit where the documents are not in DBS’s possession or control:

Group A

Request 1

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 11 December 2019 to 18 December 2019 relating to an outgoing telegraphic transfer of S\$2,034,900 on 18 December 2019 from DBS Account No. [xxx].

Request 2

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 23 December 2019 to 30 December 2019 relating to a cashier’s order on 30 December 2019 for S\$3,800,000 from DBS Account No. [xxx].

Request 3

The voice log and/or call note of a call between Ms Tan Sor Hoon and Mr Purwanto on 27 July 2020.

Request 5

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 4 September 2022 until the date of closure of the following listed accounts relating to the movement / transfer / withdrawal of assets from the listed accounts and the closure of the listed accounts:

- (a) DBS Portfolio No. [xxx];
- (b) DBS Foreign Currency Account (USD) No. [xxx]; or
- (c) DBS Account No. [xxx] / [xxx];

5A. Including specifically, the voice log dated 10 February 2023 containing the “instruction [that] was provided by Arianto Purwada” to withdraw the sum of US\$86,966.92 on 21 February 2023 from DBS Account No. [xxx] / [xxx].

5B. Including specifically, the voice log dated 10 February 2023 at 11:32am containing the “instruction received verbally via recorded call (voice log)” from Mr Arianto Purwada to withdraw the sum of US\$44,351.24 on 17 February 2023 from DBS Portfolio No. [xxx].

Request 6

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 4 September 2022 to 15 November 2022 relating to:

- (a) Safe Deposit Box ref no. [xxx]; or
- (b) Safe Deposit Box ref no. [xxx].

Request 7

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 4 September 2022 until the date of closure of the following listed accounts relating to the movement / transfer / withdrawal of assets from the listed accounts and the closure of the listed accounts:

- (a) DBS Portfolio No. [xxx]; or
- (b) DBS Account No. [xxx].

7A. Including specifically, the voice log instruction obtained by DBS to open DBS Account No. [xxx].

Request 8.1

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 4 September 2022 until 17 February

2023 relating to the opening of the accounts and movement / transfer of assets into the listed accounts:

- (a) DBS Portfolio No. [xxx]; or
- (b) DBS Account No. [xxx].

Group B

Request 4

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 4 September 2022 until the date of closure of the following listed accounts recording or effecting the movement / transfer / withdrawal of assets from the listed accounts:

- (a) DBS Portfolio No. [xxx]; or
- (b) DBS Account No. [xxx].

Request 8.2

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS from 18 February 2023 until the date on which Mr Arianto Purwada was informed that the accounts had been frozen by the bank recording or effecting the movement / transfer of assets into the listed accounts:

- (a) DBS Portfolio No. [xxx]; or
- (b) DBS Account No. [xxx].

Request 9

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DBS in the following periods which refers to or relates to letter(s) from Mr Arief Purwada to DBS: (i) providing notification of the deaths of Mdm Indriaty Purwada and Mr Purwanto; or (ii) requesting information about their bank accounts of which the 1st Defendant was not a joint account-holder:

- (a) from 23 February 2023 to 23 April 2023;
- (b) from 7 July 2023 to 7 September 2023;
- (c) from 9 September 2024 to 9 November 2024;
- (d) from 6 December 2024 to 6 February 2025; and
- (e) from 28 February 2025 to 28 April 2025.

Definitions

For the purposes of the above document production requests:

- (a) “**Correspondence**” includes hard copy or electronic documents such as letters, emails, text messages, Whatsapp messages and/or other electronic messages.
- (b) references to any representative of DBS includes Ms Tan Sor Hoon;
- (c) references to Mr Arianto Purwada include any person, agent, or representative acting on his behalf including WongPartnership LLP or Rajah & Tann Singapore LLP; and
- (d) references to Mr Arief Purwada refer to Mr Arief Purwada in his personal capacity or in his capacities as the administrator of the Estate of Mdm Indriaty Purwada, deceased, and the Estate of Mr Purwanto, deceased. References to Mr Arief Purwada include any person, agent or representative acting on his behalf including Drew & Napier LLC.

SUM 753

Within 28 days of this decision, Deutsche Bank Aktiengesellschaft (Singapore UEN No. S72FC2238G) (“DB”) is to (i) file and serve on the Applicants a list of documents listing the documents within the following categories of documents which are in DB’s possession or control; (ii) produce the documents for the Applicants’ and/or their solicitors’ inspection and permit them to make copies thereof; and (iii) file the relevant affidavit where the documents are not in DB’s possession or control:

Group A

Request 1

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DB from 7 March 2018 to 14 March 2018 relating to an outgoing payment of US\$3,300,045.76 from DB Account No. [xxx] on 14 March 2018.

Request 2

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DB from 19 February 2019 to 26 February 2019 relating to an outgoing payment of US\$4,200,044.43 from DB Account No. [xxx] on 26 February 2019.

Request 3.1

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any

representative of DB from 4 September 2022 until 17 February 2023 relating to the opening of DB Portfolio No. [xxx], the movement of assets to and from the listed accounts and the closure of the listed accounts:

- (a) DB Portfolio No. [xxx];
- (b) DB Portfolio No. [xxx]; or
- (c) DB Portfolio No. [xxx]; and

which is returned upon applying any of the following search terms to DB's electronic records:

- (i) "Purwanto";
- (ii) "Indriaty";
- (iii) "parents";
- (iv) "father";
- (v) "mother";
- (vi) "siblings", "brother", or "Arief";
- (vii) "passed away", "death", "die", "deceased", or "certificate";
- (viii) "close" or "closure";
- (ix) "open" or "opening";
- (x) "transfer";
- (xi) "balance"
- (xii) "indemnity"
- (xiii) "new account" or "joint account"; or
- (xiv) "[xxx]", "[xxx]", "[xxx]", or "[xxx]".

Group B

Request 3.2

All correspondence and/or voice logs of communications between Mr Arianto Purwada and any representative of DB from 18 February 2023 until the date of closure of the listed account recording or effecting the movement of assets to and from the listed account:

- (a) DB Portfolio No. [xxx];

which is returned upon applying any of the following search terms to DB's electronic records:

- (i) "Purwanto";
- (ii) "Indriaty";
- (iii) "parents";
- (iv) "father";
- (v) "mother";
- (vi) "siblings", "brother", or "Arief";
- (vii) "passed away", "death", "die", "deceased", or "certificate";
- (viii) "close" or "closure";
- (ix) "open" or "opening";
- (x) "transfer";
- (xi) "balance"

- (xii) “indemnity”
- (xiii) “new account” or “joint account”; or
- (xiv) “[xxx]”, “[xxx]”, “[xxx]”, or “[xxx]”.

Request 5

All correspondence and/or voice logs of communications between Mr Arianto Purwada and any representative of DB from 17 February 2023 to 31 September 2023 recording or effecting the transfer of assets from any of the following accounts:

- (a) UBS (formerly CS) Portfolio No. [xxx];
 - (b) UBS (formerly CS) Portfolio No. [xxx];
 - (c) UBS Account No. [xxx];
 - (d) DB Portfolio No. [xxx];
 - (e) DBS Portfolio No. [xxx];
 - (f) DBS Account No. [xxx];
 - (g) DBS Portfolio No. [xxx];
 - (h) DBS Foreign Currency Account (USD) No. [xxx]; and
 - (i) DBS Account No. [xxx] / [xxx];
- into DB Portfolio No. [xxx] and relating to the transferred assets; and

which is returned upon applying any of the following search terms to DB’s electronic records:

- (i) “Purwanto”;
- (ii) “Indriaty”;
- (iii) “parents”;
- (iv) “father”;
- (v) “mother”;
- (vi) “siblings”, “brother”, or “Arief”;
- (vii) “passed away”, “death”, “die”, “deceased”, or “certificate”;
- (viii) “close”, “closing”, or “closure”;
- (ix) “open” or “opening”;
- (x) “transfer”;
- (xi) “balance”;
- (xii) “indemnity”;
- (xiii) “account”;
- (xiv) “freeze”;
- (xv) “UBS”, “DBS”, “Credit Suisse”, or “CS”;
- (xvi) “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]”, “[xxx]” or “[xxx]”;
- (xvii) “Drew”;
- (xviii) “Napier”;
- (xix) “administrator”; or
- (xx) “Court”.

Request 6

All correspondence, voice logs and/or call notes of communications between Mr Arianto Purwada and any representative of DB in the following periods which refers to or relates to letter(s) from Mr Arief Purwada to DB providing notification of the deaths of Mdm Indriaty Purwada and Mr Purwanto:

(a) from 7 July 2023 to 7 September 2023;
(b) from 9 September 2024 to 9 November 2024;
(c) from 6 December 2024 to 24 January 2025; and
(d) from 28 February 2025 to 28 April 2025; and
which is returned upon applying any of the following search terms to DB's electronic records:

(i) "Arief";
(ii) "Purwanto";
(iii) "Indriaty";
(iv) "parents";
(v) "father";
(vi) "mother";
(vii) "Drew";
(viii) "Napier";
(ix) "administrator"; or
(x) "Court".

Definitions

(a) "**Correspondence**" shall be limited to DB's letters (hardcopy or electronic), emails from DB, and letters and emails from Mr Arianto Purwada to DB. For the avoidance of doubt, emails in the categories above may be located by using the search term and narrowing the search results to emails received from, sent to or copied to "[xxx]";
(b) references to "call notes of communications" shall refer to formal call reports filed by DB in respect of the relevant account on DB's system;
(c) references to the representatives of DB are Mr Malcom Tay, Mr Muljono Sujardi, and Ms Jolene Tay; and
(d) references to Mr Arief Purwada refer to Mr Arief Purwada in his personal capacity or in his capacities as the administrator of the Estate of Mdm Indriaty Purwada, deceased, and the Estate of Mr Purwanto, deceased. References to Mr Arief Purwada include Drew & Napier LLC when acting on his behalf.