

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

[2026] SGHC 195

Originating Claim No 297 of 2026 (Summons No 1831 of 2026)

Between

Wang Wai Keong @ Wong Wai Keong

... Claimant

And

- (1) Yahya Khan s/o Thamim
- (2) Amanullah Khan s/o Thamim

... Defendants

JUDGMENT

[Civil Procedure — Costs]

[Civil Procedure — Mareva injunctions]

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Wang Wai Keong (alias Wong Wai Keong)

v

Yahya Khan s/o Thamim and another

[2026] SGHC 195

General Division of the High Court — Originating Claim No 297 of 2026
(Summons No 1831 of 2026)

Lee Siu Kin SJ

23 June, 28 August 2026

23 September 2026

Lee Siu Kin SJ:

Introduction

1 This is an application by the Claimant for a Mareva injunction to restrain the Defendants, one Thamim s/o Abdul Kassim (“Thamim”) and one Sirajunisha from dealing with, *inter alia*, a property at 5 Goodman Road, Singapore 438971.

Facts

2 On 23 June 2026, counsel for the Claimant and Defendants appeared before me to submit on this application. However, counsel for the Defendants, having only been apprised of the matter the previous Friday, applied for an adjournment to file a reply affidavit. He also pointed out that the property in

question was not owned by the Defendants but by their father, Thamim.¹ The Claimant’s counsel then asked for an adjournment of one week to consider this point and take his client’s instructions.²

3 In view of this development, I adjourned the hearing to a later date with directions that the Claimant was to inform the Defendants by 30 June 2026 whether he would be proceeding with this application, and for the Defendants to file an affidavit if the matter was to go ahead. I also directed that if the Claimant decided to withdraw the application, he was to attempt to obtain the agreement of the Defendants in respect of costs, failing which they may write to the court for permission to withdraw. If there was no agreement on costs, I gave the parties liberty to apply for a determination on the same.³

4 In the event, the Claimant informed the Defendants on 1 July 2026 that he would withdraw this application and, no agreement having been reached on costs, counsel filed their written submissions.

The parties’ submissions

5 The Claimant submitted that there should be no order as to costs or,⁴ alternatively, that costs should be limited to attendance by the Defendants’ solicitors at the 23 June 2026 hearing.⁵ The Claimant pointed out that the Defendants did not file any affidavit and the hearing lasted for, at most, 15

¹ Minute Sheet dated 23 June 2026.

² Minute Sheet dated 23 June 2026.

³ Minute Sheet dated 23 June 2026.

⁴ Claimant’s Costs Submissions (“CCS”) at para 4.

⁵ CCS at para 5.

minutes.⁶ Further, at the 23 June hearing, it was indicated to the Defendants that there was a possibility that this application might be withdrawn.⁷

6 The Defendants submitted that an all-in costs order fixed at \$13,000 would be appropriate.⁸ The Defendants pointed out that a Mareva injunction was an exceptional and highly intrusive form of relief, having been described as a “nuclear weapon” by the Court of Appeal in *Continental Shipping Line Pte Ltd v Jonathan John Shipping Ltd* [2025] 1 SLR 1191 at [1].⁹ Due to the gravity and *ex parte* nature of the application, the Defendants were required to respond urgently and fully. Counsel for the Defendants highlighted the work that they had to undertake on an urgent basis: to review the application, take instructions from both Defendants, analyse whether the allegations disclosed a real risk of dissipation of assets, consider the legal requirements for the Mareva relief and prepare to resist the application.¹⁰

My Decision

7 I agree with the Claimant that it would not be reasonable for the Defendants’ counsel to undertake any work after the hearing on 23 June 2026 until the Claimant confirmed that he was proceeding with the matter. Indeed, my directions were crafted exactly for the purpose of minimising the costs for this matter.¹¹ However, I also agree with the Defendants that the work had to be undertaken on an urgent basis from 19 June when they became apprised of the

⁶ CCS at paras 6(a)–(b).

⁷ CCS at para 6(c).

⁸ Defendant’s Costs Submissions (“DCS”) at para 3.

⁹ DCS at para 11.

¹⁰ DCS at para 12.

¹¹ Minute Sheet dated 23 June 2026.

application to the hearing on 23 June, which included a weekend, due to the seriousness of the matter.¹² The work listed by the Defendants is fully within the scope of what reasonable solicitors would have undertaken in these circumstances. Given the urgency of the matter and the fact that a large part of it would have been done over the weekend, the sum of \$13,000, including disbursements, is not unreasonable.

Conclusion

8 I therefore order the Claimant to pay costs to the Defendants fixed at \$13,000 all-in.

Lee Siu Kin
Senior Judge of the High Court

Patrick Fernandez and Mohamed Arshad bin Mohamed Tahir
(Fernandez LLC) for the appellant;
Harpal Singh and Kawal Pal Singh s/o Amarjit Singh (Tito Isaac &
Co LLP) for the first defendant;
Kawal Pal Singh s/o Amarjit Singh (Tito Isaac & Co LLP) for the
second defendant.

¹² DCS at para 13.