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

[2026] SGHC 241

Originating Claim No 798 of 2023 (Summons No 747 of 2026)

Between

N Century Holding Company Limited

… *Claimant*

And

(1) Clarity China Partners, L.P.
(2) Allestari Development Pte. Ltd.

… *Defendants*

Counterclaim of 1st Defendant

Between

Clarity China Partners, L.P.

… *Claimant in Counterclaim*

And

(1) N Century Holding Company Limited
(2) Allway Minerals and Science Technology Co., Ltd.
(3) Liu Xun

… *Defendants in Counterclaim*

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GROUNDS OF DECISION

[Contempt of Court — Civil contempt]
[Contempt of Court — Sentencing]

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N Century Holding Co Ltd
v
Clarity China Partners, LP and another

[2026] SGHC 241

General Division of the High Court — Originating Claim No 798 of 2023
(Summons No 747 of 2026)
Chua Lee Ming J
20 August 2026

23 November 2026

Chua Lee Ming J:

Introduction

1 This was an application by the first defendant, Clarity China Partners, LP ("Committal Applicant"), for a committal order to be made against the third defendant in counterclaim, Liu Xun ("Committal Respondent"), for breaching an injunction granted in HC/OC 798/2023 ("OC 798"). The Committal Respondent was alleged to have breached the injunction by carrying out four acts.

2 I found that only two of the four acts constituted breaches of the injunction and ordered the Committal Respondent to pay a fine of $10,000, with ten days' imprisonment in default. The Committal Applicant has since appealed against the sentence that I imposed.

Facts

The parties

3 The Committal Applicant is an exempted limited partnership registered in the Cayman Islands.[1] It is the Asia investment arm of Clarity Partners, LP, a private equity firm founded and headquartered in Los Angeles, California.[2]

4 The Committal Respondent is a citizen of the People's Republic of China.[3] He is a director and shareholder of the claimant, N Century Holding Company Limited ("N Century"),[4] a company incorporated in the British Virgin Islands.[5]

5 The Committal Applicant and N Century hold approximately 76.90% of the shares of the second defendant, Allestari Development Pte Ltd ("Allestari"), an investment holding company incorporated in Singapore.[6] The Committal Respondent is also a director of Allestari.[7]

6 Allestari holds approximately 90.6% of the shares of PT Alam Raya Abadi ("PT ARA"), an Indonesian company in the business of mining,

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1 OC 798 Defence and Counterclaim (Amendment No. 2) dated 30 September 2025, at para 4.

2 13th Affidavit of Rong Wen Bo dated 4 February 2026 ("RWB's 13th Affidavit"), at para 8.

3 RWB's 13th Affidavit, at para 11.

4 17th Affidavit of Liu Xun dated 13 July 2026 ("LX's 17th Affidavit"), at paras 1(a) and 95.

5 OC 798 Statement of Claim dated 5 December 2023 ("OC 798 SOC"), at para 1.

6 RWB's 13th Affidavit, at paras 10 and 12.

7 LX's 17th Affidavit, at para 9.

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extracting and exporting nickel.[8] For PT ARA to carry out its nickel mining operations, it is required to obtain certain production permits from the Indonesian authorities, including approval of its Work Plan and Cost Budget ("RKAB") from the Indonesian Ministry of Energy and Mineral Resources ("Ministry of Energy").[9]

HC/OS 1177/2021

7 Between September and October 2021, four lodgments were made to the Accounting and Corporate Regulatory Authority ("ACRA"). These lodgments purportedly registered the resignation of three of N Century's nominee directors, including the Committal Respondent, from the board of Allestari and appointed three new directors in their place.[10]

8 On 17 November 2021, the Committal Respondent filed HC/OS 1177/2021 ("OS 1177") against, among others, Allestari and the Committal Applicant's nominee director on the board of Allestari. The Committal Respondent claimed that following the lodgments, Allestari's ACRA profile no longer accurately reflected the true state of affairs of Allestari.[11] In OS 1177, the Committal Respondent sought: [12]

> (a) declarations that the purported removals and appointments of directors of Allestari were invalid and void; and

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8 RWB's 13th Affidavit, at para 10; LX's 17th Affidavit, at para 13.

9 RWB's 13th Affidavit, at para 21.

10 RWB's 13th Affidavit, at para 24(c)(i) and pp 54–55.

11 LX's 17th Affidavit, at para 14.

12 LX's 17th Affidavit, at para 15.

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(b) orders that the lodgments be expunged and the register be restored to reflect the position prior to the lodgments.

9 On 26 May 2022, the Committal Respondent obtained an interim injunction (HC/ORC 3196/2022) ("OS 1177 Injunction"), pursuant to which the defendants in OS 1177 were restrained from, among other things:[13]

(a) removing or procuring the removal of the Committal Respondent as President Director of PT ARA;

(b) appointing or removing any person as an officer of PT ARA; and

(c) asserting or purporting to assert control, whether directly or indirectly, over the operations and management of PT ARA.

10 On 8 June 2023, OS 1177 was allowed by the General Division of the High Court.[14] Following the rectification of the ACRA register, the OS 1177 Injunction (see [9] above) was discharged on 29 August 2024.[15]

11 On 31 January 2024, the defendants' appeal to the Appellate Division of the High Court in AD/CA 61/2023 was dismissed.[16]

OC 798

12 Prior to the resolution of OS 1177, between June and September 2022, a Repayment Agreement and a Letter Agreement were entered into pursuant to

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13 LX's 17th Affidavit, at para 19 and pp 34–36.

14 LX's 17th Affidavit, at para 33.

15 RWB's 13th Affidavit, at para 33(c) and pp 65–66.

16 RWB's 13th Affidavit, at para 33(b) and p 82.

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which a total of 482,000 ordinary shares in Allestari were purportedly transferred from N Century to the Committal Applicant.[17]

13 On 16 November 2022, N Century commenced OC 798 (then HC/OA 769/2022, prior to its conversion to an originating claim) seeking, among other things, declarations that the purported transfers of the 482,000 ordinary shares were invalid and void.[18]

14 On 25 November 2022, N Century obtained an interim injunction (HC/ORC 5967/2022) ("Injunction"). The relevant portion of the Injunction for present purposes provided as follows:

> Pending the final determination of [OC 798], the [Committal Applicant] and [Allestari], whether by themselves, their directors, officers, employees, servants, agents or otherwise, be restrained from disposing of, transferring, dealing with or diminishing the value of [Allestari] or otherwise causing or allowing the assets of [Allestari] to be disposed of, transferred, dealt with or diminished in value, except for the payment of expenses in the ordinary and proper course of business of [Allestari].

HC/SUM 458/2026 (application for permission)

15 On 5 February 2026, the Committal Applicant filed HC/SUM 458/2026 ("SUM 458") for permission to apply for a committal order against the Committal Respondent pursuant to s 4(1)(*a*) of the Administration of Justice (Protection) Act 2016 (2020 Rev Ed) ("AJPA").[19] The Committal Applicant

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17 LX's 17th Affidavit, at para 21 and pp 38–43 and 47–50.

18 OC 798 SOC, at pp 20–21.

19 SUM 458 Committal Applicant's Written Submissions dated 25 February 2026 ("SUM 458 CAWS"), at para 15.

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alleged that the Committal Respondent had breached the Injunction by committing the following acts:

(a) issuing a letter to the Ministry of Energy requesting that the Ministry of Energy postpone the administration, issuance and approval of PT ARA's RKAB ("Act 1");

(b) procuring false notarised resolutions which purported to reinstate himself as President Director of PT ARA and lodging these resolutions with the "Administrasi Hukum Umum" Online System ("AHU System") ("Act 2");

(c) submitting a complaint to the Ministry of Energy informing the Ministry of Energy that the replacement of himself as President Director was invalid and wrongful and requesting that PT ARA's mining activities be temporarily suspended ("Act 3"); and

(d) submitting a notarised and translated copy of the OS 1177 Injunction (which had been discharged by then) to the Indonesian Ministry of Law and Human Rights ("Ministry of Law") to create an impression that the injunction was still in force ("Act 4").

16 In its written submissions, the Committal Applicant alleged that:

(a) Act 1 diminished the value of Allestari;[20]

(b) Acts 2 and 3 caused or allowed Allestari's assets to be diminished in value or minimally dealt with Allestari's assets;[21] and

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20 SUM 458 CAWS, at para 20 (s/n 1).

21 SUM 458 CAWS, at para 20 (s/n 3 and 4).

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(c) Act 4 caused or allowed Allestari's assets to be dealt with.[22]

17 I heard SUM 458 on 25 February 2026. It was unclear how Acts 2 to 4 could be said to deal with or cause or allow Allestari's assets to be dealt with. During oral submissions, the Committal Applicant was unable to provide any satisfactory explanation and stated that it would proceed on the basis that all four acts diminished the value of Allestari.

18 I then granted the Committal Applicant permission to apply for a committal order against the Committal Respondent.

HC/SUM 747/2026

19 Pursuant to the permission granted, on 9 March 2026, the Committal Applicant filed the present application, HC/SUM 747/2026 ("SUM 747"), for a committal order to be made against the Committal Respondent pursuant to s 4(1)(*a*) of the AJPA.[23] The Committal Applicant alleged that the Committal Respondent had breached the Injunction by committing Acts 1 to 4.

20 In its written submissions, the Committal Applicant submitted that Acts 1 to 4 diminished the value of Allestari. Surprisingly, the Committal Applicant submitted that all four Acts also caused or allowed the assets of Allestari to be dealt with.[24] In my view, the latter submission exceeded the permission that I had granted in SUM 458.

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22 SUM 458 CAWS, at para 20 (s/n 2).

23 Committal Applicant's Written Submissions dated 17 August 2026 ("CAWS"), at para 27.

24 CAWS, at para 39.

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21 In any event, it was clear that none of the four Acts could be said to have caused or allowed the assets of Allestari to be dealt with. The meaning of "dealing with" an asset was considered in the context of a *Mareva* injunction in *Aero-Gate Pte Ltd v Engen Marine Engineering Pte Ltd* [2018] SGHC 267. In that case, the injunction prohibited the defendant from "removing from Singapore, disposing of, dealing with or diminishing the value of any of its assets in Singapore up to the value of $1.5m". One issue that arose was whether the moving of assets from one location to another constituted dealing with the assets. The High Court held (at [126]) that "[s]imply moving assets does not interfere with the defendant's right to and interest in the economic value of the asset, which is what the [*Mareva* injunction] is designed to preserve". This holding was affirmed by the Court of Appeal, which observed that "it is unclear how the movement of the five assets from one venue to another can by itself amount to a breach of the [*Mareva*] order": *Aero-Gate Pte Ltd v Engen Marine Engineering Pte Ltd* [2020] 2 SLR 822 at [56].

22 To similar effect, Steven Gee, *Commercial Injunctions* (Sweet & Maxwell, 7th Ed, 2021) ("*Commercial Injunctions*") states as follows at paras 3-013–3-014 and 4-005:

> … What the injunction means is a matter of interpretation of the order. It appears that although a Mareva injunction is expressed as restraining any 'dealing with' an asset, the court will not necessarily interpret this as preventing any conduct of the defendant which merely results in the same asset, or in the case of a debt the financial proceeds of the debt, being held by the defendant himself …
>
> … Movement of an asset whilst it remains intact and unaltered and which does not result in the value of the asset being reduced, would not be a breach of the standard form injunction. An enjoined person is able to drive his car …
>
> …

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> … For there to be a dealing with the asset by the defendant, there must be some positive act by him. Transfer of custody or possession of an asset by the defendant to a third party without transfer of title could amount to a dealing within the meaning of the order …

23 In the present case, Allestari's assets consist of its shares in PT ARA. In my view, it was clear that Acts 1 to 4 did not involve any dealing with these shares. Nothing in Acts 1 to 4 caused or allowed Allestari's shares in PT ARA to be disposed of (*eg*, by way of sale or transfer) or encumbered.

24 The Committal Applicant submitted that interfering with Allestari's right to and interest in the economic value of its shares in PT ARA and of PT ARA's assets constituted dealing with Allestari's assets.[25] I agreed with this submission to the extent that an act that adversely affected Allestari's right or entitlement to the economic value of its shares in PT ARA (which would include the value of PT ARA's assets) could constitute dealing with Allestari's shares in PT ARA. Causing Allestari's shares to be disposed of or encumbered would fall within the scope of such an act. However, an act that merely diminished the value of Allestari's shares could not constitute dealing with the shares. In my view, Acts 1 to 4 did not interfere with Allestari's *right or entitlement* to the economic value of its shares in PT ARA.

25 In oral submissions, the Committal Applicant submitted that, in purporting to act as President Director of PT ARA, the Committal Respondent dealt with Allestari's shares by seeking to exercise rights that are concerned with the shares. I rejected this submission. Exercising rights associated with shares will not, in general, constitute dealing with the shares: *Navigator Equities*

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[25] CAWS, at paras 50 and 100.

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Ltd v Deripaska [2023] EWHC 788 (Comm) ("*Navigator Equities*") at [72]. It might be different if the exercise of such rights results in the shares ceasing to exist: *Navigator Equities* at [73]. In the present case, the Committal Applicant did not explain what rights the Committal Respondent sought to exercise and there was nothing to show how the Committal Respondent's exercise of rights associated with Allestari's shares in PT ARA (if any) affected the shares themselves.

26 Accordingly, I proceeded to consider whether Acts 1 to 4 breached the Injunction by causing or allowing Allestari's assets to be diminished in value.

Legal principles

27 The standard of proof for establishing contempt of court is that of beyond reasonable doubt: s 28 of the AJPA; *Mok Kah Hong v Zheng Zhuan Yao* [2016] 3 SLR 1 ("*Mok Kah Hong*") at [85].

28 In *CSW v CSX* [2023] SGHC(A) 23 ("*CSW*"), the Appellate Division set out the following principles (at [44]–[45]):

> 44 In determining whether the alleged contemnor's conduct amounts to a breach of the court orders, the court will adopt a two-step approach (*UNE v UNF* [2019] SGHCF 9 ("*UNE*") at [3] citing *PT Sandipala Arthaputra v STMicroelectronics Asia Pacific Pte Ltd and others* [2018] 4 SLR 828 ("*PT Sandipala*") at [46]):
>
> > (a) First, the court will decide what exactly the order of court required the alleged contemnor to do. In determining what the order of court required, the court will interpret the plain meaning of the language used. It will resolve any ambiguity in favour of the person who had to comply with the order.
> >
> > (b) Second, the court will determine whether the requirements of the order of court have been fulfilled.

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> 45 To establish that there has been a contempt of court, the complainant will also need to show that the alleged contemnor had the necessary *mens rea*, *ie*, intention, in committing the act complained of or omitting to comply with an order of court (*PT Sandipala* at [46]). The threshold to establish necessary *mens rea* is a low one – the complainant only needs to show that the relevant conduct of the alleged contemnor was intentional and that he knew of all the facts which made such conduct a breach of the order. The complainant does not need to show that the alleged contemnor appreciated that he was breaching the order. The motive of the alleged contemnor and his reasons for disobedience are irrelevant to liability, and only relevant to the question of mitigation (*PT Sandipala* at [47], [48] and [65]).

Scope of the Injunction

29 The relevant part of the Injunction prohibited the Committal Respondent from "diminishing the value of [Allestari] or otherwise causing or allowing the assets of [Allestari] to be … diminished in value …" (see [14] above).

30 It was not disputed that there was no evidence that PT ARA (and consequently, Allestari's shares in PT ARA) suffered loss as a result of Acts 1 to 4. However, it was common ground that an act that was intended or likely to cause a diminution in the value of Allestari's shares in PT ARA would constitute a breach of the Injunction. That must be correct.

31 Both the letter and the spirit of an order of court must be obeyed: *Lee Shieh Peen Clement v Ho Chin Nguang* [2010] 4 SLR 801 ("*Clement Lee*") at [17].

32 Further, in *Aurol Anthony Sabastian v Sembcorp Marine Ltd* [2013] 2 SLR 246, the Court of Appeal held (at [99]):

> … In proceedings for criminal contempt, the court will not adopt a myopic and blinkered view of the scope of an order. It is ultimately the *purpose* for which the order was granted that will

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> be the lodestar in guiding the court's determination as to the true *effect* of the order. …
>
> [emphasis in original]

Although that case involved proceedings for criminal contempt, there was no reason why the Court of Appeal's approach in determining the scope of an order of court should not apply in the present case. There is no real substantive difference between civil and criminal contempt in principle: *Li Shengwu v Attorney-General* [2019] 1 SLR 1081 at [54] (see, also, *Wuhu Ruyi Xinbo Investment Partnership (Ltd Partnership) v Shandong Ruyi Technology Group Co, Ltd* [2025] 4 SLR 1262 at [97]).

33 In the present case, the purpose of the Injunction was to protect the value of Allestari's assets (*ie*, its shares in PT ARA). An act that was intended or likely to cause a diminution in the value of Allestari's shares in PT ARA was tantamount to an act directed at undermining the purpose of the Injunction, even if the act did not in fact cause a diminution in the value of Allestari's shares in PT ARA.

Act 1 – petition to postpone approval process in relation to PT ARA

34 On 4 January 2024, the Committal Respondent sent a letter to the Ministry of Energy to "submit a petition … to postpone the administration and issuance and approval of any letters (process postponement), including approval of the [RKAB] in relation to [PT ARA]" on the basis that, among other things, the court in OS 1177 had ordered his reinstatement as the President Director of PT ARA.[26]

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[26] Agreed Bundle of Documents vol 1 dated 13 August 2026 ("1ABOD"), at pp 57–58.

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35 The Committal Applicant alleged that as a result of the Committal Respondent sending this letter, the renewal process for the RKAB was delayed by at least nine months and the RKAB was only renewed after the Committal Applicant took steps to clarify the Ministry of Energy's understanding of the orders made in OS 1177.[27]

36 The Committal Respondent contended that the letter was issued to inform the Ministry of Energy of the ongoing dispute and in response to the Committal Applicant's own breach of the OS 1177 Injunction (before it was discharged).[28] He also submitted that there was no evidence that the sending of the letter in fact delayed the renewal of PT ARA's production permits or resulted in any diminution of value.[29]

37 I agreed with the Committal Respondent that the Committal Applicant had provided no evidence that the delay in the renewal of the RKAB was caused by the Committal Respondent's letter. However, it was clear that the Committal Respondent's request to postpone the renewal of the RKAB was intended or likely to cause a diminution in the value of Allestari's shares in PT ARA. It was not disputed that the RKAB was essential for PT ARA's mining operations.[30] It followed that the value of Allestari's shares in PT ARA would be diminished if the approval of the RKAB was postponed. I therefore found that Act 1 breached the Injunction.

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27 RWB's 13th Affidavit, at para 24(d).

28 Committal Respondent's Written Submissions dated 17 August 2026 ("CRWS"), at paras 90–98.

29 CRWS, at paras 89 and 100–101.

30 LX's 17th Affidavit, at para 90.

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38 The Committal Respondent did not deny that he sent the letter intentionally, nor did he dispute that the RKAB was essential for PT ARA's mining operations. In the premises, I found that the Committal Respondent possessed the necessary *mens rea*; he knew of all the facts which made Act 1 a breach of the Injunction.

39 I rejected the Committal Respondent's submission that the purpose of the letter was not to disrupt the renewal of PT ARA's RKAB or interfere with PT ARA's operations. It was simply unbelievable that the Committal Respondent was not aware that the RKAB was essential for PT ARA's mining operations. In any event, the motive of the Committal Respondent and his reasons for disobedience were irrelevant to liability, and only relevant to the question of mitigation: *CSW* at [45]. The belief that he was entitled to act in this manner because the Committal Applicant had allegedly acted in breach of the OS 1177 Injunction did not excuse the breach of the Injunction and was not a defence: see *Commercial Injunctions* at para 19-040.

40 I also rejected the Committal Respondent's attempt to rely on the defence under s 21 of the AJPA, which provides as follows:

> **Honest and reasonable mistake**
>
> **21.** A person is not guilty of contempt of court under section 4(1), (2) or (3) if the person satisfies the court that the failure or refusal to comply with a judgment, order, decree, direction, writ or other process of court or any undertaking given to a court was wholly or substantially attributable to an honest and reasonable failure by that person, at the relevant time, to understand an obligation imposed on the person bound by the judgment, order, decree, direction, writ, process or undertaking and that that person ought fairly to be excused.

The Committal Respondent must have known that if PT ARA could not carry out its mining activities, the value of Allestari's shares in PT ARA would be

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affected. His claim that he reasonably believed that the Injunction did not prohibit Act 1 was therefore untenable.[31]

41 Accordingly, I found the Committal Respondent liable for contempt of court with respect to Act 1.

Act 2 – lodgment of false shareholders' resolutions of PT ARA

42 The Committal Applicant alleged that the Committal Respondent had falsely procured two shareholders' resolutions of PT ARA dated 25 March 2025[32] and 9 April 2025[33] which, among other things, appointed him as the President Director of PT ARA, and procured the lodgment of these resolutions with the AHU System.[34] According to the Committal Applicant, the resolutions were false because Allestari did not approve the decisions stated in the resolutions.[35]

43 The Committal Applicant alleged that as a result, PT ARA had to inform the Ministry of Energy and the Ministry of Law (collectively, "Ministries") of these falsely procured resolutions and the Ministries launched inquiries into PT ARA and threatened to revoke PT ARA's RKAB.[36] The Ministries also blocked PT ARA's access to the AHU System.[37] All of this led to PT ARA facing

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31 CRWS, at paras 176, 179, 181–183 and 188.

32 1ABOD, at pp 101–118.

33 1ABOD, at pp 120–136.

34 RWB's 13th Affidavit, at para 39.

35 CAWS, at paras 67–69.

36 RWB's 13th Affidavit, at paras 42 and 43(a)–43(b).

37 RWB's 13th Affidavit, at para 43(c).

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difficulty in expanding its operations as potential trading partners, customers and banks were wary of getting involved with PT ARA.[38]

44 The Committal Respondent contended that the shareholders' resolutions were not falsely procured as they were created strictly in accordance with proper legal procedures and regulations.[39] I rejected the Committal Respondent's submission. The fact that the resolutions were properly notarised did not speak to the truth of the substance of the resolutions.

45 In any event, my decision on Act 2 did not turn on whether the resolutions were falsely procured. Even if the resolutions were falsely procured, I agreed with the Committal Respondent that there was no evidence that the lodgment of the resolutions led to or was intended or likely to cause the diminishing of the value of Allestari's shares in PT ARA.[40] It was unclear whether or how the lodgment affected PT ARA's operations or its value. The effect of the lodgment was to reflect the appointment of the Committal Respondent as President Director in the AHU System. The Committal Applicant did not adduce any evidence that the Ministries did launch inquiries and threaten to revoke PT ARA's RKAB (much less that such actions were caused by the lodgment of the resolutions), or that PT ARA faced difficulties expanding its operations as a result of the Ministries' actions. The Committal Applicant also did not explain how the restriction of access to the AHU System caused interruptions to PT ARA's operations.

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38 RWB's 13th Affidavit, at para 43(d).

39 LX's 17th Affidavit, at paras 103–106.

40 LX's 17th Affidavit, at paras 116–117.

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46 Accordingly, I found that the Committal Applicant failed to prove that Act 2 constituted a breach of the Injunction.

Act 3 – complaint requesting temporary suspension of PT ARA's mining activities

47 On 3 July 2025, the Committal Respondent submitted a complaint[41] to the Ministry of Energy which, among other things, requested that "the mining activities carried out by [PT ARA] be temporarily suspended".[42]

48 The Committal Applicant alleged that as a result of this complaint, the Ministry of Energy launched another inquiry into PT ARA and threatened to revoke PT ARA's RKAB. This also led to PT ARA facing difficulty in expanding its operations as potential trading partners, customers and banks were wary of getting involved with PT ARA.[43]

49 The Committal Applicant adduced no evidence in support of its allegations. Nevertheless, as with Act 1 (see [37] above), I was of the view that the request to suspend PT ARA's mining activities was intended or likely to cause a diminution in the value of Allestari's shares in PT ARA. It was evident that the suspension of PT ARA's mining activities would result in a diminution in the value of Allestari's shares in PT ARA. Act 3 therefore breached the Injunction.

50 The Committal Respondent argued that the complaint was made merely to inform the Ministry that Allestari's removal of him as President Director of

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41 1ABOD, at pp 320–339.

42 1ABOD, at p 333. See also p 339, paras 16–17.

43 RWB's 13th Affidavit, at para 45(d).

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PT ARA was in breach of the OS 1177 Injunction (before it was discharged).[44] As explained above at [39], this was not a defence. The motive of the Committal Respondent and his reasons for disobedience were irrelevant to the question of liability. It was sufficient that he intended making the request that PT ARA's mining activities be temporarily suspended.

51 In the premises, I found that the Committal Respondent knew of all the facts which made Act 3 a breach of the Injunction and that he possessed the necessary *mens rea*. Any belief on his part that the Injunction did not prohibit a request to suspend PT ARA's mining activities would have been unreasonable. The defence under s 21 of the AJPA was therefore not available to him.

52 Accordingly, I found the Committal Respondent liable for contempt of court with respect to Act 3.

Act 4 – sending a copy of the OS 1177 Injunction to the Ministry of Law

53 On 15 September 2024, the Committal Respondent sent a letter[45] to the Ministry of Law attaching a notarised and translated copy of the OS 1177 Injunction. In the letter, the Committal Respondent complained that Allestari, as the majority shareholder of PT ARA, failed to comply with the OS 1177 Injunction (see [9] above) by unilaterally making changes to the Board of Directors of PT ARA. The alleged breaches by Allestari took place before the OS 1177 Injunction was discharged. The letter did not mention that the OS 1177 Injunction was subsequently discharged on 29 August 2024 (see above at [10]).

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44 LX's 17th Affidavit, at paras 120–123.

45 1ABOD, at pp 788–798.

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54 In or around September 2024, a temporary restriction was imposed on PT ARA's access to the Indonesian Legal Entity Administration System ("SABH System"). In a letter dated 22 January 2025, the Ministry of Law referred to the fact that the OS 1177 Injunction prohibited the removal of the Committal Respondent as President Director of PT ARA, and explained that the temporary restriction of access to the SABH System was imposed to protect the legal interests of all parties in OS 1177.[46]

55 The Committal Applicant argued that the Committal Respondent's letter caused the Ministry of Law to labour under a false impression that the OS 1177 Injunction was still in force, when it had been earlier discharged on 29 August 2024. As a result, PT ARA's access to the SABH System was restricted and PT ARA's operations were disrupted for around six months.[47]

56 The Committal Respondent submitted that he had only sent the letter to inform the Ministry of Law that while the OS 1177 Injunction was still in force, the Committal Applicant had knowingly and wilfully breached the OS 1177 Injunction by removing the Committal Respondent as President Director of PT ARA.[48]

57 In my view, the evidence was not sufficient to prove beyond a reasonable doubt that the Committal Respondent's letter was intended or likely to (a) cause the Ministry of Law to believe that the OS 1177 Injunction was still in force, or, more importantly, (b) cause PT ARA's access to the SABH System to be restricted. In addition, the Committal Applicant did not adduce any

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46 1ABOD, at p 93.

47 RWB's 13th Affidavit, at paras 30, 34 and 35.

48 LX's 17th Affidavit, at paras 82–86 and 94–98.

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evidence as to how the restriction of access to the SABH System caused disruption to PT ARA's operations, nor did it adduce any evidence that such disruption lasted for six months.

58 In the circumstances, I found that the Committal Applicant had not proved that Act 4 constituted a breach of the Injunction.

What sentence ought to be imposed

59 Under s 12(1)(*a*) of the AJPA, contempt of court is punishable with a fine not exceeding $100,000 or with imprisonment for a term not exceeding three years or with both.

60 The relevant sentencing factors, as endorsed by the Court of Appeal in *Mok Kah Hong* at [104], are as follows:

(a) whether the claimant has been prejudiced by virtue of the contempt and whether the prejudice is capable of remedy;

(b) the extent to which the contemnor has acted under pressure;

(c) whether the breach of the order was deliberate or unintentional;

(d) the degree of culpability;

(e) whether the contemnor has been placed in breach of the order by reason of the conduct of others;

(f) whether the contemnor appreciates the seriousness of the deliberate breach; and

(g) whether the contemnor has cooperated.

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61 In deciding whether a custodial sentence is warranted, the following non-exhaustive factors weigh in favour of imprisonment (*SpaceSATS Pte Ltd v Chan Chia Sern* [2023] SGHC 40 ("*SpaceSATS*") at [103]):

(a) a continuing, deliberate and persistent course of conduct;

(b) a failure to resolve the situation and continued lack of cooperation;

(c) egregious behaviour and motive; and/or

(d) a series of repeated breaches of the court order evincing flagrant disregard for the court's authority.

62 The Committal Applicant submitted that a fine would not be appropriate as the Committal Respondent's main motive was not to seek a financial advantage.[49] It relied on *SpaceSATS* at [104], which reads as follows:

> 104 On the other hand, where a contemnor's main motive is to seek a financial advantage, a fine may be most appropriate. It would serve to nullify the profits sought and achieve proportionality with the contempt committed …

In my view, the passage above explains that a fine may be most appropriate where the breach was motivated by financial advantage. However, it does not stand for the proposition that a breach that is not motivated by financial gain must be punished by imprisonment.

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[49] CAWS, at para 131.

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63 The Committal Applicant further submitted that imprisonment was warranted because (a) the acts were egregious and deliberate;[50] (b) the Committal Respondent had committed a series of repeated breaches of the Injunction and/or demonstrated a continuing, deliberate and persistent course of conduct;[51] (c) PT ARA and Allestari had suffered losses and the Committal Respondent had made no attempt to make amends;[52] and (d) the Committal Respondent had no justification for his acts.[53]

64 I did not agree with the Committal Applicant. I had found that only Acts 1 and 3 breached the Injunction. In my view, Acts 1 and 3 were not egregious breaches of the Injunction and could not be said to constitute "a series of repeated breaches". Moreover, it was undisputed that there was no evidence that the value of Allestari's shares in PT ARA were diminished in value. Despite making numerous allegations as to the consequences of the Committal Respondent's actions, the Committal Applicant adduced no evidence whatsoever to support its allegations. I accepted that as an indirect shareholder of Allestari, the Committal Respondent's motive behind Acts 1 and 3 was not to diminish the value of Allestari's assets and these acts were carried out in response to the actions of other parties.

65 Bearing in mind that a custodial sentence is "normally a measure of last resort" (*Clement Lee* at [45]), I did not think that imprisonment was appropriate

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50 CAWS, at para 132.

51 CAWS, at para 133.

52 CAWS, at paras 133–134.

53 CAWS, at paras 135–138.

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in this case. Taking into account all the circumstances of the case, I decided that a fine of $10,000 was an appropriate sentence.

Conclusion

66 For the above reasons, I allowed SUM 747 and ordered the Committal Respondent to pay a fine of $10,000, with ten days' imprisonment in default.

67 I also ordered the Committal Respondent to pay the Committal Applicant the costs of SUM 458 (which were reserved to this hearing) and SUM 747 fixed at $12,000 plus disbursements to be fixed by me if not agreed.

Chua Lee Ming
Judge of the High Court

Joshua Chin and Desiree Chong (Drew & Napier LLC) for the first defendant and claimant in counterclaim (Clarity China Partners, LP); Shashi Nathan, Tan Sheng An Jonathan, Farhana Alam and Lam Hugo (Withers KhattarWong LLP) for the third defendant in counterclaim (Liu Xun).

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