

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

[2026] SGHC 54

Originating Claim No 934 of 2024

Between

Neo San San Cecilia

... Claimant

And

Loh Soo Chuan

... Defendant

JUDGMENT

[Contract — Loan agreement – Whether the loan was repaid]

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Neo San San Cecilia

v

Loh Soo Chuan

[2026] SGHC 54

General Division of the High Court — Originating Claim No 934 of 2024
Tan Siong Thye SJ
15 January, 12 February 2026

11 March 2026

Judgment reserved.

Tan Siong Thye SJ:

Introduction

1 The claimant, Neo San San (the “claimant”), on behalf of the estate of her late father, Jason Neo Tiang Nee (“Jason”) (the “Estate”), sues the defendant, Loh Soo Chuan (the “defendant”), who is her ex-husband, for the repayment of a loan of \$250,000 (the “Loan”). The Loan Agreement for \$250,000 was entered into between the defendant and Jason, his late father-in-law on 13 September 2018. At the time of the Loan Agreement, the claimant and the defendant were husband and wife. They were divorced in October 2023.

2 Jason passed away on 28 October 2022.

Loan Agreement

3 It is undisputed that the defendant drafted the Loan Agreement dated 13 September 2018 and the claimant was named as a witness to the Loan Agreement. It was stated therein that the defendant would repay the Loan in two months, *ie*, latest by 30 November 2018. The Loan Agreement also mentioned that the purpose of the Loan was to allow the defendant to purchase a property at Peak 1, Cairnhill (“Cairnhill Property”). The Cairnhill Property was registered in the defendant’s sole name.

The issue

4 The sole issue in this case is whether the defendant had repaid the Loan to Jason or the Estate upon or after Jason’s demise. This is purely a factual analysis of the parties’ evidence, particularly the defendant’s version that the Loan was repaid.

The defendant’s case

5 The defendant alleges that he had already repaid the Loan to Jason through the claimant. He claims that he had an understanding with the claimant that he would take a loan of \$400,000 from his company, Guildford Training Centre Pte Ltd (“Guildford”), to pay the outstanding mortgage (which is, \$379,376.90) of a property known as Forest Woods (“Forest Woods Property”), which was registered in the name of the claimant. The Forest Woods Property would then be refinanced with the UOB Bank for a sum of \$500,000. The defendant alleges that he had an oral agreement with the claimant that out of the \$500,000 the claimant was to use \$250,000 to repay the Loan to Jason. The remaining sum of \$250,000 was for the use of the claimant’s business. The defendant asserts that the claimant agreed with this arrangement. The defendant

alleges that subsequently, the claimant told him that she had paid Jason \$100,000 and would pay the balance slowly as Jason did not need the money.

The claimant's case

6 The claimant completely disagrees with the defendant's version of how the Loan was repaid to Jason as the Loan is still outstanding. The claimant argues that the \$100,000 paid to Jason was not part-payment of the defendant's Loan. The \$100,000 was a loan from the claimant to Jason to meet his medical expenses. Jason's POSB bank statement showed an entry on 28 January 2022 that the claimant loaned Jason \$100,000. The claimant explains that Jason had asked her about the unpaid Loan owed by the defendant as Jason needed money for his medication. Jason was suffering from motor neurone disease which incurred high medical bills.

7 The claimant maintains that the Loan sum of \$250,000 remains unpaid and she is seeking this sum from the defendant on behalf of the Estate.

My decision

8 The defendant in the WhatsApp messages exchanged between him and the claimant in 2019 and February 2020¹ acknowledged that he owed Jason the Loan and that he would repay Jason the Loan. The deciding issue in this case is whether the defendant eventually repaid the Loan to Jason or his Estate after Jason's demise.

9 In this case, it is critical to decide whether to believe the claimant's or the defendant's testimony. I accept the evidence of the claimant as she is a

¹ Agreed Bundle of Documents ("ABD") at pp 65-70.

truthful and reliable witness. Her evidence that the \$100,000 she paid to Jason was not part-payment of the defendant's Loan but was instead her loan to Jason is corroborated by Jason's POSB bank statement which shows what the claimant said is the truth. The defendant's version is merely his bare assertion with no supporting evidence. Furthermore, if the defendant indeed wanted to repay the Loan, he could use the loan of \$400,000 from Guildford to repay Jason instead of the convoluted refinancing scheme involving the Forest Woods Property. The defendant gave two accounts of how the Loan was repaid. Both the accounts were fraught with serious material internal inconsistencies and do not make any logical sense.

10 The defendant admits that his account of how the Loan was repaid was not supported by any evidence. In other words, it is merely the defendant's verbal assertion that the Loan was repaid. Therefore, the veracity and credibility of the defendant are critical to the court in deciding whether or not to accept his testimony. I am of the view that the defendant is not truthful in his two versions of how the Loan from Jason was repaid. His evidence is highly unreliable. I shall elaborate on the material inconsistencies of his defence below.

The evidence of the defendant's defence is highly unreliable.

11 I shall refer to several important aspects of the evidence to demonstrate that the defendant's testimony is highly unsatisfactory and cannot be accepted.

12 Firstly, when the claimant requested further and better particulars from the defendant on 3 January 2025 as to how the Loan was repaid, the defendant explained as follows²:

² ABD at p 14.

The deceased's loan was returned to the claimant by way of five payments, \$234,750 on 7 April 2021, \$3,776.90 on 13th April 2021, \$75,120 on 18th July 2021, \$46,950 on 18 July 2021 and \$18,780 on 26 August 2021. A total of \$379,376.90 was paid. The payments were made after the loan of \$400,000 was approved. The claimant agreed to settle the deceased's loan of \$250,000 from these payments made to her.

13 This account of how the Loan was repaid could not be the truth as the five payments were made to the developer of the Forest Woods Property of which the claimant was the registered owner. The sum of \$379,376.90 was not paid to the claimant for her to repay Jason for the Loan. Furthermore, the five cheques were issued by Guildford and not by the defendant.

14 The defendant's version of how the Loan was repaid in the further and better particulars is materially and significantly different from his affidavit evidence which became his testimony in court. In the defendant's affidavit and his testimony in court he alleged that the five payments aggregating \$379,376.90 were not given to the claimant to repay Jason for the Loan. Instead, the aggregated sum of \$379,376.90 from the five cheques were used to redeem the mortgage of the Forest Woods Property. Thereafter, the Forest Woods Property was used to refinance a loan of \$500,000 and the defendant allegedly told the claimant to use \$250,000 out of the \$500,000 to repay Jason. The balance of the \$500,000 was for the claimant to use for her business. The defendant alleged that, subsequently, the claimant told him that she had repaid \$100,000 to Jason and the balance of \$150,000 she would repay to Jason slowly. The version of how the Loan was repaid in the defendant's affidavit and his testimony in court was also untruthful as there is clear evidence that the \$100,000 was a loan from the claimant to Jason for his medical expenses. The sum of \$100,000 from the claimant to Jason was not to repay part of the Loan owed by the defendant.

15 Secondly, the defendant said that the claimant told him that she had given \$100,000 to Jason for the repayment of the defendant's debt. This is clearly untrue. Jason's POSB bank statement³ revealed that the entry on 28 January 2022 stated that a sum of \$100,000 was credited into the account of Jason. This transaction was recorded in the POSB bank statement as "LOAN TO DAD". This corroborated the testimony of the claimant that she loaned Jason \$100,000 to cover his medical expenses. Jason was suffering from motor neurone disease and he had incurred huge medical bills. Jason's POSB bank statement indicated that he only had a balance of \$2,447.66 on 17 January 2022⁴. This was the last POSB bank account balance of Jason just before the entry that showed \$100,000 was credited into his account. Before the payment of \$100,000, Jason had asked the claimant when the defendant would repay the Loan as he needed money for his medical expenses. It was in these circumstances that the claimant lent a sum of \$100,000 to Jason. The defendant did not believe the claimant that she loaned \$100,000 to Jason as he alleges that Jason was a millionaire. Jason's POSB bank statement does not support the defendant's belief. Further, the POSB bank statement indicates that the claimant had lent Jason \$100,000.

16 Thirdly, the defendant in his defence at paragraph 5⁵ states that the Loan was not used solely for the purpose of the Cairnhill Property. He alleges that the UOB cheque of \$93,900 and the DBS cheque of \$46,950 issued by him, aggregating \$140,850, were used to pay towards the Forest Woods Property which was registered in the name of the claimant. This assertion is contradicted

³ ABD at p 103.

⁴ AB at p 103.

⁵ PB at p 10.

by the Loan Agreement⁶. In the Loan Agreement, which was handwritten by the defendant, it stated, *inter alia*, “The loan is for the purpose of paying for private property at Peak 1, Cairnhill.” There was no mention of the Forest Woods Property in the Loan Agreement. The Forest Woods Property was purchased in 2016 while the Loan was in 2018, *ie*, two years later. Therefore, the short-term loan of \$250,000 could not have been also for the purchase of the Forest Woods Property.

17 Further, the UOB and the DBS cheques⁷ were dated 20 January 2019 for the amount of \$93,900 and 10 September 2019 for the amount of \$46,950, respectively. The dates of the two cheques were long after the deadline of 30 November 2018 for the repayment of the Loan. The Loan Agreement appeared to be a temporary short-term loan of two months that had to be repaid by 30th November 2018, the latest. The purpose of the short-term loan could not be for payment towards the Forest Woods Property which took place long before the 30 November 2018 deadline for the repayment of the Loan. Even if these two cheques were used to pay towards the mortgage of the Forest Woods Property, the two cheques could not have come from the Loan. This is because the loan amount of \$250,000 was credited into the defendant’s OCBC bank account while the two cheques were issued not from the OCBC bank account but from the UOB and the DBS bank accounts. If the Loan was indeed for part-payment towards the Forest Woods Property, the defendant would have written in the Loan Agreement that the Loan was also for payment towards the Forest Woods Property. The undisputed fact is that the Forest Woods Property was not mentioned in the Loan Agreement. It was clearly not the intention of the

⁶ ABD at p 78.

⁷ ABD at pp 35-36.

defendant to use part of the Loan to pay towards the Forest Woods Property at the time of the Loan Agreement.

Oral agreement

18 The defendant alleges that there was an oral agreement or understanding between the claimant and the defendant that the claimant will repay the Loan due to Jason. There is no iota of evidence to suggest the existence of the oral agreement. It is merely the defendant's self-serving assertion. The defendant admitted that he borrowed from Jason the sum of \$250,000. The claimant was not a party to the Loan Agreement. Even if there were an oral agreement between the defendant and the claimant that the latter would repay the Loan on his behalf, it is a separate agreement altogether. As far as the defendant is concerned, he is undeniably the party to the Loan Agreement with Jason, and he has a legal obligation to pay to the Estate. As for the purported oral agreement, if it did exist, the defendant can commence a separate action against the claimant on the purported oral agreement.

19 It would appear that during the claimant's and the defendant's divorce mediation in May 2023, the claimant raised the issue of the unpaid Loan owing to Jason. The defendant claimed that he was shocked, but he did not rebut the allegation or mention that there was an agreement in which he gave money to the claimant for her to pay Jason. The defendant, who was then represented by a lawyer, did not put on record that the Loan from Jason had been redeemed.

Summary

20 In summary, the defendant gave two contradictory versions of how the Loan was repaid. Both the versions contain untruths.

21 The evidence shows that the defendant is not a truthful witness. His bare assertions are clearly self-serving and both his versions of how the Loan was repaid are illogical and unsupported by any evidence. The claimant, on the other hand, has made out a case, on a balance of probabilities, that the Loan remains unpaid.

Conclusion

22 For the above reasons, I order the defendant to pay to the Estate the sum of \$250,000. The defendant is further ordered to pay costs to the Estate, which is to be agreed or taxed.

Tan Siong Thye
Senior Judge

Yong Shu Wei Christopher and Tan Yun Hao, Alson
(Terra Law LLC) for the claimant;
The defendant in person.
