IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2018] SGHC 90

Originating Summons No 627 of 2017
(Summons No 2674 of 2017)

Between

Lakshmi Anil Salgaocar

… *Plaintiff*

And

(1) Jhaveri Darsan Jitendra
(2) Million Dragon Wealth Ltd

… *Defendants*

GROUNDS OF DECISION

[Civil procedure] — [Injunctions] — [Anti-suit injunction]
[Conflict of laws] — [Natural forum]

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Lakshmi Anil Salgaocar
v
Jhaveri Darsan Jitendra and another

[2018] SGHC 90

High Court — Originating Summons No 627 of 2017 (Summons No 2674 of 2017)
Kannan Ramesh J
26, 27 July; 7, 18, 26 September; 17 October; 1 December 2017; 18, 25 January; 8 February 2018

18 April 2018

Kannan Ramesh J:

1 On 16 May 2017, the first defendant ("Darsan") instituted proceedings against the estate of Anil Vassudeva Salgaocar ("Salgaocar") and the second defendant, Million Dragon Wealth Ltd ("MDWL"), in the Eastern Caribbean Supreme Court of the British Virgin Islands ("the BVI"). I shall refer to those proceedings as "BVI 83". By Originating Summons No 627 of 2017 ("OS 627"), the plaintiff, Lakshmi Anil Salgaocar ("Lakshmi"), Salgaocar's widow and the administratrix of his estate, applied, *inter alia*, for an anti-suit injunction to restrain Darsan from continuing proceedings in BVI 83. Having heard the parties' submissions, I dismissed OS 627 and provided detailed oral grounds. As Lakshmi has appealed against my decision, I now give my full reasons.

The facts

Background to the dispute

2 MDWL is a BVI-incorporated company and the sole shareholder of 22 other BVI-incorporated companies ("the Subsidiaries"). The Subsidiaries each own one unit in Newton Imperial, a condominium development in Singapore. I shall refer to the 22 units in Newton Imperial as "the 22 Units". The 22 Units are rented out. The rents are collected by Messrs Haridass Ho & Partners, a Singapore law firm, under an escrow agreement.

3 On 8 July 2014, Ms Pooja Darsan Jhaveri ("Pooja"), Darsan's daughter, executed a memorandum ("the Memorandum") in her capacity as the sole director of MDWL. At the material time, Pooja was the sole shareholder of MDWL as she held the single share in MDWL ("the Share"). The Memorandum provided for Pooja (as transferor) to transfer the Share to Salgaocar (as transferee), for the consideration of US$1. It would appear that the Memorandum itself effected the transfer and the Share was therefore transferred to Salgaocar on 8 July 2014. The transfer was registered with MDWL's register of members.

4 On 2 July 2015, Salgaocar lodged caveats against several properties in Singapore: six units in Newton Imperial (the same condominium development referred to above at [2]), 11 units in Waterford Residence, a condominium development, and 12 units in WCEGA Tower, a commercial property development. The Newton Imperial units are registered in the names of Darsan and his wife while the Waterford Residence and the WCEGA Tower units are registered in the names of three companies that Darsan controls. On 5 August and 12 October 2015, the registered proprietors of these properties filed Originating Summons No 727 of 2015 ("OS 727") and Originating Summons

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No 945 of 2015 ("OS 945") respectively, seeking orders for the removal of the caveats. I allowed OS 727 and OS 945 on 16 October 2017 and the defendants in those applications have appealed against my decision. For the avoidance of doubt, the properties that formed the subject matter of OS 727 and OS 945 do not include any of the 22 Units.

5 On 11 August 2015, Salgaocar commenced Suit No 821 of 2015 ("Suit 821") against Darsan in Singapore. In Suit 821, Salgaocar sought, *inter alia*, a declaration that Darsan held assets, including the six units in Newton Imperial that are registered in the names of Darsan and his wife, on trust for him and an order that Darsan convey the assets to him. The basis of Suit 821 is Salgaocar's claim that the parties entered into an oral agreement in Hong Kong in 2003 ("the 2003 Agreement") for Darsan to hold shares in various special purpose vehicles to be incorporated, including companies in the BVI, on trust for him. These companies in turn owned the assets that Salgaocar laid claim to in Suit 821. Salgaocar alleged that Darsan had breached the 2003 Agreement by transferring various assets, including the properties that were the subject matter of OS 727 and OS 945, to himself or entities controlled by him. On 28 December 2015, Darsan applied to strike out Suit 821.

6 It is crucial to note that the assets claimed by Salgaocar in Suit 821 included neither the Share nor the 22 Units. In fact, Salgaocar's allegation in Suit 821 was that Pooja held the Share as nominee of Darsan and had transferred it to Salgaocar as a "part-settlement" of the alleged breach of trust by Darsan. Seen from this perspective, it would make no sense for Salgaocar to have *also* claimed for the Share and/or the 22 Units in Suit 821 since, on his own case, he was already the legal and beneficial owner of the Share and the ultimate indirect owner, through MDWL and the Subsidiaries, of the 22 Units.

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7 On 20 March 2017, Darsan's BVI solicitors filed a stop notice in relation to the Share to prevent registration of any transfer of the Share without Darsan's solicitors being given notice of such transfer.

8 On 16 May 2017, Darsan commenced BVI 83. In BVI 83, Darsan claims that he is the sole beneficial owner of the Share for the following reasons:

> (a) In April 2014, each Subsidiary purchased one unit in Newton Imperial. According to Darsan, he funded these purchases by extending an interest-free loan to MDWL ("the Loan") which was recorded in MDWL's accounts as a shareholder's loan in Pooja's name.
>
> (b) Pooja held the Share in MDWL as Darsan's nominee.
>
> (c) In June 2014, an oral agreement was reached between Darsan and Salgaocar ("the 2014 Agreement") over the telephone while Darsan was in Hong Kong and Salgaocar was in India. The parties agreed that Salgaocar would pay Darsan an amount equal to the outstanding balance of the Loan after deducting certain sums. On payment of this sum, the beneficial interest in the Share would pass from Darsan to Salgaocar.
>
> (d) On 1 January 2016, Salgaocar passed away before paying Darsan what was due to him under the 2014 Agreement.

Accordingly, Darsan avers in BVI 83 that he remains the sole beneficial owner of the Share. He seeks a declaration to that effect, and an order that he be entered as the sole registered shareholder in MDWL's register of members. It is apparent therefore that the core issue in BVI 83 is whether there was in fact the 2014 Agreement.

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Procedural history

9 On 7 June 2017, Lakshmi filed OS 627 (see above at [1]). On 12 June 2017, Lakshmi filed Summons No 2674 of 2017 ("Summons 2674") for an interim anti-suit injunction to restrain Darsan from continuing proceedings in BVI 83 pending the determination of OS 627. On the same day, Lakshmi appeared before the Duty Registrar and sought an urgent hearing date on an *ex parte* basis for her application in Summons 2674.

10 Subsequently, the hearing for Summons 2674 was fixed before Kan Ting Chiu SJ on 13 June 2017. Counsel for Darsan, Mr Ramesh Kumar, appeared at the hearing. Mr Kumar requested for the matter to be heard on an *inter partes* basis and confirmed that he had instructions to accept service while reserving Darsan's right to challenge the jurisdiction of the court to hear the application. After hearing the parties, Kan SJ directed that the application proceed on an *inter partes* basis.

11 At a pre-trial conference ("PTC") on 29 June 2017, the Assistant Registrar fixed OS 627 and Summons 2674 to be heard together, given that OS 627 would dispose of Summons 2674. Consequently, I heard Lakshmi's applications in OS 627 and Summons 2674 together.

12 It should be noted that MDWL did not defend these proceedings. Specifically, MDWL was not present at the hearings and did not file any affidavits or submissions in its defence. This was understandable given that MDWL was not served with the relevant papers.

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The parties' cases

13 In support of her application for an anti-suit injunction, Lakshmi made the following submissions:

(a) Darsan is amenable to the jurisdiction of the Singapore court. However, Lakshmi appeared to accept that MDWL is not amenable to the jurisdiction of the Singapore court.

(b) Singapore is the natural forum, *ie*, the forum with the "most real and substantial connection with the dispute". By contrast, there are no factors which pointed to the BVI as the natural forum except for the fact that MDWL and the Subsidiaries were incorporated in the BVI.

(c) Salgaocar's estate would be oppressed in the BVI if an anti-suit injunction was not granted.

(d) Darsan would not be prejudiced from proceeding in Singapore. This, it was said, casts doubt on Darsan's *bona fides* in commencing BVI 83.

14 In response, Darsan made the following submissions:

(a) While it was accepted that Darsan is amenable to the jurisdiction of the Singapore court, the same could not be said about MDWL.

(b) Singapore is not the natural forum. Instead, the natural forum is the BVI.

(c) It would not be vexatious or oppressive for Darsan to pursue his claims in the BVI under BVI 83.

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(d) The anti-suit injunction would deprive Darsan of legitimate advantages in the BVI.

(e) Lakshmi had not come to the court with clean hands. Specifically, it was argued that Lakshmi had sought to abuse the court's processes and materially mislead the court in order to obtain *ex parte* relief by failing to make full and frank disclosure of material facts.

General principles relating to anti-suit injunctions

15 An anti-suit injunction may be granted to protect (1) substantive rights under a jurisdiction or arbitration agreement or (2) procedural rights from an abuse of process, or vexatious or oppressive conduct (see *BC Andaman Co Ltd and others v Xie Ning Yun and another* [2017] SGHC 64 ("*BC Andaman*") at [53]; Richard Fentiman, *International Commercial Litigation* (Oxford, 2nd Ed, 2015) ("*Fentiman*") at [16.39]).

16 It is settled law that, in a Category (1) case, the general rule is that an anti-suit injunction will be granted unless there are "strong reasons" not to do so (see *Morgan Stanley Asia (Singapore) Pte (formerly known as Morgan Stanley Dean Witter Asia (Singapore) Pte) and others v Hong Leong Finance Ltd* [2013] 3 SLR 409 ("*Morgan Stanley*") at [29]). This was not a Category (1) case, as there was no jurisdiction or arbitration agreement between the parties that had allegedly been breached by virtue of Darsan commencing BVI 83.

17 The general principles governing the grant of an anti-suit injunction are well-established (see *Ashlock William Grover v SetClear Pte Ltd and others* [2012] 2 SLR 625 at [37]; *John Reginald Stott Kirkham and others v Trane US Inc and others* [2009] 4 SLR(R) 428 ("*Trane*") at [24]). The broad principle underlying the grant of an anti-suit injunction is that it will be granted when the

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ends of justice require it (see *Morgan Stanley* at [26]; *Evergreen International SA v Volkswagen Group Singapore Pte Ltd and others* [2004] 2 SLR(R) 457 ("*Evergreen International*") at [15]; *Fentiman* at [16.10]). In *Trane*, the Court of Appeal affirmed the approach taken in *Evergreen International* and held that a court should consider the following four elements in deciding whether to grant an anti-suit injunction (see *Trane* at [28]):

> (a) whether the defendants are amenable to the jurisdiction of the Singapore court;
>
> (b) the natural forum for resolution of the dispute between the parties;
>
> (c) the alleged vexation or oppression to the plaintiffs if the foreign proceedings are to continue; and
>
> (d) the alleged injustice to the defendants as an injunction would deprive the defendants of the advantages sought in the foreign proceedings.

While the Court of Appeal added a fifth element – whether the foreign proceedings were commenced in breach of an agreement between the parties (see *Trane* at [29]) – this fifth element did not apply here as this was not a Category (1) case (see above at [16]). I now address the four relevant elements in turn.

Amenability to jurisdiction

18 Being amenable to the jurisdiction of the Singapore court simply means that the court must have *in personam* jurisdiction over the party against whom the anti-suit injunction is sought (see *Koh Kay Yew v Inno-Pacific Holdings Ltd* [1997] 2 SLR(R) 148 ("*Koh Kay Yew*") at [17]; *Trane* at [30]). Accordingly, this element would be satisfied by the proper service of the originating process or through submission to the court's jurisdiction.

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19 On the facts, it was not in dispute that Darsan, who had been served with the papers for OS 627, is amenable to the jurisdiction of the court. In this regard, I note that even though Darsan's position at the hearing before Kan SJ on 13 June 2017 was to accept service with reservation of his right to challenge the court's jurisdiction (see above at [10]), this reservation was no longer maintained at the hearing before me.

20 At the same time, it was undisputed that MDWL is *not* amenable to the jurisdiction of the court because it had neither submitted to the court's jurisdiction nor been served with the relevant papers. In fact, Lakshmi made clear in her submissions that MDWL was just a "nominal defendant" and "no relief [was] sought from [it]".

21 I agreed with the positions taken in relation to Darsan and MDWL. Accordingly, an anti-suit injunction could only be granted against Darsan and not MDWL.

Natural forum

General principles

22 The principles in relation to the natural forum element are also relatively well-established (see *Trane* at [33]). The Court of Appeal in *Trane* held that the natural forum in this regard referred to the forum with which the dispute has the "most real and substantial connection". In the context of an application for an anti-suit injunction, it is not sufficient merely to show that Singapore is *an* appropriate forum, it has to be shown that Singapore is "clearly the *more* appropriate forum" [emphasis in original]. In this regard, it is the applicant for an anti-suit injunction that bears the onus of showing that Singapore is clearly the more appropriate forum.

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23 In determining the natural forum, the principles stated in *Spiliada Maritime Corporation v Cansulex Ltd* [1987] AC 460 ("*Spiliada*") apply (see *Trane* at [33]; *Koh Kay Yew* at [18]). In essence, the focus is on connecting factors between the dispute and Singapore. Accordingly, the court will consider all relevant factors, including "factors relating to convenience or expense (such as the availability of witnesses)" and "the law governing the transaction and the places where the parties respectively reside or carry on business" (see *Trane* at [34]).

24 Turning to the factors raised in this case, Lakshmi argued that Singapore was the natural forum for several reasons:

(a) MDWL and the Subsidiaries were tax resident in Singapore.

(b) The 22 Units are located in Singapore. The rental income they generated was also collected in Singapore.

(c) Several potential witnesses were in Singapore, and the alleged loan that Darsan made to MDWL was connected to Singapore.

(d) Suit 821, OS 727 and OS 945 were ongoing actions in Singapore, and "deal with the same substratum of facts" as BVI 83, *ie*, "whether [Darsan] held assets on behalf of [Salgaocar"]. Suit 821 and OS 727 dealt with the issue of whose money was used to develop Newton Imperial.

I now consider each of these factors.

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Ongoing actions in Singapore

Whether Suit 821 was deemed discontinued

25 Lakshmi's argument that there were ongoing proceedings in Singapore raised the issue of whether Suit 821 was deemed discontinued. While this issue was also argued in OS 727 and OS 945, it was not necessary for me to decide it then. It was, however, alive and pertinent here. The thrust of Lakshmi's submissions was that the issues raised in BVI 83 should properly be determined in Suit 821 instead. In particular, Lakshmi submitted that there was a common issue in Suit 821, BVI 83, OS 727 and OS 945 namely the 2003 Agreement. As regards BVI 83, Lakshmi contended that the Memorandum was entered into because of the 2003 Agreement and not the 2014 Agreement. Accordingly, in order to avoid inconsistent findings in BVI 83 and Suit 821 on the 2003 Agreement, it would be correct to have the issue of 2014 Agreement heard and disposed of together with central issue in Suit 821, *ie*, whether there was the 2003 Agreement. This would require BVI 83 to be stayed. As this argument was predicated on Suit 821 *not* having been deemed discontinued in the first place, I found it appropriate to consider this issue in detail here.

26 The issue of the deemed discontinuance of Suit 821 arose because of a confluence of two unfortunate factors. First, the passing of Salgaocar on 1 January 2016 following the commencement of Suit 821. Second, and related thereto, the dispute that arose between Lakshmi as Salgaocar's wife, and Chandana Anil Salgaocar ("Chandana") as Salgaocar's daughter, over who should be appointed administratrix of the estate. This resulted in protracted proceedings between Lakshmi and Chandana in the Family Justice Courts in HCF/P 338/2016 which in turn led to a paralysis of Suit 821 as there was no one to represent the estate to take the action forward.

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27 Darsan argued that the last step that any party took in Suit 821 was on 28 December 2015, when he applied for the court to strike out Suit 821. Accordingly, Darsan's submission was that Suit 821 had been deemed discontinued under O 21 r 2(6) of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) one year later on 28 December 2016. Order 21 r 2(6) provides as follows:

> **Discontinuance of action, etc., without leave (O. 21, r. 2)**
>
> …
>
> (6) Subject to paragraph (6A), if no party to an action or a cause or matter has, for more than one year (or such extended period as the Court may allow under paragraph (6B)), taken any step or proceeding in the action, cause or matter that appears from the records maintained by the Court, the action, cause or matter is deemed to have been discontinued.

28 I would add that since the hearing of the present applications (*ie*, OS 627 and Summons 2674), I have also heard the parties in Originating Summons No 1293 of 2017 ("OS 1293") and Summons No 5581 of 2017 ("Summons 5581"). In OS 1293, Darsan sought a declaration that Suit 821 had been deemed discontinued pursuant to O 21 r 2(6) on the basis of the argument described above (see [27]). Lakshmi, the defendant in OS 1293, contested the application, and also applied by way of Summons 5581 for a declaration that Suit 821 was not deemed discontinued and, in the alternative, for an order for reinstatement of Suit 821 in the event that it was declared as deemed discontinued.

29 On 19 February 2018, I heard parties' submissions on OS 1293 and Summons 5581; submissions that were, I should note, far more extensive than those made in the present applications on the specific issue of the deemed discontinuance of Suit 821. Having heard those submissions, I dismissed OS 1293 and allowed prayer 1 of Summons 5581 (*ie*, that Suit 821 had not been deemed discontinued) by way of an oral judgment on 22 February 2018. In the premises, it was not necessary for me to consider prayer 2 of Summons 5581

concerning reinstatement of Suit 821. Nonetheless, I made the observation that I would have allowed reinstatement if I was incorrect in my view that Suit 821 had not been deemed discontinued.

(1) Order 15 r 9(1)

30 I mention OS 1293 and Summons 5581 because, at the hearing for those applications, I was referred to O 15 r 9(1) by Mr Davinder Singh SC who was instructed counsel for Lakshmi in those applications. Mr Singh submitted that upon the death of a plaintiff, the operative regime for failure to proceed with the action was O 15 r 9(1) and not O 21 r 2(6). Order 15 r 9(1) provides as follows:

> **Failure to proceed after death of party (O. 15, r. 9)**
>
> 9.—(1) If after the death of a plaintiff or defendant in any action the cause of action survives, but no order under Rule 7 is made substituting as plaintiff any person in whom the cause of action vests or, as the case may be, the personal representatives of the deceased defendant, *the defendant or, as the case may be, those representatives may apply to the Court for an order that unless the action is proceeded with within such time as may be specified in the order the action shall be struck out as against the plaintiff or defendant, as the case may be, who has died; but where it is the plaintiff who has died, the Court shall not make an order under this Rule unless satisfied that due notice of the application has been given to the personal representatives (if any) of the deceased plaintiff and to any other interested persons who, in the opinion of the Court, shall be notified.*
>
> [emphasis added]

31 Upon consideration of the matter, I took the view, in OS 1293 and Summons 5581, that Lakshmi was correct in saying that the applicable regime was O 15 r 9(1). This view is consonant with the view taken by the Court of Appeal in *Teo Gim Tiong v Krishnasamy Pushpavathi (legal representative of the estate of Maran s/o Kannakasabai, deceased)* [2014] 4 SLR 15 ("*Teo Gim Tiong*") at [33]. In *Teo Gim Tiong*, the plaintiff claimed against the defendant in tort for causing him personal injury. The defendant admitted partial liability

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and on the issue of damages made an offer to settle. While the offer to settle remained open, the plaintiff passed away intestate. The plaintiff's mother then filed and obtained an order of court for her to be made a party to the proceedings as the legal representative of the plaintiff's estate under O 15 r 7(2) ("the substitution order") (see below at [35]). Crucially, at the time the plaintiff's mother obtained the substitution order, she had not applied for and obtained letters of administration in respect of the plaintiff's estate. Thereafter, also before obtaining letters of administration, the plaintiff's mother purported to accept the offer to settle on behalf of the plaintiff's estate. The question that arose before the Court of Appeal was whether a settlement agreement had come into being upon acceptance of the offer to settle by the plaintiff's mother (see *Teo Gim Tiong* at [2]).

32 The Court of Appeal held that the plaintiff's mother was not properly authorised to act for the estate when she obtained the substitution order since she had not been granted letters of administration (see *Teo Gim Tiong* at [19]). Specifically, it was said that the grant of letters of administration was not a "mere formality or technicality" but "a rule conveying substantive rights" (see *Teo Gim Tiong* at [32]). Consequently, without being appointed administratrix, all acts of the plaintiff's mother taken on behalf of the plaintiff's estate were nullities, including her acceptance of the offer to settle.

33 More significantly for present purposes, the Court of Appeal made certain observations (at [33]) on the proper procedure to be adopted in such a situation which merit setting out in full:

> In the circumstances, the correct procedure would have been for the proceedings to be stayed pending the grant of letters of administration. Entitlement to apply for letters of administration is one thing but entitlement to act on behalf of the estate is another. The only person entitled to act for the estate is the person to whom letters of administration have been

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> granted. The [plaintiff's mother] might feel entitled to act for [the [plaintiff's] estate but until she has been so granted the authority to do so she would not be able to act for his estate. That said, we did not think that pending the grant, she would be incapacitated from applying for a stay of proceedings; *under O 15 r 9(1) of the Rules of Court, the action will not be struck out where a plaintiff has died, unless the court is*:
>
> > … satisfied that due notice of the application has been given to the personal representatives (if any) of the deceased plaintiff and to *any other interested persons who, in the opinion of the Court, shall be notified.*
>
> The Rules of Court therefore appear to contemplate that *such person(s) as might be considered interested may seek a stay pending grant of letters of administration* so that the action may proceed on the proper footing. As the action would not be struck out in the interim, we could not see any prejudice to the [plaintiff's mother] if she had taken this course.
>
> [emphasis added]

34 These observations by the Court of Appeal made it quite clear, in my view, that O 15 r 9(1) is the applicable regime upon the death of a plaintiff in the proceedings. Specifically, the Court of Appeal's statement that the Rules of Court "appear to contemplate that such person(s) as might be considered interested may seek a stay pending grant of letters of administration" can only be a reference to the wording in O 15 r 9(1), *viz*, "any other interested persons".

35 In my judgment, this approach provides a fairer and more balanced solution as to how proceedings are to be continued upon the death of a plaintiff. When a person dies intestate, his real and personal property vests in the Public Trustee pursuant to s 37(1) of the Probate and Administration Act (Cap 251, 2000 Rev Ed) ("the PAA"). This must include the benefits of any cause of action that is being pursued in proceedings in court. However, s 37(3) of the PAA makes it clear that the vesting of the real and personal property on the Public Trustee "shall not, without more, confer or impose on him any power, duty, right, equity, obligation or liability in respect of the estate." In other words, the

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Public Trustee is neither able nor under a duty to take any steps in the proceedings. The proceedings would therefore be at a standstill pending the grant of letters of administration. In that scenario, O 15 r 9(1) permits the defendant, *inter alia*, to apply for an order that the action be struck out unless it is proceeded with within a specified time. The court will not make the order sought unless it is satisfied that due notice has been given to interested persons, who could be the putative administrator of the plaintiff's estate, that the action is at risk of being struck out if it is not proceeded with within a specified time. In that situation, as noted in *Teo Gim Tiong,* the putative administrator can apply for a stay of proceedings pending the grant of letters of administration. The trigger therefore is the application by the defendant to strike out under O 15 r 9(1) resulting in notice being given to the putative administrator. Thereafter, the administrator can apply to be substituted as a party pursuant to O 15 r 7(2) *after* obtaining letters of administration. Order 15 r 7(2) provides as follows:

> **Change of parties by reason of death, etc. (O. 15, r. 7)**
>
> …
>
> (2) Where at any stage of the proceedings in any cause or matter the *interest or liability of any party is assigned or transmitted to or devolves upon some other person*, the Court may, if it thinks it necessary in order to ensure that all matters in dispute in the cause or matter may be effectually and completely determined and adjudicated upon, *order that other person to be made a party to the cause or matter and the proceedings to be carried on as if he had been substituted for the first-mentioned party*. An application for an order under this paragraph may be made ex parte.
>
> [emphasis added]

36 In my judgment, it is clear that O 15 r 7(2) allows for an administrator to be substituted as the plaintiff to carry on proceedings (see Jeffrey Pinsler SC, *Singapore Court Practice 2017* (LexisNexis, 2016) at [15/7/1]; *Lee Foon Juan v Neo Foo Kee* [1958] 2 MC 118). However, the substitution order can only be

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made after grant of letters of administration at the time (see *Teo Gim Tiong* at [40]). Pending that, the putative administrator ought to apply for a stay of proceedings. An appropriate balance is therefore struck in O 15 r 9(1) between a defendant who is anxious not to have an action against him unresolved, and the plaintiff who is unable to proceed with the cause of action because of his passing. It follows, from O 15 r 9(1) being the applicable regime, that it is only after such a substitution that O 21 r 2(6) becomes applicable and the action liable to being deemed discontinued in the event of inaction. In the circumstances, I rejected Darsan's argument, in OS 1293 and Summons 5581, that Suit 821 had been deemed discontinued.

(2) Alternative grounds

37 Order 15 r 9(1) was not cited to me by either party in the course of the hearings or in the written submissions in the present applications. It was brought to my attention by Mr Singh who was not before me in the present applications. Nonetheless, for reasons which were also my alternative grounds for reaching my decision in OS 1293 and Summons 5581, I also took the view in the present applications that Suit 821 had not been deemed discontinued even if O 21 r 2(6) were the applicable regime.

38 Contrary to Darsan's submissions, there had in fact been steps taken after Darsan's application to strike out Suit 821 on 28 December 2015. On 30 June 2016, solicitors for Chandana attended a PTC for Suit 821. At that PTC, the court directed Chandana to apply for letters of administration of the estate of Salgaocar by 14 July 2016 for the purpose of conducting and proceeding with Suit 821, failing which Suit 821 would be struck out. Chandana complied with this direction by filing the necessary application in the Family Justice Courts. Her solicitors informed the court of this at a subsequent PTC on 18 July 2016.

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In my judgment, Chandana's compliance with the court's direction, which was subsequently reflected in the Notes of Evidence of the PTC for Suit 821 on 18 July 2016, amounted to taking a step in Suit 821. Darsan made two arguments as to why such a view would not be correct.

39 First, Darsan argued that Chandana's application was not a step *in Suit 821* because it was filed in the Family Justice Courts. In my view, this argument took an overly restrictive interpretation of what constituted a "step or proceeding" for the purposes of O 21 r 2(6). In my judgment, a "step or proceeding" for the purposes of O 21 r 2(6) should be construed broadly. As the Court of Appeal has held, it does not even have to be one that moves the action forward towards resolution (see *Chua Peng Ho v Saravanan a/l Subramaniam (dependent of the estate of Lingaswari a/p Koushanan, deceased) and others* [2017] 2 SLR 409 ("*Chua Peng Ho*") at [4]). What O 21 r 2(6) proscribes is simply the "total inaction or inactivity" in proceedings. Thus, the Court of Appeal in *Chua Peng Ho* held that the extraction of an interlocutory judgment amounted to a "step or proceeding" for the purposes of O 21 r 2(6).

40 This also comports with the rationale behind the introduction of O 21 r 2(6). As Judith Prakash J (as she then was) observed in *Moguntia-Est Epices SA v Sea-Hawk Freight Pte Ltd* [2003] 4 SLR(R) 429 at [1]:

> … the courts of Singapore have adopted a proactive approach towards the conduct and control of litigation proceedings. The philosophy manifested in the case management practice we follow is that it is in the best interests of litigants, and the public at large who have an interest in the proper disposition of scarce judicial resources, *if every case commenced in the courts is conducted expeditiously and efficiently*. To that end, *one of the steps adopted was the amendment of O 21 r 2(6) of the [Rules of Court] so as to provide for the automatic discontinuance of any action, cause or matter where no step has been taken by any party for more than one year.*
>
> [emphasis added]

Prakash J was, in this context, referring to the amendment to O 21 by the Rules of Court (Amendment No. 2) Rules 1999 which introduced, for the first time, the deemed discontinuance of an action as provided for in O 21 r 2(6). The wording of O 21 r 2(6) was subsequently amended to the present form by the Rules of Court (Amendment) Rules 2000. Prakash J's observations make it clear that the purpose behind the introduction of the deemed discontinuance was to ensure the expeditious and efficient disposition of cases. That would comport with why it is only in cases of "total inaction or inactivity" that O 21 r 2(6) would apply.

41 Having considered the purpose behind the rule, I am of the view that it would not accord with the purpose of O 21 r 2(6) to interpret "step or proceeding" to exclude Chandana's compliance with the direction made at the PTC on 30 June 2016 just because such compliance took the form of an application in separate proceedings. Notwithstanding that Chandana's application in the Family Justice Courts for letters of administration was not a filing in Suit 821, it cannot be gainsaid that the filing was in furtherance of Suit 821. It was after all a step taken towards ensuring that the legal representative of the estate was substituted as plaintiff to enable the action to be taken forward. Further, it was pursuant to a direction by the court in Suit 821 made for the purpose of taking the action forward. These to me were the critical points. These were steps taken for the estate of Salgaocar, which became the plaintiff upon his passing. In that light, it should not matter that Chandana's application was filed in the Family Justice Courts and not in Suit 821.

42 It would also be overly restrictive to read "records maintained by the Court" as meaning records of the court in relation to Suit 821 *only*. Where the proceedings are inter-related, as it was here, it seems only correct to read the

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record of these proceedings collectively for the purpose of O 21 r 2(6), bearing in mind that the purpose of the rule is to stamp out inactivity.

43 Second, Darsan argued that Chandana's application was irrelevant to the operation of O 21 r 2(6) because Chandana was not a party to Suit 821. I did not accept this argument. As noted above (at [41]), upon Salgaocar's passing, the estate of Salgaocar became the plaintiff in Suit 821. The key question was thus whether the steps taken by Chandana, as the putative administrator, to apply for grant of letters of administration were steps taken by the estate in Suit 821. In my view, they were. As noted earlier (at [35]), upon the death of an intestate plaintiff, the estate is unable to take the action forward until a substitution order is made following the grant of letters of administration. In that period, steps taken by the putative administrator to apply for and obtain the grant of letters of administration would be in effect steps taken by the estate to resolve the paralysis in the action. This should be distinguished from the situation in *Teo Gim Tiong* where the step, *ie*, acceptance of the offer to settle, was not a step to further the action. It was instead a step taken to deal with the assets of the estate by compromising its cause of action. The two situations seem materially different. The direction at the PTC on 30 June 2016 was made to Chandana in her capacity as the putative administrator of Salgaocar's estate. Chandana complied with the direction in that capacity by applying for letters of administration in the Family Justice Courts. The steps she took were steps taken for a party to Suit 821, namely the estate of Salgaocar.

44 For completeness, I note also that no appeal has been filed against my decision in OS 1293 and Summons 5581. In my judgment, the outcome of OS 1293 and Summons 5581 confirms my decision here to reject Darsan's argument that Suit 821 had been deemed discontinued and that there are therefore no ongoing proceedings in Singapore.

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45 For all the above reasons, I found that Suit 821 had not been deemed discontinued from 28 December 2016. In the circumstances, it was immaterial that the estate of Salgaocar did not avail itself of O 21 r 2(6A), which provides that O 21 r 2(6) would not apply if the action was stayed, or O 21 r 2(6B), which allows for the one-year period under O 21 r 2(6) to be extended. Suit 821 was still alive when Lakshmi filed the present application on 7 June 2017 (see [9] above).

The relevance of the ongoing actions in Singapore

46 Having established that Suit 821 is still alive, I return to assess the relevance of the ongoing actions as connecting factors to Singapore. As mentioned (see above at [24(d)]), Lakshmi relied on Suit 821, OS 727 and OS 945 as connecting factors which make Singapore the natural forum given that they involve the same "substratum of facts". I address each of these in turn.

47 I first address Suit 821. I acknowledge that Darsan's case in BVI 83, which rests on the 2014 Agreement, may be challenged with reference to the 2003 Agreement (if that agreement is proved), and that the 2003 Agreement is the core investigation in Suit 821. However, in my view, that Suit 821 was an ongoing action in Singapore did not have great weight for two reasons.

48 First, it seems to be settled law that in determining the natural forum, the weight to be accorded to parallel proceedings within the jurisdiction depends on how far those proceedings have advanced, *ie*, the "Cambridgeshire Factor" (see *Morgan Stanley* at [63]; *Spiliada* at 485–486). The principle underlying the "Cambridgeshire Factor" is that where complex proceedings are already underway to a substantial extent within the jurisdiction, it would contribute to "efficiency, expedition and economy" (see *Spiliada* at 486) for the same set of counsel and experts involved in the litigation to also handle new proceedings

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that might be commenced. In *PT Sandipala Arthaputra v STMicroelectronics Asia Pacific Pte Ltd and others* [2015] 5 SLR 873 ("*Sandipala*") at [102] and [105], George Wei J emphasised that material developments over the course of *three years* in Singapore proceedings tilted the balance in favour of Singapore being the natural forum. In *Sandipala*, trial dates for the Singapore proceedings had been fixed. By contrast, Suit 821 has not proceeded beyond the pleadings stage. This is undoubtedly due to Salgaocar's passing but that does not change the legal analysis. I was therefore not convinced that the progress of Suit 821 in Singapore thus far would contribute sufficiently to efficiency, expedition and economy as to tilt the balance in favour of Singapore being the natural forum for BVI 83.

49 Second, another key factor is whether and to what extent similar issues arise in the parallel proceedings (see *Virsagi Management (S) Pte Ltd v Welltech Construction Pte Ltd and another appeal* [2013] 4 SLR 1097 ("*Virsagi Management*") at [47]). In this connection, while the nature of the reliefs sought will usually be relevant to whether there are similar issues in the parallel proceedings, that alone is not determinative; indeed, two actions may raise the same factual issues even if different reliefs are sought therein (see *Sandipala* at [115]; *Virsagi Management* at [47]). Here, the fact that neither party in Suit 821 seeks any relief regarding the Share or the 22 Units (see above at [6]) was an indication that the issues in Suit 821 and BVI 83 did not overlap. This was supported by a closer look at the claims in each action. The central issue in BVI 83 is whether Darsan and Salgaocar made the 2014 Agreement. It seemed to me that this is not in substance an issue in Suit 821. The key factual matter in Suit 821 is whether Darsan and Salgaocar made the 2003 Agreement. Further, while the existence and effect of the 2003 Agreement *may* also be an issue in BVI 83, the point was that the key factual issue in BVI 83 (*ie*, the existence and effect of the 2014 Agreement) is absent from Suit 821.

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50 The connection in relation to OS 727 and OS 945 was similarly of little weight. The simple point was that those proceedings also did not deal with either the Share or the 22 Units, or indeed the 2014 Agreement (see above at [4]).

51 Accordingly, I did not agree with Lakshmi's submissions that the ongoing actions, in particular Suit 821, in Singapore were significant connecting factors between BVI 83 and Singapore as the natural forum.

Location of the witnesses and parties

52 There is no strong connection between the parties who might be involved in BVI 83 and Singapore. Lakshmi and Darsan are Indian nationals who are resident in India and Hong Kong respectively. MDWL is a BVI-incorporated company.

53 Similarly, the fact that several potential witnesses are in Singapore is not material. First, the evidence was that BVI law allowed for witnesses to be examined by way of video link. It is settled law that if a forum allows for evidence to be taken by video link, the location of the witnesses may carry little weight in determining the natural forum (see *Trane* at [39]). Second, and in any event, it was not immediately clear how relevant the evidence of these potential witnesses would be to BVI 83. Specifically, Lakshmi argued that the architect, the main contractors and the lawyer who collected the rental payments from the 22 Units could give evidence on the "circumstances [of] the development of Newton Imperial". This, on its face, did not appear to relate to the key issue of BVI 83 which was the existence and effect of the 2014 Agreement. Further, the subject matter of BVI 83 was the Share and not the 22 Units or any other units in Newton Imperial. To this extent, the relevance of these witnesses' evidence to BVI 83, even as background facts, appeared to be hardly significant.

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Location of the 22 Units

54 I did not attribute much weight either to the fact that the 22 Units are located in Singapore and that the rental income they generate is also collected in Singapore. Crucially, the dispute in BVI 83 is over the Share and not the Subsidiaries or the 22 Units. I accept that resolution of BVI 83 will determine who is entitled to control the 22 Subsidiaries, which own the 22 Units here. However, in my view this connection between BVI 83 and Singapore is indirect and irrelevant. Control over the Subsidiaries and the 22 Units is simply consequential upon the resolution of the dispute.

55 Instead, the relevant connecting factor was the subject matter of BVI 83 – the Share. This in turn points to the BVI as the natural forum given that the Share is in MDWL, a BVI-incorporated company, and ownership of the Share would be reflected on MDWL's register of members.

My conclusion on natural forum

56 To conclude the analysis on the natural forum element, I held that Lakshmi did not establish that Singapore is the clearly more appropriate forum for the resolution of BVI 83. I now turn to the issue of whether it would be vexatious or oppressive to Lakshmi for Darsan to proceed with BVI 83.

Vexation and oppression

57 Lakshmi argued that BVI 83 is vexatious and oppressive for three reasons. First, the claim in BVI 83 is frivolous and vexatious, commenced in bad faith and doomed to fail. Second, BVI 83 and Suit 821 involve the same facts; thus, if Darsan is not restrained from continuing BVI 83, the risk of inconsistent findings will arise. Third, it would be difficult for her to defend

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BVI 83 as she would need to apply for and obtain letters of administration in the BVI. I did not accept these arguments. I address them in turn.

Frivolous and vexatious, commenced in bad faith and doomed to fail

58 I found that Lakshmi had not established that BVI 83 was frivolous and vexatious or that it is doomed to fail. This was a high threshold that Lakshmi had not surpassed. In her submissions, Lakshmi made the following points:

> a. [Darsan] himself has acknowledged that he would have to account to [Salgaocar]. So [the 2003 Agreement] cannot be questioned. The only question was how much and the proof of that sum.
>
> b. When the initial letter of demand was issued on 14.5.15, [Darsan] did not issue an outright denial. Instead, he wrote on 22.5.14 and asked [Salgaocar] to hold off until 15.6.14 as he could only meet [Salgaocar] after 10.6.14.
>
> c. Why would [Darsan] even discuss / negotiate with [Salgaocar] if all the assets, including MDWL, the Subsidiaries and the 22 Units were developed with his own funds?
>
> d. The timeline of the transfer of the 22 Units occurred only after solicitors issued the letter of demand. This cannot be coincidental.
>
> e. [Darsan's] contentions are inconsistent with the document Pooja signed in blank on accepting that she would "cease to be the beneficial owner" of MDWL and that, [Salgaocar] would be the "sole beneficial owner" of MDWL.
>
> No such document would have been signed in blank if there were a loan that remained to be repaid.
>
> f. [Darsan] does not explain how, or why, on paying US$ 1.00 for MDWL's share, [Salgaocar] becomes personally liable for MDWL's debt.
>
> There is no logical legal or factual basis for this.
>
> …
>
> h. Why is the claim in BVI 83 made so late and the only serious action taken 3 years later?

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59 I accept that these points may well raise questions over Darsan's account of the 2014 Agreement. However, these points are ultimately for the trial judge in BVI 83 to assess. These points were far from conclusive in showing that Darsan's claim in BVI 83 is doomed to fail, and I was unable to find as such on the basis of the affidavit evidence alone.

60 I was also unable to find that BVI 83 was commenced in bad faith. This was not a case, for example, where a foreign action was instituted after proceedings in Singapore had reached an advanced stage, as was the case in *Sandipala*. As noted earlier, Suit 821 has not moved beyond the pleadings stage. Further, the primary plank of Lakshmi's argument that BVI 83 was commenced in bad faith was her contention that Darsan's claim in BVI 83 is without merit. As I have found that Lakshmi has not established at this stage that BVI 83 is doomed to fail, her argument on bad faith also fell away. I was therefore unable to find that BVI 83 was commenced in bad faith.

The risk of inconsistent findings

61 Next, I accept that the continuation of BVI 83 and Suit 821 would entail the risk of inconsistent findings, in particular in relation to the 2003 Agreement. However, it was not in dispute that the mere risk of inconsistent findings does not, without more, justify granting an anti-suit injunction. As accepted by Lakshmi, this proposition is "trite". As such, the mere fact that the BVI and Singapore courts might make inconsistent findings on the factual issues that overlap in BVI 83 and Suit 821 was an insufficient basis to restrain Darsan from proceeding with his claim in BVI 83.

62 Further, I would reiterate that the factual issues in BVI 83 and Suit 821 are not identical. It bears repeating that the 2014 Agreement is not of key

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importance in Suit 821 (see above at [49]). At the same time, the 2003 Agreement, which is the focus of Suit 821, is not the focus of BVI 83.

Unduly onerous because of the need to apply for letters of administration in the BVI

63 Finally, it was also not clear to me that it would be unduly onerous for Lakshmi to defend BVI 83 just because she would have to apply for letters of administration in the BVI. If she had to do the same to proceed with Suit 821 in Singapore (which in fact she did), it was difficult to understand how such a procedure could, without more, make it unduly onerous for her to defend BVI 83. Further, and in any event, I noted that Lakshmi had in fact *already* applied to the court in the BVI through her solicitors for the grant of letters of administration. That being the case, whatever difficulties that might have arisen had, by the time of the present applications, become a thing of the past. I noted as well that there was no suggestion that letters of administration would not be forthcoming.

Deprivation of legitimate advantages in the BVI

64 For completeness, I should make clear that I did not place much weight on Darsan's argument that an anti-suit injunction would deprive him of legitimate advantages in proceeding in the BVI. While this is the fourth element referred to above (at [17]), it has to be considered only *after* a *prima facie* case of vexation or oppression has been made out by an applicant for an anti-suit injunction (see *Trane* at [53]). Given my conclusion above (at [57]) that BVI 83 is not vexatious or oppressive, this element was therefore a non-issue.

65 Further, it is also clear that the focus is on the deprivation of "legitimate juridical advantages" (see *Evergreen International* at [32]). However, Darsan

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did not identify any legitimate juridical advantages associated with proceeding in the BVI that would materially weigh against the grant of an anti-suit injunction. Specifically, Darsan argued that if an anti-suit injunction were granted, he would have to begin fresh proceedings in Singapore to vindicate his rights in relation to the 2014 Agreement, before commencing separate proceedings in the BVI to obtain his desired remedies (assuming he succeeded in Singapore). However, this would be true in many cases where an anti-suit injunction is granted. The fact that anti-suit injunctions are granted notwithstanding the presence of this factor indicates that it is not very compelling.

66 In any event, Lakshmi's indication that she is prepared to undertake to (1) consent to judgment in the BVI on terms that are identical to the terms of any Singapore judgment that Darsan might obtain (if he had to commence proceedings in Singapore on the 2014 Agreement) and (2) accept service of any such subsequent BVI proceedings that Darsan might have to commence diminishes any such difficulties or risks that Darsan might face as a result of having to commence separate (and subsequent) proceedings in the BVI. I therefore did not accord much weight to Darsan's argument here.

67 Finally, I would note that this was perhaps a point better considered within the natural forum analysis insofar as the need for further proceedings in the BVI may count *against* Singapore being the natural forum. Nonetheless, given my finding above that Singapore was *not* the natural forum for BVI 83 (at [56]), I did not need to rely on this point as such. Perhaps in a less clear case, such a point could be relied upon to tilt the balance away from Singapore as the natural forum.

Unclean hands

68 Darsan also made the submission that an anti-suit injunction should not be granted given that Lakshmi had come to court with "unclean hands". In this regard, it was argued that the "ends of justice would not be served" by granting an anti-suit injunction here.

69 I accept that the court has the discretion to refuse the grant of an anti-suit injunction where an applicant has not come with clean hands. As noted above (at [17]), the broad principle guiding the grant of an anti-suit injunction is to serve the ends of justice. Such a discretion also comports with the nature of an anti-suit injunction, *ie*, as a form of equitable relief (see *BC Andaman* at [52]).

70 However, I found that there was insufficient evidence that Lakshmi had come to court with "unclean hands". Specifically, Darsan relied on two points to show Lakshmi's "unclean hands". I did not accept either of these points.

71 First, it was argued that Lakshmi sought to "abuse the court's processes" to obtain the anti-suit injunction. In support of this, Darsan relied on (1) the delay by Lakshmi to file the present applications and (2) her failure to give notice to Darsan's Singapore counsel, Allen & Gledhill LLP ("A&G"), when the present applications were taken out. I did not agree that either showed an attempt by Lakshmi to abuse the court's processes for the following reasons:

(a) With regard to the alleged delay on the part of Lakshmi in seeking an anti-suit injunction, on Darsan's own case, this delay was only three weeks. That did not seem to me to be an inordinately long period of time such that a party is considered not to have come to the court with clean hands. Counsel, both in the BVI and in Singapore,

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would have had to take instructions from and render advice to Lakshmi regarding this development. In the circumstances, I was of the view that some latitude could be afforded to a party, in this case Lakshmi, before the decision to seek an anti-suit injunction was made.

(b) On the second point, it is correct that notice should be given to the other concerned parties prior to a hearing of an *ex parte* injunction except in cases of extreme urgency (see *Bouvier, Yves Charles Edgar and another v Accent Delight International Ltd and another and another appeal* [2015] 5 SLR 558 at [115]; Supreme Court Practice Directions at para 41). However, this was not a case where Lakshmi had failed or omitted to give notice to Darsan's counsel entirely. The complaint by Darsan was really that notice was given to the wrong set of counsel. I note that it was not disputed that notice was given to Darsan's BVI counsel, Harney Westwood & Riegels ("Harneys"). This was a misunderstanding if anything and was, in my judgment, adequately explained by Lakshmi. Lakshmi's account was simply that she had been corresponding with Harneys, and not A&G, in relation to BVI 83 and the stop notice that had been filed in relation to the Share (see above at [7]). In addition, when Lakshmi's counsel wrote to Harneys, with A&G copied, on 29 May 2017 seeking confirmation that BVI 83 would not be proceeded with for the time being, Harneys did not copy A&G in their reply. Lakshmi took that as an indication that A&G was not involved in this aspect of the litigation. In this regard, I accept Lakshmi's explanation as to why notice was given to Harneys instead of A&G.

72 Second, it was argued that Lakshmi sought to mislead the court when she sought the *ex parte* anti-suit injunction before Kan SJ on 13 June 2017 (see above at [10]). Specifically, Darsan submitted that Lakshmi (1) omitted to

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mention that Suit 821 had been deemed discontinued, (2) omitted to mention that Suit 821 had not passed the pleadings stage before it was deemed discontinued and (3) claimed that there was an overlap in the issues in OS 727 and BVI 83. I did not agree that any of these three points indicated an attempt by Lakshmi to mislead the court for the following reasons:

(a) The first two points hinge on Darsan's view that Suit 821 had been deemed discontinued, a position which Lakshmi obviously did not share. Indeed, as I have found above (at [45]), this was in fact not the case. Further, the scope of disclosure does not extend to every conceivable or theoretical defence, but only plausible ones (see *The "Vasiliy Golovnin"* [2008] 4 SLR(R) 994 at [87]). In my judgment, it was not unreasonable for Lakshmi to have taken the view that the alleged deemed discontinuance of Suit 821 was not a plausible defence that had to be disclosed, especially given the sound case for reinstatement even if Suit 821 was found to have been deemed discontinued.

(b) On the third point, I did not consider such a claim by Lakshmi to be so off the mark as to be misleading the court. The point made by Lakshmi in the affidavit that she filed to support her *ex parte* application was that the "underlying issue that has to be decided [in Suit 821 and OS 727] is whether [the 2003 Agreement] can be enforced against [Darsan]". This was, and still is, Lakshmi's case. While I do not agree that such a view is correct, this does not mean that Lakshmi intended to mislead the court. It was acceptable, in my judgment, for Lakshmi to put forward her case in this manner.

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73 In any event, I would note that Darsan was in no way prejudiced by any of these matters that he had raised. As was mentioned above (at [10]), Mr Kumar from A&G did appear for the hearing before Kan SJ. To that extent, the fact that notice had not been given to A&G caused no prejudice to Darsan, albeit fortuitously. As to the matters raised by Lakshmi that allegedly indicated an attempt to mislead the court, Mr Kumar had the opportunity to address any or all of these points at the hearing given that he was present. As such, it could not be said that Darsan was prejudiced by being unable to address any misleading claims or omissions on the part of Lakshmi. Finally, I would note that at the conclusion of that hearing, Kan SJ did not issue an anti-suit injunction but instead directed that the application be heard *inter partes*. The ultimate result, therefore, shows that no prejudice was occasioned to Darsan in this regard.

74 For these reasons, I did not agree with Darsan that an anti-suit injunction should be refused on the basis that Lakshmi had not come to the court with clean hands.

Conclusion

75 In the final analysis, Lakshmi did not show that Singapore is clearly the more appropriate forum for the resolution of BVI 83. She also did not show that it would be vexatious or oppressive to her for Darsan to proceed with BVI 83. I therefore found that an anti-suit injunction should not be granted to restrain Darsan from proceeding with BVI 83. Accordingly, I dismissed OS 627 and Summons 2674.

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76 As costs should follow the event, I awarded costs for OS 627 and Summons 2674 to Darsan.

Kannan Ramesh
Judge

Kanapathi Pillai Nirumalan, Liew Teck Huat, Achala Menon and Sean Lee (Niru & Co LLC) for the plaintiff;
Ang Cheng Hock SC, Ramesh Kumar s/o Ramasamy and Koh Zhen-Xi Benjamin and Jerald Soon (Allen & Gledhill LLP) for the defendants.

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