

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

[2025] SGCA 26

Court of Appeal / Civil Appeal No 50 of 2024

Between

Wei Ho-Hung

... Appellant

And

Lyu Jun

... Respondent

In the matter of Originating Application No 806 of 2022
(Summons No 392 of 2024)

Between

Lyu Jun

... Applicant

And

Wei Ho-Hung

... Respondent

GROUND S OF DECISION

[Contempt of Court — Civil contempt]

[Contempt of Court — Sentencing — Whether custodial sentence warranted]

TABLE OF CONTENTS

INTRODUCTION.....	1
THE FACTS	3
THE PARTIES	3
PROCEDURAL HISTORY.....	3
<i>The events of the underlying suit.....</i>	<i>3</i>
<i>The committal proceedings below.....</i>	<i>5</i>
THE DECISION BELOW	7
THE PARTIES' CASES ON APPEAL.....	10
THE APPELLANT'S CASE	10
THE RESPONDENT'S CASE.....	12
ISSUES TO BE DETERMINED	13
WHETHER THE JUDGE ERRED IN EXTENDING THE TIME FOR THE RESPONDENT TO CURE HIS FAILURE TO EFFECT PERSONAL SERVICE UNDER O 23 R 4(1) OF THE ROC 2021	14
WHETHER THE ORDER WAS AMBIGUOUS SUCH THAT IT WAS NOT SUSCEPTIBLE TO ENFORCEMENT BY WAY OF AN APPLICATION FOR COMMITTAL.....	16
WHETHER THE APPELLANT'S FAILURE TO SIGN THE TRANSFER FORM AND HAND OVER THE CERTIFICATE OF TITLE FOR THE PROPERTY AMOUNTED TO CONTEMPT OF COURT.....	18
WHETHER THE CUSTODIAL SENTENCE WAS PROPORTIONATE IN THE CIRCUMSTANCES	21
CONCLUSION.....	23

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Wei Ho-Hung

v

Lyu Jun

[2025] SGCA 26

Court of Appeal — Civil Appeal No 50 of 2024
Steven Chong JCA, Judith Prakash SJ and Ang Cheng Hock J
9 May 2025

18 June 2025

Steven Chong JCA (delivering the grounds of decision of the court):

Introduction

1 The law of contempt of court seeks to uphold the standing of the court. Its fundamental purpose is to ensure that the court's orders and authority are respected so as to promote the effective administration of justice in our legal system; it is the means by which the court upholds its own legitimacy, especially when persons scandalise the court or intentionally disobey its orders. This appeal focuses on the latter type of contempt.

2 In most cases involving contempt in the form of disobedience of court orders, the contemnor remains in breach of the court order that forms the subject matter of the contempt proceedings. In other words, the act that the court order compels him or her to do remains outstanding. The present case is unusual in that the court order that grounded the contempt proceedings against the

appellant (as the committal respondent), HC/ORC 1135/2023 (the “Order”), had contemplated that she might not comply with its terms and had made provision to allow the respondent (as the committal applicant) to achieve the very purpose of that court order – in this case, the transfer of the contested property located at 7 Leedon Heights, #01-18 D’Leedon, Singapore 267953 (the “Property”) – without the assistance of the appellant.

3 This case was further complicated by its quasi-matrimonial nature. This appeal was spawned by the bitter breakdown of the relationship between the parties, who have been embroiled in acrimonious litigation against each other for six years now. The respondent had claimed *vide* HC/S 625/2019 (“Suit 625”) for a return of assets that he had either transferred to the appellant or that the appellant had purchased with his moneys during the tenure of their relationship. A Judge of the General Division of the High Court (the “Judge”) found in the respondent’s favour and, pertinent to this appeal, ordered the appellant to transfer the Property to the respondent. The Judge’s decision was reported in *Lyu Jun v Wei Ho-Hung* [2021] SGHC 268 (“Judgment (HC)”) and affirmed on appeal in *Wei Ho-Hung v Lyu Jun* [2022] 2 SLR 1066 (“Judgment (AD)”). Before us, it was not disputed that the appellant did not comply with the Order, and that the respondent eventually managed to procure the transfer of the Property to himself without her assistance.

4 The key question in this appeal was therefore, notwithstanding that the purpose of the Order had already been accomplished, whether the Court could still examine the contemnor’s conduct *prior* to the fulfilment of the Order in the context of a committal application. Related to this question were two issues raised by the appellant which we considered necessary to address in our decision: (a) the proper interpretation of O 23 r 4(1) of the Rules of Court 2021 (“ROC 2021”) as regards the timing for the service of the committal application;

and (b) what is required when the Court orders a party to perform an act “immediately”.

5 The Judge answered the question above in the affirmative, and we agreed. We dismissed the appeal, although we reduced the sentence from four weeks’ imprisonment to two weeks’ imprisonment. These are our detailed grounds.

The facts

6 The background to this matter is stated more fully in the Judgment (HC). We set out the details germane to the present appeal.

The parties

7 The parties were in a short-lived relationship from 2016 to 2019. The respondent transferred substantial sums of money to the appellant to purchase, among other things, assets in Singapore. One such asset was the Property, which was purchased with the respondent’s money.

Procedural history

The events of the underlying suit

8 The Judge agreed with the respondent’s claims in Suit 625 that his moneys were not transferred to the appellant as a gift, but in furtherance of their intention to eventually live together as husband and wife. Therefore, when the parties’ relationship broke down, the respondent was entitled to claim the return of the moneys and assets pursuant to the established rules of property law. What is relevant to this appeal is that the Judge granted a declaration that the

respondent owned 100% of the Property: Judgment (HC) at [94]. This finding was upheld on appeal: Judgment (AD) at [65].

9 Following the disposal of the appeal, the respondent commenced HC/OA 806/2022 (“OA 806”) to, among other claims, obtain an order compelling the appellant to transfer the Property to himself. On 14 March 2023, the Judge granted the Order. In relation to the Property, the Order required:

1. That the [appellant] ***shall immediately do all things necessary*** to transfer 100% of her rights, title and interests in the [Property] to the [respondent].

[emphasis added in bold italics]

The Order contemplated the possibility of the appellant’s non-compliance with the transfer, stating:

2. That the Registrar of the Supreme Court of the Republic of Singapore under section 14 of the Supreme Court [of] Judicature Act 1969 [(2020 Rev Ed)] is empowered to execute, sign or indorse all necessary documents relating to matters contained in this order on behalf of the [appellant] should the [appellant] fail to do so within seven (7) days of [a] written request being made by the [respondent] to the [appellant]. In such an event, the [appellant] shall be liable for all costs and incidentals incurred on an indemnity basis.

In that regard, this second prayer of the Order served as a “fallback” should the appellant fail to comply with the first prayer.

10 As it transpired, the appellant did not take any steps to comply with the Order, notwithstanding that she had received a transfer form and demand letter from the respondent’s solicitors. She even tried to prevent the transfer of the Property by (a) refusing to sign the transfer form; (b) failing to hand over the Certificate of Title for the Property to the respondent; (c) objecting to the respondent’s application for a new Certificate of Title for the Property; and (d) lodging a caveat against the Property, claiming that she was its beneficial

owner after the respondent had completed the transfer. Counsel for the respondent, Mr Qabir Sandhu, confirmed at the hearing of the appeal that it was this last act that triggered the respondent to commence contempt proceedings against the appellant.

The committal proceedings below

11 On 21 November 2023, some eight months after the Judge’s decision was delivered in OA 806, the respondent applied for permission to commence committal proceedings against the appellant *vide* HC/SUM 3588/2023 (“SUM 3588”). On 5 February 2024, the Judge granted permission for committal proceedings to be brought against the appellant.

12 On 7 February 2024, the respondent commenced committal proceedings against the appellant *vide* HC/SUM 392/2024 (“SUM 392”). It is relevant at this juncture, and material to this appeal, to refer to the procedural requirements that the respondent had to fulfil once the court granted its permission to bring the committal application against the appellant. Under O 23 r 4(1) of the ROC 2021, the committal applicant must:

... apply for the committal order within 14 days by summons in the originating application without notice or by summons in the action, and serve the following on the committal respondent by ***personal service***:

- (a) the originating application without notice or summons without notice for permission under Rule 3(2);
- (b) the supporting affidavit under Rule 3(3);
- (c) the order granting permission under rule 3(1);
- (d) the summons for the committal order under this paragraph.

[emphasis added in bold italics]

The relevant cause papers that were to be served on the appellant were thus (a) SUM 3588 (being the summons without notice for permission to commence committal proceedings against the appellant); (b) the affidavit filed in support; (c) the Order of Court dated 5 February 2024 granting SUM 3588; and (d) SUM 392 (collectively the “Relevant Documents”).

13 On 19 February 2024, the Relevant Documents were served on the appellant *via* email. However, this was before any application for dispensation of personal service or substituted service had been made. Two unsuccessful attempts were made at personal service of the Relevant Documents on the appellant on 19 February 2024 and 21 February 2024.

14 On 8 March 2024, at the first hearing of SUM 392, the respondent sought an adjournment of two weeks to review the appellant’s affidavit as it was filed late. At that same hearing, counsel for the appellant at the time, Mr Jimmy Yap objected to the committal application on the basis that personal service was not effected, based on his understanding of O 23 r 4(1) of the ROC 2021 that personal service should also have been effected within 14 days after permission to bring the committal order was granted.

15 The Judge agreed that personal service should have been effected, but observed that the 14 day requirement “may only apply to the filing, and not to the service”. Nevertheless, “[o]ut of an abundance of caution”, the Judge granted an extension of time to the respondent to serve the Relevant Documents personally within seven days of 8 March 2024 (*ie*, the date of the hearing), and if personal service could not be effected, to make an application for substituted service or dispensation of service within seven days thereafter.

16 Personal service of the Relevant Documents was attempted unsuccessfully on 9 March 2024. On 15 March 2024, the respondent applied for the dispensation of personal service on the appellant or substituted service *vide* HC/SUM 738/2024. The Judge granted permission for substituted service on 1 April 2024. Substituted service was effected on the appellant on 9 April 2024 by way of email.

17 The hearing of SUM 392 took place on 19 August 2024. On 21 August 2024, the Judge delivered his decision. The Judge found the appellant liable for contempt of court and sentenced her to one month’s imprisonment.

The decision below

18 The Judge held that the committal proceedings were not procedurally irregular with respect to the personal service of documents relating to OA 806 (including the transfer form for the Property) on the appellant on 24 March 2023. These were not the Relevant Documents referred to above, but were the Order, an accompanying penal notice and a transfer form in respect of the Property which was sent for the appellant’s signature. Irrespective of whether personal service was required as a matter of law, the Judge was satisfied that the documents were personally served on the appellant on 24 March 2023. As evidenced by the contemporaneous note prepared by the respondent’s process server, it was clear that the process server had passed the documents to the appellant’s domestic helper, as the appellant was reportedly asleep when the process server arrived at her residence, and the appellant’s domestic helper returned with the appellant’s signature on the cover letter. In any case, the documents were also conveyed to the appellant *via* email.

19 As regards the appellant’s liability, the Judge found that all the acts – save for the lodging of the caveat – amounted to a breach of the Order. First, the

appellant's failure to sign the transfer form for the Property breached the Order. This was because her only defence below was that the Order did not state the precise time allowed for compliance; she *accepted* that she never signed the transfer form and that doing so was a necessary step to transfer the Property to the respondent. Both the Order itself and O 17 r 2(3) of the ROC 2021 required immediate compliance with the Order.

20 Considering O 17 r 2(2) of the ROC 2021, which subjected the court's discretion to fix the time allowed for compliance with an order to an overriding requirement of "reasonableness", the Judge concluded that "immediate compliance" meant "the *shortest* time within which the defendant may *reasonably* be expected to procure compliance with the order" [emphasis in original]. Plainly, the appellant had positively refused to comply with the Order, and this was a clear breach of the Order.

21 Second, the Judge held that the appellant's failure to surrender the original title deeds for the Property and her objection to the respondent's application for a replacement Certificate of Title also constituted a breach of the Order. The Judge held that the surrender or re-issue of the Certificate of Title to the Property was a necessary part of the process of effecting the transfer of the rights, title and interests in the Property to the respondent.

22 Furthermore, the Judge found on the oral evidence led by the appellant at the hearing below that the appellant *did* in fact procure the sending of an email on 21 July 2023 to the Singapore Land Authority ("SLA") to object to the respondent's application for a replacement Certificate of Title for the Property. The Judge found that her oral evidence – that she did not remember sending or giving instructions for the sending of that email – was contradicted by her own lawyer's letter dated 20 August 2024, which stated that the email was "sent on

her behalf’. The Judge concluded that the appellant had blatantly lied to the court, and that she knew of and gave instructions for the sending of the email, which was in breach of the Order.

23 Third, the Judge held that the caveat lodged by the appellant in respect of the Property did not breach the Order, as it occurred after the respondent had become the registered proprietor of the Property, and, in any event, the caveat could not evidence or create an interest in the land.

24 The Judge further held that that the appellant’s three breaches (as outlined above) were done with the requisite *mens rea*, in that they were done intentionally. The appellant understood her obligations in respect of the Order but was not willing to perform them, and even went as far as to obstruct the transfer of the Property to the respondent.

25 The Judge imposed a sentence of one month’s imprisonment on the appellant. The Judge noted that the Property had already been transferred, and that the prejudice only laid in the delay and additional costs incurred by the respondent in the transfer. However, the Judge held that a custodial sentence was warranted to ensure that the administration of justice was not undermined. In particular, the Judge found that the appellant’s conduct was calculated to obstruct the Order; she fully understood what she was ordered to do but failed to do it, and aggravated matters by lying to the court in the contempt proceedings.

The parties' cases on appeal

The appellant's case

26 Before us, the appellant argued that the contempt proceedings were procedurally irregular and that her conduct did not amount to an intentional breach of the Order.

27 On the procedural front, the appellant claimed in her written submissions that the Judge erred by granting the respondent an extension of time to effect personal service of the Relevant Documents on her. She argued that the respondent's failure to effect personal service within 14 days of being granted permission to commence committal proceedings (as required by O 23 r 4(1) of the ROC 2021) should have removed the court's jurisdiction over the committal application, and that the Judge's decision to grant the extension of time deprived the appellant of procedural safeguards under the Rules of Court.

28 This was different from the submissions made before the Judge. In the proceedings below, the appellant put up a bare defence in reliance on this Court's decision in *QU v QV* [2008] 2 SLR(R) 702 ("*QU v QV*"). She argued that the Order was defective within the meaning of O 45 r 5(1)(a) of the *repealed* Rules of Court (Cap 322, R 5, 2006 Rev Ed) ("ROC 2006") as it did not state the precise time allowed for compliance. Therefore, the Order could not be enforced by way of a committal application. During the committal hearing on 19 August 2024, the appellant also argued that there was no evidence of personal service of documents relating to the *originating application* (and not the *committal* application). In particular, Mr Yap contended that there was no personal service of the transfer form for the Property.

29 During the hearing of this appeal, the appellant abandoned her earlier submissions and instead focused on how O 23 r 4(2) of the ROC 2021 required that there be at least 21 days between the date on which personal service of the Relevant Documents is effected and the first hearing of the committal application. Mr Yap submitted that the committal application was improperly brought since the first hearing of that application *ie*, 8 March 2024, took place before the 21 days had elapsed from the date of service; as no personal service was effected before that first hearing, O 23 r 4(2) ROC 2021 was not complied with, and the entire application had to be dismissed for being procedurally irregular. He also disagreed with this Court’s observation that the hearing could be adjourned until the 21 days had elapsed in order to comply with O 23 r 4(2) ROC 2021.

30 On the substantive front, the appellant claimed that the alleged breaches did not amount to contempt for the same reasons which she had advanced below, that:

- (a) The Order was ambiguous as regards the length of time for compliance with its terms;
- (b) The failure to sign the transfer form was not wilful disobedience of the Order, as the Order empowered the Registrar of the Supreme Court (“Registrar”) to sign the transfer form if the appellant failed to do so;
- (c) The appellant’s objection to the replacement Certificate of Title for the Property was not calculated to obstruct the enforcement of the Order, as (i) a Certificate of Title was not needed to transfer the Property to the respondent, and (ii) it was not proven that she had sent the 21 July

2023 email to the SLA in objecting to the replacement Certificate of Title; and

(d) The appellant did not possess the requisite *mens rea*.

31 Finally, the appellant claimed that the custodial sentence was unduly harsh and disproportionate, as the respondent had already obtained legal title to and possession of the Property before the contempt proceedings were commenced, and thus she did not have the “usual” opportunity to purge her contempt, which would have allowed her to mitigate her offence.

The respondent’s case

32 The respondent argued that no extension of time was necessary to effect personal service, as there was no requirement for personal service to be effected within 14 days of the court granting permission to bring the committal application. Further, the appellant did not dispute that service was properly effected *after* the hearing on 8 March 2024 was adjourned. The Judge plainly had the power to grant such an extension under O 3 r 2(1) and O 3 r 4(1) of the ROC 2021. There was no prejudice occasioned to the appellant in any case as she was present and represented at the 8 March 2024 committal hearing.

33 On the substance of the appellant’s appeal, the respondent submitted that:

(a) The appellant’s objection to the propriety of the Order (*ie*, that it failed to specify a time for compliance) was a non-starter. The appellant had not complied with the Order at all, much less within a reasonable timeframe. In the alternative, the respondent submitted that since the appellant had affirmatively demonstrated that she did not intend to

comply with a court order, the principle that a party should not be punished for contempt when he does not know when an omission becomes a breach of a court order (as laid down in *QU v QV*) should not apply, in reliance on *Baker, Michael A (executor of the estate of Chantal Burnison, deceased) v BCS Business Consulting Services Pte Ltd and others* [2024] 3 SLR 302.

(b) The Registrar’s signing of the transfer form for the Property did not excuse the appellant’s disobedience of the Order.

(c) The appellant disobeyed the Order by failing to hand over the Certificate of Title for the Property, failing to sign the transfer form for the Property, and objecting to the respondent’s application for a replacement Certificate of Title. Plainly, she failed to facilitate the transfer of the Property to the respondent as required by the Order.

34 On the sentence imposed on the appellant, the respondent submitted that the Judge’s imposition of a one-month custodial sentence was merited, based on the factors the Judge had considered and previous decisions where the court imposed a custodial sentence for a breach of a court order.

Issues to be determined

35 There were four issues before us on appeal:

(a) Whether the Judge erred in extending the time for the respondent to cure his alleged failure to effect personal service under O 23 r 4(1) of the ROC 2021;

(b) Whether the Order was ambiguous such that it was not susceptible to enforcement by way of an application for committal;

(c) Whether the appellant’s failure to sign the transfer form and hand over the Certificate of Title for the Property amounted to contempt of court; and

(d) Whether the custodial sentence was proportionate in the circumstances.

Whether the Judge erred in extending the time for the respondent to cure his failure to effect personal service under O 23 r 4(1) of the ROC 2021

36 We held that the Judge did not err in granting the extension of time to the respondent to serve the Relevant Documents on the appellant.

37 As highlighted by the Judge, a plain reading of O 23 r 4(1) of the ROC 2021 shows that it does not require personal service to be effected within 14 days of obtaining permission to bring the committal application. We reproduce O 23 r 4 in its entirety below to illustrate our point:

Application for committal order after permission of Court granted (O. 23, r. 4)

4.—(1) After permission is granted under Rule 3, the committal applicant must apply for the committal order within 14 days by summons in the originating application without notice or by summons in the action, and serve the following on the committal respondent by personal service:

- (a) the originating application without notice or summons without notice for permission under Rule 3(2);
- (b) the supporting affidavit under Rule 3(3);
- (c) the order granting permission under Rule 3(1);
- (d) the summons for the committal order under this paragraph.

(2) There must be at least 21 days between the service under paragraph (1) and the hearing date.

38 In our judgment, a plain reading of O 23 r 4(1) of the ROC 2021 shows that the 14-day timeline only stipulates the deadline by which the committal applicant must apply for the committal order, after having obtained permission to do so. It does not apply to limit the time period within which service must be done. That is clear from the distinct separation of the clause referring to the specific timeline within which the committal applicant must *apply* for the committal order and the clause referring to the requirement for personal *service*.

39 Furthermore, we held that the purpose of the 21-day period under O 23 r 4(2) of the ROC 2021 was to ensure that the contemnor had sufficient time to prepare her defence before the committal application was heard. Plainly, more than 21 days had elapsed between the date when substituted service was effected (9 April 2024) and the actual date when the committal application was heard (19 August 2024).

40 Although the fixing of the first hearing date on 8 March 2024 did not comply with the 21-day requirement, this did not mean that the entire application was defective. That was a strained and impractical reading of this rule. As we pointed out to Mr Yap at the hearing of this appeal, there was no reason why this rule could not be complied with by adjourning the first hearing for the committal application until service was duly effected and for 21 clear days to elapse between the service and the committal hearing.

41 Our analysis is further supported by *Singapore Civil Procedure 2025* vol 1 (Cavinder Bull gen ed) (Sweet & Maxwell, 2024), which does not mention any such timeline for personal service of the summons for the committal to be effected. Instead, it explains at para 23/4/1 that the timeline in O 23 r 4(1) of the ROC 2021 was derived from O 52 r 3(3) of the revoked Rules of Court (2014 Rev Ed) (“ROC 2014”), under which a failure to file the summons for an order

of committal within 14 days after permission was granted would result in court permission lapsing and a need for a fresh application for permission.

42 In fact, under O 52 r 3(3) and (4) of the ROC 2014, the sections on (a) the timeline within which the committal application should be brought; and (b) the requirement for personal service were in distinct sub-rules:

(3) Unless within 14 days after such leave was granted the application for the order of committal is entered for hearing, the leave shall lapse.

(4) Subject to paragraph (5), the *ex parte* originating summons or summons, the statement, and the supporting affidavit under Rule 2, the order granting leave and the application for the order of committal must be served personally on the person sought to be committed.

43 In our view, the new ROC 2021 did not intend to create a new “timeline” within which a committal applicant had to *serve* the committal application. Therefore, there was in fact no need for the Judge to have granted the extension of time for personal service to be effected. Indeed, the Judge remarked that he had done so “[o]ut of an abundance of caution”.

Whether the Order was ambiguous such that it was not susceptible to enforcement by way of an application for committal

44 To begin with, the appellant’s submissions (premised on *QU v QV*) were mistakenly predicated on O 45 r 5(1)(a) of the *repealed* ROC 2006, which provided that where “a person required by a judgment or order to do an act within a time specified in the ... order refuses or neglects to do it within that time ... the order ... may be enforced by ... an order of committal”. However, the applicable rule for this case is O 17 r 2(3) of the ROC 2021, which in contrast expressly states that “[i]f no time for compliance is specified [in the order], it is deemed that the order requires *immediate* compliance” [emphasis added]. That essentially put paid to the appellant’s reliance on this court’s holding in *QU v*

QV at [19] that a party cannot be punished for contempt of court for disobeying a court order directing him to do a positive act *where that court order does not specify a time for doing the act in question*. Nevertheless, we take this opportunity to clarify what it entails for a party to comply with a court order “immediately”.

45 We affirmed the Judge’s reasoning below that requiring “immediate” compliance with the Order was subject to the overall standard of reasonableness, as prescribed by O 17 r 2(2) of the ROC 2021:

(2) Where an order requires a person to pay money, to do or to stop doing an act or to perform a duty, ***the Court must give that person a reasonable time within which to comply*** unless the Court intends that the money must be paid, the act must be done or stopped or the duty must be performed on the day that the order is given.

[emphasis added]

46 The Judge held that O 17 r 2(2) subjects the court’s discretion to fix the time allowed for compliance to an overriding requirement of “reasonableness”, such that “immediate compliance” meant “the shortest time within which the defendant may reasonably be expected to procure compliance with the order”. He then held that the appellant positively refused to comply with the Order, which was a clear breach of the same.

47 In our judgment, the appellant’s entire conduct in obstructing the transfer of the Property could not be viewed as reasonable by any measure. The Order requiring the transfer of the Property was made on 14 March 2023, and the transfer form for the Property was received by the appellant on 24 March 2023. We should emphasise that this was not a case where the appellant had delayed in complying with the Order such that the issue of what constitutes a reasonable time for compliance became germane. Instead, we were concerned

with a stark case where no steps *whatsoever* were taken to facilitate the transfer. Indeed, as we elaborate below, the appellant even took steps to stymie the transfer of the Property to the respondent.

48 Therefore, in our judgment, the Order did not suffer from any such latent ambiguity as submitted by the appellant that made it inappropriate for the respondent to bring committal proceedings against the appellant.

Whether the appellant’s failure to sign the transfer form and hand over the Certificate of Title for the Property amounted to contempt of court

49 Whether the appellant had acted in contempt must be examined with reference to what the appellant was required to do under the terms of the Order. The Order required that the appellant “shall immediately do all things necessary to transfer 100% of her rights, title and interests in the [Property] to the [respondent].” However, contrary to the Order, the appellant (a) failed to sign the transfer form; (b) failed to hand over the Certificate of Title for the Property to the respondent; (c) objected to the respondent’s application for a new Certificate of Title for the Property; and (d) lodged a caveat against the Property after it had been transferred to the respondent.

50 We emphasise that the different acts or omissions of the appellant had to be viewed as a continuum, rather than as a set of discrete actions. They each provided the relevant context under which the appellant’s conduct should be assessed. Together, they did not paint a picture of a contemnor who was confused or unable to comply with the terms of the Order, but one who deliberately wanted to ensure that the purpose of the Order would not be fulfilled.

51 The two acts which the respondent claimed the appellant was required to do were (a) to sign the transfer form; and (b) to hand over the Certificate of Title. As for (a), the Registrar was “empowered to execute, sign or indorse all necessary documents relating to matters contained in this order on behalf of the [appellant] should the [appellant] fail to do so within seven (7) days of [a] written request being made”. In other words, the Order expressly contemplated and provided for non-compliance by the appellant in which event, the appellant shall be liable for all costs and incidentals incurred on an indemnity basis in procuring the Registrar to sign the transfer form in place of the appellant. Notwithstanding that the respondent had the option to procure the transfer *via* the Registrar in the event of the appellant’s non-compliance and did so successfully, the appellant’s acts and omissions nevertheless amounted to contempt of court.

52 This option did not alter the fact that the appellant had deliberately failed to comply with the express terms of the Order. It did not, and cannot, excuse the appellant’s non-compliance. Although the respondent successfully applied for the Registrar to execute the transfer form on 10 April 2023, it did not follow that the appellant was not in breach of the Order.

53 As conceded by Mr Yap during the appeal hearing, the appellant did not know that the respondent had invoked the option to procure the Registrar to sign the transfer form. She was not informed of this by the respondent’s solicitors. Nor was she informed as to when the transfer of the Property to the respondent was completed.

54 It would thus appear that the appellant’s failure or refusal to sign the transfer form was not because she thought that her signature was no longer required. The inquiry as to whether an act amounts to contempt of court should

be examined from the perspective of the alleged contemnor *ie*, the appellant. Based on the evidence, she remained in deliberate breach in her continuing refusal to sign the transfer form.

55 Accordingly, we could not accept the appellant’s main argument that there was no breach of the Order simply because the Order had provided for a mode of addressing the appellant’s non-compliance. The “backup” option in the Order did not change the fact that the appellant was in breach of her obligations under the Order. As we pointed out to Mr Yap at the hearing, it could not be the case that because the Order had made provision for such non-compliance, that the appellant could breach the Order with impunity.

56 Our conclusion was fortified by three further acts by the appellant. First, the appellant deliberately refused to hand over the Certificate of Title for the Property. While we accept that the return of the Certificate of Title was not specifically identified in the Order, the need for the return was expressly set out in the letter of 24 March 2023. At no time was the appellant under any impression that she was not required to return the Certificate of Title on account of the fact that this was not spelt out in the Order. It would have come within the wide words of the Order requiring her “to do all things necessary to transfer” the Property to the respondent.

57 In our judgment, it also did not lie in the mouth of the appellant to raise technical arguments that the Certificate of Title for the Property was not necessary to facilitate the transfer to justify her refusal to return the Certificate of Title to the respondent. We agreed with the Judge that the Certificate of Title was necessary to facilitate the transfer. This was clear from s 42(1) of the Land Titles Act 1993 (2020 Rev Ed) which requires the Certificate of Title to be produced in order to register a property in the Land Titles Registry. The

appellant had offered no good reason for withholding the return of the Certificate of Title, which in turn caused the respondent to apply for the replacement Certificate of Title.

58 Second, in an email dated 21 July 2023 to the SLA, which was sent by the appellant’s lawyer on her behalf, the appellant objected to the respondent’s application for a replacement Certificate of Title for the Property. Although this was denied by the appellant, in our view, there was no conceivable reason why the appellant’s lawyer would have sent the email to the SLA without the appellant’s instructions.

59 Third, the appellant’s caveat filed on 1 November 2023 was also consistent with her intention to obstruct the transfer. While the Judge found that the caveat did not amount to an act of contempt because the caveat ultimately did not prevent the transfer, it did not detract from the obstructive conduct of the appellant in her efforts to thwart the transfer of the Property.

60 We therefore agreed with the Judge that the appellant intentionally breached the Order and that the *mens rea* requirement was amply satisfied.

Whether the custodial sentence was proportionate in the circumstances

61 We concluded, bearing in mind the appellant’s multiple acts to obstruct the transfer of the Property, that a custodial sentence was warranted.

62 In considering the factors set out in *Sembcorp Marine Ltd v Aurol Anthony Sabastian* [2013] 1 SLR 245 at [67]–[68] (“*Sembcorp Marine*”) as cited by Mr Sandhu, we did not evaluate them in a mechanistic way. These factors were not checkboxes to be ticked off and had to be considered based on the circumstances of the present case.

63 In our view, the relevant factors were as follows. First, the attitude behind the contemptuous behaviour (*Sembcorp Marine* at [68(a)]). The appellant had acted deliberately against the Order to obstruct the transfer of the Property to the respondent, and even continued to assert ownership of the Property after it had been duly transferred to the respondent. Second, the motive for committing the contemptuous act (*Sembcorp Marine* at [68(b)]). We considered that the appellant had done the acts with the intention of disobeying, and even thwarting, the very purpose of the Order. Third, the nature of the contemptuous act (*Sembcorp Marine* at [68(f)]). As the appellant had sought to obstruct the Order in a deliberate and sustained manner over four different acts and omissions, which included active steps to thwart the execution of the Order, we considered the contemptuous acts to be sufficiently grave to warrant a short term of imprisonment.

64 It was also an aggravating factor that the appellant lied before the Judge in the contempt proceedings, although we formed the view that she appeared to come clean in the later part of the hearing when confronted with the letter which her lawyers had sent to the court.

65 In that regard, in order to protect the respect for the court's orders and its authority, we agreed with the Judge below that a term of imprisonment was warranted. Nevertheless, we did not think that the contemnor's breach was severe enough to warrant a term of one month's imprisonment, and reduced her sentence to two weeks' imprisonment to reflect the fact that the prejudice caused to the respondent was limited to some delay and additional costs incurred in the transfer.

Conclusion

66 For these reasons, we dismissed the appeal but reduced the appellant’s sentence from one month’s imprisonment to two weeks’ imprisonment.

67 We ordered the appellant to surrender her passport to the Sheriff by 5pm on the day of the hearing (9 May 2025). We also ordered the appellant to surrender herself to the Sheriff’s office of the Supreme Court on 16 May 2025 at 10.00am to commence serving her sentence. We ordered costs of \$20,000 (inclusive of disbursements) to the respondent, with the deposit for the appeal to be released to the respondent’s solicitors.

Steven Chong
Justice of the Court of Appeal

Judith Prakash
Senior Judge

Ang Cheng Hock
Judge of the High Court

Yap Neng Boo Jimmy (Jimmy Yap & Co) for the appellant;
Qabir Sandhu and Clara Tay (LVM Law Chambers LLC)
(instructed), Chong Xin Yi (Gloria James-Civetta & Co) for the
respondent.