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2. Redaction HAS NOT been done.

District Judge Chiah Kok Khun
1 August 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 195

District Court Originating Application No 65 of 2024
District Court Summons No 1008 of 2024

Between

BCH HOTEL INVESTMENT PTE LTD TRADING
AS INTERCONTINENTAL SINGAPORE

... Claimant

And

- (1) SEMTEC HOLDINGS PTE LTD
- (2) LEE HOCK KIAN

... Defendant(s)

JUDGMENT

[Contempt of Court – Civil contempt – Company failing to comply with monetary judgment – Section 4(1) Administration of Justice (Protection) Act 2016 – Whether company has means to comply with monetary judgment – Whether failure to comply intentional – Whether committal proceedings should be remedy of last resort]
[Contempt of Court – Civil contempt – Whether company director liable for contempt of court for failing to ensure company's

compliance with monetary judgment – Section 6(2) Administration of Justice (Protection) Act 2016 – Whether company director took all reasonable steps to ensure that company complies]

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**BCH HOTEL INVESTMENT PTE LTD TRADING AS
INTERCONTINENTAL SINGAPORE**

v

SEMTEC HOLDINGS PTE LTD & Anor

[2025] SGDC 195

District Court Originating Application No 65 of 2024 (District Court
Summons No 1008 of 2024)
District Judge Chiah Kok Khun
5 June, 24 July 2025

1 August 2025

Judgment reserved.

District Judge Chiah Kok Khun:

Introduction

1 This is an application by the claimant for committal orders against the 1st and 2nd defendants. The application stems from the defendant's failure to pay a judgment sum of \$20,000 ordered by the Small Claims Tribunal (the "SCT") on 7 November 2023 (the "Judgment Debt"). For the reasons set out below, I am dismissing the application.

2 The claimant is in the business of running and operating the Intercontinental Hotel Singapore at 80 Middle Road (the "Hotel").

3 The 1st defendant’s business profile with the Accounting and Corporate Regulatory Authority (“ACRA”) states that it carries out the business of an investment holding company and the development of software, web portals and e-commerce. It does not appear however that the 1st defendant has carried out any business since its incorporation. The 2nd defendant is at all material times a director and shareholder of the 1st defendant. The 2nd defendant owns 2,358,900 shares in the 3,000,000 fully paid-up share capital of the 1st defendant. His son Mr Lee Puay Hien (“Mr Lee”), who was formerly a director of the 1st defendant, owns the remaining 641,100 shares.

4 The claimant’s case is that the 1st and 2nd defendants had acted in disregard of the Judgment Debt, and also a costs order given in District Court Originating Application No 201 of 2023 (“OA 201”). OA 201 was filed by the claimant to examine the 2nd defendant in his capacity as the sole director for any information relating to the 1st defendant’s assets, as a step in the enforcement of the Judgment Debt. The costs ordered in OA 201 was in the sum of \$2,500 to be paid by the 1st defendant to the claimant (the “Costs Order”). Therefore, together with the Judgment Debt of \$20,000, the 1st defendant owes the claimant the total sum of \$22,500.

5 The claimant’s contention is that the 1st defendant has sufficient resources to pay the sum of \$22,500 but has failed or refused to do so.¹ As regards the 2nd defendant, the claimant contends that as the sole director and majority shareholder of the 1st defendant, he is the only person who could ensure that the 1st defendant satisfy the Judgment Debt and the Costs Order or take steps towards doing so.² The 2nd defendant has however intentionally

¹ AEIC of Andreas Kraemer at [23] – [24].

² AEIC of Andreas Kraemer at [21].

failed to take steps to ensure that the 1st defendant pay the sum of \$22,500.00 to the claimant. The claimant says that the defendants should therefore be held in contempt of court. The claimant asks for the 1st defendant to be fined the sum of \$15,000; and for the 2nd defendant to be sentenced to four weeks' imprisonment, or in the alternative a fine of \$15,000.

6 The 1st and 2nd defendant's answer to the claimant's application is that the 1st defendant does not have any asset or means to make payment of the sum.³ The 2nd defendant also separately contends that the defendants are victims of a fraud perpetrated by one Murray Teo Kar Boon ("Murray Teo"), which resulted in the 1st defendant incurring the Judgment Debt.⁴

Issues to be determined

7 The issues to be decided by me in this case are as follows:

- (a) Whether the 1st defendant is able to pay up on the Judgment Debt and the Costs Order.
- (b) Whether the 2nd defendant is in a position to ensure that the 1st defendant pay up on the Judgment Debt and the Costs Order.

Analysis and findings

The statutory provisions

8 I begin with the relevant statutory provisions, found in the Administration of Justice (Protection) Act 2016 ("AJPA").

³ AEIC of Lee Hock Kian (LHK) dated 26 September 2024 at [25], [26(d)], [28], [31], [33],[38]; AEIC of LHK dated 4 March 2025 at [15]; AEIC of LHK dated 4 March 2025 at [7].

⁴ AEIC of LHK dated 26 September 2024 at [7] – [24], [25(f)], [31], [32], [36], [41].

9 Section 4(1) of the AJPA provides as follows:

Contempt by disobedience of court order or undertaking, etc.

4. -(1) Any person who –

(a) intentionally disobeys or breaches any judgment, decree, direction, order, writ or other process of a court; or

(b) intentionally breaches any undertaking given to a court,

commits a contempt of Court.

...

10 Section 4(1) of the AJPA thus provides that contempt of court is committed if there is intentional disobedience or breach of a judgment or order of court. As regards an officer of a corporation, s 6 of the AJPA provides as follows:

Contempt by corporations

6. -(1) Where, in a proceeding for contempt for court under this Act, it is necessary to prove the state of mind of a corporation in relation to a particular conduct, evidence that –

(a) an officer, employee or agent of the corporation engaged in that conduct within the scope of his or her actual or apparent authority; and

(b) the officer, employee or agent had that state of mind,

is evidence that the corporation had that state of mind.

(2) Where a corporation commits contempt of court under this Act, a person –

(a) who is –

(i) an officer of the corporation, or a member of a corporation whose affairs are managed by its members; or

(ii) an individual who is involved in the management of the corporation and is in a position to influence the conduct of the

corporation in relation to the commission of the contempt of court; and

(b) who –

(i) consented or connived, or conspired with others, to effect the commission of the contempt of court;

(ii) is in any other way, whether by act or omission, knowingly concerned in, or is party to, the commission of the contempt of court by the corporation; or

(iii) knew or ought reasonably to have known that the contempt of court by the corporation (or contempt of court of the same type) would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that contempt of court,

shall be guilty of the same contempt of court as is the corporation, and shall be liable on being found guilty of contempt of court to be punished accordingly.

...

11 It is seen that an officer of a corporation which is found guilty of contempt of court is deemed to be guilty of the same contempt committed by the corporation if he consented to or knew or ought to have known of the commission of contempt by the corporation.

The underlying dispute between the parties was precipitated by Murray Teo

12 With the above statutory provisions in mind, I turn to the material facts relevant to the application.

13 The claim made by the claimant at the SCT that culminated in the Judgment Debt stems from services provided at the Hotel a year earlier, in November 2022. These services were provided to the representatives and guests of the 1st defendant, on the 1st defendant's account, between 7 November 2022 and 30 November 2022. They amounted to \$23,839.62.

14 Prior to the expenses of \$23,839.62 being incurred, the claimant had granted credit facilities of \$10,000 to 1st defendant. The events leading to the claimant granting the credit facilities are as follows.⁵

15 On 21 October 2022, the claimant received an email from a Ms Atthapon enquiring on behalf of the 1st defendant about:

- (a) the Hotel’s corporate rate packages that could be utilized for 1st defendant’s staff and guests; and
- (b) whether credit facilities could be extended to the 1st defendant.

16 On 25 October 2022, Ms Atthapon sent an email to the claimant requesting for credit facilities of \$20,000 to be extended to the 1st defendant. She forwarded as supporting documents the following: a) a completed credit application form; b) the 1st defendant’s financial statements as at 30 June 2022; and c) the 1st defendant’s ACRA profile dated 9 April 2022. The credit application was imprinted with the 1st defendant’s company stamp and signed by two persons, namely a Huang Zuming (“Mr Huang”) and Murray Teo. Their job titles were indicated as director and finance manager respectively. The set of 1st defendant’s financial statements carried the signatures of both Mr Huang and Murray Lee.⁶ The 1st defendant’s ACRA profile showed the directors of the 1st defendant to be Mr Huang and Murray Teo. It also showed Ms Atthapon as a shareholder of the 1st defendant.⁷

17 On 28 October 2022, the claimant approved 1st defendant’s application and granted credit facilities of \$10,000 to the 1st defendant. The approval was

⁵ AEIC of Andreas Kraemer at [11].

⁶ AEIC of Andreas Kraemer at pp 422 to 440.

⁷ AEIC of Andreas Kraemer at pp 417 to 421.

granted on the strength of the documents referred to above. Following the approval, services amounting to \$23,839.62 were provided at the Hotel to the representatives and guests of the 1st Defendant at the Hotel between 7 November 2022 and 30 November 2022.

18 Unbeknownst to the claimant and the defendants, Murray Teo had forged the 1st defendant's financial statements as at 30 June 2022 in order to obtain the credit facilities from the claimant. He and his associates then partook of the services provided at the Hotel. The police arrested Murray Teo on 28 April 2023. The police established that Murray Teo had indeed forged the 1st defendant's accounts and used it to obtain the credit facilities of \$10,000 from the claimant. It also appears that he has been involved in multiple similar cases involving other hotels that are being investigated by the police.⁸ As far as the parties are aware, investigations by the police are still ongoing.

19 Mr Lee, at the behest of the 2nd defendant wrote to the Singapore Hotel Association on 14 April 2023 to alert them of Murray Teo's fraudulent conduct of using the 1st defendant to apply for credit facilities from hotels, using services from the hotels and not paying for them.⁹ On 2 August 2023 Mr Huang and Ms Attaphon were removed as director and shareholder respectively from the 1st defendant.

20 The claimant's case is that there was nothing in the documents submitted by Ms Atthapon that suggested that any of them were false. There was also nothing uncommon with the claimant allowing Murray Teo to accrue services of \$23,839.62, beyond the approved credit limit of \$10,000, as it is the common

⁸ Affidavit of Andreas Kraemer dated 31 May 2024 at p 351.

⁹ Affidavit of Lee Puay Hien at pp 13-14.

practice in the hotel industry to address its customers' accounts at the end of a hotel stay. By that, the claimant is essentially saying that it should not be faulted for been deceived by Murray Teo and allowing him to chalk up services provided by the Hotel to the amount of \$23,839.62. The 2nd defendant's position on the other hand is that Murray Teo had cheated him, Mr Lee and the claimant; and in fact many others. He contends that the 1st defendant should not be liable to the claimant for the services utilised by Murray Teo.

21 The claimant sought payment for the services provided at the Hotel, but the 1st defendant did not make payment. The claimant subsequently lodged a claim with the SCT, which ordered the 1st defendant to pay the claimant the Judgment Debt of \$20,000.¹⁰ The Judgment Debt remains unpaid.

22 In my view, the evidence is plain that it cannot be seriously disputed that the claimant and the defendants were all innocent victims of the antics of Murray Teo. The underlying dispute leading to the Judgment Debt and the Costs Order was occasioned by Murray Teo. There is no evidence that either the claimant or the defendants were in collusion with him in his obtaining the services amounting to \$23,839.62 provided at the Hotel. Certainly, no such evidence was offered by the parties at the application before me.

23 In this regard, the claimant contends that any dispute between the 1st and 2nd defendants and Murray Teo is a matter between them and does not involve the claimant. If for any reason, Murray Teo owes monies to the 1st and 2nd defendants, it is for them to recover such monies as they deem fit from him. I agree. However, that it is a matter between the defendants and Murray Teo is a different question from whether the defendants had the necessary *mens rea*

¹⁰ AEIC of Andreas Kraemer at pp 173 to 679.

that amounted to contempt of court in failing to pay the Judgment Debt and the Costs Order. This question in turn pivots on whether there is evidence that the 1st defendant refused to make payment despite being able to do so. It is to this question that I turn next.

No evidence that the 1st defendant has the means to pay up on the Judgment Debt and the Costs Order

24 I come now to the heart of the matter. The claimant’s case is that the 1st defendant has sufficient assets to satisfy the Judgment Debt and the Costs Order but refused to do so. The claimant is essentially contending that the 1st and 2nd defendants in not paying on the Judgment Debt and the Cost Order had the necessary *mens rea* required to amount to contempt of court. It is well established that to establish that there has been a contempt of court, the complainant will need to show that in committing the act complained of or omitting to comply with an order of court, the alleged contemnor had the necessary mental element. In the case of *PT Sandipala Arthaputra v STMicroelectronics Asia Pacific Pte Ltd and others* [2018] 4 SLR 828 at [46], the High Court set out a two-step approach to determine whether contempt has been committed:

46 ... The court will, in determining whether the alleged contemnor’s conduct amounts to contempt of court, adopt a two-step approach (*Monex Group (Singapore) Pte Ltd v E-Clearing (Singapore) Pte Ltd* [2012] 4 SLR 1169 (“*Monex Group*”) at [31]:

- (a) First, the court will decide what exactly the order of court required the alleged contemnor to do. In determining what the order of court required, the court will interpret the plain meaning of the language used. It will resolve any ambiguity in favour of the person who had to comply with the order.
- (b) Second, the court will determine whether the requirements of the order of court have been fulfilled...To establish that there has been a contempt of

court, the complainant will need to show that in committing the act complained of or omitting to comply with an order of court, the alleged contemnor had the necessary *mens rea*.

25 As seen, not all failures to comply with court orders are deemed contemptuous. The requisite *mens rea* for contempt must be proven. The Court of Appeal provided valuable guidance as regards what the requisite *mens rea* might look like. In *Mok Kah Hong v Zheng Zhuan Yao* [2016] 3 SLR 1 (“*Mok Kah Hong*”) at [86], the Court of Appeal stated:

86 Secondly, as regards the issue of the requisite *mens rea* to establish contempt for disobedience of court orders, it is accepted that it is only necessary to prove that the relevant conduct of the party alleged to be in breach of the court order was intentional and that it knew of all the facts which made such conduct a breach of the order: *Pertamina Energy Trading Ltd* at [51]. ...

26 Therefore, the breach by the alleged contemnor must be *intentional*. In other words, the contemnor is able to comply with the court order in question, but deliberately chooses not to do so. The failure of the contemnor to comply with the court order in question would not be for reason of inability to obey the order, but it would be intentional.

27 It should also be noted that the applicable standard of proof is that of the criminal standard of proof beyond reasonable doubt: The Court of Appeal stated in *Mok Kah Hong* at [85]:

85 First, it is well-established that the applicable standard of proof to both criminal and civil contempt is that of the criminal standard of proof beyond reasonable doubt: *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC and others* [2007] 2 SLR(R) 518 (“*Pertamina Energy Trading Ltd*”) at [31]–[32], citing *In re Bramblevale Ltd* [1970] Ch 128 at 137.

28 Before I turn to the question of whether the 1st defendant in the present application acted with the requisite mental element for contempt to be

established, I note that committal proceedings should be brought as a remedy of last resort. In this regard, the claimant referred to a distinction between using committal proceedings as a remedy of last resort and the requirement of having to exhaust all other alternative remedies before resorting to committal proceedings. The claimant is effectively contending that it is not obliged to exhaust all other remedies and forms of enforcement before applying for committal proceedings against the defendants. The claimant referred to *Mok Kah Hong* at [96] in this regard.

29 However, this does not detract from the accepted principle that committal proceedings remain a remedy of last resort. The Court of Appeal stated in *Mok Kah Hong* at [96] as follows:

96 Returning to the first ground relied upon by the court in *Khoo Wai Keong*, we should make it clear that there is a distinction between committal proceedings being a remedy of last resort and the requirement of having to exhaust all other alternative remedies before committal proceedings can be resorted to. The doctrine of exhaustion of remedies exists in areas of law such as conflicts of law and administrative law. It should not, however, be extended to the law of committal, especially where there is clear evidence that such alternative enforcement mechanisms may not be successful. We also acknowledge a number of English decisions that are often cited for the proposition that committal for contempt are orders of “last resort” when dealing with matrimonial matters (see *eg, Ansah v Ansah* [1977] Fam 138 at 144 per Ormrod LJ). We make two observations in this regard. First, the recognition that committal orders should generally be orders of last resort does not mean that the applicant must necessarily bear the burden of establishing that all alternative enforcement mechanisms have been exhausted. ...

30 As seen, whilst the applicant does not bear the burden of establishing that all alternative enforcement mechanisms have been exhausted before taking out contempt proceedings, committal orders are nevertheless orders of last resort. This is clearly reinforced in *Mok Kah Hong*. In my view therefore, as a matter of law, committal proceedings should be a remedy of last resort. They

are not to be taken out at the first instance of enforcement proceedings. Whilst a judgement creditor need not exhaust *all* alternative enforcement processes, there should first be meaningful attempts made to enforce the court order in question by less draconian means. In particular, where the court order is for payment of monies, the judgment creditor has a variety of available remedies under procedural laws to aid recovery of such judgment debt. There is no reason why these remedies should not be pursued instead of committal proceedings.

31 I return to the present application and to the question of whether the 1st defendant has sufficient assets to satisfy the Judgment Debt and the Costs Order.

32 The claimant's contention that the 1st defendant has sufficient assets goes as follows. The claimant says that the financial statements of the 1st defendant show that it has a paid-up capital of \$3,000,000. Therefore, if the 1st defendant has never carried out any business since its incorporation, the 1st defendant would have \$3,000,000 to satisfy the Judgment Debt and the Costs Order and to make payment of the total sum of \$22,500.00. The claimant says if however, the share capital of \$3,000,000 was not paid up, it would mean that the 2nd defendant (owner of 2,358,900 shares) and Mr Lee (owner of 641,100 shares) owe money to the 1st defendant for their shares. The 2nd defendant, as the sole director of the 1st defendant, was in a position to call for payment of any unpaid shares but the 2nd defendant does not appear to have done so. If the value of the total shares belonging to the 2nd defendant and Mr Lee were fully paid up, there would be sufficient money to satisfy the Judgment Debt and the Costs Order.

33 In my view, the claimant's contention is flawed. In regard to the first argument which relates to the 1st defendant having a paid-up capital of \$3,000,000, it is plain that having a paid-up capital is a different question from

whether the 1st defendant has assets to pay up on the Judgment Debt and the Costs Order. Paid-up capital in itself is not an asset. More importantly, that the 1st defendant has a paid-up capital is not evidence that it is able to make any payment. They are two distinct matters. It does not follow that just because the 1st defendant has a large paid-up capital, it would have assets to pay the claimant.

34 It is likewise as regards the claimant's second argument which relates to the scenario of the share capital of \$3,000,000 not being paid up. Similarly, the 1st defendant having unpaid share capital is a different question from whether the 1st defendant has assets to pay up on the Judgment Debt and the Costs Order. Having unpaid share capital is not evidence that the 1st defendant is able to pay, but refuses to do so. A large unpaid share capital is not the same as an ability to pay up on the Judgment Debt and the Costs Order. It is not an asset. Further, I do not understand the present application to encompass a request for an order that the 2nd defendant calls for payment on any unpaid shares in the 1st defendant. It is certainly not within the ambit of the application. In any event, it is unclear that I have the jurisdiction to do so.

35 In this regard, I would add that the 2nd defendant's assertion in his AEIC that he has called for payment of the unpaid shares from both himself and Mr Tan; and that both of them have been unable to pay up on the issued shares,¹¹ is neither here nor there. The 2nd defendant's assertion has no bearing on my findings one way or the other.

36 The claimant has to go beyond the matter of the share capital of the 1st defendant to show that it can but refuses to pay up on the Judgment Debt and

¹¹ AEIC of Lee Hock Kian dated 26 September 2024 at [38] and [31].

the Costs Order. There is no evidence of the 1st defendant's ability to pay. The burden is on the claimant asserting contemptuous conduct on the part of the 1st defendant to prove its case. The claimant has not adduced any evidence to persuade me that the 1st defendant possesses the requisite *mens rea* for me to find that it has committed contempt of court.

37 As discussed above, any alleged breach by the 1st defendant must be intentional for contempt to hold. The claimant must show that the 1st defendant has the means to pay up on the Judgment Debt and the Costs Order, but deliberately chooses not to do so. The failure of 1st defendant to comply would not be for reason of inability to do so, but must be intentional. The claimant has however failed to prove that the 1st defendant's failure to comply is intentional. The requisite *mens rea* for contempt is therefore not made out.

The 2nd defendant is not in a position to ensure that the 1st defendant pay up on the Judgment Debt and the Costs Order

38 I turn to the claimant's case against the 2nd defendant under s 6(2) of the AJPA. To recap, the claimant contends that as the sole director and majority shareholder of the 1st defendant, the 2nd defendant is the only person who could ensure that the 1st defendant satisfy the Judgment Debt and the Costs Order or take steps towards doing so. The claimant says that he has failed to do so and should therefore be held in contempt of court. At the outset, I note that it is uncontroverted that a company director can be held liable for contempt of court for failing to ensure the company's compliance with a court order if the company director fails to take all reasonable steps to ensure that the company complied: *Neo Chin Heng v Good Year Contractor Pte Ltd* [2024] 4 SLR 1280 ("*Neo Chin Heng*") at [33]; *Competition and Consumer Commission of Singapore and another v Nail Palace (BPP) Pte Ltd and another matter* [2024] SGDC 215 at [84].

39 There must be evidence that a director has failed to take all reasonable steps to prevent or stop the commission of that contempt of court. This is seen in *Neo Chin Heng* at [33], where the High Court stated as follows:

33 Accordingly, I find that Mr Peh, in his capacity as a director of Good Year, knew or ought reasonably to have known that Good Year was in breach of the Court Order by failing to permit the applicant access to the Company Documents. Yet, Mr Peh has not taken all reasonable steps to enable Good Year to provide such access to the applicant. I therefore find that Mr Peh had, at the very least, in his capacity as a director of Good Year, and in view of Good Year's contempt of court, knew or ought reasonably to have known that Good Year's contempt of court would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that contempt of court. Mr Peh is therefore guilty of contempt of court under s 4(1)(a) of the AJPA by virtue of s 6(2) of the same Act.

40 In the present application however, as I have made the finding that there is no evidence that the 1st defendant is guilty of contempt of court, the liability of the 2nd defendant is not engaged. This is the end of the inquiry as regards the claimant's case against the 2nd defendant. In any event for completeness, I note that there is no evidence that the 2nd defendant has failed to take all reasonable steps to ensure that the 1st defendant pays up on the Judgment Debt and the Costs Order. As discussed above, the claimant has not been able to show that the 1st defendant has the ability to make the payment. The 2nd defendant is therefore not in a position to ensure that the 1st defendant pays up. Plainly, if the 1st defendant is not able to make the payment, the 2nd defendant would not be in a position to ensure that the 1st defendant does so. It follows that the claimant has not proven that the 2nd defendant failed to take all reasonable steps to ensure that the 1st defendant pay up on the Judgment Debt and the Costs Order.

41 For completeness as well, I will discuss the claimant's reliance on the High Court decision in *Hilton International Manage (Maldives) Pvt Ltd v Sun Travels & Tours Pvt Ltd* [2024] 4 SLR 1347 ("*Hilton International*") in advancing its case for committing the 2nd defendant. The claimant referred to the fact that the applicable court order in that case was directed solely at the company, for the company to make payment of the judgment amounts within a period of three months. The company failed to make payment within the three months required under the court order and the High Court found both the company and its managing director/chairman to be liable for contempt. The claimant relies on the case to argue that the 2nd defendant in this case should therefore be committed for the 1st defendant's failure to pay the judgment sum. However, a perusal of *Hilton International* shows that the High Court found evidence beyond reasonable doubt that the company's failure to make payment was intentional and not due to its impecuniosity. There was an expert valuation report which showed that it had the means to pay the judgment debt but chose not to do so: *Hilton International* at [38], [39] and [41]. The High Court also found further evidence that the company had no intention of satisfying the judgment debt: *Hilton International* at [44] and [45].

42 In the present case, there is no such evidence beyond reasonable doubt that the 1st defendant's failure to make payment was intentional and not due to its impecuniosity. There was certainly no expert valuation report which showed that the 1st defendant had the means to pay the judgment debt but chose not to do so. There is also no further evidence that the 1st defendant had no intention of satisfying the judgment debt.

43 As well for completeness, I note that it is not the claimant's case that there is collusion between the defendants and Murray Teo. Neither is there any evidence of any such collusion. The claimant is also not proceeding on the basis

of piercing the corporate veil. In any event, I do not see the basis for the claimant to proceed on this basis.

Conclusion

44 The claimant's case is that the 1st defendant has sufficient resources to pay up on the Judgment Debt and the Costs Order but has failed or refused to do so.¹² As for the 2nd defendant, the claimant contends that as the sole director and majority shareholder of the 1st defendant, he is the only person who could ensure that the 1st defendant satisfies the Judgment Debt and the Costs Order or take steps towards doing so.

45 I have found however that there is no evidence beyond reasonable doubt that the 1st defendant has the means to pay up on the Judgment Debt and the Costs Order. The 1st defendant's failure to do so therefore cannot be said to be intentional. It cannot be held guilty of contempt of court. It also follows that the liability of the 2nd defendant for contempt is not engaged. In any event, as the 1st defendant does not have the means to make the payment, the 2nd defendant is not in a position to ensure that the 1st defendant does so. I therefore find that there is no evidence that the 2nd defendant has failed to take all reasonable steps to ensure that the 1st defendant pay up on the Judgment Debt and the Costs Order.

46 The burden is on the claimant asserting contemptuous conduct on the part of the defendants to prove its case beyond reasonable doubt. The claimant has not adduced any evidence to persuade me that the defendants possess the requisite *mens rea* for contempt.

¹² AEIC of Andreas Kraemer at [23] – [24].

47 I therefore find the defendants not guilty of contempt of court. The application by the claimant to commit the defendants is dismissed. Parties are to file written submissions on the question of costs, to be limited to three pages, within 14 days of the date of this judgment.

Chiah Kok Khun
District Judge

Mr Yeo Teng Yung Christopher and Ms Brenda Kylie Tay Kai Lin
(Terra Law LLC) for the claimant;
defendants in person.