

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

[2026] SGHC 35

Companies Winding Up No 462 of 2025

Between

Bryan Lim Jun Da

... Applicant

And

Interior Times (Conquest) Pte.
Ltd.

... Respondent

And

- (1) Koh Jia Jun
- (2) Ong Tee Hong

... Non-parties

FOUNDATIONS OF DECISION

[Companies – Winding up – Just and equitable ground]
[Insolvency Law – Winding up – Grounds for petition]

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Lim Jun Da Bryan
v
Interior Times (Conquest) Pte Ltd
(Koh Jia Jun and another, non-parties)

[2026] SGHC 35

General Division of the High Court — Companies Winding Up No 462 of 2025

Philip Jeyaretnam J
23 January 2026

13 February 2026

Philip Jeyaretnam J:

Introduction

1 This application for winding up was made by one of two directors, who was also the majority shareholder of the company. The applicant sought winding up on three grounds. First, that the company was unable to pay its debts, *per* s 125(1)(e) of the Insolvency, Restructuring and Dissolution Act 2018 (2020 Rev Ed) (“IRDA”). Second, that the company’s other director had acted unfairly and preferred his own interests, supposedly within the meaning of the ground set out in s 125(1)(f) of the IRDA. Third, that it was in any event just and equitable to wind up the company under s 125(1)(i) of the IRDA, on the basis that there was a deadlock and a breakdown of trust and confidence between the shareholders.

2 I dismissed the winding up application. In relation to the ground of insolvency, the applicant had not taken into account the fact that he owed the company far more than what the company owed others. In relation to s 125(1)(f) of the IRDA, this ground is not satisfied where, as here, the applicant was not only the other member of the board of directors, but also the majority shareholder. The applicant was not complaining of conduct or resolutions of the board caused by the other director, but about that director allegedly acting in breach of fiduciary duty. While the applicant had not produced the company's constitution, his counsel accepted in the course of argument that the applicant could have removed the director he complained of from directorship or alternatively appointed additional directors by calling a general meeting for that purpose, and if it had been necessary, seeking dispensation from the court of the quorum requirement pursuant to s 182 of the Companies Act 1967 (2020 Rev Ed) ("Companies Act"). Upon changing the composition of the board of directors to one in which he had trust and confidence, the applicant could, among other courses of action, initiate proceedings against the alleged misfeasance in the company's name for breach of fiduciary duty. As for the just and equitable ground, the same point, that the applicant could change the composition of the board of the company through the ordinary processes of its constitution, put paid to both the deadlock argument and the complaint that he did not have trust and confidence in the other director.

3 As the applicant appealed against my decision on 28 January 2026, I elaborate on those reasons in these brief written grounds.

Facts

The parties

4 The applicant was Mr Bryan Lim Jun Da (“Mr Lim”). Mr Lim was a shareholder and director of the respondent company. Mr Lim held 60% of the shares in the respondent company.¹

5 The respondent was Interior Times (Conquest) Pte. Ltd. (“Interior Times”), an exempt private company limited by shares incorporated in Singapore. Interior Times was established as an interior design company.²

6 Two non-parties were represented at the hearing:

(a) The first non-party was Mr Koh Jia Jun (“Mr Koh”). Mr Koh was the other shareholder and director of the respondent company. Mr Koh held the other 40% of the shares in the respondent company.³

(b) The second non-party was Mdm Ong Tee Hong (“Mdm Ong”). Mdm Ong was a significant creditor of the respondent company pursuant to a default judgment. Mdm Ong was also Mr Lim’s mother.⁴

Background to the dispute

7 Mr Lim and Mr Koh were business partners who incorporated Interior Times in March 2021. Interior Times operated until about mid-2025. By that

¹ First Affidavit of Bryan Lim Jun Da (“BL-1”) at para 11.

² BL-1 at paras 10 and 13.

³ BL-1 at para 11.

⁴ BL-1 at para 26.

point, Mr Lim and Mr Koh’s personal relationship had broken down, and Mr Koh had begun working on another interior design business.⁵

Procedural history

8 The matter came before me on the general bulk list. At the hearing, Mr Koh’s counsel sought an adjournment to file a further affidavit in reply to Mr Lim’s second affidavit. He also submitted that he had not had sight of the affidavit filed by Mdm Ong, as it had yet to be served. Mr Lim’s counsel objected to any adjournment and contended that the hearing should proceed on the basis of the material already before the court.

9 I stood down the matter for 30 minutes to allow Mr Koh’s counsel to read Mdm Ong’s affidavit, and then heard his application for an adjournment. Mr Lim’s counsel again pressed for the hearing to proceed. On review of the allegations in respect of which Mr Koh sought to file a second affidavit, I considered that they did not go to the heart of the issues before me and that, in any event, they were not really new and Mr Koh could have dealt with them when filing his first affidavit. Accordingly, I denied the application for an adjournment and heard the parties in the afternoon of the same day.

Grounds relied on for winding up

10 To recap, three grounds were relied on:

- (a) first, that Interior Times was unable to pay its debts;

⁵ Affidavit of Koh Jia Jun (“KJJ”) at paras 14–15.

- (b) second, even if Interior Times was not unable to pay its debts, that Mr Koh had acted in his own interests or in an unfair or unjust manner; and
- (c) third, that it was nonetheless just and equitable to order the winding up.

11 I now explain my reasons for rejecting each of these three grounds.

Interior Times was not unable to pay its debts

12 The test for whether a company is unable to pay its debts for the purposes of s 125(2)(e) of the IRDA is the cash flow test as set out in *Sun Electric Power Pte Ltd v RCMA Asia Pte Ltd* [2021] 2 SLR 478 (“*Sun Electric*”) and *CH Biovest Pte Ltd v Envy Asset Management Pte* [2025] 1 SLR 141. This required me to consider whether Interior Times’s current assets exceeded its current liabilities (defined respectively as assets which would be realisable and debts which would fall due within a 12-month timeframe) such that it would be able to meet all debts as and when they fall due (*Sun Electric* at [65]). The question was whether the company’s assets were realisable within a timeframe that would allow each of its debts to be paid as and when they became payable, and whether any liquidity problem could be cured in the reasonably near future.

13 The non-exhaustive list of factors to be considered when applying the cash flow test was set out in *Sun Electric* at [69]):

- (a) the quantum of all debts which are due or will be due in the reasonably near future;
- (b) whether payment is being demanded or is likely to be demanded for those debts;

- (c) whether the company has failed to pay any of its debts, the quantum of such debt, and for how long the company has failed to pay it;
- (d) the length of time which has passed since the commencement of the winding-up proceedings;
- (e) the value of the company's current assets and assets which will be realisable in the reasonably near future;
- (f) the state of the company's business, in order to determine its expected net cash flow from the business by deducting from projected future sales the cash expenses which would be necessary to generate those sales;
- (g) any other income or payment which the company may receive in the reasonably near future; and
- (h) arrangements between the company and prospective lenders, such as its bankers and shareholders, in order to determine whether any shortfall in liquid and realisable assets and cash flow could be made up by borrowings which would be repayable at a time later than the debts.

14 Mr Lim relied on the debts owed to Interior Times's trade suppliers and subcontractors, the judgment debt owed to Mdm Ong pursuant to the default judgment, and the unpaid director's fees owed to himself.⁶ These debts amounted to more than \$1,291,421.32. As of November 2025, Interior Times

⁶ BL-1 at paras 25–27.

had a cash balance of about \$20,000 only.⁷ On this basis, Mr Lim submitted that Interior Times was unable to pay its debts.

The evidence Mr Lim adduced was unsatisfactory

15 I was not satisfied that Interior Times was unable to pay its debts.

16 Having regard to the factors set out in *Sun Electric*, I accepted that several of Interior Times’s creditors had made demands for payment. I further accepted that the company was not presently carrying on business. In relation to the debt owed to Mdm Ong for which default judgment had been obtained, I considered the circumstances in which default judgment had been obtained, namely that Mr Lim had stymied the appointment of lawyers to defend the company, as well as the prospect of there being a reasonable defence in that such payments made by Mdm Ong may only have gone to reduce the debts owed to the company by her son, Mr Lim. Mr Koh has filed an application under s 216A of the Companies Act to apply for permission to bring an action to set aside the default judgment on Interior Times’s behalf. Without prejudging this application, it is certainly not without merit.

17 Further, Mr Koh raised the fact that he had been making payments to Interior Times’s creditors.⁸ The payment vouchers that Mr Koh exhibited indicated that he had been making payments to Interior Times’s creditors as recently as in December 2025.⁹ Mr Lim did not dispute that Mr Koh had been paying off creditors of the company but argued that the payments made by

⁷ BL-1 at para 30(a).

⁸ KJJ at para 43.

⁹ KJJ at p 358.

Mr Koh amounted to at most half the amount owed.¹⁰ In my view, the fact that Mr Koh had paid off about half of the company's debts undermined the argument that the company was unable to pay its debts, as it evidenced support for the company from the minority shareholder. Mr Koh's counsel also submitted that his client intended to repay the remaining trade debts owed by Interior Times.

18 I also had regard to the fact that although Interior Times had received numerous reminders, requests, and demands for repayment from creditors (some of whom had also contacted Mr Lim personally), none of the creditors had indicated that legal action would be taken in the near future.

19 Aside from this, I could not ignore the manner in which the debts were presented to the court. Mr Lim had presented a list of debts allegedly owed by Interior Times.¹¹ Some of these were not in English. There is a requirement in O 3 r 7 of the Rules of Court 2021 that all documents used in court must be in English, and if not in English, must be accompanied by a certified translation. This requirement was breached. Mr Lim admitted to using Google Translate. I am in respectful agreement with Goh Yihan J in *Affert Resources Pte Ltd v Industries Chimiques du Senegal* [2024] 4 SLR 258 at [43]–[44]. Google Translate is not an adequate or acceptable translation under the Rules of Court 2021. Mr Lim had applied to wind up the company. It was incumbent on him to provide sufficient evidence, in the manner required, to prove his allegations.

¹⁰ Second Affidavit of Bryan Lim Jun Da ("BL-2") at paras 10–13.

¹¹ BL-2 at para 12.

20 Even if I were to accept the evidence adduced by Mr Lim, it was at odds with his affidavit and submissions. Mr Lim’s position was that the company was unable to pay its debts. However, when faced with reminders from creditors, Mr Lim’s recurring refrain was “I won’t pay till [Mr Koh] pay”.¹² Variations on the theme were “[t]his is not my job”¹³ and “[t]ake from [Mr Koh]”.¹⁴

21 This was not evidence of the company’s inability to pay its debts. Taking Mr Lim’s case at its highest, this showed that the company *had* debts (which were being repaid by Mr Koh). This did not show that the company could not pay the remainder.

22 In summary, the evidence adduced by Mr Lim was insufficient to show that the company was unable to pay its debts.

Mr Lim’s debt to Interior Times

23 Moreover, if the company was unable to pay its debts to trade creditors, this was because Mr Lim had not paid the company what he owed it. Mr Lim had procured several loans from Interior Times to himself, and owed the company more than \$4,000,000.¹⁵ This was not mentioned in Mr Lim’s first affidavit made in support of the winding up application. These loans were only mentioned in certain affidavits *made by Mr Koh* in the proceedings between Mdm Ong and Interior Times, that were exhibited to Mr Lim’s first affidavit.¹⁶ Mr Lim did not draw the court’s attention to the existence of his debts to the

¹² BL-2 at p 32–33, 43, and 48–50.

¹³ BL-2 at p 23.

¹⁴ BL-2 at p 35 and 38.

¹⁵ KJJ at para 35 and p 74–95.

¹⁶ BL-1 at p 429–432 and 450–451.

company. When these were raised by Mr Koh in his response affidavit, Mr Lim did not deny the existence of the debts. Rather, Mr Lim alleged that Mr Koh had also taken loans from the company.¹⁷ On the basis that Mr Koh had agreed to the arrangements, Mr Lim argued that “[Mr Koh] cannot now complain about them”.¹⁸

24 This argument missed the point. Whether Mr Lim had properly borrowed money from the company was neither here nor there. The point was that if he repaid what he owed the company, it would be able to pay off its creditors. At the hearing, Mr Lim’s counsel accepted this. However, he submitted that Mr Lim had spent the money, and was unable to repay the sums owed. No evidence was adduced that Mr Lim had spent these very substantial sums of money or that he could not repay them. Mr Lim only made a bare assertion that he was unable to pay his own debts.¹⁹ There was also no evidence that Mr Lim’s debts had been written off by Interior Times. Mr Lim’s debts to the company remained due and payable to Interior Times.

25 It appeared that Mr Lim faced bankruptcy proceedings for debts of around \$300,000.²⁰ Nonetheless, there was insufficient evidence before me to conclude that Mr Lim could not pay up what he owed the company.

26 Moreover, the making of a winding up order remains discretionary. If the company were insolvent and it came to the exercise of discretion, I would have exercised my discretion not to wind up the company because Mr Lim had

¹⁷ BL-2 at paras 21–26.

¹⁸ BL-2 at para 26.

¹⁹ BL-2 at para 27.

²⁰ KJJ at para 42.

not been candid to the court. He did not mention that he owed the company far more than the debts he relied on as showing insolvency in his first affidavit. Even in his second affidavit, he chose not to explain why he had borrowed so much money and what had happened to that money.

The directors of the company had not preferred their own interests

27 Mr Lim argued that even if Interior Times was not unable to pay its debts, Mr Koh had preferred his own interests, which justified a winding up under s 125(f) of the IRDA. The section states:

(1) The Court may order the winding up of a company if —

...

(f) the directors have acted in the affairs of the company in their own interests rather than in the interests of the members as a whole, or in any other manner which appears to be unfair or unjust to other members[.]

28 This ground for winding up can be broken down into two requirements:

(a) the directors have acted in the affairs of the company; and

(b) *either* in their own interests rather than in the interests of the members as a whole *or* in any other manner which appears to be unfair or unjust to other members.

29 In *Phua Kiah Mai v The Kheng Chiu Tin Hou Kong and Burial Ground* [2025] 4 SLR 1580, it was noted at [51] that the words “the directors” do not have to refer to all directors, only to an effective majority of directors or even to a single director who has “caused his will to be carried into effect”, a phrase drawn from the Australian case of *Re Cumberland Holdings Ltd* (1976) 1 ACLR 361 (“*Cumberland Holdings*”). It is worth emphasising, however, that in *Cumberland Holdings*, the phrase continued with the words “by the board”,

which were omitted in the summary in *Cumberland Holdings*. Thus the full *dictum* reads (at 382) “even where one director, by some means or other, has caused his will to be carried into effect by the board” (emphasis added). Restoring those words makes it clear that this ground concerns capture or use of the powers of the board to prefer the interests of one or more directors. That was not the case here.

30 The difficulty for Mr Lim is that it cannot be said that Mr Koh caused his will to be carried out by the board (which after all, only comprised the two of them). Rather, what was alleged to have happened is that Mr Koh breached his fiduciary duty as a director by diverting business to himself or by selectively paying off debts of Interior Times with his own monies or monies of the companies to whom he had diverted business from Interior Times. Breach of duty by a director is distinct from decisions taken by the board that prefer certain interests over those of others. Mr Koh did not cause the board of the company to do anything. As far as the exercise of powers of the board was concerned, Mr Lim did not appear to have attempted to call a board meeting. Moreover, it was ultimately Mr Lim who, through his voting power as majority shareholder, could determine the composition of the board. Mr Lim did not take steps to convene a general meeting at which (in his capacity as majority shareholder) he would have been in a position to remove Mr Koh from the board or appoint additional directors so as to outvote him.

31 Insofar as Mr Lim complained about breaches of duty by Mr Koh, these are matters that the company may pursue against Mr Koh, if so advised. Mr Lim as majority shareholder could remove Mr Koh from the board or appoint additional directors and, with the new board, could consider the merits of any action against Mr Koh.

It was not just and equitable to wind up Interior Times

32 Mr Lim’s third ground was that it was just and equitable to order a winding up. The obvious difficulty with Mr Lim’s argument that it was just and equitable to wind up the company on the basis that there was (among other things) a deadlock in the management of Interior Times²¹ was again the fact that Mr Lim was the majority shareholder, owning 60% of the shares in Interior Times.²² At the start of the hearing, I asked Mr Lim’s counsel why Mr Lim could not remove Mr Koh from the board of the company, and then move the company forward as Mr Lim might desire. Mr Lim’s counsel’s answer was that he had not seen the company’s constitution. Once, at my direction, he had obtained the constitution, he conceded that there was nothing that would prevent Mr Lim from removing Mr Koh. Thus, there was no deadlock.

33 Nonetheless, I considered Mr Lim’s other arguments as to why it was just and equitable to wind up the company.

That a director has acted in breach of duty does not make it just and equitable to wind up a company without more

34 Even assuming that Mr Koh had breached his duties to the company, this would not support winding up on the just and equitable ground without more. Mr Lim as majority shareholder could avail himself of ordinary corporate processes and mechanisms to stop further breaches and to remedy past breaches or seek compensation in the name of the company from Mr Koh.

35 Moreover, the evidence adduced by Mr Lim did not demonstrate lack of probity on Mr Koh’s part. Mr Koh’s use of his own monies to pay off debtors

²¹ Applicant’s Written Submissions dated 19 January 2026 (“AWS”) at para 37.

²² BL-1 at para 11.

of the company appeared to be a more responsible approach than Mr Lim's. Mr Lim told creditors of the company to look to Mr Koh for payment of the debts owed to them by the company.

Mr Lim had not proved there was a breakdown of trust and confidence or loss of substratum

36 Mr Lim also argued that there had been a breakdown of trust and confidence between himself and Mr Koh, and a loss of substratum.²³

37 A company's substratum is the main object which it was formed to achieve. When that object can no longer be achieved, any member can petition for winding up on the just and equitable ground. A situation that would justify winding up for loss of substratum is where the company is dormant and its finances so poor as to no longer be viable. The guiding principle would be whether there was unfairness in keeping the aggrieved shareholder locked into a company that was no longer carrying out the business it was set up to do: *Ma Wai Fong Kathryn v Trillion Investment Pte Ltd* [2019] 1 SLR 1046 at [63]–[65].

38 Mr Lim did not state what the substratum of the company was. I gleaned that the substratum of the company was its interior design business. Mr Koh's counsel contended that notwithstanding that Interior Times did not currently have any ongoing projects, new projects could be taken on fairly easily. He also submitted that Mr Koh intended to repay the debts owed by Interior Times. Furthermore, Mr Lim's own conduct was inconsistent with the argument of a

²³ AWS at paras 37–38.

loss of substratum, in that he had, in communications with the company's creditors, taken the position that Mr Koh had bought over Interior Times.²⁴

39 A winding up on just and equitable grounds is not meant to allow even a minority shareholder to exit at will (*See Eng Siong Ronnie v Sassax Pte Ltd* [2020] SGHC 96 (“*Ronnie See*”) at [71]), let alone a majority shareholder who has the voting power to determine the composition of the board and so put an end to any misfeasance of an individual director.

40 Finally, insofar as Mr Lim was relying on the breakdown of his relationship with Mr Koh, a shareholder could only rely on such a situation to justify a winding up where the breakdown in the relationship was caused by the other party (*Ronnie See* at [71]). In this case, Mr Lim failed to show that the breakdown was caused by Mr Koh, rather than by his own conduct. Moreover, even if such a breakdown had occurred, Mr Lim retained the voting power as majority shareholder to change the board to one in which he had trust and confidence.

Conclusion

41 For these reasons, I dismissed the winding up application. It was misconceived given how much Mr Lim owed the company and the fact that he was the majority shareholder with the ability to put right any perceived wrongs

²⁴ BL-2 at p 22.

in the management of the company. I fixed costs at \$12,000 all-in, payable by Mr Lim to Mr Koh.

Philip Jeyaretnam
Judge of the High Court

Trent Ng Yong En and Wong Chiun Yun Emily (Fortress Law Corporation) for the applicant;
The respondent absent and unrepresented;
Aw Hon Wei Adrian and Tessa Lim Yong Rong (Resource Law LLC) for the first non-party;
Yeo Hsien Yang Shane Anthony (Yang Xianyang) (Invictus Law Corporation) for the second non-party (watching brief).
