

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

[2026] SGHC 56

Originating Claim No 79 of 2025 (Summons No 1070 of 2025)

Between

- (1) Arfat Pannir Selvam
- (2) Priya Pannirselvam
- (3) Roshni Ranjani Pannirselvam

... Claimants

And

Sharad Selvam Ramachandra

... Defendant

GROUNDS OF DECISION

[Civil Procedure — Anton Piller orders — Setting aside *ex parte* order]
[Civil Procedure — Injunctions — Setting aside *ex parte* order]

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Arfat Pannir Selvam and others
v
Sharad Selvam Ramachandra

[2026] SGHC 56

General Division of the High Court — Originating Claim No 79 of 2025
(Summons No 1070 of 2025)
Tan Siong Thye SJ
29 December 2025

16 March 2026

Tan Siong Thye SJ:

Introduction

1 HC/SUM 1070/2025 (“SUM 1070”) was an application by the defendant to set aside HC/ORC 639/2025 (“Search Order”) and HC/ORC 642/2025 (“Injunction Order” and “Delivery Up Order”), collectively the “Orders”. After considering the parties’ submissions, I gave brief reasons to explain why I dismissed SUM 1070. These are the detailed grounds of decision for the dismissal.

2 By way of background, the claimants commenced an Originating Claim in HC/OC 79/2025 (“OC 79”) against the defendant on 3 February 2025 for breach of confidence and defamation. On the same day, they filed an *ex parte* application in HC/SUM 265/2025 for the Orders, which I granted on 5 February 2025.

Facts

The parties

3 Arfat Pannir Selvam (“first Claimant”), is the widow of the late former Honourable Justice Govinda Pannirselvam (“Mr GP Selvam”), who passed away on 23 October 2022. She is presently a Managing Director of Duane Morris & Selvam LLP (“DMS”) and Selvam LLC.

4 The first Claimant and Mr GP Selvam have two daughters, Priya Pannirselvam (“second Claimant”) and Roshni Ranjani Pannirselvam (“third Claimant”). The first Claimant, the second Claimant and the third Claimant shall be referred to collectively as the “Claimants”.

5 Sharad Selvam Ramachandra (“Defendant”) is the second Claimant’s son and the first Claimant’s grandson. The Defendant’s father, Murali Krishna Ramachandra (“Krishna”), was married to the second Claimant from 1999 to 2024. Krishna was not a party to the proceedings but continued to feature frequently in this application.

Background of the dispute

6 In brief, the background of the dispute related to the drafting and execution of Mr GP Selvam’s will. The Claimants are the executors and trustees of Mr GP Selvam’s will dated 8 January 2021 (“Last Will”). There was a previous will signed by Mr GP Selvam on 21 June 2017.¹

¹ First Claimant’s 1st Affidavit at para 32.

7 On 3 January 2025, the Defendant sent a letter through his then solicitors, August Law Corporation (“ALC”), to DMS and Selvam LLC requesting certain documents relating to Mr GP Selvam’s estate (“Estate”).² On 20 January 2025, the Defendant, through ALC, sent another letter to the Estate and to the attention of the Claimants titled “TRUSTEE’S BREACH OF FIDUCIARY DUTIES OWED TO BENEFICIARIES OF THE ESTATE” (“20 Jan Letter”). It was alleged that the 20 Jan Letter was distributed to various parties, including persons who had no direct interest under the Estate or the Last Will.³

8 The contents of the 20 Jan Letter formed the subject of the claim for breach of confidence in OC 79. The Claimants alleged that the 20 Jan Letter referred to and/or reproduced the text of documents and correspondence that were personal, confidential, private, and/or privileged in nature (“Confidential Material”).

9 The Claimants applied for the Orders on 3 February 2025, and at the *ex parte* hearing on 5 February 2025, I granted the following:

- (a) injunctions to restrain the Defendant from using or disclosing the Confidential Material and from publishing the 20 Jan Letter (*ie*, the Injunction Order);⁴

² First Claimant’s 1st Affidavit at para 44.

³ First Claimant’s 1st Affidavit at para 47.

⁴ HC/ORC 642/2025 at paras 1 and 2.

- (b) delivery up of all the Confidential Material (including any copies) pursuant to the Injunction Order (*ie*, the Delivery Up Order);⁵
- (c) a search order for the Defendant’s premises and personal devices for “Known Confidential Matters” listed in the Search Order (*ie*, the Search Order);⁶ and
- (d) an order for the Defendant to swear an affidavit disclosing the location of the Known Confidential Matters and the details of any supply or offer to supply any Confidential Material pursuant to the Search Order (“Defendant’s Disclosure Obligation”).⁷

The Confidential Material

10 In these grounds of decision, I shall adopt the definition of “Confidential Material” as stated in the Injunction Order, which refers to documents and correspondence that are personal, confidential, private, and/or privileged in nature. At the time of the *ex parte* application, the Claimants referred to the Confidential Material contained in the 20 Jan Letter. Since then, the Claimants learnt of other Confidential Material that had been obtained by the Defendant pursuant to the execution of the Search Order on the Defendant’s devices.

11 The prominent Confidential Material in the setting aside application is set out here. Notably, items (a), (b) and (c) concerned Confidential Material known to be in the Defendant’s possession at the time of the *ex parte*

⁵ HC/ORC 642/2025 at para 3.

⁶ HC/ORC 639/2025.

⁷ HC/ORC 639/2025 at para 5.

application, as they had been referenced in his 20 Jan Letter. Items (d) and (e) concerned materials that were discovered by the Claimants after the execution of the Search Order. These items are as follows:

- (a) materials and/or correspondence the Defendant obtained from the second Claimant’s WhatsApp chatlogs on her mobile phone;⁸
- (b) a letter related to estate planning written by the first Claimant intended to be given to the second Claimant and the third Claimant upon the first Claimant’s passing (“Letter to Daughters”);⁹
- (c) a statement prepared by the first Claimant for her solicitors at the time, namely, Engelin Teh Practice LLC (“Engelin Teh Statement”);¹⁰
- (d) a typewritten reproduction of a private letter the first Claimant penned to her late husband in her personal handwritten diary on 6 October 2024 (“Diary Entry”);¹¹ and
- (e) audio recordings of the first Claimant’s and the second Claimant’s conversations with the Defendant and/or his brother.¹²

⁸ First Claimant’s 1st Affidavit at para 51.

⁹ First Claimant’s 1st Affidavit at para 33.

¹⁰ First Claimant’s 1st Affidavit at para 50(b).

¹¹ Claimants’ Written Submissions (“CWS”) at para 15(b).

¹² CWS at para 15(c).

The parties' cases

12 In seeking the Orders, the Claimants' case was that they did not give their consent to the Defendant to access, extract, or use the Confidential Material.¹³ The Defendant had thus obtained the Confidential Material in an unlawful or unauthorised manner. The Injunction Order (and the Delivery Up Order) were granted to safeguard the Confidential Material. The Search Order was granted on the basis that there was a real possibility that the Defendant would destroy relevant evidence of how he obtained the Confidential Material. In the setting aside hearing, the Claimants maintained this position and further raised that the Defendant had not yet complied with the Delivery Up Order and the Defendant's Disclosure Obligation under the Orders (see [9] above).

13 The Defendant alleged that the second Claimant granted him access to the Confidential Material when she handed him her unlocked mobile phone.¹⁴ Further, he sought to set aside the Orders on the grounds, *inter alia*, that the Claimants did not fulfil their duty of full and frank disclosure in seeking the Orders and that there was insufficient basis for granting the Orders.¹⁵

14 The Defendant did not appear to contest the Injunction Order as he only made specific reference to the Delivery Up Order and Search Order in his written submissions.¹⁶ However, as the Defendant's setting aside application was against all the Orders, I dealt with the issues relating to all the Orders.

¹³ CWS at para 7.

¹⁴ Defendant's Written Submissions ("DWS") at para 23.

¹⁵ DWS at para 2.

¹⁶ DWS at para 2.

Issues that were determined

15 As the legal tests for the setting aside of an injunction and a search order are distinct, I dealt with whether each of the Orders should be set aside separately.

16 In the setting aside application, the following issues were determined:

- (a) whether the Injunction Order and the Delivery Up Order should be set aside;
- (b) whether the Search Order should be set aside; and
- (c) whether the Claimants fulfilled their duty of full and frank disclosure when seeking the Orders.

Whether the Injunction Order and the Delivery Up Order should be set aside

17 The Injunction Order and the Delivery Up Order were sought and granted based on the Claimants' claim for breach of confidence. The relevant test was thus whether: (a) there was a serious question to be tried as to the Claimants' claim for breach of confidence; and (b) the balance of convenience lied in favour of granting the interlocutory injunction (*ANB v ANC* [2015] 5 SLR 522 ("*ANB v ANC*") at [10]).

18 As a preliminary point, the Defendant asserted that the Claimants had deliberately misled the court by providing different definitions of "Confidential Material". The Claimants' definition of "Confidential Material" excluded *personal* documents and/or correspondence in their submissions when seeking the Orders *ex parte* but included the same in the Statement of Claim. The

definition of “Confidential Material” in the Statement of Claim, *ie*, including *personal* documents and/or correspondence, was referred to in the Delivery Up Order. The Defendant contended that this was conspicuous on the Claimants’ part in a bid to seek the widest catch-all definition in seeking the Orders.¹⁷

19 In my view, this submission had no merit. The Claimants could not be said to have misled the court or breached their duty of full and frank disclosure as I had considered the Statement of Claim, which was filed on the same day as the *ex parte* application, in making the Orders. The very reference to the Statement of Claim in defining “Confidential Material” in the Delivery Up Order showed that it had been brought to my attention. The first Claimant’s affidavit in support of the *ex parte* application likewise suggested that a wide definition of “Confidential Material” for the purposes of the Injunction Order was sought as the Claimants were unaware, at that juncture, of the full extent of materials obtained by the Defendant. That was why the terms of the injunction sought in the affidavit explicitly referred to confidential information “including but not limited” to the “Confidential Material” as defined.¹⁸ In any event, any failure to include *personal* documents and/or correspondence was not material given the large overlap between *personal* and *private* documents and/or correspondence in the present case.

20 As the Defendant did not deny that the balance of convenience lay in favour of granting the interlocutory injunction, I focused on whether there was a serious question to be tried as to the Claimants’ claim for breach of confidence.

¹⁷ DWS at paras 13 to 20.

¹⁸ First Claimant’s 1st Affidavit at para 3(a).

21 In *ANB v ANC*, the Singapore Court of Appeal (“CA”) acknowledged that English jurisprudence has “shoehorned” private or personal information into a distinct category worthy of protection under the English law of confidence (*ANB v ANC* at [18]). A triable issue as to whether a Singapore court should adopt such English jurisprudence thus arose where private information is surreptitiously obtained (see *ANB v ANC* at [20] and [23]), as was the Claimants’ case at both the *ex parte* application and the setting aside application.¹⁹

22 The Claimants, however, did not advance the position that a Singapore court *should* consider English jurisprudence in determining the status of protection of private or personal information under Singapore’s law of confidence. This was unlike how the applicability of English jurisprudence was specifically argued before the CA in *ANB v ANC*.

23 Leaving aside this concern, I found that the Claimants, nevertheless, satisfied the established test in *I-Admin (Singapore) Pte Ltd v Hong Ying Ting* [2020] 1 SLR 1130 (“*I-Admin*”) for whether a serious question to be tried has arisen for a claim for breach of confidence. The test is whether: (a) the material had the quality of confidence; and (b) an obligation of confidence had arisen (“*I-Admin* Test”).

24 On element (a) of the *I-Admin* Test, I found that the Confidential Material indeed had the quality of confidence. Nearly all the Confidential Material, such as documents and correspondences from the second Claimant’s WhatsApp chatlogs, the Diary Entry, and the Letter to Daughters concerning

¹⁹ CWS at para 26.

future estate-planning, was clearly private or personal material (see [11] above). Post-execution of the Search Order, the Claimants also discovered that the Defendant had obtained private communications between the second Claimant and her financial advisers, friends, and psychologist.²⁰ In this regard, the Claimants cited *Jethanand Harkishindas Bhojwani v Lakshmi Prataprai Bhojwani* [2022] 3 SLR 1211 (“*Jethanand*”) as authority that material concerning an individual’s private life and personal finances are recognised as confidential (*Jethanand* at [50]). I agreed that *Jethanand* was applicable and it clearly stood for the proposition that such private and personal material had the quality of confidence worthy of protection.

25 At the hearing, the Defendant attempted to argue for an “iniquity exception”, where documents used in furtherance of or evidence of unlawful actions are not protected by the law of confidence. Indeed, the underlying motivation of the Defendant in obtaining the Confidential Material and in publishing the 20 Jan Letter was to aid the Defendant’s whistleblowing of the Claimants’ alleged wrongdoings. These alleged unlawful acts included, among other things, the Claimants’ misadministration of the Estate and that the Claimants had furthered a property tax evasion scheme by falsely obtaining owner-occupier tax relief on a property.²¹

26 The iniquity exception is an established exception to the protection afforded by legal professional privilege that applies to lawyer and client communications in furtherance or part of unlawful acts (*Tan Tung Wee Eddie v Singapore Health Services Pte Ltd* [2025] 4 SLR 1166 (“*Tan Eddie*”) at [102]–

²⁰ CWS at para 17.

²¹ Defendant’s 4th Affidavit at paras 205 to 211.

[103]). Where the iniquity exception is applicable, a client cannot claim the protection of privilege as the iniquity deprives the communication of the necessary quality of confidence (*Tan Eddie* at [104]). In *Tan Eddie*, a doctor failed to extend the iniquity exception to excuse his breach of patient confidentiality (*Tan Eddie* at [104]–[107]). He claimed to have been justified in accessing confidential records of patients not under his care as this was to “whistle blow” on perceived wrongdoings by a fellow doctor (*Tan Eddie* at [90]). As the court noted, the iniquity exception has not been extended to apply outside the realm of legal professional privilege (*Tan Eddie* at [107]).

27 At the hearing, the Defendant cited *AAV v AAZ* [2011] 1 SLR 1093 as authority that the court might lift the obligation of confidentiality where the interests of justice required disclosure. This was misguided as the case pertained to confidentiality obligations for arbitration proceedings, the principles for which were inapplicable in the present case. Since no other relevant legal authority was cited by the Defendant for the “iniquity exception” to be applied in the context of breach of confidence, I saw little need to consider it in detail.

28 By the nature of the Confidential Material alone, I was satisfied that element (a) of the *I-Admin* Test was fulfilled as the Confidential Material had the quality of confidence.

29 Moving on to element (b), it was also shown that an obligation of confidence had arisen. It is trite law that an obligation of confidence arises where confidential information is obtained surreptitiously, without the owner’s knowledge or consent (*I-Admin* at [61]). The circumstances under which the Confidential Material had been obtained were thus relevant.

30 The Defendant’s position in his affidavits up to the hearing was that *all* the Confidential Material in his possession had been obtained by him from the second Claimant’s WhatsApp chatlogs. The Defendant alleged that this had been lawfully obtained as the second Claimant had voluntarily given him access to her phone when she handed it to him unlocked to send photos on her phone to himself via WhatsApp.²² When the Defendant searched for his own name in WhatsApp, he discovered information revealing the Claimants’ purportedly ill-intentioned motives regarding the administration of the Estate. Later, when the second Claimant was asleep, he forwarded “all relevant and necessary chatlogs” to himself.²³ He also continually asserted that the Claimants’ forensic investigation of the DMS and Selvam LLC server systems did not reveal any security breach or extraction of data.²⁴

31 I agreed with the Claimants’ argument that the second Claimant had permitted the Defendant to use her phone only for the limited purpose of sending photographs to himself, and that she did not give him *carte blanche* to access and forward the Confidential Material to himself.²⁵ This case was comparable to the situation in *Jethanand* where an obligation of confidence arose when a father lent his laptop to his son, and the son accessed and downloaded his father’s private e-mails.²⁶ *Jethanand* was instructive as the facts were similar to the present case. There, the parties were also of a parent-child relationship, and the facts likewise involved the permitted use of a personal device for a limited

²² Defendant’s 1st Affidavit at para 42.

²³ Defendant’s 1st Affidavit at paras 43 to 50.

²⁴ DWS at para 25.

²⁵ CWS at para 30.

²⁶ CWS at para 31.

purpose. Therefore, I was satisfied that the Defendant had accessed the second Claimant's Confidential Material without her permission and, *prima facie*, breached the confidentiality owed to her.

32 The second Claimant could not have permitted or authorised the Defendant to access or forward the Confidential Material in the phone when she passed her unlocked phone to him. She had only granted him access to the phone for the limited purpose of sending photos to himself. By the Defendant's own account, he had forwarded the Confidential Material in the phone to himself when he entered the second Claimant's room in the wee hours of the morning while she was asleep.²⁷ It was difficult to see how this was a situation in which the second Claimant had knowledge of, let alone had consented to, the Defendant's access and retrieval of the Confidential Material in her phone. Thus, I found that an obligation of confidence arose in respect of the Confidential Material in the phone. Clearly, the Claimant established a good arguable case for a breach of confidence against the Defendant.

33 Where there is a serious question to be tried in relation to a breach of confidence, the balance of convenience also lay in favour of granting an injunction to preserve the confidentiality of the information (*ANB v ANC* at [25]). I also noted that it would be open to the Defendant to seek disclosure of any information in the Claimants' possession via specific discovery should he wish to at the trial (see *ANB v ANC* at [25]). Accordingly, the application to set aside the Injunction Order and the Delivery Up Order was dismissed.

²⁷ Defendant's 1st Affidavit at paras 43 to 50.

Whether the Search Order should be set aside

34 It was undisputed that the applicable test was that in *Asian Corporate Services (SEA) Pte Ltd v Eastwest Management Ltd (Singapore Branch)* [2006] 1 SLR(R) 901 (“*Asian Corporate Services*”). A search order is warranted if: (a) there exists an extremely strong *prima facie* case; (b) the damage suffered by the claimants would be very serious; (c) there is a real possibility the defendant would destroy relevant documents; and (d) the effect of the search order is proportionate to the legitimate object of the order (*Asian Corporate Services* at [14] (“*Asian Corporate Services Test*”)).

35 Applying the *Asian Corporate Services Test*, I found in the Claimants’ favour that the Search Order was warranted and upheld it. Elements (a), (b) and (d) of the test could be dealt with briefly as the Defendant did not present cogent reasons as to why they were not fulfilled. I focused on element (c), whether there was a real possibility the Defendant would destroy the relevant documents, as it was the main element in contention.

(a) There existed an extremely strong prima facie case

36 The Defendant made no specific arguments as to why no strong *prima facie* case of breach of confidence had been made out. Instead, he made assertions that the Claimants had brought the suit against him to block his attempts at whistleblowing their alleged unlawful actions (see [25]–[26] above).²⁸ I found that these assertions were not substantiated on the evidence. In any event, I was not satisfied that any such iniquity exception existed to protect

²⁸ DWS at p 20, paras F to G.

the Defendant, a supposed whistleblower, who was in breach of confidence (see [26] above).

37 For the reasons set out above at [21]–[32], I found that the Defendant was under an obligation of confidence with regard to the Confidential Material, and that there was a strong *prima facie* case of breach of confidence when he sent the 20 Jan Letter (containing the Confidential Material) to various parties.

(b) The damage suffered by the Claimants would be serious

38 The Claimants contended that they would suffer serious damage if the Search Order was not granted and the Defendant were to destroy incriminating evidence of how he obtained the Confidential Material ahead of trial.

39 The Defendant argued that such a concern was addressed by element (d) of the *Asian Corporate Services* Test and could not be considered under element (b) (see [34] above).²⁹ This was plainly wrong. The objective of the Search Order was precisely relevant in considering the nature of the damage that would be suffered. Where the objective of a search order is to preserve evidence in the defendant’s possession for trial, the claimant must show it would not be able to prove its case if the evidence was destroyed (*Asian Corporate Services* at [42]).

40 I was satisfied that the Claimants’ case in the trial would have been severely affected if the Defendant had destroyed the evidence of how he obtained the Confidential Material as this would be crucial to proving their claim for breach of confidence. The Defendant also had not provided an

²⁹ DWS at para 44.

explanation as to how he had come into possession of certain Confidential Material apart from those obtained from the second Claimant's phone. As this also related to the possibility that he would destroy the relevant evidence as to how the Confidential Material was obtained, I shall deal with it below.

(c) There was a real possibility that the Defendant would destroy relevant evidence

41 Direct evidence of a real risk of destruction is not necessary so long as the evidence is sufficient to justify such an inference (*Asian Corporate Services* at [30]). This inference could be drawn from the conduct of an untrustworthy defendant with the propensity to destroy evidence (*Asian Corporate Services* at [30]–[34]).

42 The Claimants argued that the Defendant was in possession of material (items (b)–(e) at [11] above) that could not possibly have been obtained from the second Claimant's WhatsApp chatlogs. The Defendant had not provided an explanation as to how he obtained this material. As this relates to the Defendant's Disclosure Obligation, which is part of the Search Order's terms, I shall deal with it here.

43 At the setting aside hearing, the Defendant stated for the first time that it was the first Claimant's secretary, Ms Vicky Lam, who had given him the Letter to Daughters (item (b) at [11] above) on 10 December 2024. He claimed to have proof of this in the form of audio recordings of this interaction. As this was not stated in any of his four affidavits or written submissions prior to the hearing, I was unable to consider this as the Claimants had no opportunity to respond.

44 Even leaving aside how the Defendant obtained the Letter to Daughters, there was still material that could not have been obtained from the second Claimant's phone (items (c)–(e) at [11] above). The Defendant had not provided a positive explanation as to how the material was obtained by him, ignoring the Defendant's Disclosure Obligation as set out in the Search Order. Thus, there was a real possibility that the material was obtained unlawfully and that the Defendant would destroy evidence of how it was obtained.

45 I noted that the Defendant appeared to be misinformed as to the object and scope of the Search Order. This was apparent from his declaration that he intended to rely on the very Confidential Material when he would eventually take the Claimants to court on claims related to the 20 Jan Letter.³⁰ Therefore, he asserted that he had no reason to destroy the Confidential Material.

46 The relevant inquiry was the possibility of destruction of evidence relevant to the Claimant's claim for breach of confidence as this was the basis upon which the Search Order was sought. Such evidence would include evidence of *how* the Confidential Material was obtained, as it would clearly relate to whether an obligation of confidence had arisen, among other things.

47 Having clarified that the real issue was whether the Defendant would destroy evidence of how he obtained the Confidential Material, I found that there was sufficient basis to infer a real possibility of the said destruction. The Claimants pointed to two instances in which the Defendant had tampered with documents for his own purposes. The first of this was the Letter to Daughters that the Defendant had attached to the 20 Jan Letter. At the hearing, the

³⁰ DWS at paras 39 to 40.

Defendant admitted to having added the date “5 January 2021” in the purported copy of the Letter to Daughters that he had attached to the 20 Jan Letter. He asserted that this was done to provide “context” that the Letter to Daughters pertained to how the first Claimant was involved in drafting the Last Will, which the Defendant intended to canvass in an eventual counterclaim against the Claimants. By the Defendant’s own admission, he had altered an original document to portray it in a certain way to suit his own purpose of bringing a claim against the Claimants.

48 The second instance of tampering related to the Engelin Teh Statement that was obtained and circulated by the Defendant by way of the 20 Jan Letter. Unlike the other private or personal material, the Engelin Teh Statement was a communication between the first Claimant (as client) and her solicitors. This communication fell within the established, sacrosanct category protected by solicitor-client legal privilege, and was therefore clearly confidential. The Claimants tendered the original Engelin Teh Statement, which contained a confidentiality header and addressee.³¹ In contrast, the version that the Defendant had circulated by way of the 20 Jan Letter contained no such header or addressee. Further, the Defendant had allegedly removed portions in the letter that had reflected negatively on Krishna.³² The Defendant did not address these allegations of tampering. However, I observed that *removal* of information particularly relating to the document’s status of confidentiality indicated a high propensity to destroy evidence of wrongdoing on the Defendant’s part.

³¹ First Claimant’s 1st Affidavit at Tab 17.

³² CWS at para 39.

49 The Defendant’s main assertion was that the Claimants had wrongfully sought to justify the likelihood of his destruction of evidence by arguing that he was a proxy of Krishna, who was of untrustworthy character, but without any allegations as to the Defendant’s own untrustworthiness.³³ Quite unlike this, I found that there was sufficient evidence to suggest the Defendant’s own untrustworthiness. In this regard, I considered information that surfaced after the granting of the Search Order (see *BP Singapore Pte Ltd v Quek Chin Thean* [2011] 2 SLR 541 (“*BP Singapore*”) at [55]). Post execution of the Search Order, the Claimants discovered that a large range of material had been taken from the second Claimant’s phone, including material that was not immediately relevant to the Defendant’s supposed motive of whistleblowing on the Claimants’ alleged misadministration of the Estate.³⁴ It was also discovered that the Defendant had surreptitiously made multiple audio recordings of his conversations with the first Claimant and the second Claimant without their consent, beyond the recordings he referenced in his affidavits.³⁵

50 From the evidence, I found that the Defendant had been shrewd and untrustworthy. In particular, his admission to tampering with documents to suit his legal agenda showed that he had manipulated the evidence of how he had unlawfully obtained the Confidential Material. I thus concluded that there was a high risk that the Defendant would destroy the relevant evidence.

³³ DWS at paras 33 to 36.

³⁴ CWS at para 17; Defendant’s 1st Affidavit at para 43.

³⁵ CWS at para 15.

(d) The Search Order was proportionate to its legitimate object

51 The Defendant did not make any specific arguments regarding the proportionality of the Search Order to its object of preserving the evidence for the purpose of the trial. In any event, I had granted the Search Order on wide terms as it was uncertain how much information the Defendant had accessed and the circumstances under which he had accessed the information. At the setting aside hearing, there remained doubts as to whether the Defendant had obtained some of the Confidential Material lawfully. The Defendant had yet to fulfil the Defendant’s Disclosure Obligation pursuant to the Search Order which had the precise aim of clearing such doubts.

52 The Defendant continually emphasised that the Claimants had conducted a forensic investigation on the DMS and Selvam LLC server systems, which confirmed that there was no security breach or unauthorised extraction of data.³⁶ This was presumably to show that he had not illegally accessed those server systems to obtain the Confidential Material. However, the evidence suggested that the Defendant was in possession of Confidential Material other than those obtained from the second Claimant’s mobile phone, for example, the Letter to Daughters. Even though there was no proof of unauthorised access of the server systems, the Defendant had somehow obtained the Letter to Daughters, which the Defendant himself had stated was “locked into the DMS servers” in a WhatsApp message sent to the first Claimant on 29 December 2024.³⁷ The very purpose of the Defendant’s Disclosure Obligation was to allow the Defendant to explain how he obtained the Confidential Material. However, the Defendant had not yet complied with this fully (see [9(d)] above).

³⁶ DWS at para 25.

³⁷ First Claimant’s 1st Affidavit at para 39.

53 The application to set aside the Search Order was thus dismissed.

Whether the Claimants fulfilled their duty of full and frank disclosure when they sought the Orders

54 An applicant in an *ex parte* application is subject to a duty of full and frank disclosure of material facts that would have affected the outcome of the *ex parte* application (*BP Singapore* at [22]).

55 The Defendant raised several allegations that the Claimants failed to disclose certain facts at the hearing of the *ex parte* application. None of the allegations were material. These included the Claimants’ omission to refer to “personal” documents or correspondence in their written submissions supporting the *ex parte* application, which I have explained to be not material at [19] above. The Defendant argued that the Claimants should have informed the court that an alternative option (to the Search Order) of conducting a forensic investigation of the Claimants’ personal devices was available.³⁸ This was unhelpful, as there were other ways in which the Defendant could have obtained the Confidential Material from the Claimants’ personal devices that may not have been caught by a forensic investigation. It also missed the point of the Search Order, which was to determine the full extent of Confidential Material in the Defendant’s possession and how he had obtained the Confidential Material.

56 The Defendant also raised other instances of the Claimants’ supposed failure to be forthcoming such as not accurately representing changes made to

³⁸ DWS at paras 24 to 26.

the Last Will.³⁹ Such matters were not relevant to the Claimants' application for the Orders which was based on breach of confidence and were better suited to be dealt with at the trial regarding the validity of the Last Will.

Conclusion

57 For all the foregoing reasons, I dismissed the Defendant's application to set aside the Orders.

58 As for costs, the Claimants asked for costs of \$15,000 (all in) and the Defendant agreed. Nevertheless, I awarded costs fixed at \$12,000 (all in) as I was mindful that the Defendant appeared in person, and I opined that this would be a fair amount. I granted the Defendant's request for the costs to be paid by instalments of \$2,000 per month.

Tan Siong Thye
Senior Judge

Hing Shan Shan Blossom SC, Chin Tian Hui Joshua and Claire Neoh
Kai Xin (Drew & Napier LLC) for the claimants;
The defendant in person.

³⁹ DWS at paras 27 to 28.