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PROTECTION FROM HARASSMENT COURT JUDGE
JASBENDAR KAUR
[26 May 2026]

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGPHC 2

Protection from Harassment Court Originating Application No 5 of 2025
Summons No 5 of 2025

Between

JOHAN DANIEL BLOMBERG

… *Applicant*

And

KHAN ZHI YAN (FORMERLY KNOWN AS ANNABELLE BOMBERG

… *Respondent*

JUDGMENT

[contempt of court] – [civil contempt] - [interpretation of substantive contractual consent order] - [whether respondent had requisite intent and understood her obligations in court order] - [whether there was reasonable and honest failure to understand court order]

TABLE OF CONTENTS

JOHAN DANIEL BLOMBERG
v
KHAN ZHI YAN (FORMERLY KNOWN AS ANNABELLE BOMBERG

[2026] SGPHC 2

Protection from Harassment Court Originating Application No 5 of 2025
Summons No 5 of 2025

Protection from Harassment Court Judge Jasbendar Kaur
13 November 2025, 6 February 2026

26 May 2026

Protection from Harassment Court Judge Jasbendar Kaur (delivering oral judgment):

1 I delivered my brief grounds of decision on 6 February 2026, and these are my full grounds of decision.

Introduction

2 The parties in this matter were previously married to each other, and they have two young children from this marriage. In 2021, the Applicant (the "A"), Johan Daniel Blomberg filed a claim DC/PHA 93/2020 against the Respondent (the "R"), Khan Zhi Yan, seeking a protection order under the Protection from Harassment Act 2014 (the "POHA") primarily to prohibit her from making false statements or reports against him. The claim was settled on 10 May 2021 when the parties reached an amicable decision and the following

protection order DC/ORC 1737/2021 was issued "by consent" (the "original CO"):

> 1. Without admission of liability in DC/PHA 93 of 2020, the Respondent (either in person or through any third party acting under her instructions or authorization) hereby undertakes not to make or file any statement or report in respect of the Applicant in any court, or to any local or overseas public authority, by any means, and in any form or manner, and agrees that any breach of this undertaking will constitute a breach by the Respondent of the relevant provisions of the Protection from Harassment Act so as to entitle the Applicant to obtain a Protection Order against the Respondent based on the aforesaid breach. However, the Respondent may apply and seek the leave of any court to make or file any statement or report in respect of the Applicant in any court, or to any local or overseas public authority, if the Respondent has at least prima facie evidence to satisfy the court considering the Respondent's application for leave and such leave is granted by the aforesaid court.
>
> 2. In consideration of the Respondent's undertaking in paragraph 1 above, the Applicant hereby undertakes not to take any action in respect of any breach by the Respondent of the expedited protection order dated 19 August 2020, or any action or conduct related to the proceedings in DC/PHA 93 of 2020, and will also take no further action in respect of the Respondent's acts and conduct prior to this Order.
>
> 3. Both parties (either in person or through any third party acting under their respective instructions or authorization) undertake not to use any information related to the expedited protection order dated 19 August 2020, or any action or conduct related to the proceedings in DC/PHA 93 of 2020, in any court, or to any local or overseas public authority or any private entity, and any breach by either party of this undertaking will constitute a breach of the relevant provisions of the Protection from Harassment Act so as to entitle the aggrieved party to obtain a Protection Order against the other party based on the aforesaid breach.

3 The R subsequently applied to set aside the original CO *ab initio* or on such terms as the court deems fit (PHC OA 9/2022). This application was

allowed at first instance on 3 October 2022. The A filed an appeal against this decision which was allowed on 30 August 2023 (HC/RAS 4/2023). The High Court held that because the original CO is a contractual consent order, it should not have been set aside *ab initio* given that there were no vitiating factors to justify this. To address the concerns that "the Consent Order is imprecise and potentially unenforceable", the original CO was varied for clarity, pursuant to the court's power under s 12(7) of the POHA as follows:

> 1. Without admission of liability in DC/PHA 93 of 2020, the Respondent (either in person or through any third party acting under her instructions or authorization) hereby undertakes not to make or file any statement or report in respect of the Applicant in any court, or to any local or overseas public authority, by any means, and in any form or manner, and agrees that any breach of this undertaking will constitute a breach by the Respondent of this Protection Order as to entitle the Applicant to commence committal proceedings against the Respondent based on the aforesaid breach. However, the Respondent may apply and seek the leave of the Protection from Harassment Court to make or file any statement or report in respect of the Applicant in any court, or to any local or overseas public authority.

4 The A has now commenced proceedings against the R to commit her to prison and/or to pay a fine for contempt of court. The A is alleging that the R breached the undertaking given in the original CO as varied pursuant to the Order of Court dated 30 August 2023 (the "VCO") and she has therefore committed contempt of court under s 4(1)(a) of the Administration of Justice (Protection) Act 2016 (the "AJPA"). On 10 March 2025, the A applied for leave to commence committal proceedings vide PHA/OA 5 of 2025 against the R and he was granted permission on 5 May 2025. On 15 May 2025, the A filed the committal application PHC/SUM 5 of 2025 with his supporting affidavit dated 13 May 2025 (the "Supporting Affidavit") made pursuant to Order 23 rule 4 of

the Rules of Court 2021. In his Supporting Affidavit, he particularised six separate contempts allegedly committed by the R in breach of the VCO.

The Alleged 6 Offences

No.	Proceedings/Authority	Offending Statements & Allegation
Alleged Breach No. 1	In a District Court in Singapore ("FJC proceedings") - DC/DC 388/2021 Proceedings commenced by the A in a District Court in Singapore on 21 Feb 2021 to enforce a cost order issued by a Stockholm District Court in T2742-17.	The A alleged that the R made numerous false statements against him in her Affidavit of Evidence in Chief (AEIC) affirmed on 3 June 2024 in breach of the VCO. The A is only relying on one offending statement for the purposes of committal proceedings – a false statement made in para. 17 of the AEIC: "In light of the Plaintiff's fraud, I cannot help but see clear prejudice in favour of the Plaintiff."
Alleged Breach No. 2	District Court in Stokholm - T20355-24 Proceedings commenced by the A in Stockholm District Court on 15 May 2018 in relation to the division of the matrimonial property. The R was ordered to pay distribution payment plus interest to the A. When the R failed to make payment, the A filed a claim against her with a Stockholm District Court.	The A alleged that para. 6 in the R's correspondence email dated 20 December 2024 contained a false statement that is in breach of the VCO: "I have important counter claims, exceeding those at issue in the present summons, against the plaintiff, Mr Blomberg, for unpaid child maintenance over several years notwithstanding a final Swedish judgment (Stockholms Tingsratt, judgment of 26 May 2020) ordering such payment."

Alleged Breach No. 3	The R's Swedish solicitor forwarded a Statement of Defence dated 17 Feb 2025 on the R's behalf.	The A alleged that para. 2 in the R's Statement of Defence contained a false statement that is in breach of the VCO given that he does not owe her any money: "Furthermore Kahn has counterclaims related to final and binding judgments on maintenance payments that Blomberg has still not paid."
Alleged Breach No. 4		The A alleged that para. 69 in the R's Statement of Claim contained a false statement that is in breach of the VCO: "Furthermore, there is a consideration to file a counterclaim, in which Kahn would demand that Blomberg instead pay an estate distribution settlement of over 15 MSEK plus interest."
Alleged Breach No. 5	<u>Immigration and Checkpoints Authority ("ICA")</u> Email forwarded by the R to ICA on 6 January 2025	On 14 Dec 2020, the FJC made order that required the A to inform the R where he is residing in Singapore. In an email that the R forwarded to ICA on 6 January 2025, she mentioned that she is not consenting to the A travelling with the children as the A "has not complied with the Order of Court to provide his current residential address and this is a crucial matter since it impacts the safety and wellbeing of the Children." A is claiming that the allegation is

		factually untrue and even if what R claimed is true, she breached the VCO as she made the statement without prior approval from the PHC.
Alleged Breach No. 6	District Court in Singapore ("FJC") The R forwarded an Other Hearing Related Request ("OHRR") to the FJC on 3 March 2025 wherein she reported that the A failed to provide his current address pursuant to the Court Order dated 16 December 2020.	The A is claiming that the statement in the OHRR at para. 4 is false and made in breach of the VCO: "It bears noting that, pursuant to the Court Order dated 16 December 2020, I have not been informed of the Defendant's address. I have formally requested this information on 16 October 2024 and 26 December 2024, but no response has been provided. This lack of transparency further complicates access arrangements and creates additional uncertainty regarding the children's whereabouts."

Applicant's Case

5 The A alleges that the R has committed contempt in flagrant disregard of the VCO in respect of all the six breaches, knowing that it applied to any and all statements made in any court or to any authority, whether in Singapore or overseas. He further contends that her defence of honest and reasonable mistake should be rejected, given that she was fully aware of the scope of the terms of the original CO at the time it was granted; particularly as she was represented and advised by counsel throughout those proceedings. In essence, it is his case that her conduct constitutes an intentional act of disobedience which is another attempt on her part to evade her obligations under the VCO by seeking to re-interpret it to her advantage.

The Respondents' Reply

6 The R does not deny making the alleged offending statements without prior approval from the PHC but argues that her conduct does not amount to contempt of court. She cited three main reasons:

(a) when properly construed, the VCO does not extend to statements that are "reasonably" made, including those made in the course of litigation or for the purpose of responding to or clarifying statements or reports made by the A to public authorities, whether in Singapore or overseas;

(b) the VCO ought to apply only to statements made with the intent to cause harassment or those capable of causing harassment, alarm or distress to the A given that the order should be construed within the framework of the POHA; and

(c) the plain language of the VCO does not support the interpretation that the VCO extends to statements made in foreign legal proceedings.

7 In addition, the R contends that she is entitled to rely on the defence of honest and reasonable mistake under s 21 of the AJPA as she had acted under a genuine belief that the VCO did not prohibit her from making the said offending statements without prior approval from the PHC. In essence, it is her position that the A's application is misconceived and without merit and should therefore be dismissed.

Applicable legal principles

8 Pursuant to s 4(1) of the AJPA, an intentional breach of an order of court amounts to a contempt of court when any person:

> (*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.

9 The standard of proof for establishing contempt of court is that of the criminal standard, i.e. proof beyond reasonable doubt: s 28 of the AJPA [***Mok Kah Hong v Zheng Zhuan Yao*** [2016] 3 SLR 1 at [85]] ("***Mok Kah Hong")***. The burden of proof in these proceedings rests on the A and he has to prove that the R had *intentionally* committed the said six acts of contempt. The A would have to show that the R had the necessary *mens rea*; i.e. having knowledge of the terms of the VCO, it was wilfully or deliberately disobeyed by the R. While the A has to show that the offending acts were intentional, he does not need show that the R was aware of or appreciated that she was breaching the order. In other words, her motive or reasons for the disobedience are irrelevant to establishing liability and are matters that are to be considered only at the sentencing stage, should the R be found guilty of contempt [see: ***Mok Kah Hong*** at [86]].

10 When assessing whether the alleged contemnor has committed a contempt of court by intentionally disobeying a court order, it is settled law that a two-step approach is to be adopted (see: ***PT Sandipala Arthaputra v STMicroelectronics Asia Pacific Pte Ltd and others*** [2018] 4 SLR 828 ("***PT Sandipala"*** at [46]):

> (a) first, the court will have to decide what the court order required the alleged contemnor to do. The court will interpret the plain meaning of the language used in the order, and any ambiguity has to be resolved in the contemnor's favour; and

(b) second, the court will have to determine whether the requirements of the court order have been breached. In this regard, the complainant has to show that in committing the act complained of, the contemnor had the necessary *mens rea*.

11 Applying the above approach, two main issues have to be considered in order to determine whether the R is guilty of contempt:

(a) Step 1 Issue: whether the R breached the VCO in respect of the six charges preferred by the A and this turns on the proper construction of its scope and ambit; and

if the R is found to have breached the VCO in respect of all or some of the 6 charges,

(b) Step 2 Issue: whether the R possessed the requisite *mens rea* when committing the alleged contempt or is she entitled to rely on the defence of honest and reasonable mistake under s 21 of the AJPA.

12 My first task would be to consider the Step 1 Issue.

Step 1 Issue: Did the R breach the VCO in respect of the six charges based on the proper construction of its scope and ambit?

13 It is not in dispute that the original CO was issued to prevent the R from using court processes or reporting channels of the public authorities to continue the harassment of the A and the issue to be considered is whether the R undermined the protection granted under the original CO and now the VCO by intentionally breaching it. However, because the parties dispute its proper construction, it is necessary to first ascertain its true scope and ambit before determining whether there was any non-compliance on the part of the R.

The dispute regarding VCO's construction

14 *A's position*: It is the A's case that the relevant legal principles governing the construction of the VCO are those that are generally applicable to the construction of contracts. Making reference to ***CIFG Special Assets Capital I Ltd v Ong Puay Koon*** [2018] 1 SLR 170 ("***CIFG Special Assets***") and ***Sun Electric Pte Ltd and another v Menrva Solutions Pte Ltd and Another*** [2021] SGHC 101 ("***Sun Electric***"), the following approach is proposed in the Applicant's Written Submissions:

(a) First, consider the plain language used in the VCO and give regard to the factual context if it is clear, obvious and known to parties as shown by admissible extrinsic objective evidence (see: ***CIFG Special Assets*** at [19]);

(b) If the plain language leads to an absurd result based on objective evidence, examine to ascertain if the text is inconsistent with the factual matrix surrounding its issuance. If upon re-examination the text remains plain and unambiguous, give effect to the meaning even if it leads to an absurd result as the agreement between the parties should not be re-written (see: ***Sun Electric*** at [43]); and

(c) It is critical to ascertain the intention of the parties at the time they entered into the agreement and "the court cannot use the context to rewrite the terms of the contract" (see: ***Bhoomatidevi s/o Kishinchand Chugani Mrs Kavita Gope Mirwani v Nantakumar s/o Ramachandran and another*** [2023] SGHC 37 at [16]-[17]).

15 The A contends that the VCO is clear and unambiguous in imposing a blanket prohibition with the right to seek leave, that extends to *any* statement or

report in respect of the C that may be filed in *any* court or to *any* authority, in Singapore or overseas and this reading is confirmed by the High Court's ruling in HC/RAS 4/2023 at [56(c)] that the undertaking "clearly imposes no restriction on the subject matter of such statements or reports".

16 *R's position*: The R agrees with the approach advanced by the A regarding the construction of contractual documents. She also concurs with the application of the legal principles as enunciated in ***Sun Electric***[1]. The R's principal point of contention is that the factual and legal matrix of this case necessitates the application of the principles as laid down by the Court of Appeal in **Hoban Steven Maurice Dixon v Scanlon Graeme John** [2007] 2 SLR(R) 770 at [41] ("***Hoban***") given that VCO is not an agreement, but an order issued under the POHA. Relying on ***Hoban***, the R submitted that notwithstanding that the prohibition in the VCO is broadly worded, it should not be read to cover every possible statement or remark about the A or to have extra-territorial reach as the court granting the consent order would not have intended the VCO to cause absurd results or consequences.

17 *Analysis*: On this issue, the threshold question that has to be considered is whether the parties are precluded from seeking a construction of the VCO, given that the High Court had adjudicated upon its scope before varying it in HC/RAS 4/2023. In this regard, the A contends that it is not open to this court to re-interpret the VCO as its interpretation has already been conclusively determined by the High Court when it varied the parts in the original CO that were found to be "imprecise and potentially unenforceable". Therefore, any re-interpretation of the consent order would constitute a backdoor attempt to vary the terms of the VCO, and this should not be permitted. The R on the other hand

[1] Pg. 18 of the ROP, 13 November 2025

takes the position that the committal court is not precluded from interpreting the scope of the VCO as the High Court "did not go into the proper construction of the Consent Order" and it had confined its focus on certain aspects of the original CO[2].

18 Having considered the submissions of the parties, I am of the view that the committal court is not completely precluded from interpreting the scope of the VCO for two reasons. One, it is clear from the judgment issued by the High Court that the clarification was limited to addressing the "imprecise language" only in certain respects and this did not involve a comprehensive interpretation of the original CO. Two, the A's counsel agreed during the hearing on 18 November 2025 that the High Court did not undertake a comprehensive construction of the VCO and that the main focus of the hearing in HC/RAS 4/2023 was on the principles governing the setting aside of a contractual consent order.[3]

19 As for the relevant principles governing the interpretation of the VCO, it is necessary to first consider its true nature and its characterisation as a "substantive contractual consent order". This issue was raised but not dealt with by the High Court in HC/RAS 4/2023 as both parties did not dispute the said characterisation:

> 55 Be that as it may, there is an important anterior question that the DJ, Mr Blomberg and Ms Khan all appear to have overlooked. Only Mr Santoso alludes to this question in his submissions. This relates to the proper characterisation of the Consent Order as a substantive contractual consent order. As the parties do not dispute this characterisation, the question then is how the Court of Appeal decision in *Turf Club Auto*

[2] Notes of Evidence, 18 November 2025 ("NEs") at pg. 40, lines

[3] NEs, 18 November 2025 at pg. 37, lines 15 - 17

> *Emporium* (at [159]) informs the present enquiry. As highlighted above (at [41]), the Court of Appeal's ruling – that if there are no vitiating factors in contract law justifying the setting aside of a substantive contractual consent order, the court has no residual discretion to set aside such an order – is binding on me (and the DJ as well). In the circumstances, the Consent Order could not and should not have been set aside *ab initio.*

20 In my view, it is an indisputable fact that the original CO does not merely reflect a contractual agreement between A and R, but constitutes a protection order under the POHA, albeit it was issued without the adjudication of the substantive issues. As determined by the High Court in HC/RAS 4/2023, the original CO was a s 12(2) protection order "both in form and substance" -

> "31…the Consent Order affords Mr Blomberg rights which amount to protective rights under the POHA. The Consent Order prohibits Ms Khan from doing certain things in relation to Mr Blomberg. As such, it falls within a description of a protection order in s 12(2B) of the POHA. I also note that the Consent Order was the consequence of Mr Blomberg's application under s 12 of the POHA: this is reflected in the text of the Consent Order, which states "In the matter of *Section 12(1) of the Protection from Harassment Act 2014* (Act 17 of 2014)" [emphasis added] – s 12 of the POHA deals with protection orders – and being titled "ORDER OF COURT (*PO*)" [emphasis added]."

21 When it comes to the interpretation of court orders, while the starting point would also be the language used, it is settled law that the principles governing the construction of court orders are not entirely the same as those applied to contractual agreements. As explained by Mr Edward Murray (as he then was), sitting as a Deputy High Court judge in ***Secretary of State for Business, Innovation and Skills v Feld*** [2014] 1 EWHC 1383 at [28], the "interpretation of a court order cannot be entirely assimilated to the exercise of interpreting a contract":

> "27. In a court order; one is concerned with the intention of the court in making the order, and this is closer to the exercise involved in construing the intention of the legislature when enacting a statute than it is to construing the intention of parties to a contract. On the other hand, it would be a rare and unusual case where a person to whom a statutory provision was to be applied (in a civil or criminal proceeding where the meaning of the statutory provision was at issue) had been involved in the drafting of that provision. But where a court order is to be applied to a person, such as Mr Feld, who had a hand in drafting the terms of the order, the court should be entitled to have regard, as part of the exercise of construing the order, to what that person could reasonably have been thought to have intended in drafting the order in a particular way, as far as that may be objectively determined on the basis of the evidence presented to the court.
>
> 28 The interpretation of a court order cannot be entirely assimilated to the exercise of interpreting a contract, nor can it be entirely assimilated to the exercise of interpreting a statute. In all three cases, however, the common starting point is the natural and ordinary meaning of the words used in the light of the syntax, context and background in which those words were used. What additional principles and factors come into play as part of the court's exercise of interpretation will depend on the nature of the writing to be interpreted (contract, court order or statute) and, of course, will be highly dependent on the facts of the specific case.

22 This then raises the question of what are the applicable principles to interpret a court order that is fundamentally an agreement recorded as a court order granted under a legislative framework. In my view, since a consent order issued as a protection order under s 12 of the POHA is distinctively different from a consent order granted in the context of a commercial or civil dispute, it cannot be interpreted strictly in accordance with the approach proposed by the A, focussing strictly on freedom of contract, context and the ordinary meaning of words. Unlike a consent order issued in a commercial dispute, the legal effect of a protection order issued by consent is derived from it being an order under s 12 of the POHA and not from the agreement between the parties. This

distinction is crucial and it entails the court to take a broader and purposive approach given the underlying purpose of the protection that the legislative framework is designed to provide.

23 Notwithstanding that a consent order granted under s 12(2) of the POHA is legally different from a consent order granted in the context of a commercial or civil dispute, it remains necessary to consider the intention of the parties when construing it. This is because the consent protection order is a product of private negotiations between the parties and the consent order is an expression of their agreement. The High Court is instructive on this point in ***Seah Kim Seng v Yick Sui Ping*** [2015] 4 SLR 731 ("***Seah Kim Seng***") at [29]:

> "I am of the view that the fact that a consent order was recorded means that the intention of the respective parties may be relevant in a broad sense; such intention has to be considered in the light of the compromise required in reaching an agreement and expressed in the consent order. What matters ultimately is the common understanding between the parties. The court cannot ultimately substitute its own agreement in place of what the parties came to."

24 Further, reference must be made to the approach laid down by the Court of Appeal in ***Hoban*** to aid in the construction of a consent order if the language used is found to be ambiguous. This is because it is necessary to ascertain what the court intended and understood in the context in which it granted the consent order. In ***Hoban***, the Court of Appeal adopted the following approach:

(a) First, consider the objective facts rather than the submissions of the parties since the submissions would largely represent the parities' subjective interpretation of the agreement [at 37].

(b) Second, give effect to the parties' intentions when giving consideration to the express wording of the court order [at 39]:

> " Our view of this issue is consistent with existing case law. It is well established that where a court order is intended to substantially give effect to the parties' intentions, it would be relevant to consider these intentions even when giving consideration to the express wording of the order."

(c) Third, where a court order is capable of being construed to have an effect that is either consistent with or contrary to established principles of law or practice, in the absence of manifest intention, the proper approach is not to attribute to the judge an intention or a desire to act contrary to such principles or practices but rather in conformity with them [at 41].

25 With these guiding principles, I shall now proceed determine the substantive issue of whether the R committed the six alleged breaches.

Alleged Breach No. 1 – Instance on 3 June 2024

26 This allegation concerned the R's Affidavit of Evidence in Chief (the "AEIC") that she affirmed on 3 June 2024 in the proceedings in DC/DC 388/2021 that were commenced by the A on 21 February 2021 to enforce an order issued by a Stockholm District Court to pay costs and interest, pursuant to the Swedish Code of Judicial Procedure. These proceedings concluded on 25 October 2024 with an order being made in the A's favour. In his Supporting Affidavit, the A alleged that the R made "numerous statements" against him in the AEIC in breach of the VCO and he specifically highlighted the following statements as examples:

Paragraph 10, 2nd statement	"However, the Plaintiff ignored and evaded making payments, and even left Singapore to avoid paying the maintenance."

Paragraph 13, 1st sentence	"It is also extremely unjust that the Plaintiff is allowed to add in his own time costs amounting to a third of the Default Judgment."
Paragraph 15, 2nd sentence	"The Plaintiff did not provide full and frank disclosure of his assets to the EDE."
Paragraph 17, last sentence	"In light of the Plaintiff's fraud, I cannot help but see clear prejudice in favour of the Plaintiff."

27 According to the A, he had formally put the R on notice that many of her statements in the AEIC were in breach of the VCO and sought her confirmation as to whether she intended to "file an application to regularize her breaches." He stated that the R did not take any remedial action[4]. For these committal proceedings, the A is relying only on the last statement at [17] which he says is a false statement that "could potentially have far reaching consequences".

28 The R denies that her failure to seek leave to include the statement in the AEIC amounts to a breach of the VCO. It is her contention that she did not seek leave as the VCO is not intended to extend to the making of statements in this context; i.e.; when she is required to make statements in her defence in court proceedings commenced by the A for the following reasons:

(a) It can be inferred from the terms of the original CO that was granted to restraint her from commencing court proceedings premised on false accusations and filing false police reports proceedings, that the

[4] A's Affidavit at [32] – [39].

primary intent and scope of the VCO is only to prevent her from harassing the A and it is not intended to deprive her of a legitimate right to file her defence and participate in legal proceedings commenced against her by the A;[5]

(b) It is reasonable to assume that the court granting the original CO would not have approved such a wide scope it if it meant denying her due process or contravening fundamental legal principles, including the right to fair hearing and the principle of judicial comity. Crucially, there is no clear manifest intention on the part of the court to act contrary to these core principles (applying ***Hoban***);

(c) As the VCO is a protection order under POHA, the court that granted the original CO would not have intended it to capture every remark made about the A or for it to extend to conduct on the part of R that was "*obviously* reasonable" as this could potentially lead to absurd and unjust results;[6] and

(d) As the VCO would have only been granted "if it is just and equitable in the circumstances to do so" (s12(2) of the POHA), it would be "unreasonable to impute to the judge an intention for the VCO to supress statements made in legal proceedings, and to give the Claimant a strategic advantage, which clearly would not be a "just and equitable" effect of the VCO."[7]

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[5] R's Reply Affidavit at [8] – [10]. The R stated that she would not have agreed to this restriction had it was made clear at the time when the original CO was granted that "it would impede my ability to respond to allegations or claims brought against me."

[6] Respondent's Submissions at [19] - [21].

[7] Respondent's Submissions at [32]

29 The R's case is essentially that certain limits ought to be read into the broadly worded VCO and the content, nature and purpose of each statement and report must be considered in determining whether making it without prior approval amounts to a breach. She further asserts that as all the offending statements are true and obviously reasonable, she is not guilty of any contemptuous wrongdoing.[8]

30 *Analysis*: The issue raised primarily concerns the interpretation of the scope and ambit of the undertaking given by the R "*not to make or file any statement or report in respect of the Applicant in any court, or to any local or overseas public authority, by any means, and in any form or manner*" [emphasis added mine](this term of the VCO is hereinafter referred to as the "undertaking"). That is whether the R agreed to a broadly worded undertaking that "does not contain any limitations and/or qualifications which purports to exclude "*situations where the Respondent's conduct was obviously reasonable*"" or whether it was intended that certain limits ought be read into it in that certain types of statements reports are to be excluded. The determination of this issue turns on whether the High Court in HC/RAS 4/2023 has already undertaken a proper construction of the scope of the undertaking. If it has, the said interpretation would be binding, and it would not be open to this committal court to re-interpret it.

31 In my view, the court in HC/RAS 4/2023 did rule on the scope of the undertaking when it held that it "clearly imposes no restriction on the subject matter of such statements or reports" [at 56 (c)]. This would necessarily have been done when the imprecise language was clarified by the High Court. In any event, the decision to vary the original CO is a clear indication that the High

[8] R's Reply Affidavit at [7], [11] – [12].

Court had considered the scope of the undertaking. This is because it would not have clarified it without first considering the language used by the parties to ascertain their intention to ensure that the substance of the original agreement remains unchanged.

32 Given that the High Court in HC/RAS 4/2023 has ruled that the undertaking is intended to operate in broad and unrestricted terms - "Paragraph 1 states "any statement or report in respect of [Mr Blomberg]" and clearly imposes no restriction on the subject matter of such statements or reports." (at [56(c)]), the undertaking cannot now be re-interpreted to imply certain limits into it. Therefore, the VCO must be read to extend to any and all types of statements and reports in respect of the A, including innocuous ones or those "obviously reasonably" made.

33 As part of her case, the R argued that the parties could not have knowingly agreed to such a broad interpretation of the original CO, given that it was granted solely to provide protection against harassment. She further argues that the A should not logically be afforded protection in circumstances where his own actions necessitate a response from her; for e.g. when he commences legal proceedings against her. She further added that it would be absurd to require her to seek leave before making statements about the A when she is merely exercising a legitimate right to respond to the allegations brought against her.

34 I accept that the operation of the undertaking as agreed by the parties could potentially require the R to seek leave from the PHC for making or filing statements that are obviously reasonable or innocuous. While it is understandable that the R may view this requirement as unreasonable or absurd, the fact remains that the finding in HC/RAS 4/2023 on when the obligation to

seek leave is triggered is binding and there is nothing ambiguous about this ruling.

35 Notwithstanding the discussion above, I wish to say that my interpretation of the terms of the undertaking would not be different even if I were to re-interpret it because to accept the R's interpretation would require me to ignore the plain text of the undertaking. Applying the principles in ***Sun Electric*** at [45], I would have to give effect to the plain language of the undertaking that the R had agreed to without any objection that required her to seek leave for all statements: "If the meaning of the text remains plain and unambiguous even upon a re-examination and even though it leads to an absurd result, the court must give effect to that meaning if the objective evidence shows that the parties knew of the possibility that the contract might lead to an absurd result yet chose to enter into the contract regardless*: Soup Restaurant* at [32]".

36 Here, it is apparent the parties had discussed and agreed to the terms of the original CO. Considering that the R had not sought to qualify her legal obligations at any time before the original CO was issued, it is reasonable to assume that the R must have appreciated the full import of what she was agreeing to; especially when she had the benefit of legal advice throughout the entire process. Therefore, regardless of how unreasonable or absurd the leave requirement may seem to the R, there really is no legal basis to read certain limits into the plain language of the VCO to exclude certain types of statements or reports. In fact , to do so would amount to rewriting the consent order based on "the court's subjective view of what is just and fair" and this is something the committal court cannot do – "…the court is not free to disregard the parties' intention as ascertained from the objective evidence and to rewrite the contract for them based on the court's subjective view of what is just and fair: *Soup Restaurant* at [32]": see ***Sun Electric*** at [45].

37 Before I conclude my discussion on this issue, I wish to address the R's suggested interpretation of the undertaking that the parties could not and did not intend for it to extend to all statements and that she only has to seek leave when she finds that the statement or report may potentially cause harassment. During the hearing on 13 November 2025 when I had asked the R's counsel to explain who will decide when the leave obligation is triggered under the undertaking based on the R's proposed interpretation, she suggested that it would be for the R alone to assess whether the statement or report may cause harassment and then determine whether it is necessary to seek leave from the PHC[9]:

Court:	Okay. So if I understand, what you're basically saying is that the Order itself---we come to what your main argument is, you're saying that this Order is, in fact, intended---it's supposed to apply only to state---that means when we come to breach, when your client sees---wants to make a statement, she makes an assessment. If this is potentially a harassing statement, then she needs to take leave from the Court to make that statement?
Yap:	Two assessments, Your Honour. One is whether it's harassing and, two, whether she---the Court will think that it's reasonable for her to make it. If she does not take up an application, she bears the risk that the Court subsequently says that actually it was not made on a reasonable occasion.
Court:	Okay. So first she makes an assessment, is this potentially a harassing statement, which may be a contravention under the Protection from Harassment Act. And then she also then asks herself "Is this a statement which I'm reasonably making", which means that she's entitled to a defence---
Yap:	Yes.
Court:	---under the Protection from Harassment Act. So---and she makes a decision, "I'm"---if she finds that "No, this is not likely a contravention. And, secondly, even if it is, I have a defence", she

[9] NEs, 18 November 2025 at pg. 21, lines 30 – 32 & pg. 22, lines 1 - 31

	makes the statement and she risks being taken to task in committal proceedings?
Yap:	Yes, Your Honour.
Court:	But if she finds that---if she makes a decision that it is not, then she can go on and she's not in a way putting herself in a difficult position.
Yap:	And then it will be up to the applicant as well, Your Honour, whether they think it's contempt. And if they think it is, then they bring up committal proceedings, it's their burden to prove.
Court:	And this is what you are arguing the parties agreed?
Yap:	Yes, Your Honour. And, unfortunately, I think it's clearer on the wording of the Consent Order. But after it was amended, varied, it's not as clear.

38 Essentially, notwithstanding that the primary purpose of the VCO is to prevent the R from commencing proceedings or making reports based on false allegations, the R is suggesting that the A had agreed to allow the person who had been harassing him to be the one to decide whether the statements or reports that she wishes to make could potentially cause harassment and that based on her personal assessment, she gets to decide whether to seek leave from the PHC. Apart from the fact this suggested interpretation ignores the context and language of the undertaking, it is practically untenable to think the A and more importantly, the Court would have agreed to grant the harassing party the unilateral discretion to evaluate her own conduct and decide when to seek leave. Moreover, the R's proposed interpretation ignores the PHC's role as an arbiter and moderator as expressly provided in the VCO and it potentially reduces it to that of a "mere rubber stamp". Therefore, the R's suggested interpretation of the undertaking cannot be accepted.

39 ***Finding***: For the reasons discussed above, it is clear that the undertaking in the VCO restraints the R from making any statement or report in respect of the A without first seeking leave from the PHC and there is no cause to infer

that the parties had intended to limit the application of this undertaking to certain types of statements or to exclude statements made in certain context. Therefore, as the R must be taken to have accepted the terms of the undertaking, I find that the R breached the VCO when she made the offending statement in her AEIC dated 3 June 2024 without first seeking leave from the PHC.

Alleged Breach Nos. 2 to 4 – Instances on 20 December 2024& 17 February 2025

40 I will deal with Breaches Nos. 2 to 4 together as these three instances concern the R's correspondence and responses filed in the proceedings commenced by the A in a District Court in Stockholm – T20355-24. The A alleged that the offending statements that accused him of failing to fulfil his child maintenance obligations and to pay to the R 15 MSEK plus interest (about SGD $2.05 million) as part of the divorce estate distribution are "serious and unfounded accusations" and they pose a "significant risk of unjustly damaging my reputation" that can have "serious consequences and cause significant harm to him" and pose. He stated that the R has been making these false claims for the past 5 years and this has caused "significant harassment" to him.

41 The A identified three offending statements:

> (a) In the course of T20355-24, in her correspondence to the court dated 20 Dec 2024 to seek an extension of time to file her defence, she stated "I have important counter claims, exceeding those at issue in the present summons, against the plaintiff, Mr Blomberg, for unpaid child maintenance over several years notwithstanding a final Swedish judgment (Stockholms Tingsratt, judgment of 26 May 2020) ordering such payment."[10]

[10] JDB-2 at page 77 of the Supporting Affidavit

On 6 January 2025, the A wrote to the R to inform her that her email contained statements that were in breach of the VCO and asked if she intended to take any action to regularize her breaches[11].

(b) On 17 Feb 2025, the R's Swedish solicitor forwarded a "Statement of Defence" on behalf of the R to Stockholms Tingsratt which the A described as being "incoherent and nonsensical, filled with distorted facts and legally irrelevant arguments". The A is relying on two false statements in the "Statement of Defence" to prove contempt:

> Paragraph 2: "Furthermore Kahn has counterclaims related to final and binding judgments on maintenance payments that Blomberg has still not paid."[12]
>
> Paragraph 69: "Furthermore, there is a consideration to file a counterclaim, in which Kahn would demand that Blomberg instead pay an estate distribution settlement of over 15 MSEK plus interest." (Note that the English version of the "Statement of Defence" does not show this extract at [69]. There is a similar statement ay [77] that provides "Additionally, a counterclaim is being considered, in which Kahn would, if pursued, seek payment from Blomberg of a division settlement amounting to approximately MSEK 15 plus interest.")[13]

On 19 February 2025, the A wrote to the R and her solicitor to inform them that the "Statement of Defence" contained statements that were in breach of the VCO and asked if the R intended to take actions to regularize her breaches.

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[11] JDB-2 at page 81 of the Supporting Affidavit

[12] JDB-2 at page 96 of the Supporting Affidavit

[13] JDB-2 at page 108 of the Supporting Affidavit

42 With regard to Breaches Nos. 2 to 4, the primary issue is whether the VCO extended to statements made in foreign court proceedings. The R is arguing that the omission of the modifier "local or overseas" before "any court" makes it clear that the parties and the court issuing the original CO intended to limit its ambit to the courts in Singapore. The A challenges this interpretation, arguing that it was always within the parties' contemplation that the original CO should apply to the making of statements in foreign courts as the parties were embroiled in foreign court proceedings when the original CO was issued. He also contends that the R's challenge in PHC/OA 9/ 2022 and HC/RAS 4/2023 to set aside the original CO on the ground that it "barred her from filing any report or statement or taking out any application in any court anywhere in the world" is a strong indication that the R understood the VCO to apply to statements made in foreign courts.

43 *Analysis*: As the parties disagree on the territorial scope of the VCO, namely whether it restraints the R from filing statements in foreign court without first seeking leave from the PHC, it is necessary to ascertain the original intent of the parties and the court by examining the actual language used. Any interpretative exercise must begin with the text "any court, or to any local or overseas public authority…" in the undertaking - "the Respondent (either in person or through any third party acting under her instructions or authorization) hereby undertakes not to make or file any statement or report in respect of the Applicant in any court, or to any local or overseas public authority…" What is plain is that while the reference "any court" in the undertaking is unqualified, it expressly provides that the term "any public authority" is to include both local and foreign authorities. This raises the question of what was intended by the parties with inclusion of this distinction and given its legal effect on the scope of the undertaking, the court's underlying intention must also be considered.

44 I recognise that in the context of the circumstances prevailing when the original CO was granted in PHC 93/2021, it may have been reasonable for the A to assume that the undertaking extended to the making of statements in foreign courts. This is because the parties were involved in several court proceedings in Singapore and Sweden when the proceedings in DC/PHA 93/2020 commenced. However, although there were ongoing foreign proceedings between them, there is little evidence to suggest that these proceedings were central in their negotiations or that the parties gave serious consideration to this factor when agreeing to the terms of the consent order. In any event, the proceedings in the Stockholm District Court in T2742-17 that the R made reference to in his Supporting Affidavit concluded on 17 December 2020 and there were no other ongoing foreign proceedings when the original CO was granted on 10 May 2021.

45 Further, while the intention of the parties is important *"*in the light of the compromise required in reaching an agreement and expressed in the consent order*" (see:* ***Seah Kim Seng*** at [29]), as alluded to earlier, due consideration must also be given to the intention of court that confirmed and endorsed the original CO. This is because the original CO is not just a contractual agreement between the two parties. It is a s 12(2) protection order "both in form and substance" and it derives its legal effect not from the agreement made between the parties, but from the POHA. Being a protection order, it would have been scrutinised by the court that granted the original CO as explained by the Court of Appeal in in ***AOO v AON*** [2011] SGCA 51 at [13 -14] making reference to Hong Kong Privy Council decision:

> 13 It is clear, in the first place, that a "consent *order*" (here, in the form of an alleged consent judgment) *must necessarily* involve the court. In other words, whilst a consent *order* might be based on a prior *agreement* between the parties

(and, in *that* sense, involves a quite *distinct* conception of the concept of consent), *the court's* scrutiny – as well as official confirmation and endorsement – of the prior agreement is necessary. For example, as Lord Denning MR observed in the English Court of Appeal decision of *Siebe Gorman & Co Ltd v Pneupac Ltd* [1982] 1 WLR 185 (at 189; and following the observation by Lord Greene MR in another English Court of Appeal decision of *Chandless-Chandless v Nicholson* [1942] 2 KB 321 at 324), the phrase "by consent" might either evidence a real contract between the parties or mean instead "the parties hereto not objecting". It is of course the task of the court to ensure that the parties intended the former and not the latter (reference may also be made to the Singapore High Court decision of *Wellmix Organics (International) Pte Ltd v Lau Yu Man* [2006] 2 SLR(R) 117 (for related proceedings in the Court of Appeal, see *Wellmix Organics (International) Pte Ltd v Lau Yu Man* [2006] 2 SLR(R) 525)).

14 The importance of the role of the court cannot be overemphasised, not least because of the legal consequences which would ensue; as Lord Diplock, delivering the judgment of the Board in the leading Hong Kong Privy Council decision of *Ernest Ferdinand de Lasala v Hannelore de Lasala* [1980] AC 546 ("*de Lasala*"), observed (at 560):

> Financial arrangements that are agreed upon between the parties for the purpose of receiving the approval and being made subject of a consent order of the court, once they have been made the subject of the court order no longer depend upon the agreement of the parties as the source from which their legal effect is derived. Their legal effect is derived from the court order; and the method of enforcing such of their provisions as continue to be executor ... is not by action but by summons under the court order...

We pause to observe parenthetically that, although the court's pronouncement in *de Lasala* in the context of the doctrine of precedent in general and the binding effect of English case law in relation to recent local legislation which is in *pari materia* with its English equivalent in particular has generated some discussion and even controversy (see, for example, Ho Peng Kee, "Fettering the Discretion of the Privy Council" (1979) 21 Mal LR 377; Andrew Phang Boon

> Leong, "'Overseas Fetters': Myth or Reality?" [1983] 2 MLJ cxxxix, especially at cxlvii−cxlix; Peter Wesley-Smith, "The Effect of De Lasala in Hong Kong" (1986) 28 Mal LR 50; and Robert C Beckman, "Divergent Development of the Common Law in Jurisdictions which Retain Appeals to the Privy Council" (1987) 29 Mal LR 254, especially at 265−267), the *general legal principle* referred to above is good law (and which has in fact been endorsed in numerous cases since).

46 Therefore, since the original CO was granted as a protection order under s 12(2) of the POHA, it is imperative to consider what the judge may have intended by endorsing the language in the said order. It is reasonable to assume that the judge would have considered the underlying purpose of the governing legislative framework and scrutinised the terms of the order to ensure that they are in compliance with the following requirements under s 12(2) of the POHA:

(a) that there is evidence that the R has contravened ss 3 and 4 in respect of the A;

(b) that there is evidence that the R is likely to continue contravening ss 3 and 4 of the POHA or likely to commit another contravention; and

(c) that it is just and equitable to grant the consent order[14].

47 In addition, it is also reasonable to assume that the court would have had definite reasons for wanting to issue an order that conforms with established principles of law and practice. Therefore, in my view, the omission of the modifier "any local or overseas" before "any court" is an intentional act on the part of the court to ensure that the protection order does not have extraterritorial

[14] (c) is an additional and separate requirement that has to be considered, which means that the court in PHC 93/2021 would have independently considered this to be satisfied that it is just and equitable to grant the consent order. For this assessment, he would have considered the factors listed by the High Court in ***Bender Dayao Yu v Jacter Singh*** [2017] 5 SLR 316 at [54].

reach. This is because the court would have also ensured that the terms of the protection order are equitable in terms of procedural fairness which would include evaluating its scope from the perspective of judicial comity to ensure that its operation does not interfere with any foreign court's right to control its own proceedings and determine the admissibility of the evidence. In this regard, it would be inappropriate to attribute to the judge an intention or desire to act contrary to principle of judicial comity unless there is clear evidence of a manifest intention to do so. In my view, no such evidence exists. The Court of Appeal in ***Hoban*** is instructive on this where it referred to ***Sujatha v Prabhakaran Nair*** [1988] 1 SLR (R) 637 and found at [41] that "it would be wholly unreasonable and unjust to attribute to the trial judge an intention" to act contrary to established principles of law or practice:

> 41 In *Sujatha v Prabhakaran Nair* [1988] 1 SLR(R) 631, I articulated, in a different context, the principle applicable to the interpretation of court orders. At [16], I said:
>
> > [W]here an order of court is capable of being construed to have effect in accordance with or contrary to established principles of law or practice, the proper approach, in the absence of manifest intention, is not to attribute to the judge an intention or a desire to act contrary to such principles or practice but rather in conformity with them. ...
>
> In our view, this principle is applicable to the interpretation of the June 2004 Order. It would be wholly unreasonable and unjust to attribute to the trial judge an intention that in circumstances where the subject shares are valued at nil value, the Second Appellant is under an obligation to effectively give away its shares to the First and Second Respondents. Such an interpretation would not be consistent with the intention and the express terms of the June 2004 Order. Adopting a contrary interpretation would also go against the weight of decisions that have interpreted the expression "purchase" to have its ordinary meaning of acquiring ownership of a thing for money or for valuable

> consideration when used in an ordinary commercial context. There could be no sale or purchase of a thing as ordinarily understood in a legal or commercial context if no monetary consideration, whatever the amount might be, was given for the sale or purchase of the thing. It is implicit in the "purchase" of shares that money or its equivalent must be paid for them before such an act can qualify as a purchase.

48 ***Finding***: For the reasons discussed above, the drafting distinction must be given meaning and effect and the omission of the modifier "any local or overseas" before "any court" must be read to limit the scope of the VCO to statements made in domestic courts only. Therefore, the A failed to prove the charges in relation to the instances in Breach Nos. 2 to 4 as the R was not restrained under the VCO from making statements in the proceedings commenced by the A in a District Court in Stockholm.

Alleged Breach Nos. 5 to 6 – Instances on 6 January 2025 & 3 March 2025

49 I shall also deal with alleged Breaches Nos. 5 and 6 collectively as the offending statements concern the same subject matter and context.

50 In respect of Breach No. 5, the A is alleging that the R breached the undertaking when she accused him of not complying with the Court Order FC/ORC 6024/2020 (the "Access Order") by failing to provide his current residential in her email to the Immigration and Checkpoints Authority (the "ICA") on 6 January 2025. This is the statement that she made:

> "I will not be providing my consent to travel since it is not provided for in the Order of Court. The reason being is because the Father has not complied with the Order of Court to provide his current residential address and this is a crucial matter since it impacts the safety and wellbeing of the Children."[15]

[15] JDB-2 at page 136 of the Supporting Affidavit

51 The A stated in his Supporting Affidavit that the allegation that he failed to comply with the Access Order by not providing his current residential address is 'factually untrue" and that even if this allegation is found to be true, the R would still be in contempt as she is expressly prohibited under the VCO from making any statements to the ICA without prior leave from the PHC. According to him, this is a clear breach as it was unnecessary for the R to have raised this matter in her email to the ICA and the "purpose of the VCO is precisely to prevent the Respondent from making this kind of statement."

52 The R contends that her conduct does not constitute a breach of the VCO as she did not initiate the communication with the ICA on 6 January 2025 and she did not do this to harass the A. She stated that she issued the email to "correct" the "misleading email" that the A had forwarded to ICA on 27 December 2024 and specifically, to respond to ICA's query on whether parties still require ICA's assistance in enforcing the Access Order. As for the alleged offending statement, she stated that she informed the ICA that the R had not been complying with the Access Order as she believed that she had to explain why she was withholding her consent to allow the A to bring their children overseas during the March 2025 holidays.

53 Breach No. 6 concerns the Other Hearing Related Request (the "OHRR") that the R filed in the Family Justice Courts (the "FJC") on 3 March 2025. The A stated in his Supporting Affidavit that numerous statements were made against him in the said OHRR but for the purposes of the committal proceedings, he is only relying on the statement at [5]:

> "It bears noting that, pursuant to the Court Order dated 16 December 2020, I have not been informed of the Defendant's address. I have formally requested this information on 16

> October 2024 and 26 December 2024, but no response has been provided."[16]

54 The A contends that this statement is false as "I have previously already provided the Respondent with my address."

55 The R denies breaching the VCO on two grounds. First, the statement that the A had not provided his current address was factually true when the OHRR was filed. Second, she did not believe that she needed to seek leave from the PHC as she was writing to seek clarification from the court that issued the Access Order and she was not initiating any court action against the A. She further stated that she mentioned that the A had not provided his latest address as it was necessary for her to highlight her concern that "in the event that the Claimant refuses to hand over the children again because of the pick-up issue, I would not know where to find the children."

56 *Analysis*: The R does not deny making the offending statements and it is her case that she is not in breach as (i) the statements were "obviously reasonably" made to explain her position or concern and they not made to cause harassment to the A and (ii) the VCO must be read not to extend to statements made in this context as it is not intended to give protection to the A "from any statement about the Claimant regardless of their content or effect". With regard to the second point, she added that it would be absurd and impractical if she is required to seek leave every time she has to correspond with the ICA or with the FJC to respond or clarify matters. Therefore, the substance of her case for these two breaches. i.e., the "broadly worded" VCO must be interpreted contextually with certain limits in order to avoid absurd and unfair results mirrors her case for Breach No. 1. Although the factual and legal context for

[16] JDB-2 at page 139 of the Supporting Affidavit

these two sets of breaches are different, the same interpretative exercise would apply and the core findings on the interpretation of the scope of the VCO made in relation to Breach No. 1 apply to these two breaches as well. As the High Court has noted, the undertaking on the part of the R strictly prohibits her from making *any* statement in respect of the A without first seeking leave from the PHC and this would include issuing clarificatory emails or responding to queries. Further, reading any limitation, qualification or exception into the VCO would inevitably have the effect of varying it and this is an outcome that must be avoided in these committal proceedings.

57 ***Finding***: Given that the High Court has ruled that the undertaking under the VCO is broadly worded and it strictly prohibits the R from making *any* statement in respect of the A without first seeking leave from the PHC and the R had knowledge of this ruling when she sent the email to the ICA on 6 January 2025 and filed the OHRR in the FJC on 3 March 2025, it is clear that the R breached the VCO on these two instances.

58 Having found that the A has proven beyond reasonable doubt that R committed contempt for Breach No. 1, Breach No. 5 and Breach No. 6 with full knowledge of her legal obligations under the VCO, I turn next to the issue of whether the R intentionally and contumaciously disobeyed the VCO, or whether her conduct entitles her to the defence under s 21 of the AJPA.

Step 2 Issue*:* Whether the R possessed the requisite *mens rea* when committing the alleged contempt or is she entitled to rely on the defence of honest and reasonable mistake under s 21 of the AJPA

59 To prove contempt under s 4(1)(a) of the AJPA, the R has to prove that the requisite *mens rea* on the part of the R which is that she had intentionally failed to comply with the VCO. The threshold to establish the requisite *mens*

rea is a "low one" and it is "only necessary for the complainant to show that the relevant conduct of the party alleged to be in breach of the order was *intentional* and that it *knew* of all the facts which made such conduct a breach of the order": See: ***PT Sandipala Arthaputra*** at (at [47]) [emphasis in original]).

60 It is indisputable that the R was aware of the judgment that was issued in HC/RAS 4/2023 wherein it was held that the reference to "any statement or report in respect of [Mr Blomberg]" in Paragraph 1 of the original CO "clearly imposes no restriction on the subject matter of such statements or reports" during the relevant period. There is also clear evidence that she was alerted to the breaches by the A, and she was specifically asked if she intended to "regularize her breaches". The R, however, contends that her breaches are not contumelious as she mistakenly failed to appreciate that the VCO also extended to statements that are obviously reasonably made and could not potentially cause any harassment to the A.

61 To this end, it is settled law that the contemnor's motives and reasons for disobedience are irrelevant to establishing liability as observed by the High Court in ***PT Sandipala Arthaputra*** that, "it is not necessary for the complainant to show that the alleged contemnor appreciated that he was breaching the order" and that the motive or intention and the reasons for the disobedience are "irrelevant to the issue of liability and are only relevant to the question of mitigation" (at [48]).[17] This means that it would be sufficient for the A to prove that the R knew the material terms of the VCO that prohibited her from making

[17] See also ***Mah Kah Hong*** at [86]: "It is, however, not necessary to establish that the party had *appreciated* that it was breaching the order. Therefore, the *motive* or *intention* of the party who had acted in breach of the order is strictly irrelevant to the issue of liability though it may have a material bearing in determining the appropriate penalty to be imposed."

any statement in respect of the A without first seeking leave from PHC and that she failed to comply with the VCO.

62 As the A managed to prove that the R had intentionally disobeyed the VCO on three separate instances: (i) on 3 June 2024 (Breach No. 1), (ii) 6 January 2025 (Breach No. 5) and (iii) on 3 March 2025 (Breach No. 6), applying the principles discussed above, the R would be guilty of contempt under s 4(1)(*a*) of the AJPA for breaching the VCO on these three occasions with full knowledge of her legal obligations.

63 However, this is not the end of the matter as the R has advanced a defence under s 21 of the AJPA which provides that a person is not guilty of contempt if the person:

> "… satisfies the court that the failure or refusal to comply with a judgment, order, decree, direction, writ or other process of court or any undertaking given to a court was wholly or substantially attributable to an honest and reasonable failure by that person, at the relevant time, to understand an obligation imposed on the person bound by the judgment, order, decree, direction, writ, process or undertaking and that that person ought fairly to be excused."

64 In this regard, the R is claiming that her non-compliance was not wilful and contumelious and was "wholly or substantially attributable to an honest and reasonable failure to understand the obligation." She contends that as a layperson, she could not have reasonably appreciated the fact that the VCO extended to the offending statements as she did not have legal representation when these statements were made in 2024 and 2025. She added that her mistake is reasonable given that her current offending conduct, as well as the nature of the statements and the context in which they were made, are fundamentally different from that which caused the A to file his harassment claim in 2020.

65 The A takes the position that the R cannot avail herself of this defence because she has failed to demonstrate that she misunderstood the undertaking. He contends that her arguments in the proceedings to set aside the original CO provide clear evidence that she fully understood the obligations imposed by the original CO and this shows that her current non-compliance is an intentional act of disobedience. Furthermore, the R had the benefit of legal representation when the CO was issued and when it was varied.

66 To succeed under s 21 of the AJPA the R has to show on the balance of probabilities that the failure to comply with the VCO was wholly or substantially attributable to an honest and reasonable failure on her part to understand the full scope and ambit of the VCO, and that she ought fairly to be excused as her failure to understand the full scope and ambit of the VCO was honest and reasonable (see: ***PT Sandipala Arthaputra*** a***t*** [44]). The burden in establishing this defence is on a balance of probabilities (see s 29 of the AJPA). The Parliamentary Debates provide that the legislative purpose of s 21 is to provide a defence where a person "honestly and reasonably did not understand what the court had ordered…": Singapore Parliamentary Debates, Official Report 915 August 2016) vol 94 (K Shanmugam, Minister for Law).

67 Therefore, what has to be considered is (i) whether the R failed to understand the substance or nature of the obligation that had to be complied under the VCO when she made the offending statements and (ii) whether the R's mistake on all three instances was honest and reasonable. The mistake must be in relation to the substance or nature of the obligation that has to be complied

rather than the validity of the order (see: ***Madison Pacific Trust Ltd and others v PT Debawa and others*** [2024] SGHC 184 at [71] – [73])[18].

68 Therefore, the question of whether the R was in contumelious breach of her obligation under the VCO turns on the court's finding on whether the R could have honestly and reasonably misapprehended the scope of her obligation under the VCO. To determine this, it is necessary to consider whether there is any objective evidence that supports her claim that her failure to comply with the VCO was wholly or substantially attributable to an honest and reasonable failure on her part to understand the full scope and ambit of the VCO. This would require not only a review of the terms of the undertaking to ascertain if the language is plain and clear, but also the conduct of both parties. Having considered the evidence and submissions by both parties, I find that the non-compliance on the part of the R on all three instances was substantially attributable to an honest and reasonable failure on her part to appreciate the full scope of the undertaking under the VCO. I shall now explain the reasons why it was not unreasonable for the R to have honestly and mistakenly believed that she was not restrained from making the offending statements on the three instances:

(a) It is indisputable that the VCO is a broadly worded and imprecisely drafted. In fact, the High Court had to vary the VCO as fix the language that was "imprecise and potentially unenforceable". Unfortunately, this inherent problem continued to exist after HC/RAS 4/2023 as the terms of the original CO were not fully interpreted during the appeal. The High Court only made four clarifications at [56] and this

[18] The decision by the High Court in ***VFU v VFU*** [2021] 5 SLR 1428 suggests that a mistake may pertain to the validity of the obligation and need not relate to the substantive contents of the obligation.

was primarily done to "address the DJ's concerns". Therefore, there are inherent issues with the VCO that could potentially cause genuine misapprehension and cause different parties to interpret the VCO differently.

(b) As the VCO is a protection order issued to prevent harassment, it may cause some uncertainty as to whether it extended to protect the R when he clearly did not need to be protected because of the underlying purpose of the POHA. This is a relevant consideration because the nature of the statements and the context in which the statements were made in the three instances were fundamentally different from the offending acts which caused the A to file his harassment claim in 2020. In relation to the first breach that took place on 3 June 2024, the offending sentence was made in the R's AEIC that she had to file to defend herself in the proceedings that were commenced by the A. As for the other two statements (reply email to ICA issued on 6 January 2025 and the OHHR filed in the FJC on 3 March 2025), they were made to explain her concerns, and they were not gratuitous statements made to accuse or harass the A. Given that these statements were made in a context when the R was exercising a legitimate right to file her defence and to clarify genuine issues, any reasonable person in her position could have honestly believed that the scope of the protection order was not intended to extend to these reasonably made statements.

(c) There is evidence to suggest that the A, too, may have misapprehended the scope and application of the VCO, albeit in a different aspect. This can be discerned from the particularisation of his charges against the R. In his Supporting Affidavit, he confined his case to the making of false statements. While it may be assumed that the A

chose to proceed only with the more serious breaches in these committal proceedings, it is pertinent to note that he also only highlighted the false statements in his correspondence with the R wherein he called upon her to rectify the breach.[19] In fact, he only mentioned the blanket prohibition for the first time in the Respondent's Submissions at [25(a)]. This suggests that he too may not have understood the application of the VCO as extending to all statements concerning him.

(d) Since the issuance of the original CO, the R has not repeated the offending conduct that caused the A to seek protection in 2020. This suggests that she intended to respect the VCO when she made the statements and that the three breaches stem from a genuine misunderstanding of its scope.

(e) The R was not legally represented when she affirmed her AEIC on 3 June 2024, issued the reply email to the ICA on 6 January 2025 and when she sent the OHRR to FJC on 3 March 2025. In these circumstances, any misapprehension on her part as to the scope of the VCO may deemed understandable considering the imprecise language.[20]

(f) The R had reasonable cause to believe that the A had breached the Access Order that provided that "The Father will notify the Mother within 1 week where he is residing in Singapore. Any changes to this residence must be notified to the Mother immediately." The evidence

[19] For e.g.; when his counsel alerted the A's counsel on 14 June 2024 that A's AEIC DC/DC 388/2021 that she affirmed on 3 June 2024 "contained many statements that were in breach of the VCO…", the email only highlighted statements which according to the A were false and/or improper (see list of statements from (a) to (n)).

[20] See JDB- 2 at page 77 of the Supporting Affidavit and R's Submissions at [46].

shows that the A only mentioned his address to R on 7 October 2024 in an email wherein he stated: "I trust that the girls already shared with you both how we during the weekends stay at Marina by Keppel as well the details of the travel plans for our November travel (i.e. Australia trip)." First, he should not have relied on his children to update the R on the change of his address and second, he should have provided a proper address. I acknowledge that the A was residing in a houseboat in 2024, but he ought at the very least have provided the official address of the marina, his specific berth number and where possible, the name of the boat. In fact, the email evidence shows that he refused to provide his address when the R requested for it in her emails to him dated 15 Oct 2024 and 28 December 2024. This clearly shows that the R did not make a false statement against the A in her email to the ICA and in her OHRR to the FJC.

69 ***Finding***: Therefore, while the R did technically breach the VCO on 3 June 2024 (Breach No. 1), 6 January 2025 (Breach No. 5) and on 3 March 2025 (Breach No. 6), this arose from her failure to understand the full scope of the undertaking under the VCO. In my view, her failure to understand was honest and reasonable for reasons discussed above and her non-compliance in relation to all three breaches was substantially attributable to her failure to understand the obligation under the VCO. Basically, her breaches were not wilful or contumelious and certainly not of the nature that undermines the fair administration of justice. Accordingly, I find that the R is not guilty of contempt for the alleged three breaches as the requisite *mens rea* for contempt is not made out. As her failure to understand the full extent of her obligation under the VCO was honest and reasonable, she ought to be fairly excused.

Conclusion

70 In conclusion, I find that the A failed to prove beyond a reasonable doubt that the R committed the six breaches of the order DC/ORC 1737/2021 as varied by the High Court in HC/RAS 4/2023 and that the breaches are of such nature that they amounted to contempt of court. The A's application for committal under s 4(1)(a) of the AJPA against the R is accordingly dismissed.

Jasbendar Kaur
Protection from Harassment Court Judge

Applicant represented by Mr Ranjit Singh, M/s Francis Khoo & Lim; Respondent represented by Ms Michelle Yap Shing Yee, M/s M Yap Law

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