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DISTRICT JUDGE
SIM MEI LING
4 May 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 56

Magistrate's Court Originating Claim No 8303 of 2024

Between

See Kok Eng

… *Claimant*

And

Eng Sieh Mei

… *Defendant*

JUDGMENT

[Contract] — [Formation] — [Certainty of terms]
[Contract] — [Whether money given was a loan or an investment]

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See Kok Eng
v
Eng Sieh Mei

[2026] SGMC 56

Magistrate's Court Originating Claim No 8303 of 2024
District Judge Sim Mei Ling
23 January 2026, 20 April 2026

4 May 2026 Judgment reserved.

District Judge Sim Mei Ling:

Introduction

1 The defendant is a 90% shareholder in one Marylebone Pte Ltd ("Marylebone"), a company in the business of wholesale and retail trade of food products and ingredients. Her sister, Ms Eng Sieh Tying ("Ms Eng ST"), holds the remaining 10%.[1]

2 The claimant commenced these proceedings to recover an alleged loan of $27,166 which he gave the defendant.

[1] Bundle of Affidavits of Evidence-in-Chief ("BAEIC"), 27 – 30.

The parties' positions

3 According to the claimant, he became acquainted with the defendant sometime in end 2022. [2]

4 The claimant admitted that he had discussions with the defendant about investing in Marylebone. He was prepared to invest $100,000 to acquire 51% of Marylebone if the business was viable.[3] The defendant however failed to furnish him with other documents he needed to decide if the business was viable, and therefore whether to invest.[4]

5 In the meantime, the defendant asked the claimant for money so that Marylebone could pay for its shipments of stocks. The claimant said he agreed to loan a sum of $30,000 to Marylebone in January 2023. (The $30,000 which the claimant paid to Marylebone in January 2023 is not the subject of the present claim.) Later, when the defendant requested that he help with a second payment of $54,331, he only agreed to loan her half of this, at $27,166.[5]

6 The claimant said that he then loaned $27,166 to the defendant on 5 June 2023, pursuant to an alleged oral agreement sometime in June 2023.[6]

7 The claimant said that there was eventually no binding agreement for him to invest in Marylebone.[7] He decided not to invest because the defendant did not produce any financial statements and documents, and because he

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[2] The claimant's affidavit of evidence-in-chief ("AEIC"), [4].

[3] The claimant's AEIC, [9].

[4] Reply, [4].

[5] Reply, [5]; The claimant's AEIC, [10] – [11].

[6] Statement of Claim, [1], [2].

[7] The claimant's closing submissions ("CCS"), [28].

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discovered Marylebone's business to be "unviable".[8] He demanded a return of the $27,166, but the defendant refused.[9]

8 The defendant denied that the $27,166 was a loan. She asserted that parties had entered into a partnership agreement in respect of Marylebone on 8 March 2023 (the "Alleged Partnership Agreement"). Under the Alleged Partnership Agreement, the claimant agreed to bear expenses for Marylebone's stock purchases.[10] It was pursuant to this that the claimant transferred $27,166.

Issue before the Court

9 The issue to be decided is therefore whether the sum of $27,166 was a loan or a payment pursuant to the Alleged Partnership Agreement.

10 The claimant bears the burden of proving that the sum of $27,166 was a loan: *PT Bayan Resources TBK and another v BCBC Singapore Pte Ltd and another* [2019] 1 SLR 30 at [140] - [146].

11 Both parties have produced some of their chat messages exchanged between January to August 2023. However, these appear to be only selected extracts as the messages were truncated, without the fuller conversation produced for context. The messages were also originally exchanged in Mandarin and their translated versions were not always coherent (possibly because of the truncated nature of the extracts). There were also various documents (many handwritten) that parties exchanged, which were originally in Mandarin. I also had similar issues with their translations.

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[8] The claimant's supplementary AEIC, [29].

[9] The claimant's AEIC, [25].

[10] Defence, [1] – [2].

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12 My findings are therefore necessarily limited to what parties have chosen to place before me, and based on a sensible reading of the translated documents to the extent possible.

13 For the reasons I now come to, the evidence as a whole supports a finding that the parties had entered into the Alleged Partnership Agreement on 8 March 2023. The sum of $27,166 was therefore not a loan.

Events in January 2023

Documents exchanged between the parties before 8 March 2023

14 The defendant relied on the following documents exchanged between the parties in January:

(a) A handwritten note dated 15 January 2023 signed by the claimant (the "Claimant's 15 January Note")[11]; whereby the claimant set out how the equity would be distributed, and the amounts he would pay, being $60,000 payable in 3 instalments, and $40,000 from the first profit distribution. He also stated that approximately $50,000 would be spent on "pigment purchase".

(b) An unsigned document printed on Marylebone's letterhead dated 18 January 2023 (the "Unsigned 18 January Letter")[12], which set out equity distributions and a sum of $220,000 to be paid.

[11] BA 35 – 36.

[12] Supplementary Bundle of Documents ("SBD") 3 – 5.

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15 There was also a handwritten note dated 6 January 2023 signed by the claimant (the "Claimant's 6 January Note")[13], whereby the claimant proposed $60,000 as payment for purchasing the defendant's product, and another $40,000 to buy her shares.

16 The claimant argued that the Claimant's 15 January Note and the Unsigned 18 January Letter did not amount to a partnership agreement.[14] However, that is not the defendant's case.

17 Her case was that the Alleged Partnership Agreement was entered into on 8 March 2023. She had merely relied on these 2 documents as supporting her case that parties were discussing an anticipated investment.[15] She conceded that as of January 2023, there was no agreement for the claimant to invest in Marylebone though they were finalising the terms.[16]

18 Indeed:

(a) The defendant's own evidence was that she was not agreeable to the share distribution in the Claimant's 15 January Note.[17]

(b) The Unsigned 18 January Letter stated that it is "a proposal for your review and confirmation". The defendant said she did not sign the Unsigned 18 January Letter as she did not agree with the share proportions stated there.[18]

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[13] BA 32 – 33.

[14] CCS, [50] – [52].

[15] The defendant's closing submissions ("DCS"), [16].

[16] Certified Transcripts, 23 January 2026 ("CT"), 37:1 – 12; CT, 41:6 – 12.

[17] CT, 62:1- 22.

[18] CT, 62:20 – 63: 6.

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19 These documents therefore say nothing about whether parties did enter into a binding partnership agreement on 8 March 2023. However, they do show that parties were in discussions about a potential investment by the claimant.

The $30,000 paid to Marylebone in January 2023

20 It is not in dispute that Marylebone received a sum of $30,000 from the claimant in January 2023. However, parties differed on the nature of this payment.

21 The defendant argued that this $30,000 was also an investment, consistent with the "investment framework" for the claimant to fund stock purchases.[19] The claimant however argued that the $30,000 was a loan and was consistent with there being no agreement for the claimant to invest in Marylebone.[20]

22 On the one hand, the payment voucher for the $30,000 described it as a "loan to Marylebone".[21] On the other hand, the claimant had, on 20 January 2023, asked the defendant to "write a document stating that the majority of the documents are OK, subjects [sic] to revise [sic], and I have already transferred SGD 30,000 to your company".[22] He did not mention that this was a loan. The defendant's note which she prepared and sent to the claimant for review likewise did not state that the $30,000 was a loan or was repayable. It only recorded that the claimant had transferred $30,000 to Marylebone "to pay for the 10g produced by the Thailand factory on 25th January. Mei had made the

[19] CT, 38: 2 – 22; DCS, [23].

[20] The claimant's reply submissions ("CRS"), [2] – [3].

[21] BA 39.

[22] BA 103 – 104.

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payment to the manufacturer on 20 January." The claimant's response to this note was not in evidence.[23]

23 The claimant's messages with the defendant on 31 May 2023 also do not shed light on whether the $30,000 was a loan. The claimant said that by these messages, he had been querying her on why the $30,000 had not been repaid.[24]

24 However, all the claimant had said on 31 May 2023 was "please give an explanation for the 30,000, the bank didn't see your 30,000 transferred into the bank, hence the bank cannot give money. The accounts is [sic] unclear." The defendant then replied, "didn't I show you the account records before?...We agreed before, currently the Thai party is now waiting for the 70% deposit payment tomorrow…"[25] She then sent him various screenshots and said that "all debits and credits in Marylebone's account are very clear".[26] It is therefore not apparent from these messages whether the claimant was, as he alleged, asking for repayment of the $30,000, or was simply querying how Marylebone had applied the $30,000.

25 Ultimately, by the defendant's own case that the Alleged Partnership Agreement was entered into in March 2023, whether the $30,000 was a loan or investment, does not shed light on whether parties had entered into the Alleged Partnership Agreement on 8 March 2023.

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[23] BA 104 – 105.

[24] CRS, [2(c)].

[25] BA 140, also at BA 120.

[26] BA 121.

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26 I therefore say no more as to whether the $30,000 was a loan or an investment, given that it is in any case not the subject of these proceedings.

The events of 8 March 2023

The Parties' 8 March Note

27 The defendant submitted that the handwritten note dated 8 March 2023 (the "Parties' 8 March Note"), was the "finalised and formalised partnership agreement", setting out shareholding and profit allocations, and contained no repayment terms or interest.[27] There were 2 versions of this in evidence: one signed only by the claimant[28], and one signed by both parties[29].

28 The defendant's evidence, which the claimant did not seek to contradict, was that the claimant himself drafted the Parties' 8 March Note.[30] The claimant accepted that parties had signed the Parties' 8 March Note for their "intended partnership"[31], but claimed that was merely a proposal[32], setting out how his investment of $100,000 would be allocated.[33]

29 I note that there is also another version which only has the claimant's signature. However, parties did not dispute that they had both signed the Parties' 8 March Note.

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[27] DCS, [16]; see also CT, 24:6 – 21.

[28] BA 77.

[29] BA 76.

[30] CT, 33:10 – 21, 48:30 – 49:22.

[31] Reply, [4].

[32] CCS, [38].

[33] The claimant's AEIC, [17].

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30 The claimant and the defendant have each produced their own English translation of the Parties' 8 March Note.[34] These are worded slightly differently. However, neither party has made submissions on which translation I should be relying on as the more accurate translation:

<u>The claimant's version:</u>

[Left: I will pay to buy goods.
30,000, 60,000, 70,000]

[Right: 100,000 is the value to give to company for partnership.
The first time 20,000 – 3 months – 20,000 or 30,000
The second time 30,00 – 3 months – 20,00
The third time 30,00, not 20,000
Whenever there is profit, all profits will be given to your company first as acquisition.
It's not important, this will definitely sell – Once sold there will be profit wil give to you immediately
100,000 for the purchase of shares
Company will find a sales staff to help the company.]

SIGNATURE
8 March 2023

SIGNATURE
8 March 2023

<u>The defendant's version:</u>

Purchase Amounts I Will Provide:
30,000
60,000
70,000

100,000 (Payment to partner company)
Installment Schedule:
First Payment: 20,000 – 3 months – 20,00 or 30,000
Second Payment: 30,00 – 3 months – 20,00
Third Payment: 30,00 (Confirmed not 20,000)
Profit Allocation:
Priority: All profits will first go towards acquiring your company

Note: This is guaranteed profitable - proceeds will be immediately available for your 100,000 share purchase.
Company will hire sales staff to facilitate.

Signature
3-8-23

[34] BA 12, 78.

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31 The defendant's evidence was that by the Parties' 8 March Note, the claimant had agreed to pay for goods, whether it be $30,000, $60,000 or $70,000, though the exact timelines were not specified. He also agreed to pay $100,000 to Marylebone for shares in Marylebone. There were no fixed dates for when it should be paid or how much would be paid each time. Instead, a range was provided: either $20,000 or $30,000 the first time, $30,000 the second time, and the third time, $30,000 or $20,000. Any profits would first be given to Marylebone.[35]

Parties' exchange on the Parties' 8 March Note

32 There was in evidence an undated message from the defendant to the claimant. She had asked him, in respect of the Parties' 8 March Note, what the meaning of "the numbers in the box" was. The claimant replied "the numbers written in the box are the amount to be given to you since you have business, I will definitely use money to buy the goods"[36].

The Defendant's 8 March Note

33 There was another handwritten note prepared and signed by the defendant on 8 March 2023 (the "Defendant's 8 March Note")[37]:

[35] CT, 26:23 – 32, 27:1-6, 29: 9 – 30:22, 31:20 -33:15.

[36] BA 13.

[37] BA 61 – 62.

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To: See Boss 8/3/2023

Summary of recent discussions and notes from 6-Jan-2023 and 15-Jan-2023:

1. Share allocation:
Mr. See = 51%
Ms. Huang = 41% + 8% = 49% (as you said, excess profits will go to me)

2. From 1-Feb-2023, all Marylebone Pte. Ltd. related expenses will be borne by Mr. See

3. February raw material purchase: $30,000 (10g products)

4. Payment arrangement for Ms. Huang:
$60,000 : Can be paid in 3 installments (March to June ? To be discussed)
$40,000: To be distributed from company profits

5. ACRA changes will be processed this week

Signature
8/3/2023

34 In particular, this stated that "from 1-Feb-2023, all [Marylebone] related expenses will be borne by [the claimant]". It also provided that $60,000 would be paid in 3 instalments, and a further $40,000 would be distributed from the company's profits, i.e. a total of $100,000.

35 It is not clear whether this was drafted before or after the Parties' 8 March Note.[38] However, the claimant himself exhibited this note to his affidavit of evidence-in-chief ("AEIC"), although he characterised this as evidence of further discussions between the defendant and him on his plans for Marylebone.[39]

[38] CT, 63:18-20.

[39] The claimant's AEIC, [13].

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Did parties enter into the Alleged Partnership Agreement on 8 March 2023?

The instalment payments in the Parties' 8 March Note

36 The claimant argued that parties could not have reached an agreement because the numbers mentioned in the Parties' 8 March Note were unclear[40]. He said that the defendant herself could not explain the terms[41].

37 While the exact quantum of each instalment payment was not stated, the Parties' 8 March Note clearly provided that the claimant would pay for stock purchases and pay a further $100,000 to Marylebone by way of 3 instalments.

38 That the claimant had agreed to pay for Marylebone's goods and pay a further $100,000 as his investment, was consistent with, and supported by, parties' exchange on the Parties' 8 March Note (see [32] above), and the Defendant's 8 March Note.

No reference in the Parties' 8 March Note to the proportion of shares the claimant would acquire

39 Next, the claimant argued that there could not have been any agreement because the Parties' 8 March Note did not mention the specific shareholding to be acquired by the claimant.[42]

40 This, in my view, would not prevent a valid partnership agreement from being formed.

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[40] CCS, [35].

[41] CCS, [36].

[42] CCS, [54] – [55].

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41 There is nothing to suggest that parties had intended the Parties' 8 March Note to contain all the terms of their agreement. The court can therefore have regard to other documents or extrinsic evidence to determine what parties' agreement was.

42 The Defendant's 8 March Note stated that the claimant would be allocated 51% of Marylebone's shares.[43]

43 Indeed, the claimant's own evidence was that the discussions were for him to invest $100,000 in exchange for a 51% share in Marylebone.[44] Parties were therefore aligned on the proportion of shares the claimant would acquire by his investment.

Alleged inconsistency in the proportion of shares the claimant would acquire

44 The claimant next argued that the Claimant's 6 January Note, the Claimant's 15 January Note, and the Unsigned 18 January Letter, were inconsistent on the shareholding to be acquired by the claimant.

45 I accept that these documents show that, as of January 2023, the parties had not agreed on the proportion of shares to be acquired by the claimant:

(a) The Claimant's 6 January Note was silent on the amount of shares to be acquired.

(b) The Claimant's 15 January Note proposed "51% equity - -2%" for the claimant, but also included a third party, one "Mr Hu" who would

[43] CT, 48:3 – 25; 56:20 – 22; 63:7 -27.

[44] The claimant's AEIC, [8], [9].

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get 8% equity and 4% bonus shares, and "41% equity + 2% bonus shares" to the defendant.

(c) The Unsigned 18 January letter provided for the claimant to have 51%, the defendant to have 41% and a "Richard Or" to have 8% of the shares in Marylebone.

46 However, as noted above, these were merely proposals that had been exchanged as part of parties' discussions in January. This did not prevent parties from thereafter reaching an agreement on the shareholding to be acquired on 8 March 2023.

Workability of the Alleged Partnership Agreement

47 The defendant's evidence under cross-examination was that with the claimant's investment, he would be a 51% shareholder, while the defendant would hold 44% shares, and Ms Eng ST, 5%.[45]

48 The claimant argued that the Alleged Partnership Agreement was unworkable, because Ms Eng ST, who remains a 10% shareholder in Marylebone, was not a party.[46] The defendant however said that Ms Eng ST did not have to be a party because the defendant was the major shareholder and the one who had the final say.[47]

49 Putting aside the exact arrangement between the defendant and Ms Eng ST, it remained possible for the claimant to become a 51% shareholder even if

[45] CT, 50:22 – 53:8; BA 67.

[46] CCS, [42] – [43].

[47] CT, 52:16 – 24.

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Ms Eng ST was not a party to the Alleged Partnership Agreement, as the defendant held 90% of the shares in Marylebone.

The defendant's alleged failure to provide Marylebone's documents

50 I am not persuaded by the claimant's assertions that his investment was subject to the defendant providing him with documents to assess the viability of Marylebone's business, and that she failed to do so despite his requests.

51 The claimant had initially taken the position in his 1st AEIC that the defendant did not provide him with any documents. However:

(a) There are chat messages suggesting that the defendant had sent the claimant Marylebone's financial statements for August 2017 to July 2018, August 2018 to July 2019, and 2019 to July 2020, as well as an annual compliance document (of which the date is cut off) on 16 January 2023.[48] The documents themselves have not been produced.

(b) There are also chat messages whereby the defendant sent the claimant various documents on 18 January 2023, including one titled "Quotation- Dr. See (Stock & Packaging Payment) 18 Jan 2023.pdf" and various images, which she described as showing the product, new packaging, her transaction with Thailand, and Marylebone's bank account.[49]

[48] BA 92 – 93.

[49] BA 95 – 96.

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(c) The claimant in his chat message of 18 January 2023, informed the defendant that he would "forward to my secretary…I must want to print out…"[50]

52 After the defendant annexed the above chat messages to her 2nd AEIC, the claimant then took the position in his supplementary AEIC that he "did not see" any of the financial statements she purportedly sent[51]. He also claimed that the financial statements and documents were not for Marylebone but were for "the Group" and that he was unaware of the identity of "the Group".[52] He also claimed that he did not recall what the other documents sent on 18 January 2023 were about, and did not recall seeing Marylebone's bank account.[53] He added that he realised that Marylebone's business was "unviable", based on the defendant's message of 15 January 2023 stating that there were accumulated losses of $393,000, and her message of 6 January 2023, where she said that she wanted money to clear a loan.[54]

53 Even if I accept these assertions, the evidence show that the claimant was still prepared to invest in Marylebone in any event:

(a) On 18 January 2023, the defendant sent the claimant the Unsigned 18 January Letter for his review, stating that the claimant had asked her to prepare it. The claimant did not contradict this and said "ok, I've just got home".[55]

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[50] BA 96 -98.

[51] The claimant's supplementary AEIC, [11].

[52] The claimant's supplementary AEIC, [6].

[53] The claimant's supplementary AEIC, [12] – [13].

[54] The claimant's supplementary AEIC, [7]; BA 90.

[55] BA 99, CT, 14: 1- 15:2.

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(b) On 19 January 2023, the claimant urged the defendant to give him her comments on the Unsigned 18 January Letter.[56]

(c) On 20 January 2023, the claimant asked the defendant to "write a document stating that the majority of the documents are OK, subjects [sic] to revise [sic], and I have already transferred SGD 30,000 to your company".[57]

54 The Parties' 8 March Note which the claimant himself drafted did not state that his investment was subject to the defendant's provision of Marylebone's documents.

55 The claimant has not been able to point to anywhere in the parties' exchanges or the various documents produced before me, whereby the claimant either caveated that his investment was subject to the provision of Marylebone's documents, took issue with any of the documents provided, or requested for further documents.

56 There is also nothing in the chat messages or parties' documents which suggest that the claimant had informed the defendant that he had decided not to invest in Marylebone.

Lack of a specific repayment date or reference to interest payable

57 The claimant also submitted, relying on *Ang Boon Tiann v Jervois Pte Ltd and another* [2022] SGHC 104 at [61], that the lack of a specific repayment date did not mean that a loan does not have to be repaid, because unless

[56] BA 100 – 102.

[57] BA 103 – 104.

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expressly or impliedly agreed upon otherwise, money lent is repayable on demand.

58 In this case however, a plain reading of the Parties' 8 March Note, together with the Defendant's 8 March Note, supports the finding that the amounts to be contributed by the claimant would be his investment in Marylebone, not a loan.

Events from 8 March 2023 to May 2023

59 The parties' subsequent conduct is consistent with them having entered into a binding partnership agreement on 8 March 2023.

60 The parties' chat messages post-8 March 2023 do not contain any further negotiations on the terms of the claimant's investment.

61 Instead, the defendant messaged the claimant on 8 March 2023 to ask him for "NRIC [i.e. national registration identity card] (front/back) of new shareholder/director". She said that "this is to change the ACRA [i.e. Accounting and Corporate Regulatory Authority], we will talk about it later".[58] The claimant's reply (if any) was not in evidence.

62 There was also in evidence excerpts of messages from the defendant updating the claimant about developments in Marylebone's business:

(a) From 27 to 31 March 2023, there were messages whereby the defendant updated the claimant on new products in development. She

[58] BA 15 – 16.

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also stated that she would prepare the current financial report, and updated him on upcoming orders to be placed.[59]

(b) There were messages in April 2023 whereby the defendant updated the claimant on remaining coconut oil stocks, the order that had been placed with the manufacturer in Thailand, and the payments which had to be made and cleared by mid-May.[60]

(c) In May 2023, the defendant sent the claimant several messages informing him that she was placing an order with Thailand, that a 70% advance had to be paid, and sought his confirmation that arrangements were being made for payment. [61]

Circumstances leading to the payment of $27,166

63 In June 2023, the defendant was still asking the claimant about the payment to Thailand.[62]

64 The claimant gave evidence that he was not comfortable giving the defendant more money because the defendant had not returned him the alleged $30,000 loan. [63] In support, he referred to his messages with the defendant on 31 May 2023. As noted above, it is not clear from these messages whether the claimant was, as he alleged, asking for repayment of the $30,000, or merely querying how the funds had been applied.

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[59] BA 111 – 113.

[60] BA 115 – 116.

[61] BA 117 – 121.

[62] BA 122 – 125.

[63] The claimant's supplementary AEIC, [21].

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65 The claimant said that he then agreed to help the defendant only if she promised to repay him the $27,166, relying on parties' messages exchanged on 4 June 2023.[64]

66 However, that is not my reading of those messages. While the defendant was also chasing the claimant for money to pay for Marylebone's stock purchase, what parties had been discussing was whether to help Ms Eng ST with her income tax payments, and how.[65]

67 That this was the subject of their discussion is clear from the claimant's very first message on 4 June 2023, where he had asked the defendant "…about your sister's personal income tax, she asked us to help her to pay first and deduct her money when the company has a profit at the end of the year."[66]

68 The defendant replied to say that Marylebone did not have the means to pay for Ms Eng ST. Notably, she said "**you told me before that you would pay the money for all stock purchase**, but now you will only pay half the amount and I have a big problem now…" (emphasis added).[67]

69 They then exchanged the following messages:

[64] The claimant's supplementary AEIC, [23] – [28]; CRS, [5].

[65] BA 124 – 125.

[66] BA 122.

[67] BA 123.

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Claimant:	I can help. Use Marylebone to help her first. The company will help if there is profit in one year. If the company has no profit, she will have to pay herself. 3:12 PM
Defendant:	Currently company is insufficient to pay, will you transfer the 70% product amount and Ting's income tax tomorrow? 3:17 PM
Claimant:	I will pay my own money to her to help you, then she will come to help us. 3:19 PM
Defendant:	Ok, then you will transfer along with the 70% product amount tomorrow, right? 3:21 PM
Claimant:	I will only pay if you promise me. 3:21 PM
Claimant:	Can you promise me to pay? 3:22 PM
Defendant:	[Boss See II I will only pay if you promise me] Use Marylebone to help her pay? Ok. 3:23 PM
Defendant:	[Boss See II I will pay my own money to her to help you, then she will come to help us.] I'll help her to pay with the money you transfer in later. 3:24 PM
Claimant:	Ok, thank you [Emoji]. We will help to pay if the company has a profit at the end of the year If the company has no profit, she will have to pay herself. 3:25 PM
Defendant:	[Boss See II Ok, thank you [Emoji]. We will help to pay if the company has a profit at the end of the year If the company has no profit, she will have to pay herself.] OK. 3:25 PM
Defendant:	Then you need to transfer 70% of the product amount tomorrow. 3:27 PM

70 What the claimant had proposed, which the defendant had agreed to, was that he would transfer money to Marylebone, which Marylebone would then use to help Ms Eng ST pay her income tax if it had a profit at the end of the year, failing which Ms Eng ST would have to pay this herself.

71 There was no discussion, much less agreement, that the defendant would repay the claimant the money to be transferred for the stock purchase. On the contrary, the defendant informed the claimant that he had already previously

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committed to pay for the stock purchase, which the claimant did not seek to contradict.

72 The above exchanges also show that the claimant did not see himself as merely an interested potential investor in Marylebone. He in fact took an active role in deciding how Marylebone's funds would be used to help Ms Eng ST with her income tax.

The payment of $27,166

The descriptions of the sum of $27,166

73 The claimant's reply (if any) to the defendant's chaser for the 70% payment towards stock purchase was not in evidence.

74 On 5 June 2023, the claimant made out a cheque to the defendant. The claimant's handwriting appeared on the left side of a copy of the cheque, but he claimed that he did not know how it came about and that it referred to "some other matter".[68] This stated:

> *Illegible Signature*
> Marylebone out 1000
> As reserve fund
> Used for daily use *Signature*

75 The defendant did not cross-examine the claimant on what these words meant.

[68] The claimant's AEIC, [24]; Bundle of Documents ("BOD") 43- 44.

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76 There is also a payment voucher[69] which referred to the sum of $27,166 as "50% of new stock purchase order". The claimant said this was written by Ms Eng ST, and that the defendant might have informed her what the payment was for.[70] In any event, I do not find the description probative of whether it was a loan or investment as it merely stated what the money would be used for.

Relevance of how the amount was paid

77 The claimant argued that the $27,166 could not have been an investment in Marylebone because the cheque was made out to the defendant personally and not Marylebone directly, even though the claimant had Marylebone's bank details. [71]

78 The defendant on the other hand argued that while the sum was paid into her personal bank account, it was later transferred to Marylebone's bank account and paid out to the manufacturer.

79 In my view, the identity of the initial recipient of the $27,166 is equivocal as to whether it was intended as a personal loan or as an investment.

Events after 5 June 2023

80 There were only a few messages post-5 June 2023 in evidence before me:

[69] BOD 45 – 46.

[70] The claimant's AEIC [21].

[71] CCS, [30].

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(a) Messages which parties exchanged on 8 June 2023 whereby the defendant sent some photographs to the claimant.[72]

(b) The defendant's messages to the claimant on 31 August 2023 stating that she had asked "Ting" to explain the debt and credit records to the claimant, that she was preparing the annual financial report for the claimant's review, that she was "waiting for your IC [i.e. identity card] to change the ECRA [sic] and complete it together", and requesting that it be sent to her the same week.[73] There was no reply from the claimant.

(c) Pictures (of what looks to be food) which the defendant forwarded to the claimant on 3 September 2023. The claimant's reply (if any) was not in evidence.

81 When cross-examined on whether she ever asked the claimant for the $100,000, the defendant said that she did "check" with him but did not ask him.[74] There were no documents evidencing this.

82 However, neither were there any messages in evidence suggesting that the claimant sought a return of the $27,166. While the Statement of Claim referred to the claimant's solicitors' letter of demand of 22 July 2024, this has also not been produced.

My findings

83 I accept that parties also had oral discussions, which might not be entirely captured in parties' chat messages or in documents. However, the

[72] BA 125.

[73] BA 17.

[74] CT, 30:21 - 31:4.

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totality of the evidence, as outlined above, is more consistent with the defendant's case that parties had entered into the Alleged Partnership Agreement on 8 March 2023.

84 While the claimant has not been registered as a shareholder in Marylebone, the defendant's explanation was that she was waiting for the claimant's identity card. This is a plausible explanation as there were chat messages in evidence whereby the defendant requested for the claimant's identity card[75], and there was no evidence that he had provided this.

85 Even if I am wrong and there was no binding agreement for the claimant to invest in Marylebone, this did not automatically render the $27,166 a loan. The totality of the evidence is, at the very least, consistent with the $27,166 being paid in anticipation of the claimant's intended investment, and not as a loan. The claimant however framed his case as one for the return of a loan, which, for the reasons I have stated, has not been made out.

Conclusion

86 I therefore dismiss the claim in full.

87 In her submissions, the defendant said that she had suffered detriment in reliance on the claimant's promises, as she had to personally cover the shortfall to suppliers.[76] She therefore included a claim for costs "including the shortfall and related expenses incurred in reliance on the claimant's commitment".[77]

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[75] CT, 31:8- 19.

[76] DCS, [29].

[77] DCS, [42].

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88 The defendant has not brought a counterclaim in these proceedings. No evidence was led as to what the alleged detriment or these expenses were. I therefore make no findings on her belated assertions.

89 Unless parties can agree on quantum of costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Lim Poh Choo (Alan Shankar & Lim LLC) for the claimant;
the defendant in person.

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