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DISTRICT JUDGE TEO GUAN KEE
23 JANUARY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 291

District Court Suit No 1572 of 2020

Between

Shalom Israel (Asia-Pacific) Ltd

… *Plaintiff / Defendant-in-Counterclaim*

And

Travel 360 Pte Ltd

… *Defendant / Plaintiff-in-Counterclaim*

JUDGMENT

Contract – Breach
Contract – Contractual terms

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Shalom Israel (Asia-Pacific) Ltd
v
Travel 360 Pte Ltd

[2025] SGDC 291

District Court Suit No 1572 of 2020
District Judge Teo Guan Kee

6-7 Feb 2024, 5 Apr 2024, 8 Apr 2024, 25-26 Apr 2024, 27-28 Jun 2024, 22 Jul 2024, 29 Oct 2024, 8 Jan 2025, 9 Oct 2025

23 January 2026

District Judge Teo Guan Kee:

Background

The Parties

1 The Plaintiff is a public company limited by guarantee and engaged, based on its own pleadings, in the business of religious activities. The directors of the Plaintiff were, at all material times, George Annadorai ("**George**") and his wife, Angappan Manomani ("**Mano**").

2 Both George and Mano professed to be religious pastors. However, nothing in these Grounds is to be taken as an endorsement of the religious practices or qualifications of the parties herein.

3 The Defendant is an exempt private company limited by shares which is in the business of travel agencies and tour operations. Its director and Chief Operating Officer, one Jenny Chaw Chong Eng ("**Jenny**"), gave evidence on behalf of the Defendant in these proceedings, alongside one other witness.

Summary of the dispute

The Plaintiff's claim

4 In 2018, the parties hereto entered into an agreement (the "**Agreement**") pursuant to which they would work together to organise a tour to Israel, known as the Love Israel Tour 2018 (the "**LI 2018 Tour**"), with the Defendant handling all logistical aspects of the tour, both in Singapore and in Israel.

5 Participants who wished to join the tour could sign up for one of two variants of the tour, being the **Option A Tour** and the **Option B Tour**.

6 The Option A Tour was a tour lasting about 16 days, with an itinerary covering locations in Türkiye and Israel.[1] Each participant on the Option A Tour paid S$6,500 for the tour.

7 The Option B Tour was a shorter tour, lasting about 10 days, essentially covering only the Israel leg of the Option A Tour.[2] Each participant on the Option B Tour paid S$4,900 for the tour.

[1] Bundle of affidavits of evidence-in-chief ("**BA**") at page 124.

[2] BA127.

8 The fees for the LI 2018 Tour were collected by the Defendant prior to the LI 2018 Tour.[3]

9 It is the Plaintiff's case that, pursuant to the Agreement, certain payments to third parties (the "**Third Party Payments**") were to be made out of the tour fees collected by the Defendant. It has accordingly brought these proceedings to seek reimbursement, from the Defendant, of Third Party Payments which the Plaintiff alleges should have been paid using the tour fees collected. This aspect of the Plaintiff's claim will hereafter be referred to as the **Reimbursement Claim**.

10 It should be noted that, in support of their respective positions pertaining to this claim, the parties put forward competing versions of how the tour fees for the Option A Tour and the Option B Tour were arrived at, in the form of costing lists purportedly showing how the tour fees making up the price of each tour were to be spent.

11 The Plaintiff's versions of the costing lists (the "**PCL**") were exhibited in the Bundles of Affidavits of Evidence-in-Chief ("**BA**") at BA139 and 140[4] and the Defendant's versions of the costing lists (the "**DCL**") were found in Jenny's 1st Supplementary AEIC of 6 November 2023 ("**1SAEIC**"), set out in the text of paragraph 22 thereof.

12 Separately, the Plaintiff has also alleged that George and Mano were entitled to business class air travel to Israel for the LI 2018 Tour or, in the event George and Mano did not travel in business class, that the Plaintiff was entitled

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[3] Statement of Claim (Amendment No.1, "**SOCA1**") at paragraph 5(b) and Defence and Counterclaim (Amendment No.2, "**DA2**") at paragraph 17(b).

[4] See George's AEIC at paragraph 52.

to a payment from the Defendant of the difference between the cost of business class air tickets and the amount actually paid for George and Mano's air tickets. This aspect of the Plaintiff's claim will be referred to as the **Airfares Difference Claim**.

13 The Defendant denied both aspects of the Plaintiff's claim and further alleged that the Agreement was in any event unenforceable as it was tainted by illegality.

The Defendant's counterclaim

14 In these proceedings, the Defendant has also brought counterclaims against the Plaintiff.

15 First, the Defendant averred that the Plaintiff or its representatives had utilised the Defendant's services on various occasions between 2017 and 2019.[5]

16 In connection with these alleged services, the Defendant averred that it had issued invoices to the Plaintiff but had not received payment for the same. Accordingly, the Defendant brought counterclaims against the Plaintiff in these proceedings seeking payment of the amounts due under the aforementioned unpaid invoices, further details of which will be provided later on in these Grounds.

17 Separately, the Defendant also averred that a sum of USD 10,000 passed by one of its representatives to the Plaintiff's representatives during the LI 2018 Tour was a loan which the Plaintiff did not repay. As such, by way of a

[5] DA2 at paragraph 24.

counterclaim, the Defendant also sought repayment of this alleged loan from the Plaintiff.

18 The Plaintiff denied that it was liable to make payment on the allegedly unpaid invoices on various grounds, which will be considered in turn later in these Grounds. As for the alleged loan, the Plaintiff's position is that the sum of USD 10,000 had not been provided as a loan but was instead part of the Third Party Payments which the Defendant had been expected to make.

The Plaintiff's claim

19 I will begin by considering the merits of the Reimbursement Claim and the Airfares Difference Claim.

Reimbursement Claim

20 The Reimbursement Claim stemmed, effectively, from a disagreement between the Plaintiff and the Defendant over whether the Third Party Payments made during or in connection with the LI 2018 Tour should have been made out of the tour fees collected by the Defendant for the aforementioned trip, in addition to a claim by the Plaintiff that it had not been paid its agreed fees for leading the trip.

21 The Plaintiff's position was that the tour fees for the LI 2018 Tour had been arrived at after taking into account amounts that were to be paid out of those fees by way of the Third Party Payments. According to the Plaintiff, therefore, the understanding between the parties was that Third Party Payments would be made out of the tour fees collected by the Defendant. The Plaintiff averred, at paragraph 3 of the Statement of Claim (Amendment No.1,

"**SOCA1**") that such an Agreement had been reached between the parties in or around late February 2018.

22 The Defendant's opposing position was that the tour fees did not account for the Third Party Payments, and hence there was no scope to make the Third Party Payments from the said fees. Instead, the Defendant's position was that the Plaintiff should bear the Third Party Payments.

23 Seen from this perspective, the promise pleaded at paragraph 10 of the SOCA1, allegedly made by the Defendant, through Jenny, that the Defendant would reimburse the Plaintiff for the Third Party Payments after the LI 2018 Tour would *not* be the basis for the Plaintiff's entitlement to the reimbursement which it claims from the Defendant in this suit. Instead, this should properly be seen as part of the Plaintiff's averments as to how the Defendant had failed to perform its obligations under the Agreement.

24 Further, insofar as and to the extent that the Plaintiff did make Third Party Payments instead of the Defendant, it was the Plaintiff's case that these were payments which the Defendant ought to have made and which the Defendant ought now to be ordered to pay the Plaintiff.

25 I have described the Plaintiff's case in this manner to explain why, in my view, the Defendant either mischaracterised or failed to correctly appreciate the Plaintiff's case in the Defendant's Closing Submissions dated 25 March 2025 (the "**DCS**").

26 In paragraph 19 of the DCS, the Defendant asserted the Plaintiff's case as being that the Reimbursement Claim was premised on an oral agreement

made on 21 November 2018 and 5 December 2018, referring to the averments contained in paragraph 9 and 10 of the SOCA1.

27 For the reasons I have given earlier, this was not a reasonable reading of the SOCA1. That this was not the Plaintiff's case was also confirmed in the Plaintiff's Reply Submissions dated 14 April 2025 (the "**PRS**") wherein, at paragraph 24, the Plaintiff's counsel also noted that the DCS was "inaccurate" when it suggested that the Agreement between the parties was only concluded on 21 November 2018.

28 In light of the foregoing, the following questions need to be resolved in relation to the Reimbursement Claim:

(a) Did the parties agree, as part of the Agreement pertaining to the LI 2018 Tour, on the PCL or the DCL?

(b) If so, which items in the PCL were intended for the Plaintiff's use for Third Party Payments?

(c) Did the Plaintiff make any Third Party Payment for which it was entitled to reimbursements from the tour fees collected?

29 I will consider each of these issues in turn.

Issue 1: Choosing between the PCL and the DCL

30 Neither the Plaintiff nor the Defendant took the position that there was no agreement as to the costing list at all.

31 In this regard, I highlight paragraph 51 of the affidavit of evidence-in-chief ("**AEIC**") of George, wherein he asserted that the PCL, agreed between

himself, Mano and Jenny, had been drawn up "in or around March 2018" and paragraph 20 of Jenny's 1SAEIC, wherein she asserted that the agreement between the parties pertaining to the LI 2018 Tour had been concluded orally between George and herself "in early 2018".

32 As such, the parties' disagreement was over whether the PCL or the DCL reflected the parties' common understanding as to the manner in which the tour fees collected for the LI 2018 Tour should be allocated to various payments.

33 Neither party was able to adduce objective *contemporaneous* evidence of what had been agreed between the parties in early 2018.

34 That being said, the Plaintiff was at least able to adduce evidence to show that the PCL had been circulated to the Defendant's representatives in November 2018 and had not been met with any objection.

35 Specifically, on 23 November 2018, an email was sent at 3.02pm (the "**PCL Email**") by George to Frida and Wendy Tan ("**Wendy**"), both of whom were employed by the Defendant at the material time. I would add that Wendy, who is Jenny's daughter, was also accepted by Jenny as having been the Defendant's operations manager during the material period.[6]

36 Crucially for present purposes, the PCL Email contained attachments which materially reproduced the PCL as pleaded in the SOCA1. The Defendant's attention was even specifically drawn to the PCL as the body of the email contained an exhortation by George to Jenny in the following terms:

[6] NE 25 April 2024 69/19-21.

> Jenny please re – study the **2018 costing list** once again (**see attachment**)
>
> (Emphasis added)

37 There was no evidence before this Court that the Defendant responded to the PCL Email.

38 When asked in cross-examination as to whether she had responded to the PCL Email, Jenny's response was that she would not have responded by way of email because she did not "do IT".[7] She suggested she would have spoken to Mano on the phone[8] but this was a bare assertion.

39 Further, when asked if she had instructed Frida or Wendy to respond, Jenny's answer was that she could not recall.[9]

40 Set against the Plaintiff's evidence which I have just reviewed, Jenny actually conceded under cross-examination that neither she nor Wendy had ever circulated any costing list to the Plaintiff's representatives. She even suggested that she and Wendy had not even prepared any costing list for the LI 2018 Tour, after agreeing that her former husband, Albert Tan had been the one who drew up costing lists for LI tours before 2018.[10]

41 Not only is there no objective evidence that the DCL was circulated to the Plaintiff for its agreement, the Defendant did not even assert the existence of the DCL in these proceedings until more than a year after it had filed its initial Defence in these proceedings.

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[7] NE 25 April 2024 93/27-28.

[8] NE 25 April 2024 93/22-31.

[9] NE 25 April 2024 94/13-17.

[10] NE 25 April 2024 85/19-86/24.

42 In its initial Defence filed in these proceedings on 28 July 2020, the Defendant had pleaded that the *PCL*, as set out in the Plaintiff's initial Statement of Claim (and maintained in SOCA1) "sets out an estimate of the costs for the Options in the Israel Tours", without in any way putting forth a case that the parties had agreed on a wholly different version of the costing list.

43 The Defendant even pleaded in its initial Defence that, in respect of "other items" in the PCL apart from the cost of "air fares and accommodation", "land transport", "meals" and the Defendant's "own profit margins", these "other items" were "**accepted** by the Defendant for the purposes of pricing the Israel Tours".[11]

44 Having regard to the PCL, these "other items" could only be references to the Third Party Payments which are now the subject matter of the Plaintiff's claim against the Defendant.

45 As such, the introduction of the DCL in the Defence (Amendment No.1) filed on 3 December 2021, more than a year after the Defence dated 28 July 2020, should be viewed with scepticism.

46 In any event, the Defendant's final position, set out in its Defence (Amendment No.2, "**DA2**"), was that *all* of the sums making up the LI 2018 Tour fees went towards meeting the "trip logistics and incidentals", commissions for the Plaintiff's representatives or the Defendant's own fees for handling the LI 2018 Tour,[12] with no funds budgeted at all for Third Party Payments.[13]

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[11] Defence dated 28 July 2020 at paragraph 14.

[12] See the DCL set out in paragraph 22 of Jenny's 1SAEIC.

[13] Paragraph 28 of Jenny's 1SAEIC.

47 The Defendant did not, however, back up its assertions with evidence. Despite affirming no fewer than *three* AEICs in the course of these proceedings, Jenny did not adduce *any* documentary evidence to demonstrate how much of the LI 2018 Tour fees was applied by the Defendant towards the "logistics" of the LI 2018 Tour or otherwise substantiate its claim that no part of the tour fees collected had been budgeted for the Plaintiff's Third Party Payments.

48 This was surprising, as the Defendant was the party which collected the tour fees from the LI 2018 Tour participants and also claimed to be the party that paid all the expenses for which those fees had been collected.

49 The absence of such evidence seriously undermined the Defendant's position as to how the tour fees had been intended by the parties to be used.

50 In the premises, insofar as the question of whether the parties had agreed on the PCL or the DCL in early 2018 was concerned, I was of the view that the preponderance of the evidence favours the Plaintiff's position. I found therefore that the parties herein agreed on the PCL as the basis upon which the tour fees for the LI 2018 Tour were collected.

51 The Defendant's counsel tried to diminish the weight of the Plaintiff's evidence on this issue by arguing that the descriptions of the Third Party Payments in the PCL were "vague" and did not suggest that the fees were being collected for the purposes for which the Plaintiff contends.

52 With respect, this argument missed the point. Neither the Plaintiff nor the Defendant took the position that any costing list agreed between the parties cast in stone the manner in which the LI 2018 Tour fees were to be applied. This was evident from paragraph 7 of SOCA1 and paragraph 13 of the DA2.

53 Jenny herself, in giving evidence at trial, was not overly concerned about how monies due to the Plaintiff out of the LI 2018 fees were applied by the Plaintiff. For instance, when directed to an item entitled "Galilee Conference (speaker's cost and rental of auditorium)" set out in the initial version of the DCL pleaded in Defence (Amendment No.1, dated 3 December 2021) which was tied to a budget of S$300 per tour participant, Jenny described this as something which George wanted her to "put it this way so that he will have another $300 to claim, to use whatever he wants to use it for. That was what we agreed".[14]

54 In summary, the significance of the costing list agreed between the parties was not, for purposes of the present suit, that the parties intended it to serve as a record of the precise manner in which the LI 2018 Tour fees were applied, but that it documented how the parties intended the LI 2018 Tour fees to be *allocated as between the Plaintiff and the Defendant*.

55 The Defendant's counsel also argued that it made no commercial sense for the Defendant to agree to the PCL because certain Third Party Payments were non-commercial in nature and the Defendant was a tour agency.[15]

56 With respect, I did not follow this argument. It was not apparent to me why an arrangement for the Defendant, which had been engaged by the Plaintiff to organise the LI 2018 Tour, to collect a single set of tour fees from participants, which were to go towards meeting expenses to be incurred during events organised by both the Plaintiff and the Defendant on that tour, was bereft

[14] NE 29 October 2024 74/17-19.

[15] DCS at paragraphs 25 and 26.

of commercial sense, as asserted by the Defendant. The Defendant did not explain the reason for taking this position in its DCS.

57 This brings us to the next question, which is whether there was any evidence that specific items provided for in the PCL had been intended by the parties to be for use by or in accordance with the Plaintiff's directions.

Issue 2: The Plaintiff's entitlement to the LI 2018 Tour fees

58 The Plaintiff's case[16] was, essentially, that it was entitled to the following amounts listed in the PCL:

S/no.	**Description as set out in the PCL**	**Fees per pax (S$)**	**No. of tour participants**	**Sum (S$)**
1	"Conference (Speakers + Auditorium)"	300	117	35,100
2	"Shalom Israel"	200	117	23,400
3	"Leket"	200 per person for Option A; 50 per person for Option B	88 29	17,600 + 1,450 = 19,050
4	"Holocaust Survivors"	100	117	11,700
Total				**89,250**

[16] Paragraph 13 of the SOCA1 and paragraph 79 of George's AEIC.

59 As a preliminary point, it should be noted that the Plaintiff accepted that a sum of USD 10,000 equivalent to S$13,800 was paid to the Plaintiff as part of these aforementioned entitlements by the Defendant during the LI 2018 Tour, specifically, on 11 December 2018.

60 This is why the amount claimed by the Plaintiff for the Reimbursement Claim was assessed by the Plaintiff to be S$89,250 less S$13,800, or S$75,450.[17]

61 The item labelled "Shalom Israel" is not, strictly speaking, a Third Party Payment. Whilst this item appeared in the PCL as "Shalom Israel", it was described in George's AEIC (at paragraph 80) and in the SOCA1 (paragraph 7) as the "Plaintiff's fees" for leading the LI 2018 Tour.

62 In this regard, I note that the Defendant did also recognise that Plaintiff's representatives were entitled to various sums for their participation in the LI 2018 Tour.

63 Specifically, even in the DCL set out in Jenny's own AEIC, there were provisions for George to receive a commission of $200 "for the LI Tour".

64 Further, at trial, Jenny also repeatedly referred to a "commission of $500" per person which had been factored into the LI 2018 Tour fees,[18] albeit that her position was that this commission was meant to cover *all* Third Party Payments which the Plaintiff might wish to make.

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[17] PCS at paragraph 2.

[18] See for instance NE 27 June 2024 52/27-28.

65 I was accordingly satisfied that the Plaintiff was at least entitled to a sum of $200 per participant in the LI 2018 Tour.

66 This leaves the remaining three items for the "Conference", "Leket" and "Holocaust survivors" mentioned in the PCL.

(1) "Conference (speakers + auditorium)"

67 It was not disputed that the "conference" being referred to in this entry was an event known as the **Galilee Conference**, which was held during the LI 2018 Tour, specifically, from 4 to 6 December 2018.[19]

68 Jenny agreed, under cross-examination, that a sum of $300 per person had been budgeted for the 2018 Galilee Conference.[20] The Defence (Amendment No.1) filed by the Defendant on 3 December 2021 ("**DA1**") also contained an item, in the DCL contained therein, providing for this figure for an event described as "Galilee conference (speaker's cost & rental of auditorium)".[21] This entry was subsequently amended, in DA2, to read "Pastor George's Commission for Galilee conference", although no satisfactory explanation was ever given for this amendment.

69 At trial, Jenny also gave evidence that the sum of $300 had been set aside simply because George had wanted her to do so and she had not questioned his instructions.[22]

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[19] NE 28 June 2024 2/10-20.

[20] NE 28 June 5/22-24.

[21] DA1 at paragraph 13.

[22] NE 28 June 2024 11/10-20.

70 In the premises, I was satisfied that the Defendant had been aware and had agreed that the sum of $300 per person was to have been set aside for the purpose of allowing the Plaintiff to pay the speakers and venue expenses for the Galilee Conference, notwithstanding that this item was subsequently amended in the DA2.

71 In any event, even on the basis of the DCL as set out in DA2, it would have been plain to the Defendant that the payment was one to which the Plaintiff was entitled as opposed to the Defendant, given that George was the representative of the Plaintiff.

(2) "Leket"

72 The Plaintiff claimed that this item, for which a sum of $200 was budgeted for each Option A Tour participant and a sum of $50 was budgeted for each Option B Tour participant, had been intended to be donated to an Israeli organisation known as "Leket".[23]

73 The Defendant's case is that there was never any arrangement for a sum to be set aside, out of the LI 2018 Tour fees collected, for any donation to Leket (or for any other donation).[24]

74 Jenny's AEIC attempted to reinforce this position by asserting that "the Defendant was not responsible for disbursing funds to any Beneficiaries for charitable and/or religious purposes."[25]

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[23] NE 7 February 2024 77/8-31 and 5 April 2024 66/17-30.

[24] DA2 at paragraph 17.

[25] Jenny's AEIC at paragraph 28.

75 Apart from being somewhat beside the point, in that there was no assertion by the Plaintiff in this suit that the Defendant should have been the party directly "disbursing funds" to charitable organisations, Jenny's statement was inconsistent with available evidence insofar as it intended to suggest that the Defendant was also not responsible for collecting, as part of the LI 2018 Tour fees, any amount which the Plaintiff would then go on to pay as Third Party Payments, in particular, to "Leket".

76 This is because there is documentary evidence of repeated occasions on which the Plaintiff's representatives asked the Defendant's representatives for funds to be passed to "Leket", but an absence of evidence that the Defendant's representatives had baulked at the idea that the Defendant could be responsible for providing such funds to the Plaintiff for the aforementioned purpose.

77 In particular, on 16 November 2018, shortly before the commencement of the LI 2018 Tour, Mano sent a text message to Wendy stating that "LEKET staff will be in Sg and we need to give him the donation". This was followed by another message, on 18 November in which Mano stated that she would be going to the Defendant's office the next day and asked for a cheque for $51,600 to be "ready" and made payable to the Plaintiff.[26] This second message was also sent to Jenny.[27]

78 A third message was sent by Mano to Jenny on 20 November 2018, in which Mano mentioned that "TT for LEKET need to be send also".[28]

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[26] BA36 and 37.

[27] BA57.

[28] BA57.

79 There was no objective evidence that the Defendant ever questioned *the basis* for Mano's request pertaining to "Leket". Instead, the only documentary evidence that was adduced is a response from Wendy to Mano's message of 18 November 2018, sent on 19 November 2018, stating that the request was a "quite last minute request for a big sum".[29]

80 Jenny claimed, at trial, that she had called Mano regarding this request but no such call was mentioned in the body of Jenny's AEIC.[30]

81 In fairness to the Defendant, Mano did send a message to Wendy on 19 November 2018 containing the words "Jenny had spoken to me".[31] However, there was no indication in the exchanges between Wendy and Mano following this message that would suggest Jenny had raised any objection in principle to the use of the LI 2018 Tour fees for Leket.

82 Jenny also claimed at trial that Mano's request could not be acceded to because the Defendant did not keep such a large amount of cash in its office, despite Mano having asked for a cheque.[32] In any event, this could not support the Defendant's argument that no sum had been set aside for "Leket".

83 In the premises, I was satisfied that the parties had agreed that the item entitled "Leket" in the PCL had been intended to be budgeted for a donation to be made to an organisation bearing that name.

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[29] BA37.

[30] NE 27 June 2024 42/20-43/11.

[31] BA38.

[32] NE 27 June 2024 49/8-19.

(3) "Holocaust Survivors"

84 At trial, it was suggested by the Plaintiff's counsel to Jenny that the sum of S$100 per LI 2018 Tour participant had been budgeted to pay for the transport of various non-tour participants to the "High Tea" event.[33] Based on the Plaintiff's Closing Submissions dated 25 March 2025 (the "**PCS**"), this event took place during the LI 2018 Tour on 9 December 2018.

85 As a preliminary point, in the PCS, the Plaintiff appeared to suggest that both the "Holocaust Survivors" item as well as another "Aliyah (High Tea)" item in the PCL had been budgeted for the use of the Plaintiff instead of the Defendant.

86 Insofar as it was the Plaintiff's case that the "Aliyah (High Tea)" item was also for the use of the Plaintiff, I was unable to accept the same.

87 First, the list of the components of the Plaintiff's claimed sum of S$75,450 under the Reimbursement Claim, set out in paragraph 13 of SOCA1, did not make any reference to the PCL item entitled "Aliyah (High Tea)", despite listing other items in the PCL.

88 Secondly, it was also not the Plaintiff's evidence that it or its representatives had paid for the "Aliyah (High Tea)" event. There was no such assertion to be found in the AEIC of George or Mano.

89 Whilst Mano did assert, in her AEIC, that Jenny was supposed to meet Mano on 8 December 2018 to pass her funds for the following day's event, being the "Aliyah High Tea", she ultimately ended up passing the sum of USD

[33] NE 22 July 2024 22/3-5.

10,000, which she received from Wendy on 9 December 2018, to an entity known as Shavei Israel instead.

90 Bearing in mind that the primary question for determination, in relation to the Reimbursement Claim, is whether it was the Plaintiff or the Defendant which is entitled to various sums budgeted in the LI 2018 Tour fees, it is not apparent to me that the fact that Mano received USD 10,000 from Wendy amounted to an acknowledgement from the Defendant that the Plaintiff was entitled to sums budgeted under "Aliyah (High Tea)" in the PCL.

91 The situation as regards the "Holocaust Survivors" item in the PCL, however, stands on a different footing.

92 Jenny testified at trial that she had only limited involvement in the event organised for the "Holocaust Survivors", and her role had been to "book how many people for the high tea, that's all".[34] When asked if she was able to comment on receipts adduced in George's AEIC purportedly for sums paid to two bus companies engaged to bring persons to the event for "Holocaust Survivors", Jenny again asserted that she did not know the organisations involved, that she did not engage them and that she had not been the one to arrange transport for the event. She even said that George would not want her to "touch the donation and ministry in Israel".[35]

93 Taking Jenny's disavowal of involvement in the Holocaust Survivors event together with my earlier finding that the PCL was the costing list agreed between the parties, I was satisfied that the item entitled "Holocaust Survivors"

[34] NE 22 July 2024 15/7-21.

[35] NE 22 July 2024 16/8-17.

had been intended as an item budgeted for the Plaintiff's (as opposed to the Defendant's) use.

Issue 3: Whether the Plaintiff expended sums for which it should be reimbursed from the LI 2018 Tour fees?

94 In paragraph 76 of his AEIC, George gave evidence that the Plaintiff made the following Third Party Payments which ought to have been made out of the LI 2018 Tour fees:

S/no.	**Description of payment as set out in George's AEIC**	**Sum paid (in foreign currency)**	**Sum paid (Singapore Dollar equivalent)**
1	For "speakers" identified as Richard Abele, Avner Boskey and George	USD10,000	S$13,800
2	"Rental of the venue for Galilee Conference"	USD3,000	S$4,140
3	"Aliyah"	USD10,000	S$13,800
4	"Leket Israel"	USD45,000	S$61,574.90
5	"Transport to ferry the Holocaust Survivors for the Holocaust Event"	4,600 Israeli New Shekels ("**ILS**")	S$1,800

95 The Plaintiff adduced documentary evidence supporting or that was at least consistent with the Third Party Payments which George alleges were paid by the Plaintiff.[36]

96 I accepted that the documents adduced to support these payments did appear to be consistent with the Plaintiff's assertion that it had made these Third Party Payments. For completeness, I would clarify that in relation to the payment to "Aliyah", Mano explained at trial that this item referred to a ministry associated with an entity known as Shavei Israel.[37]

97 Set against this, the Defendant's position, expressed by way of Jenny's AEIC, was that it was not responsible for running what it called the Plaintiff's "Revenue Events" including site visits as well as activities and talks organised by the Plaintiff during the LI 2018 Tour[38] and that the Plaintiff's representatives (George and Mano) would lead the religious aspects of the tours.[39]

98 I was thus satisfied that the Plaintiff did incur the expenditure for which it made the Reimbursement Claim.

Conclusion: Reimbursement Claim

99 In summary, I was of the view that:

(a) The PCL reflected the parties' understanding as to how the tour fees for the LI 2018 Tour were to be apportioned for the use of the Plaintiff and the Defendant respectively.

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[36] George's AEIC at pages 56 to 67.

[37] NE 5 April 2024 63/21-31.

[38] Jenny's AEIC at paragraph 14(b).

[39] Jenny's AEIC at paragraph 19(d).

(b) The specific items identified by the Plaintiff in paragraph 13 of SOCA1 were items in respect of which the Plaintiff was entitled to have the Defendant provide funds, to the Plaintiff, for payment to Third Parties.

(c) The Plaintiff did make Third Party Payments in the manner alleged in paragraph 11 of SOCA1.

100 As such, I was satisfied that the Plaintiff's Reimbursement Claim should be allowed as claimed by the Plaintiff.

Airfares Difference Claim

101 The premise of the Airfares Difference Claim is set out in paragraph 5(e) of the SOCA1. In this paragraph, the Plaintiff averred that the parties hereto agreed that

> The Defendant would pay the Plaintiff a sum representing the price of two (2) business class return flight tickets to Israel for the Israel Tours ("**Business Class Airfare Sum**") regardless of the cabin class of the airfare tickets which were eventually purchased for the Pastors for the Israel Tours ("**Actual Airfare**").

102 On its face, it is difficult to see how the Defendant could, on any reasonable commercial basis, have agreed to this term as pleaded in the SOCA1. If the tickets for George and Mano were booked and paid for by the Defendant, I am unable to see why the Defendant would have agreed to pay a *further* amount to the Plaintiff in the form of the Business Class Airfare Sum since the Plaintiff would not be out of pocket in the first place.

103 I appreciate that paragraph 5(e) of the SOCA1 does not mention that the amount to be paid to the Pastors was based on the *difference* between the Business Class Airfare Sum and the Actual Airfare.

104 However, that this was the Plaintiff's pleaded case would be clear upon reading paragraph 14 of the SOCA1, where the difference between the Business Class Airfare Sum and the Actual Airfare was used to calculate the amount claimed by the Plaintiff from the Defendant in paragraph 14 of the SOCA1.

105 I should add that previous correspondence between the Plaintiff and Defendant's former solicitors made clear the nature of the Plaintiff's claim.

106 Specifically, in a letter from the Plaintiff's former solicitors to the Defendant's solicitors dated 5 April 2019, the former noted, in respect of this claim, that "A portion of the [fees paid by participants in the LI 2018 Tour] was for the Pastors' airfares for the [LI 2018 Tour] on a business class basis, regardless of the airline cabin class the Pastors eventually took for the [LI 2018 Tour]."[40]

107 In response to the aforementioned letter, the Defendant's response, sent by their former solicitors, was not to deny the Plaintiff's entitlement to Airfares Difference Claim, but to assert that it had already been paid by the Defendant.[41]

108 The Defendant claimed that the evidence adduced in support of this claim suffered from a fatal defect, in that the Plaintiff did not adduce any evidence to show what the "price of two (2) business class return flight tickets to Israel" would have been at the material time of the LI 2018 Tour.

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[40] BA169.

[41] BA171.

109 This ostensible lacuna in the evidence was admitted to by George under cross-examination.[42]

110 I do not think however that this was fatal to the Airfares Difference Claim.

111 As mentioned earlier, it is sufficiently clear from paragraph 14 of the SOCA1 that the basis of the business class airfare to be used in assessing the amount payable under the Airfares Difference Claim is the amount designated for the same in the PCL, which I accepted were agreed to by the Defendant.

112 Put differently, the Plaintiff and the Defendant had, between them, agreed that part of the fees generated from selling the LI 2018 Tour places would be designated for George and Mano's airfares. The parties' disagreement was therefore effectively over how any excess fees from the designated amount should be allocated.

113 Seen from this perspective, the Defendant's framing of the issue in relation to the Airfares Difference Claim as whether there was any "objective intention or agreement between the parties for the Defendant to make payments towards the Airfares Difference Claim"[43] is either misguided or mischievous, as it conveniently overlooked the fact that if the sum collected from tour participants for George and Mano's airfares was in excess of the actual fare paid by the Defendant, the Defendant would get to keep such excess in the absence of the agreement contended for by the Plaintiff.

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[42] NE 5 April 2024 27/13-16.

[43] DCS at paragraph 50.

114 The issue at hand is simply whether the Plaintiff is able to show, on a balance of probabilities, that the parties' understanding was that if the amount collected from tour participants designated for George and Mano's airfares exceeded the actual cost incurred, any excess amount collected should be paid to the Plaintiff, as opposed to being retained by the Defendant.

115 The Plaintiff did adduce evidence that supported such a conclusion.

116 I have already mentioned the Defendant's solicitors' letter of 5 April 2019, indicating that the airfare reimbursement had been carried out.[44]

117 Separately, regard can again be had to George's email to the Defendant's representatives of 23 November 2018. This email not only contained a reference to "Airfare difference (Ps. George + Ps. Mano) Business Class Less Economy Fare", it also explicitly set out calculations carried out on the same basis (if not the exact same figures) as the Airfares Difference Claim which the Plaintiff has now brought against the Defendant.

118 However, there was no rebuttal by any of the Defendant's representatives to these assertions during the material period.

119 By virtue of the foregoing, I considered that the Plaintiff's entitlement to the Airfares Difference Claim has, in principle, been established.

120 As for the quantum of this claim, I have already found that the Plaintiff's Costing List figures were agreed between the parties hereto. Given that the number of participants for the LI 2018 Tour and the cost of George and Mano's

[44] BA171.

airfares for that trip were not seriously disputed, it followed that the Airfares Difference Claim should be allowed.

Illegality Argument

121 The Defendant raised a defence of illegality in response to the Plaintiff's claims herein, the basic premise of which appeared to be that:

(a) The Plaintiff is neither a charity registered under the Charities Act (Cap 37) nor an Institution of Public Character and does not hold a "fund-raising permit".[45]

(b) Accordingly, all "activities pertaining to fund-raising for donations from the public" carried out by the Plaintiff are "illegal" and monies received from the Plaintiff's fund-raising activities are "tainted with illegality".[46]

(c) The Plaintiff "operates substantively as an illegal business" and "any monies allegedly paid out is tainted with illegality" and "enforcement of such monies against the Defendant will be contrary to public policy".[47]

122 With respect, the Defendant's pleaded defence of illegality appears to be premised on a misapprehension about how the doctrine of illegality operates under Singapore law.

[45] DA2 at paragraph 6.

[46] DA2 at paragraph 6A1.

[47] DA2 at paragraph 21A1.

123 In the DCS, the Defendant has cited the decision of the Court of Appeal in *Ting Siew May v Boon Lay Choo and another* [2014] 3 SLR 609 ("**Ting Siew May**"), in support of its submissions on illegality. This decision in fact illustrates why the defence of illegality, as pleaded by the Defendant in DA2, cannot succeed.

124 First, in *Ting Siew May*, the Court of Appeal was concerned with *contracts* tainted by illegality and not "illegal business".

125 There is no statement in *Ting Siew May* which supports a proposition that so long as an entity "operates substantively as an illegal business", *all* the monies paid out by or to or on behalf of such an entity would be "tainted with illegality", as the Defendant seems to suggest.

126 Secondly, even if this Court takes a generous view of the DA2 and assumes that the Defendant means to run the argument that the Plaintiff engaged in some contract, pertinent to its claim herein, which was tainted by illegality, it would still be incumbent on the Defendant to identify the contract in question and demonstrate, by reference to evidence, that the contract so identified was infected by illegality, in accordance with the principles set out in *Ting Siew May*.

127 Assuming *further* that the Agreement between the parties herein pertaining to the LI 2018 Tour is a contract which the Defendant wishes to argue was tainted by illegality, the Defendant still has to demonstrate that it falls within a class of contract which, applying the principles set out in *Ting Siew May*, the Court would not allow the Plaintiff to enforce against the Defendant.

128 However, the Defendant has failed to do so here.

129 In the DCS, the Defendant submits that the "oral agreement" (presumably referring to the Agreement) is "clearly ex facie illegal" and "had an illegal object".[48]

130 With respect, asserting that the Agreement is illegal and should not be enforced on account of illegality is a circular argument, which begs the question of why the Agreement should be regarded by this Court as tainted by illegality.

131 The Defendant's contention, in this regard, appears to be that the Agreement "had an illegal object".[49] Whilst this is indeed a category of contracts which were recognised in *Ting Siew May* as being susceptible to being found to be void and unenforceable at common law, it is clear from that judgment that certain requirements would still have to be met.

132 For instance, in *Ting Siew May* at [45], the Court of Appeal referred to the question of whether the contract sought to be impugned had been entered into with the intention of contravening a statute. At [66] and [70] of the same judgment, the Court of Appeal made it clear that where a contract is entered into with the object of committing an illegal act, the court should still examine relevant policy considerations underlying the illegality principle so as to produce a proportionate response to the illegality *in each case*, setting out a list of five factors relevant to assessing proportionality.

133 In this case, whilst the Defendant devoted much effort in the DCS towards demonstrating that the Plaintiff had contravened the Charities Act by raising donations without a permit, the Defendant's counsel did not address the

[48] DCS at paragraph 71.

[49] DCS at paragraph 71.

requirements which would otherwise have to be satisfied before the Court would find that the *Agreement* is unenforceable by the Plaintiff against the Defendant.

134 Apart from highlighting evidence which the Defendant submitted showed that the Plaintiff was raising donations in contravention of the Charities Act, with one exception there was a complete absence of any discussion about how such fund-raising activities related to the Agreement and rendered it unenforceable by the Plaintiff against the Defendant. Many of the fund-raising activities referred to by the Plaintiff had nothing to do with the LI 2018 Tour at all.

135 The sole exception was found in paragraph 69 of the DCS, wherein the Defendant made the allegation that the PCL showed that the Plaintiff was using the LI 2018 Tour as a "means of collecting donations", referring to amounts that were to be paid to "Leket" and "Holocaust Survivors" in the PCL.

136 Even if this is true, the Defendant has still not engaged the proportionality considerations set out in *Ting Siew May* to demonstrate that the proportionate response here would be to refuse to allow the Plaintiff's claim against the Defendant.

137 Without purporting to make a definitive finding since these issues were not canvassed before me, it is at least possible to say that this would not have been a trivial exercise: the factors to be considered, as set out in *Ting Siew May* at [70], include the "conduct of the parties" and the "consequences of denying the claim".

138 In this regard, this Court was mindful that insofar as the evidence was concerned, Jenny referred in her AEIC to donations and contributions allegedly

solicited by the Plaintiff during the tours organised by the Defendant, albeit that she tried to distance the Defendant from the same by claiming that it did not disburse such funds.

139 Further, given that the LI 2018 Tour fees were collected by the Defendant, one consequence of denying the Plaintiff's claim is that it would leave the Defendant in possession of the fees collected, an issue which the Defendant tellingly chose not to address.

140 By virtue of the foregoing, I rejected the Defendant's submission that the Plaintiff's claim should be denied on the ground of illegality.

141 For the avoidance of doubt, in arriving at this conclusion, it will be apparent from the reasoning set out above that I have not needed to make a final determination as to whether the Plaintiff has or has not engaged in conduct that contravenes the Charities Act, and do not purport to do so.

Argument that USD 10,000 passed by Wendy to Mano on 9 December 2018 was a loan

142 It will be recalled, from the above, that it was the Plaintiff's case that instead of making available to it all the sums to which it had been entitled from the LI 2018 Tour fees, the Defendant had only passed a sum of USD 10,000 to the Plaintiff on 9 December 2018.

143 The Defendant argued that the conveyance of this sum of USD 10,000 was not evidence of an obligation on the part of the Defendant to provide the Plaintiff with monies to make Third Party Payments, but had instead been

carried out by Wendy to Mano as a loan from the Defendant to the Plaintiff.[50] In the DA2, the Defendant also asked for an order directing the Plaintiff to repay this USD 10,000 alleged loan to the Defendant.

144 In support of its averment that the sum of USD 10,000 provided by Wendy on 9 December 2018 was a loan, the Defendant's counsel highlighted that the Plaintiff had pleaded that this sum had been intended for the "Holocaust Survivors" but had instead been paid to Shavei Israel (this being the organisation that was involved in the Aliyah ministry[51]). The significance of this fact, according to the Defendant, was that it showed the Plaintiff had "full control in deciding the manner in which the loan was utilised, as it was never intended to be part of the Cost Listing from the very beginning".[52]

145 The Defendant's counsel also asserted that the Defendant had been "caught by surprise" when the Plaintiff asked the Defendant for a sum of USD 25,200 during the LI 2018 Tour.

146 With respect, given my view that the Plaintiff and Defendant were respectively entitled to certain portions of the LI 2018 Tour fees apportioned in the manner set forth in the PCL, the fact that the Plaintiff was entitled to decide how it wished to spend its portion of the said fees is not at all surprising, nor necessarily indicative that the sum of USD 10,000 was a loan.

147 As for the assertion that the Defendant was taken by surprise by the Plaintiff's request, this was simply not borne out by the evidence. Upon

[50] DCS at paragraph 103.

[51] See paragraph 96 above.

[52] DCS at paragraph 107(c).

receiving Mano's text message for "cash" to be passed to her that evening, Wendy's response was only that they "don't have enough cash today".

148 This statement was then immediately followed by an unconditional commitment that the cash would be prepared once the banks had opened the following day, which in turn *preceded* a further question from Wendy as to how much was actually required.[53]

149 When Mano then responded to indicate a sum of USD 25,200, Wendy still did not demur or raise any objection in *principle* to being asked to provide a substantial sum of cash. Instead, she only indicated that the Defendant would be able to provide a sum of USD 10,000, which corresponded to the sum eventually provided by Wendy to Mano on 9 December 2018.

150 Given that Wendy and Mano were clearly the persons most closely involved in the events leading to the granting of the alleged loan, in my view the Defendant's case was undermined by its failure to call Wendy to give evidence of the circumstances under which the loan had purportedly been extended.

151 For completeness, the decision in *Lim Swee Joo v Nan Bei Dou Mu Gong* [2024] SGHC 33 ("***Lim Swee Joo***"), cited in the DCS, does not assist the Defendant.

152 In *Lim Swee Joo*, the issue under consideration was whether monies provided by the plaintiff in that case to the defendant temple were loans or *gifts*, which distinguishes it from the facts in this case where the issue is whether the sum of USD 10,000 was conveyed by the Defendant to the Plaintiff as a loan or

[53] BA43.

pursuant to a contractual entitlement (i.e. under the framework established pursuant to the PCL).

153 Further, as Chan Seng Onn J opined in *Lim Swee Joo*, when considering the plaintiff's claim for a debt, "there is **no presumption that an obligation to repay arises from mere receipt of a sum of money**" (emphasis added), and that the burden was on the party asserting that loans had been made, of proving the same.[54]

154 In the premises, I was not satisfied, on a balance of probabilities, that the sum of USD 10,000 had been provided by the Defendant to the Plaintiff as a loan.

The Defendant's Counterclaims

155 The Defendant's counterclaims stemmed primarily from a number of invoices issued by the Defendant to the Plaintiff, seeking payments for services allegedly rendered by the Defendant to the Plaintiff or in respect of expenses incurred on behalf of the Plaintiff.

156 The Defendant grouped these invoices into various categories in the DA2:

(a) invoices related to a Malacca Gateway Conference 2017 (the "**MGC 2017**");[55]

[54] *Lim Swee Joo* at [40] and [41].

[55] DA2 at paragraph 25.

(b) invoices related to a 2017 tour to Israel and Prague/Vienna (the "**LI 2017 Tour**");[56]

(c) invoices related to the purchase of various flight tickets for George in November 2018;[57]

(d) invoices related to the LI 2018 Tour;[58] and

(e) invoices related to the purchase of various flight tickets for George in January 2019.

157 The Defendant also pleaded a counterclaim based on an alleged loan of the sum of USD 10,000 which was conveyed by Wendy to Mano on 9 December 2018. I have already provided my views on this claim above.[59] The counterclaim based on this loan was therefore dismissed.

Preliminary comments

158 At the outset, the fact that all of the counterclaims are framed by reference to invoices makes it plain that the counterclaims are premised on one or more agreements between the Plaintiff and the Defendant.

159 As such, in order to succeed on its counterclaims, the Defendant had to prove the aforementioned agreement or agreements and the terms which the Defendant alleges gave it the right to claim, from the Plaintiff, the sums forming the subject of its counterclaims.

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[56] DA2 at paragraph 26.

[57] DA2 at paragraph 27.

[58] DA2 at paragraph 27A1.

[59] See paragraphs 142 to 154 above.

160 Obvious as this may seem, the Defendant failed to meet the evidential threshold in relation to some of the counterclaims.

161 First in relation to the MGC 2017, in paragraph 25 of the DA2, the Defendant pleaded, *inter alia*, that in February 2017, the Defendant entered into an "oral agreement" to provide travel agency services for the MGC 2017, on certain terms specified in that same paragraph.

162 Even looking beyond the absence of any pleading as to who on behalf of each of the Plaintiff and the Defendant had entered into this "oral agreement", throughout Jenny's three AEICs, there was no independent or documentary evidence that supported the existence of such an agreement on the terms pleaded in the DA2.

163 For instance, in paragraph 57 of her 1SAEIC, dealing with the MGC 2017 Jenny only repeated, in substance, the pleadings in paragraph 25 of the DA2, without adducing any evidence or even additional information to support the Defendant's pleadings. Indeed, when it was put to her at trial that she had not been "involved at all in the planning of the [MGC 2017]", her response was that she had not been "directly involved", albeit that she added, nebulously, that she would know when money was "spent for the conference to pay".[60]

164 Jenny's evidence in relation to the LI 2017 Tour was similarly sparse, and similarly comprised assertions made without any supporting documentation apart from the disputed invoices themselves.[61]

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[60] NE 22 July 2024 93/20-25.

[61] Jenny's 1SAEIC at paragraph 60.

165 In my view, in relation to invoices issued in relation to events such as the MGC 2017 and LI 2017 Tour, it was particularly important for the Defendant to adduce evidence of the specific terms allegedly agreed between the parties as to whether and, if so, which party would be responsible for paying certain costs and expenses, including those which were the subject matter of the invoices forming part of the counterclaim.

166 This was because, as already seen with the dispute surrounding the LI 2018 Tour, there was a *third* possible source of funds available to meet such expenses, besides the Plaintiff and the Defendant, namely, the tour fees collected from the tour or event participants.

167 Indeed, this was the very point made by the Plaintiff in relation to some of the invoices put forward in the counterclaim.

168 For instance, under cross-examination, Mano gave evidence that the cost for guest speakers at the MGC 2017 were included "under the registration".[62] I appreciate that Mano also agreed that the Plaintiff would cover the cost of their accommodation and flights but with respect, this is neither here nor there because, as seen earlier, one issue which the parties have had to resolve, in relation to events on which they were both involved, was whether certain portions of the tour fees would be for the use of the Plaintiff or the Defendant.

169 I highlight the foregoing only to make the point that, given the obvious disagreement between the parties over whether the Plaintiff was required to make payment to the Defendant for certain expenses, it was incumbent upon the Defendant, *as a starting point*, to at least adduce evidence of the existence and

[62] NE 8 April 2024 12/3-8.

terms of any agreement which the Defendant alleges was reached between the parties. In the absence of such evidence, I was unable to see how the Defendant had proven its case, in relation to the invoices stemming from such an agreement, on a balance of probabilities.

Counterclaims for invoices pertaining to MGC 2017 and LI 2017 Tour

170 The upshot of the foregoing reasoning was that insofar as the invoices pertaining to the MGC 2017 and LI 2017 Tour were concerned, the counterclaims could not succeed because, as highlighted earlier, the Defendant simply did not adduce evidence to prove the terms of any legally binding agreements which had been entered into between the parties governing how the expenses for those events were to be met.

171 The counterclaims pertaining to these two events were therefore dismissed.

172 For the avoidance of doubt, the foregoing decision disposed of the Defendant's counterclaims pertaining to the following invoices:

(a) 17001;

(b) 17037;

(c) 17037A;

(d) 17081A;

(e) 17226;

(f) 17336;

(g) 17338;

(h) 17339;

(i) 17341; and

(j) 17342.

Counterclaims for invoices pertaining to air tickets

173 A number of counterclaims pertained to expenses allegedly incurred by the Defendant in purchasing air tickets on behalf of and on the instructions of George. These were the subject of the following invoices:

(a) 17609: flight ticket for George amounting to S$524;

(b) 17614: flight ticket for George amounting to S$1,082;

(c) 17647: flight ticket for George amounting to S$1,960;

(d) 17648: flight ticket for George amounting to S$222;

(e) 17653: flight ticket for George amounting to S$338; and

(f) 17654: flight ticket for George amounting to S$348.

174 The aggregate sum of the foregoing invoices (collectively, the "**Flight Ticket Invoices**") was S$4,474.

175 Whilst supporting documentation for the underlying flight bookings which were the subject matter of these invoices has not consistently been provided by the Defendant, the primary response by the Plaintiff to the Flight Ticket Invoices was that *it had tried to tender payment for the same*.[63]

[63] See Plaintiff Reply to Annex A Tabulation filed 14 April 2025 page 6, s/no.15.

176 In this regard, Mano specifically referred, in her AEIC, to a cheque issued by the Plaintiff on 15 March 2019, for an amount of S$4,474 as payment for the Flight Ticket Invoices, albeit that she also highlighted that the Defendant had failed to present the cheque for payment.[64]

177 I agree with the Defendant that this statement by the Plaintiff's own witness is sufficient to establish the Plaintiff's liability to pay the amounts claimed under the invoices currently being considered.

178 Further, since the Plaintiff accepted that its cheque was not presented for payment, this meant that no payment was made to the Defendant for the said invoices, *which therefore remain due and owing*. The fact that the Defendant failed to present the Plaintiff's cheque for payment was neither here nor there in this regard, as the Plaintiff did not put forward any legal principle that would bar the Defendant from succeeding in its counterclaims based on the Flight Ticket Invoices on account of a failure to present the Plaintiff's cheque for payment.

179 The Defendant was therefore entitled to a sum of $4,474 for the counterclaims premised on the Flight Ticket Invoices.

Counterclaims for invoices pertaining to LI 2018 Tour

(1) Invoices 17409A, 17641 and 17642

180 The counterclaims for invoices pertaining to the LI 2018 Tour have to be considered in more detail, given the relative abundance of evidence adduced in relation to this event.

[64] Mano's AEIC at paragraphs 51 and 52.

181 I start with the group of invoices numbered 17409A, 17641 and 17642. These comprised expenses allegedly incurred by the Defendant in relation to:

(a) 17409A: a telegraphic transfer to Mr Richard Abele of S$3,342;

(b) 17641: cost of accommodation at Caesar Premier Hotel in Tiberias for Mr Richard Abele (also known as Joel Richardson[65]), Mr Avner and Mrs Rachael Boskey amounting to USD 1,642.68; and

(c) 17642: balance payment of LI 2018 Tour fees for Priscilla d/o George Annadorai ("**Priscilla**") and Esther Sumandran Annadorai ("**Esther**"), who are respectively the daughter and granddaughter of George and Mano, amounting to S$9,000.[66]

182 The Plaintiff's primary response to this claim was that these expenses ought to have been met out of the LI 2018 Tour fees, by diverting funds that had been collected as part of the LI 2018 Tour fees which had been provisioned for two invited guests who eventually did not attend the tour, identified by the Plaintiff as "Pastor Hendro" and "Pastor Widaya".[67]

183 It bears noting, in this regard, that whilst the PCL for Option B did not contain any reference to these two persons, the PCL for Option A did contain an item entitled "FOC (Hendro & Widya)" for which a sum of S$50 per person was provisioned.

184 It was not disputed that 88 persons signed up to Option A for the LI 2018 Tour. This gives a total of S$4,400 which was available under the item entitled

[65] NE 28 June 2024 12/24-13/2 and 29 October 2024 82/6-8.

[66] NE 5 April 2024 60/1-12.

[67] Mano's AEIC at paragraph 53.

"FOC (Hendro & Widya)", contrary to the assertion in Mano's AEIC that a sum of "approximately $5,000" had been factored in the airfare expenses of "Pastor Hendro" and "Pastor Widaya".

185 Comparing this provision of $4,400 with the sums claimed in invoices 17409A, 17641 and 17642, it is plain that the provision for the two absent "Pastors" would not have been sufficient to meet all the expenses in these invoices, which I should add the Plaintiff did not dispute were incurred.

186 The balance tour fees for Priscilla and Esther, on their own, amounted to $9,000. Whilst Mano also claimed that she had paid for their airfares by making two payments amounting to S$4,604 to the Defendant, even if this statement is taken at face value, this would not wholly extinguish the amount due under invoice 17642. In any event, a perusal of invoice 17642[68] revealed that in respect of the expenses claimed under this invoice, in arriving at the sum of $9,000, the Defendant had already given the Plaintiff credit for a "deposit" of $4,000. Under cross-examination, Mano agreed that her payment of $4,000 had indeed been made as the deposit for the LI 2018 Tour, which was consistent with the contents of invoice 17642, although I accepted that the remaining sum of $604 did not appear to have been reflected in invoice 17642.

187 In summary, insofar as the counterclaims for invoices 17409A, 17641 and 17642 were concerned, I found that the Defendant was entitled to the sums of S$3,342 and S$9,000, less $604 (referenced in paragraph 53(d) of Mano's AEIC) and $4,400 (provisioned under "FOC (Hendro & Widya)" in the PCL), as well as to a separate sum of USD 1,642.68.

[68] 1DBD520.

(2) Invoice 17627

188 This was a counterclaim for the "balance tour package payment" for one Ms Papaala Padmavathi ("**Padma**") in the sum of $1,000. Essentially, it was the Defendant's case that the Plaintiff had agreed to bear part of the fees for the LI 2018 Tour on behalf of Padma, who was a friend of Mano and whom the latter had invited to join the LI 2018 Tour.[69]

189 It was also highlighted that under cross-examination, Mano had agreed to offer part payment of $500 towards invoice 17627 as Padma was experiencing financial difficulties during the material period.[70] That being said, Mano was also firm in maintaining that although she had informed Wendy of her offer *to Padma* to bear $500 of the tour costs, this did not amount to an undertaking that *the Plaintiff* would bear the outstanding amount of Padma's LI 2018 Tour fees.

190 Beyond the foregoing, there was a dearth of evidence pertaining to this counterclaim. Jenny did not provide any substantive evidence on this counterclaim in her AEIC, beyond exhibiting the invoice. Her assertions on the stand were completely unsupported.

191 In the premises, I am simply unable to see how the Defendant could be said to have proven, on a balance of probabilities, that the *Plaintiff* was legally bound to pick up the outstanding balance of Padma's tour fees even if it is still due and owing.

192 The counterclaim premised on this invoice was therefore dismissed.

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[69] DCS at paragraph 97.

[70] DCS at paragraph 98.

(3) Invoice 17643

193 This was an invoice for a relatively substantial sum of USD 20,000, purportedly for expenses incurred by the Defendant to make certain arrangements for the "High Tea" event on 9 December 2018, during the LI 2018 Tour. In particular, the invoice highlights "booking of the entire dining hall", "free flow of food and beverages" and "decoration".[71] It was not disputed that the "High Tea" event had been held at the Grand Court Jerusalem ("**GCJ**"), a hotel located in Jerusalem, Israel.

194 When Mano was asked, under cross-examination, whether the Plaintiff disputed this invoice, all that she said was that she "did not receive the actual costing from the hotel", whilst accepting that the Defendant did "expend money upfront" for that event.[72]

195 Whilst no supporting documentation for this invoice was exhibited in Jenny's AEIC, the Defendant obtained leave to call a witness, Ms Ronit Dayan ("**Dayan**"), to give evidence of a letter (the "**GCJ Letter**"), dated 27 May 2024 and purportedly issued by the GCJ, confirming that the Defendant "fully paid" for a "hi-tea" event at the GCJ on 9 December 2018 and that the total amount paid included USD 20,000 "for the Holocaust Survivors and members of the Bnei Manasseh Tribe (as there were 200 survivors and 200 tribe members)".[73]

196 In her AEIC, Dayan described herself as the General Manager of GCJ. The GCJ Letter carried her name and signature in its signature block.

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[71] 1DBD522.

[72] NE 8 April 2024 66/26-67/15.

[73] Dayan's AEIC at page 4.

197 The Plaintiff has submitted that Dayan's evidence does not assist the Defendant in relation to its counterclaim for sums due under invoice 17643.

198 Its position in this regard is premised on a number of criticisms of Dayan's evidence, chiefly stemming from Dayan's failure to include documents such as "invoices, receipts etc"[74] supporting the amount of USD 20,000 mentioned in the GCJ Letter.

199 With respect, the proper analysis, in my view, of the state of the evidence is that Dayan's attendance at trial, as an independent witness whose credentials were not challenged, shifted the evidential burden to the Plaintiff to show that Dayan's evidence ought not to be believed.

200 However, the Plaintiff did not itself provide any objective independent evidence at all to challenge either Dayan's credentials or the facts she asserted in her AEIC, including in the GCJ Letter.

201 As the Plaintiff failed to do so, I was of the view that the Defendant had discharged its burden of proving that it did make the payment of USD 20,000.

202 For completeness, there was also a suggestion in the PCS[75] that Dayan could possibly not have authored the GCJ Letter because she could not give a "coherent explanation" as to why she put a defined term in parenthesis in the GCJ Letter. This appeared to be the Plaintiff grasping at straws. The only question put to Dayan in this regard was why she had written "Event" with a capital "E" and in inverted commas and parentheses without any additional context being provided for the question. Dayan's response was that this was

[74] PCS at paragraph 132.

[75] PCS at paragraph 134.

because it was an event as opposed to a normal tour. With respect, given the lack of context about the question, it is hardly surprising that the witness' response to the question may not have perfectly matched the Plaintiff counsels' expectation of what would have amounted to a "coherent explanation".

203 As I rejected the Plaintiff's defences to the counterclaim for this invoice and accepted Dayan's evidence on the same, this counterclaim for USD 20,000 was allowed, subject to one proviso.

204 I have earlier in these grounds expressed the view that the Plaintiff has not demonstrated that the amounts budgeted and collected from the LI 2018 Tour participants for the item entitled "Aliyah (High Tea)" in the PCL had been intended for its use.[76] As such, given that a sum of S$5,850 (S$50 multiplied by 117 participants) would have been collected under this item, the sum due to the Defendant under this item should be USD 20,000 but reduced by S$5,850 to account for amounts collected from the LI 2018 Tour participants.

205 In this regard, under cross-examination, Mano agreed that whilst the costs for the "Aliyah (High Tea)" event had been factored into the PCL, at the time the PCL was being prepared, there was a lack of clarity as to how many people would actually attend the event and that the budgeted amount might not be sufficient to cover the actual costs of the event.[77]

206 I do appreciate that Mano then went on to assert that if the costs of the event overran the budget, these should be covered from a sum that had been budgeted into the PCL as a "buffer". However, she ultimately had to agree that

[76] See paragraph 84 to 88 above.

[77] NE 8 April 2024 73/23-74/5.

if there was a shortfall even accounting for this "buffer", the Plaintiff would be liable for the same and would provide a "top up".[78]

207 In any event, it is unclear precisely what made up the "buffer" she was referring to; I note, in this regard, that only the PCL for Option B (with 29 participants for the LI 2018 Tour) contained an item entitled "contingencies and miscellaneous" of S$400 per person and there was no evidence before this Court to demonstrate how much was actually available to the Defendant to specifically meet the expenses of the "Aliyah (High Tea)" event.

(4) Conclusion: Invoices relating to the LI 2018 Tour

208 It followed, from the above, that insofar as the counterclaims pertaining to invoices relating to the LI 2018 Tour were concerned, the Defendant was entitled to the following:

(a) For invoices 17409A, 17641 and 17642: S$7,338 (being the sum of S$3,342 and S$9,000 less $604 and $4,400) and USD 1,642.68;

(b) For invoice 17643 (relating to the GCJ): USD 20,000 less S$5,850.

209 In summary, the Defendant was entitled to a sum of S$7,338 and USD 21,642.68 less S$5,850 for the invoices pertaining to the LI 2018 Tour.

[78] NE 8 April 2024 74/16-30.

Plaintiff's general objection to certain invoices

210 It may be apposite, at this time, to deal with a broad objection raised by the Plaintiff to the majority of the invoices relied upon by the Defendant for its counterclaims.

211 To elaborate, the Plaintiff highlighted that apart from certain invoices pertaining to the LI 2017 Tour, which were sent to the Plaintiff under cover of an email dated 22 November 2018 ("**Exhibit P2**"), the remainder of the invoices in respect of which the Defendant has sought payment had not been sent to the Plaintiff until sometime after the commencement of these proceedings.

212 As such, the Plaintiff argued, the invoices that were not contained in Exhibit P2 (the "**Non-P2 Invoices**") must have been specifically "generated" by the Defendant as a means of "getting back" at the Plaintiff and were hence without basis.

213 With respect, this argument seems to conflate the Defendant's motivation for rendering the Non-P2 Invoices with its entitlement to render them. It does not follow that, because payment on certain invoices was sought after these proceedings were commenced, these invoices must necessarily be without basis.

214 Limiting myself to those counterclaims which I have allowed, as I have explained earlier, there was sufficient evidence, *apart from the invoices themselves*, to show that the Defendant was entitled to payment of the sums claimed, to the extent that the invoices themselves only served as *records* of demands for payments to which the Defendant was otherwise entitled.

Judgment

215 Stemming from my findings above, I granted final judgment in the following terms:

(a) The Plaintiff's claim was allowed in its entirety and the Defendant was ordered to pay the Plaintiff the sum of S$85,500 in respect of the same, with interest at 5.33% per annum from the date of the Writ of Summons.

(b) The Defendant's counterclaim was allowed in part and the Plaintiff was ordered to pay the Defendant the following sums:

(i) S$4,474 for the Flight Ticket Invoices;

(ii) S$7,338 and USD 21,642.68 less S$5,850 in relation to the invoices pertaining to the LI 2018 Tour;

(iii) Interest on the foregoing sums at 5.33% per annum from the date of filing of the Defence (Amendment No.1), being the date on which the sums in the counterclaims which I allowed were first asserted.

216 For completeness, following written submissions on costs and disbursements tendered by the parties, on 14 November 2025, the Defendant was ordered to pay the Plaintiff's costs of this action fixed at S$44,149 on the standard basis and the Plaintiff's disbursements fixed at S$13,748.15.

Teo Guan Kee
District Judge

Mr Yam Wen Ee Benjamin [Messrs Myrtle & Jens] for the plaintiff;
Mr Quek Wen Jiang, Gerard and Mr Chua Ze Xuan [PDLegal LLC] for the defendant.