

Public Prosecutor v Low Xin Yi
[2018] SGDC 79

Case Number : DAC Nos 927353, 927355-62, 927365-67 of 2015

Decision Date : 26 March 2018

Tribunal/Court : District Court

Coram : Hamidah Bte Ibrahim

Counsel Name(s) : Mr Tan Zhongshan (DPP) for the Public Prosecutor; Mr Derek Kang (M/s Ho & Wee LLP) for the accused person.

Parties : Public Prosecutor — Low Xin Yi

[LawNet Editorial Note: The appeal from this decision in MA 9379/2017/01 against conviction and sentence was dismissed on 20 July 2018. The sentence was deferred until after / would commence after the completion of the term of imprisonment imposed on DAC 925035/2016 and DAC 925036/2016.]

26 March 2018

District Judge Hamidah Bte Ibrahim:

The accused person, female, aged 35 years, claimed trial to 14 charges under the Penal Code, Chapter 224 which consist of 1 charge of criminal breach of trust (CBT) as a servant under section 408, by dishonestly misappropriating \$35,044 belonging to M/s Gloree Tours and Travels Private limited (Gloree), 11 charges of forgery under section 465 and 2 counts of falsification of accounts under section 477A.

The Charges

2 The particulars of the charges are as follows:

S/N	Case No:	Section	Remarks	Victim
1	DAC-927353-2015 (C1 - 1st charge)	<i>Sec 408</i>	Misappropriated \$35,044	Gloree Tours and Travels
2	DAC-927355-2015 (C2 - 3rd charge)	<i>Sec 465</i>	Forged receipt amounting to \$3,020	Stella Tang
3	DAC-927356-2015 (C3 - 4th charge)		Forged receipt amounting to \$1,070	Kea Lay Ting
4	DAC-927357-2015 (C4 - 5th charge)		Forged receipt amounting to \$1,070	Lee Sok Teck

5	DAC-927358-2015 (C5 – 6th charge)	Sec 477A	Forged receipt amounting to \$4,792	Bonnie
6	DAC-927359-2015 (C6 – 7th charge)		Forged receipt amounting to \$2,100	Evon Lim
7	DAC-927360-2015 (C7 – 8th charge)		Forged receipt amounting to \$12,110	Charlie Teo
8	DAC-927361-2015 (C8 – 9th charge)		Forged receipt amounting to \$3,180	Ng Ka Nee
9	DAC-927362-2015 (C9 – 10th charge)		Forged receipt amounting to \$4,160	Joey Cheah
10	DAC-927363-2015 (C10A – 11th charge)		Forged invoice amounting to \$1,000	Chin Siew Nai
11	DAC-927364-2015 (C11 – 12th charge)		Forged receipt amounting to \$1,000	Hoh Li Li
12	DAC-927365-2015 (C12 – 13th charge)		Forged receipt amounting to \$4,320	Nancy Chay Wan Chin
13	DAC-927366-2015 (C13A – 14th charge)		Falsified invoice OBX01079	Evon Lim
14	DAC-927367-2015 (C14A – 15th charge)		Falsified invoice OBX02035	Hoh Li Li

3 I found the accused guilty and convicted her on all the charges, except for the 11th and the 12th charges. For these 2 charges she was granted a discharge amounting to an acquittal upon the application of the prosecution. The accused was sentenced to serve 10 months imprisonment for the CBT charge (DAC 927353/2015) and 1 month imprisonment for each of the remaining charges. The terms of imprisonment for the CBT charge, the first section 465 and the first section 477A charges were ordered to run consecutively, making it a total of 12 months.

4 The accused is now appealing against her conviction and sentence.

The Agreed Statement of Facts

5 At the commencement of the trial, the prosecution and the defence tendered an Agreed Statement of Facts (ASOF). It reads as follows.

Introduction

1 Low Xin Yi ("Jessie") is a 34-year-old female Malaysian citizen and Singapore PR (DOB: 20 March 1982; NRIC: XXX).

2 Gloree Tours & Travel Pte Ltd ("Gloree") is a Singapore-incorporated company which operates a travel agency business.

3 On 1 July 2012, Jessie commenced work at Gloree as a tour manager. Her responsibilities as a tour manager included dealing with customers and receiving payments from customers for tour packages.

The accused's dealings with customers

4 Between 31 August 2012 and 4 December 2012, Jessie received money from 10 customers for the purpose of payment for tour packages which these customers had purchased from Gloree. These monies were received by Jessie in her capacity as a tour manager employed by Gloree.

5 Apart from receiving money from the 10 customers, as described in paragraph 4 above, Jessie also gave these customers certain documents in connection with the tour packages. Jessie had prepared these documents on a computer and printed them.

6 The details of the events referred to in paragraphs 4 and 5 above are set out in the table on the next page:

S/N	Date when money was received by Jessie	Customer	Amount received by Jessie from customer	Documents prepared and given by Jessie to customer ^[note: 1]
1.	31 Aug 2012	Kea Lay Ting	\$2,140 (cash)	Invoice No. OBX00661
				Receipt No. OBX661 stating "Received from: Kea Lay Ting"
				Receipt No. OBX661 stating "Received from: Lee Sok Teck Jimmy"
2.	28 Sept 2012	Nancy Chay Wan Chin	\$4,320 (cash)	Invoice No. OBX00735
3.	1 Oct 2012	Stella Tang	\$3,020 (cash)	Invoice No. OBX00732
				Receipt No. OBX732
4.	9 Oct 2012	Francine Tu Chen Chen	\$12,110 (cash cheque) ^[note: 2]	Invoice No. OBX00787
				Receipt No. OBX787
5.	11 Oct 2012	Bonnie Lee Kam Peng	\$4,792 (cash)	Invoice No. OBX00960
				Receipt No. OBX960
6.	16 Oct 2012	Chin Siew Nai	\$1,000 (cash)	Invoice No. OBX01001
7.	17 Oct 2012	Joey Cheah Wen Hooi	\$4,160 (cash)	Invoice No. OBX00976
				Receipt No. OBX976
8.	20 Oct 2012	Ng Ka Nee	\$3,180 (cash)	Invoice No. OBX01018
9.	1 Nov 2012	Evon Lim	\$2,100 (cash)	Invoice No. OBX01079
				Invoice No. OBX01103
				Receipt No. 1079/1103
10.	4 Dec 2012	Hoh Li Li	\$2,352 (cash)	Invoice No. OBX02035
Total			\$39,174	

7 A total of \$39,174 was thereby received by Jessie between 31 August 2012 and 4 December 2012 for the purpose of payment for tour packages, in her capacity as a tour manager employed by Gloree.

8 In respect of the customer Chin Siew Nai, a sum of \$296 was separately transferred by Chin Siew Nai to Gloree's DBS Current Account xxx ("the Account") on or about 16 October 2012 being the balance due from her for Invoice No. OBX01001.

9 With respect to S/N 4 in the table above, Jessie cashed the said cheque over the counter on 9 October 2012.

Gloree's bank statement

10 An extract from the bank statement of the Account between 8 October 2012 and 15 October 2012 is enclosed as Annex L.

The Prosecution's Case

6 The prosecution called 11 witnesses to prove their case. The list is as follows:

Witness no	Name of Witness	Role
PW1	Lee Chiew Khim @ Emilyn (Emilyn)	Director of Gloree Tours & Travel
PW2	Chay Wan Chin @ Nancy (Nancy Chay)	Customer of Gloree
PW3	Teo Beng Chye Charlie (Charlie Teo)	Customer of Gloree
PW4	Tor Eng Kai @ Ken (Ken)	Sales Executive at Gloree
PW5	Norashikin D/o Ahamed Kabeer Marican (Norashikin)	Operations manager (for inbound reservations) at Gloree
PW6	Ang Kok Kiong @ Alex (Alex)	Corporate sales staff at Gloree
PW7	ASP Lim Hwei Hwei, Anne (ASP Lim)	Initial investigating officer (IO)
PW8	Insp Lau Teck Sing (Insp Lau)	Second IO
PW9	Nyan Hooi Eow @ Anthony (Anthony)	Accounts assistant at Gloree
PW10	Morteza Khodaparast (Morteza)	Director of Gloree
PW11	Insp Chun Yong Seng (Insp Chun)	Current IO

Evidence of Lee Chiew Khim @ Emilyn (Emilyn), PW1

7 Emilyn, who formally became a director of Gloree around September 2012, testified that Gloree started in 2009. She helped the founder and the local partner, one Mr Qumars Akebari (Qumars), to set up the company as she was working for him. She attended the management meetings as Qumars was not involved in the daily operations. The active partner in the company was one Morteza Khodaparast (Morteza), PW10. Gloree started as an inbound travel agency in that the company would bring in tourists and deal with all the necessary arrangements. The directors wanted to expand and decided that they would offer packages to bring customers for overseas holidays. This led to the employment of the accused, whom she knew as Jessie, on 1 July 2012 as a tour/sales manager for the outbound department.

8 At the time that the accused was employed there was another director by the name of Sally Cheah and other staff including Anthony Nyan Hooi Eow, PW9 and one Ramonette (Ram) who were in charge of the accounts. (Ram left Gloree at the end of 2013 and was uncontactable.) The staff were supervised by Morteza and Sally. The accused's role involved putting up tour packages and doing booking of tickets for the customers. One Tor Eng Kai @ Ken (Ken), PW4, a sales executive was also in the outbound department. The accused did online promotions via groupons and deals.com and the China packages especially,

had very good response. She worked independently as she was an experienced staff who had previous knowledge. Sally left Gloree in September 2012 and that was when Emilyn replaced her as the director and shareholder. Emilyn and Morteza then ran the operations of Gloree.

9 Emilyn explained that when customers make a booking for an outbound package, an invoice will be issued to them, with details as to the amount payable and the type of packages which they have bought. The accused would prepare the invoices for all her customers using the template by Word or Excel. The reference used was "OBX" which referred to outbound and "X" was the initial for the accused. The original invoice would be given to the customer and a copy given to the Finance Department for them to key into their system to check on the receipt of payments. If the customer made a payment in cash, the cash would be handed to the Finance Department for them to record, bank in and to issue a receipt for that particular cash transaction.

10 With regard to cash receipts, Gloree had its own receipt book, which was in a booklet format. Morteza had proposed, about a year after Gloree started, that he wanted the booklet to be printed for tracking and recording purposes, as there will be a serial number and for Finance to issue the receipts. His proposal was agreed to by the management staff, including Sally, Qumars and Emilyn. For each transaction, there will be 3 copies and the first copy from the booklet receipt book will go to the customer, the second will be retained by Finance and the third copy remain in the booklet itself. Only the Finance staff, namely Anthony and Ram were authorised to issue receipts and the receipt book was kept by them. If they were not around when cash is received, the staff was expected to wait for them to return to the office. Emilyn was referred to 2 A4 size receipts, A2 and A3 in the ASOF which were issued by the accused and said that these are not authorised receipts of Gloree. She went on to say that once a customer has made payment for air tickets for their packages Gloree would proceed to issue the tickets as soon as possible, as there was a possibility that seats might not be available or the price may go up. Gloree will arrange to book the air tickets through companies, like NTUC, who are authorised to get air tickets from the airlines.

11 During an investigation when customers complained that they had made full payment to the accused and had not received their tickets, Gloree discovered that unauthorised receipts had been issued by the accused. It did not have records of monies paid by the 10 customers to the accused (details in page 2 of the ASOF) except that \$1,170 was received from the \$2,140 paid by Kea Lay Ting, \$560 from the \$2,100 paid by Evon Lim by Anthony and \$1,000 was received from the \$2,352 paid by Hoh Li Li by Ram. These 10 customers had booked the Shanghai tour package through the accused which included air tickets. The accused was responsible for booking the air tickets for these 10 customers but she did not do it. According to Emilyn, the records at Gloree did not show bookings or reservation for air tickets were made for these 10 customers.

12 On the 11 January 2013 the accused sent an email saying that she will be resigning with immediate effect and that she was in Malaysia and uncontactable. When the accused contacted one of the staff at Gloree it was then discovered that she was not in Singapore but was actually at another travel agency named Glaxis Travels. Subsequently, the accused met Emilyn and Morteza on the 14 January 2013 to discuss the accused handing over her files and giving an account of her outstanding matters. At this meeting, a document was prepared which listed out the items which the accused had to hand over to Gloree. The accused's husband one Jeffrey and Alex, one of the staff of Gloree were also present. The accused signed this document, P23, and agreed to return a week later, on the 21 January 2013, to supply all the information but she did not turn up.

13 With regard to Ram, Emilyn explained that she had left Gloree at the end of 2012 and was uncontactable currently. There was a meeting after February 2013 when Ram was present because the accused told some of the customers that she had passed the monies to Ram, who denied that she had received them.

14 Emilyn testified that Ram told her that because she was busy, she passed to the accused cash and banking in slips and asked the accused to bank in the cash at the bank for her into Gloree's bank account, a few days before the 9 October 2012. When Ram realised that the accused had not done it, after a few days, she chased the accused to deposit the monies quickly. The accused complied by depositing her personal cheque in the sum of \$13,993.74 but this cheque bounced. Emilyn recalled that the accused said at the meeting of 8 March 2013 that the \$13,993.74, represented by the cheque which she had deposited, included the sum of \$12,110 from Charlie Teo which she had cashed out.

Evidence of Morteza Khodaparast (Morteza), PW10

15 Morteza is a former director of Gloree. He became a director in 2009 when the company was first set up and was in charge of operations, sales, marketing and finance. Gloree was a travel agency which started doing inbound travel but later sometime in 2011 it was extended to the outbound whereby they arranged for trips outside Singapore. His friend, one Sally

Cheah, then became a director of Gloree and when she left, Emilyn took over her position.

16 On the 1 July 2012 the accused was employed by Gloree as a tour manager in charge of the outbound department. She sold tour packages to the customers, dealt with them and received payments from them. She had a junior staff named Ken who later resigned and later there was a Jim and one Alex who worked with her. Gloree was at first operating from People's Park and moved to Beach Road in October 2012.

17 When the accused joined Gloree, she was given a briefing as to the work processes in the company. If she received cash or cheques from the customers, the accused must deliver the cash or cheques to the Finance Department, get the receipt from this department and give it to the customer. The accused does not issue receipts. Apart from the Finance section, Emilyn and himself, no one else in Gloree was allowed to issue receipts. When referred to A1 of the ASOF, Morteza said that the email address as reflected is not Gloree's email address. He confirmed that P1 was a receipt used by Gloree and this was the only type of receipt which was used. A few months after the company was started, Morteza made a decision for Gloree to use the receipt like P1, which had 3 copies, 1 for the customer, 1 for internal purposes and 1 for audit report. When Sally joined Gloree in 2011, there was no change in so far as receipts were concerned and the company carried on using receipts like P1. Morteza had never seen receipts as shown in D3 being used in Gloree.

18 After office hours and if the Finance Section and the directors were not around, the staff is not supposed to collect cash from the customers. They can only collect cheques or cash cheques made payable to the company which they must pass to the Finance Section the very next day. All the receipts in the ASOF were not authorised receipts of Gloree and the accused was not supposed to have the company's stamp.

19 When questioned on Charlie Teo's cheque of \$12,110, the accused told Morteza that she had already paid to Ram and when he asked her where the receipt was, the accused had no answer. The accused claimed that the sum of \$13,993.74 represented the cash cheque from Charlie Teo too. When referred to P6 to P11, Morteza said that these represent monies he collected from Kuala Lumpur from their agents on 3 October 2012. Upon his return to the office, he passed the monies to the Finance section.

20 After the accused left Gloree and was found to be working in Glaxis, there was a meeting with her on the 14 January 2013 to discuss the handing over of the matters/files of Gloree and while it was fixed for her to return on the 21 January 2013, she failed to turn up. On the 30 January 2013, Morteza received a call from Alex, PW6, a former employee of Gloree, who said that the accused told him over the phone that he need not worry as she had burnt the files. The accused had collected some monies due to Gloree from China but she did not account for them despite numerous requests made to her. While the accused had emailed on 11 January 2013 her resignation she was actually working in Glaxis and Alex had joined her. He did not know why she had tendered her letter of resignation.

21 In cross-examination, Morteza testified that once a customer makes payment, whether as a deposit or in full, for an air ticket, an invoice will be generated from Gloree's computer through the MYOB system. The sales staff who dealt with the customer must sign the invoice and passed all payments to Finance for them to issue the receipt, which is in the format of the cash receipt booklet. This booklet is kept by the Finance Department. He disagreed that the Finance staff do not stay back after official hours. The staff were not allowed to collect any payment without the official Gloree receipt. There is one ongoing receipt booklet in Finance Department which they can use and he had access to it after the Finance staff leaves for the day. Morteza disagreed that he had allowed the accused to use an old template of Sally's to create a receipt for customers when the finance staff was not around.

22 On the 11 November 2013 Morteza left Gloree and in March 2014 he left Singapore and migrated to Sweden.

Evidence of Chay Wan Chin @ Nancy (Nancy Chay), PW2 and Teo Beng Chye Charlie (Charlie Teo), PW3 (2 of the 10 customers)

23 Nancy Chay testified that in September 2012 she bought a tour package from Gloree through the accused. Her party of 8 persons wanted to travel during the March 2013 school holidays. The accused told her that a minimum of 10 persons was required for the tour and they had enough persons for the trip to take off in March 2013. She made payment to the accused and the accused sent her an email later on the 28 September 2012 enclosing the receipt. Subsequently Nancy Chay called the

accused a few times and asked her to email to her the e-tickets. The accused replied that there was time till the departure date and she would not email them to her so soon. As she trusted the accused she did not pursue the matter further. When she asked the accused for the itinerary, the accused replied that it had not arrived.

24 The accused did not tell Nancy Chay that the departure date of 16 March 2013 was subject to change and she was not told that she needed to give a further confirmation of the departure date. She made a police report when the management of Gloree told her that they had not received the payment.

25 Charlie Teo testified that he bought a tour package from Gloree through the accused for 23 persons for a Shanghai tour. The accused contacted his wife on the 8 October 2012 to go to the office to make payment. He went down, on the 9 October 2012, to Gloree's office at about 3 pm (during office hours) to make payment and wanted to issue a cheque payable to Gloree. However, the accused said that if it was in the company's name there will be an extra charge of \$1,000 as it was the last day for the offer. She wanted to be paid in cash or by cash cheque. The departure date was confirmed for his party of 23 persons and as such, Charlie Teo issued a cash cheque and gave it to the accused. He would not have issued the cheque if the departure date was not confirmed. The accused also told him that there might be an increase in the price for the air ticket.

26 After Charlie Teo gave the cash cheque to the accused, she issued him a receipt, D2 of the ASOF, which had the company's letterhead, and she signed and stamped this receipt. While this was happening, he was in a room with the accused at the office in Beach Road, but the rest of the staff, about 4 to 5 in number, were walking around doing their work. When he received D2, he understood it to be an official receipt of Gloree. The accused told him that she will go down to the Newton Circus Branch to cash his cheque and deposit it into Gloree's account. He was never told by the accused that there was a minimum number for his package tour, that his departure date was subject to change, that she would wait for him to confirm the date and that Gloree might change the date. If she had told him that, he would not have paid her. The 18 March 2013 departure date was confirmed as far as he was concerned.

27 In 2013, about 2 to 3 weeks before the departure date, his wife Francine called the accused on her cell phone to get the e-tickets. While the accused picked up the call she said that she was busy and that she would call back but she did not and did not respond to their text messages. This went on for a few days and he sensed that the accused was avoiding them. Francine then called Gloree's office and was told that they did not have any records of them paying the \$12,110. Eventually, he made a claim against Gloree and the latter refunded to him the sum to him in full. There was no contact between him and the accused from the 9 October 2012 when he gave her the cheque till 2 to 3 weeks before the flight date.

Evidence of Tor Eng Kai @ Ken (Ken), PW4, Norashikin D/o Ahamed Kabeer Marican (Norashikin), PW5 and Ang Kok Kiong @ Alex (Alex), PW6

28 Ken worked in Gloree in 2010 and left less than 2 months after the accused joined Gloree on the 1 July 2012. One of the shareholders of Gloree, namely Sally, left to set up her own company and he went to work for her. While he was in Gloree, Ken was the sales executive in charge of flight tickets and corporate ticketing. He explained the process whereby he used the airline reservation system to book flights and issue tickets when he was working in Gloree for their corporate clients who would invariably make payment via cheques. He would issue an exchange order, fax it to their wholesaler who would issue the ticket and later send a bill or invoice to Gloree. These invoices would be handled by the accounts department.

29 Whenever he received cash from the clients, Ken would pass it to the accounts section with the accompanying invoices and they would issue the receipts. These receipts would be given to the customers. There was never an occasion when he passed the monies to the accounts section and no receipt was issued. The accounts section used carbonised receipts and only the accounts section were authorised to issue the receipts. There were 2 persons in the accounts section and at least 1 of them would be around. If both were not around, he would pass the money to either Sally or Morteza. He had never encountered a situation when none of the accounts staff and none of the bosses were around.

30 Ken was not allowed to issue receipts and the accused too was not authorised to issue receipts. When shown the receipts like A2 of the ASOF, Ken replied that he had never seen such receipts while working in Gloree and he did not tell anyone that this kind of receipt can be issued. Morteza had instructed him on his first day of work that he was not allowed to issue receipts and only the accounts staff had the authority to issue them. By the time he joined Gloree, they were already using the booklet receipt. Ken denied that he told the accused that she could find the documents she needed from the server of the computer system

31 The next witness for the prosecution, one Norashikin, testified that she started working in Gloree sometime in October 2010 till May 2014. Before she joined Gloree, she was in the traveling line, working for a company known as Muhibbah Travel as a ticketing officer for 5 years. She handled inbound reservations and after 2 years she became the operations manager of the inbound department. Norashikin use the Amadeus system to do bookings with airlines. She described the accused as a colleague that she was comfortable with but they did not interact normally as the accused handled the outbound and she handled the inbound.

32 While working in Gloree, Norashikin did handle cash for walk-in customers. Once payment is received she would hand the cash to the accounts section who would issue receipts with carbon copies, one for the customer, one to keep in the file for reference and one for the accounts department. P1 was the receipt that Norashikin was describing. This was the only receipt that Gloree used. She was not aware of any kind of receipt until customers came in to complain. Only the accounts department was authorised to issue receipts and sales staff were not allowed to do so. When the accounts staff were not around, she would pass the cash to either Emilyn or Morteza. She had never encountered a situation when the accounts staff, Emilyn and Morteza were not around.

33 Norashikin was aware that Morteza made a police report on the 1st of February 2013. She was directed by him and Emilyn to retrieve the documents in Gloree to check as customers came in to complain that they had made payments but did not receive what was due to them. Arising from her investigation, there were no air tickets issued to those customers who had complained. There was a possibility that their reservations had been cancelled or a reservation made but no ticket was issued.

34 Alex joined Gloree doing corporate sales sometime in 2012 after the accused started working for the company. He was with Gloree for just a month as he left in January 2013 to join the accused in Glaxis Travel as she made an offer to him. He stayed with Glaxis for only 1 week. When he was with Gloree and collected cash from a customer he would pass it to the accounts section to issue the receipt which he then passed to the customer. Only the accounts, also referred to as the Finance, were allowed to issue receipts. Gloree issued the carbon copy kind of receipts, as reflected by P1 and no other kind. He had never seen receipts like A2 of the ASOF. He was never told that receipts like A2 can be given to the customers.

35 After he left Gloree, he recalled speaking to Morteza at Gloree's office (when he returned to collect his pay cheque) and told him that the accused had burnt some documents belonging to Gloree. She had told him this over the phone. During this conversation in which the accused discussed about Morteza wanting to sue her, the accused told him not to worry as she had burnt them, which he understood to be documents.

Evidence of ASP Lim Hwei Hwei, Anne (ASP Lim), PW7, Insp Lau Teck Sing (Insp Lau), PW8 and Insp Chun Yong Seng (Insp Chun), PW11

36 There were 3 investigating officers (IOs) for this case. ASP Lim was the first. She was assigned to the case when Morteza lodged the police report on the 1 February 2013. She recorded statements from Morteza and Emilyn. She handed the file to the next IO, Insp Lau, a month later.

37 Insp Lau recorded a statement from the accused on the 17 June 2013. The defence did not have any issue with the voluntariness of this statement and it was admitted into evidence as P30. Insp Lau showed to the accused some invoices and asked her to explain as there was an allegation that she had taken Gloree's money. At the completion of the statement recording, the accused read the statement, said that it was correct and she signed it. He sat beside her when she read the statement and he did not recall the accused asking any question.

38 The current IO, Insp Chun, became the IO in September 2013. In the course of investigation he examined the receipt booklets of Gloree and did not find any receipt for the \$35,044 paid by the 10 customers. There were no air tickets issued for the 10 customers. He recorded a statement from the accused on the 30 September 2013. This statement was admitted as P38 as the defence conceded that the accused had made it voluntarily. He asked the accused questions pertaining to the documents attached to the ASOF. Insp Chun recorded 8 cautioned statements from the accused, P40 to P47, on the 15 July 2015 when she was formally charged. Ram was an accountant with Gloree. Records from the Immigration Department showed that Ram left Singapore on 1 August 2013. There were no statements recorded from Ram.

39 Anthony joined Gloree in March 2011 as an accounts assistant. He left in June 2015. As an accounts assistant he was in charge of making payments to Gloree's suppliers and checking on outstanding sums due from their customers. He had a colleague, named Ram, who was also in the accounts section and she joined the company in May/June 2011. He and Ram were the accounts staff of Gloree.

40 In 2012, it was Gloree's practice to issue receipts when receiving cash from an individual customer. Ram would issue the receipts for individual customers if she is around. If she was not, Anthony would issue the receipts. These receipts would be given to the customers. The receipt would be in a booklet and an example of this receipt was P1. There were no other type of receipts. If both of them were not present, the receipt book would be given to the directors, namely Emilyn and Morteza when a customer pays cash, for the directors to issue the receipt. This would be the case when the accounts staff are on leave and monies are passed after office hours, that is, after 6 pm.

41 The sales staff were not allowed to issue receipts. If they received the monies, when the accounts staff were not around, they would pass the monies to the accounts staff the following day for them to issue the receipts which they would sent to the customers. The accused was not authorised to issue receipts. He explained that there would be 3 copies of a receipt, with the first copy given to the customer, the second copy is for the accounts section and the third copy is a backup copy. Receipts would be issued on the day the cash is received or the following day. There was never a situation when the accounts staff was chased for receipts. If the sales person issued an invoice to a customer but does not give it to the accounts section, they would not be aware of the booking.

42 When cash is received, Anthony would prepare a banking in slip for the cash to be deposited into the bank account of the company. The receipt number would be written on the banking in slip. This was also Ram's practice. There would be separate banking in slips for each cash transaction. After the sales person receives the full payment from the customer, the sales person is supposed to get the tickets issued. The accounts section is involved in the issuing of the tickets when their supplier asked for payment and they would pay if they checked that payment had been made by the customers. Anthony described P20 and P21 as payment vouchers of Gloree which either he or Ram prepared to make payment for air tickets purchased from their suppliers like NTUC and Muhibbah Travel and tours.

43 Anthony said that the A4 sized receipts, attached to the ASOF are not authorised receipts of Gloree. He had never seen such receipts. By the time he joined Gloree, the company was already using the cash receipt booklets.

44 In cross-examination, Anthony maintained, when he was referred to D3, which contained an A4 sized receipt with no details, that this was not what Gloree had used and he had never seen such receipts. He disagreed that the outbound staff would issue the A4 sized receipts like A2 of the SOF when the accounts staff were not around.

The Defence

Evidence of Low Xin Yi (the accused), DW1

45 The accused elected to give her defence after the standard allocution was administered to her. She testified that she was interviewed by Morteza and Sally for the job of setting up the outbound department in Gloree. After about 2 or 3 weeks after she joined Gloree on 1 July 2012, Sally left Gloree followed by Ken, 1 or 2 weeks later.

46 On the issue of receipts, the accused said that the accounts department would issue receipts, if they are around. When the accounts staff is absent, Morteza and Sally allowed her to use the template in the computer system to issue the receipts. The invoices were also generated from the same computer system.

47 With regard to Joey Cheah, receipt at G2 of ASOF, the accused said that Joey Cheah passed \$4,160 to her on 17 October 2012 which she gave to Morteza directly as he was still in the office and the accounts staff were not around. She saw him putting the money, which was in an envelope, into his bag. Jim was present when she collected the cash of \$4,160 from Joey Cheah but she was not sure whether he saw her passing the envelope to Morteza.

48 For those customers who had paid in full and yet no air tickets were issued to them, by the time she left Gloree, the accused explained that it was because the group size had not reached 10 in number and some customers could not confirm their travelling dates.

49 When referred to P37, a cheque in the sum of \$13,993.74, issued by her and her husband, the accused said there was an occasion when Ram asked her to bank in this amount of money in Gloree's account and as she was not able to do it in time, she had prepared her cheque as a standby. Eventually she returned to the office with the cash and passed it back to Ram, who told her to return with the cash, and by then she had banked in her cheque for \$13,993.74. She encashed Charlie Teo's cheque and bank it on the same date. This was after Ram had passed her another sum of money, about \$1,000 plus, and told her to bank that sum together with Charlie Teo's cheque.

50 The accused produced 69 pieces of documents which she described as receipts passed to her by the accounts section after she had given her own receipts to the customers. She denied that she had told Alex that she had burnt the files.

51 In cross-examination, the accused agreed that she was responsible for ensuring that the customers travelling dates are confirmed, that they make full payment and she would not issue tickets until they have done this. She gave the A4 sized receipts to the 10 customers, as indicated in the ASOF, for 2 reasons, either the accounts staff were not around or she collected the monies after office hours. The accused added another reason subsequently and that was, that she would get Ram's permission to issue the A4 sized receipts when Ram was around and was too busy to issue receipts.

Evidence of Zhang Weida (Zhang), DW2

52 Zhang, the accused's spouse, testified that he was aware that the accused had gone to the bank to help Gloree deposit cash into its bank account. He had gone with her to the office where she collected a cheque and a white envelope containing some cash. They then went to the DBS bank at Rochor where the accused presented the cheque to the staff. After the accused drew the cash she banked it into Gloree's bank account together with the envelope of cash. When referred to P23, Zhang recalled attending a meeting at Gloree's office on 14 January 2013 but he could not remember what was discussed. He signed P23 just as a witness. He agreed that there was supposed to be another meeting on 21 January 2013 but the accused did not turn up for this meeting as everything had already been handed to Gloree.

53 In cross-examination, he said he did not know the amount written on the cheque. He could not recall the date when he accompanied the accused to the Rochor Branch of DBS. He was not sure and in fact did not know whether cash from the cheque was deposited into Gloree's account.

Evidence of Liaw Wee Song (Jim), DW3

54 Liaw, who is also known as Jim, was a former staff of Gloree. He joined Gloree sometime at the end of 2012 as a customer service staff. He dealt with outbound packages, mostly to China. The accused was his immediate supervisor. She taught him what he had to do on the job. All the cash payments from the customers were handled by the accused. He identified a stack of cash receipts as receipts issued by Finance if they receive payments. He had no idea as to the standard operating procedure of Gloree if customers come to make payment and the finance staff, Anthony and Ram, were absent.

55 When referred to receipts in the ASOF, Jim said that he had seen the accused preparing these receipts and passing them to customers. In particular, the receipt G2 addressed to one Joey Cheah was passed by the accused to her when she came after office hours to make payment. He was not sure whether Morteza was in the office when Joey Cheah made payment to the accused. He had no idea what the accused did with the money given to her by Joey Cheah.

56 When cross-examined, Jim clarified that he had only seen the A4 sized receipt issued to Joey Cheah when the accused passed it to her. He became aware of the rest of the receipts in the ASOF, only after customers came forward with these receipts and then there was an investigation. He agreed that he did not know the procedure when none of the finance staff were around and the customer pays cash. He agreed that he could not recall the look of the receipt given to Joey Cheah. He did ask the accused why there were no air tickets issued when the customers said they had paid in full and the accused did not give any satisfactory answer. Alex also told him that the accused said that she had burnt the files.

57 Insp Lau returned to the witness box as a rebuttal witness for the prosecution. He was questioned specifically on question 29 and answer 29 in the statement, P30, which he recorded from the accused on the 17 June 2013, with regard to documents to show that the money had been handed to Gloree. He said that the accused did not seek any clarification as to the nature of the documents. His question did not exclude any document and it was not limited to documents to show that cash had been collected from a customer.

The Decision

58 In this case, the accused has claimed trial to 14 charges under the Penal Code, Cap 224. The charges comprise 1 count of CBT in respect of \$35,044, as a servant under section 408, 11 charges of forgery of receipts under section 465 and 2 charges of falsification of invoices under section 477A. At the end of the trial the prosecution sought a discharge amounting to an acquittal for 2 of the forgery charges, namely the 11th and the 12th charges (DAC 927363- 64/2015).

59 I will begin with the undisputed facts which has been set out in the ASOF. In gist, as a tour manager employed by Gloree on 1 July 2012 the accused received monies from the 10 customers (whose details are as stated in the ASOF) between 31 August 2012 and 4 December 2012 amounting to \$39,174 as payment for tour packages. The accused gave these customers invoices and A4 sized receipts, which she does not dispute are not the official receipts of Gloree. She has agreed that the official receipts of Gloree are in the form of receipt booklets^[note: 3]. The receipt booklets showed that only \$4,130 had been received by the finance staff of Gloree^[note: 4] and they came from Kea Lay Ting, Stella Tang, Evon Lim and Hoh Li Li in different amounts. It is not disputed that the remaining sum of \$35,044 (subject of the CBT charge) is not supported by any Gloree official receipt.

60 The accused's defence is that this outstanding sum of \$35,044 has been paid to Gloree. She claimed that she handed cash of \$4,160 received from one Joey Cheah on 17 October 2012 to Morteza, PW10, the director of Gloree, banked the proceeds of a cash cheque of \$12,110 issued by Charlie Teo and his wife Francine Tu (which she admitted that she had encashed personally) on 9 October 2012 into Gloree's bank account and gave the rest of the monies from the 8 other customers to the accounts^[note: 5] staff of Gloree. At the relevant time, the accounts staff were Anthony, PW9, and Ramonette (Ram). The accused claimed that either one of them received the monies but more often than not, it was Ram^[note: 6].

61 The first 3 essential elements of the CBT offence has been established in that the accused was a servant employed by Gloree, was entrusted with the sum of \$35,044 and the entrustment to her was in her capacity as a servant of Gloree.

62 The issue here is whether the accused has handed over the sum of \$35,044 to Gloree as she claimed. If she did not, then clearly she has committed CBT as she is not legally entitled to this sum and she is not supposed to keep the monies. If she did retain this sum for herself, then she has misappropriated the monies and it would be an irresistible inference that she had committed the forgery of the receipts and the falsification offences to cover up her tracks and to avoid detection of the principal offence of CBT.

63 On the totality of the evidence I agree and accept the prosecution's submission that the evidence point to the inescapable conclusion that the accused had kept the \$35,044 and did not pass this sum to Gloree. Suffice to say, that the absence of official Gloree's receipts when finance staff would have issued such receipts if the monies were handed to them, and the accused's failure to issue air tickets for the 10 customers when payment had been made in full by these customers to her, strongly supports the prosecution's case that the accused did not pass the monies to Gloree.

Was the accused authorised to issue the A4 sized receipts?

64 It is not in dispute that there are A4 sized receipts for all the 10 customers, tendered as exhibits, except for Chin Siew Nai and Hoh Li Li^[note: 7]. The accused has admitted^[note: 8] that she made these A4 sized receipts and gave them to these 10 customers but she cannot recall for Chin Siew Nai and Hoh Li Li. She has admitted also that she issued these receipts intending that the customers would believe that the receipts were authorised receipts from Gloree^[note: 9].

65 I find that on the issue of the A4 sized receipts which she issued to customers, the accused made several conflicting claims which undermined her credibility. Firstly, she said that it was Morteza and Sally who had authorised her to issue the A4 sized receipts. This was denied by Morteza. It did not make any sense for Morteza to have authorised the accused to do so, when he had approved only receipts in the booklet form to be used by the company for tracking and monitoring purposes. This decision was made a few months after Gloree was incorporated in 2009. He clearly wanted a demarcation as to the roles of the staff in dealing with cash and it was his position that only the accounts staff can accept cash and issue Gloree's official receipts from the receipt booklets^[note: 10]. Having made a decision to use the Gloree's receipt booklets for tracking and monitoring purposes, it was certainly illogical for Morteza to then authorise the accused to use the A4 sized receipts.

66 Morteza's evidence is corroborated by Emilyn, PW1, who had testified to the same effect that the accused is not authorised to issue receipts^[note: 11]. Emilyn was unequivocally positive that others, other than finance staff, were not allowed to issue receipts. In her own words "*Why would we allow the staff to issue their own receipt when we already have an official receipt book?*"^[note: 12] On the accused's claim that the monies had been given to the finance staff, in particular Ram, (less the \$4,160 given to Morteza and the \$12,110 purportedly banked into Gloree's account) I am inclined to believe that if these monies had really been given to Ram, she would have issued the Gloree booklet receipts.

67 The absence of such receipts puts a lie to the accused's claim that she had passed the monies to the finance staff. Since Finance had in fact issued 4 receipts to account for the sum of \$4,130 received from 4 of the 10 customers, it would stand to reason that they would have done the same if the accused had indeed passed the rest of the monies to them and in fact, all the directors and staff or former staff from Gloree have testified in the same vein, that finance staff would always issue receipts when they received money. Even the accused's own witness, Jim, DW3, said that finance staff would always issue receipts when they received cash from the sales staff^[note: 13]. And the accused appeared to have conceded to the same as she had agreed, when cross-examined, that if she had really given the \$35,044 to Gloree's finance staff there would logically be receipts^[note: 14] to reflect this fact.

68 With regard to the accused's claim in court that it was also Sally who had authorised her to issue the A4 sized receipts found in the ASOF to the customers using her template, I find this was clearly at variance with her cautioned statements. P39 is one example, where she stated that "*When I first joined the company, there was a senior who taught me how to use the receipt...*"^[note: 15]. She had identified and admitted that Ken Tor, PW4, as that senior. She repeated and gave the same defence in the rest of her cautioned statements, P40-P47, which were recorded almost 2 years after P38, namely on the 30 September 2013. P39 to P47 significantly undermine the accused's credibility as there was no reference to either Morteza or Sally as the persons who had authorised her to issue the A4 sized receipts. Her failure to do so and mentioning their names now during the trial appeared to be nothing more than a convenient afterthought. This appears to be the case too for P38 where the accused did not state in P38 that Sally had authorised the A4 sized receipts, and her claim at trial that Sally did do so is again something that she had fabricated.

69 While the accused had made the preposterous claim that she had not really read P39 to P47, she conceded that she had looked before she signed them and IO Chun confirmed that the contents of P39 to P47 came from the accused. IO Chun testified that he read all the statements back to the accused and in response to this, the accused said that the IO was lying. However, she was unable to suggest any possible reason why he would lie against her.

70 It is not in dispute that Ken was already working in Gloree by the time the accused joined the company. The flaw in her explanation was the fact that when Ken was being cross-examined, it was never put to him that he had showed her the template for the A4 sized receipt and taught her how to use the receipt. Having identified Ken as that senior who had taught her how to use the A4 sized receipts and therefore supporting her defence that she had not forged these receipts, it would have been expected for her to raise these matters when he was on the stand but she failed to do so. Her failure to do so certainly did little to aid her defence. Further, she did not provide any explanation for her failure to do so.

71 On this issue of who was authorised to issue receipts, all the rest of the witnesses, including Ken, Norashikin, Anthony and Alex have testified too that only the accounts staff were authorised to issue the official receipts of Gloree, in the receipt booklet format, as reflected in P1 and staff like the accused were certainly not authorised to issue any. I will touch on Ken's testimony, in particular and Anthony's. Ken emphatically said when questioned on the receipts "*Q: Were there any other kinds of receipts? A: No, they only use carbonised receipts.*"^[note: 16] He corroborated Morteza's testimony when he added that "*The boss (referring to Morteza) had instructed us that we are not allowed to issue receipts, only the accounts has this authority to issue receipts.*"^[note: 17] When referred specifically to the A4 sized receipt (A2 of the ASOF) Ken went on to say that he had

never seen this receipt^[note: 18] and he did not tell anyone that this receipt can be issued^[note: 19]. This aspect of Ken's evidence was not challenged by the defence. If Ken had never even seen the A4 sized receipt and did not tell the accused that this receipt can be used, it would not have been possible therefore for him to have taught her to use the A4 sized receipt. The accused had conceded too, in her examination in chief, that on the issuing of receipts when she asked Ken, "*Ken said that you cannot issue the receipt, because there is only account allowed to issue a receipt.*"^[note: 20]"

72 I now turn to Anthony's evidence. He, next to the directors of Gloree, would be in the best position to give evidence about the issuing of receipts as he was one of 2 accounts staff at the relevant time. Firstly, he was emphatic that the accused was not authorised^[note: 21] to issue receipts and that the receipt booklet was the only receipt used by Gloree. Finance would issue receipts on the very day they receive the cash from the sales staff itself or the following day and that there has never been a case where he or Ram did not issue a receipt^[note: 22]. Anthony added that the A4 sized receipts in the ASOF are not authorised receipts. He only became aware of the A4 sized receipts after Emilyn started the investigation.

73 As for the rest of the witnesses, their position did not differ materially at all from Ken and Anthony on the position of the receipts. Norashikin^[note: 23] made it clear that sales staff like the accused were not authorised to issue receipts even if the accounts staff are not around and that other than the receipt booklet she had never come across any other receipt. Alex^[note: 24]'s evidence was more or less along the same line.

74 To justify her action of having issued the A4 sized receipts to the customers, the accused gave 2 reasons. She claimed that she had issued these receipts to these customers either when the accounts staff were not around or when she collected the monies from customers after office hours^[note: 25]. She maintained that these are the 2 reasons for the customers mentioned in the ASOF^[note: 26]. And yet, the accused was unable to confirm whether all the 10 customers came during office hours and was only able to say that Nancy Chay came between 5-6 pm and Joey Cheah came at 10 pm. Where the first reason of having issued the A4 sized receipts when the accounts staff were not around, this is materially inconsistent with what she had disclosed in her voluntary statement, P38. In response to a specific question whether it was the company's policy to issue receipts like the A4 sized when the accountant was not around, the accused's reply was a crisp "*I do not know*".^[note: 27] There was no mention of any agreement reached with the directors and Ram's involvement, which I will touch on subsequently.

75 The accused's 2 reasons for issuing the A4 sized receipts could not withstand scrutiny when it came to Charlie Teo as she admitted that he came to Gloree's office, (this is also Charlie Teo's evidence) during office hours of around 3 to 4 pm. The accounts staff were definitely around, in particular Ram, as the accused had testified that "*He actually issue a cash cheque to me and he did told me that to cash out the cheque after 3.30 or 4.00. I not very sure because he say that he need to get the money from other accounts to this particular account attached with the cheque. Then after I received, I give him a double check all the details and a receipt and then I passed the cash cheque to the account actually. Then account actually ask me to go back to help her to cash out and bank in back to the company account on that day*"^[note: 28].

76 Undoubtedly, if I were to accept the accused's version, it would appear that she had a conversation with Ram, and if she had truly given Charlie Teo's cash cheque to Ram, there would have been issued by Ram, a Gloree receipt in the booklet format. There was absolutely no necessity for the accused then to issue to Charlie Teo, the A4 sized receipt as shown in exhibit D2 of the ASOF in the absence of the 2 reasons which she had proffered. The irresistible inference is that the accused did not even pass Charlie Teo's cheque to Ram or the accounts staff, as she had intended to keep the proceeds of the cheque for herself. She prepared and issued the A4 sized receipt and gave it to Charlie Teo to give him the impression that Gloree had received his cheque.

77 Coming back to her reasons for issuing the A4 sized receipts, the accused did not limit herself to the 2 reasons why she issued these receipts because when cross-examined further, she expanded and said that when the accounts staff were busy, they would instruct her to issue the A4 sized receipts and to give these to the customers. At length, the accused went on to say that it was Ram who gave these instructions and she could not remember whether Anthony had given such instructions^[note: 29]. She added that there was already an agreement reached for her to issue the A4 sized receipts soon after she joined Gloree and that Morteza, Ram and herself, perhaps Sally, had this agreement soon after she joined Gloree^[note: 30], which arose when customers wanted to make payment and the accounts staff were not present. Ram appeared to have played an active role as the accused testified that it was Ram who asked Morteza to solve the problem^[note: 31]. Morteza then asked her to use the A4 sized receipt.

78 I had great difficulties in accepting what the accused said in the above paragraph. If it was really her case that Ram had given such instructions, Anthony, being the other accounts staff would have been privy to it and must have been aware of such instructions being given. These so called instructions or permission from Ram would have meant that A4 sized receipts were used by Gloree but it was never raised to Anthony, when he was cross-examined that Ram had given such instructions in situations when they were busy and Anthony was unequivocally clear when he said that "*we have always used the cash receipt (referring to the booklet type)*"^[note: 32].

79 It appeared to me that the accused was just making things along when she was in the witness box. The accused had been given an opportunity when P38 was recorded from her to say something about the alleged role of Ram in dealing with the problem of accounts staff not being round by getting Morteza's approval but this was not the case as she failed to disclose this in P38 when the question was specific "*when the accountant was not around*". It was not even a case of her forgetting because by saying that she did not know, the logical conclusion is that there was no such incident of Ram getting Morteza's approval for the A4 sized receipts to be issued when the accounts staff were not present, for whatever reason. Again, the accused had been exposed to be less than truthful in her testimony.

80 I note that when Morteza was extensively cross-examined, not once did defence counsel put it to him that Ram was the one who approached him to resolve the alleged problem and he agreed that the A4 sized receipt could be used. This was something that should have been put to Morteza that Ram did approach him to solve the alleged problem and that he had given his blessings for the A4 sized receipt to be issued by the accused. The accused should have given the necessary instructions to her counsel to raise this to Morteza but she failed to do so. She had no explanation for her failure to do it, which again to my mind, meant that this was something she fabricated while in the witness box.

81 A key plank of her defence was that she had the authority to issue the A4 sized receipts and there was a situation when even Ram approached Morteza and he had given the green light. If that had really happened, there would have been no difficulty to question Morteza but she did not and this again was something which undermined her credibility. Morteza did not waver on his position that there was never a situation where he would have allowed any other kind of receipt to be used as he had testified to the effect that "*there was no permission at all until the day I left Gloree to collecting any payment without Gloree official receipt. Finished.*"^[note: 33]

82 It bears emphasising that all the prosecution witnesses, namely Emilyn, Morteza, Ken, Norashikin and Anthony testified and they were consistent that these A4 sized receipts were unauthorised. The accused knew that these receipts were unauthorized. These witnesses and Alex also testified that there were no other types of receipts used by Gloree apart from the carbon-copy receipts in the booklet form. After the event, at the Geylang meeting, in March 2013, the accused did not once mention to all present that Morteza and Sally had authorized her to issue the A4 sized receipts, which again reinforces my finding that these claims at trial were mere afterthoughts.

83 Finally on the issue of the receipts, the accused's position at trial, contradicted her Case for the Defence. In this document, it was stated that "*any employees who receive payments from customers are entitled to generate receipts for customers*", and that "*all receipts are automatically generated by the system*". The accused has admitted that both statements are untrue^[note: 34]. Her explanation for this contradiction was, as to be expected, that she had never seen the case for the defence. This cannot be the case and I can only conclude that the case for the defence must have been based on her then instructions. At the trial, the accused changed her position knowing full well that her defence in this document was seriously flawed.

84 To bring this whole matter to a complete loop, I find that there was only one reason for the accused to have issued the A4 sized receipts, which obviously can be described as forged receipts, to the 8 customers and that it was in order to conceal the fact that she had committed CBT in respect of the monies, which had been entrusted to her. The accused knew that the forged receipts were unauthorised and she did not have any credible explanation for issuing these receipts. She did so to avoid further enquiries by customers and to remove the need to obtain receipts from the finance staff. The accused's decision to issue these unauthorized receipts supports the irresistible inference that she must have intended to use them to conceal her commission of CBT in respect of monies received from customers.

85 Nancy Chay testified that she did not suspect much after receiving the A4 sized receipt from the accused which she understood to be a reflection of what she had paid and if she had not received the receipt, she would have visited Gloree's office to ask for a receipt. The accused must have known that the customers who had paid her were likely to ask for some form

of acknowledgement, and that if she did not provide with any, they might contact other Gloree staff directly, which would risk discovery of her misappropriation. If she wanted the Gloree official receipt, she would need to hand over to the finance staff the same amount of monies that she received from the customers.

86 Therefore, the accused must have issued the forged receipts to 8 of the 10 customers (except for Chin Siew Nai and Hoh Li Li) to ensure that they did not make any further enquiries that might result in the discovery of her misappropriation, and to avoid the need to obtain receipts from the finance staff, for the full amounts received from these customers. In addition, she must have intended to deceive these customers into believing that the forged receipts were authorised.

What happened to Charlie Teo's cheque in the sum of \$12,110?

87 I now turn to the accused's defence with regard to the cash cheque of \$12,110 issued by Charlie Teo and his wife Francine Tu (referred to as the Charlie Teo's cheque henceforth) and given to the accused on the 9 October 2012 at Gloree's office between 3 to 4 pm. I will begin first with what happened on 5 October 2012, a Friday. On this date, she had been asked to deposit by Ram cash into Gloree's DBS bank account and was given various slips, namely P4 to P11, for each specific amount. While the accused claimed that she did not know the total amount and just took the cash from Ram and she did not count the monies, this cannot be the truth as she must have counted the monies to have been able to prepare P37. This is her cheque in the sum of \$13,993.74 which she deposited into Gloree's bank account when she claimed she did not have the time to deposit the cash in P4 to P11. Finally, after prolonged denials that she did not know the actual sum, she conceded as much that she had added up the monies to write the cheque, P37^[note: 35]. She had gone on to say that after she deposited the cheque, P37, Ram told her to bring back the cash, given to her earlier on 5 October 2012. This must have happened on the 9 October 2012 and consistent too with Emilyn's testimony that Ram had approached her about the fact that the cash had yet to be deposited and the direction given was not to accept the accused's cheque.

88 According to the accused, after she gave Ram's Charlie Teo's cheque, Ram told her to encash the cheque and put the cash proceeds into Gloree's DBS bank account. At the same time, Ram gave her some cash to deposit which she thought was about \$1,000 plus and she went to the bank, encashed the Charlie Teo cheque, deposited its cash proceeds together with the monies which Ram gave her of about \$1,000 plus, into Gloree's bank account. It is not in dispute that Charlie Teo's cheque was cashed out by the accused at the bank and it is not in dispute that there is no record of a sum of \$12,110 being credited into Gloree's bank account (Annex K). The accused was not able to give any explanation as to why there was no record of \$12,110 in the bank statement, except to say that she did not know^[note: 36]. It stands to logic and reason that if she had really deposited the sum of \$12,110 after encashing it, there would be a record of such an entry, as she was not claiming that the bank staff had misappropriated the sum.

89 The accused then gave another explanation through her counsel that the \$12,110 was split up into the various smaller amounts^[note: 37]. In the first place, why should that be the case, when after encashing the cheque for \$12,110, the logical thing to do would be to straightaway deposit the cash into the bank account and in fact, if the accused truly wanted to deposit the cash proceeds from the cheque into Gloree's bank account, she could have simply deposited the cash cheque into the Gloree's bank account directly instead of encashing it out. She appeared to suggest that part of the total sum of \$13,993.74 (represented by the banking slips P4 - P11) credited into the bank account included the \$12,110, which she had cashed out. This was patently absurd. If the bank staff had indeed received the \$12,110 from the accused to be deposited into the Bank account, there does not appear to be any logic for them to split up the monies, such that it became a part of the \$13,993.74, represented by the banking slips, P4-P11.

90 Her cheque P37 in the amount of \$13, 993.44 (the cash was given to her on 5 October 2012 by Ram) is identical to the total amount shown in P4- P11 and representing the various sums which the accused deposited into the bank account on the 9 October 2012. Each banking in slip has its own cash receipt and is totally irrelevant and disconnected to the purported deposit of \$12,110. There were 8 separate cash deposits as they represented 8 separate payments that had been individually recorded for proper tracking^[note: 38]. Anthony had testified that he would prepare individual deposit slips as a better way to record payments from individual customers and this was Ram's practice as well^[note: 39]. The individual deposits would appear in the bank statement as individual transactions. The total sum of \$13,993.74 does not indicate that \$12,110 is a part of this sum of \$13,993.74 and they are not related to the \$12,110 encashed from Charlie Teo's cheque. I note that after the accused encashed the \$12,110 cheque at 16;12;50, this was followed with the banking in of 8 other amounts totalling \$13,993.74. The table below illustrates clearly the pattern of depositing into Gloree's bank account on the 9 October 2012:

Exhibit Marking	Cash Receipt No	Cash Receipt Date	Amount	Deposit Slip Date	Time
P4	3527	5/10/2012	\$1,180	9/10/2012	16:15:28
P5	3528	5/10/2012	\$590	9/10/2012	16:17:57
P6	3576	27/8/2012	\$1,230	9/10/2012	16:16:38
P7	3577	27/8/2012	\$2,054.10	9/10/2012	16:16:02
P8	3580	17/9/2012	\$2,460	9/10/2012	16:17:39
P9	3581	24/9/2012	\$1,230	9/10/2012	16:17:14
P10	3582	26/9/2012	\$1,230	9/10/2012	16:16:57
P11	3585	1/10/2012	\$4,019.64	9/10/2012	16:16:20
Total			\$13,993.74		

91 In addition to the 8 deposits (P4 to P11), on 9 October, 2012, there were 2 other deposits, namely P25 for \$24,332 and P26, in the sum of \$150 made into Gloree's bank account^[note: 40], making it a total of 10 deposits. The accused's defence counsel then claimed, while Emilyn was being cross-examined, that these 10 deposits comprises cash given by Ram to the accused on the 9 October 2012 plus the cash of \$12,110 which she obtained from encashing Charlie Teo's cheque^[note: 41]. This was simply absurd. P25 and P26 were for unrelated transactions and the accused did not, on the 9 October 2012, deposit the cash, reflected in these 2 exhibits. P25 and P26 were in fact deposited at a different bank branch. These monies had nothing to do with outbound sales activities. Even the accused conceded as such that she did not deposit P25 and P26, as they were made at a different branch from the 8 cash deposits and the timing of all the cash deposits was almost the same^[note: 42].

92 If the accused is telling the truth, soon after she encashed \$12,110 there should be a record of \$12,110 being deposited into the bank account. If the accused is telling the truth, there should be a banking in slip, similar to P4-P11, to accompany the deposit of \$12,110 as Ram, who, according to the accused, asked her to encash the cheque would have given her a banking in slip, similar to P4-P11, stating that \$12,110 is to be deposited into Gloree's bank account. The accused was not able to offer any explanation as to why there was no banking in slip except to say "*I don't know.*"^[note: 43] And, in the first place, if the accused had really given Charlie Teo's cheque to Ram on 9 October 2012, Ram would have issued a Gloree receipt to indicate that a cash cheque of this amount had been given to her. The accused was not able to provide any explanation why there was no receipt for Charlie Teo's cheque and the absence of a receipt, I find, is simply because she did not give Charlie Teo's cheque to Ram on the 9 October 2012.

93 I should add that the accused's explanation as to how much Ram gave her on 9 October 2012, to bank in changed multiple times and morphed into different amounts and she has not been consistent as to the amounts. In her statement, P30, recorded on 17 June 2013, she said that she could not remember the exact amount. In her statement P38, of the 30 September 2013, some 3 months later, she said that it was about \$1,000 but qualified it by adding that she could not remember the amount. Her position was the same in her examination in chief when she said it was about \$1,000 but she could not remember the exact amount^[note: 44]. However, when Emilyn was questioned earlier, it increased exponentially to about \$25,000^[note: 45], which must have been based on the accused's instructions. The accused's final position, under cross-examination, was "*I can't remember*"^[note: 46]. The irresistible inference is that the accused was not able to give a credible explanation as to the absence of any record of an entry of \$12,110 being deposited into Gloree's bank account on the 9 October 2012 and the cash which she alleged that Ram had asked her to deposit at the same time, was simply because she had misappropriated the \$12,110 for herself.

94 Further, at a meeting in Geylang, sometime in March 2013, Morteza said the accused claimed that the cheque for \$13,993.74 represented Charlie Teo's cheque, which cannot be the case, and is illogical, as at the time of depositing her cheque for \$13,993.74 the accused had yet to receive Charlie Teo's cheque. While the accused had tried to rely on her husband's evidence, namely Zhang, DW2, that she had credited the cash proceeds into Gloree's bank account on the 9 October 2012, I have grave doubts that he was even there with her, as she had never mentioned in her testimony, that her husband was right

next to her at the counter as he had claimed^[note: 47]. In any event, Zhang's evidence is not particularly useful, given that he did not see what was written on the cheque, could not recall the date when the accused cashed a cheque and it could have been any date^[note: 48]. He also admitted that he had never seen Charlie Teo's cheque^[note: 49].

Did the accused pass the sum of \$4,160 from Joey Cheah to Morteza?

95 With regard to this customer Joey Cheah, the accused's defence at trial is that she had given the monies, namely the sum of \$4,160 to Morteza. This has been denied by Morteza. The accused had explained, during her examination in chief, that after she collected the cash on the 17th October 2012, she handed it to Morteza who told her that he was not able to issue a receipt and as such she issued the A4 sized receipt to the customer. This position shifted subsequently in the course of cross-examination, when she said that after collecting the cash from Joey Cheah, she printed the A4 sized receipt, gave it to her and then passed the cash to Morteza^[note: 50], who did not say anything^[note: 51]. This was materially inconsistent with her testimony during her examination in chief. The accused had no explanation for this discrepancy.

96 Further, at the Geylang meeting, held in March 2013 (where Joey Cheah was present), the accused told all present that she had passed all their monies to the finance staff. That being the case, it would follow that these monies must have included the payment of \$4,160 by Joey Cheah. If the accused had truly given Joey Cheah's money to Morteza, there was no reason for her not to have said this at the Geylang meeting. The fact that she did not only lead to the irresistible inference that what she raised at the trial was nothing more than a convenient afterthought. However, when questioned why she did not disclose it at the meeting, the accused then changed her evidence, lied and said that she did tell the rest present at the meeting that she gave Joey Cheah's money to Morteza^[note: 52]. This could not have been the case because it was never put to Morteza, who was present at the meeting, that that was what the accused had said.

97 Assuming that she did pass the cash of \$4,160 to Morteza, I would have expected the accused to bring the A4 sized receipt for Morteza to at least countersign, so as to show that he had acknowledged a form of receipt for the monies but she did not do so. The accused was rather evasive when she was questioned on this issue and did not answer the question why she failed to do this^[note: 53]. If I were to accept the accused's evidence it was as good as saying that Morteza had taken the monies deliberately. This did not make any sense considering that he was one of the 'bosses' of the company, and there was no reason for him to steal from himself. Morteza's testimony remained intact and in light of the fact that there are no official Gloree's receipts and the accused's failure to issue air tickets for Joey Cheah, I accept his evidence and find that the accused had not given to him the sum of \$4,160.

Why didn't the accused issue the air tickets?

98 I now turn to the undisputed fact that the accused had not issued the air tickets for any of the 10 customers, which substantiate the prosecution's case that she had misappropriated the \$35,044. Firstly, the accused has admitted that all the affected customers had made full payment for their air tickets^[note: 54]. As the tour manager who had dealt with these customers, the accused was the person responsible in ensuring that the air tickets for them were issued and none had been issued. There is no legitimate reason for the accused not to have issued the air tickets for these customers and she should have issued them as soon as possible. If the accused had in fact handed over the \$35,044 to Gloree, she would have issued the air tickets for them. She has failed to give any credible explanation for her failure to do so. I find that her reason for her failure to do so is because she knew that her misappropriation of the sum of \$35,044 would come to light and be detected, if she had issued the air tickets.

99 On this score of air tickets, the evidence from Gloree's directors and staff is to the effect that the sales staff should issue air tickets as soon as possible after receiving full payment. Emily testified that the standard practice is to issue air tickets as soon as possible after full payment, because otherwise the seats might no longer be available or the price might be higher^[note: 55]. She also said that the sales staff were not supposed to wait until the finance staff issue a receipt before proceeding to issue the air ticket and that it was contradictory for the accused to hold back on issuing the air tickets even though she had collected money from the customers^[note: 56]. Morteza's evidence on this issue was more or less the same^[note: 57].

100 Ken testified that the base fare, the airport tax and the fuel surcharge would fluctuate with time. He explained that if the air ticket is issued within the ticketing deadline, the base fare would be the same but the airport tax and fuel surcharge might be different. Ken said he would issue the air ticket very quickly because he was afraid of price fluctuations^[note: 58].

101 Norashikin testified that if the air ticket is issued within the ticketing deadline, the base fare remains the same but the airport tax and fuel surcharge might be different because they fluctuate daily. She explained that if a rebooking is done, the base fare might also be different because it may not be possible to obtain the same booking class and the price would definitely be higher for a different booking class. She also testified that the ticketing deadline would generally be about 72 hours for promotional fares, only a limited number of seats would normally be available for such fares and she would issue the air tickets immediately after full payment^[note: 59].

102 The evidence from Anthony was more or less similar with the previous witnesses as he said that the sales staff would usually issue air tickets on the same day or the following day after receiving full payment^[note: 60]. The accused too supported what the above witnesses had said as she admitted that a delay in issuing an air ticket might result in the base fare being increased as a result of a change in the booking class, or a change in the airport taxes, might result in an increase in the airport tax and fuel surcharge, even within the ticketing deadline. She conceded too that the longer the delay in issuing an air ticket, the higher the risk of fluctuation in the price, and this was even more so for festive periods or school holidays^[note: 61]. There would be a limited number of seats in each booking class. She would not know how many seats there would be and seats around festive periods would generally be more expensive because of greater demand and less seats would be allocated to the cheapest booking classes. She agreed that 2 of the 10 customers, namely Stella Tang and Hoh Li Li were travelling on the first day of Chinese New Year, and had been charged a surcharge.

103 Under these circumstances, the accused should have issued the air tickets as soon as possible after receiving full payment from the affected customers. I find that the accused has not provided any credible explanation for her failure to do so. While she did venture to give an explanation, she was not consistent. In the course of the trial, she changed her position too many times as to the reasons why she did not issue the air tickets.

104 Firstly, when Emilyn was on the stand, it was put to her that the groups were not large enough to meet the minimum number on those particular dates for them to form a group to travel and that the accused was waiting for the customers to confirm their travelling dates^[note: 62]. In response, Emilyn correctly disclosed that 3 of the 10 customers, namely Francine Tu, Bonnie Lee and Hoh Li Li had large groups and that another 2 customers, Nancy Chay and Joey Cheah had 8 eight adult travelers. It cannot be doubted that this is very close to the minimum number of 10 adults.

105 In fact, the customers had complained that they were waiting for the accused to issue the air tickets. Since the accused had issued invoices with departure dates and amounts, the travelling dates of the 10 customers must have been confirmed dates. Emilyn had explained that it would not be possible to determine the invoice amounts without confirming the departure dates, because the price of the air tickets was subject to availability^[note: 63]. Morteza's evidence did not differ substantially from Emilyn. He testified that the accused had promised all the customers that the air tickets were confirmed. The sales staff were responsible for making sure the minimum group size was met, and they would only ask for full payment once this was satisfied^[note: 64]. The customers could not choose their own preferred dates because the China agent had given specific dates to Gloree. If there were insufficient travellers on a particular date, Gloree would put the customers on a waitlist and would only collect full payment after there were enough travellers^[note: 65].

106 The accused has also admitted that she would not have asked for payment if the travelling dates were not confirmed and that the impression given to all the affected customers was that the travelling dates were confirmed, and that otherwise they would not have paid.

107 The accused's first position is obviously an afterthought in light of the fact that when Emilyn asked her why she had not issued the air tickets for the 10 customers, the accused replied that the information was in the files. Further, Emilyn was unable to find the information in the files and the accused did not provide a satisfactory response as to why she had not issued the air tickets. The accused did not tell Emilyn that the groups were not large enough to meet the minimum number on those dates for them to form a group to travel and that she was waiting for the customers to confirm their travelling dates, despite being asked for an explanation. Emilyn's evidence is corroborated by Morteza who said that the accused did not tell anyone why she did not issue the air tickets for the customers^[note: 66]. Jim testified that he had asked the accused and did not get a satisfactory answer as to why she had not issued the air tickets^[note: 67].

108 It was undisputed that the 2 customers who gave evidence, firstly Nancy Chay, testified that her travelling dates were confirmed and the accused had told her that there were enough travellers on those dates. Nancy Chay added that the accused had not told her that the dates were subject to change, or that she needed to confirm the dates. Nancy went on to say that she

would not have paid if the accused had told her that the dates were subject to change or that there were not enough travellers^[note: 68]. Charlie Teo, the second customer, also testified that the travelling dates were confirmed, and he would not have paid if the travelling dates were not confirmed^[note: 69]. The accused did not tell Charlie Teo the travelling dates were subject to change, or that he needed to confirm the travelling dates. She had in fact assured him that the price would be fixed if he made immediate payment^[note: 70].

109 The accused's alternative position as to why she did not issue the airline tickets was put to Norashikin in that the accused claimed that she was waiting for the land arrangements (e.g. accommodation, land transport and food) to be confirmed^[note: 71] before she issue the tickets. However, Norashikin testified that Gloree would only collect payment after confirming the land arrangements, and the sales staff like the accused were responsible for confirming this. Morteza testified that the customers would only have to make full payment once everything was confirmed, and there was no need to wait to settle the land arrangements^[note: 72].

110 And the accused's position shifted again for the third time which was put to Anthony, that Ram told her to delay issuing air tickets because Gloree did not have enough cash. I find this to be incredible given that Anthony was not aware of this and he being, one of the finance staff ought to have been in the know about such matters. This third position of the accused could not pass muster as Morteza testified that even if Gloree had cashflow difficulties (which he denied), that would not have affected how quickly air tickets were supposed to be issued because the customers had already made full payment^[note: 73]. If Gloree was truly having financial difficulties, which has not been established, it would make matters worse if the company had to incur additional costs due to the delay in issuing the air tickets.

111 It was hardly surprising that having taken these 3 positions initially when the prosecution witnesses were on the stand, the accused did not pursue them and in fact abandoned them during her cross-examination. When she was questioned on this issue, she claimed that she could not recall the reasons why she did not issue the air tickets for the 10 customers, and that the 3 positions were merely possible reasons^[note: 74]. This was totally inconsistent with her 3 positions during the Prosecution's case which she claimed to be the real reasons why the air tickets were not issued. Again, another instance of the accused's credibility not only becoming questionable but certainly demolished.

112 The matter did not end here as the accused then brought up a fourth explanation for her failure to issue the air tickets which again was described as a "*possible reason*"^[note: 75]. She claimed that she could have wanted to wait and see if there were cheaper tickets so that Gloree would make more profit^[note: 76]. This explanation defies logic. The accused has conceded that she would have to compensate Gloree if the price of the air tickets went up, and that she was placing herself at risk of suffering significant losses. I agree with the prosecution that it did not make any sense for the accused to have accepted this risk as she would not have benefited at all since she was on a fixed salary without any commission. Obviously, it was something that she concocted there and then as it was never raised to the prosecution witnesses.

113 This fourth position of the accused is also contradicted by her own conduct as she had testified that the earlier that the customer makes full payment the higher the chance of getting a promotion fare, and the more likely it is that seats would still be available^[note: 77]. She had explained that if there were five or six months to go, there would normally be a lot of available seats.

114 However, the accused later admitted that there was an instance where after issuing an invoice on 23 July 2012 for a customer who would be travelling in March 2013, she issued the air tickets on 8 August 2012, which is about two weeks after the invoice date. This is inconsistent with her position that she would wait and see if there were cheaper tickets, especially because there was still about eight months between the payment and the travelling dates for this customer. She then claimed that although she could not recall why she issued the air tickets for this customer, she could have issued the air tickets because there were no more seats available. This is again inconsistent with her earlier testimony that there would normally be a lot of seats available for travelling dates which were five to six months away. When this was brought to her attention, the accused claimed that she was only referring to normal fares as opposed to promotional fares. This is also not consistent with her earlier evidence, which did not distinguish between normal and promotional fares. She conceded nevertheless that the air tickets for the 10 customers were promotional fares.

115 In view of the fact that the accused has adopted four different positions for her failure to issue the air tickets for the customers which cannot be reconciled with each other and the inconsistencies of her evidence on this issue, the only irresistible conclusion I can reach is that these are mere excuses, which cannot be believed. Therefore, the accused has no credible

explanation for her failure to issue the air tickets for the 10 customers.

116 In respect of 2 customers, firstly Nancy Chay, the accused does not dispute that Nancy Chay had called a few times and told her that she wanted the air tickets and that she told Nancy Chay there was still some time until the departure date and she would not email the air tickets to her so soon^[note: 78]. The second customer, Charlie Teo, testified that when he called the accused about two to three weeks before his departure date and asked when he could get his air tickets, she said she was busy and would call him back. The accused did not return his call and did not respond to text messages. The accused conceded that when Charlie Teo's mother and Francine Tu called her in February or March 2013 and asked her when they could get their air tickets, she said she was busy and would call them back^[note: 79].

117 If the accused had a legitimate reason for failing to issue the air tickets for Nancy Chay and Charlie Teo, she should have told them when they asked for the air tickets but she did not, simply because she had absolutely no explanation for her failure to do so. If the accused had handed over the \$35,044 to Gloree, she would have issued the air tickets for the 10 customers as soon as possible. And, the accused knew that she did not issue the air tickets because to do so would lead to the detection of the fact that she had misappropriated \$35,044. In fact, the accused has agreed that if she had kept the \$35,044 for herself and issued the air tickets for the customers the finance staff would have discovered that there was no record of payment received from them^[note: 80].

118 The absence of receipts reflecting that the \$35,044 had been given to Gloree and the accused's failure to issue air tickets for the 10 customers, constitute objective evidence which proves that the accused did not hand over the \$35,044 to Gloree.

Did the accused destroy evidence relevant in this trial?

119 This pertained to the conversation which Alex had with the accused over the phone after she had left Gloree. He testified that they discussed about Morteza wanting to sue her and the accused told him that she had gotten rid of the evidence by burning documents from Gloree^[note: 81]. Alex wisely did not keep the conversation to himself. He shared it with Morteza and Jim who both testified that Alex had told them about this conversation with the accused. Morteza had also mentioned it in his police report, P19. There is therefore corroboration of Alex's testimony.

120 The accused denied that she told Alex that she burnt Gloree documents, and claimed that she merely said that she had thrown away a contact list of her regular customers before she joined Glaxis^[note: 82]. I had no hesitation in rejecting the accused's evidence as her credibility was questionable. Alex was perturbed enough by what the accused said about burning documents as he felt it was not right^[note: 83]. He was unmistakably clear about what the accused had said when he was cross-examined. The accused's denial of what Alex said with regard to burning of documents is tantamount to the accused saying that Alex had lied. Considering that the accused and Alex had a good relationship such that he even joined her at Glaxis, it is baffling to say the least, why Alex would fabricate something like this against the accused.

121 When the accused left Gloree, and Emlyn and Morteza went down to Glaxis's office, they discovered on 29 January 2013, that Gloree documents were in the accused's cabinet at Glaxis Travel. Morteza added that these documents included documents for the 10 customers and the accused did not provide any explanation why Gloree's documents were with her^[note: 84]. The accused has admitted that when she left Gloree, she consciously decided to take away D13 (69 white copies of receipts) which were in her desk drawer. However, she claimed that she did not think when she took away D13 and she was merely clearing her desk, but when asked why she did not throw away D13 in the rubbish bin, she evaded the question^[note: 85]. If the accused was innocent of all the charges that has been preferred against her there would be no need for to say as she did to Alex that *".. not to worry because I got nothing to let him take action"*^[note: 86] The accused's action of burning the documents, as she mentioned to Alex, can only mean one thing and that is, she had something to hide, and that was her guilt.

The value of exhibits D4 and D14 to the Defence

122 In her defence the accused has tendered 2 ring files, admitted as D4 and D14, which consists of documents including A4 sized receipts.

123 There is nothing from these documents which are of any use for the trial. Firstly, the accused was unable to shed any light on these documents as she has no personal recollection of these documents^[note: 87] The accused also admitted that she had nothing to prove that she had printed out any of the A4 sized receipts in D4 and D14 and gave them to customers. The reliability of these documents is also doubtful due to material discrepancies, as highlighted by the prosecution.

124 Even if the accused had issued these A4-sized receipts in D4 and D14 to other customers, it does not necessarily follow that she had therefore misappropriated monies from these other customers. Perhaps she did and perhaps she did not but the point is, it does not therefore follow that she did not misappropriate monies from the 10 customers. D4 and D14 is irrelevant in so far as the 10 customers^[note: 88] in this trial are concerned. For these 10 customers, the accused had issued the A4 sized receipts to conceal her misappropriation of the monies from them. This is particularly the case as there appear to be official Gloree receipts for the customers in D4 and D14, in comparison to the absence of official Gloree receipts for the \$35,044 from the 10 customers.

125 When cross-examined on D4 and D14 pertaining to the various customers, the accused admitted that there were receipts issued for all these customers^[note: 89]. The accused also admitted that these receipts fully accounted for all the amounts that were supposed to be paid to Gloree, on the face of the documents. In stark contrast, it is undisputed that there were no receipts for the \$35,044 from the 10 customers, and no credible explanation was given for this absence. Further, the accused had admitted that even if she had issued A4 sized receipts to customers, there should also be receipts issued by the finance staff for accounting purposes and to comply with the proper procedures^[note: 90].

Did the accused falsify the 2 invoices?

126 With regard to the 2 charges on falsification of the invoices, namely P16 and P18^[note: 91], it was not in dispute that at the material time, the accused was a clerk, officer or servant of Gloree and these documents belonged to Gloree. Emilyn testified that invoices were issued on Gloree's behalf^[note: 92]. The accused agreed that when she issued invoices, she does so as an employee of Gloree^[note: 93] and she would hand over a hardcopy invoice to the finance staff.

127 The issue here is whether the accused falsified P16 and P18 wilfully and with intent to defraud.

128 It is not in dispute that as part of Gloree's usual procedures, the sales staff would prepare hardcopy invoices and hand them to the finance staff. Emilyn testified that the accused would prepare the invoices for customers, and give copies to the finance staff together with the cash paid by these customers^[note: 94]. Anthony testified that sometimes the sales staff would give the cash and invoice to the finance staff, and on other occasions they would give the cash and the invoice number to the finance staff first with the invoice being given later^[note: 95]. The accused agreed that she would pass a copy of the invoice to the finance staff.^[note: 96]

129 The invoice which has been admitted as P16 is dated 31 October 2012 and it indicated that a deposit of \$476 had been paid by Evon Lim with a balance of \$560 as being due from him. It was found in Gloree's files as Emilyn testified that she first saw P16 when she was going through Gloree's files after there were complaints from customers that they had not received their air tickets despite making payment. Jim said that he had discovered it in Gloree's files^[note: 97].

130 The accused had handed \$560 from Evon Lim to Anthony, and Anthony issued P15, the receipt for \$560. She gave to Anthony P16 which is the supporting document for P15, according to him. While Anthony could not recall who gave P16 to him, it would usually be the accused. Emilyn testified that P16 should have been prepared by the accused because she was the sales staff handling Evon Lim. She added that P16 tallied with P15 because the invoice number and the amount matched.

131 While Anthony testified in cross-examination that he did not know for a fact that P16 was the supporting document for P15, this is the only reasonable inference based on the available evidence. It is an agreed fact that the accused received \$2,100 in cash from Evon Lim and that she gave the invoices in Annexes I1 and I2 of the ASOF to him. The invoices in Annexes I1 and I2 add up to a total of \$2,100. However, P16 gives the false impression that the accused had only collected \$560 from Evon Lim. Anthony testified that the invoice in Annex I1 of the ASOF did not tally with the \$560 that was given to him by the accused because Annex I1 stated a balance of \$1,050 which meant that he should have received \$1,050 from the accused, instead of \$560.

132 Anthony said that if the accused had given him \$560 in cash and Annex I1, he would have asked her why the figures did not tally and when she was expecting to receive \$1,050^[note: 98]. Therefore, if the accused had given \$560 in cash and Annexes I1 and I2 to Anthony, he would have raised the same questions. Anthony said he thought the accused had received \$560 from Evon Lim because the balance in P16 was \$560^[note: 99]. Emilyn testified that there should not be two invoices with the same date for different amounts issued for the same customer, unless there was an amendment^[note: 100]. P16 and Annex I1 have the same date and relate to the same customer, but have different amounts.

133 In relation to the CBT Charge, the accused gave \$560 to Anthony, and kept the remaining \$1,540 for herself. The only reasonable inference is that instead of handing Annexes I1 and I2 to Anthony (which would have risked discovery of her misappropriation), she created P16 and gave it to him to create the false impression that she had only received \$560 from Evon Lim, thereby concealing the fact that she had actually received \$2,100. The accused had thereby falsified P16 wilfully and with intent to defraud.

134 I now turn to P18, an invoice dated 4 December 2012, stating that a deposit of \$1,000 had been paid by Hoh Li Li and a balance of \$1,352 was due. P18 was found in Gloree's files. Emilyn said either Jim or Anthony could have retrieved P18 as they were going through all the files^[note: 101]. The accused has given the \$1,000 paid by Hoh Li Li to Ram who issued P17, a receipt for the said sum. P18 is the supporting document for P17 and was handed by the accused, who was the sales person dealing with Hoh Li Li, to Ram. While Anthony had testified that he did not know whether P18 was the supporting document for P17, but if there was a supporting document it would have looked like P18 which is usually given by the sales person. Emilyn said P18 was prepared by the accused and was given to the finance staff as a supporting document for P17^[note: 102].

135 The accused claimed that she did not know whether she was the person who gave P18 to Ram, and the only other possibility was that P18 was printed again. However, she could not think of any reason why someone would do that. On the other hand, while Anthony testified in cross-examination that he did not know for a fact that P18 was linked to P17, this is the only reasonable inference based on the available evidence.

136 It is an undisputed fact that the accused received \$2,352 in cash from Hoh Li Li and gave the invoice in Annex J of the ASOF to Hoh Li Li. Annex J states a total of \$2,352 but P18 gives the false impression that the accused had only collected \$1,000 from Hoh Li Li. Anthony testified that Annex J does not tally with P17, because Annex J refers to the receipt of \$2,352 and not \$1,000 and therefore Annex J also does not tally with P18. He would have asked the accused where the remaining money was^[note: 103] if she had given him Annex J and \$1,000 in cash. Emilyn testified that P18 is incorrect because the amount should be \$2,352 instead of \$1,000^[note: 104].

137 In relation to the CBT charge, the accused gave \$1,000 to Ram, and kept the remaining \$1,352 for herself. The only reasonable inference is that instead of handing Annex J to Ram (which would have risked discovery of her misappropriation), the accused created P18 and handed it to Ram to create the false impression that she had only received \$1,000 from Hoh Li Li, thereby concealing the fact that she had actually received \$2,352. The accused had thereby falsified P18 wilfully and with intent to defraud. The evidence as mentioned in the preceding paragraphs proves beyond a reasonable doubt that the accused is guilty of the falsification charges.

Summary

138 To reiterate, the absence of official Gloree receipts for the \$35,044 received from the 10 customers, the lack of any credible reason offered by the accused to explain this absence, her concession that there should be official Gloree receipts if she had handed the monies and the accused's failure to issue air tickets despite receiving full payment resoundingly pointed to her guilt.

139 In summary, therefore I find there has been sufficient and convincing evidence adduced in this trial to prove all the elements of the CBT charge, the forgery charges and the falsification charges against the accused. The evidence from Emilyn and Morteza has been substantially corroborated by the evidence from the other prosecution witnesses and the admissions from the accused which has been addressed in the preceding paragraphs. The accused is not a credible witness. Throughout the trial, the accused was evasive and less than forthright. Her testimony was peppered with a series of "If I am not wrong"^[note: 105] which therefore strongly suggest that she could have been wrong and little weight can be given to her account. I find too that her evidence amounted to nothing more than a series of afterthoughts, implausible and incredible explanations,

and material inconsistencies and consistent shifts in position. When confronted with the evidence of these witnesses, including the investigating officer, the accused would invariably respond that they had lied and invariably too she was not able to offer any reason why they lied against her.

Conclusion

140 In conclusion, based on the totality of the evidence, and for all the reasons stated in the preceding paragraphs, I held that all the necessary ingredients to prove the elements of the 12 charges, which comprises the CBT charge, 10 of the forgery charges and the 2 falsification charges against the accused had been established by the prosecution. I was satisfied that the prosecution had proven its case against her beyond all reasonable doubt. I therefore found the accused guilty and convicted her on these 12 charges. I granted the application of the prosecution for a discharge amounting to an acquittal on 2 of the forgery charges, namely the 11th and the 12th charges (DAC 927363- 64/2015).

141 Upon her conviction, I was informed that the accused had no antecedents. In their address on sentence, the prosecution, citing the aggravating factors and sentencing precedents, urged the court to impose a global imprisonment term of at least 13 months. They highlighted the fact that the accused did not make any restitution and did not plead guilty at the first available opportunity. The defence, in their written plea in mitigation, stressed the fact that the accused is a first offender with regard to the charges that she has been convicted of and although she had convictions under the Women's Charter, these offences were committed after she had been charged for the current offences. They submitted that the sentence for the CBT charge should be in the region of 4 months imprisonment, 2 to 4 weeks imprisonment for each forgery charge and 2 weeks imprisonment for each falsification charge. In totality, they were of the view that the aggregate sentence should not exceed 5 to 6 months imprisonment.

142 As a starting point, I note that the prescribed punishment under section 408 of the Penal Code for the offence of CBT as a servant is mandatory imprisonment for a term which may extend to 15 years and a discretionary fine. For the forgery charge under section 465 of the same Code, the punishment is imprisonment which may extend to 4 years or with fine, or with both. For the falsification of the invoice charge under section 477A of the Penal Code, the punishment is mandatory imprisonment which may extend to 10 years or with a fine or both.

143 In determining the appropriate sentence, I agree that specific and general deterrence must be the key sentencing considerations for offences of CBT: *PP v Osi Maria Elenora Protacio* [2016] SGHC 78 at [11]. I see no reason not to adopt the same principles for the Forgery and Falsification Charges. I also accept the prosecution's submission that I should consider the following factors:

- a) Firstly, the fact that the accused had been employed by Gloree to set up the outbound department and she was in charge of this department. This was an undisputed fact. As such the degree of trust reposed in her was substantial;
- b) Secondly, the accused had dishonestly misappropriated the sum of \$35,044. This amount is fairly huge;
- c) The accused did not make any restitution and made no offer to do so, after I found her guilty and convicted her of the charge of CBT;
- d) The accused committed the offence over a period of 3 months and she took the monies from 10 customers;
- e) The loss to Gloree was not just the sum of \$35,044 which the accused had misappropriated as the company had to purchase air tickets for four customers to travel and settled claims made by some customers in the Small Claims Tribunal;
- f) The accused covered up her misappropriation by forging and falsifying documents, thereby committing Forgery and Falsification offences in addition to the CBT Charge.

144 While it was the accused's prerogative to claim trial, and this was a neutral factor, she would not be entitled to any discount usually afforded to persons who wisely pleaded guilty at the first available opportunity. There was therefore a clear lack of remorse on her part.

145 With regard to the sentencing precedents, I was referred to the case of Gopalakrishnan *Vanitha v PP* [1999] 3 SLR(R) 310 ("Gopalakrishnan"), where the accused, a secretary/office administrator entrusted with pre-signed blank cheques, was convicted after a trial on three charges of criminal breach of trust as a servant under s 408 of the Penal Code (Cap 224, 1985 Rev Ed). The first and second charges were in respect of \$11,369.73 and \$12,440, while the third charge was in respect of \$30,113.29. No restitution was made. The accused was sentenced to six months' imprisonment on the first and second charges, and 12 months' imprisonment on the third charge. The trial judge ordered the sentences for the first and third charges to run consecutively, resulting in a total sentence of 18 months' imprisonment. The High Court dismissed the accused's appeal against conviction and sentence, and stated (at [35]):

35 *"The maximum custodial sentence possible under s 408 of the Penal Code is seven years. The trial judge rightly noted that the sentence imposed for these types of offences depended on the value of the sums misappropriated and that for the amounts involved such as in the present case, the sentence ranged from nine to 15 months' imprisonment. Strictly speaking, the sentence that could have been imposed upon the appellant would be a term of 15 months for each convicted charge and this, by virtue of s 18 of the Criminal Procedure Code (Cap 68), would amount to a total of 30 months' imprisonment. By comparison, the current sentence of a total of 18 months' imprisonment appeared to be inadequate. Furthermore, the appellant had not sought to mitigate at all, whether by pleading guilty or making restitution. In light of the amounts that had been misappropriated, I affirmed that the term of 18 months' imprisonment imposed altogether for the three convictions was not manifestly excessive and should remain."*

146 Notably, the maximum sentence for the charges in Gopalakrishnan was seven years' imprisonment, but with the amendment to the Penal Code, the maximum sentence for the CBT as a servant is now 15 years' imprisonment. In *PP v Lam Leng Hung* [2017] 4 SLR 474 ("Lam Leng Hung"), the High Court held (at [387]) that Parliament had increased the maximum sentence for criminal breach of trust simpliciter in 2008 because Parliament "*viewed the offence as more serious and therefore requiring stiffer punishments in line with current societal trends and circumstances*". The same reasoning must necessarily apply to Parliament's decision on the same occasion to increase the maximum sentence to 15 years' imprisonment for criminal breach of trust as a servant. I agree with the prosecution that the courts ought to give due weight to the increased maximum sentence in sentencing the accused in the present case, as compared to Gopalakrishnan.

147 In the more recent case of *Kavitha d/o Mailvaganam v PP* [2017] 4 SLR 1349 ("Kavitha") at [22], the High Court said that the appropriate sentence would be ten months' imprisonment for an offender who pleaded guilty to a charge under s 408 of the Penal Code (Cap 224, 2008 Rev Ed) for misappropriating \$30,423.96, who made partial restitution of \$2,000, and who had dated theft antecedents that deserved minimal weight. The sentencing range as indicated in *Gopalakrishnan* was hence affirmed. ([21]).

148 Turning to the facts of this case, the amount misappropriated is far larger, the accused did not plead guilty and there was no restitution. There were also 9 Forgery and 2 Falsification Charges. Taking all these factors into account, the sentence for the CBT charge should be at the upper end of the range of 9 to 15 months imprisonment. Nevertheless, I was prepared to accord the accused some undeserved leniency and decided that a sentence of 10 months imprisonment would be adequate, given that the accused was not holding a very senior or management position in the company.

149 With regard to the forgery and falsification charges, I agree with the defence that these offences in themselves did not cause any loss to Gloree or the customers. The primary offence remained the CBT charge and the forgery and falsification charges were interconnected to the CBT charge. The accused had committed these additional offences to cover up her tracks in the CBT offence. And while I was of the view that she still deserved a custodial sentences for these offences, they should not be substantial. In any event, the defence has wisely conceded that the sentences should be custodial in nature and the range of 2 to 4 weeks imprisonment which they submitted was not seriously challenged by the prosecution. Considering the matter in totality, I find that a sentence of 1 month imprisonment per charge for the forgery and falsification offences would be appropriate.

150 In summary , I passed the following sentences on the accused:

Case No:	Section	Sentence
DAC-927353-2015 (1 st charge)	<i>Section 408 Penal Code Cap 224</i>	10 months imprisonment
DAC-927355-2015 to DAC-927365-2015 (3 rd - 13 th charge)	<i>Section 465 Penal Code Cap 224</i>	1 month imprisonment per charge
DAC-927366-2015 & DAC-927367-2015 (14 th & 15 th charge)	<i>Section 477A Penal Code Cap 224</i>	1 month imprisonment per charge
Further Orders	Sentences in DAC-927353-2015, DAC-927355-2015 and DAC-927366-2015 to run consecutively. Sentences in DAC-927356-2015 to DAC-927362-2015, DAC-927365-2015 and DAC-927367-2015 to run concurrently	
Total	12 months imprisonment	

151 While I am mindful that at the very minimum, only 2 terms of imprisonment needed to be ordered to run consecutively as long as it includes the longest term, taking into account the fact that the accused had committed 12 offences, and in particular the fact that the loss to the victim, Gloree, was not only the significant sum of \$35,044, considering the amounts they had to compensate the affected customers, I was of the view that making 3 terms of imprisonment run consecutively would adequately reflect her culpability. The ultimate sentence of 12 months imprisonment would not be crushing nor manifestly excessive, as it does not affect the totality principle and is sufficiently lengthy to achieve the necessary deterrent effect. More significantly, it was still well within the range of 9 to 15 months imprisonment.

152 The prosecution informed me that on 8 September 2017, the accused was sentenced by another court to a total sentence of 14 weeks' imprisonment with effect from 31 January 2018, and to pay a fine of \$1,885 (in default to serve 2 weeks' imprisonment), for offences which she committed in 2015 and 2016. I therefore ordered, which was not objected to by her defence counsel, for her sentence of 12 months imprisonment to take effect, after she had served her 14 weeks imprisonment term.

153 The accused is currently on bail pending the hearing of her appeal.

[note: 1] These documents are annexed to the ASOF as Annexes A1, A2 and A3 (for customer Kea Lay Ting), and so on, until Annex J (for customer Hoh Li Li). Apart from the accused's signature, the handwriting on Annexes A2, A3, B, C1, C2, D1, D2, E1 and I1 does not belong to the accused. Please refer to p 4 for the Index to the Annexes.

[note: 2] Annex K

[note: 3] Day 11, page (pg) 81, line 29 to page 82, line 1.

[note: 4] Exhibits P1 (\$1,070), P3(\$1,500), P12(\$560) and P17(\$1,000).

[note: 5] Accounts have, at times, been referred to as Finance. For the avoidance of doubt, they are one and the same.

[note: 6] Day 9, pg 45, line 31 to page 46, line 4.

[note: 7] Day 3, pg 15, line 8-19.

[note: 8] Paragraph 5 and 6 of the ASOF.

[note: 9]Day 10, pg 81, line 28 – 31.

[note: 10]Day 7, pg 22, line 16 to pg 37 line 8.

[note: 11]Day 1, pg 29, line 15-16.

[note: 12]Day 1, pg 46, line 13-25.

[note: 13]Day 16, pg 13, line 8 - 14

[note: 14]Day 13, pg 15, line 12-16

[note: 15]Page 4 of P39.

[note: 16]Day 4, pg 4, line 26-27.

[note: 17]Day 4, pg 6, line 23.

[note: 18]Day 4, pg 24, line 29-31.

[note: 19]Day 4, pg 5, line 29-30.

[note: 20]Day 9, pg 40, line 27-28.

[note: 21]Day 5, pg 7, line 2-3.

[note: 22]Day 5, pg 7, line 20-27.

[note: 23]Day 4, pg 39, line 21-30.

[note: 24]Day 4, pg 72, line 31 to pg 73, line 8.

[note: 25]Day 10, pg 80, line 18.

[note: 26]Day 10, pg 81, line 4-8.

[note: 27]Answer 18 to Question 18 at page 4 of P38.

[note: 28]Day 11, pg 23, line 26-33.

[note: 29]Day 12, pg 28, line 1-32.

[note: 30]Day 12, pg 29, line 17-23.

[note: 31]Day 12, pg 29, line 31-32.

[note: 32]Day 6, pg 42, line 20.

[note: 33]Day 7, pg 178, 31-32.

[note: 34]Day 12, pg 40, line 10-13 and line 22-23.

[note: 35]Day 14, pg 29, line 18-22.

[note: 36]Day 14, pg 8, line 15-19.

[note: 37]Day 13, pg 51, line 3 -6.

[note: 38]Day 1, pg 50, line 29 to pg 51, line 2.

[note: 39]Day 5, pg 11, line 26 - 29.

[note: 40]Annex L of the ASOF

[note: 41]Day 3, pg 23, line 27-30.

[note: 42]Day 14, pg 10, line 27-31.

[note: 43]Day 14, pg 7, line 23.

[note: 44]Day 9, pg 67, line 7-10.

[note: 45]Day 3, pg 24, line 1-2.

[note: 46]Day 11, pg 24, line 32.

[note: 47]Day 15, pg 6, line 17.

[note: 48]Day 15, pg 26, line 11-22.

[note: 49]Day 15, pg 16, line 11-12.

[note: 50]Day 11, pg 37, line 24-28.

[note: 51]Day 11, pg 36, line 30-33.

[note: 52]Day 10, pg 49, line 25-26.

[note: 53]Day 11, pg 37, line 29 to pg 38, line 9.

[note: 54]Day 10, pg 84, line 7-8.

[note: 55]Day 1, pg 32, line 27 to pg 33, line 2.

[note: 56]Day 2, pg 130, line 21-24.

[note: 57]Day 7, pg 80, line 3-28 and pg 89, line 10 to pg 90, line 2.

[note: 58]Day 4, pg 12, line 18-30.

[note: 59]Day 4, pg 49, line 1-8.

[note: 60]Day 5, pg 12, line 11-15.

[note: 61]Day 10, pg 76, line 21-30.

[note: 62]Day 2, pg 135, line 6-13 and pg 136, line 14-17.

[note: 63]Day 3, pg 67, line 8-19.

[note: 64]Day 7, pg 124, line 30 to pg 125, line 12, Day 8, pg 32, line 11-14.

[note: 65]Day 8, pg 117, line 10-29.

[note: 66]Day 7, pg 94, line 12-15.

[note: 67]Day 16, pg 25, line 25 to pg 26 line 27.

[note: 68]Day 3, pg 87, line 17-19, pg 91, line 28-32.

[note: 69]Day 3, pg 101, line 7-13 and pg 107, line 12-26.

[note: 70]Day 3, pg 99, line 27 to pg 100, line 4 and pg 104, line 6-14.

[note: 71]Day 4, pg 53, line 12-30.

[note: 72]Day 7, pg 84, line 7-25 and pg 85, line 20 to pg 86 line 28.

[note: 73]Day 8, pg 121, line 1-8.

[note: 74]Day 14, pg 12, line 17-23.

[note: 75]Day 10, pg 80, line 30.

[note: 76]Day 10, pg 89, line 27-32.

[note: 77]Day 11, pg 46, line 26 to pg 47, line 1.

[note: 78]Day 13, pg 53, line 21 to pg 54, line 6.

[note: 79]Day 13, pg 51, line 26-31.

[note: 80]Day 14, pg 20, line 26-30.

[note: 81]Day 4, pg 74, line 1-2.

[note: 82]Day 10, pg 19, line 22-30.

[note: 83]Day 4, pg 75, line 28.

[note: 84]Day 7, pg 110, line 7- 11.

[note: 85]Day 11, pg 75, line 9-16.

[note: 86]Day 11, pg 77, line 8.

[note: 87]Day 10, pg 39, line 1-26 and Day 13, pg 20, line 17-19.

[note: 88]Day 10, pg 23, line 7-9.

[note: 89]Day 13, pg 27, line 25 to pg 28, line 3.

[note: 90]Day 11, pg 81, line 29 to pg 82, line 1.

[note: 91]These concerned the customers Evon Lim and Hoh Li Li.

[note: 92]Day 1, pg 22, line 19.

[note: 93]Day 10, pg 78, line 3-5.

[note: 94]Day 1, pg 20, line 17 to pg 22, line 15.

[note: 95]Day 5, pg 8, line 6-11.

[note: 96]Day 9, pg 44, lines 2-3.

[note: 97]Day 16, pg 22, line 5-6.

[note: 98]Day 6, pg 9, line 3-6.

[note: 99]Day 6, pg 8, line 14-19.

[note: 100]Day 1, pg 66, line 15-25.

[note: 101]Day 1, pg 72, line 29 to pg 74, line 26.

[note: 102]Day 1, pg 72, line 18 to pag 73, line 7.

[note: 103]Day 6, pg 11, line 2-4.

[note: 104]Day 1, pg 73, line 14-21.

[note: 105]Day 9, pg 47, line 22, pg 48, line 6, pg 53 line 5, Day 10, pg 7, line 13, pg 48, line 3, Day 12, pg 62, line 18, Day 13, pg 32, line 9, Day 14, pg 6, line 10 (This is just a few examples)

BACK TO TOP