A*Glasstech Pte. Ltd. *v* Full-Glass Pte Ltd
[2019] SGDC 82

Case Number : District Court Suit No. 3749 of 2017, RA 95 of 2018, RA 96 of 2018, RA 97 of 2018

Decision Date : 30 April 2019

Tribunal/Court : District Court

Coram : Chiah Kok Khun

Counsel Name(s) : Ms Doris Chia Ming Lai and Mr Amos Wee Choong Wei (DC Law LLC) for the Plaintiff.; Mr Derek Kang Yu Hsien (Cairnhill Law LLC) for the Defendant.

Parties : A*Glasstech Pte. Ltd. — Full-Glass Pte Ltd

Civil Procedure – striking out

Civil Procedure – summary judgment

[LawNet Editorial Note: An appeal to this decision has been filed in RA 95-97/2018.]

30 April 2019

District Judge Chiah Kok Khun:

Introduction

1 This trio of Registrar's Appeals ("**RAs**") before me concern two applications that the Plaintiff had taken out in the Suit herein; and one taken out by the Defendant. The two applications filed by the Plaintiff were:

a. An application to strike out the whole of the Defendant's counterclaim, i.e. [6] to [15] of the Defence and Counterclaim (Amendment No. 1) filed on 7 February 2018.[note: 1]

b. An application for summary judgment to be entered on the Plaintiff's claim of $230,329.41 ("**the claim**");[note: 2]

2 The application[note: 3] taken out by the Defendant was to consolidate the Suit herein ("**the DC Suit**") with Suit No. MC 21545/2017 ("**the MC Suit**").

3 In respect of these applications, the learned Deputy Registrar ("**DR**") struck out the counterclaim, allowed the summary judgment in the sum of $230,329.41, made no order on the consolidation application and ordered costs in favour of the Plaintiff.[note: 4] The Defendant appealed against all of the DR's decisions.

4 The Plaintiff is in the business of glass supply and glass processing services. The Defendant is in the business of supply and installation of materials in construction and development projects[note: 5]. The DC Suit is an action by the Plaintiff against the Defendant for 383 unpaid invoices for the supply of glass and provision of glass processing services (such as glass laminating, tempering and heat strengthening) by the Plaintiff to the Defendant. These unpaid invoices concerned about 170 projects of the Defendant and added up to a total sum of $230,329.41. Other than this action in the DC Suit, the Plaintiff has a

separate action against the Defendant in the MC Suit in respect of 14 unpaid invoices for glass lamination and other services amounting to $12,381.13 for a project known as the Jurong Gateway project.[note: 6] It is not disputed that none of the invoices claimed in the DC Suit relates to the invoices claimed in the MC Suit.[note: 7]

5 On 7 February 2018, the Defendant amended its Defences in both the DC Suit and MC Suit and added a counterclaim to each action ("**the counterclaims**"). It is not disputed that the counterclaims are identical.[note: 8] The Defendant also admits that the contents of these identical counterclaims relate solely to the Jurong Gateway ("**J Gateway**") project.[note: 9]

6 At this juncture, it would be useful to set out some background to the commercial dealings between the parties leading to the current litigation. The Plaintiff and the Defendant had a business relationship which started sometime in 2008. It appears undisputed that throughout their years of dealings, the Defendant would place orders for glass and/or glass processing services with the Plaintiff and the Plaintiff would issue invoices after each order was delivered. The Plaintiff would not request for payment on these invoices immediately but would accumulate several invoices and request for payment from the Defendant in a consolidated Statement of Account, as a lump sum payment.[note: 10]

7 According to the Defendant, these Statements of Account would not differentiate between J Gateway and non-J Gateway projects, or any projects for that matter.[note: 11] Similarly, lump sum payments made by the Defendant to the Plaintiff would also not distinguish between whether the payments were for particular projects. It would appear that on occasions, where there were either over-payment or under-payment by the Defendant to the Plaintiff, the Plaintiff would carry these amounts over to the next Statement of Account, and apply the same to another outstanding invoice which would then be reflected as credit sales under a subsequent consolidated Statement of Account.

8 On 21 December 2017, the Plaintiff filed Writs of Summons for both the DC Suit and the MC Suit. The Defendant's contention is that the Plaintiff sought to differentiate the invoices in the Statement of Account into: (i) J Gateway invoices (i.e. the subject matter of the MC Suit); and (ii) non-J Gateway invoices (i.e. the subject matter of the DC Suit), when at all material times prior, the Plaintiff had treated all invoices (for any and all projects) as part of one consolidated course of dealing, and payment sought collectively through a single Statement of Account.

The Sequence of the Orders made by the Deputy Registrar

9 This leads to a preliminary matter in the RAs that I will deal with here. The Defendant contends that the order in which the DR decided to hear the three applications prejudiced the outcome of the applications against the Defendant.

10 The Defendant points out that the DR had noted preliminarily that "*it was fairer and more sensible to hear arguments on all three applications before making my orders".*[note: 12]The Defendant says that subsequently however, in his decision, the DR had:

a. First struck out the Defendant's counterclaim in the DC Suit (the subject matter of RA97);[note: 13]

b. Then, considered the Plaintiff's application for summary judgment before the Defendant's consolidation application and took the view that only if summary judgment were denied would he go on to consider the Defendant's consolidation application (the subject matter of RA96);[note: 14]

c. Finally, allowed summary judgment to be entered against the Defendant in the DC Suit and completely left the Defendant's consolidation application unconsidered (the subject matter of RA95).[note: 15]

11 The Defendant says that in deciding right at the outset to strike out the Defendant's counterclaim, he placed the Defendant at a disadvantage when the court eventually had to consider the summary judgment application because the Defendant would be, at that point, devoid of a defence of set-off (because the counterclaim in the DC Suit had been struck out). The Defendant complains that the approach taken by the DR rendered the Defendant's consolidation application nugatory, effectively deciding against the Defendant without even considering the merits of the Defendant's consolidation application. The Defendant contends that the prejudice suffered by the Defendant pursuant to the approach taken by the DR is significantly larger than that which the Plaintiff might suffer if the court had granted consolidation and subsequently denied the Defendant's

summary judgment application. This is because, even if summary judgment were denied, the Plaintiff would still have a chance to make out its case against the Defendant at trial. However, if summary judgment were granted against the Defendant, the Defendant would be completely shut out from making its defence.[note: 16]

12 The Defendant submits that the fairest and most logical approach is:[note: 17]

a. First, to consider the consolidation application for moving and/or combining the MC Suit with the DC Suit;

b. Second, to consider the summary judgment application on the basis that a counterclaim had been filed by the Defendant in the same suit;

c. Lastly:

i. If consolidation is granted at (a), the striking out application would fall by the wayside;

ii. If consolidation is not granted, and leave to defend had been granted, consider whether the counterclaim ought to be struck out on its merits.

13 In my view, a distinction must be drawn between the order of *hearing* the applications; and the order of *adjudicating* the applications. There is no dispute that the DR had heard all three applications together, before making his orders. That must be the approach in dealing with these applications. They are inter-related, and they have to be heard and considered together. In the same vein, I heard all three RAs together and counsel agreed at the beginning of the hearing that I should do so. It is a different question in regard to the order the applications are adjudicated. The order of adjudication would be an integral part of the decision of the court in respect of the three applications. What the Defendant is contending in fact is that the DR ought not have decided the applications in the sequence he did. Implicit in that contention however, is the refutation of the DR's determination in respect of each of the applications. The sequence of adjudicating the three applications flows directly from the decision the DR made in respect of each of the applications. The sequence of the orders in respect of the three applications was a function of his decision in respect of the applications. In this regard, I see no merit in the contention that the approach as reflected in the order of the DR's decision on the applications was wrong in itself. The correctness or otherwise of the decision lies in the determination by the DR in respect of the applications; and not the order of hearing or determining the applications.

14 In any event, the sequence of the eventual orders made by the DR goes well with reason. If the counterclaim is unmaintainable and should be struck out, that order should rightly be made first. The summary judgment application should then be determined next, as in the event that judgment was granted (which was the case) in respect of the DC Suit, there would be no necessity to consider any consolidation with the MC Suit. It should be noted that the sequence of filing by parties of the applications was the Plaintiff's application to strike out the counterclaim in the DC Suit first; followed by the Defendant's application to consolidate the MC and DC Suits and then the Plaintiff's application for summary judgment in the DC Suit. In this regard, it cannot be seriously disputed that the Defendant's application to consolidate the two Suits was in response to the Plaintiff's application to strike out the counterclaim in the DC Suit.

15 I turn now to each of the three applications, which corresponds to the three RAs before me. I will address them in the sequence that the DR gave his orders. The first is the striking out of the counterclaim.

The Striking Out Application

16 The law on striking out is uncontroverted. Under Order 18, Rule 19(1) of the Rules of Court, the court may strike out any pleading on the ground that:

a. it discloses no reasonable cause of action or defence, as the case may be;

b. it is scandalous, frivolous or vexatious;

c. it may prejudice, embarrass or delay the fair trial of the action; or

d. it is otherwise an abuse of the process of the court.

17 Specifically, it has been held that it is an abuse of process of the court and also vexatious to bring duplicate actions based on the same cause of action. See ***Terrestrial Pte Ltd v Allgo Marine Pte Ltd*** [2013] 3 SLR 527, ("***Terrestrial***") at [13], [14], [15], [16] & [21]. This applies to counterclaims as well, as a counterclaim effectively operates as a separate action under Order 15 rule 2, for which a defendant is put in the position of a plaintiff (*Terrestrial* at [15]).

18 In *Terrestrial*, where the respondent filed a Statement of Claim in its action against the appellant which was identical to its counterclaim in the appellant's action, the High Court struck out the respondent's Statement of Claim as being frivolous or vexatious and an abuse of the process of the court. It was held that the duplicate claim would result in increased costs to the appellant (at [21]). It is plain that in law, a duplicated counterclaim would be struck out.

19 The Defendant, on the other hand contends that there is a distinction between cases where a litigant had initiated identical claims against a respondent in two separate proceedings and cases where a litigant had pleaded identical counterclaims in order to defend himself against the respondent's separated claims. The Defendant contends that in *Terrestrial*, the respondent initiated a separate suit which was identical to its counterclaim in the applicant's suit. In the present case, however, it was the Plaintiff who had deliberately initiated two separate actions which stems from the same Statement of Account and the same course of dealings between parties. The Defendant submits that had the Plaintiff filed a single suit against the Defendant (which is what the Defendant is trying to achieve through the consolidation application), the Defendant would have only filed a single counterclaim. The Defendant gave the hypothetical example that if a plaintiff had filed 100 different law suits (each in respect of 1 out of 100 unpaid invoices against a defendant), the Plaintiff should not be allowed to argue that the defendant was not entitled to file a counterclaim and/or plead a defence of set-off in 99 out of the 100 different law suits.[note: 18]

20 In other words, the Defendant says that it is simply responding to proceedings which the Plaintiff tactically elected to commence separately, in full knowledge that the Defendant would have to respond to the same by way of its counterclaim against the Plaintiff. The Plaintiff has given no good explanation as to why it chose to file two separate suits against the Defendant and the only reasonable inference is that it did so to try to seek an improper advantage in litigation. Further, as the Plaintiff's striking out application is based solely on the fact that the counterclaims in the DC Suit and the MC Suit are duplicated, it is unreasonable that the Plaintiff has sought to strike out the counterclaim in the DC Suit, and not the MC Suit. The only reasonable inference is that the Plaintiff had done so tactically so as to try to prevent the Defendant from being availed of a defence of set-off in the DC Suit.[note: 19]

21 I am unable to agree with the Defendant's position. There is a distinction in civil proceedings between what procedural step is permissible in law and what is permissible as a matter of strategy. If a step taken by a party is not allowable in law, that it is taken as a matter of litigation strategy does not render it allowable. If a party in a case takes measures that are permissible in law but which incur unnecessary costs, purely as a matter of strategy, the opposing party that takes counter measures is not exempt from adherence to procedural law. That the opposing party is answering an unreasonable step taken by the first party does not legitimise any procedural step taken by the opposing party that is not allowed in law. Any unreasonable step taken by the first party is a matter for case management. The court has tools in its case management tool box to manage any costs wasting steps taken by parties.[note: 20] It is not for the opposing party to flout procedural law to answer any unreasonable step taken. That the Defendant was merely countering procedural tactics of the Plaintiff in this case is not an answer to the question of whether the duplicate counterclaim should be struck out. By the same token, the Defendant's complaint that the Plaintiff had chosen, as a matter of tactics, to apply to strike out the counterclaim in the DC Suit and not the MC Suit does not assist the Defendant.

22 The Defendant also refers to the case of ***PT Muliakeramik Indahraya TBK v Nam Huat Tiling & Panelling Co Pte Ltd*** [2006] SGHC 154 ***("PT Muliakeramik")*** where the High Court noted at [16]:

"While it is possible to analogise a defendant who is counterclaiming to a plaintiff, it may be quite a different matter to try and equate the two. A defendant is not the instigator of the litigation; he is instead the party brought into the proceedings and who has to defend himself against attack. The fact that he subsequently decides to take an extra step to

pursue a counterclaim does not necessarily equate to a plaintiff who has decided to take the first step to initiate legal proceedings .”

23 The Defendant relies on *PT Muliakeramik* to argue that a counterclaim ought to be given a different treatment from a claim. In my view, that a counterclaim does not equate a claim does not answer the question before us. Whilst a counterclaim might not equate a claim, it is a different question whether the filing of the counterclaim should conform to procedural law. There is no dispute that the counterclaims in the two Suits are identical. The Plaintiff applied to strike out the duplicate counterclaim in the DC Suit. In my view, it is clear that the DR’s decision to allow the application to strike out is correct.

The Summary Judgment Application

Bona fide triable issue

24 I turn to the next order made by the DR, which was to grant summary judgment in the sum of $230,329.41. The law in respect of summary judgment is uncontroverted. The Plaintiff referred to the case of ***Capital Springboard Ltd and 45 others v Vangard Project Management Pte Ltd and another*** [2018] SGHC 29 (“***Capital Springboard***”), which set out the established approach to summary judgment applications:

a. A plaintiff must first show that he has a *prima facie* case; and

b. If the plaintiff satisfies (a), then the burden shifts to the defendant to show that either: (i) there is an issue or question in dispute which ought to be tried; or (ii) that there ought for some other reason to be a trial.

25 It is common for a defendant to make mere assertions in answer to a summary judgment application. The Plaintiff referred to ***M2B World Asia Pacific Pte Ltd v Matsumura Akihiko*** [2015] 1 SLR 325 (“***M2B***”) at [19], where it was held that where:

“*such assertion, denial or dispute is equivocal, or lacking in precision or is inconsistent with undisputed contemporary documents or other statements by the same deponent, or is inherently improbable in itself”*, then *“the judge has a duty to reject such assertion or denial, thereby rendering the issue not triable*”.

26 In the present case, the Defendant does not dispute that the sum of $227,687.04 out of the total claim of $230,329.41 is owing.[note: 21] Counsel for the Defendant confirmed this positon at the hearing of the RAs before me. It is settled law that where an admission has been made by the Defendant, summary judgment for that sum ought to be ordered. In any event, I note that the Plaintiff had for good measure produced affidavit evidence of all the supporting documents in respect of its claim. [note: 22]

27 As for the balance amount of $2,642.37, the Plaintiff submits that it should be granted summary judgment as the Defendant did not plead in its Defence any other grounds on which it disputed the Plaintiff’s claim. The Defendant did not plead that it was disputing that: (i) the invoices were valid; (ii) it had agreed to apply the Plaintiff’s prices lists; and (iii) it had agreed to pay the Plaintiff’s prices as claimed by the Plaintiff. I note that the Defendant asserted its dispute to the invoices relating to the sum of $2,642.37 in Tan’s 5th Affidavit at [9]. However, I also note that these invoices were not disputed on any of these grounds until Tan’s 5th Affidavit (filed on 23 May 2018). More importantly, there is no document offered by the Defendant to support these new allegations in respect of the invoices which were issued since 2016 and 2017. There are no detailed assertions of any agreement between the parties to the application of a different price list to the invoices. In the circumstances, I am therefore unable to find that the Defendant has raised any *bona fide* issue for trial in respect of the entire claim for $230,329.41. In this regard, I agree with the DR’s determination that there was no *bona fide* triable issue.

The counterclaim

28 As alluded to above, the Defendant did not plead any grounds in the defence to dispute the claim. The Defendant’s only defence to the claim is that it has a defence of set-off based on the counterclaim in this action. No other defences are pleaded. It follows that with the counterclaim struck out, the Defendant has no defence to the summary judgment application. I shall

however, for completeness, consider whether the counterclaim amounted to a defence of set-off.

29 In respect of the law in this regard, both parties reply on the authority of ***Kim Seng Orchid Pte Ltd v Lim Kah Hin (trading as Yik Zhuan Orchid Garden)*** [2017] SGHC 4 ("***Kim Seng***"). At [98], the High Court set out a practical framework for determining whether summary judgment ought to be ordered where there is a subsisting counterclaim, as follows:

a. Step 1: whether the counterclaim is plausible – the court should first consider whether the counterclaim was plausible, i.e. whether it was reasonably possible for the counterclaim to succeed at trial. If the counterclaim was not plausible, then its presence ought not to stand in the way of the plaintiff obtaining summary judgment of its whole claim, without any stay pending the determination of the counterclaim, and the court should so rule. If the court found that the counterclaim was plausible, then Step 2 followed.

b. Step 2: whether the plausible counterclaim amounted to a defence of set-off – the court should then determine whether the counterclaim that it had found to be plausible amounted to a defence of set-off, whether legal or equitable. If the plausible counterclaim did amount to a defence of set-off, then unconditional leave to defend should be granted in respect of the whole of the claim. The reason was that when the court reached such a conclusion, it had found in essence that the defendant had shown reasonable grounds of a real defence, and therefore leave to defend should, on the usual principles, be granted. On the other hand, if the counterclaim did not amount to a defence of set-off, then the court could proceed to Step 3 below.

c. Step 3: whether the plausible counterclaim was sufficiently connected to the claim – the court could then consider whether there was a connection between the claim (for which summary judgment was sought) and the counterclaim which it had considered to be plausible. If that counterclaim arose out of quite a separate and distinct transaction or it was wholly foreign to the claim or there was no connection between the claim and counterclaim, the court should generally grant summary judgment of the whole claim, without a stay pending the determination of the unconnected counterclaim. If the court was satisfied of the degree of connection between the claim and counterclaim, it could then proceed to Step 4.

d. Step 4: whether there were grounds for a stay of execution in the light of the connected and plausible counterclaim – if the court considered that there was really no defence to the claim and that as a consequence the plaintiff would be put to needless expense in proving its claim, the court should generally grant summary judgment of the whole of the claim. This was the default position where there were no triable issues under the usual approach. But, in the exercise of its discretion, where the court also found (through an application of Steps 1 and 3 above) that there was a connected and plausible counterclaim, this might provide grounds for the court to stay execution of the whole judgment (or a portion thereof) pending the determination of the connected and plausible counterclaim. A qualification applied in the situation where the quantum of the judgment exceeded that of the quantum of the counterclaim: in such circumstances, there should not be any stay of execution of the quantum of the judgment that was in excess of the counterclaim.

30 In the present case, the starting position in the analysis of the counterclaim is that it is not disputed that the losses and damages constituting the counterclaim have not accrued. The counterclaim is for losses and damages resulting from the Plaintiff supplying the Defendant with the wrong materials for the J Gateway project. The Defendant's contention is that the supply of wrong materials resulted in the Defendant having to carry out rectification works and to compensate a third party.[note: 23] A sum of $2,842,011.20 was referred to in the Defence and Counterclaim.[note: 24] However, the Defendant admits that the rectification works have not been carried out. There is also no evidence that compensation has been paid to any third party. No loss or damage has to-date being incurred. It is safe to say that the counterclaim for losses and damages is in the realm of speculation. In this regard, I am therefore unable to hold that the Defendant has mounted a plausible counterclaim.

Defence of set-off

31 Whilst I find that there is no plausible counterclaim, I will nevertheless for completion consider whether a defence of legal or equitable set-off is made out. A legal set-off is only applicable to claims that are capable of being liquidated or ascertained with precision (without valuation or estimation) at the time of pleading, and which are due and payable: see ***OCWS Logistics Pte Ltd v Soon Meng Construction Pte Ltd*** [1998] SGHC 382 ***("OCWS Logistics")*** at [8] and [12]. At [12], Chao Hick Tin J (as he then was) stated that:

"*The fact that the defendants have in their defence put a figure to what they claimed does not mean that it has become a liquidated sum or a sum ascertainable with precision at the time of pleading…"*

32 The counterclaim is premised on an unascertained or unascertainable amount based, as admitted by the Defendant, purely on estimates and on quotations obtained.[note: 25] Clearly, the counterclaim is for amounts that are not ascertainable with precision in the absence of valuation or estimation. The counterclaim therefore cannot form the subject matter of a legal set-off.

33 As for equitable set-off, the Plaintiff refers to the case of ***Pacific Rim Investments Pte Ltd v Lam Seng Tiong and another*** **[**1995] 2 SLR(R) 643 ("***Pacific Rim***"). The requirements of an equitable set-off are:

a. the claim in question must arise out of the same transaction or is closely connected with the original claim and which goes towards impeaching the title to the legal demand which the plaintiff is seeking to enforce (at [35]);

b. the claim must be quantifiable by means of a reasonable assessment made in good faith (at [27]); and

c. it is for the defendant to particularise the amount of his set-off or counterclaim to specify or indicate how it is made up or calculated.

34 The Plaintiff submits that the Defendant fails on all three counts. On the first requirement, the counterclaim (which the Defendant admits relate only to the J Gateway project) does not arise out of the same transaction or is closely connected with the claim which relates to some 170 other projects (completely unrelated to the J Gateway project), such that it goes towards impeaching the claim. On the second and third principles, the Defendant has failed to quantify his loss by means of a reasonable assessment made in good faith. There is no evidence led by the Defendant on this except for the Defendant's bare assertions. This is given that the alleged losses and damages under the counterclaim have not accrued and are entirely speculative.

35 I agree. Whilst the parties had a running series of projects between them requiring the supply of fabricated glass products by the Plaintiff to the Defendant, each contract concerned products with different specifications and requirements. That the Plaintiff issued a consolidated Statement of Account in respect of all the invoices for the various projects does not condense them into a single transaction. The Statements of Account are plainly for purposes of billing, and finding the references to the invoices for the counterclaim and claim in the Statement of Account does not render the counterclaim so closely connected with the claim. As regards the portion of the counterclaim pertaining to the sum of $30,159.63, said to be an overcharged amount, it related only to the J Gateway project and certainly is not closely connected with the claim.

36 The Defendant refers to the case of ***Abdul Salam Asanaru Pillai (trading as South Kerala Cashew Exporters) v Nomanbhoy & Sons Pte Ltd*** *[2007] 2 SLR(R) 856* ("***Abdul Salam***"),[note: 26] where it was held that there is a general right to equitable set-off in cases where there is a close relationship or connection between the dealings and the transactions which give rise to the respective claims. It is not necessary that the claim and the cross-claim must arise out of the same contract. It was held that the proper enquiry would be to ask whether there is a sufficient degree of closeness between the claim and the cross-claim, and in each case, the question turns on whether the respective claims are so closely connected that it would offend one's sense of fairness or justice to allow one claim to be enforced without regard to the other.[note: 27]

37 In my view, *Abdul Salam* does not assist the Defendant. As I have alluded to above, in my judgment, there lacked a sufficient degree of closeness between the claim and the counterclaim. The respective claims are not so closely connected that it would offend one's sense of fairness or justice to allow one claim to be enforced without regard to the other. In fact, to my mind, it would be contrary to the sense of fairness to allow an equitable set-off on the basis of the counterclaim. There should rightly be judgment to the Plaintiff for its claim.

Stay of execution

38 Under the final two steps in the framework espoused in ***Kim Seng***, the default position is the grant of summary judgment where there were no triable issues. But, in the exercise of its discretion, where the court also found (through an application of the steps) that there was a connected and plausible counterclaim, this might provide grounds for the court to stay execution of the whole judgment (or a portion thereof) pending the determination of the connected and plausible counterclaim. It follows from my analysis above that it is my view that there was neither a connected nor plausible counterclaim. The DR has declined to exercise his discretion to order a stay of execution of the summary judgment. In my judgment, that decision must be correct.

The Consolidation Application

39 In view of my findings above in respect of the DR's orders to strike out the counterclaim and grant summary judgment, it must follow that his decision not to consider any consolidation of the Suits is correct.

Conclusion

40 In summary, my view is that:

a. The counterclaim should be struck out;

b. Summary judgment should be entered for the claim; and

c. Following from a) and b), there is no need to consider the consolidation application.

41 In the premises, the DR's orders are correct and I dismiss all three appeals before me, with costs to the Plaintiff to be agreed or failing agreement, to be fixed by me.

[note: 1]RA 97/2018 (DC/SUM 543/2018 below)

[note: 2]RA 96 (DC/SUM 703/2018 below)

[note: 3]RA 95 (DC/SUM 576/2018 below)

[note: 4]Decision given on 28 November 2018

[note: 5]Tan's 4th Affidavit, at [20(a) – (b)]

[note: 6]See Lim's 2nd Affidavit at [7]

[note: 7]2nd Affidavit of Lim Hong Choo Doreen filed on 26 February 2018 ("**Lim's 2nd Affidavit**")

[note: 8]See 1st Affidavit of Tan Kwee Heng filed on 13 February 2018 ("**Tan's 1st Affidavit**") and Tan's 2nd Affidavit filed on 21 March 2018 at [13]

[note: 9]Tan's 1st Affidavit at [13], [21] and [22]

[note: 10]Tan's 4th Affidavit, at [20(c) – (m)]

[note: 11]Tan's 3rd Affidavit dated 10 April 2018 at [15] and Tan's 4th Affidavit at [20(k)]

[note: 12]Page 5 of the Notes of Evidence for the Hearing for the Summonses on 28 November 2018 ("**the NE**").

[note: 13]Page 6 of the NE

[note: 14]Page 9 of the NE

[note: 15]Pages 9 – 10 of the NE

[note: 16][26]-[28] of Defendant's Skeletal Submissions for the RAs

[note: 17][30] of Defendant's Skeletal Submissions for the RAs

[note: 18][66]-[71] of Defendant's Skeletal Submissions for the RAs

[note: 19][73] of Defendant's Skeletal Submissions for the RAs

[note: 20]For instance, the court could direct that all the related Suits be heard together by the same judge, with a single set of witnesses.

[note: 21]See Tan's 5th Affidavit at [7]

[note: 22]Pages 24 to 33 (price lists) and pages 76 to 1290 (purchase orders, delivery orders, invoices) of Chong's 1st Affidavit

[note: 23][50] of Defendant's Skeletal Submissions for the RAs

[note: 24][15] of Defence and Counterclaim

[note: 25]Tan's 6th Affidavit

[note: 26]Cited in ***United Overseas Bank Pte Ltd v Tru-line Beauty Consultants Pte Ltd*** *[2011] 2 SLR 590*

[note: 27][26] & [28] of ***Abdul Salam***

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