IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2016] SGHC 208

Suit No 832 of 2015
(Registrar's Appeal No 130 of 2016)

Between

(1) One Investment and Consultancy Limited
(2) Ng Der Sian (Huang Dexiang)

… *Plaintiffs/Judgment Creditors*

And

Cham Poh Meng

… *Defendant/Judgment Debtor*

And

DBS Bank Ltd

… *Garnishee*

GROUNDS OF DECISION

[Banking] — [Garnishee orders] — [Assignment and attachment of money held by bank]

Version No 2: 27 Oct 2020 (22:40 hrs)

TABLE OF CONTENTS

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One Investment and Consultancy Limited and another
v
Cham Poh Meng (DBS Bank Ltd, garnishee)

[2016] SGHC 208

High Court — Suit No 832 of 2015 (Registrar's Appeal No 130 of 2016)
Kannan Ramesh JC
30 May 2016

28 September 2016

Kannan Ramesh JC:

1 The appeal involved the sum of $117.34 in a joint account held in the name of the Defendant and his wife ("the Joint Account"). While the amount at stake was small, the appeal involved a vital question of law which carried far-reaching implications for the banking industry as well as joint bank account holders – can a joint account in the name of the judgment debtor and others be subject to attachment under a garnishee order? The Assistant Registrar ("the AR") held, against the weight of Commonwealth authority, that it could. I allowed the appeal against the AR's decision, and these are the grounds of my decision.

Background Facts

2 The facts were straightforward and uncontroversial, and I set them out only to the extent they were relevant to the appeal.

3 The 2nd Plaintiff was a director of the 1st Plaintiff, a company incorporated in the British Virgin Islands. Suit No 832 of 2015 concerned a claim by the Plaintiffs against the Defendant for sums due under a written agreement between them. On 8 January 2016, the 2nd Plaintiff obtained summary judgment against the Defendant and it was ordered that the Defendant pay the 2nd Plaintiff, *inter alia*, interest on the sum of $10,518,293 amounting to $1,472,561. Pursuant to this order, the 2nd Plaintiff took out on 19 January 2016 a garnishee order against DBS Bank Ltd ("the Garnishee") for the Garnishee to show cause. The Plaintiffs' position was that the money in the Defendant's two accounts with the Garnishee – one in the name of Newbreed Capital Limited, which bore no relevance to this appeal, and the other being the Joint Account – could be attached to satisfy the judgment debt. The Garnishee took a contrary position in relation to the Joint Account, arguing for the general proposition that joint accounts cannot be subject to garnishee orders.

The Hearing Below

4 In the hearing before the AR, the Garnishee's counsel argued that the position under Singapore law was that as set out in *Singapore Civil Procedure 2016* vol I (Foo Chee Hock JC gen ed) (Sweet & Maxwell, 2016) at paras 49/1/5 and 49/1/40 – where a garnishee is indebted to the judgment debtor and another person jointly, the debt cannot be attached. However, counsel for the Plaintiffs argued that even if that had been the case, it was no longer the law as it stood given the decisions of *Chan Shwe Ching v Leong Lai Yee* [2015] 5

Version No 2: 27 Oct 2020 (22:40 hrs)

SLR 295 ("*Chan Shwe Ching*") and *Chan Yat Chun v Sng Jin Chye and another* [2016] SGHCR 4 ("*Chan Yat Chun*"). The Plaintiffs' argument found favour with the AR.

5 *Chan Shwe Ching* involved a property held by the defendant and her husband as joint tenants. The plaintiff applied for the defendant's interest in the property to be attached and taken in execution to satisfy the judgment debt of the wife under a writ of seizure and sale ("WSS"). The court allowed the application, holding that there was no reason why a WSS could not be issued given that the interest of a joint tenant was identifiable and could be determined upon alienation: at [12]. This marked a departure from the earlier High Court decision of *Malayan Banking Bhd v Focal Finance Ltd* [1998] 3 SLR(R) 1008 ("*Malayan Banking*"), in which the court held that a WSS against an immovable property could not be used to enforce a judgment against a debtor who was a joint tenant of that property. The judge in *Malayan Banking* held that because *registration* of a WSS did not sever a joint tenancy, the interest of a joint tenant was not "distinct and identifiable" and therefore could not be the subject of a WSS: at [15] and [16]. In this regard, I should point out that the court in *Chan Shwe Ching* did not express any firm view as to *when* severance of the joint tenancy occurs, merely stating it would occur at the latest when the Sheriff sells a property under a WSS: at [20]. I had difficulty with the view that the sale of the property could have the effect of severing the joint tenancy where the registration of a WSS would not. It is the seizure that is of primary importance. It is that step which results in the asset of the judgment debtor being seized. This assumes that the asset is clearly identified or identifiable. Where that is not necessarily the case, as it would be as regards jointly owned assets, it is difficult to say exactly what has been seized and therefore what is being sold. It seems to me that as a matter of

Version No 2: 27 Oct 2020 (22:40 hrs)

principle, it would not be correct to say that the sale, as opposed to the seizure, results in a severance of the tenancy for that seems to suggest that the seizure did not attach to an identifiable share of the judgement debtor in the jointly owned asset. The approach in *Chan Swe Ching* glosses over the key point made in *Malayan Banking* which was that the interests of the parties in a joint tenancy were not "distinct and identifiable", and as such were not capable of being seized. It also did not consider the suitability of the modalities of the WSS mechanism to an assessment of interests in a jointly owned asset. I say no more as the issue before me concerned the attachment of a joint account by a garnishee order, and not the attachment of jointly owned assets under a WSS.

6 Both *Chan Shwe Ching* and *Malayan Banking* were considered by the AR in *Chan Yat Chun*, which examined the position of a tenant-in-common in relation to the same issue. He was of the view that both decisions supported the exigibility of the interest of a tenant-in-common to a WSS. But he largely adopted the reasoning of the court in *Chan Shwe Ching*, expressing his concern that a debtor could essentially protect his assets from execution by purchasing immovable property in joint names. *Chan Shwe Ching* and *Chan Yat Chun* were considered by the AR in the hearing below. Although she acknowledged that the two cases related to the enforcement of a WSS against immovable property rather than the garnishing of money in a joint account, she found no reason to distinguish the application before her, holding that there were even fewer grounds for objection in respect of the latter since the nature of the property was left unchanged.

7 The Garnishee filed an appeal against the AR's decision, arguing that there were no policy imperatives that warranted a departure from the position in most Commonwealth countries – *ie*, that joint accounts cannot be subject to

Version No 2: 27 Oct 2020 (22:40 hrs)

garnishee orders. In any case, it argued that even if *Chan Shwe Ching* had been correctly decided, it should not be extended to garnishee orders and joint accounts. There were no counter-arguments made in the hearing before me; the Defendant did not appear, while counsel for the Plaintiffs informed me that he had not been instructed to contest the appeal. Nevertheless, I found the Garnishee's arguments to be persuasive and thought it necessary to set out the grounds of my decision given the surprising absence of any local authority on a point which I felt was of some importance to the banking community. I first survey the positions taken in some of the Commonwealth jurisdictions before addressing the policy reasons for and against the proposition advanced by the Garnishee.

The position in the Commonwealth

8 The position in England is well-established, having been set out in *Macdonald v The Tacquah Gold Mines Company* (1884) 13 QBD 535 ("*Macdonald*"), which was subsequently endorsed in *Hirschhorn v Evans* [1938] 3 All ER 491 ("*Hirschhorn*") and *Catlin v Cyprus Finance Corporation (London) Ltd* [1983] QB 759. In *Macdonald*, the English Court of Appeal held that a debt owing from the defendant company to the judgment debtor and another jointly could not be the subject of a garnishee order. Fry LJ stated that to hold otherwise "would be to enable a judgment creditor to attach a debt due to two persons in order to answer for the debt due to him from the judgment debtor alone, which would be altogether contrary to justice": at 539. This reasoning was adopted in the specific context of joint bank accounts in *Hirschhorn*, in which the majority of the English Court of Appeal held that the joint account in that case could not be the subject of a garnishee order in respect of the debt of only one of the account holders as the bank was liable to the account holders jointly and not severally.

Version No 2: 27 Oct 2020 (22:40 hrs)

9 The question of whether joint accounts should be subject to a garnishee orders, or a Third Party Debt Order ("TPDO") as it is now known in England, was considered in a White Paper issued by The Lord Chancellor's Department, *Effective Enforcement: Improved methods of recovery for civil court debt and commercial rent and a single regulatory regime for warrant enforcement agents* (Cm 5744, 2003) ("*Effective Enforcement*"). It was originally proposed that legislative reform be carried out to allow a joint account to be subject to attachment under a TPDO so as to provide access to *business* accounts as many of these were joint accounts. The law as it stood then was that a joint account could not be attached under a TPDO where the debt was owed by only one account holder, and the proposal stemmed from a belief, similar to the concern raised by the AR in *Chan Yat Chun* (see [6] above), that debtors could transfer their funds into joint accounts to protect them from seizure: at para 410. The Lord Chancellor's Department eventually advised against the proposal for, *inter alia*, the following reasons:

(a) Due to the numerous practical and operational difficulties that arise in respect of trustee and business accounts, the scope and effect of the proposed law reform would largely be confined to domestic debtors, which ran against the policy intent behind the proposed reform: at para 417.

(b) It would be difficult to prove the exact amount of funds owned by individual parties to an account, and to lay down rules allowing such determinations in enforcement proceedings would lead to complex and lengthy court procedures and consequently, escalating costs: at para 420.

Version No 2: 27 Oct 2020 (22:40 hrs)

(c) It would be necessary for other joint account holders who were not debtors to be notified of a TDPO, and the implementation of a notification process would impose financial and administrative burdens on the courts and the financial institutions: at para 423.

(d) The proposed reform would give rise to difficulties as regards the freezing of a joint account in the period between an interim and final TDPO. Depending on the nature of the mandate given to account holders, to freeze just the proportion belonging to the debtor may not stop other account holders from withdrawing the frozen sum, or even the debtor from withdrawing the remaining sum belonging to other joint account holders: at para 425–426. To freeze the entire account, on the other hand, would prejudice the innocent account holders by depriving them of access to their money: at para 427. It should be noted that in the context of O 49 of our Rules of Court (Cap 322, R 5, 2014 Rev Ed) ("the ROC"), a similar problem arises as regards garnishee proceedings in the period between the date of the service of the order to show cause and the date of the final order.

10 For these reasons, the law in England as it currently stands remains unchanged, and does not provide for a TDPO to be obtained against a joint account. Paragraph 3.2 of English Practice Direction 72, which supplements the Civil Procedure Rules 1998 (SI 1998/3132) (UK), states in relation to a TDPO that a bank is not required to "retain money in, or disclose information about … accounts in the joint names of the judgment debtor and another person".

11 *Hirschhorn* was followed in *D J Colburt & Sons Pty Ltd v Ansen; Commercial Banking Co of Sydney Ltd (Garnishee)* [1996] 2 NSWR 289, a

Version No 2: 27 Oct 2020 (22:40 hrs)

decision of the Court of Appeal of New South Wales in which Wallace P opined that the correctness of the decision in *Hirschhorn* was "so obvious as not to require further attention": at 200 (see, also, *Deputy Commissioner of Taxation (NSW) v Westpac Savings Bank Ltd* (1987) 72 ALR 634 at 638). It also represents the law in Hong Kong (see *Gail Stevenson and another v The Chartered Bank* [1977] HKLR 566), Northern Ireland (see *Belfast Telegraph Newspapers Ltd v Blunden (trading as Impact Initiatives)* [1995] NI 351, in relation to a partnership account), as well as India (see *Anumati v Punjab National Bank* LNIND 2004 SC 1877, albeit in the context of a pledge of money in a fixed deposit account without the consent of a joint account holder).

12 The only Commonwealth jurisdiction that has departed from the position in *Hirschhorn* that was brought to my attention was the Canadian province of Nova Scotia. In *Smith v Schaffner* [2007] NSJ No 294 ("*Smith*"), the applicant sought to enforce an garnishee order for the sum of $3,510, together with enforcement costs, against a joint account that the respondent held with a third party. The bank declined to hand over the contents of the joint account. GM Warner J of the Nova Scotia Supreme Court considered both *Macdonald* and *Hirschhorn*, but nonetheless allowed the order against 45% of the amount in the joint account. This amount was the respondent debtor's contribution that was established on a balance of probabilities through the bank's records. Warner J acknowledged that a joint bank account is a debt owed by the bank to its holders jointly, but stated at [25]:

> That however does not end the analysis. The policy reason for the common law rule appears to be the single contractual obligation of the Bank to all joint account holders, and the consequences of the application of the presumption of resulting trust in favour of the contributor or contributors of the monies to the joint account. *There is no reason, based on policy, equity, or logic, that if the interest of the execution debtor*

Version No 2: 27 Oct 2020 (22:40 hrs)

> *in the "property" of a joint account is established, that a creditor should not be entitled to have the sheriff attach the execution debtor's "interest" in the "property" by garnishee.* To decline to do so, enables the debtor to artificially and unfairly hide assets from the creditor and brings disrespect to the law. It would be preferable for this area of the law to be legislatively reformed, by which means all relevant factors would be considered and balanced. … [emphasis added]

13 The Nova Scotia Civil Procedure Rules ("NSCPR"), which came into effect shortly after *Smith*, now expressly provide for the garnishment of joint accounts, bringing it in line with Alberta, Newfoundland and Ontario. Under r 79.09 of the NSCPR, there is a presumption that the joint debtor is entitled to an equal share of the joint account and a garnishee order can be executed against that share. Joint account holders must be notified and may dispute the judgment debtor's interest in the joint account.

14 As counsel for the Garnishee submitted, the authorities set out above are near-unanimous in their endorsement of the position set out in *Macdonald*, the notable exception being *Smith*. The local academics are equally united in their acceptance that garnishee proceedings cannot be brought where a garnishee is jointly indebted to the judgment debtor and a third party: see Jeffrey Pinsler SC, *Singapore Court Practice 2014* vol II (LexisNexis, 2014) at para 49/1/6; *Halsbury's Laws of Singapore* vol 12 (LexisNexis, 2014 Reissue) at para 140.309; Poh Chu Chai, *Banking Law* (LexisNexis, 2nd Ed, 2011) at para 5.13. In particular, I accepted counsel for the Garnishee's submission that the English position was of high persuasive value given that the garnishee process under the ROC can be traced to the Civil Procedure Ordinance of 1878 (Ordinance No 5 of 1878), which in turn was based on English rules of procedure: see Jeffrey Pinsler SC, *Civil Justice in Singapore* (Butterworths Asia, 2000) at pp 10–11.

Version No 2: 27 Oct 2020 (22:40 hrs)

The Policy Considerations

15 In any case, I found the policy concerns raised by the Garnishee in favour of the position in *Macdonald* and *Hirschhorn* to be valid and compelling. The Garnishee's arguments were largely made from two perspectives: that of the banks and the innocent joint account holder. They largely expanded on the reasons given by the Lord Chancellor's Department in *Effective Enforcement* as set out above at [9] above. I address each of them in turn.

Prejudice to the banks

16 The Garnishee's first point related to the difficulty of ascertaining the correct proportion to attach to a garnishee order, as set out at [9(b)] above. As was pointed out, a bank has no visibility as to the respective contributions of the joint account holders. There is no reasonable or indeed principled basis on which it can make the necessary assessment in the absence of any evidence brought by the applicant, and to require that it takes into account evidence adduced by the respective parties would in effect place the bank in the role of an adjudicator. As the cases relating to the presumption of resulting trust show, the determination of the parties' respective contributions can be thorny. While those cases involve contributions to the purchase price of a property rather than a bank account in joint names, the framework for the conduct of the inquiry is likely to be similar to that set out in *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048 at [160]. This is a fairly involved process that is typically resolved by a full factual investigation at trial, something that banks are not equipped to conduct and that enforcement processes are ill-suited for. I also note the possibility that to require banks to make such assessments could expose them to liability to the joint account holders. A bank could therefore be placed in an invidious position.

Version No 2: 27 Oct 2020 (22:40 hrs)

17 This problem is further complicated where a judgment debtor has multiple joint accounts with the same bank but with different joint account holders, and the total sum in these accounts exceeds the judgment debt. To take the example cited by the Garnishee, suppose a judgment debtor has three joint accounts with the same bank: one each with B ($10), C ($20) and D ($30). The bank then receives a garnishee order for $20 against the judgment debtor. The bank could freeze one-third of each account, or the accounts of either C or D solely, or even any two of the three accounts. This issue of priority was also raised in *Effective Enforcement* at para 416:

> … If a bank were to find itself with several accounts in the name of the debtor, they could be faced with the choice of attaching one large joint account or attaching several small single accounts. Whichever approach were to be taken, there would be significant cost involved and extra procedures necessary for the proposal to function successfully. This would impose financial and administrative burdens, thereby complicating a system that the Review intends to simplify.

18 In the hearing below, the AR presupposed that the contributions by the Defendant and his wife were equal. She thus ordered that the garnishee order be made final in a sum amounting to half of that in the Joint Account. This brought to mind the presumption under r 79.09 of the NSCPR that a judgment debtor is entitled to an equal share of the joint account: see [13] above. But in the absence of any corresponding provision in the ROC, there was no basis in law or fact for her to have made the assumption. It seemed to be that this was just an expedient rule of thumb with no justifiable basis. I observed that even in *Smith*, the court did not simply assume that the money in the joint account was to be divided equally, but was satisfied on a balance of probabilities of the respondent's contributions to the joint account: see [12] above. That the AR applied the presumption further reinforces the difficulties highlighted at [16] above. The potential prejudice to the joint account holder or holders was obvious; the judgment debtor's contribution to the joint account could be

Version No 2: 27 Oct 2020 (22:40 hrs)

substantially lower than that of the other account holders and may fall short of the amount sought to be garnished. To presume otherwise would be to the detriment of the other account holders. It is for this reason that the NSCPR provides a safeguard in the form of a requirement that written notice of the garnishee order be given to all account holders, who are given ten days to apply for the judgment debtor's interest to be determined: rr 79.09 and 79.10 of the NSCPR.

19 This leads to the Garnishee's second point, consistent with the views of the Lord Chancellor's Department in *Effective Enforcement* as set out at [9(c)] above. It argued that the AR's decision as it stood had already resulted in further costs incurred in notifying the Defendant and his wife (she being the other account holder in this case) of the terms of the final garnishee order. Clearly, such costs would increase where there are a greater number of account holders or, for that matter, where there is a vigorous challenge by the other joint account holder. This difficulty would escalate further if the court were to adopt an approach similar to that under the NSCPR, which requires the bank to prepare a written notice, ensure delivery of the notice to all joint account holders, provide a copy of the written notice to the Sheriff and the judgment creditor and advise them when the written notice is successfully delivered: NSCPR at r 79.09(5). It would impose significant financial and administrative burdens on banks, and in turn warrant an increase in the standard costs awarded to banks for garnishee proceedings. The increased costs would ultimately be borne by the judgment creditors and debtors, thereby imposing a barrier to justice. On this note, as alluded to at [16] above, because of the potential injustice to the other joint account holders, the bank would likely have to address complaints by these joint account holders. While the banks would not incur legal liability simply by complying with the court's

Version No 2: 27 Oct 2020 (22:40 hrs)

order, they would nonetheless have to respond to such complaints. This again may require the bank to incur operational and legal costs. On the other hand, the fact that the standard costs awarded to banks are presently at a low level suggests that the garnishee process was always intended to be fairly uncomplicated.

Prejudice to other account holders

20 What was of equal, if not greater, concern was the potential prejudice to the other joint account holders. As I have already stated at [18] above, to presume that the judgment debtor was entitled to an equal share of the joint account would be potentially unfair to the other account holders, who may have contributed more than their share to the account. This was particular so in the present case, where there was no opportunity for the Defendant's wife to have challenged the garnishee order. Under O 49 r 3(1) of the ROC, the provisional garnishee order need only be served on the garnishee (*ie*, the bank) and the judgment debtor. Unlike the NSCPR, there is no requirement that a joint account holder be notified, nor is there any mechanism for the joint holder to seek determination of the judgment debtor's interest in the joint account. The AR's decision does not contemplate otherwise. This means that the garnishee order could be made final and the sum specified therein deducted even before the other joint account holders are made aware; a potentially irreversible process that would in any case require substantial time and costs in recovery. Further, even if a joint account holder were notified by the bank of the provisional garnishee order, he has no recourse save to register his objection with the bank or to incur substantial costs by seeking to participate in the formal garnishee process before the court. This is plainly unsatisfactory from the perspective of the joint account holder.

Version No 2: 27 Oct 2020 (22:40 hrs)

21 The approach in *Smith* addresses many of these objections to some extent. If the interest of the judgment debtor in the joint account can be established by the judgment creditor in the course of its application for a provisional garnishee order, then there is no need for the joint account holders to be informed and no risk of substantive injustice to them. It falls on the judgment creditor to establish its case on a balance of probabilities before the court, and this approach may well provide the balance between avoiding imposing excessive financial and administrative burdens on the bank, protecting the legitimate interests of other joint account holders, and protecting the interests of judgment creditors. The caveat, of course, is that the other joint account holders may not have the chance to challenge the evidence brought by the judgment creditor. So the determination of the court as to the proportion of the joint account to attach could be based on the *partisan* evidence of the judgment creditor – an apparent breach of natural justice. But as the NSCPR shows, that is not the only way the balance can be struck. Given the divergent and often conflicting interests at play, where the balance ought to lie in such instances is in my judgment a matter best left for the Rules Committee constituted under s 80(3) of the Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed) or Parliament to determine. Regardless, no such evidence of the Defendant's interest in the Joint Account was brought by the Plaintiffs in the hearing below and the appeal would have been dismissed even if the approach in *Smith* were adopted.

22 What neither *Smith* nor the NSCPR addresses is the problem raised in *Effective Enforcement* set out at [9(d)] above: the difficulty in determining what proportion of the joint account to freeze in the period between the service of the order to show cause and the garnishee order being made final – or indeed, thereafter. Even if the AR's decision had been left undisturbed and the

Version No 2: 27 Oct 2020 (22:40 hrs)

garnishee order made final, all it would have meant was that only half of the money in the Joint Account would have been frozen. The order would not have prevented the Defendant from withdrawing the remaining money in the Joint Account. Assuming that the Defendant and his wife had contributed equally to the Joint Account, this would have resulted in the wife shouldering the whole of the Defendant's debt since all that would be left in the Joint Account would be the frozen money, a result which would run counter to the aim of garnishee proceedings. She would have been further prejudiced by the fact that she would have had no notice of the garnishee order, as opposed to the Defendant who would have been able to react before her.

23 Putting aside my reservations as to the correctness of *Chan Shwe Ching*, which are set out at [5] above, I did not find it to be relevant to my determination. *Chan Shwe Ching* specifically concerned a WSS against immovable property, and the illiquid nature of immovable property means that many of the concerns surrounding the potential prejudice to joint account holders in garnishee proceedings do not arise. There is no risk that the judgment debtor can access the assets of the innocent joint tenant; as held in *Chan Shwe Ching*, the joint tenancy is severed by the time of the sale of the property by the Sheriff and the Sheriff may only market the judgment debtor's share of the property. Upon such severance, the judgment debtor can no longer deal in the shares of the former joint owners in the property. Further, the notification of parties who may be prejudiced is either inherent or expressly provided for in a WSS against immovable property. Order 47 r 5(*g*) of the ROC permits the Sheriff to apply to court for directions and for notice to be given to all parties interested in the property. Thus the sale of jointly-owned property would necessarily be carried out with the notice of all owners. There is therefore a framework which allows joint tenants to monitor and challenge

Version No 2: 27 Oct 2020 (22:40 hrs)

the sale. No such framework exists in respect of a garnishee order against a joint account.

24 Ultimately, the most persuasive reason in favour of the AR's decision was that cited in *Effective Enforcement* at para 410, analogous to the concern raised in *Chan Yat Chun* set out at [6] above: a debtor could easily ring-fence his assets from creditors by transferring funds into a joint account with a third party. The Garnishee submitted that such concerns were overstated given that an errant judgment debtor would be unlikely to do so given the ease by which such accounts could be discovered. As noted in *Effective Enforcement* at para 429, it was far more likely that the debtor would simply transfer the funds into an account held in the name of someone else. I was not entirely convinced by the Garnishee's argument; if joint accounts were to fall outside the scope of garnishee orders, then there would no longer be an incentive for a judgment debtor to conceal such accounts from his creditors. Ultimately, the Garnishee's point was merely that there were *alternative* means by which a debtor could keep his assets out of the reach of creditors, but it does not directly meet the point that a debtor could deliberately channel his funds into joint accounts to achieve this aim.

25 Nevertheless, I saw great merit in the view expressed at para 430 of *Effective Enforcement* that "the benefits of introducing a policy to attach joint accounts under [garnishee orders] would be disproportionate to the range of operation, cost and policy difficulties which would impact on debtors, creditors and third parties alike", particularly in the absence of any express wording in the ROC. The Plaintiffs may not be without recourse. As the Garnishee submitted, a possible alternative would have been for the Plaintiffs to apply for a receiver to be appointed over the joint account, similar to what was suggested in *Malayan Banking* at [23]. Whether the balance should lie

Version No 2: 27 Oct 2020 (22:40 hrs)

further in favour of the interests of creditors is a matter best left for legislative reform.

Conclusion

26 I therefore allowed the appeal. Counsel for the Garnishee sought costs against the Plaintiffs, highlighting that they had chosen to proceed with the application for a garnishee order despite being aware of the legal authorities and more importantly, the fact that there were insufficient funds in the Joint Account. I made no order as to costs for the hearing below, with the costs of the appeal fixed at $4,000 plus reasonable disbursements to be paid by the Plaintiffs to the Garnishee.

Kannan Ramesh
Judicial Commissioner

Nicholas Seng Soon Meng (WongPartnership LLP) for the plaintiffs;
Tham Hsu Hsien and Hoh Jian Yong (Allen & Gledhill LLP)
for the garnishee;
the defendant in person (absent).

Version No 2: 27 Oct 2020 (22:40 hrs)