IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2022] SGHC 298

Suit No 211 of 2019

Between

Sang Cheol Woo

… *Plaintiff*

And

(1) Charles Choi Spackman
(2) Kim Jae Seung
(3) Kim So Hee
(4) Richard Lee
(5) Funvest Global Pte Ltd
(6) Spackman Media Group Limited
(7) Plutoray Pte Ltd
(8) Vaara Pte Ltd
(9) Starlight Corp Pte Ltd

… *Defendants*

JUDGMENT

[Conflict of Laws — Foreign judgments — Enforcement]
[Conflict of Laws — Foreign judgments — Recognition]

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v
Spackman, Charles Choi and others

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30 November 2022 Judgment reserved.

Kwek Mean Luck J:

Introduction

1 In this Suit, the plaintiff, Sang Cheol Woo ("Woo"), brings claims against the first defendant, Charles Choi Spackman ("Spackman"), to enforce three foreign judgments, the Seoul High Court Judgment ("SHCJ"), the Korean Supreme Court Judgment ("KSCJ") and the New York Judgment ("NYJ") against Spackman ("Enforcement Claims"). Woo also brings claims against all the defendants in lawful and unlawful means conspiracy ("Conspiracy Claims").

2 The Suit has been bifurcated, with the Enforcement Claims being heard first, and the Conspiracy Claims to be tried, if necessary, after the disposal of the Enforcement Claims. This tranche of the trial deals with the Enforcement Claims.

Procedural background

Seoul District Court Proceedings

3 On 25 July 2003, Woo commenced a civil action in the Seoul District Court ("SDC") against Spackman (and other co-defendants) for losses he allegedly suffered from market manipulations by Spackman and inflation of the value of shares in a Korean company, Littauer Technologies Co Ltd ("Littauer Tech").[1] From 21 July 2004 to 14 November 2008, various documents for the SDC proceedings were served on Spackman by way of "public notice". This is a permissible substitute for personal service under Korean law.[2] On 28 July 2008, the Complaint and other documents, including the Summons of Pleading and Sentence Date, were personally served on Spackman.[3] Spackman never appeared in the SDC proceedings, which proceeded against him by way of public notice. On 5 November 2008, the SDC dismissed Woo's claims and found in favour of Spackman.[4]

Seoul High Court Proceedings

4 On 2 December 2008, Woo appealed against the SDC Judgment ("SDCJ"). It is not disputed that on 21 April 2011, Spackman was personally served with three documents from the Seoul High Court ("SHC") proceedings: (a) Notice of Appeal dated 2 December 2008; (c) Appellate Brief dated 28 January 2009; and (c) Preparatory Pleading (Appellate Brief) dated 12 February 2009 (collectively the "Three Documents"). At the same time, he

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1 Sang Cheol Woo's AEIC dated 1 September 2022 ("Woo's AEIC") at para 14.

2 Woo's AEIC at para 16.

3 Woo's AEIC at para 17.

4 Woo's AEIC at para 18.

was also served with a Notice of Hearing Date, which reminded parties that they "should attend the hearing" on 1 September 2011 (the "Reminder").[5]

5 The claims against Spackman were heard in the SHC on 1 September 2011, about five months after personal service was effected on him. Spackman chose not to appear before the SHC. He did so as he believed that there was little risk of judgment being entered against him.[6] On 29 September 2011, Woo obtained the SHCJ against Spackman. The SHC found that as Spackman "did not appear in court and did not object to [Woo's] argument even after receiving a lawful service not based on public notice, [he] shall be deemed to have made admission thereof pursuant to Article 150, Paragraph 3 of the Civil Procedure Act".[7] This involved the application by the SHC of the Deemed Confession Rule ("DCR") against Spackman. The SHC ordered Spackman and the other defendants to pay damages of KRW 5,207,884,800, with interest at the annual rate of 5% from 5 June 2001 to 29 September 2011, and at an annual rate of 20% from 30 September 2011 until the date at which the entire amount is paid in full.[8]

Korean Supreme Court Proceedings

6 On 28 October 2011, Spackman filed an appeal to the Korean Supreme Court ("KSC"). This was dismissed on 31 October 2013. The KSC held in the KSCJ that "[t]here is no reason to continue reviewing the case", it was "proper

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5 Woo's AEIC at para 26.

6 Charles Choi Spackman's AEIC dated 22 August 2022 ("Spackman's AEIC") at para 54.

7 Agreed Bundle of Document ("ABD") Vol 3 at p 157.

8 Woo's AEIC at para 31.

for the [SHC]" to accept Woo's claims against Spackman and "it cannot be reasoned that the [SHC] committed an error" by applying the DCR.[9]

7 Two other defendants, Littauer Tech and another Korean company, SBI Investment Co Ltd (formerly known as Korea Technology Investment Corporation) ("KTIC"), also appealed against the SHCJ to the KSC. For these two defendants, the KSC remanded the dispute back to the SHC for re-examination ("Remand Proceedings"). The SHC reversed the SHCJ against these two defendants on 21 August 2014.[10] This was affirmed by the KSC on 12 February 2015.[11]

Application for retrial with SHC

8 On 26 April 2017, Spackman filed an application for retrial with the SHC ("Retrial Application"). The Retrial Application was dismissed by the SHC on 21 December 2017. The SHC held that there is no ground for retrial "because the Petition of Appeal [*ie*, the Notice of Appeal] et al were duly served on [Spackman] and were not by public notice".[12] The SHC also held that:[13]

> … it is likely that the court would have dismissed the Plaintiff's claim if it were not for [Spackman's] 'deemed confession'. However, it cannot be said that it is against good faith and fairness or shall be rectified by a retrial procedure because such outcome is inevitable under Korean Civil Procedure System where it adopts the 'adversarial system'. Assertion from [Spackman] on this part is groundless as well.

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9 Woo's AEIC at para 36.

10 3ABD at pp 412 to 426.

11 3ABD at pp 429 to 430.

12 Defendant's Bundle of Documents ("DBOD") at p 1284.

13 DBOD at p 1285.

Appeal to KSC on dismissal of Retrial Application

9 Spackman appealed to the KSC against the SHC's dismissal of his Retrial Application. On 30 May 2018, the KSC dismissed his appeal.

New York and Hong Kong court proceedings

10 On 11 September 2018, the Supreme Court of the State of New York granted summary judgment in Woo's favour, allowing the enforcement of the SHCJ.[14]

11 On 6 May 2022, the Hong Kong Court of First Instance ("HKC") granted judgment in favour of Woo, allowing the enforcement of the SHCJ ("HKJ").[15] Spackman has appealed against the HKJ.

Spackman's absence from court

12 Spackman was scheduled to give evidence in this Suit before the court and to be cross-examined over the course of two days. At the end of the first day of trial, in the course of discussions about the upcoming trial schedule, counsel for Spackman informed that Spackman would not be appearing in court.

13 Woo submitted that Spackman's conduct, in informing the court late in the day of his non-appearance, is consistent with his past conduct:

(a) Spackman chose not to appear in the SDC proceedings, even though he was aware of them.

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14 Agreed Core Bundle Volume 2 ("2ACB") at p 306.

15 2ACB at p 566.

(b) Spackman chose not to appear in the SHC proceedings despite being personally served the Three Documents and the Reminder.

(c) In the proceedings before the HKC, Spackman only informed the court on the first day of trial that he will not appear to be cross-examined on his evidence.[16]

(d) On 8 July 2020, Spackman was found by the New York court to be in contempt of court for violation and wilful non-compliance of an order that required him to comply with an Information Subpoena issued by Woo. His appeal against this contempt order was dismissed by the Supreme Court of the State of New York.[17]

(e) Woo sought to enforce the SHCJ in the BVI. On 4 June 2020, the BVI court granted default judgment against Spackman in the sum of US$14,047,405.02. As Spackman did not comply with an order for Oral Examination made on 20 August 2020, the BVI Court issued a committal order against Spackman for contempt of court on 1 December 2021 and an associated warrant for his arrest.[18]

14 I make no judgment on Spackman's conduct in the other court proceedings. For this Suit, I note that prior to his counsel informing this court at the end of the first day of trial, there had been no indication from Spackman that he would not be appearing. A witness schedule had been prepared in advance by both parties, which allocated two days of trial time to Spackman. He did not provide any good reason for the sudden absence. His counsel

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16 HKCH at [44].

17 5ABD Tab 165-166.

18 7ABD Tab 205.

informed that "we have looked at the evidence and it is very likely that Mr Spackman will not be turning up".[19] The affidavits for trial had already been filed for close to two weeks when the witness schedule was submitted to court. The first indication given to the court was tentative. Yet after counsel for Woo pressed for confirmation, counsel for Spackman immediately confirmed that Spackman was not turning up.[20]

15 In respect of Spackman's affidavit of evidence in chief ("AEIC"), O 38 r 2(1) of the Rules of Court (2014 Rev Ed) provides that "unless the Court otherwise orders or the parties to the action otherwise agree, … a witness shall attend trial for cross-examination and, in default of his attendance, his affidavit shall not be received in evidence except with the leave of the Court".

16 Woo submitted that since Spackman has not sought leave for his AEIC to be received in evidence in default of his attendance, his AEIC would, by default, not be received in evidence. In respect of the portions that Woo is willing to accept, Woo asked that it be treated as an agreement between the parties, and that Woo be allowed to refer to such portions. Spackman made no submission on this. I treat Spackman's AEIC as not received in evidence, except for portions that Woo was willing to accept.

Whether the Seoul High Court Judgment is enforceable

Legal requirements for enforcement of SHCJ

17 Woo seeks to enforce the foreign judgments by way of a common law action. The Court of Appeal set out the law on enforceability of foreign

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19 13 September 2022 Transcripts at p 158, lines 5 to 8.

20 13 September 2022 Transcripts at p 158, lines 10 to 19.

judgments in *Poh Soon Kiat v Desert Palace Inc (trading as Caesars Palace)* [2010] 1 SLR 1129 ("*Poh Soon Kiat*") at [13]–[14]:

> 13 … The law on the enforceability of foreign judgments in Singapore is not in doubt, and is summarised in, *inter alia*, *Dicey, Morris and Collins on The Conflict of Laws* (Sir Lawrence Collins gen ed) (Sweet & Maxwell, 14th Ed, 2006) ("*Dicey, Morris and Collins*") at vol 1, para 14-020 as follows:
>
> > For a claim to be brought to enforce a foreign judgment, ***the judgment must be for a definite sum of money*** …
>
> 14 An *in personam* ***final and conclusive foreign judgment rendered by a court of competent jurisdiction, which is also a judgment for a definite sum of money*** (hereafter called a "foreign money judgment"), ***is enforceable*** in Singapore ***unless***:
>
> > (a) it was procured by fraud; or
> >
> > (b) its enforcement would be ***contrary to public policy***; or
> >
> > (c) the proceedings in which it was obtained were ***contrary to natural justice***."
>
> [emphasis added in bold italics]

18 Spackman submits that Woo is not entitled to enforce the SHCJ on five main grounds, namely that:

(a) the enforcement of the SHCJ is time-barred under s 6(1)(*a*) of the Limitation Act 1959 (2020 Rev Ed) ("LA");

(b) the SHCJ is not a judgment on the merits;

(c) the Korean courts did not have international jurisdiction over Spackman;

(d) the proceedings in which the SHCJ was obtained was contrary to natural justice; and

(e) the enforcement of the SHCJ is contrary to Singapore's public policy.

Whether the enforcement of the SHCJ is time-barred

19 First, Spackman submits that Woo is not able to enforce the SHCJ because the limitation period for its enforcement has expired. The present suit was commenced on 25 February 2019. Section 6(1)(*a*) of the LA states that an action founded on a contract shall not be brought after the expiration of 6 years from the date on which the cause of action accrued.

20 Spackman submits that the cause of action accrued when the SHCJ became "final and conclusive" on the date the SHCJ was pronounced, *ie*, 29 September 2011. On this basis, the enforcement of the SHCJ is time-barred.

21 Woo on the other hand, submits that the SHCJ only became "final and conclusive" when the KSCJ was rendered on 31 October 2013, affirming the decision of the SHCJ. On this basis, the enforcement of the SHCJ is not time-barred.

22 Both parties agree that *Bellezza Club Japan Co Ltd v Matsumura Akihiko and others* [2010] 3 SLR 342 ("*Bellezza*"), *Humpuss Sea Transport Pte Ltd (in compulsory liquidation) v PT Humpuss Intermoda Transportasi TBK and another* [2016] 5 SLR 1322 ("*Humpuss*") and *The "Bunga Melati 5"* [2012] 4 SLR 546 ("*The Bunga Melati*") are the relevant authorities for this issue, but disagree on their interpretation. I will hence begin this analysis by examining the relevant portions of *Bellezza*, *Humpuss* and *The Bunga Melati* as well as *Merck Sharp & Dohme Corp (formerly known as Merck & Co, Inc) v Merck KGaA (formerly known as E Merck)* [2021] 1 SLR 1102 ("*Merck Sharp*") at [43] which Spackman cites.

23 The court in *Bellezza* held at [14]–[16]:

> 14 … A summary of [the test of finality] can be found in Dicey, Morris and Collins, *The Conflict of Laws* vol 1 (Lawrence Collins gen ed) (Sweet & Maxwell, 14th Ed, 2006) at para 14-021:
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> > The test of finality is the treatment of the judgment by the foreign tribunal as *res judicata*. 'In order to establish that [a final and conclusive] judgment has been pronounced, ***it must be shown that in the court by which it was pronounced, it conclusively, finally, and forever established the existence of the debt of which it is sought to be made conclusive evidence in this country, so as to make it res judicata between the parties***.' A foreign judgment which is liable to be abrogated or varied by the court which pronounced it is not a final judgment.
>
> 15 ***The test makes it necessary to refer to the foreign law in assessing the finality of the foreign judgment because it would***, in the words of Lord Reid in *Carl Zeiss Stiftung v Rayner & Keeler Ltd (No 2)* [1967] 1 AC 853 at 919:
>
> > ***… verge on absurdity that we should regard as conclusive something in a [foreign] judgment which the [foreign] courts themselves would not regard as conclusive***.
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> 16 Furthermore, ***the test of finality only requires that the judgment be final and conclusive in the particular court in which it was pronounced. The fact that the judgment may be altered or varied on appeal would not render it any less final or conclusive***; this much was made clear in the decision of *Gustave Nouvion v Freeman* (1889) 15 App Cas 1 ("*Nouvion*") (at 13):
>
> > … In order to its receiving effect here, a foreign decree need not be final in the sense that it cannot be made the subject of appeal to a higher Court; but it must be final and unalterable in the Court which pronounced it; and if appealable the English Court will only enforce it, subject to conditions which will save the interests of those who have the right of appeal. …
>
> [emphasis added in bold italics]

24 In *Humpuss*, the court held at [66]–[67] and [69]–[70]:

> 66 Recognition is the process by which the domestic court determines that a foreign judgment is entitled to have legal effect in the forum. It is therefore a prelude to enforcement, which is the primary but not only purpose for which recognition can be sought …
>
> 67 ***The tests for recognition and for enforcement are the same***. Recognition in this case is governed by the common law rule because the statutory schemes in Singapore for recognising and enforcing foreign judgments only apply to judgments from specified countries, which do not include Indonesia. ***The common law rule is that a foreign judgment will be recognised if (a) it is the final and conclusive judgment of a court*** which, (b) according to the private international law of Singapore, had jurisdiction to grant that judgment, and (c) if there is no defence to its recognition …
>
> …
>
> 69 ***There are two aspects to finality. First, the judgment must be conclusive of the merits of the case. This means that the decision is one which cannot be varied, re-opened or set aside by the court that delivered it*** (see *The Bunga Melati 5* [2012] 4 SLR 546 at [81]). This aspect of finality applies whether *res judicata* is being invoked in respect of a domestic or a foreign judgment (see KR Handley, *Spencer Bower and Handley: Res Judicata* (LexisNexis, 4th Ed, 2009) at para 5.01). A domestic or foreign judgment is no less final merely because it is subject to an appeal or a stay of execution (see *Goh Nellie* at [28] and *Manharlal* at [142]–[144]).
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> 70 ***In addition, where a foreign judgment is concerned, finality is to be assessed by asking whether the foreign court rendering the judgment would itself regard it as final and conclusive. Thus, Lord Reid stated in Carl-Zeiss that it would 'verge on absurdity' to regard as conclusive something in a foreign judgment which the foreign court would not regard as conclusive*** *(at 919).* ***In The Bunga Melati 5 at [86], the Court of Appeal endorsed Lord Reid's statement as a 'principled approach' which applies in Singapore.*** Although these observations were made in the context of issue estoppel, in my view, they are equally applicable when considering the extended doctrine of *res judicata*.
>
> [emphasis added in bold italics]

25 In *The Bunga Melati* at [81] and [86], the Court of Appeal held:

> 81 … A judgment is *final and conclusive on the merits* if it is one which cannot be varied, re-opened or set aside by the

court that delivered it (*The Sennar (No 2)* at 494); and also if it is a decision which (*The Sennar (No 2)* at 499):

> … establishes certain facts as proved or not in dispute; states what are the relevant principles of law applicable to such facts; and expresses a conclusion with regard to the effect of applying those principles to the factual situation concerned. …

…

> 86 … ***In determining whether a foreign judgment was final and conclusive, Tuckey J held that '[the English courts] must look not only at English law but also at what the foreign law itself says about the nature of the judgment' (The Irini A (No 2) at 193), an approach earlier established by the seminal House of Lords decision in Carl Zeiss Stiftung v Rayner & Keeler Ltd [1967] 1 AC 853 at 919 (per Lord Reid). We would highlight that this principled approach applies in the Singapore courts as well when determining whether a foreign judgment was final and conclusive*** (see *Alliance Entertainment Singapore Pte Ltd v Sim Kay Teck* [2006] 3 SLR(R) 712; *Goh Nellie v Goh Lian Teck* [2007] 1 SLR(R) 453 at [28]). ***Each determination must therefore turn on its own facts*** – and ***the court must be extra-sensitive, in particular, to 'the intention of the [foreign] judge in the earlier proceedings'*** (Singapore Court Practice 2009 (Jeffrey Pinsler gen ed) (LexisNexis, 2009) at para 18/19/14).
>
> [emphasis added in bold italics]

26 In *Merck Sharp* at [43], the Court of Appeal held:

> 43 Like Prof Yeo, ***we agree with and endorse the views expressed in Carl Zeiss: in order for a foreign judgment to give rise to issue estoppel, not only the foreign judgment as a whole, but also the decision on the specific issue that is said to be the subject matter of the estoppel must be final and conclusive under the law of the foreign judgment's originating jurisdiction*** … As noted in *Civil Jurisdiction and Judgments* at para 7.82, 'the court may have recited the considerations on which its judgment was formally based, but without intending them to have the status of decisions on the particular points'. This is illustrated by M*ad Atelier*, where the defendant in the English proceedings argued that the facts and matters relied on by the claimant had already been heard and dismissed by the Paris Commercial Court, and that issue estoppel arose from the Paris Commercial Court's decision. ***The HCEW held that for a foreign judgment to be***

> ***considered final and conclusive, the foreign legal system in question had to have either a doctrine of issue estoppel covering the issues dealt with in the foreign judgment, or a doctrine with the same underlying basis and operation. Since there was no doctrine of issue estoppel or its equivalent under French law, the relevant findings of the Paris Commercial Court were not final and conclusive. All this underscores the need to be alive to interjurisdictional differences, and to consider the expert evidence, if available, on what precisely the position is under the law of the foreign jurisdiction in question.***
>
> [emphasis added in bold italics]

27 Spackman submits that whether the SHCJ is "final and conclusive" is not a matter of Korean law, but a matter of Singapore law. Under Singapore law, *The Bunga Melati* at [81] defined a "final and conclusive" judgment, as a judgment that cannot be varied, re-opened or set aside by the court that delivered it.

28 Spackman further argues that the statement in *Humpuss* at [70] and *Carl Zeiss Stiftung v Rayner & Keeler Ltd (No 2)* [1967] 1 AC 853 ("*Carl Zeiss*") at 919, *ie*, that finality is to be assessed from the perspective of the foreign court, was raised in the context of issue estoppel and was not applicable to the enforcement of a foreign judgment.[21] Spackman argues that even in *Humpuss*, the court at [70] referred to the definition of a "final and conclusive" judgment laid down in *The Bunga Melati*, *ie*, that the judgment cannot be reopened, varied or set aside by the court that delivered it. Spackman submits that his proposed distinction between the application of the test of "finality" for issue estoppel and enforcement[22] is supported by *Merck Sharp* in which the court held at [43] that "in order for a *foreign judgment to give rise to issue estoppel* … the decision on the specific issue that is said to be the subject matter of the estoppel must be

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21 First Defendant's Reply Submissions dated 7 November 2022 ("DRS") at para 10.

22 DRS at para 12.

final and conclusive under the law of the foreign judgment's originating jurisdiction" [emphasis added].

29 Spackman also submits that his position is consistent with *Bellezza*, in which the court held at [14] that a judgment is "final and conclusive" when it can be shown that in the court by which it was pronounced, the judgment conclusively, finally, and forever established the existence of the debt. The court in *Bellezza* further held at [16] that the fact that the judgment may be altered or varied on appeal would not render it any less final or conclusive.

30 In this regard, both Woo's Korean law expert, Professor Yune ("Yune") and Spackman's Korean law expert, Mr Kim Jae Seung ("Kim"), agreed that the SHC could not vary or set aside its own judgment. Following from this, Spackman submits that the SHCJ was "final and conclusive" when it was pronounced, *ie*, 29 September 2011. Thus, the enforcement of the SHCJ is time-barred.

31 With respect, I find this to be a very strained submission that is contrary to what is plainly stated in *Bellezza*, *Humpuss*, *The Bunga Melati* and *Merck Sharp*. As clearly explained in *Humpuss* at [69], there are two aspects to finality. The first aspect of finality applies when *res judicata* is being invoked in respect of a domestic or a foreign judgment. In relation to this first aspect, *The Bunga Melati* has held that a final decision is one which cannot be varied, re-opened or set aside by the court that delivered it.

32 However, as *Humpuss* at [70] makes clear, there is a second aspect of finality where a foreign judgment is concerned. From the *dicta* cited above, it is clear that both *Bellezza* and *Humpuss* are consistent and clear in stating that where a foreign judgment is concerned, finality is assessed by asking whether

the foreign court rendering the judgment would regard it as final and conclusive. Indeed, both decisions cite the same *dicta* of Lord Reid in *Carl Zeiss* (at 919) that it would "verge on absurdity that we should regard as conclusive something in a [foreign] judgment which the [foreign] courts themselves would not regard as conclusive": *Bellezza* at [15] and *Humpuss* at [70].

33 Furthermore, while *Bellezza* stated at [16] that the fact that a judgment may be altered or varied on appeal would not render it any less final or conclusive, this was preceded by [15] where it pointed to the need to consider what the foreign courts would consider conclusive. In addition, it is clear from [27] of *Bellezza* that the court in took into consideration the evidence on Japanese law. There, the court noted that the evidence on Japanese law on the nature of the Tokyo judgment was not disputed between the parties. It was regarded as being *res judicata* between the parties. This was sufficient for the court to arrive at a conclusion as to the finality of the Tokyo judgment.

34 I also find Spackman's reliance on the reference in *Humpuss* (at [70]) to *The Bunga Melati* to be misplaced. *Humpuss* was referring there to *The Bunga Melati*'s affirmation of Lord Reid's statement in *Carl Zeiss*, that it would "verge on absurdity" to regard as conclusive something in a foreign judgment which the foreign court would not regard as conclusive, and that this was a principled approach which applies in Singapore. Contrary to Spackman's submission, *The Bunga Melati* at [86] reinforces the position that where a foreign judgment is concerned, finality is assessed by whether the foreign court rendering the judgment would regard it as final and conclusive. Indeed, the court in *The Bunga Melati* emphasised at [86] that in determining whether a foreign judgment was final and conclusive, "the court must be extra-sensitive, in particular, to 'the intention of the [foreign] judge in the earlier proceedings'".

35 As rightly observed by Woo, this has also been the position in other Singapore authorities.

(a) In *Giant Light Metal Technology (Kunshan) Co Ltd v Aksa Far East Pte Ltd* [2014] 2 SLR 545 ("*Giant Light Metal*"), the plaintiff sought to enforce a judgment from the Suzhou Intermediate Court. The court referred at [66] to three authorities and noted that they stood for the proposition that: "[F]oreign law (and not the *lex fori*) determines whether a foreign judgment is final and conclusive for the purposes of recognition and enforcement".

(b) In *Eleven Gesellschaft Zur Entwicklung Und Vermarktung Von Netzwerktechonologien MBH v Boxsentry Pte Ltd* [2014] SGHC 210 ("*Eleven*"), the plaintiff sought to enforce a Berlin default judgment. The court (at [92]) cited *Halsbury's Laws of Singapore* vol 6(2) (Butterworths Asia, 2013 Reissue) ("*Halsbury*"), which states at paras 75.157–75.158 that:

> The judgment must be final and conclusive under the law of its originating jurisdiction; the judgment must be *res judicata* between the parties under that law, ie, it must make a final determination of rights between the parties …
>
> …
>
> … *Finality of a default judgment is tested by its effect under the law of the originating jurisdiction,* ***so that it is necessary to determine the effect of the default judgment under the foreign law*** …
>
> [emphasis added in bold italics]

36 The same position has also been taken in the English case cited by Spackman, *Nouvion v Freeman* (1889) LR 15 AC 1. In Lord Ashbourne's concurring opinion (at 18), he held:

> … it would be, I venture to think, a very startling result if in this country we should hold [the remate judgment] to be final and conclusive, while in the municipal institutions of the country which has sent out this judgment, it would not even be regarded as res judicata … It strikes my mind as being to the last degree surprising to listen to a suggestion that when the laws of Spain do not regard this judgment as of such a binding character that it can be relied upon in any proceeding as res judicata, the very minute the intervention of a foreign country is invoked, it becomes so sacrosanct that it is to be regarded by us as final and conclusive. It appears to be almost a contradiction in terms to make such a suggestion.

37 The examination of the above authorities also reveals that there is no merit to Spackman's submission that *Humpuss* and *Carl Zeiss* were only concerned with issue estoppel and not the recognition of foreign judgments. This is clear from a reading of [67]–[70] of *Humpuss*, which held that:

(a) the tests for recognition and enforcement of foreign judgments are the same (at [67]);

(b) as a starting point, the foreign judgment must be final and conclusive on the merits (at [68]);

(c) that there are two aspects to finality (at [69]); and

(d) where a foreign judgment is concerned, the second aspect of finality is to be assessed by asking whether the foreign court rendering the judgment would itself regard it as final and conclusive (at [70]).

38 Neither does *Carl Zeiss* make the distinction that Spackman submits for. As the court in *Humpuss* recognized at [70], while the observations in *Carl Zeiss* (at 919) were made in the context of issue estoppel, in the court's view, they are equally applicable when considering the extended doctrine of *res judicata*.

39 *Merck Sharp* at [43], which Spackman cites, also does not support his proposition that the second aspect of finality in *Humpuss* at [70] and the *dicta* in *Carl Zeiss*, is limited to issue estoppel arising from a foreign judgment. At [43], the court in *Merck Sharp* referred to *Mad Atelier International BV v Manes* [2020] EWHC 1014 (Comm), an English decision which held that for a foreign judgment to be considered final and conclusive, the foreign legal system in question had to have either a doctrine of issue estoppel covering the issues dealt with in the foreign judgment, or a doctrine with the same underlying basis and operation. The court underscored "the need to be alive to inter-jurisdictional differences, and to consider the expert evidence, if available, on what precisely the position is under the law of the foreign jurisdiction in question". Nowhere in *Merck Sharp* was it stated that the importance of considering foreign law is limited to cases involving issue estoppel and not similarly applicable in the context of enforcing a foreign judgment.

40 Spackman also submits that his position is supported by the learned authors of *Dicey, Morris and Collins*, *The Conflict of Laws* vol 1 (Lord Collins of Mapesbury gen ed) (Sweet & Maxwell, 15th Ed, 2012) ("*Dicey*"). However, even in the treatment of Rule 42 in *Dicey* at para 14-023, the learned authors state: "The test of finality is the treatment of the judgment by the foreign tribunal as a *res judicata.*" This supports the approach taken in *Humpuss*, that there are two aspects of finality and that where there is a foreign judgment, assessment is to be made by whether the foreign court rendering the judgment would itself regard it as final and conclusive.

41 Spackman submits that there is a difference between Rule 42 and Rule 48 of *Dicey*. I find that the differences between the two rules do not affect the above analysis. I agree with Woo that Rule 48 relates to the effect or result of recognising or enforcing a foreign judgment. *Dicey* explains at paras 14-123

and 14-125 that where a judgment is final and conclusive, and in addition, there is identity of parties and identity of subject matter, that foreign judgment is "conclusive as to any matter thereby adjudicated upon" and not merely a "*prima facie* evidence of the matters therein decided". Rule 48 of *Dicey* does not detract from the test for a foreign judgment being "final and conclusive" as set out at Rule 42 of *Dicey*.

42 In summary, I find that the law is clear, as set out in *Humpuss* at [70], that finality of a foreign judgment is to be assessed by asking whether the foreign court rendering the judgment would itself regard it as final and conclusive. This is consistent with *Bellezza, The Bunga Melati*, *Merck Sharp*, and *Dicey*, and is also the position taken in *Giant Light Metal* and *Eleven*.

43 I turn next to consider whether the SHC would have regarded the SHCJ as final and conclusive when rendered. Both experts agreed that under Korean law, a Korean judgment becomes "final" when it is no longer amendable by the same court. Such a "final" judgment becomes conclusive *(ie*, it is *res judicata*) when the decision is either no longer subject to further appeal or all the appeals have been resolved. Thus, in both experts' view, the SHCJ only became "final and conclusive" when the KSC rendered its decision in the KSCJ on 31 October 2013. Until then, a party could continue to raise arguments on the matters decided in the SHCJ, in another Korean proceeding before the same or different court. In other words, the matters were not *res judicata* until the KSC's determination on 31 October 2013 rendering the KSCJ.[23]

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[23] Prof Yune's First Expert Opinion at para 24; Mr Kim's Expert Opinion at paras 55 to 56.

44 In this case, it is undisputed that the SHCJ could have been provisionally executed, pursuant to Order 4 of the SHCJ. Spackman submits that the fact that the SHCJ was provisionally enforceable, means that it was enforceable on pronouncement. Yune opined that the fact that the SHCJ could be "provisionally executed" meant that the SHCJ was not "final and conclusive" under Korean law because the judgment is still not *res judicata*. If the judgment of the lower court that was "provisionally" executed is overturned on appeal to the KSC, the effect of the provisional execution would be reversed. The judgment creditor of the overturned judgment would be ordered to return any asset seized pursuant to the provisional execution order and compensate for damages caused (including all damages caused by the provisional execution). The rationale for this procedure, was to prevent the losing party from filing a baseless appeal and causing unjust delay to the prevailing party's enforcement of rights based on a winning judgment. I observe that the order for provisional enforcement did not affect either expert's view that the SHCJ became "final and conclusive" when the KSC rendered the KSCJ. Kim did not differ from Yune on this. Spackman also accepts that there is a little difference between the Korean law experts' position on this.[24]

45 Therefore, taking into consideration Yune and Kim's expert opinion that the SHCJ only became "final and conclusive" when the KSC rendered the KSCJ, I find that the period of limitation for enforcing the SHCJ began to run from the date of the KSCJ, *ie*, 31 October 2013.

46 I note that such an interpretation is also broadly in line with the position under the Reciprocal Enforcement of Foreign Judgments Act 1959 (2020 Rev Ed) ("REFJA"). Section 4(1) of the REFJA provides:

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[24] First Defendant's Closing Statement dated 17 October 2022 ("DCS") at para 75.

> **Application for, and effect of, registration of foreign judgment**
>
> **4.**—(1) A person, being a judgment creditor under a judgment to which this Part applies, may apply to the General Division of the High Court at any time —
>
> (a) within 6 years after the date of the judgment; or
>
> (b) *where there have been proceedings by way of appeal against the judgment, after the date of the last judgment given in those proceedings*,
>
> to have the judgment registered in the General Division of the High Court.
>
> [emphasis added]

47 While different regimes apply to enforcement of foreign judgments under common law and under REFJA, the observations of the Court of Appeal in *Merck Sharp* at [37], albeit in the context of defences to the recognition of foreign judgments, are nevertheless relevant:

> 37 … the common law should … generally be developed in a manner that is compatible and consistent with legislation [such as REFJA] which covers a broadly similar area. This rests on the notion that the recognising court may and, indeed, ordinarily should have due regard to legislative developments in coming to its conclusion on the appropriate balance to strike between comity, international relations and the need to aid in the development of a transnational system of justice, while also safeguarding the rule of law within its jurisdiction.

48 Following from the above, I find that Woo is not time-barred under s 6(1)(*a*) LA from enforcing the SHCJ. Consequently, it is not necessary to address the issue of whether Woo is entitled to rely on s 29(1)(b) LA to "extend" the limitation period.

Whether the SHCJ is a judgment on merits

49 Second, Spackman submits that the SHCJ cannot be enforced as it is not a judgment on the merits. Spackman cites *Poh Soon Kiat* at [13]–[14] as

authority for this requirement. I note that the requirement for a judgment to be on the merits is not explicitly mentioned there. Neither was there such an explicit requirement in *Hong Pian Tee v Les Placements Germain Gauthier Inc* [2002] 1 SLR(R) 515 ("*Hong Pian Tee*"). The court there held at [12] that:

> 12 … it is settled law that a foreign judgment *in personam* given by a foreign court of court of competent jurisdiction may be enforced by an action for the amount due under it so long as the foreign judgment is final and conclusive as between the same parties. The foreign judgment is conclusive as to any matter thereby adjudicated upon and cannot be impeached for any error, whether of fact or of law. …

50 In addition, Rule 42 of *Dicey*, which Spackman cites, also does not contain such a requirement. It states that a foreign judgment may be enforced for the amount under it, if the judgment is for a debt or definite sum of money and is final and conclusive.

51 However, I recognise that in *Humpuss* at [69], the court held that the first aspect of finality is that the judgment must be conclusive of the merits of the case, citing *The Bunga Melati* at [81]. Woo cites *Manharlal Trikamdas Mody and another v Sumikin Bussan International (HK) Ltd* [2014] 3 SLR 1161 at [140] which held that in relation to whether a judgment is final and conclusive on the merits, the "real question is whether the decision is final for the purposes of *res judicata*". In this regard, the Korean law experts of both parties have agreed that under Korean law, the SHCJ is *res judicata* only after the KSC had issued the KSCJ. This would dispose of Spackman's submission.

52 I have in any event, proceeded to examine Spackman's submission that there is no judgment on the merits. He cites *D S V Silo-Und Verwaltungsgesellschaft mbH v Owners of The Sennar* [1985] 1WLR 490 ("*The Sennar (No 2)*") at 499, which was cited with approval in *The Bunga Melati* at

[81], that a judgment is final and conclusive on the merits if it "establishes certain facts as proved or not in dispute; states what are the relevant principles of law applicable to such facts; and expresses a conclusion with regard to the effect of applying those principles to the factual situation concerned". Spackman submits that the SHCJ is not a judgment on the merits as the SHCJ merely applied a procedural rule, *ie*, the DCR, against Spackman in default of his participation in the SHC. This is to be contrasted with the detailed manner in which the SHC dealt with Woo's claims against the other defendants. It is also to be contrasted with the approach taken by the Singapore courts. In *Seagate Technology International v Vikas Goel* [2016] SGHC 12 ("*Seagate*"), the defendant did not enter an appearance. The court required at [10] that the plaintiff proceed with the trial (in the defendant's absence), including adducing evidence in the normal course of trial to put it beyond doubt that the merits of the case had been duly considered. In *Indian Overseas Bank v Svil Agro Pte Ltd and others* [2014] 3 SLR 892 ("*Indian Overseas Bank*"), the defendant also did not enter an appearance. The court required that the plaintiff proceed to a full trial and to adduce its evidence "in the normal course": at [34]–[36].

53 Woo submits that the SHC did precisely what was mentioned in *The Bunga Melati*. The SHC had applied Article 150(3) of the Korean Civil Procedure Act ("KCPA") and found that Spackman admitted to the facts, such as the circulation of false and exaggerated facts to raise the value of shares and the dumping of shares which caused the share price to plummet, the conclusion of which was that Spackman was liable for the losses suffered by Woo. The SHC made substantive factual findings based on the application of the DCR. Under Korean law, the facts found through the DCR are no less binding on the parties than other fact-finding procedures. The KSC affirmed the SHC's application of the principle of law to the facts. Both Korean law experts agreed

that the SHCJ and the KSCJ are judgments on the merits under Korean law. Their joint view was that:[25]

> Both the Seoul High Court Judgment and the Korean Supreme Court Judgment are judgments on the merits under Korean Law, notwithstanding the application of the Deemed Confession Rule. The Seoul High Court and the Korean Supreme Court rendered their judgments based on admitted facts and there is no difference between facts that are affirmatively stated and proved by a party and facts admitted via deemed confessions under Korean Law.

54 Our courts have held that a default judgment obtained in a foreign court, can be considered to be final and conclusive: *Eleven* at [92]. Spackman cites *Halsbury* at para 75.162 that "[a] decision turning on a point that is regarded by the private international law of the enforcing forum as a rule of procedure is not a decision on the merits of the case". However, that same section of *Halsbury* which Spackman cites, goes on to state that "a judgment can still be on the merits of the case even if the plaintiff won the case as a result of the defendant's failure to appear or to enter a defence".

55 The Singapore cases cited by Spackman also do not assist him. In *Seagate*, the plaintiff applied to have the matter proceed to full trial notwithstanding the defendant's absence: at [9]. In *Indian Overseas Bank*, the matter proceeded to trial in the defendant's absence, as the plaintiff had adduced evidence on Indian law that if evidence was not taken, the decision may not be considered by Indian courts to be a decision on the merits: at [36].

56 In this case, I find that the fact that the SHC applied the DCR in establishing its findings of facts, does not render it any less a judgment on the merits. The SHC established certain facts, based on the DCR, stated the relevant

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[25] Expert's Scott Schedule at p 3 S/N 3.

principles of law applicable to the facts and expressed a conclusion on the application of those principles to the facts. This falls squarely within *The Bunga Melati*.

Whether SHC had international jurisdiction over Spackman

57 Third, Spackman submits that the SHC did not have international jurisdiction over Spackman. In *Humpuss*, the court noted that the forum court recognising the foreign judgment must be satisfied that, according to the forum court's own rules of private international law, that the foreign court had jurisdiction in the "international sense" (at [71]). Four alternative grounds of jurisdiction were set out: (a) presence in the foreign country; (b) filing a claim or counterclaim before the foreign court; (c) voluntarily submitting to the jurisdiction of the foreign court by appearing in the proceedings; and (d) agreeing to submit to the jurisdiction before the commencement of proceedings. At [72], the court further held that whether a defendant has voluntarily submitted to the jurisdiction of the foreign court is to be determined without exclusive reference to the law of the forum or the law of the foreign court.

58 Spackman submits that the SHC did not have international jurisdiction over him, as he did not voluntarily submit to the jurisdiction of either the SDC or the SHC and did not take part in the proceedings before these courts.

59 Woo submits that while Spackman failed to participate in the earlier proceedings, by appealing on the merits, he was taken as having voluntarily submitted to the jurisdiction of the original courts. This is borne out by the following authorities.

60 *Dicey* at para 14-069 states:

> **The third case. Appearance.**
>
> This case rests on the simple and universally admitted principle that ***a litigant who has voluntarily submitted himself to the jurisdiction of a court by appearing before it cannot afterwards dispute its jurisdiction***. Where such a litigant, though a defendant rather than a claimant, appears and pleads to the merits without contesting the jurisdiction there is clearly a voluntary submission. ***The same is the case*** where he does indeed contest the jurisdiction but nevertheless proceeds further to plead to the merits, or agrees to a consent order dismissing the claims and crossclaims, or where he fails to appear in proceedings at first instance but appeals on the merits. ***If the defendant takes no part in the proceedings and allows judgment to go against him in default of appearance, and later moves to set the default judgment aside, the application to set aside may be a voluntary appearance if it is based on non-jurisdictional grounds, even if the application is unsuccessful*** …
>
> [emphasis added in bold italics]

61 *Halsbury* at para 75.183 states:

> A party who pleads the merits of the case, even if he also contests jurisdiction, acknowledges the existence of the jurisdiction of the foreign court over the claim. Even if the defendant did not appear or did not argue in the foreign proceedings, ***an appeal (on the merits) would amount to voluntary submission; as would an application to set aside the default judgment in the foreign jurisdiction, unless the arguments raised in the application go solely to the existence of jurisdiction***.
>
> [emphasis added in bold italics]

62 In *SA Consortium General Textiles v Sun and Sand Agencies* [1978] QB 279 ("*SA Consortium*"), the English Court of Appeal held at 299:

> … By inviting the Appeal Court to decide in its favour on the merits, it must be taken to have sought to upset it. By inviting the Appeal Court to decide in its favour, it must be taken to have submitted to the jurisdiction of the original court. If the Appeal Court decided in its favour, it would have accepted the decision. So also if it decided against it, thus upholding the original court, it must accept the decision … by appealing to the Appeal Court, the English company was submitting to the jurisdiction of the original court. …

63 Spackman seeks to reduce the weight of authority from *SA Consortium* by submitting that the *dicta* cited above was an alternative reason taken by the court, as it had also separately found that the parties had agreed to submit to the jurisdiction of the court. While that may be the case, it does not render the above reasoning in *SA Consortium*, which is supported by the learned authors of *Dicey* and *Halsbury*, any less persuasive.

64 Spackman submits that such a position would impose an unfair and illogical burden on a defendant as he would either have to appeal to set aside a default judgment and be deemed retrospectively to have submitted to the jurisdiction of the court that issued the default judgment, or not take any action and have the enforcing court of the foreign judgment hold this against him. However, as was pointed out in *Dicey* and *Halsbury*, cited above, if indeed a defendant takes the view that there was no jurisdiction, he could appeal solely on the basis that there was no existence of jurisdiction (rather than on the merits). In that case, the appeal would not be taken as the defendant voluntarily submitting to the jurisdiction of the court. As the court in *SA Consortium* rightly observed, if the appellate court decides in the favor of defendant, the defendant would have accepted the decision. Thus, if the appellate court decided against the defendant, thus upholding the views of the original court, the defendant must also accept that decision. There is nothing unfair about this.

65 In this case, it is undisputed that Spackman filed and participated in the appeal against the SHCJ to the KSC. He also filed and participated in the Retrial Application to the SHC. He did so without raising any issues in respect of jurisdiction.

66 Taking the above into consideration, I find that Spackman has submitted to the jurisdiction of the Korean courts and the SHC. Therefore, the SHC had international jurisdiction over Spackman.

67 In view of this finding, it is not necessary to consider Woo's alternative submissions that international jurisdiction was also founded on the personal presence of Spackman in Korea or that the Korean courts had a real and substantial connection to the action or parties in the action.

Whether there was breach of natural justice in obtaining SHCJ

68 Fourth, Spackman submits that Woo is not entitled to enforce the SHCJ as there was a breach of natural justice in the manner Woo obtained the SHCJ.

69 At the end of the trial, counsel for Spackman accepted that Spackman had the burden of proving a breach of natural justice.[26]

70 In *Paulus Tannos v Heince Tombak Simanjuntak and others and another appeal* [2020] 2 SLR 1061 ("*Paulus Tannos*"), the Court of Appeal held at [28] that the core principles of natural justice are well established. The question is whether, having been given notice, the litigant has the opportunity of substantially presenting his case before the court. At [42], the court noted that the heart of the issue of natural justice lies in the concepts of notice and of the opportunity to be heard. In *Cheshire, North & Fawcett: Private International Law* (Paul Torremans ed) (Oxford University Press, 15th Ed, 2017) at p 577, the learned authors stated that "[d]ue notice is concerned with notice of the proceedings and not of the steps necessary to defend those proceedings … [i]f

[26] 19 September 2022 Transcript at p 187, lines 14 to 18.

the defendant had knowledge of the foreign proceedings the lack of due notice defence cannot be used."

71 In this case, it is not disputed that on 21 April 2011, Spackman was personally served with the Three Documents. This would have given him notice of the case against him in the SHC. At the same time, he was also served with a Notice of Hearing Date. He chose not to appear at the SHC proceedings despite being given such notice. In Spackman's AEIC, he testified that even though he was served with court documents for the SHC proceedings on 21 April 2011, he chose not to appear as he took the view "that Woo's claims were completely frivolous and vexatious had already been vindicated and reinforced by the Seoul Central District Court and, based on the Served Documents, [he] assumed that there was no difference between the issues in the Seoul Central District Court proceedings (in which Woo's claims were dismissed), and the Seoul High Court proceedings".[27] The SHC proceedings began on 1 September 2011, several months after personal service was effected on Spackman.

72 On the facts and from his AEIC, Mr Spackman clearly had notice of the SHC hearing and the opportunity to make himself available at the SHC hearing to be heard. He simply chose not to.

73 Spackman submits that breaches of natural justice can extend beyond the two categories identified in *Paulus Tannos*. He cites *Halsbury* at para 75.220:

> A foreign judgment will not be recognised if it had been obtained in breach of natural justice. Breach of natural justice can occur when the judgment debtor had not been given notice of the proceedings in the foreign court or had not been given sufficient opportunity to present his case. … *Natural justice extends*

[27] Spackman's AEIC at para 54.

> *beyond these categories, however, to reach any situation that involves procedural defects leading to the breach of the forum's 'views of substantial justice' in the case. …*
>
> [emphasis added]

74 Spackman also relies on *Adams and others v Cape Industries Plc and another* [1990] Ch 433 ("*Adams v Cape*") where the English Court of Appeal held at 564A–C that:

> … The point was not concluded against the defendants merely because they had been given proper notice of the application for default judgment and would, if they had attended, have been allowed full opportunity to put their case.

75 Spackman does not specify what other categories of breach of natural justice, beyond the two stated in *Paulus Tannos*, should apply here. Instead, Spackman sets out the following as offending notions of substantive justice:[28]

(a) The Korean courts declared the other co-defendants innocent of any wrongdoing on the facts, but Spackman remained liable under the SHCJ because of the application of the DCR. This is notwithstanding that the claim by Woo was one of conspiracy between the defendants, where Spackman was identified as the leader of the conspiracy.

(b) Causation was clearly not found by the Korean courts, who found that there were no acts which caused any loss or damage to Woo.

(c) The SHC ought not to have applied the DCR without first giving notice to Spackman. In addition, the SDC's failure to apply the DCR when it ought to have done so, coupled with the SHC's application of the same as an appellate court, deprived Spackman of the opportunity to remove the effect of the DCR or substantially present his case, by way

[28] DCS at para 151.

of an appeal. He was unable to have his case reviewed on the facts when he appealed to the KSC.

(d) Woo made out his case against Spackman in the SHC based on pleadings which were not served on Spackman.

(e) The SHC made its decision based on findings that were not found in the pleadings served on Spackman.

(f) The SHC did not conduct a proper judicial assessment on damages, but relied on pleadings not served on Spackman. Spackman did not have notice of Woo's claim for damages which the SHC had accepted, and did not have any proper opportunity to substantially present his case against it.

76 Woo submits that there is no reason for the categories of breach of natural justice to be extended beyond the two identified in *Paulus Tannos*. The court there at [29] recognized that *Adams v Cape* suggested that the categories of what could amount to a breach of natural justice are not limited to issues of notice and the opportunity to be heard, but noted that the appeal there did not concern the possible extension beyond such categories. Such extension is thus not currently part of Singapore law.

77 Woo cites Peter Basil Carter, "Decisions of British Courts During 1988 Involving Questions of Public or Private International Law", The British Yearbook of International Law, vol 59, issue 1, 1988, at p 363:

> The thrust of the defence of contravention of English notions of substantial justice is different and more general. It could almost be seen as an ultimate discretion to withhold recognition simply because in the eyes of the English forum justice was palpably not done. In the final analysis it represents a prerogative of the forum – but, of course, a prerogative not to be abused.

78 Woo submits that there is presently no element of discretion when it comes to common law enforcement of foreign judgments. It would be anomalous to extend the categories of breach of natural justice to include such a discretion. Even *Adams v Cape* rejected an extension of the categories of natural justice to include a breach of reasonable expectation that the procedure of the foreign court would be observed. The court there held at 567G–568A:

> … We would also accept that the adoption of a particular method of assessment of damages by the foreign court, would not per se amount to an effective defence, as a breach of natural justice under our law, merely because it was shown that, by reference to the procedural rules of the foreign court, the defendant might (on an objective basis) reasonably have expected that a different method would be used. So to hold would be to introduce, under the concept of reasonable expectation, a rule that breach by the foreign court of its own rules of procedure renders the foreign judgment unenforceable as offending our concepts of substantial justice. It is clear law that mere procedural irregularity, on the part of the foreign court and according to its own rules, is not such a ground of defence. …

79 Woo submits that *Adams v Cape*, properly understood, was about the lack of notice given by the plaintiffs to the defendants. The defendants had been given notice of the plaintiffs' application for a default judgment which stated that a "hearing to determine the amount of relief entitled to plaintiffs" would be held: at 499C and 559A. When the judge decided not to proceed with such judicial assessment of damages, the "plaintiffs failed to give prior notice to the defendants of the unusual course which they intended to pursue": at 572A.

80 Woo submits that in any event, the grounds relied on by Spackman do not amount to breaches of substantive justice:

(a) Spackman complains that the SHCJ is unfair because the rest of the co-defendants were exonerated except him. That is untrue. The SHCJ remains binding on two co-defendants, one Mr Gap Soo Seo

("Seo") and Silverline Investment Limited ("Silverline"), who did not appeal the SHCJ. Spackman is not entitled to rely on the Remand Judgments to assert that there has been a purported breach of natural justice as he was not a party to the Remand Judgments.

(b) In relation to causation of damage, the KSC found that "through the [Three Documents], [Woo stated that] … Woo believed in these statements [made by Spackman about Littauer Tech] and purchased the shares of Defendant Littauer Tech, and Plaintiff [Woo] incurred a loss of KRW 5,207,884,800 due to Defendants dumping the shares of Defendant Littauer Tech purchased by Plaintiff through capital increase with consideration in this case and the share prices plummeted."[29] Kim accepted that this was the KSC's finding.[30]

(c) Korean law does not impose an obligation to inform a party before the DCR is applied. Both Korean law experts agreed that the KSC has the power to intervene and correct any misapplication of the DCR. The KSC found no such error in the SHCJ and stated this in the KSCJ. In addition, Spackman's allegation that the SDC's dismissal of Woo's claim amounted to a breach of substantial justice is absurd. Spackman has produced no authority for this. He did not contend before the KSC that the SDC committed a procedural error for failing to apply the DCR against him. As this issue was not raised, it is speculative why the SDC did not apply the DCR. As this was raised late in the day by Spackman, Woo had no opportunity to instruct his expert, Yune, to provide his

29 2ACB at p 181.

30 Transcript 19 September 2022 at p 26 line 15 to p 27 line 3.

opinion on whether the DCR should have been applied in the SDC proceeding.

(d) Woo did not allege facts in briefs that were not served. He relied only on the Three Documents in his arguments against Spackman before the SHC. This is confirmed by:

(i) the Record of Arguments of the 1 September 2011 hearing ("1 Sept RA") before the SHC, which stated that the Woo's attorney "[p]rovided oral arguments regarding the petition of appeal, statement of reasons for appeal dated January 28, 2009, and the brief dated February 12, 2009";[31]

(ii) the KSC noted that "Plaintiff made an argument for the reasons for the claim through the Notice of Appeal, Reasons for Appeal, and Pleadings dated 02/12/2009";[32] and

(iii) Spackman in the Hong Kong proceedings, where he stated in his Opening Statement "This is not appropriate because, as the Supreme Court of Korea observed in its judgment on appeal based on the records before it, P made submissions at the hearing of his appeal *in relation to* D only on the basis of the documents *actually served*" [emphasis in original].[33]

(e) The SHC did not have regard to or relied on documents in pleadings that had not been served on Spackman. The KSCJ made this clear.

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31 2ACB at p 7.

32 2ACB at p 181.

33 2ACB at p 552.

(f) The SHC was entitled to deem facts based on pleadings that were personally served on Spackman. It is not disputed that the Complaint filed in the SDC was personally served on Spackman. The price at which Woo had purchased the Littauer Tech shares (KRW 5,790,744,000) was clearly stated in the Complaint filed in the SDC. The SHC was entitled to rely on the DCR to deem Spackman to have admitted to the loss claimed by Woo. There was no need for any separate judicial assessment. In any event, as the HKC found, the SHC did conduct its assessment and analysis on the quantum of damages, accepting the evidence that "the Plaintiff acquired shares of Littauer for KRW 5,790,744,000 and subsequently sold them for a meagre KRW 582,859,200." Even if the SHC failed in any respect to conduct a judicial assessment of damages, Spackman had ample opportunity to raise this on appeal to the KSC, but did not do so.

81 I note that while Spackman submits that the categories of breach of natural justice extend beyond the two identified in *Paulus Tannos*, he did not submit what the additional categories should be. He states that his case is not that any breach of procedure would *per se* amount to breach of natural justice, but that procedural irregularity led to the SHCJ being obtained in circumstances contrary to the requirements of natural justice.[34]

82 In any event, Spackman has provided no legal authority to support the extension of breach of natural justice to include a breach of a reasonable expectation that the procedural rules of the foreign justice system are complied with. As pointed out by Woo, even in *Adams v Cape* at pp 567G–568A, the court rejected such an extension. Neither do the facts support a breach of natural

[34] DRS at para 62.

justice even if there was such a category, as the KSC had reviewed the decision of the SHC and found that the SHC did not err in relation to its decision on Spackman.

83 In relation to the DCR, both Korean law experts agreed on how it applies.[35] The DCR is found at Article 150(3) of KCPA.[36] It applies when a defendant does not appear in the Korean proceedings or submit a contesting brief after being served by a method other than by public notice. When the DCR is applied, the defendant is deemed to have confessed facts alleged by the plaintiff in the documents served on him. There is no requirement under Korean law that the defaulting party be first notified of the existence or the potential application of the DCR. To avoid the application of the DCR, a defendant needs to participate in the proceedings so served, by appearing and contesting against the alleged facts before the court or by submitting written pleadings before the close of the proceedings, to dispute the facts that would have been confessed. The DCR cannot be applied to the facts not stated in the briefs or to the facts stated in the briefs that were not served.[37] It can only do so on the basis of evidence which was served on the defendant.

84 Yune opined that a violation of the DCR is a legitimate ground of appeal and is subject to review by the KSC pursuant to Article 423 of the KCPA. Kim did not contest this.[38] In this case, the KSC reviewed the SHC application of the DCR. The relevant part of the KSCJ states that:[39]

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35 Experts Scott Schedule at p 4.

36 Prof Yune's Supplemental Expert Opinion at para 6; Mr Kim's Expert Opinion at para 73.

37 Mr Kim's Expert Report at para 78.

38 16 September 2022 Transcript, at p 167, lines 5 to 25.

39 2ACB at pp 180–181.

> … at the 5th argument for the original trial, Plaintiff made an argument for the reasons for the claim through the Notice of Appeal, Reasons for Appeal and Pleadings dated 02/12/2009 …
>
> …
>
> There is no reason to continue reviewing this case as it is deemed that the above Defendant made an admission of the Plaintiff's reasons for the claim considering the following: It is proper for the original court, from the same purpose, to accept Plaintiff's claims against the Defendant Yoo Shin Choi by presuming that Defendant Yoo Shin Choi made an admission of the Plaintiff's reasons for the claim, it cannot be reasoned that [the original court] committed an error by not exercising its right to request explanations by misunderstanding the legal principle regarding deemed confessions as the arguments in the Reasons for Appeal or did not complete all the necessary hearings …

85 In other words, following the KSC's review of the SHC's application of the DCR, the KSC held that the SHC did not commit an error.

86 Leaving aside that Spackman has not set out what category of breach of natural justice should be extended beyond notice and opportunity to be heard, or provided any authorities or principled basis to support such extension, I find that in any event, the grounds relied on by Spackman do not constitute breaches of natural justice, even if notions of substantive justice are broadly considered.

87 First, I find no foundation for Spackman's claim that there was a breach of substantive justice when the SDC found in his favor and did not apply the DCR. This is a highly unusual claim, since Spackman is effectively claiming that there was a breach of natural justice because he succeeded before the SDC.

88 Spackman's claim proceeds on the basis of several unsubstantiated assumptions. One such assumption is that it was mandatory for the SDC to apply the DCR in the circumstances. As Spackman claims that Yune gave evidence to this effect, it is necessary to examine the transcript of what Yune said:

DC: And in the Seoul District Court Mr Spackman did not participate in the proceedings but the deemed confession rule was not applied and is it your evidence that this is because the trial proceeded by service of, the trial in the District Court proceeded by service by public notice?

Yune: *I did not provide my opinion regarding whether the Seoul District Court proceedings were carried out based on service by public notice or the reason why it did not apply the deemed confession rule, that was not a question I was asked to opine on.* [40]

…

PC: … In this specific factual scenario, in our case, how does the court decide whether or not to apply the deemed confession rule?

Yune: According to the dates that you [counsel for the plaintiff] have just described to me, even though personal service upon Spackman was effected on July, in July 2008, the fact that such service was effected, the notification of that arrived at Seoul Central District Court on 8 October 2008 and the pleadings were closed on 15 October 2008. In that case the Seoul Central District Court would be able to apply the deemed confession rule upon defendant Spackman limited to the documents that were effectively or successfully served upon him but it would not be able to apply the deemed confession rule for those documents that were served by public notice.

Now, regarding the question of whether actually the Seoul District Court, Central District Court actually did so or not or whether it ignored the documents that were personally served and only looked at the documents that were served by public notice, I am not in the position to know that.[41]

…

Ct: … If you look at the last line [of Article 150(3) KCPA], it says that: "That the same shall not apply where the party on whom a written notice of date has been served by means of service by public notice has failed

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40 19 September 2022 Transcript, p 135, line 9 line 13.

41 19 September 2022 Transcript, p 169, line 9 to p 170 line 6.

> to appear." The phrase is "written notice of date". If you look at Article 150, is this saying that as long as a written notice of the date … has been served by way of public notice and then the second part is the defendant fails to appear, then this shall not apply, based on the wordings of Article 153?
>
> Yune: The interpretation you have provided, your Honour, is correct. That said, *I am not sure what the application would be in a case where the pleadings were served by means of public notice but the hearing, the written notice of the hearing date was served by routine means of service other than a service by public notice, that I would have to conduct further examination into.*[42]
>
> [emphasis added]

89 The above examination of Yune's evidence indicates that far from stating that it would have been mandatory for the SDC to apply the DCR on the facts, Yune repeatedly stated that he did not know, that he had not been instructed on this and that he would have to conduct further examination into the issue. Notably, Spackman's own expert, Kim, did not provide an opinion on this point.

90 Another assumption made in this claim is that Spackman would have appealed if the SDC had upheld Woo's claim against him by applying the DCR. While this may be likely, there is no evidence from Spackman that he would have done so. This is speculative since Spackman did have notice of the SDC and SHC proceedings but chose not to appear.

91 Moreover, as the SDC and SHC hearings would have proceeded on a completely different basis in such a scenario, the current references in the SHCJ and KSCJ are of limited assistance. It is completely speculative what would

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[42] 19 September 2022 Transcript p 174, line 25 to p 175 line 20.

have been presented before the SHC by both parties in that scenario, and how the SHC would have ruled.

92 What further undermines Spackman's submission that there was a breach of substantive justice in relation to the SDC's alleged failure to apply the DCR against him, is that he would have been aware of what he had been personally served with and that the SDC did not apply the DCR against him, and yet he did not raise this point before the Korean courts at any point in his appeals and applications. I agree with the observations made in *Adams v Cape* at 570C that since the ultimate question is whether there has been proof of substantial injustice caused by the proceedings, it would "be unrealistic in fact and incorrect in principle to ignore entirely the possibility of the correction of error within the procedure of a foreign court which itself provides fair procedural rules and a fair opportunity for remedy".

93 Second, a number of the allegations made by Spackman as constituting breaches of substantive justice, are in fact unsubstantiated and contrary to what the KSC found and stated in the KSCJ.

(a) Spackman claims that the SHCJ is unfair because he is the only person held liable on a conspiracy claim, when the other defendants were found not to have committed wrongdoings on the facts. However, the SHCJ remains binding on Seo and Silverline, who did not appeal the SHCJ.

(b) Spackman claims that the KSCJ findings that exonerated Littauer Tech and KTIC show that Spackman did not commit any wrongdoings. However, these observations of the KSC, as well as the findings in the Remand Judgment, only had effect on Littauer Tech and

KTIC. Spackman was not a party to the remand proceedings. It would not follow that the observations of the KCS and the Remand Judgment regarding Littauer Tech and KTIC were also intended to apply to Spackman. The KSC upheld the SHC's decision against Spackman notwithstanding the KSC's observations about the other two defendants.

(c) Spackman claims that Woo made out his case against Spackman in the SHC based on pleadings which were not served on him. However, the KSCJ stated that Woo made his arguments through the Three Documents. Spackman submits that the language of the KSCJ does not state that Woo did not refer to any other document. However, both Korean law experts accept that it would have been an error to apply the DCR to any documents that were not served on Spackman. By this submission, Spackman effectively submits that the KSC itself erred in its review, without being able to support it with anything more than a bare assertion.

(d) Spackman claims that the SHC made its decision based on findings that were not found in the pleadings served on Spackman. However, the KSCJ stated that the KSC reviewed the decision of the SHC and found no error in the SHCJ, whether in the SHC's application of the DCR or the documents it relied on.

(e) Spackman claims that the Korean courts did not find causation of damage. However, the KSCJ stated that "through the [Three Documents], [Woo stated that] … [Woo] believed in these statements [made by Spackman about Littauer Tech] and purchased the shares of Defendant Littauer Tech, and [Woo] incurred a loss of KRW 5,207,884,800 due to Defendants dumping the shares of

Defendant Littauer Tech purchased by [Woo] through capital increase with consideration in this case and the share prices plummeted …".[43]

(f) Spackman claims that there was no substantive justice as the SHC did not conduct a judicial assessment of damages, but none of the Korean law experts opined that Korean law required this. Spackman's own Korean law expert, Kim, also opined that the damages could be calculated from the facts that were before the SHC.[44] The KSC, following review of the SHCJ, including the damages ordered by the SHC against Spackman, found that the SHC did not err in its assessment.

94 What Spackman seeks in essence, is for our courts to revisit the merits of the case, which had been reviewed and decided on by the KSC. The observations of the Court of Appeal in *Hong Pian Tee* (at [28] and [31]) in this regard, are apposite:

> 28 ***It is also vitally important that no court of one jurisdiction should pass judgment on an issue already decided upon by a competent court of another jurisdiction. This is the doctrine of comity.*** After all, two tribunals, both acting conscientiously and diligently, could very well come to a different conclusion on the same facts. There is no question of which is being more correct. To seek to make such an evaluation would be an invidious exercise and could lead to the undesirable consequence which we have mentioned before of encouraging judicial chauvinism. It must be borne in mind that the enforcement forum is not an appellate tribunal *vis-à-vis* the foreign judgment.
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> 31 … ***the cardinal principle is that no one court should sit in judgment over the final decision of a competent court of another jurisdiction***. …
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> [emphasis added in bold italics]

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43 2ACB at p 181.

44 19 September 2022 Transcript p 38, lines 13 to 19.

95 In summary, I find that there is no breach of natural justice that prevents Woo from enforcing the SHCJ.

Whether enforcement of SHCJ contravenes Singapore public policy

96 Fifth, Spackman submits that the enforcement of the SHCJ would contravene the public policy of Singapore because there was no wrongdoing by Spackman and no damage suffered by Woo. In addition, the sums ordered to be paid by the SHC are punitive and/or manifestly excessive given the penal nature of the 20% interest rate that the SHC ordered to be payable on the judgment sum from 30 September 2011 until the date of full repayment. Spackman cites *Hong Leong Finance Ltd v Tan Gin Huay and another* [1999] 1 SLR(R) 755 ("*Hong Leong Finance*") where it was held that a default interest of 18% per annum was "manifestly excessive" and was therefore an unenforceable penalty, as well as *Lewis v Eliades and others* [2004] 1 WLR 692 ("*Lewis*"). In *Alberto Justo Rodriguez Licea and others v Curacao Drydock Co, Inc* [2015] 4 SLR 172 ("*Alberto Justo Rodriguez*") at [28], the court permitted the punitive part of the foreign judgment to be severed, so that only the compensatory parts were enforceable (as the unobjectionable part of the foreign judgment could be clearly identified and separated). Spackman submits that in this case, the interest component of the SHCJ should also be severed.

97 It was held in *Poh Soon Kiat* at [89] and [111] that a foreign judgment would not be enforced for being contrary to public policy if: (a) it would offend a fundamental principle of justice or deep-rooted tradition of Singapore; (b) the general community in Singapore would be offended by the registration; (c) it would offend fundamental ideas of morality, decency, human liberty, or justice; (d) it would go against a rule whose purpose is to protect the public interest.

98 In so far as Spackman submits that there were breaches of natural or substantive justice, or that the SHCJ offends fundamental ideas of justice, that has already been dealt with above.

99 I do not find *Hong Leong Finance* to be relevant here. In that case, the mortgagor defaulted in her payment and the mortgagee applied for an order for possession of the property. The court at [27] found the default interest rate of 18% per annum to be an extravagant increase from the rate of 5.5% for the first two years of the term loan and 6.75% thereafter, and was not referable to the true amount of the loss suffered by the mortgagee following the breach by the mortgagor. The analysis thus proceeded on an examination of the facts of that case, in particular, the terms of the mortgage. *Hong Leong Finance* does not stand for the proposition that the imposition of high interest rates on foreign judgment sums by the laws of another country, would be contrary to the public policy of Singapore.

100 Neither is *Lewis* applicable here. The common law principle that a court will not enforce a foreign judgment for a penalty, that was raised by Potter LJ at [50], was in relation to "a sum payable to the state, and not to a private plaintiff, so that an award of punitive or exemplary damages has been said not to be penal". In this case, the interest is payable to Woo and not the state.

101 Both Korean law experts agreed that the 20% interest rate ordered by the SHC on the judgment sum applies in Korea pursuant to its legislation. Yune explained, and Kim agreed, that the purpose of such a statutory rate is to deter litigants from delaying litigation and consequently delaying claimants from being able to enjoy the fruits of litigation.[45] It cannot be said that this offends

[45] 19 September 2022 Transcript at p 180 line 9 to p 181, line 10.

any "fundamental principle of justice" or ideas of "morality, decency, human liberty" (*Poh Soon Kiat* at [89] and [111]). Nor can it be said that the general community in Singapore would be offended by this. I therefore find that the enforcement of the SHCJ would not be contrary to the public policy of Singapore.

Whether the Korean Supreme Court Judgment is enforceable

102 Spackman submits that the KSCJ is not enforceable in Singapore as it is not a judgment for the payment of debt or a fixed sum of money. Woo submits that this question should be determined according to foreign law. Woo relied on Prof Yune's expert opinion that the KSCJ "is a judgment on the merits that incorporates by affirmation the [SHCJ] for a definite sum of money".[46] Spackman relies on *Poh Soon Kiat*, where the Court of Appeal examined the wording of the California judgment and found that there was nothing in the language of the judgment to support a finding that the judgment was for payment of debt or a definite sum of money.

103 In *Poh Soon Kiat*, the court held at [19] that "the issue of whether the 2001 California Judgment was a fresh foreign money judgment should be determined according to Californian law". However, the court cautioned against blindly accepting expert evidence on foreign law at [22] and held that the court must "carefully consider the factual or other premise on which the expert based his opinion" (at [23]). The court at [30]–[31] then went on to examine the language of the 2001 California Judgment and found that it can be seen from the terms of the Santa Clara Superior Court's orders that the appellant was not ordered to pay a definite sum of money to the respondent.

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46 Prof Yune's First Expert Opinion at para 40.

104 I agree with Spackman that on the application of *Poh Soon Kiat*, the language of the KSCJ should be examined. Such examination indicates that the KSCJ did not order Spackman to pay a definite sum of money to Woo. The KSC only dismissed the appeal. Kim's opinion was that "the Korean Supreme Court Judgment is not for a debt or a definite sum of money, nor does it create a fresh obligation on [Spackman] to pay [Woo]."[47] Yune also agreed in cross-examination that "the Supreme Court itself in its order does not order the 1st defendant to pay a sum of money to the [Woo]".[48] Consequently, I find that the KSCJ is not a judgment for a debt or definite sum of money. As set out above, *Poh Soon Kiat* required at [13]–[14] that a foreign judgment be for a definite sum of money, before it can be enforced.

105 Following from the above, I find that the KSCJ is not enforceable in Singapore.

Whether New York Judgment is enforceable in Singapore

106 Spackman submits that the NYJ is unenforceable because it merely decides on the enforceability of the SHCJ in the State of New York. At law, the enforceability of such a "judgment on a judgment" has been doubted. The NYJ only declares the enforceability of the SHCJ in New York, pursuant to the New York Civil Practice Law and Rules. It expressly states:

> Plaintiff Sang Cheol Woo moved this Court for summary judgment in lieu of complaint against Defendant Charles C. Spackman, pursuant to N.Y. CPLR §§ 3213 and 5303, for the recognition in New York of a foreign civil money judgment in the Republic of Korea … against Charles C. Spackman.

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47 Kim's Expert Opinion at [48].

48 16 September 2022 Transcript at p 127 ln 23 to p 128 ln 1.

107 I find that it is clear from the language of the NYJ that the judgment therein is only in relation to the enforcement of the SHCJ against Spackman's assets in the state of New York and not in Singapore.

108 Woo nevertheless submits that a foreign judgment on the enforcement of another foreign judgment can be enforced in Singapore, relying on *Morgan Stanley & Co International Ltd v Pilot Lead Investments Ltd* [2006] 4 HKC 93 ("*Morgan Stanley*"). In that case, the Hong Kong court found that a Singapore judgment, which in turn enforced a default judgment issued by the High Court of England, would have been enforceable in Hong Kong if the judgment creditor had adduced evidence that under the laws of Singapore, the Singapore judgment was final and conclusive. This was because the Singapore judgment would have otherwise satisfied the test under the Hong Kong Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap 319) ("FJREO"), mainly that: (a) the judgment came from a superior court of a designated country; (b) it must be a final and conclusive judgment between the parties thereto; (c) there is payable thereunder a sum of money.

109 Woo did not present any principled basis for regarding *Morgan Stanley* as good law here, beyond its citation.

110 I note that the requirements for recognition of a foreign judgment may differ according to jurisdictions. While there are similarities across certain jurisdictions, it is not clear that a foreign judgment that is recognised for enforcement in another jurisdiction, would ineluctably also be recognised and accepted for enforcement if the application was first made here.

111 In addition, as pointed out by Spackman, the position is not settled even in Hong Kong. *Morgan Stanley* has been criticised in subsequent Hong Kong

decisions. In *Motorola Solutions Credit Company LLC (fka Motorola Credit Corporation) v Kemal Uzan & Ors* [2014] HKCU 975 at [36], the court commented:

> 36 … Ms Ismail argues that the case of *Morgan Stanley* is probably wrong. She makes the point that the practical problem which would arise from enforcing a judgment on a judgment is demonstrated in this case. I have to agree that confusion may arise when the plaintiff seeks to enforce both the original US judgments and the enforcement UK judgments of the US judgments. As is illustrated by this case the two judgments are for different amounts because different interest rates apply.

112 I am thus not persuaded that *Morgan Stanley* should be applied in Singapore. Consequently, I dismiss Woo's application to enforce the NYJ in Singapore.

Whether Spackman is estopped from relitigating findings made in the Hong Kong Judgment

113 Woo submits that Spackman is estopped from relitigating the findings made in the HKJ in relation to the enforcement of the SHCJ there.

114 Spackman submits that the HKJ is concerned solely with whether the SHCJ is enforceable in Hong Kong. It was never intended to have any transnational impact, and cannot give rise to transnational issue estoppel in this case. Any findings in the HKJ would be made in the context of assessing any defences which Spackman may have under Hong Kong law. These findings should not be given weight in so far as they concern matters which the Singapore court ought to determine for itself, under Singapore law.

115 In *Merck Sharp*, the court held that there are three elements to proving transnational issue estoppel: (a) the existence of a foreign judgment that is

capable of being recognised in the jurisdiction; (b) identity of issues; and (c) identity of parties (at [35] and [40]). In determining whether there is an identity of issues, the court needs to be cautious in interpreting the foreign judgment and determining, *inter alia*: (a) what was actually decided by the foreign court and whether the specific issue that is the subject matter of issue estoppel was necessary, or merely collateral to the foreign judgment; and (b) whether the party against whom the estoppel is invoked had the occasion or opportunity to raise that specific issue (at [40]).

116 I do not find there to be an identity of issues here. Some of the issues raised by Spackman here were not raised in the HK proceedings, such as the alleged breach of natural justice because the SDC did not find against Spackman by applying the DCR. While there are other arguments raised here that may be similar to the alleged breaches of natural justice made before the HK court, those allegations related to whether there was a breach of natural justice under Hong Kong law. Woo has brought no evidence to show that the laws regarding the breach of natural justice are similar to that in Singapore. It cannot then be said that the issue of whether the enforcement of the SHCJ in Hong Kong breached the laws of natural justice under Hong Kong law, is substantially the same issue as whether the enforcement of the SHCJ in Singapore would breach the laws of natural justice under Singapore law. Moreover, the Court of Appeal has held in *Paulus Tannos* at [58] that "[t]he issue of whether a foreign judgment or order should be refused recognition or enforcement because of a breach of natural justice is a question for the recognition court alone to answer."

117 In summary, I find that Spackman is not restrained by issue estoppel or abuse of process from re-litigating the findings made in the HKJ.

Conclusion

118 In conclusion, for the reasons above, I allow Woo to enforce the SHCJ in Singapore against Spackman, but not the KSCJ or the NYJ.

119 Directions will be given to parties in respect of costs.

Kwek Mean Luck
Judge of the High Court

Lin Weiqi Wendy, Leow Jiamin, Pranay Arvind Suryavanshi and Hong Jia Yu (WongPartnership LLP) for the plaintiff;
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Sarah Chew (Shook Lin & Bok LLP) for the fifth defendant (watching brief).