IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2019] SGHC 116

Suit No 1187 of 2016
(Summons No 4922 of 2018)

Between

Brightex Paints (S) Pte Ltd

… *Plaintiff*

And

(1) Tan Ongg Seng in his personal capacity and trading as Starlit(S) Trading
(2) B.H.I International Ltd
(3) Khin Myo Tint

… *Defendants*

GROUNDS OF DECISION

[Contempt of Court] — [civil contempt]

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Brightex Paints (S) Pte Ltd
v
Tan Ongg Seng (in his personal capacity and trading as Starlit(S) Trading) and others

[2019] SGHC 116

High Court — Suit No 1187 of 2016 (Summons No 4922 of 2018)
Dedar Singh Gill JC
1, 22 November, 14 December 2018; 29 January 2019

3 May 2019

Dedar Singh Gill JC:

Introduction

1 On 29 January 2019, I heard an application, Summons No 4922 of 2018 ("SUM 4922/2018") by Brightex Paints (S) Pte Ltd ("the plaintiff"), for an order of committal against Tan Ongg Seng ("the first defendant") for contempt of court. Having determined that the first defendant had failed to comply with delivery up and disclosure orders against him, I committed him to 14 days' imprisonment to commence on 19 February 2019.

2 The first defendant has since appealed. Separately, the plaintiff has appealed against my decision on sentencing. I therefore now set out the full grounds for my decision.

Facts

The parties

3 The plaintiff is a Singapore incorporated company. Its business includes the manufacture and supply of wood coatings and furniture lacquers, decorative and industrial paints and chemical solvents.[1] The plaintiff has an established presence in Malaysia, Myanmar, Indonesia, Cambodia, Vietnam, India, Maldives and the Middle East and is best known locally for its selection of paint products.[2]

4 The first defendant is a former employee of the plaintiff and the younger brother of its managing director, Tan Tiow Lin. He is also an undischarged bankrupt. The first defendant worked for the plaintiff in two stints. He was initially employed from 1987 to 2002 before being rehired in October 2012. He subsequently resigned in 2016.

Background to the dispute

5 Sometime in late 2012, the plaintiff was looking to expand its presence in the Myanmar market. At the time, it already had a business relationship with B.H.I International Ltd ("the second defendant"). The plaintiff and Khin Myo Tint ("the third defendant"), the second defendant's shareholder, agreed that the second defendant would set up a factory in Yangon to produce some of the plaintiff's products.[3] The second defendant was to be the exclusive distributor of the plaintiff's products in Myanmar.[4]

6 Consequently, the first defendant was appointed as the plaintiff's

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1 Tan Leng Leng, 1st Affidavit para 7.

2 Tan Leng Leng, 1st Affidavit para 8.

3 Statement of Claim (Amendment No 1) ("ASOC") para 9.

4 Tan Leng Leng, 1st Affidavit para 11.

Myanmar production manager.[5] He was assigned to oversee the operations of the second defendant which included:[6]

(a) managing and overseeing the inventory of raw materials at the second defendant's factory and obtaining these materials from the plaintiff;

(b) encoding the plaintiff's formulas for production by the second defendant; and

(c) travelling to Myanmar to oversee operations.

7 Thus, in the course of his work, the first defendant gained access to confidential and business sensitive information, such as raw material lists, product formula files, product code lists, supplier lists, container code lists and/or stock information relating to the plaintiff's products.[7] It was agreed that the second and third defendants would only be privy to certain encoded formulas for the production of the plaintiff's products in the second defendant's factory. They would also have access to certain technical documentation and limited raw materials for the plaintiff's products.[8]

8 On 30 September 2016, the first defendant tendered his resignation. On or around 17 October 2016, the plaintiff and the third defendant agreed to bring their business arrangements to an end and the second defendant ceased to be the plaintiff's distributor in Myanmar.[9] Sometime after the first defendant's

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5 Tan Leng Leng, 1st Affidavit paras 9 and 10.

6 ASOC para 27.

7 Tan Ongg Seng, 10th Affidavit para 11; ASOC, Schedule A.

8 ASOC para 34.

9 ASOC paras 18, 22.

resignation, the plaintiff was informed by one of its suppliers that the first defendant had contacted it to source for raw materials in accordance with the plaintiff's confidential formula specification.[10]

9 This alarmed the plaintiff and it sought assistance from Chang James Tan Swee Long ("Mr Chang"), a forensics consultant at Infinity Forensics (Private) Limited, to conduct a forensic examination of the desktop computer used by the first defendant whilst he was employed by the plaintiff ("the first defendant's computer").[11] On 26 October 2016, Mr Chang produced his report which documented several key findings.[12]

10 The report uncovered that the first defendant had, without the plaintiff's authorisation, linked his personal Dropbox account to the first defendant's computer on 17 June 2016. This account was used at least until 13 September 2016. During this period, the first defendant synced 3,052 confidential work documents found on the plaintiff's shared network drive to his personal Dropbox account. He subsequently uninstalled the Dropbox application and removed his account from the first defendant's computer.[13]

11 Separately, a large amount of data from the plaintiff's shared network drive was copied by the first defendant to the first defendant's computer. These files, which included paint formulas, sales reports, customer quotations and customer name lists, were transferred to removable storage devices before being deleted from the first defendant's computer.[14] These file transfers took place in

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10 Tan Leng Leng, 1st Affidavit para 21.

11 James Chang, Affidavit para 4.

12 James Chang, Affidavit, CJT-2.

13 James Chang, Affidavit, CJT-2, p 14; Tan Leng Leng, 1st Affidavit para 23(i).

14 James Chang, Affidavit, CJT-2, pp 15-16.

three tranches:

(a) 5,340 files were transferred on 10 June 2016;

(b) 5,917 files were transferred on 16 June 2016; and

(c) 5,793 files were transferred on 20 June 2016.

12 A total of 343 email exchanges between the first defendant and the third defendant were also extracted from the first defendant's computer.[15] The titles of these emails appeared to indicate that the first defendant had sent the plaintiff's confidential information to the second and third defendants.

13 The full extent of the first defendant's actions, including other instances of file transfers and mass deletions from the first defendant's computer, is particularised in the plaintiff's Statement of Claim (Amendment no 1) ("ASOC").[16] Schedule A of the ASOC specifies the confidential information which was accessed by the first defendant and is included as Annex 1 to this judgment.

Procedural history

14 With this information in hand, the plaintiff commenced Suit No 1187 of 2016 ("Suit 1187/2016") to obtain, *inter alia*, an injunction to prevent the further unauthorised use and dissemination of its confidential information and an order that the first defendant deliver up all confidential information in his possession and disclose the use of such information to the plaintiff.[17]

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15 James Chang, Affidavit, CJT-2, p 18.

16 ASOC paras 38-41; Tan Leng Leng, 1st Affidavit para 23.

17 ASOC, Prayers 2 to 4.

15 On 11 July 2017 the first defendant filed his Defence (Amendment No 1) ("Defence"), which raised several significant points:

(a) the information obtained by the first defendant was not confidential and, even if it was, its confidentiality was lost and/or waived by the plaintiff;[18]

(b) the first defendant obtained the plaintiff's information with its knowledge and consent;[19]

(c) the first defendant downloaded parts of the plaintiff's confidential information onto his external storage device and personal Dropbox account and took photographs of the same for use in the course of his work and as a backup;[20]

(d) the first defendant continued to oversee production at the second defendant's factory after his resignation on 30 September 2016;[21] and

(e) the first defendant retained possession and use of the plaintiff's information for the purpose of assisting the second defendant in the production of the plaintiff's products.[22]

16 On 21 September 2017, the first defendant was adjudged a bankrupt. The bankruptcy order was made pursuant to the first defendant's own application. On 9 February 2018, the plaintiff obtained leave to continue proceedings against the first defendant. On 25 April 2018, with the Official

18 Defence paras 17 and 23.

19 Defence para 7.

20 Defence paras 16 and 22.2.

21 Defence para 19.

22 Defence paras 20.7(c) and 31.

Assignee's leave, the first defendant filed a notice to discontinue or withdraw his Defence. Consequently, the plaintiff applied for interlocutory judgment against the first defendant in Summons No 2803 of 2018 ("SUM 2803/2018"). I make the observation that the first defendant consciously chose to withdraw his Defence rather than apply for leave from the Official Assignee ("OA") to defend the suit.

17 On 6 July 2018, Aedit Abdullah J granted judgment (Judgment No 364 of 2018) ("the Judgment") pursuant to O 19 r 7 of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) ("ROC"), imposing an injunction against the first defendant. Paragraphs three (the "delivery up order") and four (the "disclosure order") of the Judgment directed the following:

> 3. The 1st Defendant is to deliver up all of the Plaintiff's Confidential Information and/or Copyright Works in the possession, power, custody or control of the 1st Defendant, the use or disclosure of which would offend against the foregoing injunction against him, within 7 days.
>
> 4. The 1st Defendant is to disclose to the Plaintiff all unauthorised usage and/or disclosure of the Plaintiff's Confidential Information and/or Copyright Works, as well as the identities of third parties that the Plaintiff's Confidential Information and/or Copyright Works have been communicated and/or disseminated to, within 7 days.

References to the plaintiff's "Confidential Information and/or Copyright Works" included but were not limited to Schedule 1 of the Judgment. Schedule 1 is included in full as Annex 2 to this judgment.

18 On 11 July 2018, the Judgment was extracted and served on the first defendant.[23]

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[23] Tang Ongg Seng, 10th Affidavit para 2.

The committal hearing

19 On 27 September 2018, the plaintiff applied for leave to commence committal proceedings against the first defendant on the basis that the delivery up order and disclosure order (collectively, "the Orders") had not been complied with.[24] I granted leave to the plaintiff on 9 October 2018. On 22 October 2018, the plaintiff applied for an order of committal in SUM 4922/2018.

20 SUM 4922/2018 was first heard on 1 November 2018. The first defendant, who was in person, sought a final opportunity to comply with the Judgment. I granted an adjournment and on 22 November 2018, parties came before me again. Mr Jeeva Arul Joethy ("Mr Joethy") appeared on behalf of the first defendant. He sought another adjournment to obtain approval to act from the OA and to take instructions. I cautioned that the first defendant could not seek to delay proceedings to avoid satisfying the Orders. Nevertheless, I granted the adjournment and directed Mr Joethy to ensure the first defendant's compliance as soon as possible.

21 Later that day, the first defendant's solicitors wrote to the OA to obtain sanction to defend the proceedings in Suit 1187/2016 and SUM 4922/2018.[25] On 26 November 2018, the OA wrote to the first defendant's solicitors to obtain further information as to the first defendant's proposed defence as well as its legal and factual merits.[26] No response was provided to these queries. On 12 December 2018, the OA wrote to the first defendant's solicitors again, reiterating his request for information on the first defendant's course of action.[27]

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24 Plaintiff's Statement Pursuant to ROC O 52 r 2(2).

25 Tan Leng Leng, 14th Affidavit, TLL-16.

26 Tan Leng Leng, 14th Affidavit, TLL-19, p 68.

27 Tan Leng Leng, 14th Affidavit, TLL-23.

It was also made clear that the OA had not granted sanction to the first defendant in respect of any of the proceedings.

22 On 14 December 2018, the date of the next hearing, the Orders had *still* not been complied with. I therefore directed the first defendant to file an affidavit stating his position and for the committal hearing to be held thereafter. On the same day, the first defendant's solicitors wrote to the OA to clarify that sanction was only being sought in respect of the committal proceedings.[28] On 18 December 2018, the OA granted sanction for the first defendant to defend the committal proceedings on the condition that $20,000 be paid to the OA to meet any potential costs and disbursements.[29] The OA subsequently denied a request by the first defendant's solicitors to obtain further sanction to defend a default judgment application applied for by the plaintiff in Summons No 5410 of 2018.[30]

23 The committal hearing was held on 29 January 2019.

The parties' cases

The plaintiff's case

24 It is the plaintiff's position that the first defendant unlawfully accessed, downloaded and copied the plaintiff's confidential information[31] which he passed on to the second and third defendants for the purpose of making unauthorised productions of the plaintiff's products.[32] According to the plaintiff,

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28 Tan Leng Leng, 14th Affidavit, TLL-24.

29 Tan Leng Leng, 14th Affidavit, TLL-26.

30 Tan Leng Leng, 14th Affidavit, TLL-27.

31 ASOC, para 37.

32 ASOC, paras 45-47.

the first defendant knew that this information was confidential and he had been specifically instructed to protect it from being seen by and disseminated to third parties.[33]

25 The first defendant was required to comply with the Orders in the Judgment. He failed to do so. He handed over three compact discs (CDs): two on 12 July 2018 and one on 13 July 2018.

26 Having reviewed the contents of the CDs, the plaintiff discovered that there had been incomplete delivery up and disclosure by the first defendant. There were missing and inaccessible attachments in the email correspondence provided. It was also apparent, when comparing the materials in the CDs with the documents found in the first defendant's Dropbox account and specified in Schedule A of the ASOC, that numerous items were not delivered up.[34] The plaintiff argued that the first defendant had failed to address these inadequacies and the explanations for his non-compliance were unjustified.[35] It argued that his actions had caused significant prejudice to the plaintiff.[36]

The first defendant's case

27 The first defendant asserted that he had not unlawfully accessed, downloaded and copied the plaintiff's confidential information. In fact, he disagreed that the information taken was even confidential.[37] This assertion aligns with the substance of his withdrawn Defence (see [15(a)] and [15(b)] above).

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33 Tan Leng Leng, 1st Affidavit para 17.

34 Tan Leng Leng, 13th Affidavit paras 25, 30.

35 Tan Leng Leng, 14th Affidavit para 5.

36 Plaintiff's Skeletal Submissions para 25.

37 Tan Ongg Seng, 10th Affidavit paras 36–37.

28 In respect of the committal proceedings, he argued that he had handed over all the materials in his possession to the plaintiff in August 2018, having gone to the plaintiff's solicitors' office thrice that month.[38] He rebutted the plaintiff's allegations that his delivery up and disclosure were "woefully inadequate and incomplete", adding that it was his practice to delete information which was no longer of any use to him. In his own words, he "cannot give what [he did] not have".[39]

Issues to be determined

29 The two issues before me were whether the first defendant had breached the Orders and, if so, what the appropriate sanction was.

My decision

Relevant legal principles

30 The law on contempt of court is well established. The court must be satisfied that the contemnor's conduct was intentional and that he "knew of all the facts which made such conduct a breach of the order" (*Mok Kah Hong v Zheng Zhuan Yeo* [2016] 3 SLR 1 ("*Mah Kah Hong*") at [86]). In short, the order must be wilfully or deliberately disobeyed (*Monex Group (Singapore) Pte Ltd v E-Clearing (Singapore) Pte Ltd* [2012] 4 SLR 1169 ("*Monex Group*") at [30]). In making this determination, Judith Prakash J, as she then was, adopted a two-step analysis in *Monex Group* (at [31]). The court first considers what the relevant order(s) required of the contemnor. It must then determine whether the contemnor fulfilled these requirements. In doing so, the court applies the criminal standard of proof of beyond reasonable doubt (s 28 of the

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38 Tan Ongg Seng, 10th Affidavit paras 32 and 45.

39 Tan Ongg Seng, 10th Affidavit para 32; Tan Leng Leng, 13th Affidavit, TLL-8.

Administration of Justice (Protection) Act 2016 (No 19 of 2016) ("AJA")). The evidential burden lies with the party commencing committal proceedings to demonstrate that there has been a failure to comply with a court order.

31 In his affidavit filed on 4 January 2019 ("the first defendant's 10th affidavit"), the first defendant challenged the substantive basis of the Orders. He asserted that the plaintiff's information was not confidential[40] and that he had never unlawfully accessed, downloaded or copied this information.[41] The first defendant's attempt to raise these arguments during the committal proceedings faced two obstacles.

32 Firstly, the first defendant is deemed to have admitted to all the facts and matters alleged in the ASOC, including Schedule A. Where judgment is granted under O 19 r 7 of the ROC, the facts in the statement of claim are "taken to be admitted by the defendant; and … no evidence can be admitted as to those facts" (*per* Bowen LJ in *Young v Thomas* [1892] 2 Ch 134 at 137). This conclusion can also be reached by an alternative route. Under O 18 r 13(1) of the ROC, any allegation of fact made by a party in his pleading is taken as admitted unless it is specifically traversed by the opposite party. Lim Teong Qwee JC observed in *Zulkifli Baharudin v Koh Lam Son* [1999] 2 SLR(R) 369 that a defendant who has not served a defence "cannot be in a better position than if he had served a defence and had not specifically traversed all allegations of fact" (at [17]). Therefore, the effect of judgment against the first defendant is that he is to be taken to have admitted to the facts alleged in the statement of claim. Accordingly, the first defendant could not now challenge the factual basis of the Orders as pleaded in the ASOC.

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40 Tan Ongg Seng, 10th Affidavit paras 36–37.

41 Tan Ongg Seng, 10th Affidavit para 34.

33 Secondly, if the first defendant intended to oppose the substance of the Orders, the appropriate legal process would have been for him to apply for them to be discharged, set aside or stayed (*OCM Opportunities Fund II, LP and others v Burhan Uray (alias Wong Ming Kiong) and others* [2005] 3 SLR(R) 60 ("*OCM Opportunities*") at [28]). In the face of a court order requiring compliance, the party in breach cannot be heard to question the correctness of the order. If such a party is allowed to do so, court orders will necessarily lose the authority that they are otherwise intended to wield in the administration of justice. Such a situation will be a recipe for anarchy and can have no place in our legal system.

34 Having withdrawn his Defence and not having challenged the Orders, it was not open to the first defendant to argue that the information was not confidential or that his use and disclosure were authorised. The relevant issue in this case is whether the first defendant has satisfied his obligations pursuant to the Orders. On the instant facts, the scope of the Orders is clear and uncontested.[42] The first defendant knew that he was given seven days from the date of the Judgment to do the following:

> (a) deliver up *all* of the plaintiff's confidential information and copyright works in his possession, power, custody or control; and
>
> (b) disclose *all* unauthorised usage and/or disclosure of the plaintiff's confidential information and copyright works as well as the identities of relevant third parties.

Having set out the legal position, I shall now consider whether the first defendant had complied with the Orders.

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42 Tan Ongg Seng, 10th Affidavit para 31.

The first defendant failed to comply with the delivery up order

35 It was apparent to me that the first defendant had failed to satisfy the requirements of the delivery up order. The correspondence between the plaintiff and the first defendant between July and August 2018 reveals the consistent deficiencies in his compliance which were not remedied.

36 Issues emerged from the outset after the first defendant handed over two CDs on 12 July 2018. He caveated this delivery, saying the CDs did not contain any email correspondence including emails between the first defendant and the third defendant.[43] Accordingly, the plaintiff's solicitors wrote to the first defendant on the same date to reiterate the need for full compliance with the Judgment.[44] The first defendant handed over a third CD on 13 July 2018, purporting to address these deficiencies.[45] However, in reviewing the CDs, the plaintiff found that the enclosed emails were in a portable document format, more commonly known as "PDF", and that the corresponding email attachments were therefore missing. On 16 July 2018, the plaintiff wrote to the first defendant to inform him of the same.[46] In its letter, the plaintiff also highlighted that there were emails, attachments and other relevant documents which were not included in the CDs. In particular, it observed that there were "no files pertaining to paragraphs 2(e), 5(a)-(c) and 8 of Schedule A of the ASOC". The relevant paragraphs referred to:

(a) the plaintiff's colour and quality control methodology document for the plaintiff's products;

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43 Tan Leng Leng, 13th Affidavit, para 20.

44 Tan Leng Leng, 13th Affidavit, TLL-2.

45 Tan Leng Leng, 13th Affidavit paras 20, 22.

46 Tan Leng Leng, 13th Affidavit, TLL-5 pp 56–58.

(b) the compilation of the declared unit prices of the plaintiff's products for Myanmar customs purposes;

(c) the compilation of pricing of the raw materials exported to the Myanmar companies;

(d) the compilation of the licensing requirements for raw materials for customs and import purposes; and

(e) documents received, sent, and/or created by the plaintiff's employees in connection with the sale and production of the plaintiff's products in Singapore and in Myanmar.

37 There was no attempt by the first defendant to substantively remedy this incomplete compliance. In an email to the plaintiff's solicitors dated 23 July 2018, the first defendant claimed that the inaccessible email attachments could be opened in a Google browser if the icons were clicked on.[47] The plaintiff reverted with a letter dated 3 August 2018 communicating that the emails were also password-protected and could not be accessed without an email identification and password.[48] It also reiterated that documents stated in Schedule A of the ASOC were missing from the CDs. The plaintiff was aware that these copies existed because they had been found, in the course of its forensic examination, in the Dropbox folder on the first defendant's computer. The significance of this will be discussed at [43] and [44]. In an annex to its letter, the plaintiff included a list of documents based on Schedule A of the ASOC which had not been provided by the first defendant. Besides the items listed at [36(a)] – [36(e)], other missing items included formulas and encoded formulas, technical data sheets, supplier quotations, price lists for the plaintiff's

47 Tan Leng Leng, 13th Affidavit, TLL-6 p 60.

48 Tan Leng Leng, 13th Affidavit, TLL-7 p 63.

products, Myanmar production monthly reports and stock transfer records and the plaintiff's employee information. The plaintiff's annex is set out as Annex 3 to this judgment.

38 At the plaintiff's suggestion,[49] the first defendant attended at the plaintiff's solicitors' office on 14, 15 and 16 August 2018.[50] During these meetings, it was conceded by the first defendant that certain email attachments were inaccessible purportedly because the underlying original emails had been deleted.[51] The first defendant handed over a fourth CD but this was not found to contain the missing correspondence and documents.[52] Nor did it assist the plaintiff in accessing the relevant attachments. Instead of substantively addressing the assertions of non-compliance in the plaintiff's letters, the first defendant sent an email on 16 August 2018 claiming, "I don't know is it right for me to reply you since my Official Assignee didn't grant me to defend". He requested that he check this point at the next PTC on 6 September 2018.[53] No such checks were made. In addition, the letter dated 31 August 2018 from the plaintiff's solicitors recorded the first defendant's claim of confidentiality as another reason for his failure to disclose and deliver up documentation after 30 September 2016.[54]

39 Further, the first defendant failed to produce any cogent evidence or an explanation as to why these items were missing. The parties' correspondence and details of the missing items were included in the plaintiff's supporting

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49 Tan Leng Leng, 13th Affidavit, TLL-9, p 70.

50 Tan Leng Leng, 13th Affidavit para 35.

51 Tan Leng Leng, 13th Affidavit, TLL-11, pp 86–87, para 2.

52 Tan Leng Leng, 13th Affidavit para 35.

53 Tan Leng Leng, 13th Affidavit, TLL-10, p 84.

54 Tan Leng Leng, 13th Affidavit, TLL-11, p 87

affidavit in its application for leave to commence committal proceedings. In response, the first defendant's 10th affidavit maintains that he handed over all relevant information by August 2018.[55]

40 I was satisfied beyond a reasonable doubt that the first defendant had deliberately retained documents containing the plaintiff's confidential information in his possession, power, custody and/or control which he failed to deliver up. His unsubstantiated claims that he fully complied with the delivery up order did not square with the objective evidence. I therefore found that the first defendant did not comply with the delivery up order.

The first defendant failed to comply with the disclosure order

41 On 13 July 2018, the first defendant wrote to the plaintiff's solicitors saying that he had not communicated and/or disseminated any confidential and copyrighted works to third parties.[56] Consequently, there was nothing he was required to disclose. This is obviously untrue. Having conducted a forensic examination of the first defendant's computer, the plaintiff possessed evidence that there were communications between the defendants that were subject to disclosure (see [12] above).[57]

42 The first defendant's explanation for this is that he had deleted these materials and communications as they were no longer useful to him.[58] These deletions occurred before the first defendant left the plaintiff's employ. In his Defence, the first defendant explained that in or around June 2016, he had attempted to transfer work documents to his Dropbox account for easy access

55 Tan Ongg Seng, 10th Affidavit para 30.

56 Tan Leng Leng, 13th Affidavit, TLL-4, p 51.

57 James Chang, Affidavit, CJT-2, p 18.

58 Tan Ongg Seng, 10th Affidavit paras 43–44.

and as backup copies. However, these attempts were unsuccessful as the storage size in the Dropbox account was limited and he deleted any partially uploaded files from the account.[59] It should be noted, however, unlike the allegation in the Defence, the first defendant did not in the first defendant's 10th affidavit claim that items were deleted from his Dropbox account. The plaintiff accepts that the first defendant did delete materials before he resigned.[60] However, what exactly the first defendant deleted is the subject of debate.

43 The plaintiff's position is that the first defendant did not delete the items in his personal Dropbox account and that these materials therefore remain subject to the Orders. Determining the plausibility of the first defendant's explanations necessitates an examination of how Dropbox operates. Dropbox is a file hosting service which offers cloud storage. Users create a Dropbox account by signing up online. Logging into the Dropbox website each time to upload and delete content from an account is cumbersome and, as a solution, users can download the Dropbox application to various devices (*ie*, computers, tablets and mobile phones). This allows them to conveniently access their account across multiple devices (Joe Kissell, *Take Control of Dropbox*, TidBITS Publishing Inc, 2nd Ed, 2016 ("*Take Control of Dropbox*") at p 12). When the Dropbox application is downloaded onto a computer, it creates a Dropbox folder which is usually stored in the computer's C-drive (*Take Control of Dropbox* at pp 14 and 16). As a default, this folder is automatically synced with the user's Dropbox account (*Take Control of Dropbox* at p 15). Therefore, provided that there is internet access, a file which is deleted from the user's Dropbox account will be automatically removed from the folder. Conversely, a user can upload materials to his account through the Dropbox folder. By placing

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59 Defence para 22.2(b).

60 ASOC para 39.

documents into the folder, these files are immediately uploaded to the online account.

44 When he uninstalled the Dropbox application in September 2016 (see [10] above), the Dropbox folder that had been created upon installation remained on the first defendant's computer. This is because Dropbox folders are not automatically removed when the application is deleted. Subsequently, the forensic examination revealed that this folder contained 3,052 files, namely, the plaintiff's confidential information. As discussed at [43], there is an automatic sync between a user's Dropbox account and the local Dropbox folder found on a computer. Applying this premise, the documents that were in the Dropbox folder on the first defendant's computer were a reflection of the documents that were in the first defendant's Dropbox account when he resigned. If the first defendant had really deleted all of the non-disclosed items from his Dropbox account during his employment, these materials would not have been recovered from the folder. There was no evidence to suggest that the automatic syncing between the first Defendant's Dropbox account and Dropbox folder had been manually overridden. In light of this, I determined that there were confidential documents which had not been deleted by the first defendant prior to his resignation.

45 The first defendant has claimed that he has no reason to and would gain no advantage in withholding any information from the plaintiff.[61] I do not accept this submission. It is clearly in the first defendant's interest to withhold materials subject to delivery up and disclosure. By refusing to fully comply with the Orders, the first defendant prevents the plaintiff from determining the true extent of its claims as well as the extent of its losses against the defendants.

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61 Tan Ongg Seng, 10th Affidavit para 43.

46 It is also important not to overlook the fact that the first defendant *admitted* to the misuse of the plaintiff's confidential information. In his Defence, it was conceded that he retained possession of the plaintiff's information to assist the second defendant in the production of the plaintiff's products.[62] As discussed at [32], the first defendant is also taken to have admitted to the facts in the ASOC, including the claim that confidential material was communicated to the second and third defendants.[63]

47 Further, in the first defendant's 10th affidavit, he asserted that any information which had been passed to the second defendant was done with the knowledge and consent of the plaintiff.[64] He therefore did not contest that there *was* disclosure of confidential information. The plaintiff, in its reply affidavit dated 21 January 2019, produced further evidence in support of this point. In a letter from his solicitors on 10 December 2018, the first defendant claimed that he had "stopped using any confidential information of the Plaintiff on or about November 2016".[65] The first defendant therefore confirmed that there had been disclosure of the plaintiff's information prior to November 2016. This directly contradicts his position adopted on 13 July 2018. More importantly, the first defendant has not disclosed what information was misused in the months prior to November 2016.

48 Having assessed the weight of the evidence, I therefore found that the first defendant had failed to satisfy the requirements of the disclosure order.

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62 Defence paras 19, 20.7(c) and 31.

63 ASOC paras 46–47.

64 Tan Ongg Seng, 10th Affidavit para 34.

65 Tan Leng Leng, 14th Affidavit, TLL-21.

Sentence

The law on sentencing

49 I turn now to my decision on sentencing. Section 12(1)(*a*) of the AJA provides that a person who commits contempt of court shall be liable to be punished with a fine not exceeding $100,000 or with imprisonment for a term not exceeding three years or with both.

General principles

50 I considered the sentencing guidance for civil contempt by disobedience provided by the Court of Appeal in *Mok Kah Hong* at [104]. The Court set out seven factors, citing the *dicta* of Lawrence Collins J in *Crystal Mews Ltd v Metterick* [2006] EWHC 3087 (Ch) at [13], providing a non-exhaustive framework to assist courts in arriving at the appropriate sentence. A court should consider:

(a) whether the claimant has been prejudiced by virtue of the contempt and whether the prejudice is capable of remedy;

(b) the extent to which the contemnor has acted under pressure;

(c) whether the breach of the order was deliberate or unintentional;

(d) the degree of culpability;

(e) whether the contemnor has been placed in breach of the order by reason of the conduct of others;

(f) whether the contemnor appreciates the seriousness of the deliberate breach; and

(g) whether the contemnor has co-operated.

The relevance and weight to be accorded to each of these factors would vary in each case. For instance, on the current facts, [50(b)] and [50(e)] would be inapplicable. The first defendant's breaches were not the result of third party intervention. There is also no evidence to suggest that he was under pressure not to comply with the Orders.

51 Besides laying down these considerations, the Court of Appeal in *Mok Kah Hong* also drew a distinction between the sentencing approach for one-off breaches and breaches which are of a continuing and/or repeated nature (at [103]). The one-off contemnor is no longer in a position to remedy the breach and so the primary sentencing principle is that of punishment (*Tay Kar Oon v Tahir* [2017] 2 SLR 342 ("*Tay Kar Oon*") at [56]). However, in respect of continuing breaches (*Mok Kah Hong* at [103]):

> … the objective of compelling the contemnor to effect compliance with the order is likely to be … given a significant degree of weight … the sentence imposed will include both *punitive* and *coercive* elements. … [emphasis in original]

52 This being a case where there was non-compliance over an extended period of time, I considered whether the first defendant's sentence should contain a coercive element. In *Mah Kah Hong* itself, the Court of Appeal suspended the sentence for four weeks to offer the contemnor a final chance to effect compliance (at [116]). The first defendant was given multiple opportunities over a period of several months to comply with the Orders. Notwithstanding evidence to the contrary, he maintained that he had delivered up and disclosed all relevant information to the plaintiff. It was apparent at the hearing that he had no intention of fully satisfying the Orders. Giving the first

defendant more time would have been a mug's game. I therefore determined that the sentence should be purely punitive.

53 Such a conclusion does not immediately translate to a custodial sentence. Committal to prison is normally a measure of last resort (*Lee Shieh-Peen Clement v Ho Chin Nguang* [2010] 4 SLR 801 at [49]). However, I was of the view that a fine would not sufficiently register the court's disapproval of the first defendant's conduct. The first defendant engaged in a cynical manipulation of the legal process. He declared himself a bankrupt. Instead of defending the action, he withdrew his Defence. In respect of the delivery up order, he put forward different reasons for his failure to fully comply before finally taking the position that all the documents had been delivered up. For the disclosure order, against the objective evidence, he claimed that he had made no disclosure. The first defendant's actions were calculated to frustrate the plaintiff's legitimate efforts in seeking compliance with the Orders. With this in mind, I examined earlier decisions where contemnors had received custodial sentences through the lens of the *Mok Kah Hong* factors.

The case law

54 The degree of prejudice caused to the plaintiff and whether this prejudice is remediable is a significant consideration. This can be seen in *In re Barrell Enterprises* [1973] 1 WLR 19 ("*re Barrell*"), a decision that was relied upon by the plaintiff. In *re Barrell*, the breach was the failure to deliver up valuable securities. The English Court of Appeal found that in weighing the seriousness of the act of disobedience, it was right to take into account the fact that the papers in question were of a value running into many thousands of pounds (at [27E]). Obviously the greater the value of the documents withheld, the higher the degree of prejudice to the party seeking compliance.

55 Another relevant consideration is the deliberateness of the breach. An individual who deliberately breaches court orders is treated more severely than the inadvertent wrongdoer. This is well illustrated by *OCM Opportunities*, a case which was also relied on by the plaintiff. The defendants in *OCM Opportunities* breached a Mareva injunction on multiple occasions. They *repeatedly* failed to disclose assets and did not attend court for cross-examination even after being given several opportunities to co-operate. In ordering an imprisonment term of six months for each contemnor, Belinda Ang Saw Ean J took cognisance of their deliberate disobedience of the orders which continued even after a permanent injunction was obtained. Similarly, in *Precious Wishes Ltd v Sinoble Mettaloy International (Pte) Ltd* [2000] SGHC 5, Judith Prakash J, as she then was, emphasised the contemnor's *deliberate* disregard for a Mareva injunction in determining the seriousness of his contempt (at [34]). In that case, the contemnor was the local resident director of the defendant company and had facilitated bank withdrawals from the company's account in breach of the injunction order. Significant non-remedial prejudice to the plaintiff was also caused as the contemnor was unable to subsequently recover the withdrawn funds to make restitution. He was sentenced to three months' imprisonment.

56 In *Global Distressed Alpha Fund I Ltd Partnership v PT Bakrie Investindo* [2013] SGHC 105 ("*Global Distressed Alpha*"), the contemnor breached examination of judgment debtor ("EJD") orders by failing to attend *nine* EJD hearings without valid reasons save on one occasion where the court's leave was obtained for an adjournment. Lai Siu Chiu J, as she then was, took this recalcitrance as an aggravating factor. She also found that his conduct displayed a conscious and deliberate decision not to comply with the order (at

[53]) and that there had been no intention on his part to mitigate his breaches (at [57]). She imposed a sentence of seven days' imprisonment.

57 The deliberateness of the breach also has an effect on the contemnor's degree of culpability, although it is not the sole determining factor. Culpability can also be assessed by looking at the frequency and duration of the breaches. In *Tay Yun Chwan Henry v Chan Siew Lee Jannie* [2018] SGHC 181 ("*Tay Yun Chwan*"), the defendant repeatedly breached a consent judgment which recorded a settlement between parties. She had been previously convicted and fined for similar acts. Hoo Sheau Peng J observed that the fine imposed in the previous set of committal proceedings had clearly failed to deter the defendant and there was a clear lack of remorse on her part (at [26]). The defendant's breaches were also of a continuing nature. Her first breach occurred barely a month after settlement was reached and continued even after committal proceedings were commenced (at [18]–[20]). In light of her recalcitrance and persistent breaches, Hoo J sentenced the defendant to two weeks' imprisonment.

58 Higher culpability is also found where a contemnor takes little to no steps to purge his contempt (see *OCM Opportunities* at [36]). In *PT Sandipala Arthaputra v STMicroelectronics Asia Pacific Pte Ltd and others* [2018] 4 SLR 828 ("*PT Sandipala*"), the second and third defendants failed to attend court for EJD hearings on three occasions and had belatedly answered EJD questionnaires on their assets and income. They were sentenced to seven days' imprisonment each. George Wei J was not satisfied that the pair had shown genuine remorse or had taken real and substantial steps to address their breaches (at [83]). Their answers to the EJD questionnaires were bare denials of assets and income with little information or details provided.

59 Another consideration is the ability of the contemnor to appreciate the seriousness of his breach. This is especially relevant in cases where lawyers have breached court orders. As officers of the court, there are serious consequences for practitioners who flout judicial authority. The plaintiff relied on the decision in *Lim Meng Chai v Heng Chok Keng and Another* [2001] SGHC 33 ("*Lim Meng Chai*") where a sentence of four months was meted out. There, a lawyer evaded the production of trial documents and stakeholding moneys which had been entrusted to him. Chan Seng Onn JC, as he then was, discussed the defendant's conduct in strong language, finding that he had relied on "lame excuses to ignore and flout the court orders" (at [106]) and had raised unmeritorious defences in the hope of delaying compliance. In the circumstances, a grave view had to be taken "of such utterly contemptuous and disgraceful conduct by an advocate and solicitor and an officer of the court" (at [106]). However, I was of the view that the facts in *Lim Meng Chai* were different from the conduct of the first defendant and the case was of limited persuasive authority.

60 Besides the nature and circumstances surrounding the breach of court orders, the courts also look at what a contemnor has done post-breach. For instance, a contemnor who commits a breach which he then seeks to rectify would be looked upon more favourably. It would also reflect a lower degree of culpability (see [57] above). The Court of Appeal in *Tay Kar Oon* considered that a fine was appropriate on the facts because while the contempt had been sustained, it had also been substantially purged (at [58]). The contemnor in that case was an art dealer who had failed to procure a sculpture as requested for by the respondent. The respondent commenced an action for the recovery of the sums paid for the sculpture. Parties entered into a settlement agreement which the contemnor then breached. She also breached an injunction order, failed to

attend an EJD hearing and failed to provide answers to the EJD questionnaire. During committal proceedings, the contemnor admitted liability for her acts of contempt. She completed the EJD questionnaire and disclosed missing bank statements and relevant correspondence. She also gave an undertaking to cooperate with the respondent and the respondent's counsel. On the basis of this cooperation, the respondent was willing to withdraw committal proceedings against her (at [57] and [58]). Taking these developments collectively, a fine was sufficient punishment.

The appropriate sentence

61 The plaintiff's counsel, Ms Leong Yi-Ming, sought a custodial sentence of no less than five months, arguing that the first defendant's conduct had been deliberate and contumelious. In response, Mr Joethy submitted that this was too long a duration and that seven days would be more appropriate.

62 At first blush, the first defendant's behaviour exhibited several of the aggravating factors highlighted in the case law. His failure to comply with the Orders was deliberate and persisted over the course of several months. His explanations for such non-compliance were unconvincing. Further, he would have appreciated the seriousness of his conduct and the impact it would have had on the plaintiff's business, having worked for the plaintiff for many years. However, there are two important considerations which mitigate his conduct.

63 The first is that the first defendant took steps to comply with the Orders. He did, in the months preceding the committal proceedings, offer up some of the relevant materials via the CDs. This degree of cooperation stands in contrast with the contemnors in *OCM Opportunities* and *Lim Meng Chai* who

demonstrated total non-compliance with the Orders against them. I took this as a mitigating factor in the first defendant's favour.

64 The second point relates to the degree of prejudice suffered by the plaintiff. The materials that were obtained and disseminated by the first defendant were of a high value; they were the plaintiff's confidential information. Non-compliance by the first defendant was detrimental to the plaintiff's business as its product formula files, raw material lists etc could be shared with market competitors. In this sense, the plaintiff's position was analogous to the facts in *re Barrell*. However, unlike *re Barrell*, the plaintiff was in a better position to alleviate the harm it had sustained. Having conducted the forensic examination and being in possession of the first defendant's Dropbox folder, the plaintiff was aware of *some* of the materials which had not been delivered up and disclosed by the first defendant. It could, at least to some extent, determine what information may have been compromised and take necessary measures. It is also likely that this knowledge may assist the plaintiff in establishing its losses against the defendants.

65 There are two other points which make *re Barrell* a less useful precedent for sentencing in Singapore.

66 First, the Court of Appeal in *Mok Kah Hong* made the following observations at [105]:

> … [W]e believe it is useful to refer to foreign cases not so much for benchmark sentences, but rather to discern the common factors that courts usually take into consideration in deciding the appropriate sentence to impose in each individual case.

Although the Court of Appeal was referring to foreign cases dealing with contempt in matrimonial proceedings, there is no reason why such guidance

does not apply more generally. Singapore has its own body of jurisprudence on the law of contempt. *re Barrell* can offer guidance on relevant sentencing factors but it should not be taken as authority for the actual sentence of six months.

67 Second, the rather convoluted facts of *re Barrell* also do not lend themselves to general application. For failing to deliver up the valuable securities, Pennycuick V.C made an order for the appellant's committal. The order was stayed pending an appeal. The Court of Appeal dismissed the appeal and the appellant went to prison. Subsequently, the appellant applied for a new trial of the committal proceedings on the basis of fresh evidence and an order for her release from custody. Brightman J refused to set aside the committal order. He also refused to release the appellant. By the time the appeal against the orders of Brightman J came before the Court of Appeal, the appellant had been in prison for six months. It was in the context of the second appeal that the Court of Appeal stated that it did not agree with the opinion of Pennycuick V.C that a month's imprisonment was adequate punishment. The Court also stated that it did not consider that Brightman J was wrong in declining to order the release of the appellant (at [28C]). It considered that six months was "by no means excessive" but was "sufficient" (at [27E]). In as much as the clock could not be wound back to impose a sentence of between one and six months, I would prefer to confine the sentence in *re Barrell* to its unique facts.

68 Ultimately, sentencing remains a fact-sensitive exercise with the court's discretion being guided by certain established considerations. I was not persuaded that the first defendant's conduct necessitated a *lengthy* custodial sentence. Considering the confidential nature of the information involved, I found the first defendant's behaviour to be of more gravity than the conduct of the contemnors in *Global Distressed Alpha* and *PT Sandipala*. I therefore

determined that in this case, a sentence of 14 days' imprisonment would be appropriate.

Conclusion

69 For the reasons above, I found the first defendant to be guilty of contempt of court and imposed a sentence of 14 days' imprisonment. I ordered costs to be paid by the first defendant to the plaintiff from the OA's security deposit, fixed at $10,000, inclusive of disbursements.

Dedar Singh Gill
Judicial Commissioner

Aaron Lee Teck Chye, Leong Yi-Ming and Marc Wenjie Malone
(Allen & Gledhill LLP) for the plaintiff;
Jeeva Arul Joethy (Regent Law LLC) for the first defendant.

Annex 1: Schedule A of the ASOC

Schedule A

(1) The Plaintiff's formula-related documentation:

a. The Plaintiff's Formula Spreadsheets (which contained the Plaintiff's Formulas);

b. The Plaintiff's Formulas;

c. The Plaintiff's Encoded Formulas;

d. The Plaintiff's new Polyurethane formula that was undergoing testing;

e. The Plaintiff's list of formulas and product codes, including those as set out in Schedule A to HC/ORC 8171/2016;

f. The Plaintiff's lists of encoded raw materials used in the Plaintiff's Encoded Formulas ("**Raw Materials Code Lists**"), including those as set out in Schedule A to HC/ORC 8171/2016;

g. Master formulation file;

(2) The Plaintiff's technical documentation for each of the Plaintiff's Formulas and Plaintiff's Products, based on the formulation and raw materials used:

a. The Plaintiff's Material Safety Data sheets ("**MSDS**");

b. The Plaintiff's Globally Harmonised System of Classification and Labelling of Chemicals ("**GHS**") documents and labels;

c. The Plaintiff's Technical Data Sheets ("**TDS**");

d. The Plaintiff's Certificate of Analysis ("**COA**") documents of the Plaintiff's Products;

e. The Plaintiff's colour and quality control methodology document for the Plaintiff's Products;

(3) The Plaintiff's documentation related to the supply of raw materials:

a. The Plaintiff's lists of pricings for raw materials purchased from its suppliers used in all of the Plaintiff's Products

("**Suppliers' Price Lists**"), including those as set out in Schedule B to HC/ORC 8171/2016;

b. The Plaintiff's suppliers quotations for different types of solvent;

c. The Plaintiff's suppliers MSDS, COA and TDS documents for the raw materials purchased by the Plaintiff;

(4) The Plaintiff's documentation related to the marketing, sales and accounts of the Plaintiff's Products locally and regionally, including:

a. The Plaintiff's softcopy artwork and design for the catalogue of the Plaintiff's Products;

b. The Plaintiff's quotations to its customers in all of the Plaintiff's Products sold locally and regionally;

c. The Plaintiff's price lists for all of the Plaintiff's Products sold locally and regionally to its distributors;

d. The Plaintiff's intermediate product pigment colour chart;

e. The Plaintiff's compilation of the 2nd Defendant's profit margin based on the selling price and production and/or purchasing costs of the Plaintiff's products sold to the Myanmar Companies;

f. The Plaintiff's compilation of the 2nd Defendant's production costs and price of purchasing products from the Plaintiff for sale in Myanmar;

g. The Plaintiff's local and regional production and sales reports;

(5) The Plaintiff's documentation related to the export of the Plaintiff's Products, including:

a. The compilation of the declared unit prices of the Plaintiff's Products for Myanmar customs purposes;

b. The compilation of pricing of the raw materials exported to the Myanmar Companies;

c. The compilation of the licensing requirements for raw materials for customs and import purposes;

d. The Plaintiff's container shipment details for the Plaintiff's Products and raw materials;

(6) The Plaintiff's ISO 9000 documentation and certification;

(7) The Plaintiff's employee information; and

(8) Any and all documents received, sent, and/or created by the Plaintiff's employees in connection with the sale and production of the Plaintiff's Products in Singapore and in Myanmar.

Annex 2: Schedule 1 of the Judgment

Schedule 1

A. Unless otherwise stated, definitions used in the Plaintiff's Statement of Claim (Amendment No.1) dated 12 February 2018 ("**ASOC**") are adopted.

B. All references to the "*Plaintiff's Confidential Information*" and "*Copyright Works*" herein refers to all or any part of the same.

C. All references to the "*unauthorised use*" of the Plaintiff's Confidential Information and/or Copyright Works herein refers to access, use, reproduction, adaptation, modification, disclosure, distribution of the Plaintiff's Confidential Information and/or Copyright Works.

D. All references to "*documents*" refers to hard copy documents, electronic documents (whether electronically stored or prepared).

E. All references to "*correspondence*" refers to:

   i. hard copy correspondence including letters, facsimiles, instructions sent or received by the 1st Defendant; and

   ii. correspondence in digital form including emails, letters, facsimiles, phone messages (in text, SMS, and phone messaging applications) sent or received by the 1st Defendant.

1. All copies of the Plaintiff's Confidential Information and/or Copyright Works located in:

   a. Correspondence sent to and received by email addresses used by the 1st Defendant including but not limited to:

      i. onggseng@gmail.com;

      ii. starlitsg@gmail.com.

   b. The 1st Defendant's personal electronic laptop(s) and folders therein;

c. The 1st Defendant's computer system located at 126A Edgedale Plains, #03-334, Singapore 821126;

d. The 1st Defendant's personal Dropbox cloud storage folder;

e. The 1st Defendant's personal OneDrive cloud storage folder;

f. SanDisk Ultra USB 3.0 USB Device (Serial No: 4C530146271115102493);

g. Trek ThumbDrive USB Device (Serial No: 001CC07CE642F050616C3F6A);

h. TOSHIBA TransMemory USB Device (Serial No: 822BB6B05E32CD40423D4398);

i. The 1st Defendant's mobile phones(s);

j. Any other devices in the 1st Defendant's possession, power and/or control; and

k. hardcopy documents and correspondence in the 1st Defendant's possession, power and/or control.

Annex 3: Annex of letter to the first defendant dated 3 August 2018

Annex: Incomplete disclosure based on Schedule A of the ASOC

1. Paragraph 1(a)

    a. Screenshot of Urethane Oil Super Gloss Finish 175 (worksheet Batch No. 1504102) from your phone.

    b. Screenshot of Alkyd Gloss White 9001 (worksheet dd 15/6/15) from your phone.

2. Paragraphs 1(b) and 1(c)

    a. There were more Formulas and Encoded Formulas (and copies thereof) found in the Unauthorised Dropbox Account than those that have been delivered up. For example, No. 27 Etching (Myanmar) Formulas, No. 33 Water Base filler Formulas, No. 40 Patina Formulas which were found in the "Formula (Mynamar)" folder in the Unauthorised Dropbox Account have not been delivered up.

3. Paragraph 1(d):

    a. The Plaintiff's new Polyurethane formula.

4. Paragraph 2(c):

    a. There are clearly multiple versions of the Plaintiff's Technical Data Sheets in your possession. The document found in the Unauthorised Dropbox Account had the Plaintiff's letterhead on the document. The document which you had disclosed does not have the Plaintiff's letterhead. You are required to deliver up all versions of the Plaintiff's Confidential Information.

5. Paragraph 2(e):

    a. The Plaintiff's adjustment table and Colour & QC (quality control) checking methods documents.

6. Paragraph 3(b)

    a. You have only delivered up the supplier monthly quotations (for different types of solvents) that were given to the Plaintiff for September 2016. This is inaccurate as our client is aware that there are more monthly quotations, and from the same suppliers, before September 2016.

7. Paragraph 3(c)

    a. You have not delivered up all the documents for the raw materials purchased by the Plaintiff. This includes pictures of documents.

8. Paragraph 4(c)

    a. You have not delivered up all the price lists for the Plaintiff's Products. There were more documents found in the Unauthorised Dropbox Account, including the Myanmar price lists for 2014 and 2015 for pricing of the Plaintiff's Products sold to BHI, the 2nd Defendant.

9. Paragraph 4(g)

    a. You have not delivered up all Myanmar production monthly reports and stock transfer records. There were documents found in the Unauthorised Dropbox Account, and such records would have started from June 2013.

10. Paragraphs 5(a)

    a. The entire category of documents has not been delivered up, although some materials were found in the Unauthorised Dropbox Account.

11. Paragraph 5(c)

    a. You have not delivered up all the licensing requirements for raw materials for customs and import purposes. There were more documents found in the Unauthorised Dropbox Account.

12. Paragraph 7

    a. The Plaintiff's employee information (passport and/or NRIC) of Mr Dennis Tan, Mr Tan Tiow Lin, and Mr Asaithambi has not been delivered up.

13. Paragraph 8

    a. There were more documents found in the Unauthorised Dropbox Account which have not been delivered up.