

WRITTEN ADVOCACY

LECTURE 4 – DRAFTING PLEADINGS AND SUBMISSIONS¹

A. INTRODUCTION & CONTEXT

1. The pleadings are the starting point of any matter which contain disputes of fact that the Court is called upon to adjudicate. It is virtually impossible to conduct a case properly (and the trial itself) without a full appreciation of the pleaded position of the respective parties. Indeed, if the pleadings are what kicks things off, then it could be said that the post-trial closing submissions are what bring matters to a close.
2. Pleadings when properly drafted help focus the parties and the Court on the issues of fact and law that can arise in a dispute.² In other words, “[t]he key purpose of pleadings is to set the parameters of the issues that lie for the court’s determination.”³
3. On the other hand, the submissions are what the Court reviews and considers when coming to a decision. For example, after the trial is completed, parties will submit their closing written submissions⁴ with a view to summing up their case, advancing the strengths of their position while addressing or neutralising the other side’s position. The underlying purpose is to persuade the Court to decide the issues in that party’s favour.

B. PLEADINGS

4. The procedural rules in relation to pleadings are found at Order 6, Division 2. Order 6, Rule 5 to Rule 10 may be relevant and should be considered.

¹ By Darrell Low Kim Boon, Advocate & Solicitor Supreme Court of Singapore, Solicitor of England & Wales, LL.B (Hons) National University of Singapore.

² Pleadings arise from matters that are commenced by way of an Originating Claim.

³ *Tarun Hotchand Chainani v Avinderpal Singh s/o Ranjit Singh & Ors* [2023] SGHCR 5 at [31].

⁴ The Court may order reply submissions to clarify things and give the parties an opportunity to respond to the other side’s submissions.

5. Material facts and not evidence are to be pleaded. Evidence should only be contained in the affidavits or affidavits of evidence-in-chief.
6. Pleadings assist the parties in clarifying their respective positions so that a party would be able to properly prepare for trial. At the same time, pleadings also tie a party down to a particular position so that the opponent will not be taken by surprise in relation to matters not contained in the pleadings. Where there is agreement between the parties in the pleadings (eg. the Defendant admits to a particular fact),⁵ the Court can instead focus its mind on the matters in dispute.
7. Under the Rules of Court 2021, the usual pleadings are the Statement of Claim and Defence. The relevant procedural rules in relation to the filing of pleadings beyond the defence or defence to counterclaim are found at Order 9, Rule 15. It must be demonstrated to the Court that the filing a reply is necessary – to advance your case or refute your opponent’s case.
8. Clarity and brevity in pleadings will be of great assistance to the Court. Pleadings that are inadequate or incomplete (eg. where one of the key elements of a particular cause of action are missing) is liable to be struck out.⁶ However, this could potentially be salvaged by way of amendments.⁷ Amendments may be usefully deployed to correct errors or add further material facts in support of a party’s case.⁸
9. Perhaps another way of understanding what pleadings should be is to appreciate what pleadings are not (or should avoid). In *Wong Leng Si Rachel v Wu Su Han Olivia* [2022] SGHC 151, Justice Choo Han Teck made the following observations.

3 It is not for me to decide on the merits of the action since this is only an appeal against the order for specific discovery against the plaintiff, an order made by the court below, and is now the subject of the appeal before me. But it is essential that the narrative is understood before the merits of this appeal can be determined. That, is the first challenge — the narrative is not clear. By a combination of Instagram-speak and

⁵ The where there is an admission the fact becomes an agreed fact which the Court need not making a finding on.

⁶ See Order 9 Rule 16, Rules of Court 2021.

⁷ See Order 9 Rule 14, Rules of Court 2021. One should not rely on this as a fallback position and it is preferable to getting it right at the first time of asking.

⁸ However, the general rule is that the party making the amendments will have to bear the costs.

the utter failure of counsel to translate that into English, the Statement of Claim is filled with chaff.

4 By way of an example, the defendant was alleged to have stated:

Let's all do what we can to encourage @rachelwongggg to get help if needed — unfollow and unlike to help her understand that some lines should not be crossed. Stay in your lane and fix your car first.

Another of her statements was reproduced in the Statement of Claim, with emphasis in bold and underline, by the plaintiff's counsel. It is hard to tell whether the emphasis represented counsel's excitement or outrage, but such emphasis is not necessary in pleadings. That paragraph was pleaded as follows:

OH PAISEH, #BEDOKOLIVIA GOT IT WRONG FELLA @AWANSAUCE HERE'S AN EMCEE. LAGI WORSE. YOU SHOULD ENGAGE @DEEPSEAN OR LITFAM @GOBEWL @BENJAMINMAH OR ME INSTEAD. AND YEA, FELLA REALLY SEIZE ALL THE MOMENTS...**W HIS GENITALS** HAHAH BRO CAN TEACH????????? **@MEDIACORP YALL GOT CHARACTER CHECKS ONE OR NOT UH?** (emphasis added in bold and underline) (sic).

....

8 Contrary to the rules of pleadings, Mr Quek exhibited photocopies of text messages depicting lurid details from a person referred to as "Han" and "Chen" interchangeably by counsel, but it appears that this person's proper name is Chen Xuan Han. The messages do not show who the recipient was. Similarly, counsel appended a copy of what appears to be a journal entry that counsel says was from the plaintiff's diary, professing her love for Alan Wan. A copy of a photograph was also attached, claiming to be that of the plaintiff lying on a man's chest. The defendant claims that it was a photo of the plaintiff and Alan Wan. These exhibits should not be in the Defence, but they were also attached in the defendant's affidavit in support of her application for specific discovery, which is where such evidential material belongs.

10. At the same time, one must always refer to and be mindful of what is contained in the relevant practice directions. For example, at paragraph 61 of the Supreme Court Practice Directions 2021, it is mentioned as follows.

61. Pleadings

(1) The attention of advocates and solicitors is drawn to the pleading requirements laid down by the Court of Appeal in the case of *Sembcorp Marine Ltd v PPL Holdings Pte Ltd and another and another appeal* [2013] 4 SLR 193 for disputes involving a contextual approach to the construction of a contract.

(2) In particular, the Court of Appeal made the following observations at [73] of the judgment:

- (a) parties who contend that the factual matrix is relevant to the construction of the contract must plead with specificity each fact of the factual matrix that they wish to rely on in support of their construction of the contract;
- (b) the factual circumstances in which the facts in sub-paragraph (2)(a) were known to both or all the relevant parties must also be pleaded with sufficient particularity;
- (c) parties should in their pleadings specify the effect which such facts will have on their contended construction; and
- (d) the obligation of the parties to disclose evidence would be limited by the extent to which the evidence is relevant to the facts pleaded in sub-paragraph (2)(a) and (b).

11. One way to pick up and learn how to draft pleadings is to review and consider precedents.⁹ These include (a) *Bullen & Leake & Jacob's Singapore Precedents of Pleadings* and (b) *Singapore Precedent of Pleadings*.

C. WRITTEN SUBMISSIONS

12. Submissions sets out the reasoning and arguments which are designed to persuade the Court on why a party's position should be adopted and agreed with. Should the submissions be accepted by the Court, then the outcome will be reflected in the judgment / order that is made.

13. In a recent decision of the High Court in *Newton, David Christopher v Public Prosecutor* [2024] 3 SLR 1370, Chief Justice Menon made the following observations.¹⁰

By definition, a party's submissions will reflect its *advocacy* for a particular viewpoint. A *judgment* on the other hand, is an expression of a considered resolution of the controversy at hand.
(emphasis in original)

⁹ Precedents should be seen as a starting point and a useful guide. However, it must always be remembered that each case has its own unique facts and circumstances which must be properly weaved into the pleading in question.

¹⁰ At paragraph 40(d)(ii).

14. Written submissions come in all shapes and sizes. For example, if the matter were an Originating Application, the written submissions are confined to a limit of 35 pages except in a special case.¹¹ If the matter was an application for permission to appeal, the written submissions are confined to a limit of 15 pages (as a default).¹² That said, even interlocutory applications – eg. for summary judgment or striking out pleadings would usually require written submissions to be filed.
15. It seems clear that in line with the *Ideals* of the Rules of Court 2021, it is wholly consistent that any written submissions must be clear and succinct. Conversely, prolix and meandering submissions should be avoided since that hinders and negates effective advocacy.
16. Further, written submissions can help inform the Court of the party's position ahead of time and could helpfully reduce the time spent at the oral hearing.
17. It also bears noting the following commonsense prohibitions in relation to submissions that are spelled out in the *Legal Profession (Professional Conduct) Rules 2015*.

Conduct of proceedings

9.—

.... .

(2) When conducting any proceedings before a court or tribunal on behalf of a client, a legal practitioner must not do any of the following:

.... .

(b) fabricate any fact or evidence in any communication with, or representation or submission to, the court or tribunal;

.... .

(f) knowingly or recklessly cite the law out of context, interpret the law in a manner calculated to mislead the court or tribunal, or otherwise advance any submission, opinion or proposition which the legal practitioner knows or ought reasonably to know is contrary to the law;

¹¹ See Order 9, Rule 25(14) of the Rules of Court 2021.

¹² See Order 18, Rule 29 of the Rules of Court 2021.

18. That said, submissions provide counsel with room to inject their own style and approach to things. Let's explore 2 possible ways of the introductory paragraph for written submissions in the context of a claim for misrepresentation that is being advanced on behalf of the Claimant.

(a) Example 1:

Some prefer to start strong.

The Defendant's misleading statements resulted in a loss of half a million dollars, which is wholly unacceptable and just wrong. That is why this Court should not hesitate to grant the reliefs prayed for in the Statement of Claim. However, it must not be forgotten that the Defendant in the course of the trial also sought to mislead the Court in how he sought to bend and stretch his evidence to fit his story.

(b) Example 2:

Others could instead choose to be plain and clear.

As a result of the Defendant's misrepresentation, the evidence at trial has shown that the Claimant has suffered considerable loss and damage amounting to \$500,000.00. This Claimant has brought these proceedings to seek compensatory relief in the form of an award of damages with costs.

19. There are many ways in which you can seek to express yourself while advancing your client's position in the written submissions. However, do not get carried away with flowery expressions or verbose language. Oftentimes, keeping it simple may get you further.

20. In the next sections, we will undertake the following exercises:

(a) drafting of a Defence to a Statement of Claim; and

(b) drafting of submissions for an interlocutory application.

D. DRAFTING A DEFENCE

21. You are a second-year associate in Lawst All Hope LLP. The firm's client XYZ Contractors Pte Ltd ("XYZ") is the Defendant in proceedings before the High Court which was commenced by ABC Interior Design Pte Ltd ("ABC"). XYZ was served with the Originating Claim (and Statement of Claim) on 4 September 2024. Today's date is 10 September 2024, your partner has asked that you prepare the draft Defence for her review as it is due to be filed and served on 25 September 2024. You have had sight of ABC's Statement of Claim (see Annex 1) and went through the same in some detail with the client at the meeting last week.¹³ Your attendance note from the said meeting has been saved on the firm's shared drive and has been printed out (see Annex 2).
22. Do take note of Order 6, Rule 7(3) which provides that the Defence must be in accordance with Form 13 – see Supreme Court Practice Directions 2021.¹⁴

E. DRAFTING SUBMISSIONS

23. You are a third-year associate with Sure Win LLC. DEF Investments Sdn Bhd ("DEF") is the Claimant and has commenced proceedings before the Singapore High Court for breach of a joint venture agreement ("JVA"). Your firm's client is the Defendant – GHI Holdings Pte Ltd ("GHI"). Your firm has duly filed the Defence to challenge the jurisdiction of the Court. You reviewed the file and documents with the associate director and both agreed to file an application under Order 9, Rule 7(2) of the Rules of Court 2021 in light of the arbitration clause in the JVA.
 - (a) Assume that the application under Order 9, Rule 7(2) has been prepared.
 - (b) The supporting affidavit filed by GHI (through its Operations Director Ms. Annie How Du Tings) as required under Order 9, Rule 7(2)(a) was duly filed (see Annex 3).

¹³ Being the diligent and careful lawyer that you are, the Notice of Intention to Contest was filed that same afternoon.

¹⁴ See <https://epd2021-supremecourt.judiciary.gov.sg/appendices> (last accessed on 22 September 2023).

- (c) DEF's reply affidavit that was filed was only 3 pages long (without any exhibits). The material points raised by DEF (through one Mr. Dun Noe Wat who is their Operations Manager) are as follows.
- (i) DEF has no quarrel with the version of the JVA that is annexed to Ms. How's affidavit. DEF does not dispute the wording / text of the arbitration clause is what is contained in the JVA.
- (ii) DEF being a foreign Claimant has and continues to have full confidence in the Singapore judiciary and the judicial system.
- (iii) DEF had never been involved in any arbitration proceedings before and is extremely concerned about the same. The arbitration clause was something that GHI had insisted on to which DEF had reluctantly given in to. At the time the contract was being negotiated, GHI's in-house legal counsel had strongly insisted on the arbitration clause being included and alluded to its exclusion as being a potential deal-breaker.
- (iv) DEF was under the impression that the arbitration clause was an optional route for dispute resolution. In other words, DEF was of the view that it had the right to turn to the Singapore Courts notwithstanding the presence of the arbitration clause.
24. In preparing these written submissions, please consider taking a look at Order 6, Rules 7(4), (5) & (6) of the Rules of Court 2021. At the same time, consider whether it is the Arbitration Act or the International Arbitration Act that is applicable, and in turn the related cases for stay of proceedings in favour of arbitration.

25. While there is no minimum page count or a page limit, you are encouraged to work on these submissions with a view to cogently arguing your position with a view to being succinct and clear.

F. CONCLUSION

26. As with all things in practice, the more you practice and get familiar with pleadings and submissions, the more adept you will be. It is hoped that the above exercises prove useful in giving you a preview of what is likely to be expected in practice. Thank you.

10 July 2024

ANNEX 1
ORIGINATING CLAIM & STATEMENT OF CLAIM

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

Case No.: HC/OC 3333/2024
Filed: 2-September-2024 10:50
AM
Hearing Date: 11-October-2024
Hearing Time: 9:00AM
Hearing Type: Case Conference
(OC)
Attend Before: Registrar

Between
ABC INTERIOR DESIGN PTE LTD
(Singapore UEN No. 111000222A)
... Claimant(s)

And
XYZ CONTRACTORS PTE LTD
(Singapore UEN No. 555000777D)
... Defendant(s)

[SEAL OF COURT]

To:

The Defendant XYZ CONTRACTORS PTE LTD of 1 East Bridges Lane, #10-10, Curve Ball Centre, Singapore 654456

1. The Claimant of 55 Longkang Crescent, Singapore 778899 has commenced an action against you in the General Division of the High Court of Singapore.
2. The claim(s) by the Claimant is set out in the statement of claim attached.
3. You may do the following:
 - (a) offer to settle the claim(s) or negotiate with the Claimant; and
 - (b) in any event, if you believe you have a defence, you must:
 - (i) consult a lawyer unless you want to act in person;
 - (ii) file and serve a notice of intention to contest or not contest the originating claim that is attached to this document within 14 days after being served the statement of claim;
 - (iii) file a defence within 21 days after being served the statement of claim.
4. If you do not file your notice within the time stated in paragraph 3, the Court may give judgment to the Claimant.
5. If your defence is not filed within the time stated in paragraph 3, the Court may give judgment to the Claimant.

6. Parties are to attend a case conference to take directions from the Court on the date and time shown above.

Issued by :

Solicitor(s) for the Claimant(s)
Whack First Legal LLC
4 Hantam Road #05-05, Hammer Towers, Singapore 999000
Email: whackfirst@wfllc.com.sg
File Ref No: TT/2024-44-XXX
Solicitor in charge: Aamoss Tay Lim Tee

[Signed]

REGISTRAR
SUPREME COURT
SINGAPORE

Notes:

1. This originating claim must be served within 3 months after the date of issue, unless renewed by order of the Court. A notice of intention to contest or not contest an originating claim in Form 10 is to be attached to this originating claim when it is served.
2. Where the claimant sues or a defendant is sued in a representative capacity, the originating claim must be endorsed with a statement of the capacity in which the claimant sues or a defendant is sued, as the case may be.
3. If a statement of claim is not attached, to set out a concise statement of the nature of the claim made or the relief or remedy required.

STATEMENT OF CLAIM

Parties

1. The Claimant is a company incorporated under the laws of Singapore and is in the business of providing interior design and such related services.
2. The Defendant is a company incorporated under the laws of Singapore and is in the business of providing renovation related services.
3. The Defendant was at all material times a sub-contractor of the Claimant.

Oral Agreement For Commissions

4. By way of an oral agreement made on 14 February 2024, it was agreed by the Defendant that in relation to any and all renovation projects that were referred by the Claimant, there would be a 10% commission on the contract sum (less taxes) that would be payable to the Claimant (**“Oral Agreement”**).
5. As part of the Oral Agreement, the Defendant agreed that if any sums are due and owing for more than 7 days, interest at the rate of 9% per annum would be applicable.
6. Between March 2024 to July 2024, there were 9 renovation projects that were referred to the Defendant by the Claimant.

Particulars

S/No	Date	Project Name & Contract Sum (before taxes)	Commission (\$\$)
(a)	15 Mar 2024	51 Alpha Bravo Lane: S\$500,000.00	\$50,000.00
(b)	29 Mar 2024	7A Long Island Crescent: S\$300,000.00	\$30,000.00
(c)	3 Apr 2024	11C Watermelon Road: S\$450,000.00	\$45,000.00
(d)	19 Apr 2024	57 Purple Flower Road: S\$190,000.00	\$19,000.00
(e)	5 May 2024	96 Echo Foxtrot Lane: S\$120,000.00	\$12,000.00
(f)	20 May 2024	123 Waterfalls Road: \$250,000.00	\$25,000.00
(g)	2 Jun 2024	654 White Flower Lane: \$270,000.00	\$27,000.00
(i)	13 Jul 2024	33 Orange Peel Lane: \$380,000.00	\$38,000.00
(j)	24 Jul 2024	134 Compliant Walk: \$340,000.00	\$34,000.00

The total commissions payable pursuant to the Oral Agreement amounts to \$280,000.00.

Breach Of The Oral Agreement

7. Despite numerous requests for payment by way of telephone and WhatsApp calls between March to August 2024, the Defendant has failed, refused and/or neglected to make payment of the said sum of \$280,000.00.

8. The Claimant did not seek to enforce its right to seek interest on the unpaid sums at the time when it was chasing for payment. At the time, there was a wish to see if the relationship with the Defendant could be salvaged if payment was forthcoming. However, the Claimant will be seeking interest as provided for under the Oral Agreement.

9. In the circumstances, the Defendant is in breach of the Oral Agreement.
10. By reason of the said breach, the Claimant has suffered loss and damage amounting to \$280,000.00 with accrued interest.

AND THE CLAIMANT CLAIMS:

- (1) the sum of \$280,000.00 or such other sum as this Honourable Court deems fit;
- (2) alternatively, for damages to be assessed;
- (3) interest;
- (4) costs; and
- (5) such further or other relief as this Honourable Court deems fit.

Dated this 2nd day of September 2024

Certification by Claimant and Solicitor

I, [Claimant], certify that all the statements made above are true to the best of my knowledge and belief.

I, [Name of Solicitor] certified that I have informed the claimant of its obligation above.

[signed]

[Claimant]

[signed]

[Solicitor for the Claimant]

ANNEX 2
ATTENDANCE NOTE FROM MEETING WITH CLIENT'S REPRESENTATIVE

- Meeting on 6 September 2024 at 10:09 am to discuss the Statement of Claim (“SOC”)
 - In Attendance: Client’s managing director Mr. Su Per On and his assistant Ms. Kay Poh.
 - Location: Office – Meeting Room B
1. Explained to Client how we will review the SOC and seek to take instructions for the drafting of the Defence.
 2. Client is very unhappy that ABC has started the claim. Client says that the entire SOC is filled with lies and is untrue.
 3. Client explains that the relationship with ABC started only because ABC’s sole director (Mr. Du Na Ting) reached out to client to explore a commercial relationship. ABC being an interior design company was content on focusing on its core business and did not wish to venture into the renovation business. ABC was happy to refer its customers to the Client with a referral commission of 10% to be paid. However, the referral commission was subject to a cap of \$30,000.00 for any given referral.
 4. Client also explains that Mr. Du was said to be desperate for ways to make some more money as the cashflow situation for ABC has been very slow since Q4 2023 and thing did not improve in Q1 2024.
 5. No issues with paras. 1 and 2 SOC, introductory / background matters can agree.
 6. Para. 3 SOC cannot agree. Client insists that it was not a sub-contractor of ABC. Client was ABC’s renovation partner. There was no main-contractor and sub-contractor relationship. It was possible for client to reject or turndown work referred to by ABC. For example, if the client was engaged in its own projects and did not have the requisite manpower, the client would not over-commit itself.

7. Para. 4 SOC can agree but this is incomplete. Unfortunately, it was verbal / oral. Nothing in documents, text messages, WhatsApp or email recording this understanding.
[*Mr. On spent around 15 minutes looking through emails and checking his iPhone 15 to be sure* – he made mention that he is unlikely to upgrade to the new iPhone but might do so if there is a good deal from the telco.]
8. The agreement was that the commission of 10% of the contract sum (before taxes) is only payable after the project is completed and within 30 days of Client receiving full payment from the owner of the properties concerned.
9. Para. 5 SOC is untrue and a lie. No such agreement for interest. ABC already getting a very good deal no reason to pay them interest.
10. Para. 6 SOC can agree but some parts need correcting. Only 8 projects were proceeded with. The owner of the property at 33 Orange Peel Lane did not proceed with the project as he found another contractor that he claims was able to carry out the work for 20% less. Also, the amounts for the actual projects at 123 Waterfalls Road and 654 White Flower Lane are incorrect. They should be \$220k and \$240k, respectively.
11. Para. 7 SOC is untrue. There were no telephone or WhatsApp calls received from ABC. ABC / Mr. Du knows very well that the commissions are not due to be paid. Client wants to see ABC prove that they called.
12. Para. 8 SOC is untrue – see above.
13. Para. 9 SOC is rejected. Client says there is no breach because the obligation to pay has not arisen. Client wonders if he can make a police report against ABC for putting in lies in the SOC. Advised him that is something we can look into later on.
14. Para 10 SOC is rejected – see above.

15. Client was informed of the requirement to file the Notice of Intention to Contest and the timelines for doing so under ROC 2021. Instructed to proceed to do the needful.
16. Client mentioned that the initial deposit of funds into account of \$x,xxx.xx will be provided shortly.
17. Mr. On said he will be travelling soon (currently the plan is to fly out of Singapore on 22 September) so if there is anything else we need from him best to catch him before 22 September.

Meeting ended at around 11:25pm.

ANNEX 3

GHI'S SUPPORTING AFFIDAVIT FILED UNDER ORDER 9, RULE 7(2)

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

Case No.: HC/OC 678/2024
Sub-case No.: HC/SUM 2389/2024

Between

DEF INVESTMENTS SDN. BHD.
(Malaysian Company Registration No.
X12345Y)

... Claimant(s)

And

GHI HOLDINGS PTE LTD
(Singapore UEN No. 698000754U)
... Defendant(s)

AFFIDAVIT

Name of maker: Annie How Du Tings (NRIC No. S****453K)

Address: 234 Flower Petals Lane #03-03A Singapore 225500

Occupation: Operations Director

Description: Defendant

1. Insofar as the matters herein are within my knowledge, they are true. Insofar as they are not within my knowledge, they are true to the best of my information and belief.

2. Copies of the documents referred to in this Affidavit are annexed and collectively marked “**AHDT-1**”.

3. The Defendant has been advised and verily believes that the Claimant has not validly commenced these proceedings before the Court.

4. The dispute between the Defendant and the Claimant arises out of a joint venture agreement dated 30 December 2022 (“**JVA**”). This was in furtherance of the commercial objective of developing a mobile phone application for food delivery services.
5. The Claimant has alleged in its Statement of Claim that the Defendant is in breach of the JVA in not making the necessary cash infusions as required under the investment timeline.
6. While the Defendant has a substantive defence to raise (on the merits), it respectfully chose not to do so in the present instance as we have been advised that it may amount to a submission to jurisdiction.
7. The present application that the Defendant seeks to challenge the jurisdiction of this Court in light of the arbitration clause as contained in the JVA. A copy of the JVA is exhibited hereto at “**AHDT-1**”.
8. The Defendant has also been advised and verily believes that the Court will uphold the bargain that was struck under the JVA such that the disputes that arise therefrom can and should be referred to arbitration under the auspices of the Singapore International Arbitration Centre.

....

18. The Defendant will leave it to my solicitors to make the relevant arguments in support of the matters raised above.

AFFIRMED in Singapore)
by **ANNIE HOW DU TINGS**) [signed]
via live video link)
on this 2nd day of September 2024)

Before me

[signed] [stamped]

A COMMISSIONER FOR OATHS

*This Affidavit is filed on behalf of the Defendant
with the deponent appearing via a live video link*

THIS IS THE EXHIBIT MARKED “AHDT-1” REFERRED
TO IN THE AFFIDAVIT OF

ANNIE HOW DU TINGS

AFFIRMED ON THE 2ND DAY OF SEPTEMBER 2024

BEFORE ME,

[signed]

[stamped]

A COMMISSIONER FOR OATHS

[EXTRACTS OF THE JVA]

JOINT VENTURE AGREEMENT
DATED 30 DECEMBER 2022

BETWEEN

(1) DEF INVESTMENTS SDN. BHD. (“**DEF**”)

AND

(2) GHI HOLDINGS PTE LTD (“**GHI**”)

(collectively the “**Parties**”)

WHEREAS

- A. DEF and GHI are desirous of entering this joint venture agreement (“**JVA**”) with a view to developing a new food delivery app named “*Makann Time*”.
- B. DEF and GHI shall be the first shareholders and investors in the joint venture company (“**JVC**”) which shall be named “*Makann Time Investment Holdings Pte Ltd*”.

IN CONSIDERATION OF THE MUTUAL OBLIGATIONS SET OUT HEREIN AND
INTENDING TO BE LEGALLY BOUND IT IS HEREBY AGREED:

....

12. Investment Payment Timelines

- (a) Aside from the initial funds of S\$6.6 million that was injected into the JVC by DEF and GHI, there shall be further monthly cash infusions as set out in (b) and (c).
- (b) DEF is committed to and shall for a period of 24 months make a monthly cash infusion of S\$50,000.00 on the 15th day of every month from January 2023 onwards. The said monies shall be applied towards the items as set out in Schedule C.
- (c) GHI shall correspondingly for a period of 24 months make a monthly cash infusion of S\$50,000.00 on the 25th day of every month from January 2023 onwards. The said monies shall be applied towards the items as set out in Schedule D.

....

25. Dispute Resolution Clause

Any dispute arising out of or in connection with this JVA, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force. The seat of the arbitration shall be Singapore and the language of the proceedings shall be in English. The Tribunal shall consist of a sole arbitrator to be appointed by the SIAC.

26. Choice Of Law

This JVA shall be governed by the laws of the Republic of Singapore.

....

29. Entire Agreement

This document constitutes the entire agreement and understanding between the Parties, and supersedes all prior oral or written communications, representations, promises or agreements made by on or behalf of the Parties in relation to the subject matter of this JVA.

[Signed by DEF]

[Signed by GHI]