

WRITTEN ADVOCACY

LECTURE 3 – DRAFTING CORRESPONDENCE AND AFFIDAVITS¹

A. INTRODUCTION & CONTEXT

1. The written work produced by a lawyer does not exist in a vacuum. Before one can write effectively, it is both relevant and necessary to be aware of the rules of engagement in terms of what may be impermissible in relation to the correspondence or affidavits that are drafted.
2. The professional conduct and ethical considerations provide guidance and influence how lawyers go about their drafting of correspondence and affidavits.
3. First, we turn our attention to the drafting of correspondence and the first port of call has to be the *Legal Profession (Professional Conduct Rules) 2015*² (“PCR 2015”).³ In relation to responsibilities that are owed to other persons, the following rules would be relevant and are of note.
 - (a) rule 8(4) provides:

When a legal practitioner issues a letter of demand, the legal practitioner must not demand in the letter anything that is not recoverable by due process of law.
 - (b) rule 8(5) also provides:

Where any civil claim made against a person, by a client of a legal practitioner, remains unsatisfied, the legal practitioner must not threaten the institution of any criminal or disciplinary proceedings against the person.

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

² There are other earlier iterations of the rules that cover similar and related grounds and issues.

³ See Part 2, Divisions 2 and 3.

4. With respect to responsibilities owed to other legal practitioners in terms of the drafting of correspondence, PCR 2015 provides as follows. Rule 7(2) provides:

A legal practitioner must treat other legal practitioners with courtesy and fairness.

The breadth of this rule seeks to catch all manner of conduct and interactions between legal practitioners. With respect to issuing correspondence, it has been observed that:⁴

Therefore, an advocate and solicitor must not write offensive letters: “*The use of insulting language and indulging in acrimonious correspondence are neither in the interests of the client nor conducive to the maintenance of the good name of the profession.*”^[28] In the same vein, he must not write letters which include improper threats.^[29] The Law Society has made it clear that “*offensive and or threatening language which is not in writing or which threateningly refers to an offence not yet committed would amount to unprofessional conduct*”.^[30] It has also warned that advocates and solicitors must “*observe the requirements of good manners and courtesy towards other members of the profession or their staff no matter how bitter the feelings between their clients*”.^[31]

5. More specifically, the Law Society of Singapore’s Practice Direction 1.8.1⁵ also provides specific guidance on what would be impermissible in relation to letters of demand.
- (a) do not issue a demand for anything which is not properly recoverable by due process of the law;
 - (b) it is improper to demand for costs when collecting a simple debt (as the costs cannot be said to be properly recoverable at law);

⁴ *Legal Profession (Professional Conduct) Rules 2015 - A Commentary*, 2016 (Academy Publishing) at 07.012.

⁵ <https://law-society-singapore-prod.s3.ap-southeast-1.amazonaws.com/2020/03/6.-Letters-of-Demand-PD-1.8.1.pdf>

- (c) it may be proper to demand for costs in the context of correspondence in relation to a motor accident that results in an agreement on settlement;
 - (d) when acting for a mortgagee it may not be permissible to demand for payment of arrears and at the same time costs of the letter from the mortgagor, unless it is provided for in the mortgage documents;
 - (e) it is permissible to seek costs when acting for a party who wrongly received a demand to pay a debt that was allegedly due while indicating that the said party may be advised and persuaded to accept an apology for libel;
 - (f) it is permissible to stipulate that costs should be payable by the debtor where arrangements are made for the creditor to receive payment of a simple contract debt or judgment debt (by instalments); and
 - (g) it is permissible to act for a creditor to agree to accept payment by instalments in liquidation of a debt only if the debtor's solicitors guarantee payment.
6. Nonetheless, it would be relevant to consider the Law Society of Singapore's Practice Direction 9.1.2⁶ that gives guidance in relation to letters threatening criminal proceedings / offensive letters.
- (a) it is impermissible to threaten the institution of any criminal proceedings against a person who has failed to admit or satisfy a civil claim;
 - (b) specifically, it is improper for a legal practitioner to state in the letter that the client may consider lodging a report with the police with a view of an arrest under the Penal Code;

⁶ [https://law-society-singapore-prod.s3.ap-southeast-1.amazonaws.com/2020/03/51.-Letters-Threatening-Criminal-Proceedings Offensive-Letters-PD-9.1.2.pdf](https://law-society-singapore-prod.s3.ap-southeast-1.amazonaws.com/2020/03/51.-Letters-Threatening-Criminal-Proceedings%20Offensive-Letters-PD-9.1.2.pdf)

- (c) even if a criminal offence may be disclosed, there is no justification to place this kind of pressure for the recovery of a civil debt;
- (d) it is also improper to communicate in writing (or otherwise) a threat of criminal proceedings to achieve a stated objective under any circumstances;
- (e) it is unbefitting to write letters containing threats of criminal proceedings to coerce a party to act in accordance with the legal practitioner's demands or into making a statement in favour of the client's case;
- (f) that said, it is not improper to communicate to a party requiring compliance with a particular order, injunction or statutory provision, and state that failure will result in an offence or penalty, and identifying the offence or penalty as the case may be;
- (g) Council of the Law Society has formed a view that use of offensive or insulting language is unbefitting conduct for a legal practitioner.

7. Next, we now turn the spotlight to the drafting of affidavits. In this regard, it is relevant to consider the following rule(s) set out in PCR 2015.

- (a) rule 9(2)(h)
 - (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:
 - (h) draft any originating process, pleading, affidavit, witness statement or notice or grounds of appeal containing any of the following:
 - (i) any statement of fact or contention which is not supported by the client or by the legal practitioner's instructions;
 - (ii) any contention which the legal practitioner does not consider to be reasonably and properly arguable;

- (iii) any allegation of fraud, unless the legal practitioner has clear instructions to make such an allegation and has before the legal practitioner reasonably credible material which establishes a prima facie case of fraud;
- (iv) in the case of an affidavit or a witness statement, any statement of fact other than the substance of any evidence which the legal practitioner reasonably believes, having regard to the legal practitioner's instructions, the witness making the affidavit or statement would give if that evidence was given orally.

8. In the context of preparing of affidavits, it must be noted that:⁷

Usually, the lawyer prepares the affidavit of the evidence-in-chief to ensure that the facts are properly presented. There can be no objection if all the lawyer does is to express the substance of the witness's testimony as effectively as possible so that the evidence is clearly and succinctly presented for the court to consider. Indeed, such an approach is to be welcomed as the alternative may lead to a laboriously long, rambling and aimless affidavit. Rule 9(2)(h)(i) of the PCR states, inter alia, that a lawyer must not include any allegation or information in an affidavit which is "is not supported by the client or by the legal practitioner's instructions".^[172] Conversely, the lawyer must not assume that everything he is told by his client is true or should be included in the affidavit.^[173] The advocate and solicitor must not cross the boundary of form and expression so that the substance of the affidavit is altered. As the evidence is that of the deponent, it is fundamental to allow him a full opportunity to read the affidavit once it is prepared. He should be made to feel free to alter it in any way he wants. He must not be pressurised or influenced into swearing or affirming the affidavit just because the content is favourable to the party represented by the advocate and solicitor. He should be made aware that although he is deposing to evidence before the trial, the duty to tell the truth is the same as if he is giving testimony in court.^[174]

⁷ *Legal Profession (Professional Conduct) Rules 2015 - A Commentary, 2016 (Academy Publishing)* at 09.086.

9. Furthermore, as affidavits are invariably used in the context of proceedings before the Court, one must also be mindful of the relevant provisions as set out in the Rules of Court 2021.⁸ In particular, the formalities of an affidavit are found in Order 15 rule 19.⁹ What bears mentioning is what is said in relation to the contents of an affidavit as provided for in Order 15 rule 25.

Contents of affidavit (O. 15, r. 25)

25.—(1) An affidavit must contain only relevant facts.

(2) An affidavit must not contain —

- (a) vulgar or insulting words unless those words are in issue in the action; or
- (b) anything that is intended to offend or to belittle any person or entity.

10. At the same time, the form of affidavits is something that is provided for in the *Supreme Court Practice Directions 2021* (“SCPD 2021”)¹⁰ at paragraph 78.

Form of affidavits

(1) Affidavits must be in Form 31 of Appendix A of these Practice Directions. In addition to the requirements under Order 15, Rule 19 of the Rules of Court 2021, affidavits should comply with the following requirements:

- (a) they should have a blank margin not less than 35mm wide on all 4 sides of each page;
- (b) the text of the affidavits, as opposed to the exhibits, must be printed or typed and double-spaced on white paper;
- (c) the following information must be typed or printed in a single line at the top right hand corner of the first page of every affidavit:
 - (i) the party on whose behalf the affidavit is filed;
 - (ii) the name of the maker of the affidavit;

⁸ See Order 15, Division 2 – Affidavits.

⁹ This relates to the reference to Form 31 and how the text should be set out in consecutively numbered paragraphs.

¹⁰ Where a matter is before the State Courts, then it would be necessary to refer to the *State Courts Practice Directions 2021*.

- (iii) the ordinal number of the affidavit in relation to the previous affidavits filed in the cause or matter by the maker of the affidavit;
- (iv) the date the affidavit is to be filed;

For example, “2nd Df; Tan Ah Kow; 4th; 15.12.2021”.

(d) every page of the affidavit must be paginated consecutively, and the page number must be inserted at the centre top of each page of the affidavit other than the exhibits and separators. Exhibits and separators must be paginated in accordance with paragraph 80(3) below.

(2) When filing affidavits for use during a hearing of an interlocutory application, the summons number of the interlocutory application must be provided in the Electronic Filing Service in addition to the case number of the suit or matter.

(3) Every affidavit which is filed in conjunction with a summons must have endorsed at the top left hand corner of the first page of the affidavit the summons number.

(4) Unless otherwise directed by the Court, hard copies of affidavits should be printed on both sides of each page.

11. In the next sections, we will undertake the following exercises which will be reviewed and discussed at the first contact session.

- (a) drafting a letter of demand on behalf of a client;
- (b) drafting an affidavit in support of a setting aside application; and
- (c) drafting a letter in reply to the opposing side.

B. DRAFTING A LETTER OF DEMAND ON BEHALF OF A CLIENT

12. You are a first-year associate in Lawttery Chambers LLC. The firm's client Preenters Suppliers Pte Ltd ("PSPL") sends you an email to ask if you can act in a debt recovery matter involving Publishers Plattfom Pte Ltd ("PPPL").
13. PSPL is in the business of manufacturing and sale of printing supplies and inks. PPPL is a small publishing house that prints custom story books and brochures for its clients who upload their works to www.publishersplattfom.com.sg/uploads.
14. You have cleared the conflict checks against PPPL. Your partner has asked that you take a look at the documents from the client and draft the letter of demand. Please prepare the letter of demand to be issued on behalf of PSPL to PPPL.
15. Please refer to the documents at Annex A1 and Annex A2.

C. DRAFTING AN AFFIDAVIT IN SUPPORT OF A SETTING ASIDE APPLICATION

16. Lawdable LLP (“Lawdable”) acts for Kalming Presence Pte Ltd (“Kalming Presence”), the Claimant in HC/OC 2222/2024 (“OC 2222”). Kalming Presence’s registered address is 3 Zen Street, #06-08 Peace Towers, Singapore 987776.
17. The Defendant in OC 2222 is Aggressif Marketing Pte Ltd (“Aggressif Marketing”), who are represented by Tan Ku Ku LLP (“TKK”). Aggressif Marketing’s registered address is 12 Hostile Drive, #12-00 Pressure Point, Singapore 444554.
18. The dispute between Kalming Presence and Aggressif Marketing arises out of an engagement contract dated 15 June 2023 where the former engaged the latter’s services to help design and roll out an advertising campaign on social media (“Engagement Contract”). Aggressif Marketing is known for its edgy and risqué approach to advertising that generates a lot of interest on social media platforms which was able to drive up sales and have a positive impact on the revenue numbers for their clients.
19. Kalming Presence is in the business of producing and selling scented candles. They primarily sell their scented candles on their online store at www.kalmingpresence.com.sg. It started off as a small business in late 2018 and started to grow steadily after its founder quit her full-time job with a local bank and fully devoted herself to growing the business. For the financial years ending 2021 and 2022, their revenue was S\$765,000.00 and S\$890,000.00, respectively. Kalming Presence was hoping that with Aggressif Marketing’s involvement they would finally reach the milestone of revenue \geq S\$1 million for the financial year ending 2023. Prior to engaging Aggressif Marketing, the marketing materials and social media posts promoting their scented candles were done by an in-house team of 2 employees who did not have any professional training or experience in relation to marketing and promoting a business or its products.
20. The online advertising campaign created by Aggressif Marketing was slated to run for 8 weeks from mid-August to mid-October 2023 on various social media platforms.

Unfortunately, this resulted in negative publicity and a torrent of backlash on what appeared to most viewers to be tasteless and off colour. Many hateful comments were posted on Kalming Presence’s social media platforms. The reaction was so bad that the 8-week run for the marketing campaign was abruptly cut short by Kalming Presence to only 5 days. At the same time, this resulted in an immediate and substantial dip in the sales of scented candles from end August 2023 such that it struggled and only managed to generate revenue of S\$550,000.00 for the financial year ending 2023; of which S\$40,000.00 was from the 4-month period between September to December 2023. The severe dip in revenue resulted in Kalming Presence posting a loss of S\$150,000.00 for 2023.

21. On 1 March 2024, a letter of demand was issued by Kalming Presence claiming for loss and damage amounting to S\$1.25 million. This was accompanied by a without prejudice letter offering amicable resolution by way of mediation that remained open for acceptance until end March 2024. Aggressif Marketing was of the view that there was no merit in the demand and chose to ignore it as well as the offer for amicable resolution.
22. On 3 June 2024, OC 2222 was filed. The Statement of Claim sought to claim for loss and damage arising out of the negligence (or recklessness) of Aggressif Marketing in crafting and formulating the online advertising blitz for Kalming Presence which resulted in the drop in its revenue. At the same time, Kalming Presence specifically pleaded that it had relied on the skill and expertise of Aggressif Marketing to come up with a suitable online marketing campaign to suit their business. This was also the first time that Kalming Presence had ever employed a marketing agency and were wholly dependent on Aggressif Marketing. Kalming Presence sought liquidated damages in the sum of S\$1.25 million or in the alternative for damages to be assessed.
23. The next day (Tuesday, 4 June 2024) at around 12:31pm, OC 2222 (together with the Statement of Claim) was served at the registered address. Service was acknowledged by the receptionist who promptly took OC 2222 and the Statement of Claim and placed them on the table of the Chief Financial Officer, Mr. Ragey Mun (“CFO”). Unbeknownst to the receptionist, the CFO was on urgent leave that day due to an emergency at home (the

waterpipe in the bathroom burst and caused flooding). Thereafter, from the next day (Wednesday, 5 June 2024) he was on overseas personal leave for the next 3 weeks and was only back in the office on Wednesday, 26 June 2024. As he was involved in various meetings for the next 2 days, the CFO only realised that Kalming Presence had commenced OC 2222 on Friday, 28 June 2024 when he had the time to review the papers on his table. He immediately picked up his handphone to contact TTK asking them to act for Aggressive Marketing.

24. Subsequently, Aggressif Marketing then discovered that judgment in default had been entered against Aggressif Marketing – vide HC/JUD 345/2024 dated Friday, 21 June 2024 (“JUD 345”). TTK advised that the natural step forward was to make an application to set aside the judgment in default.
25. Sometime in or around end-June 2024, the CFO instructed TTK that he was confident the case can be defended as the Engagement Contract contained the following clauses.
 - (a) clause 3:
Definitions...
“Client” refers to Kalming Presence Pte Ltd ...
“Company” refers to Aggressif Marketing Pte Ltd ...
“Contract Price” is defined and fixed at S\$40,000.00 ...
 - (b) clause 6.1
The Client agrees that in curating and creating an online marketing campaign, the reactions and responses of the public (including the targeted audience) are uncertain and not always predictable. Accordingly, the Client accepts and acknowledges that there is always a risk that the reactions and responses may be negative.
 - (c) clause 6.2

The Client will approve and authorise any online marketing campaign that is conceptualised and created by the Company prior to the same being launched.

(d) clause 8.2

The Client confirms that the Contract Price is deemed earned the moment the marketing campaign commences, even if the same is cancelled prematurely on the instructions of the Client.

(e) clause 8.3

The Client agrees that due to the considerations as set out in clause 6.1, the Company cannot be held liable for any loss or damage arising out of any online marketing campaign that is curated and created for the Client.

(f) clause 8.4

Further and in the alternative, and without derogation to the effect of clause 8.3, the Client also agrees that should any loss or damage be attributable to the Company, the same shall limited to S\$15,000.00.

26. As a senior associate on the file, you were asked by the partner in-charge on 1 July 2024 to prepare the affidavit in support of the application to set aside the judgment in default in JUD 345. Aggressif Marketing was anxious for the setting aside application to be filed and they expect this to be done by no later than 8 July 2024.

(a) Refer to the relevant provisions of the Rules of Court 2021 this includes but is not limited Order 15, rules 19 and 25 as well as the SCPD 2021.

(b) Consider *inter alia* the following cases:¹¹

- *Mercurine Pte Ltd v Canberra Development Pte Ltd* [2008] 4 SLR(R) 907

¹¹ These are only suggested cases for your review and consideration. This is not an exhaustive list of relevant cases and you may wish to undertake your own further research.

- *U Myo Nyunt (alias Michael Nyunt) v First Property Holdings Pte Ltd* [2021] 2 SLR 816
- *Zhou Wenjing v Shun Heng Credit Pte Ltd* [2022] SGHC 313

27. For completeness, the legal executive that is assisting on the matter has prepared the summons which has been cleared by the partner in-charge – see Annex B1.

28. Please proceed to prepare the draft of the text of the affidavit based on the preceding paragraphs as set out in Section C. Please have it ready for discussion with the partner in-charge by 12:00 pm on 4 July 2024.

- You may assume that you have access to and had sight of Kalming Presence’s letter of demand, the letter of amicable resolution, OC 2222, the Statement of Claim and the Engagement Contract.
- For the purposes of this exercise, you may indicate in the draft affidavit that a particular document is found as an exhibit. For example, “*The Engagement Contract which was concluded between the Claimant and the Defendant is annexed hereto and marked as exhibit AM-1.*”

D. DRAFTING A LETTER TO THE OPPOSING COUNSEL

29. This further drafting exercise follows on from the factual circumstances as set out in preceding paragraphs in relation to Section C.
30. Since judgment in default in JUD 345 was obtained, Kalming Presence applied for and on 5 July 2024 obtained an enforcement order in HC/EO 99/2024 (which was to garnish Aggressif Marketing's bank account with Leading Bank Limited).
31. In the meantime, Aggressif Marketing (through TTK) had on 8 July 2024 filed the setting aside application (HC/SUM 1188/2024) and the same has been fixed to be heard on 31 July 2024.
32. By way of a letter dated 8 July 2024 that was sent across by fax at around 5:30pm, TTK wrote to Lawdable to give notice in relation to the setting aside application and expressed their views on the steps going forward – see Annex C1.
33. As the senior associate at Lawdable, you were asked to consider the contents of TTK's letter and draft a considered and appropriate response that should be issued soonest.

E. CONCLUSION

34. The contents of this paper serves only as a starting point on your journey with respect to drafting in relation to correspondence and affidavits. However, nothing will replace practice, practice and more practice. As you continue to practice good legal writing, you will become more adept and comfortable with the same.

10 July 2024

ANNEX A1

EMAILS BETWEEN PSPL AND LAWTTERY CHAMBERS LLC

Date: 12 August 2024
Time: 3:25 pm
From: accounts@preenterssuppliers.com.sg
To: gen@lawtteryllc.com.sg
Subject: Debt recovery matter

Dear Lawttery Chambers LLC,

Are you able to help us on a matter involving Publishers Plattfom Pte Ltd?

Thank you.

Lee Lilin
Accounts Executive

Date: 13 August 2024
Time: 8:45 am
From: gen@lawtteryllc.com.sg
To: accounts@preenterssuppliers.com.sg
Subject: RE: Debt recovery matter

Dear Ms. Lee,

We have cleared our conflict checks against Publishers Plattfom Pte Ltd.

Please let us have your further instructions and copies of the related documents.

Thank you.

[]
Associate, Lawttery Chambers LLC

ANNEX A1

EMAILS BETWEEN PSPL AND LAWTTERY CHAMBERS LLC

Date: 13 August 2024
Time: 5:15 pm
From: accounts@preenterssuppliers.com.sg
To: gen@lawtteryllc.com.sg
Subject: Debt recovery matter

Dear [],

We provided printing supplies to Publishers Plattfom based on an order received via our company's online web ordering form on 3 June 2024. The form requires the customer to enter his / her name, the address, contact details and the items / products they wish to order.

We packed the ink toners and cartridges and shipped them out together with our invoice on 5 June 2024. The order was delivered later that same afternoon.

A copy of the invoice (Inv No. 062024-19) is attached.

Under the terms of the invoice, we are to receive full payment within 14 days.

I called up Publishers Plattfom on 25 June 2024. Their accounts department said that they were still processing the invoice and apologised for the delay.

Despite my further follow up calls on 12 and 24 July 2024 chasing for payment, we still did not receive any payment.

I tried to call again on 5 August 2024 and the response from Publishers Plattfom was that we were to await their follow up and not keep chasing them.

Our management has decided to seek your firm's help to issue a letter of demand.

Please prepare the letter of demand. We want to get your assistance to claim for (a) the outstanding invoice; (b) interest on the outstanding invoice; and (c) legal costs.

We hope the letter of demand can send a clear warning to Publishers Plattfom about how we will go and file a police report if they don't pay up as required since we believe we might have been cheated.

Thank you.

Lee Lilin
Legal & Accounts Executive

ANNEX A2
INVOICE FROM PSPL TO PPPL

P REENTERS S UPPLIERS WE SOLVE YOUR INK ISSUES	INV NO. 062024-19 DATE: 5 JUNE 2024
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To:
Publishers Plattfom Pte Ltd
123 Slow Street
#01-02 Dilatory Centre
Singapore 999123
Attention: Accounts Department

YOUR ORDER – via online web ordering form – order placed on 3 June 2024

Serial Number	Description / Quantity	Amount (S\$)
1	24 cartons ABC 567-234 (Deep Red)	\$6,000.00
2	24 cartons DEF 567-234 (Green)	\$6,000.00
3	24 cartons GHI 567-234 (Orange)	\$6,000.00
4	24 cartons JKL 567-234 (Cobalt Blue)	\$6,000.00
Delivery		<i>Complimentary</i>
Total		S\$24,000.00 <i>inclusive of 9% GST</i>

This Invoice requires no signature

Terms:	
(1)	The goods and items listed above are deemed correct and duly delivered in good order and condition if no issues are raised in writing to us within 14 days from the date of this invoice.
(2)	This invoice is due and payable within 14 days from the date of this invoice.
(3)	If this invoice remains unpaid after 14 days we have the right to seek interest.

ANNEX B1
DRAFT SETTING ASIDE SUMMONS

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

Case No.: HC/OC 2222/2024
Sub Case No.: _____

[DRAFT]

Between

KALMING PRESENCE PTE LTD
(Singapore UEN No. 123000123X)

... Claimant(s)

And

AGGRESSIF MARKETING PTE LTD
(Singapore UEN No. 456000456A)

... Defendant(s)

SUMMONS TO REVOKE / SET ASIDE JUDGMENT / ORDER

To:
Solicitor(s) for the Claimant(s)
Lawdable LLC
11 Law Lane #11-11 The Conundrum
Singapore 222333
Email: contact@lawdable.com.sg
File Ref No: BB/DD/ L1845
Solicitor in charge: Tay Lii Ming

Let all parties concerned attend before the Court on the date and time to be assigned for a hearing of an application by the Defendant for the following order(s):

1. that judgment in HC/JUD 345/2024 be set aside.
2. that the Defendant file and serve its Defence within 14 days from the date of the orders to be made herein.
3. costs.
4. such other or further directions as the Honourable Court deems fit and appropriate.

The grounds of the application are:

1. Order 3 Rules 2(8) and/or 2(2) of the Rules of Court 2021.
2. as set out in the Affidavit filed in support of this application.

Issued by :
Solicitor(s) for the Defendant(s)
Tan Ku Ku LLP
2 Legal Road #01-33 Otiose Towers
Singapore 999123
Email: enquire@tkklaw.com.sg
File Ref No: MP/JP/2024-050
Solicitor in charge: Koh Kai Zhenn

REGISTRAR

ANNEX C1
LETTER FROM TKK DATED 8 JULY 2024

Tan Ku Ku LLP

2 Legal Road, #01-33 Otiose Towers, Singapore 999123

enquire@tkklaw.com.sg Tel: 6666 7889 Fax: 6666 7899

Our Ref: MP/JP/2024-050

Your Ref: BB/DD/L1845

8 July 2024

Lawdable LLC

11 Law Lane #11-11

The Conundrum

Singapore 222333

Dear Sirs,

HC/OC 2222/2024

- HC/SUM 1188/2024

- HC/EO 99/2024

1. Unless you were not paying attention or otherwise sleeping at the wheel, it would be painfully obvious that we act for the Defendant, Aggressif Marketing Pte Ltd.
2. Earlier today, we filed the setting aside application in HC/SUM 1188/2024 to set aside the judgment in default. This was served on your firm at around 4:55pm and we are certain you know this if you bothered to check eLitigation.
3. We have been made aware of the enforcement order in HC/EO 99/2024 that was issued on 5 July 2024.
4. In light of the contents of Mr. Ragey Mun's supporting affidavit, it is crystal clear that your client's judgment in default will be set aside. To avoid wasting our firm's and our client's time, your client should simply do the right thing and consent to the setting aside application without any hesitation. At the same time, you are to take immediate steps to withdraw the enforcement order forthwith or in any case by no later than 6:00pm on 9 July 2024.
5. Furthermore, you must provide a response to this letter by tomorrow as well – ie. by 6:00pm on 9 July 2024, failing which we will make the necessary application to stay the enforcement order and look to your client's for costs. It is extremely unfair and opportunistic for your client to try and take any other further steps as they have been placed on notice of the setting aside application via this letter.
6. In case you and/or your client were wondering or otherwise confused, all our client's rights are obviously expressly reserved.

Yours faithfully,

TKK

Tan Ku Ku LLP

cc. client – Aggressif Marketing Pte Ltd