

BTS Tankers Pte Ltd v Energy & Commodity Pte Ltd and others
[2021] SGHC 58

Case Number : Suit No 844 of 2017 (Summonses Nos 3388 and 3689 of 2020)
Decision Date : 15 March 2021
Tribunal/Court : General Division of the High Court
Coram : Lai Siu Chiu SJ
Counsel Name(s) : Yap Yin Soon and Dorcas Seah Yi Hui (Allen & Gledhill LLP) for the plaintiff; Lim Chee San (TanLim Partnership) for the defendants.
Parties : BTS Tankers Pte Ltd — Energy & Commodity Pte Ltd — Vu Xuan Thu — D&N Trading & Consultancy Limited — Dinh Thi Hoang Uyen

Contempt Of Court – Civil contempt

Civil Procedure – Pleadings – Striking out

15 March 2021

Lai Siu Chiu SJ:

Introduction

1 BTS Tankers Pte Ltd (“the plaintiff”) is a Singapore-incorporated company which is a ship-owner and is in the business of providing tanker shipping in Asia.

2 The first defendant Energy & Commodity Pte Ltd (“ECPL”) is a company incorporated in Singapore and its principal activity is said to be wholesale trading including general importing and exporting. At all material times, the sole shareholder and director of ECPL was (and still is) Vu Xuan Thu (“the Second defendant” or “VXT”).

3 D&N Trading & Consultancy Limited (“D&N”) is a company incorporated in the British Virgin Islands which the plaintiff alleges is controlled by VXT who it asserts is the company’s *alter ego* as VXT is its sole shareholder and director.

4 Dinh Thi Hoang Uyen (“the Fourth defendant” or “Dinh”) is the wife of VXT. She was joined as a party to these proceedings by an order of court dated 11 April 2019. Immediately thereafter on the same day, the plaintiff obtained a worldwide *Mareva* injunction against her under order of court 2480/2019 (“the Second *Mareva* order”). Prior thereto, a similar injunction had been obtained against ECPL, VXT and D&N on 15 March 2019 under order of court 1821/2019 (“the First *Mareva* order”). Both injunctions were for values up to USD10,291,782.00.

5 In fact, the plaintiff obtained innumerable orders of court against all four defendants in the course of these proceedings. Some of the orders of court obtained are the subject matter of these grounds of decision. The defendants’ attempts to set aside and/or vary the two *Mareva* injunctions were dismissed.

6 After obtaining leave of court on 28 August 2020, the plaintiff applied by way of Summons No 3689 of 2020 (“the Committal Application”) for VXT personally and as a director of ECPL and D&N

together with Dinh, to be committed to prison for contempt of court in failing to comply with numerous orders of court. The plaintiff alleged that VXT failed to comply with five orders of court requiring disclosure of documents from him whilst Dinh was alleged to have failed to comply with three orders of court that similarly required disclosure from her. VXT and Dinh were unsuccessful in their attempts to set aside the various orders of court for discovery made against them.

7 Separately, the plaintiff applied by way of Summons No 3388 of 2020 ("the Striking Out Application") for the Defences and/or Counterclaim of ECPL, VXT and Dinh to be struck out and for interlocutory judgment to be entered against ECPL and VXT in the plaintiff's favour (with costs and damages to be assessed). The plaintiff also applied for interlocutory judgment in default of defence against D&N (with costs and damages to be assessed) and for final judgment (with costs) to be entered against Dinh.

8 After a lengthy hearing of both Summonses, this court granted the Committal Application ("the Committal Order") as well as the Striking Out Application on 27 October 2020, both with suspension orders. All four defendants have appealed against my decision (in Civil Appeal No 187 of 2020) after first obtaining a stay of execution on 30 October 2020 against the same. I now set out the reasons for the orders that I granted.

The background

9 In the Committal Application, the plaintiff requested the court to commit VXT to prison for contempt of court for his breaches under the following orders of court ("ORC"):

- (a) **ORC 6803/2018 ("the First Discovery Order")** by failing and/or refusing to:
 - (i) Disclose D&N's OCBC Account No. ending 7301;
 - (ii) Disclose ECPL's accounting ledgers, record books, schedules and journals, receipts, invoices and/or vouchers showing, evidencing or recording all payments received from DDHP in respect of the cargo;
 - (iii) Disclose the email account: globeoiltrader@gmail.com;
 - (iv) Disclose the email accounts: ecoilops@gmail.com and tutppteltd@gmail.com;
 - (v) Disclose hard disks of computer(s); and
 - (vi) Make payment of the costs ordered against him in the amount of SGD31,985.18 (excluding interest that continues to accrue).
- (b) **ORC 7739/2018 ("the Second Discovery Order")** by failing and/or refusing to:
 - (i) Disclose the documents specified at Schedule 1 therein; and
 - (ii) Make payment of the costs ordered against him in the amount of SGD2,500.00 (excluding interest that continues to accrue).
- (c) **ORC 8164/2018** by failing and/or refusing to:
 - (i) Make payment of the costs ordered against him in the amount of SGD3,000.00 (excluding interest that continues to accrue).

- (d) The First *Mareva* Order by failing and/or refusing to:
- (i) Disclose all the assets of ECPL, himself and D&N;
 - (ii) Disclose the spending of ECPL, himself and D&N on "ordinary living expenses" and "legal representation" before such amounts were spent, and expenses "in the ordinary and proper course of business" monthly;
 - (iii) Dissipating assets subject to the order by:
 - (A) Selling the shares in TUTP Pte Ltd and;
 - (B) Diverting a sum of SGD16,251.68 from ECPL's DBS Account No. ending 7986 into his personal UOB Account No. ending 5135;
- (e) **ORC 2111/2020 ("the Third Discovery Order")** by failing and/or refusing to:
- (i) Disclose all his assets and those of ECPL and D&N;
 - (ii) Provide a monthly account (from January 2019 to 23 March 2020) of the source(s) of monies that he used/uses to pay for his living expenses in the format set out at Annex A to the order;
 - (iii) Provide full disclosure of the documents supporting the asset disclosures being:
 - (A) ECPL's statements from the Central Provident Fund ("CPF") Board from January 2019 to 23 March 2020;
 - (B) ECPL's March 2020 statement from its OCBC Bank Account No. ending 7986;
 - (C) ECPL's March 2018 and March 2020 statements from its DBS Bank Account No. ending 5022;
 - (D) The statements from his joint OCBC Account No. ending 2001 for January to August 2016, January to December 2018, January to February 2019, October to December 2019 and January to March 2020;
 - (E) The statements from TUTP Pte Ltd's DBS Account No. ending 6002 for January to February 2016, January to February 2017, April to December 2019 and January to March 2020;
 - (F) Documents evidencing how payment for his living expenses were made from January 2019 to 23 March 2020;
 - (G) His income tax returns and Form IR8A being the Notices of Assessments for the Year of Assessment ("YOA") 2017 (for 2016 income), YOA 2018 (for 2017 income) and YOA 2020 (for 2019 income);
 - (H) His statements from the CPF Board from January 2016 to 23 March 2020;
 - (iv) Provide an affidavit in accordance with his disclosure requirements.

(Copies of the schedules attached to the various orders of court listed above, *ie*, ORC 6803/2018, ORC 7739/2018, the First *Mareva* Order and ORC 2111/2020, are attached as Annexures A to D to these grounds of decision respectively).

10 In the Committal Application, the plaintiff also requested the Court to commit Dinh to prison for contempt of court for her failure to comply with the following orders:

(a) The First *Mareva* Order by:

(i) Knowingly assisting and/or permitting a breach of the order by VXT by selling the shares in TUTP Pte Ltd.

(b) The Second *Mareva* Order by failing and/or refusing to:

(i) Disclose all her assets;

(ii) Disclose her spending fortnightly on "ordinary living expenses" and "legal representation" before such amounts were spent, and expenses "in the ordinary and proper course of business";

(A copy of the schedule attached to the Second *Mareva* Order is attached as Annex E to these grounds of decision).

(c) The Third Discovery Order by failing and/or refusing to:

(i) Disclose all her assets;

(ii) Provide a monthly account (from January 2019 to 23 March 2020) of the source(s) of monies that she used/uses to pay for her living expenses in the format set out at Annex A to the order;

(iii) Provide full disclosure of the documents supporting the asset disclosures being:

(A) The statements from her joint OCBC Account No. ending 2001 for January to August 2016, January to December 2018, January to February 2019, October to December 2019 and January to March 2020 ;

(B) Documents evidencing how payment for her living expenses were made from January 2019 to 23 March 2020;

(C) Her income tax returns and Form IR8A being the Notices of Assessments for the YOA 2020 (for 2019 income);

(D) Her statements from the CPF Board from January 2016 to 23 March 2020;

(E) Documents evidencing the alleged profits she received in Vietnam for the sale of the shares in TUTP Pte Ltd and documents evidencing that those monies had been used to pay her "creditors".

(iv) Provide an affidavit in accordance with her disclosure requirements.

11 The Committal Application was supported by the second affidavit filed by the plaintiff's director Vincent Andre R. Lison ("Lison") on 12 August 2020 ("Lison's second affidavit"). Lison's second affidavit detailed the defendants' breaches as set out at [9] and [10] above as well as the facts and reasons that led to the Committal Application being filed.

12 I should state at this juncture that the plaintiff's claims against ECPL, VXT and D&N were *inter alia* for unlawful conspiracy alleging that the three defendants chartered the plaintiff's vessel, the motor tanker Christina ("the vessel"), to smuggle cargo in particular gasoil, into Vietnam. As a result, the vessel was implicated in a criminal act under Vietnamese law. The vessel was detained in Vietnam for three years from 30 January 2016 to 28 January 2019 causing loss and damage to the plaintiff of at least USD10m. In fact, the vessel's master was prosecuted and convicted of giving false information in the cargo import declaration form that was prepared by ECPL's local shipping agent. The plaintiff contended that the master was duped into signing the aforesaid form.

13 The plaintiff's claim against Dinh was on the basis that she held funds and assets that in truth and in fact belonged to the other three defendants or any of them. The plaintiff therefore sought *inter alia* a declaration against her that all her assets or a substantial part thereof are liable to execution by the plaintiff if it succeeds in its claim against VXT.

14 In the course of the criminal proceedings in Vietnam, a Vietnamese court had issued a decision on 21 December 2018 detailing how a Vietnamese company called Duong Dong Hoa Phu Joint Stock Company ("DDHP") had been smuggling gasoline from foreign companies like ECPL and D&N into Vietnam from October 2015 to January 2016 and had paid D&N approximately USD9m for the smuggled gasoil. In this regard, the ex-general manager of DDHP ("the ex-GM") had been convicted and imprisoned for his role in the smuggling operation. The ex-GM had admitted that for cargo declared to the Vietnamese customs authorities, payment by DDHP to D&N would be by letters of credit and bank transfers but for cargo that was not so declared but smuggled into Vietnam, DDHP would pay D&N in cash.

15 Because of what the ex-GM revealed, the plaintiff sought discovery from ECPL, VXT and D&N of all their correspondence with DDHP and their payment records. The plaintiff discovered that the few documents provided to the plaintiff by VXT were discrepant with payments received by VXT, ECPL and D&N from DDHP for the gasoil sold to DDHP.

16 It was the plaintiff's case that the dealings between the first to third defendants and DDHP were neither arm's length nor *bona fide* and that their contracts with DDHP were sham documents intended to conceal the smuggling.

17 Consequently, the plaintiff mounted a rigorous specific discovery process against the first three defendants (essentially against VXT as the *alter ego* of the two corporate entities) for documents and details of contract amendments and discussions between the three defendants and DDHP that would explain the true nature of their dealings and the discrepancies in the payments.

18 However, VXT continued to be evasive and obstructive when it came to the further discovery sought despite two court orders that required the first three defendants to disclose their handphones, computer hard drives and email accounts for forensic examination. According to the plaintiff, the first three defendants went to great lengths and concocted (through VXT) the most absurd excuses to avoid giving disclosure.

19 As the various defendants' unconvincing responses were one of the reasons that prompted this court to grant the Committal Application, it would be appropriate at this stage to look at some of the

reasons/excuses that VXT (and subsequently Dinh) gave for not complying with the defendants' discovery obligations:

(a) To avoid giving discovery of his computer hard drives, VXT claimed that he does not use a computer to run his multi-million dollar business. Instead, he claimed that he "outsources" even basic office functions such as printing and typing; [\[note: 1\]](#)

(b) When he was ordered to provide details of his outsourcing arrangements, VXT claimed there were none as everything was done verbally – he had engaged a foreign student called Jason to do the typing and printing and that person had (conveniently) left Singapore;

(c) To avoid giving discovery of his handphone, VXT claimed it was damaged and hence discarded;

(d) To avoid giving disclosure of his email databases, VXT claimed that he had forgotten the passwords to most of his accounts. There were two email accounts that were eventually disclosed and examined by the plaintiff's computer experts. The experts found no "hits" when they looked for emails between VXT and DDHP. VXT claimed that the five emails or so that were disclosed represented the entirety of his exchanges with DDHP as the rest of their communication was verbal and that was the reason why there were no "hits" in his email accounts as he had deleted the emails after disclosing them to the plaintiff;

(e) To avoid giving discovery of ECPL's and D&N's accounting ledgers, records, books, journals, receipts and invoices relating to the DDHP sales contracts, VXT claimed that he did not retain any such records and depended/relied upon bank statements as his records. The bank statements were listed in VXT's 18th affidavit filed jointly with Dinh on 15 June 2020 ("VXT's 18th affidavit"). However, as ECPL is registered with ACRA and at the material time was a GST-registered business, the plaintiff submitted it must comply with the tax authorities' e-Tax Guide which requires records to be kept of all business transactions. Consequently, VXT's excuse for not providing discovery was not *bona fide*.

(f) To avoid giving discovery of D&N's OCBC account that was specifically mentioned in the sales contracts, *ie*, OCBC Account No. ending 7301, VXT claimed that he had reached agreement with DDHP to make payments into the account of ECPL. When the plaintiff finally received the bank statements of D&N directly from OCBC, the plaintiff discovered that in January 2016 alone, D&N received six payments totalling USD1,221,757.00 from unidentified sources.

20 In regard to [19(f)] above, VXT subsequently changed his tune and claimed that initially, the vendor of the gasoil was D&N, hence DDHP paid the deposit to D&N. However, the vendor was later changed to ECPL and hence payments from DDHP were transferred from D&N to ECPL's bank account.

21 Contrary to his earlier stance in [19(e)] that he had no records, VXT was later able to recall and set out in his 20th affidavit filed on 11 September 2020 ("VXT's 20th affidavit") [\[note: 2\]](#) other parties who paid ECPL for petrol purchased from D&N.

22 The plaintiff further alleged that both VXT and Dinh failed to comply with their disclosure obligations under the First and Second *Mareva* Orders (see [4] above).

23 In the case of VXT, the plaintiff asserted that he breached the First Discovery Order by falsely claiming that D&N's OCBC Account No. ending 7301 did not fall within the ambit of the order despite the clear wording. The plaintiff was prompted to obtain the Third Discovery Order before it was able

to obtain directly from OCBC the account statements of the said OCBC account. The account statements of the said OCBC account revealed 156 transactions with deposits totalling around USD76m in value while withdrawals amounted to around USD54m. VXT claims that those transactions were 'unrecorded' while there were another 58 transactions that he 'could not recall'.

24 The bank statements that VXT originally disclosed were primarily loan servicing or "conduit" accounts through which large sums were deposited for 1–2 days and then withdrawn leaving a small balance on each occasion. The plaintiff applied for discovery contending that VXT and/or ECPL and D&N had not disclosed bank accounts where they kept their income or savings.

25 VXT claimed that he, ECPL and D&N have no or negligible assets. This claim did not sit well with the fact that VXT had declared that his personal/household expenses exceeded SGD25,000.00 a month. [\[note: 3\]](#) Realising his error subsequently, VXT then did a *volte face* and claimed that his/household expenses were paid by his wife Dinh. He deposed in his 11th affidavit filed on 24 March 2019 ("VXT's 11th affidavit") [\[note: 4\]](#) that he sold off his shares in TUTP Pte Ltd and his 1% interest in the couple's matrimonial home at 33 Leonie Hill Road ("the Leonie Hill property") to Dinh for SGD103,000.00 allegedly in order to pay off his debts.

26 It was VXT's above actions that prompted the plaintiff to add Dinh to these proceedings as the Fourth defendant and thereafter to apply for and obtain the Second *Mareva* Order against her.

27 VXT's breaches were blatant. Despite selling his two assets listed in [25] to Dinh, VXT denied that he had breached the First *Mareva* Order, claiming that he did it as he was in financial trouble.

28 In his 12th affidavit filed on 29 May 2019, he deposed to what has been set out at [19(d)] above. He did not deny that he had deleted emails between the first to third defendants and DDHP as the plaintiff alleged. He claimed that he deleted those emails because he had already forwarded those messages to his part-time assistant Emily and he knew she would have a soft copy thereafter.

29 VXT disclosed that ECPL held five bank accounts in Singapore (with UOB, OCBC and DBS) none of which had balances that exceeded USD5,000.00. He himself only had an account with UOB, *ie*, UOB Account No. ending 5135, which had a credit balance of SGD16,951.86. VXT disclosed that a sum of SGD16,251.68 in this account belongs to ECPL. This sum had been remitted to his personal account by Food Republic Pte Ltd, the food court operator for the stall that he operated. He blamed the First *Mareva* Order as the cause for his not being able to continue running the stall. VXT added that he has a joint OCBC Account No. ending 2001 with Dinh which had a balance of SGD9,385.00.

30 It was only in VXT's 18th affidavit that he finally decided to comply with the terms of the discovery order made against him and filed his supplemental list of documents. In Schedule 1 therein, he listed Dinh's bank statements with Eximbank for 2013–2018 together with the bank statements of ECPL's accounts with UOB, DBS and OCBC.

31 Initially, after the plaintiff obtained the Second *Mareva* Order, Dinh went to great lengths to claim that she was a woman of substance/wealth who could afford to maintain her family and VXT in style. Her claims included having her own business with Vietnamese associates who paid her large amounts in cash which were hand-carried to Singapore and hence not reflected in her bank statements.

32 In Dinh's first affidavit filed on 22 April 2019 to set aside the Second *Mareva* Order ("the setting aside affidavit"), she had *inter alia* deposed that:

(a) She had owned 99% of the Leonie Hill property since she purchased it in 2016. She paid SGD549,726.00 for the Leonie Hill property from her life savings, gifts from relatives, a bank housing loan and using her CPF savings. She alone serviced the housing loan instalments;

(b) She bought over VXT's 1% interest in the Leonie Hill property as well as his shares in TUTP Pte Ltd in cash as he was in financial difficulties. The price she paid for his shares of SGD94,000.00 approximated the net book value of the company based on its balance sheets. However, she allowed him to continue running the company;

(c) To avoid the need to re-execute a fresh mortgage for the lending bank's housing loan, she did not disclose to the lender the 1% interest in the Leonie Hill property that she purchased from VXT and neither was her purchase told to the Singapore Land Authority ("SLA") nor was it reflected in their records.

33 In her second affidavit filed on 14 May 2019 in response to the plaintiff's affidavit of Jesper Harum filed on 6 May 2019, Dinh claimed [\[note: 5\]](#) that she is a university graduate and has income not only from her businesses in Singapore but also from *ad hoc* projects with her partners in Vietnam. Her partners would bring to Singapore her share of the profits in cash. She also has rich relatives in Vietnam who are very generous with her and similarly gave her cash as gifts.

34 Dinh deposed that she was able to lend at least USD200,000.00 to ECPL on 5 January 2016 at the beginning of ECPL's transactions with DDHP.

35 She disclosed [\[note: 6\]](#) that she had sold her shares in TUTP Pte Ltd on 19 March 2019 to one Le Ba Ngoc as the company was suffering losses and was paid the proceeds in Vietnam. The sale was after the First *Mareva* Order was granted (on 15 March 2019).

36 In her 7th affidavit filed on 17 June 2019 in support of her application for leave to appeal to the Court of Appeal (against this court's refusal to set aside the Second *Mareva* Order), Dinh deposed [\[note: 7\]](#) that she had found a bank statement that showed that she received SGD370,000.00 on 5 October 2016 from a business partner in Vietnam that enabled her to make the lump sum payment for the Leonie Hill property. This fact is not relevant to the issue of VXT's purported transfer of his interest in the Leonie Hill property to her in breach of the First *Mareva* Order.

37 In her application under Summons No 5069 of 2019 to vary the Second *Mareva* Order (that the Order be limited to VXT's 1% interest in the Leonie Hill property and to his shares in TUTP Pte Ltd), Dinh filed her 8th affidavit on 8 October 2019 ("Dinh's 8th affidavit") in which she deposed that she received at least SGD326,345.00 on or about 15 April 2016 from her sale of a previous flat she owned at Dunman Road. Again, this fact is irrelevant to the issue of VXT's breach of the First *Mareva* Order by attempting to transfer his assets to Dinh.

38 For the first time in Dinh's 8th affidavit, [\[note: 8\]](#) she deposed that her mother Hoang Thi Cham ("the Mother") was paying the monthly mortgage instalments and household expenses as she was not doing well.

39 The plaintiff subsequently applied in Summons No 5267 of 2019 ("Summons 5267") on 22 October 2019 for a discovery order against all four defendants in aid of the two *Mareva* Orders. The plaintiff wanted discovery from Dinh of all her income/funds, her income sources, details of all her businesses, her accounts with OCBC, UOB and Exim Bank etc. It was a very comprehensive discovery

request.

40 On 15 November 2019, Dinh filed her 9th affidavit in response to Summons 5267 where she *inter alia* deposed [\[note: 9\]](#) that:

- (a) her employer (TPDN where she is a director since 2017) does not pay her a salary but only her CPF contributions;
- (b) she no longer had businesses in Vietnam and had closed her Vietnamese bank account;
- (c) she did not keep track of money she received from her rich relatives;
- (d) the source of money for her expenses was/is the Mother. Before the Second *Mareva* Order, the Mother would pass the money to her. After the Second *Mareva* Order, the Mother paid the expenses directly or passed the money to Dinh's children, niece and nephew;
- (e) she had already given discovery to the plaintiff of her bank account(s);
- (f) she did not have a safe deposit box;
- (g) she had given discovery of her income tax returns;
- (h) she would not give discovery of her CPF account as the money therein belongs to her and cannot be seized by her creditors;
- (i) her company TPDN is dormant and has no bank account/statements;
- (j) she does not own shares and hence does not have a Central Depository ("CDP") account;
- (k) she has no rental income and does not own credit cards;
- (l) it was the Mother who paid the plaintiff the costs of SGD6484.40 ordered against her after the Second *Mareva* Order took effect.

41 It is noteworthy that when she was faced with Summons 5267 (see [39] above), Dinh suddenly became impecunious overnight and the Mother became the financier of her family's household expenses and housing loan.

42 In VXT's 20th affidavit, he had deposed [\[note: 10\]](#) that he was unable to furnish more details of D&N's payments from unidentified sources or unrecorded transactions because they were not inter-company transactions. In his earlier affidavit filed on 13 June 2018, [\[note: 11\]](#) VXT deposed in regard to the discrepancies the plaintiff had noted between payment records and proforma invoices, that sometimes DDHP paid less than the amounts in the proforma invoices. Because of the shortfall in payments, he claimed that DDHP still owed money to the first three defendants.

43 VXT added (in VXT's 20th affidavit) that he was unable to provide his CPF statements which were more than 15 months old as the CPF system did not allow for such earlier retrieval. Both VXT and the Fourth defendant initially took the position (presumably on legal advice) that they were not obliged to disclose their CPF balances as the law stipulated that their CPF funds were not available for satisfaction of judgment creditors' claims.

44 At the hearing on 23 October 2020 ("the first hearing"), counsel for the plaintiff ("Mr Yap") informed the court [\[note: 12\]](#) that contrary to what VXT claimed in VXT's 20th affidavit, he had applied online to obtain his own CPF statements for a ten year period and he encountered no difficulties in retrieving his CPF statements for the years going back to 2010. Hence, Mr Yap submitted that VXT and Dinh both lied in their respective affidavits filed on 11 September 2020.

45 Mr Yap's action in [44] as well as the contents in Lison's second affidavit (which set out VXT's and Dinh's breaches of the various orders of court) galvanised VXT and Dinh into action. The couple hastily filed a joint affidavit on 26 October 2020 (before the second hearing the following day) where they deposed that they were indeed able to retrieve their CPF statements (which they exhibited) for the years 2016 to 2019. VXT added that although he had sold his 1% interest in the Leonie Hill property to Dinh, he nevertheless continued to allow his CPF contributions to be used to service the housing loan. VXT treated it as an advance to Dinh, knowing that his CPF contributions would be refunded to him when the Leonie Hill property is sold. VXT and Dinh concluded the joint affidavit on 26 October 2020 by stating in paragraph 8:

We are remorseful if indeed we have inadvertently breached some of the court orders.

46 Mr Yap submitted that VXT had been lying in all his previous affidavits where he said that no payments were ever made into D&N's bank account by DDHP. In VXT's 11th affidavit, he had stated at paragraph 13:

Although the 3rd Defendant is a BVI company, it was not used for any illegal purposes. In fact, I have voluntarily owned up that the 3rd Defendant was under my control. Also, all payments by DDHP to the 1st and 3rd Defendants went into the DBS bank account of the 1st Defendant

Mr Yap pointed out that the OCBC bank statements of D&N that the plaintiff obtained directly from the company's bankers [\[note: 13\]](#) showed "staggering amounts" withdrawn including USD290,000.00 and USD300,000.00 on 4 and 11 January 2016 respectively. In a joint affidavit filed on 25 June 2020, VXT and Dinh had deposed that the aforesaid two sums were deposited into ECPL's bank account. While there appeared to be corresponding deposits into ECPL's DBS Account No. ending 5022, [\[note: 14\]](#) VXT and Dinh deposed that those deposits into ECPL's account were from DDHP and not D&N. When the plaintiff pointed out this inconsistency in Lison's second affidavit, [\[note: 15\]](#) VXT deposed [\[note: 16\]](#) in VXT's 20th affidavit that payments by DDHP were made into D&N's bank account, before being transferred to ECPL's bank account. In so deposing, VXT contradicted his original statement in VXT's 11th affidavit that *all* payments by DDHP went into ECPL's bank account (see also [19(f)] and [20] above).

47 Indeed, the plaintiff's skeletal submissions [\[note: 17\]](#) pointed out that more than USD250m flowed through just three (out of 21) bank accounts which VXT operates/operated from 2016 to 2019 namely ECPL's DBS Account No. ending 5022, D&N's OCBC Account No. ending 7301 and TUTP's DBS Account No. ending 6022.

48 In Lison's affidavit filed on 8 October 2020 ("Lison's third affidavit"), he had exhibited VXT's tax returns for the Year of Assessment 2017. [\[note: 18\]](#) It was noted therefrom that VXT earned SGD166,000.00 in 2016. VXT had initially resisted producing his 2020 tax returns but did so after the plaintiff filed the Committal Application. His tax returns for 2018 [\[note: 19\]](#) showed that he earned

SGD156,000.00 in 2017 whilst his 2020 tax returns [\[note: 20\]](#) showed that he earned SGD99,393.00 in 2019. Yet, throughout his affidavits, VXT claimed to be "impecunious". Moreover, the living/household expenses of VXT and the Fourth defendant were inconsistent with his professed impecuniosity. Indeed, the expenses served to support the plaintiff's contention that VXT had failed to disclose hidden sources of income.

49 In VXT's 20th affidavit, he further deposed [\[note: 21\]](#) that he had been employed by a Vietnamese company called Investment Mining Port Joint Stock Company ("IMPJSC") since 1 May 2019 but of his salary of SGD8,000.00, he was only paid his CPF contributions of SGD2,220.00 and not the difference of SGD5,780.00. VXT claimed that it was due to the fact that he had not been able to develop the businesses of IMPJSC or find investors for them in port management, mining and manufacturing of gloves. He deposed that he expected to be paid his outstanding salary once he concluded a 'deal' for his employer with a Malaysian glove manufacturer.

50 In the same vein, the Fourth defendant deposed [\[note: 22\]](#) that her employer (between 1 July 2019 and May 2020) a shipping company called Vietnam Gas and Chemicals Transportation Corporation, did not pay her monthly salary of SGD6,000.00 but only her CPF contributions of SGD2,220.00 each month using AXS machines.

51 Similarly, Dinh refused to produce her 2020 tax returns before the Committal Application was filed. Dinh's tax returns were also exhibited in Lison's third affidavit. [\[note: 23\]](#) Her tax returns showed that she earned SGD60,000.00 in 2013 as well as in 2014, SGD82,000.00 in 2015, SGD122,000.00 in 2016, in 2017 and in 2018 and SGD72,000.00 in 2019.

52 Presumably, in a bid to avoid committal, VXT's 18th affidavit was in purported compliance with the terms of the discovery order made against him in that he filed his supplemental list of documents (see [30] above).

The Committal Application

The law

53 The law on contempt by disobedience of court order under s 4(1)(a) of the Administration of Justice (Protection) Act 2016 (Act 19 of 2016) ("the AJPA") provides:

Contempt by disobedience of court order or undertaking, etc.

4.—(1) Any person who —

(a) intentionally disobeys or breaches any judgment, decree, direction, order, writ or other process of a court; or

...

commits a contempt of court.

54 Sections 4(3)(a) and 4(7) of the AJPA go on to state:

(3) Without prejudice to the generality of subsection (1), a person commits a contempt of court if the person —

(a) being legally bound to produce or deliver any document to the court, intentionally omits to so produce or deliver up the document;

...

...

(7) To avoid doubt, contempt of court referred to in subsection (3) may not be waived.

55 Section 6 of the AJPA applies to contempt by corporations. It states under s 6(2) of the AJPA:

Contempt by corporations

6.—(1) ...

(2) Where a corporation commits contempt of court under this Act, a person —

(a) who is —

(i) an officer of the corporation, or a member of a corporation whose affairs are managed by its members; or

(ii) an individual who is involved in the management of the corporation and is in a position to influence the conduct of the corporation in relation to the commission of the contempt of court; and

(b) who —

(i) consented or connived, or conspired with others, to effect the commission of the contempt of court;

(ii) is in any other way, whether by act or omission, knowingly concerned in, or is party to, the commission of the contempt of court by the corporation; or

(iii) knew or ought reasonably to have known that the contempt of court by the corporation (or contempt of court of the same type) would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that contempt of court,

shall be guilty of the same contempt of court as is the corporation, and shall be liable on being found guilty of contempt of court to be punished accordingly.

56 Order 45 r 5(1) of the Rules of Court (Cap 322, R 5, 2014 Rev Ed) (“Rules Of Court”) was also relied on by the plaintiff. It states:

Enforcement of judgment to do or abstain from doing an act (O. 45, r. 5)

5.—(1) Where —

(a) a person required by a judgment or order to do an act within a time specified in the judgment or order refuses or neglects to do it within that time or, as the case may be, within that time as extended or abridged under Order 3, Rule 4; or

(b) a person disobeys a judgment or order requiring him to abstain from doing an act,

then, subject to these Rules, the judgment or order may be enforced by one or more of the following means:

(i) with the leave of the Court, an order of committal;

(ii) where that person is a body corporate, with the leave of the Court, an order of committal against any director or other officer of the body;

...

57 As VXT is the director and/or *alter ego* of ECPL and D&N, he would be personally liable for contempt of court by the two corporate entities. It was also this court's view that neither VXT nor Dinh could invoke the (only) defence set out under s 21 of the AJPA. It states:

Honest and reasonable mistake

21. A person is not guilty of contempt of court under section 4(1), (2) or (3) if the person satisfies the court that the failure or refusal to comply with a judgment, order, decree, direction, writ or other process of court or any undertaking given to a court was wholly or substantially attributable to an honest and reasonable failure by that person, at the relevant time, to understand an obligation imposed on the person bound by the judgment, order, decree, direction, writ, process or undertaking and that that person ought fairly to be excused.

58 The burden of proof that the plaintiff must discharge in the Committal Application is set out under s 28 of the AJPA. It states:

Standard of proof for contempt of court

28. The standard of proof for establishing contempt of court is that of beyond reasonable doubt.

59 The punishment for contempt of court is set out under s 12 of the AJPA and includes fines as well as terms of imprisonment.

The court's findings

60 There was little doubt from the numerous affidavits filed in these proceedings that the plaintiff had discharged the requisite burden of proof to warrant the court making a finding that VXT and the Fourth defendant were in contempt of court.

61 The history of the events that led the plaintiff to file the Committal Application are set out in paragraphs 18 to 28 of Lison's second affidavit while paragraphs 29 to 58 of his same affidavit set out the various orders of court and the timelines for compliance that the defendants had repeatedly and intentionally breached. It would not be necessary to repeat those paragraphs in Lison's second affidavit as the breaches by VXT of the First *Mareva* Order and by the Fourth defendant of the Second *Mareva* Order were set out earlier at [9] and [10] respectively.

62 The purpose of committal proceedings is twofold – (i) to ensure compliance with orders of court (see O 45 r 5(1) of the Rules of Court at [56] above) and (ii) to punish the offender for his contempt

(see O 52 r 1 of the Rules of Court). Committal proceedings are usually a remedy of last resort when all other attempts to make the offender comply with orders of court fail, which was the case here (see *Mok Kah Hong v Zheng Zhuan Yao* [2016] 3 SLR 1 ("*Mok Kah Hong*") at [96]).

63 In *Mok Kah Hong*, the Court of Appeal held at [85]–[86] (citing *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC and others* [2007] 2 SLR(R) 518 at [31]–[32] and [51]):

... [T]he applicable standard of proof to *both* criminal and civil contempt is that of the *criminal* standard of proof beyond reasonable doubt ... [A]s regards the issue of the requisite *mens rea* to establish contempt for disobedience of court orders, it is accepted that it is only necessary to prove that the relevant conduct of the party alleged to be in breach of the court order was *intentional* and that it *knew* of all the facts which made such conduct a breach of the order ...

[emphasis in original]

64 The appellate court at [110] of *Mok Kah Hong* had this to say:

... [I]t is acknowledged that courts do take into account any genuine attempts on the part of the alleged contemnor to comply with the judgment or order. Typically, a lower (or suspended) sentence will be imposed in cases where the alleged contemnor had demonstrated substantive attempts to effect compliance. The corollary to that would be the imposition of a higher sentence in cases where the alleged contemnor acts in contumelious disregard of the judgment or order and makes *no* attempt whatsoever to effect compliance, or worse still, takes *positive steps* to frustrate the effect of the order of court ...

[emphasis in original]

65 The extenuating circumstance raised by the Court of Appeal in *Mok Kah Hong* (see [64] above) was absent in this case nor can it be said that the contempt of court committed by VXT and Dinh were "wholly or substantially attributable to an honest and reasonable failure" to understand their discovery obligations (see s 21 of the AJPA at [57] above). To borrow the words of the appellate court at [111] in *Mok Kah Hong*, VXT and Dinh had a history of acting in flagrant disregard of orders made by the court. Almost all the egregious factors which were employed by the courts to impose a stiff sentence on the contemnors in the cases cited herein can be found on the facts of this case.

66 Another case that the plaintiff relied on where the contemnor was sentenced to a term of imprisonment was *OCM Opportunities Fund II, LP and others v Burhan Uray (alias Wong Ming Kiong) and others* [2005] 3 SLR(R) 60 ("*OCM Opportunities*"). As in this case, *OCM Opportunities* involved various breaches of a *Mareva* injunction that had been obtained by the plaintiffs against the defendants. In holding that all five heads of contempt as set out by the plaintiffs had been proven beyond reasonable doubt, Belinda Ang J made the following helpful observations at [37]:

... The evidence compelled a conclusion that the contemnors had committed contempt of court by deliberately disobeying the various orders. There was no explanation or no good explanation providing a justifiable excuse for non-compliance with the various orders. The majority defendants' single-minded objective to avoid disclosing the true value of their assets could not be condoned. That was, in my judgment, clear defiance of the authority of the court ... It was necessary in the circumstances of this case, given all that had transpired, to uphold and enforce lawful orders of the court. Imprisonment, as opposed to a fine, was appropriate as there was no other effective means to ensure compliance. Each contemnor was adjudged guilty of contempt of court and was committed to imprisonment for six months ...

67 This court had also sentenced a contemnor to a term of imprisonment of three months in *Toyota Tsusho (Malaysia) Sdn Bhd v Foo Tseh Wan and others* [2017] 4 SLR 1215 (“*Toyota Tsusho*”) for his flagrant disregard of his discovery obligations in a *Mareva* Order that the plaintiff obtained against him.

68 There is great similarity in the conduct of the contemnors in *Mok Kah Hong, OCM Opportunities* and *Toyota Tsusho* and in this case. At the risk of repetition, VXT and his wife Dinh intentionally refused to comply with any/all of the orders listed at [9] and [10] above. At every turn, they were bent on ensuring that the plaintiff would not be able to recover a single cent of their claim for damages. To achieve their aim, the couple were prepared to and did lie brazenly in order to avoid giving discovery of their and the assets of ECPL and D&N. They acted in contumelious disregard of their discovery obligations not once or twice but on multiple occasions and maintained their lies repeatedly as can be seen in the paragraph below. To add insult to injury, their counsel invited the plaintiff [\[note: 241\]](#) to institute committal proceedings against the two defendants for such breaches.

69 If not for the gravity of the matter and the serious implications arising therefrom, the extent of the couple’s lying would be laughable. It was naive and/or disingenuous of VXT and Dinh to expect the court to believe the following claims, all of which were mere bare assertions:-

(a) VXT conducted his multi-million dollar business without any documentation whatsoever save for bank statements as he outsourced the paperwork (see [19(a)], [19(b)] and [19(e)] above);

(b) VXT’s handphone was damaged and he had discarded it (see [19(c)] above);

(c) VXT had forgotten the password(s) to his email account(s) and/or emails were deleted and/or there were no emails because all his communication was oral including agreement on contracts and/or variation of contracts (see [19(d)] above);

(d) Payments for gasoil supplies from DDHP went into the bank account of ECPL instead of D&N (see [19(f)] and [20] above);

(e) VXT and Dinh’s claim that the Mother paid for the couple’s household expenses of more than SGD25,000.00 per month. It is noteworthy that the monthly mortgage instalment alone is SGD14,000.00. Dinh had claimed parent relief for the Mother in her 2020 tax returns. When Lison’s third affidavit pointed this out, Dinh sought to explain she had made a mistake and would correct it;

(f) Dinh’s claim that her rich relatives came to Singapore carrying bags of cash to pass to her without details of the currency involved and the frequency of such visits. It should be noted that the Vietnamese currency Dong approximates VND17,000.00 to SGD1.00 and the equivalent of SGD25,000.00 would be VN425,000,000.00;

(g) Dinh’s claim that like VXT, she suddenly became impecunious overnight when the plaintiff applied for discovery against her pursuant to the Second *Mareva* Order;

(h) The couple’s common assertion that their employers do not pay/have not paid their salaries but only their CPF contributions which was done via AXS machines without the issuance of receipts. Such employers would have been prosecuted by the Ministry of Manpower.

70 The plaintiff had produced evidence that proved beyond a reasonable doubt all the lies of the

couple made under oath. In particular, VXT's claims that D&N did not receive payments from DDHP (see [46] above) were refuted by the bank statements of D&N that the plaintiff obtained directly from OCBC.

71 The couple was also proven to have lied in their claim that they were unable to obtain their CPF transactions statements from the CPF Board (see [43] –[45] above).

72 Presumably due to legal advice that they received that a judgment creditor cannot seize a judgment debtor's CPF contributions, the couple thought that it would be safe to disclose their CPF contributions but not their salaries as the plaintiff could not have recourse to their CPF contributions for satisfaction of any judgment or costs orders. However, if their CPF transactions statements showed contributions, it would prove that they were lying as it meant that they had earned income and were not impecunious. Indeed, the tax returns of VXT and Dinh (as set out at [48] and [51] respectively) gave the lie to their claim to having no income.

73 As Mr Yap pointed out at the first hearing, [\[note: 25\]](#) the plaintiff's request for the couple's CPF transactions (not contributions) history was not intended to seize their CPF contributions but to verify who and to what extent the couple had used their CPF contributions to pay for the Leonie Hill property and/or to service the mortgage instalments. It was also to verify if the CPF contributions were 'voluntary' as the couple claimed.

74 VXT had a food court business which generated income which he failed to disclose. In fact, he committed a further breach by diverting a sum of SGD16,251.68 paid by the food court operator into ECPL's bank account (frozen by the first *Mareva* Injunction) to his own UOB account. This showed that he was a man who clearly defied court orders.

75 Caselaw makes it clear that the couple's bald assertions and denials of commission would not suffice to excuse them from their breaches of the orders of court. In *Mok Kah Hong* at [112], the Court of Appeal rejected the explanation of the contemnor as "no documentary evidence was adduced in support of his bald assertion". In other contexts, the court has rejected bald assertions unsubstantiated by evidence (see *Wong Ser Wan v Ng Bok Eng Holdings Pte Ltd and another* [2004] 4 SLR (R) 365 at [30], cited with approval in the Court of Appeal decision of *Ng Bok Eng Holdings Pte Ltd and another v Wong Ser Wan* [2005] 4 SLR (R) 561 at [24]) and exaggerated claims with no documentary evidence provided in support (*Sun Electric Pte Ltd v Menrva Solutions Pte Ltd* [2020] 4 SLR 978 at [137]).

76 In submissions, Mr Yap cited the cases referred to at [62] [66] and [67] above as well as *Maruti Shipping Pte Ltd v Tay Sien Djim and others* [2014] SGHC 227, *Precious Wishes Limited v Sinoble Metalloy International (Pte) Ltd* [2000] SGHC 5, *Technigroup Far East Pte Ltd and another v Jaswinderpal Singh s/o Bachint Singh and others* [2018] 3 SLR 1391 and *Cartier International BV v Lee Hock Lee and another application* [1992] 3 SLR(R) 340 to give an indication of the range of prison terms imposed by courts (three to eight months) for contempt of court. The plaintiff submitted that the appropriate punishment in this case would be a jail term of between six to eight months.

77 It bears repeating that VXT and Dinh deliberately and continuously breached the various court orders that were the subject of the Committal Application. Obviously, they had no compunctions of lying to the extent they did throughout the affidavits that they filed in these proceedings. Their egregious conduct was hardly inadvertent as they claimed (see [45] above).

78 Notwithstanding the court's dim view of their conduct, the court nevertheless still afforded VXT and Dinh an opportunity to make good their obligations of disclosure. Hence the court made the

following orders in regard to VXT for the Committal Application:

(a) VXT is committed to seven months' imprisonment for contempt of court but the committal order is suspended for seven days provided VXT complies with all his disclosure obligations under the orders of court 6803/2018, 7739/2018, 1821/2019 and 2111/2020 by 5 pm of Monday 2 November 2020;

(b) VXT is to pay the plaintiff the outstanding costs amounting to SGD37,485.18 by 5 pm of Friday 6 November 2020.

(c) VXT together with the other three defendants (on a joint and several basis) is to pay the plaintiff the costs of this application fixed at SGD16,000.00 excluding disbursements which are to be paid on a reimbursement basis.

79 As for Dinh, the court made the following order:

The Fourth defendant is committed to five months' imprisonment for contempt of court but the committal order is suspended for seven days provided the Fourth defendant complies with all her disclosure obligations under the three orders of court named (at [10] above) by 5 pm of Monday 2 November 2020.

Based on all the authorities cited, the court was of the view that seven months' and five months' imprisonment were appropriate for VXT and Dinh respectively.

The Striking Out Application

80 In regard to the Striking Out Application, the plaintiff cited the appellate court's decision in *Mitora Pte Ltd v Agritrade International (Pte) Ltd* [2013] 3 SLR 1179 ("*Mitora*") for the guiding principles when such a draconian sanction should be imposed.

81 In this connection, it should be noted that D&N did not file a defence at all to the plaintiff's statement of claim. ECPL's defence and counterclaim (Amendment No 1) filed on 12 March 2020 either denied or put the plaintiff to strict proof of its allegations. ECPL's counterclaim was for USD423,000.00 for the demurrage it paid for detention (for which it claimed it was not contractually liable to the plaintiff). VXT's defence (Amendment No 2) filed on 12 March 2020 either (i) did not plead to the plaintiff's allegations, (ii) denied the allegations and/or (iii) put the plaintiff to strict proof. As for the Fourth defendant's defence filed on 23 June 2020, she essentially denied the plaintiff's allegations.

82 The court is mindful that the Striking Out Application did not involve the defendants' non-compliance with an "unless order" which non-compliance would have been an even more serious breach on the part of VXT and Dinh.

83 The Striking Out Application (see [7] above) had included an alternative prayer that there be an order that, unless the defendants do, within seven days of the date of the order of court to be made herein, comply in full with the orders of court set out in [9] and [10], the defendants' pleadings should be struck out and (i) interlocutory judgment be entered for the plaintiff without further order against ECPL and VXT with costs of the action and for damages to be assessed; (ii) final judgment be entered for the plaintiff against Dinh with costs of the action and (iii) interlocutory judgment be entered in default of defence against D&N with costs of the action and for damages to be assessed pursuant to O 19 r 7(2) of the Rules of Court.

84 The appellate court had in *Mitora* at [35]–[41] set out the criteria when a court would exercise its power to strike out pleadings for breach of an “unless order”. The guiding principle was that of proportionality. The onus was on the defaulting party to demonstrate that the breach had not been intentional and contumelious. As observed in [65] earlier, neither VXT nor Dinh could avail themselves of the defence set out in s 21 of the AJPA nor the extenuating factor the Court of Appeal raised in *Mok Kah Hong*.

85 Even so, the court did not grant the Striking Out Application immediately – instead, it made an “unless order” as follows:

If VXT and Dinh fail to comply with the orders made in the Committal Application by 5 pm of Monday 2 November 2020, the Striking Out Application would be granted without further order.

86 Instead of complying with the directions made under the Committal and Striking Out Applications, VXT and Dinh as well as the other two corporate defendants chose to appeal.

Annex A: ORC 6803/2018 made in Registrar’s Appeal No 200 of 2018

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No 844 of 2017

Between

BTS Tankers Pte
Ltd

... *Plaintiff*

And

- (1) Energy & Commodity Pte Ltd
- (2) Vu Xuan Thu
- (3) D&N Trading & Consultancy
Limited

... *Defendants*

SCHEDULE 1

DISCRETE DOCUMENTS

The following apply in relation to this Schedule 1:

I. Unless otherwise stated, the terms used in Schedule 1 are references to terms used in the 3rd Affidavit of Jesper Haurum filed in support of this Application.

II. In light of the Admission of Relationship and Control, insofar as any of the Defendants is mentioned, it is a reference also to all of the Defendants.

III. Definitions:

“**correspondence**” means, without limitation, emails, text messages, letters, minutes of meetings and any other form of written communication on any messaging platform or otherwise

“**documents**” means, without limitation, all communication, records and/or ideas put in writing including contracts and agreements and drafts of the same

A. Documents relating to the Christina Shipment

1. DDHP Sale Contracts:

(i) In relation to DDHP Sale Contract Ref. DNDDMGTT/180116 for “60,700 barrels” of Cargo:

a) Clause 10: all correspondence and/or documents exchanged between D&N and DDHP in relation to the discussion and confirmation of the price “fixed at MOPS + 4.8USD per barrel”;

b) Clause 11: the “buyer’s final acceptance”/ “confirmation” provided by DDHP to D&N; the “proforma invoice prior discharging” given by D&N to DDHP; and payment records such as bank statements reflecting the “T/T remittance” of the amount reflected in the “proforma invoice”, and all correspondence and/or documents in relation to the aforementioned;

c) Clause 18: the “5/2/1/0 days ETD and 3/2/1 days ETA” provided to DDHP by D&N by “telex or fax or email”;

d) Clause 20: the “agreement and/or confirmation in writing” from DDHP to D&N for the delivery of the Cargo later than the agreed date range of “24th – 25th January 2016”; and all correspondence and/or documents exchanged between D&N and DDHP concerning the “liquidated damages of 0.3% of the cargo value for every calendar day of delayed time... deducted from payment to [D&N]”;

e) Addendum (at paragraph 2): all correspondence and/or documents exchanged between D&N and DDHP in relation to the discussion and confirmation of the “fixed price of USD 51.26 per barrel”; the “proforma invoicing” using the “fixed price of USD 51.26 per barrel” issued by D&N to DDHP; all payment records such as bank statements reflecting the “advance payment” made by DDHP to D&N pursuant to the “proforma invoicing”; and all correspondence and/or documents exchanged between DDHP and D&N in relation to the

aforementioned;

- f) Addendum (at paragraph 3): all correspondence and/or documents exchanged between D&N and DDHP in relation to the fixing of the "actual price" including data from "Platt's Asia Pacific/Arab Gulf Marketscan for Gasoline 92 Ron Unleaded" and all calculations of the "average of 5 (five) quotations";
 - g) Addendum (at paragraph 4): all correspondence and/or documents exchanged between D&N and DDHP in relation to the "differential between the fixed price of USD 51.26 per barrel and actual price", including all payment records such as bank statements reflecting the "T/T remittance" of the said "differential" from DDHP to D&N;
 - h) All correspondence and/or documents exchanged between DDHP and the Defendants in relation to any variation of payment terms, any payment "practice" agreed upon between DDHP and the Defendants such as "to pay the [D]efendants about one week before the loading date" and to "collect an upfront payment from [DDHP] even before the contract with [DDHP] has been formally concluded" and all related correspondence and/or documents;
- (ii) In relation to DDHP Sale Contract Ref. DNDDMGLC/180116 for "17,300 barrels" of Cargo:
- a) Clause 10: all correspondence and/or documents exchanged between D&N and DDHP in relation to the discussion and confirmation of the price "fixed at Singapore MOPS + 2.5USD per barrel";
 - b) Clause 11: the "irrevocable letter of credit" issued in favour of D&N and all correspondence and/or documents exchanged between D&N and DDHP in relation to the "irrevocable letter of credit": including the "commercial invoice and usual original shipping document" to be presented, "seller's commercial invoice", "sell's [sic] letter of indemnity (LOI)" and all payment records such as bank statements reflecting monies transferred from DDHP to D&N in relation to the same;
 - c) Clause 12: all correspondence and/or documents exchanged between DDHP and D&N concerning the "Documents required under L/C";
 - d) Clause 19: the "5/2/1/0 days ETD and 3/2/1 days ETA" provided to DDHP by D&N by "telex or fax or email";
 - e) Clause 21: the "agreement and/or confirmation in writing" from DDHP to D&N for the delivery of the cargo later than the agreed date range of "24th - 25th January 2016"; and all correspondence and/or documents exchanged between D&N and DDHP concerning the "liquidated damages of 0.3% of the cargo value for every calendar day of delayed time... deducted from payment to [D&N]";
 - f) Addendum (at paragraph 2): all correspondence and/or documents exchanged between D&N and DDHP in relation to the discussion and confirmation of the "fixed price of USD 48.96 per barrel"; the "proforma invoicing" using the "fixed price of USD 48.96 per barre" issued by D&N to DDHP; all payment records such as bank statements reflecting the "advance payment" made by DDHP to D&N pursuant to the "proforma invoicing", and all correspondence and/or documents exchanged between DDHP and D&N in relation to the aforementioned;

g) Addendum (at paragraph 3): all correspondence and/or documents exchanged between D&N and DDHP in relation to the fixing of the "actual price" including data from "Platt's Asia Pacific/Arab Gulf Marketscan for Gasoline 92 Ron Unleaded" and all calculations of the "average of 5 (five) quotations";

h) Addendum (at paragraph 4): all correspondence and/or documents exchanged between D&N and DDHP in relation to the "differential between the fixed price of USD 48.96 per barrel and actual price", including all payment records such as bank statements reflecting the "T/T remittance" of the said "differential" from DDHP to D&N;

i) All correspondence and/or documents exchanged between DDHP and the Defendants in relation to any variation of payment terms, any payment "practice" agreed upon between DDHP and the Defendants such as "to pay the [D]efendants about one week before the loading date" and to "collect an upfront payment from [DDHP] even before the contract with [DDHP] has been formally concluded" and all related correspondence and/or documents;

(iii) All correspondence and/or documents exchanged between D&N and DDHP (pre, during and post the contracts mentioned at (i) and (ii) above) relating to (a) discussions on the term stating that the "seller will ship the cargo to the designated terminal, subject to buyer's final acceptance"; (b) the separation of the Cargo into two parcels; (c) the issuance of separate sale contracts and separate bills of lading; and (d) the stoppage of the discharging operation of the Cargo on board the Vessel and the detention of the said vessel and Cargo by the Vietnamese Authorities on or about 29 January 2016;

(iv) All payment records of D&N and ECPL relating to the contracts mentioned at (i) and (ii) above, including but not limited to bank account statements, the company's accounting ledgers, record books, schedules and journals, receipts, invoices and vouchers showing, evidencing or recording all payments received from DDHP in respect of the cargo and the audited and unaudited accounts and financial statements of D&N and ECPL for the financial years 2015 to 2017.

2. The DBS Statement (as regards the Christina Shipment):

(i) All correspondence and/or documents exchanged between ECPL and/or D&N and DDHP pursuant to which payments of various sums pertaining to the "Christina" were made to ECPL's Account on 12, 19 and 20 January 2016.

B. Documents relating to the Camilla Shipment

3. DDHP Sale Contracts:

(i) In relation to DDHP Sale Contract Ref. EC-DDHP/2016/TT2 for "52,500 barrels" of cargo:

a) Clause 10: all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the price "fixed at Singapore MOPS + 4.8 USD per barrel";

b) Clause 11: the "buyer's final acceptance"/ "confirmation" provided by DDHP to ECPL; the "proforma invoice prior discharging" given by ECPL to DDHP; and payment records such as bank statements reflecting the "T/T remittance" of the amount reflected in the "proforma invoice", and all correspondence and/or documents in relation to the aforementioned;

- c) Clause 18: the "5/2/1/0 days ETD and 3/2/1 days ETA" provided to DDHP by ECPL by "telex or fax or email";
- d) Addendum (at paragraph 2): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the "fixed price of USD 44.53 per barrel"; the "proforma invoicing" using the "fixed price of USD 44.53 per barrel" issued by ECPL to DDHP; all payment records such as bank statements reflecting the "advance payment" made by DDHP to ECPL pursuant to the "proforma invoicing"; and all correspondence and/or documents exchanged between DDHP and ECPL in relation to the aforementioned;
- e) Addendum (at paragraph 3): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the fixing of the "actual price" including data from "Platt's Asia Pacific/Arab Gulf Marketscan for Gasoil 0.05 % S" and all calculations of the "average of 5 (five) quotations";
- f) Addendum (at paragraph 4): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the "differential between the fixed price of USD 44.53 per barrel and actual price", including all payment records such as bank statements reflecting the "T/T remittance" of the said "differential" from DDHP to ECPL;
- g) All correspondence and/or documents exchanged between DDHP and the Defendants in relation to any variation of payment terms, any payment "practice" agreed upon between DDHP and the Defendants such as "to pay the [D]efendants about one week before the loading date" and to "collect an upfront payment from [DDHP] even before the contract with [DDHP] has been formally concluded" and all related correspondence and/or documents;
- (ii) In relation to DDHP Sale Contract Ref. EC-DDHP/2016/LC2 for "15,000 barrels" of cargo:
- a) Clause 10: all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the price "fixed at Singapore MOPS + 2.5 USD per barrel";
- b) Clause 11: all correspondence and/or documents exchanged between ECPL and DDHP in relation to the "irrevocable letter of credit" and all payment records such as bank statements reflecting monies transferred from DDHP to ECPL in relation to the L/C (and/or any variation to the payment term);
- c) Clause 19: the "5/2/1/0 days ETD and 3/2/1 days ETA" provided to DDHP by ECPL by "telex or fax or email";
- d) Addendum (at paragraph 2): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the "fixed price of USD 44.90 per barrel"; the "proforma invoicing" using the "fixed price of USD 44.90 per barrel" issued by ECPL to DDHP; all payment records such as bank statements reflecting the "advance payment" made by DDHP to ECPL pursuant to the "proforma invoicing", and all correspondence and/or documents exchanged between DDHP and ECPL in relation to the aforementioned;
- e) Addendum (at paragraph 3): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the fixing of the "actual price" including data from

"Platt's Asia Pacific/Arab Gulf Marketscan for "Gasoil 0.05 % S"" and all calculations of the "average of 5 (five) quotations";

f) Addendum (at paragraph 4): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the *"differential between the fixed price of USD 44.90 per barrel and actual price"*, including all payment records such as bank statements reflecting the *"T/T remittance"* of the said *"differential"* from DDHP to ECPL;

g) All correspondence and/or documents exchanged between DDHP and the Defendants in relation to any variation of payment terms, any payment *"practice"* agreed upon between DDHP and the Defendants such as *"to pay the [D]efendants about one week before the loading date"* and to *"collect an upfront payment from [DDHP] even before the contract with [DDHP] has been formally concluded"* and all related correspondence and/or documents;

(iii) All correspondence and/or documents exchanged between ECPL and DDHP (pre, during and post the contracts mentioned at (i) and (ii) above) relating to (a) discussions on the term stating that the *"seller will ship the cargo to the designated terminal, subject to buyer's final acceptance"*; (b) the separation of the cargo into two parcels; and (c) the issuance of separate sale contracts and separate bills of lading;

(iv) All payment records of D&N and ECPL relating to the contracts mentioned at (i) and (ii) above, including but not limited to bank account statements, the company's accounting ledgers, record books, schedules and journals, receipts, invoices and vouchers showing, evidencing or recording all payments received from DDHP in respect of the cargo and the audited and unaudited accounts and financial statements of D&N and ECPL for the financial years 2015 to 2017.

4. The DBS Statement (as regards the Camilla Shipment):

(i) All correspondence and/or documents exchanged between ECPL and/or D&N and DDHP pursuant to which payments of various sums pertaining to the *"Camilla"* were made to ECPL's Account on 5, 11 and 12 January 2016.

5. The contract(s) pertaining to the proforma invoice dated 8 January 2018 reflecting a price of *"\$42.23 USD/BBL"*:

(i) All contract(s) and other agreement(s) between ECPL and DDHP pursuant to which the proforma invoice reflecting the price *"42.23 USD/BBL"* was issued;

(ii) All correspondence and/or documents exchanged between ECPL and DDHP in relation to the contract(s) and/or other agreement(s) mentioned at (i) above;

(iii) All payment records of D&N and ECPL relating to the contract(s) and/or other agreement(s) mentioned at (i) above, including but not limited to bank account statements, the company's accounting ledgers, record books, schedules and journals, receipts, invoices and vouchers showing, evidencing or recording all payments received from DDHP in respect of the cargo.

6. The contract with ref: EC-DDHP/2016/LC2 dated 8 January 2016 for the sale from D&N to DDHP of 15,000 barrels of *"Gasoil 0.05% S"*:

(i) All correspondence and/or documents exchanged between the Defendants and DDHP in

relation to the negotiations, formation, performance or cancellations (if applicable) of the said contract.

C. Documents relating to the Verity Shipment

7. DDHP Sale Contracts:

(i) In relation to DDHP Sale Contract Ref. EC-DDHP/2016/TT for the quantity of 52,500 barrels of cargo:

a) Clause 10: all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the price *"fixed at Singapore MOPS + 4.8 USD per barrel"*;

b) Clause 11: the *"buyer's final acceptance"/ "confirmation"* provided by DDHP to ECPL; the *"proforma invoice prior discharging"* given by ECPL to DDHP; and payment records such as bank statements reflecting the *"T/T remittance"* of the amount reflected in the *"proforma invoice"*, and all correspondence and/or documents in relation to the aforementioned;

c) Clause 18: the *"5/2/1/0 days ETD and 3/2/1 days ETA"* provided to DDHP by ECPL by *"telex or fax or email"*;

d) Clause 20: the *"agreement and/or confirmation in writing"* from DDHP to ECPL for the delivery of the cargo later than the agreed date range of *"10th - 12th January 2016"*; and all correspondence and/or documents exchanged between ECPL and DDHP concerning the *"liquidated damages of 0.3% of the cargo value for every calendar day of delayed time... deducted from payment to [ECPL]"*;

e) Addendum (at paragraph 2): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the *"fixed price of USD 47.20 per barrel"*; the *"proforma invoicing"* using the *"fixed price of USD 47.20 per barrel"* issued by ECPL to DDHP; all payment records such as bank statements reflecting the *"advance payment"* made by DDHP to ECPL pursuant to the *"proforma invoicing"*; and all correspondence and/or documents exchanged between DDHP and ECPL in relation to the aforementioned;

f) Addendum (at paragraph 3): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the fixing of the *"actual price"* including data from *"Platt's Asia Pacific/Arab Gulf Marketscan for Gasoil 0.05 % S"* and all calculations of the *"average of 5 (five) quotations"*;

g) Addendum (at paragraph 4): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the *"differential between the fixed price of USD 47.20 per barrel and actual price"*, including all payment records such as bank statements reflecting the *"T/T remittance"* of the said *"differential"* from DDHP to ECPL;

h) All correspondence and/or documents exchanged between DDHP and the Defendants in relation to any variation of payment terms, any payment *"practice"* agreed upon between DDHP and the Defendants such as *"to pay the [D]efendants about one week before the loading date"* and to *"collect an upfront payment from [DDHP] even before the contract"*

- with [DDHP] has been formally concluded"* and all related correspondence and/or documents;
- (ii) In relation to DDHP Sale Contract Ref. EC-DDHP/2016/TT for "15,000 barrels" of cargo:
- a) Clause 10: all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the price "*fixed at Singapore MOPS + 2.5 USD per barrel*";
 - b) Clause 11: all correspondence and/or documents exchanged between ECPL and DDHP in relation to the "*irrevocable letter of credit*" and all payment records such as bank statements reflecting monies transferred from DDHP to ECPL in relation to the L/C (and/or any variation to the payment term);
 - c) Clause 19: the "*5/2/1/0 days ETD and 3/2/1 days ETA*" provided to DDHP by ECPL by "*telex or fax or email*";
 - d) Clause 21: the "*agreement and/or confirmation in writing*" from DDHP to ECPL for the delivery of the cargo later than the agreed date range of "*10th to 12th January 2016*"; and all correspondence and/or documents exchanged between ECPL and DDHP concerning the "*liquidated damages of 0.3% of the cargo value for every calendar day of delayed time... deducted from payment to [ECPL]*";
 - e) Addendum (at paragraph 2): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the discussion and confirmation of the "*fixed price of USD 44.90 per barrel*"; the "*proforma invoicing*" using the "*fixed price of USD 44.90 per barrel*" issued by ECPL to DDHP; all payment records such as bank statements reflecting the "*advance payment*" made by DDHP to ECPL pursuant to the "*proforma invoicing*", and all correspondence and/or documents exchanged between DDHP and ECPL in relation to the aforementioned;
 - f) Addendum (at paragraph 3): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the fixing of the "*actual price*" including data from "*Platt's Asia Pacific/Arab Gulf Marketscan for Gasoil 0.05 % S*" and all calculations of the "*average of 5 (five) quotations*";
 - g) Addendum (at paragraph 4): all correspondence and/or documents exchanged between ECPL and DDHP in relation to the "*differential between the fixed price of USD 44.90 per barrel and actual price*", including all payment records such as bank statements reflecting the "*T/T remittance*" of the said "*differential*" from DDHP to ECPL;
 - h) All correspondence and/or documents exchanged between DDHP and the Defendants in relation to any variation of payment terms, any payment "*practice*" agreed upon between DDHP and the Defendants such as "*to pay the [D]efendants about one week before the loading date*" and to "*collect an upfront payment from [DDHP] even before the contract with [DDHP] has been formally concluded*" and all related correspondence and/or documents;
- (iii) All correspondence and/or documents exchanged between ECPL and DDHP (pre, during and post the contracts mentioned at (i) and (ii) above) relating to (a) discussions on the term stating that the "*seller will ship the cargo to the designated terminal, subject to buyer's final acceptance*"; (b) the separation of the cargo into two parcels; and (c) the issuance of separate sale contracts and separate bills of lading;

(iv) All payment records of D&N and ECPL relating to the contracts mentioned at (i) and (ii) above, including but not limited to bank account statements, the company's accounting ledgers, record books, schedules and journals, receipts, invoices and vouchers showing, evidencing or recording all payments received from DDHP in respect of the cargo and the audited and unaudited accounts and financial statements of D&N and ECPL for the financial years 2015 to 2017.

8. The DBS Statement (as regards the Verity Shipment):

(i) All correspondence and/or documents exchanged between ECPL and/or D&N and DDHP pursuant to which payments of various sums pertaining to the "Verity" were made to ECPL's Account on 4, 5 and 29 January 2016.

D. Documents relating to other shipments

9. The Sale and Purchase Contract Ref: MGLC/220116 between ECPL (as seller) and DDHP (as buyer) for a quantity of 15,000 barrels of cargo and signed by both ECPL and DDHP:

(i) The contract between ECPL and DDHP for a quantity of approximately 7000 MT of "Gasoil 0.05% S" for delivery "[a]round 29th – 31st Jan 2016";

(ii) All correspondence and/or documents (pre, during and post the Sale and Purchase Contract Ref: MGLC/220116 and the contract mentioned at (i)) exchanged between ECPL and DDHP, in particular, those pertaining to the cancellation of the said contracts after the stoppage of the discharging operation of the Cargo on board the Vessel and the detention of the said vessel and cargo by the Vietnamese authorities on or about 29 January 2016.

SCHEDULE 2

PROTOCOL FOR FORENSIC INSPECTION OF THE COMPOUND DOCUMENTS

(the "**Protocol**")

The following apply in relation to this Schedule 2:

I. Unless otherwise stated, the terms used in Schedule 2 are references to terms used in the 3rd Affidavit of Jesper Haurum.

II. In light of the Admission of Relationship and Control, insofar as any of the Defendants is mentioned, it is a reference also to all of the Defendants.

1. Appointment of computer experts

(i) *Joint appointment*: The party producing the Databases and Storage Devices (defined in set out in *Appendix 1* to this Protocol) for inspection (the "**Producing Party**") and the party entitled to inspection of the Databases and the Storage Devices (the "**Inspecting Party**") shall jointly appoint a computer expert (the "**Joint Expert**") for the purposes of making a forensic copy of the Databases and Storage Devices (the "**Original Acquired Image**") and the Producing Party shall execute a contract with the Joint Expert for the engagement of his services within seven

(7) days from the date of the 2nd Defendant's filing of the List and the Affidavit. The Joint Expert's role shall be restricted to the acquisition of the Original Acquired Image, the performance of searches, producing the lists of documents, maintaining the logs and records and producing any reports in accordance with the terms of this Protocol.

Before the Joint Expert commences his appointment, he shall provide, and shall procure that each of his employees, representatives, agents or sub-contractors involved in the engagement provides, an undertaking of confidentiality to the Court and to all parties concerned in the inspection.

(a) The Joint Expert appointed shall be **Lew Tze Yeong Michael** .

(i i) *Costs and expenses of the Joint Expert.* All costs and expenses relating to the appointment of the Joint Expert under this Protocol shall initially be borne by the Producing Party subject to any other order(s) as to such costs and expenses made by the Court. Nothing in this Protocol is intended to or shall be taken to prevent any party to the cause or matter from seeking the recovery of such costs and expenses in accordance with the Rules of Court (Cap 322).

2. **Acquisition of the Original Acquired Image**

(i) *Handing over of the Databases and Storage Devices.* The Producing Party shall hand over control of the Databases and Storage Devices to the Joint Expert on a date to be agreed (which shall be no later than five (5) days after the engagement of the Joint Expert) and at a place and time to be agreed before the said date. At the time when control of the Databases and Storage Devices is handed over to the Joint Expert, the Producing Party shall immediately give the Joint Expert effective access to the same by providing to the Joint Expert a typewritten list of the necessary usernames, decryption codes and other information and details necessary to perform decryption of any encrypted files or encrypted storage locations, media or devices.

(ii) *The Acquisition of the Original Acquired Image.* The Joint Expert shall acquire the Original Acquired Image under the supervision of all parties concerned in the inspection and their solicitors. Sufficient copies of the Original Acquired Image shall be made as necessary in order that the Joint Expert may be supplied with a copy of the Original Acquired Image and at least one (1) back-up copy.

The Original Acquired Image shall be sealed and delivered to the custody of the Producing Party's solicitors, and the Producing Party shall enumerate it in a list of documents to be filed in accordance with Order 24 of the Rules of Court (Cap 322).

(iii) *The Original Acquired Image to be produced when ordered by Court.* The party into whose custody the sealed Original Acquired Image has been delivered shall not tamper with or break the seal, and shall produce the Original Acquired Image to the Court or such other person(s) as the Court may direct.

(iv) *Return of the Databases and the Storage Devices.* After the Joint Expert has acquired the Original Acquired Image and made the necessary copies of the same, the Joint Expert shall return the Storage Devices and relinquish control of the Databases to the Producing Party.

3. **Safeguards for reasonable search**

(i) *Conduct of Preliminary Search.* The search terms or phrases and the other perimeters of search set out in *Appendix 2* to this Protocol (the "**Search Terms**") shall apply.

The Joint Expert shall make arrangements for the conduct of a preliminary search (based on the Search Terms) on a copy of the Original Acquired Image (the "**Preliminary Search**"), and if required by either party, under the supervision of the solicitors of the Producing Party and/or the Inspecting Party at a date (such date being not later than five (5) days after the Original Acquired Image is obtained), time and place to be agreed, save that the Producing Party and the Inspecting Party shall not be present during the conduct of the preliminary search. Such preliminary search is limited to providing information relating to the number of hits and/or the number of documents for each search term (the "**Preliminary Search Results**"). For the avoidance of doubt, prior to conducting the search, all image files and image-based PDF files shall be converted into a text searchable format using suitable Optical Character Recognition software ("**OCR enabled**").

The Producing Party and Inspecting Party and/or their solicitors shall review the Preliminary Search Results and meet to discuss whether the Search Terms need to be revised. Parties agree to abandon any search terms with no hits and review any search terms with hits exceeding 500 for the purpose of constraining the same. In the event that the Preliminary Search Results reveal a number of hits and/or documents too few to be reasonable, Parties shall discuss whether to expand the Search Terms to include the following seven (7) keywords (the "**Initially Excluded Keywords**"):

- (1) "commercial invoice";
- (2) "proforma";
- (3) "claim"; "khieu nai"; and "yeu cau";
- (4) "payment"; "thanh toan"; and "tra tien";
- (5) "demurrage"; and "phi luu";
- (6) "import"; and "nhap khau"; and
- (7) "tax" and "thue",

and in the event that either (a) the Parties cannot agree to the expansion of the Search Terms to include the Initially Excluded Keywords; and/or (b) the Inspecting Party desires to introduce new keywords apart from the Initially Excluded Keywords, the Inspecting Party shall have liberty to apply.

Unless mutually agreed or pursuant to an Order of Court, no new search terms may be introduced following the performance of the Preliminary Search. The Search Terms, after removal of those with no hits, constraining search terms exceeding 500 hits, and adding any mutually agreed new search terms and/or such search terms as ordered by the Court, shall be the final list of search terms which shall be used for the conduct of the reasonable search (the "**Final Search Terms**"); parties shall agree to such Final Search Terms within ten (10) days (or such other time as the Court may order) of being provided with the Preliminary Search Results.

(ii) *Conduct of Reasonable Search.* Upon receiving instructions as to the Final Search Terms, the Joint Expert shall make arrangements for the conduct of the reasonable search (based on the Final Search Terms) on a copy of the Original Acquired Image (the "**Reasonable Search**") under the supervision of the solicitors of the Producing Party and/or Inspecting Party, if required by either party, at a date, time and place to be agreed, save that the Producing Party and the Inspecting Party shall not be present during the conduct of the Reasonable Search. For the avoidance of doubt, prior to conducting the Reasonable Search, all image files and image-based PDF files shall be OCR enabled.

A copy of the documents and/or records, that are the results of the Reasonable Search and from which duplicate documents have been removed through the use of deduplication software(s), (the "**Search Results**"), shall be made and released to the Producing Party. A copy of the Search Results shall also be retained by the Joint Expert.

The Search Results shall be deemed to be relevant and discoverable subject to review for the purpose of identifying privileged material. The Producing Party shall not be entitled to review the Search Results for relevance.

(iii) *Review of privileged material.* The Producing Party shall be at liberty to review the Search Results for the purpose of claiming privilege. If the Producing Party claims privilege over any document or record from the Search Results, he shall list the electronic documents and/or records over which privilege is claimed. For the avoidance of doubt, the said review for the purpose of identifying privileged documents shall not extend to the intentional deletion, removal or alteration of information including metadata information. Such review must, unless otherwise agreed by parties or ordered by the Court, be concluded within seven (7) days after the Search Results are made available to the Producing Party.

(iv) *Release for inspection.* Thereafter, the Joint Expert shall remove copies of any documents or records over which privilege is claimed from the Search Results (the "**Redacted Search Results**"). The Joint Expert shall maintain a separate privilege log which contains the documents and/or records which are thus removed and the reasons given by the Producing Party for doing so. For the avoidance of doubt, the privilege log shall not be included in the Joint Expert's report but the Joint Expert shall produce the privilege log to the Court if so directed by the Court.

The Redacted Search Results shall be released to the Inspecting Party for inspection together with the Producing Party's list of electronic documents or records over which privilege is claimed.

4. Safeguards for forensic examination

This paragraph applies to the forensic examination of a copy of the Original Acquired Image for the purpose of identifying electronically stored documents thereon or for the recovery of deleted files or file fragments from unallocated file space or file slack using computer forensic tools or techniques (the "**Forensic Examination**"). The Joint Expert shall perform the Forensic Examination.

(i) *Conduct of Forensic Examination.* The Inspecting Party shall specify or describe to the Joint Expert the search terms or phrases to be used in the Forensic Examination to be conducted on the contents of a copy of the Original Acquired Image. The Joint Expert shall not at any time disclose to the Producing Party the search terms or phrases specified or described by the Inspecting Party and shall not include the search terms or phrases in his report. The Inspecting Party agrees to review any search terms with hits exceeding 500 for the purpose of constraining the same.

The Joint Expert shall make arrangements for the conduct of the Forensic Examination on a copy of the Original Acquired Image. Neither the Inspecting Party nor the Producing Party, or any of their solicitors, computer experts, employees, representatives or agents shall be present during the conduct of the Forensic Examination.

A copy of the documents and/or records, that are the results of the Forensic Examination and from which duplicate documents have been removed through the use of deduplication software(s) (the "**Forensic Results**"), shall be made and released to the Producing Party. A copy of the Forensic Results shall also be retained by the Joint Expert. The Producing Party is not entitled to a copy, and shall not request the Joint Expert for a copy, of the search terms or phrases specified or described by the Inspecting Party.

The Forensic Results shall be deemed to be relevant and discoverable subject to review for the purpose of identifying privileged material. The Producing Party shall not be entitled to review the Forensic Results for relevance.

(ii) *Review for privileged material.* The Joint Expert and the Producing Party shall jointly review the Forensic Results for the purpose of permitting the Producing Party to identify electronically stored documents, deleted files, or file fragments over which he claims privilege. If the Producing Party claims privilege over any electronically stored documents, deleted files or file fragments from the Forensic Results, he shall identify them to the Joint Expert. The Producing Party shall list the electronic documents, deleted files or file fragments over which privilege is claimed. For the avoidance of doubt, the said review for the purpose of identifying privileged documents shall not extend to the intentional deletion, removal or alteration of any information including metadata information. Such review must, unless otherwise agreed by parties or ordered by the Court, be concluded within seven (7) days after the Forensic Results are made available to the Producing Party.

(iii) *Release for inspection.* Thereafter, the Joint Expert shall remove copies of any electronic documents, deleted files or file fragments over which privilege is claimed from the Forensic Results (the "**Redacted Forensic Results**"). The Joint Expert shall maintain a separate privilege log which contains the electronic documents, deleted files or file fragments which are thus removed and the reasons provided by the Producing Party for claiming privilege over those documents. For the avoidance of doubt, the privilege log shall not be included in the Joint Expert's Report but the Joint Expert shall produce the privilege log to the Court if so directed by the Court.

The Redacted Forensic Results shall be released to the Inspecting Party for inspection together with the Producing Party's list of electronic documents, deleted files or file fragments over which privilege is claimed.

5. Inspection and provision of copies of the Redacted Search Results and Redacted Forensic Results and the Producing Party's list of documents over which privilege is claimed

(i) *Format of Redacted Search Results and Redacted Forensic Results.* The Redacted Search Results and Redacted Forensic Results shall be supplied to the Inspecting Party in their native format with internally stored metadata intact and in read-only optical discs. Electronic copies of discoverable documents where privilege is claimed only with respect to their internally stored metadata information will be supplied in a format with privileged metadata information removed e.g. the Tagged Image File Format (or TIFF). For each of the read-only optical discs supplied, a typewritten list enumerating each of the electronic documents stored therein shall be provided; if there are more than 200 documents in each read-only optical disc, they may be grouped and

listed as categories.

(ii) *Format of list.* The list of electronic documents in the Redacted Search Results, Redacted Forensic Results and lists of documents over which privilege is claimed shall include the following columns (if applicable):

- (a) Name of the document;
- (b) File format of the document;
- (c) Size of the document;
- (d) Author of the document;
- (e) Date the document was created;
- (f) Date the document was last modified/accessed;
- (g) Sender, recipient(s), cc-list(s), subject line, and date and time stamps (applicable for documents which are emails);
- (h) Date when document was deleted (applicable for deleted documents recovered through Forensic Examination).

Appendix 1

1. Scope of discovery

Without prejudice to the Plaintiff's right to request and/or apply for the inclusion of other custodians, repositories and/or classes of compound documents, the following documents shall be discovered:

(i) the **Databases:**

all email accounts previously and/or currently used by VXT in relation to the sale of cargo by the Defendants to DDHP ("**Work**"), including but not limited to the following:

- (a) ecoilops@gmail.com;
- (b) tutppteltd@gmail.com;
- (c) globeoiltrader@gmail.com;
- (d) thu.vuxuan@energycommodity.com.sg; and (e) info@energycommodity.com.sg;

(ii) the **Storage Devices:**

all electronic media storage equipment previously and/or currently used by VXT for Work including but not limited to the following:

- (a) mobile and/or smart telephones (including the backup database of the same);

(b) hard disks of computers (including but not limited to that of desk top, notebook and tablet computers);

(the Databases and Storage Devices together the "**Compound Documents**").

Appendix 2

1. Search Terms

The search terms or phrases in the first column below shall be employed by the Joint Expert to perform the Preliminary Search and the Reasonable Search.

For the avoidance of doubt, the search terms shall not be case-sensitive and variations of the search term insofar as it concerns spaces, hyphens, punctuations, and accents shall be encompassed within the search terms and applied by the Joint Expert for identifying hits.

The Preliminary Search and the Reasonable Search shall be limited by the scope described in the second column.

Where the search terms in the first column are indicated in **bold**, software(s) for "fuzzy matching" shall be employed to find matches even when the search terms are misspelt in the documents e.g. a search for "*commodity*" will turn up hits for "*comodity*"; "*energy*" will turn up hits for "*enegy*"; "*registry*" will turn up hits for "*risgistry*"; and "*payment*" will turn up hits for "*pament*".

S/N	Search Term or phrase	Scope
General		
1.	"tutppteitd" (save that this search term shall not be run on the database "tutppteitd@gmail.com")	1 November 2015 to 1 July 2016
2.	"globeoiltrader" (save that this search term shall not be run on the database "globeoiltrader@gmail.com")	
3.	"ecoilops" (save that this search term shall not be run on the database "ecoilops@gmail.com")	
4.	"thu.vuxuan" (save that this search term shall not be run on the database "thu.vuxuan@energycommodity.com.sg")	
5.	"info@energycommodity" (save that this search term shall not be run on the database "info@energycommodity.com.sg")	
6.	"pkduongdonghoaphu@gmail.com" and "pkduongdonghoaphu"	

7.	"minhduc.ta91@gmail.com" and "minhduc"
8.	"nguyenthanhson271@gmail.com" and "thanhson"
9.	"danghth@bidv.com.vn" and "danghth"
10.	"bangpmt1@gmail.com" and "bangpmt"
11.	"John"
12.	"Nguyen Duc Manh"; "Manh Nguyen"; "Duc Manh Nguyen" and "Manh Duc Nguyen"
13.	"Nguyen Thanh Son"; "Son Nguyen Thanh"; and "Son Thanh Nguyen"
14.	"Vu Van Bang"; "Bang Vu"; "Van Bang Vu" and "Bang Van Vu"
15.	"Nguyen Dang Duy"; "Duy Nguyen"; "Dang Duy Nguyen" and "Duy Dang Nguyen"
16.	"Nguyen Duc Quang"; "Quang Nguyen"; "Duc Quang Nguyen" and "Quang Duc Nguyen"
17.	"Dinh Huu Thuy"; "Thuy Dinh"; "Huu Thuy Dinh"; and "Thuy Huu Dinh"
18.	"Le Van Vinh"; "Vinh Le"; "Van Vinh Le"; and "Vinh Van Le"
19.	"Dan Van Duong"; "Duong Dan"; "Van Duong Dan"; and "Duong Van Dan"; "Dam Van Duong"; "Duong Dam"; "Van Duong Dam"; and "Duong Van Dam";
20.	"Le Quang Hoa"; "Hoa Le"; "Quang Hoa Le"; and "Hoa Quang Le"; "Le Quang Hoang"; "Quang Hoang Le"; and "Hoang Quang Le"
21.	"Le Hai Duong" ; "Duong Le" ; "Hai Duong Le" and "Duong Hai Le"
22.	"Luyen Xuan Trang"; "Trang Luyen"; "Xuan Trang Luyen"; and "Trang Xuan Luyen"
23.	"Worldcontrol"
24.	"Ocean Cheetah" and "Cheetah"
25.	"Ocean Premier" and "Premier"
26.	"Lena"
27.	"Ocean Progress" and "Progress"
28.	"Ocean Dragon" and "Dragon"
29.	"Intant Premier" and "Intant"
30.	"Ocean Lion" and "Lion"
31.	"hoa phu" and "duong dong" and "DDHP"
32.	"0008-002306-01-5-022" and "0008002306015022"
33.	"503080517301"

34.	"certificate of quality"; "certificate of quantity"; "certificate of origin"; "cargo manifest"; and "ullage report"
35.	"MGLC/220116"
36.	"BTS" and "BTC"
37.	"Tran Dai Quang"; "Quang Tran" ; "Dai Quang Tran" and "Quang Dai Tran"
38.	"Dong Hung" and "Donghung"
39.	"custom"; "customs"; "hai quan" and "thue nhap khau" (in Vietnamese)
40.	"master"; "chu tau" and "thuyen truong" (in Vietnamese)
41.	"terminal" and "cang" (in Vietnamese)
42.	"investigation"; "investigate" and "dieu tra" (in Vietnamese)
43.	"police"; "canh sat" and "cong an" (in Vietnamese)
44.	"seize"; "tich thu"; "tich bien" and "thu giu" (in Vietnamese)
45.	"smuggle"; "smuggling" and "buon lau" (in Vietnamese)
46.	"authorities"; "authority" and "co quan" (in Vietnamese)
47.	"registry"; "dang ky" (in Vietnamese)
48.	"TT"; "telegraphic transfer" and "TT remittance"
49.	"MOPS"
50.	"42.23"
51.	"compensation" and "boi thuong" (in Vietnamese)
52.	"damages" and "thiet hai" (in Vietnamese)
53.	"4.8USD" and "4.8 USD"
54.	"2.5USD" and "2.5 USD"

Keywords relating to the Christina Shipment

55.	"Christina"	1 November 2015 to 1 July 2016
56.	"Gasoline 92 Ron Unleaded"	
57.	"DNDDMGTT"	
58.	"DNDDMGLC"	
59.	"180116"	
60.	"Phillips 66" and "p66"	
61.	"507710-019546"	
62.	"507710-019545"	

63.	"011/2016"
64.	"012/2016"
65.	"1877.562"
66.	"7496.074"
67.	"51.26"
68.	"48.96"
69.	"17,300"
70.	"60,700"
71.	"780,742.46"
72.	"3,901,499.01"
73.	"847,008"
74.	"3,111,482"
75.	"47.528"
76.	"16,427"
77.	"59.48"
78.	"65,584"

Keywords relating to the Camilla Shipment

79.	"Camilla" and "Camila"	1 November 2015 to 1 July 2016
80.	"Gasoil 0.05 %"	
81.	"EC-DDHP/2016/LC2"	
82.	"EC-DDHP/2016/TT2"	
83.	"080116"	
84.	"Vitol"	
85.	"448711"	
86.	"44872"	
87.	"007/2016"	
88.	"008/2016"	
89.	"1996.683"	
90.	"6999.851"	
91.	"94210100003"	
92.	"44.53"	
93.	"44.90"	

94.	"15,000"	
95.	"52,500"	
96.	"557,639.01"	
97.	"2,074,999.15"	
98.	"673,500"	
99.	"2,337,825"	
100.	"37.438"	
101.	"14,895"	
102.	"39.73"	
103.	"52,217"	
Keywords relating to the Verity Shipment		
104.	"Verity"	1 November 2015 to 1 July 2016
105.	"DDHP/2016/TT"	
106.	"040116"	
107.	"VRT/V02/16/01A"	
108.	"VRT/V02/16/01B"	
109.	"2029.234"	
110.	"7218.344"	
111.	"61510370001974"	
112.	"47.20"	
113.	"2,478,000"	
114.	"620,898.01"	
115.	"2,226,294.55"	
116.	"41.454"	
117.	"14,978"	
118.	"41.78"	
119.	"53,277"	

Annex B: ORC 7739/2018 made in Summons No 5022 of 2018

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No 844 of 2017

Between

BTS Tankers Pte
Ltd

... *Plaintiff*

And

- (1) Energy & Commodity Pte Ltd
- (2) Vu Xuan Thu
- (3) D&N Trading & Consultancy
Limited

... *Defendants*

SCHEDULE 1

The **OUTSOURCING DOCUMENTS** shall mean:

"all correspondence and/or documents exchanged between the Defendants or any one of them (collectively the "**Defendants**") and the individuals to whom the Defendants had allegedly outsourced the printing and typing of documents (the "**Outsourced Party**") relating or in any way connected to the sale contracts between the Defendants and DDHP including, but not limited to, all written instructions, orders or requests to the Outsourced Party and the replies thereto from the Outsourced Party for printing and typing of such documents; drafts and printed copies of all documents which were printed and/or typed by the Outsourced Party; and all contracts and/or agreements with the Outsourced Party relating to the engagement of such services and all invoices, receipts, written requests or demands made or issued by the Outsourced Party to the Defendants for payment and/or remuneration for all such alleged outsourcing work and documents evidencing any and all payments made by the Defendants to the Outsourced Party for all such alleged outsourcing work".

Annex C: ORC 1821/2019 made in Summons No 1142 of 2019

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No 844 of 2017

Between

BTS Tankers Pte
Ltd

... *Plaintiff*

And

- (1) Energy & Commodity Pte Ltd
- (2) Vu Xuan Thu
- (3) D&N Trading & Consultancy
Limited

... *Defendants*

It is ordered that:

THE ORDER

Disposal of assets

1. (a) The Defendants must not:
 - (i) remove from Singapore any of their assets which are in Singapore whether in their own name or not and whether solely or jointly owned up to the value of **USD 10,291,782**; or
 - (ii) in any way dispose of or deal with or diminish the value of any of their assets whether they are in or outside Singapore whether in their own name or not and whether solely or jointly owned up to the same value;
- (b) This prohibition includes (but is not limited to) the following assets, in particular:
 - (i) the property known as 33 Leonie Hill Road #XX-XX, Twin Peaks, Singapore 239197 or the net sale money after payment of any mortgages if it has been sold;
 - (ii) the property and assets of the 2nd Defendant's business known as TUTP Pte. Ltd or the sale money if it has been sold;
 - (iii) any money in the OCBC Account number ending 7301 and DBS Account Number ending 5022; and
 - (iv) any money in any and all bank accounts held in the name of the Defendants;
- (c) If the total unencumbered value of the Defendants' assets in Singapore exceeds **USD**

10,291,782, the Defendants may remove any of those assets from Singapore or may dispose of or deal with them so long as the total unencumbered value of his assets still in Singapore remains not less than **USD 10,291,782**.

If the total unencumbered value of the Defendants' assets in Singapore does not exceed **USD 10,291,782**, the Defendants must not remove any of those assets from Singapore and must not dispose of or deal with any of them, but if they have other assets outside Singapore, the Defendants may dispose of or deal with those assets so long as the total unencumbered value of all their assets whether in or outside Singapore remains not less than **USD 10,291,782**.

Disclosure of information

2. The Defendants must inform the Plaintiff in writing at once of all their assets whether in or outside Singapore and whether in their own name or not and whether solely or jointly owned, giving the value, location and details of all such assets. The information must be confirmed in an affidavit which must be served on the Plaintiff's solicitors within **seven (7)** days after this order has been served on the Defendants.

EXCEPTIONS TO THIS ORDER

3. This order does not prohibit the 2nd Defendant from spending **SGD 1,500** a week towards his ordinary living expenses. This order does not prohibit the Defendants from spending **SGD 500** a week on legal advice and representation. But before spending any money, the Defendants must inform the Plaintiff's solicitors in writing where the money is to come from.

4. This order does not prohibit the Defendants from dealing with or disposing of any of their assets in the ordinary and proper course of business save that the Defendants shall account to the plaintiff **monthly** for the amount of money spent in this regard.

5. The Defendants may agree with the Plaintiff's solicitors that the above spending limits should be increased or that this order should be varied in any other respect but any such agreement must be in writing.

EFFECT OF THIS ORDER

6. A Defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.

7. A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

THIRD PARTIES

Effect of this order

8. It is a contempt of Court for any person notified of this order knowingly to assist in or permit a breach of the order. Any person doing so may be sent to prison or fined.

Effect of this order outside Singapore

9. The terms of this order do not affect or concern anyone outside the jurisdiction of this Court

until it is declared enforceable or is enforced by a Court in the relevant country and then they are to affect him only to the extent they have been declared enforceable or have been enforced UNLESS such person is:

- (a) a person to whom this order is addressed or an officer or an agent appointed by power of attorney of such a person; or
- (b) a person who is subject to the jurisdiction of this Court; and
 - (i) has been given written notice of this order at his residence or place of business within the jurisdiction of this Court; and
 - (ii) is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this order.

Assets located outside Singapore

10. Nothing in this order shall, in respect of assets located outside Singapore, prevent any third party from complying with:

- (a) what it reasonably believes to be its obligations, contractual or otherwise, under the laws and obligations of the country or state in which those assets are situated or under the proper law of any contract between itself and the Defendants; and
- (b) any orders of the Courts of that country or state, provided that reasonable notice of any application for such an order is given to the Plaintiff's solicitors.

Set-off by banks

11. This injunction does not prevent any bank from exercising any right of set-off it may have in respect of any facility which it gave to the Defendants before it was notified of the order.

Withdrawals by the Defendants

12. No bank need enquire as to the application or proposed application of any money withdrawn by the Defendants if the withdrawal appears to be permitted by this order.

UNDERTAKINGS

13. The Plaintiff gives to the Court the undertakings set out in Schedule 1 to this order.

DURATION OF THIS ORDER

14. This order will remain in force until the trial or further order.

VARIATION OR DISCHARGE OF THIS ORDER

15. The Defendants (or anyone notified of this order) may apply to the Court at any time to vary or discharge this order (or so much of it as affects that person), but anyone wishing to do so must inform the Plaintiff's solicitors.

NAME AND ADDRESS OF PLAINTIFF'S SOLICITORS

16. The Plaintiff's solicitors are:

ALLEN & GLEDHILL LLP

One Marina Boulevard #28-00, Singapore 018989

Tel No.: 6890 7188

Fax No.: 632 3800

Email: inquiries@allenandgledhill.com

File Ref: YYS/DSEAH/1017005594

Solicitors in charge: Yap Yin Soon, Dorcas Seah Yi Hui

INTERPRETATION OF THIS ORDER

17. (a) In this order references to "he", "him" or "his" include "she" or "her" and "it" or "its".
- (b) Where there are 2 or more defendants then (unless the context indicates differently) references to "the Defendants" mean both or all of them; and
- (c) An order requiring "the defendants" to do or not to do anything requires each defendant to do or not to do the specified thing.

Notice:

PENAL NOTICE

If you, the within-named Defendants (whether by yourself, your servant or agent) neglect to obey this Order by the time therein limited and/or otherwise disobey this Order, you will be liable to process of execution for the purposes of compelling you to obey the same.

SCHEDULE 1

Undertakings given to the Court by the Plaintiff

1. If the Court later finds that this order has caused loss to the Defendant(s), and decides that the Defendant(s) should be compensated for that loss, the Plaintiff shall comply with any order the Court may make.
2. As soon as is practicable the Plaintiff shall serve on the Defendants a copy of the affidavits and exhibits containing the evidence relied on by the Plaintiff.
3. Anyone notified of this order will be given a copy of it by the Plaintiff's solicitors.
4. The Plaintiff shall pay the reasonable costs of anyone (other than the Defendants) which have been incurred as a result of this order including the costs of ascertaining whether that person holds

any of the Defendants' assets and if the Court later finds that this order has caused such person loss, and decides that such person should be compensated for that loss, the plaintiff will comply with any order the Court may make.

5. If this order ceases to have effect, the Plaintiff will immediately take all reasonable steps to inform in writing anyone to whom he has given notice of this order, or who he has reasonable grounds for supposing may act upon this order, that it has ceased to have effect.

6. The Plaintiff shall not without the leave of the Court begin proceedings against the Defendants in any other jurisdiction or use information obtained as a result of an order of the Court in this jurisdiction for the purpose of civil or criminal proceedings in any other jurisdiction.

7. The Plaintiff shall not without the leave of the Court seek to enforce this order in any country outside Singapore or seek an order of a similar nature including orders conferring a charge or other security against the Defendants or the Defendants' assets.

Annex D: ORC 2111/2020 made in Summons No 5267 of 2019

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No 844 of 2017

Between

BTS Tankers Pte
Ltd

... Plaintiff

And

- (1) Energy & Commodity Pte Ltd
- (2) Vu Xuan Thu
- (3) D&N Trading & Consultancy
Limited
- (4) Dinh Thi Hoang Uyen

... Defendants

Counterclaim of 1st defendant

And Between

Energy & Commodity Pte
Ltd

... Plaintiff in counterclaim

And

BTS Tankers Pte
Ltd

... Defendant in counterclaim

SCHEDULE 1

DISCOVERY IN AID OF MAREVA INJUNCTIONS

HC/ORC 1821/2019 (as amended by HC/ORC 4803/2019) (the "**1st Mareva Order**");

and

HC/ORC 2480/2019 (as amended by HC/ORC 4803/2019) (the "**2nd Mareva Order**")

A. Discovery against the 1st Defendant ("ECPL")

1. Within seven (7) days from the date of this Order, ECPL shall, by way of an affidavit filed in Court and served on the Plaintiff, disclose to the Plaintiff all its assets, whether in or outside Singapore and whether in its own name or not and whether solely or jointly, legally or beneficially owned giving the value, location and details of all such assets including but not limited to the following:

- (1) the assets and net worth of ECPL (current);
- (2) ECPL's "*food court stall business in Singapore*" including the net worth of the asset (if still in operation, current; if ceased, at the time of ceasing) and the revenue, income and profits of the business and where the same has been and/or is currently being channelled (monthly from January 2019 to the date of this Order);
- (3) ECPL's other businesses (e.g. its trade business) including the net worth of the asset (if

still in operation, current; if ceased, at the time of ceasing), and the revenue, income and profits of the business and where the same has been and/or is currently being channelled (monthly from January 2019 to the date of this Order);

(4) all ECPL's bank accounts whether in Singapore or outside Singapore (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order including but not limited to:

- (a) OBCB Account No. ending 7301;
- (b) OCBC Account No. ending 7001;
- (c) UOB Account No. ending 4207;
- (d) DBS account No. ending 7986; and
- (e) DBS account No. ending 5022;

(5) all VXT's cash including full details of the quantum, where the cash is kept (e.g. safe deposit boxes/at home) and a full account of how the cash was spent and is being spent (monthly for the period from January 2019 to the date of this Order).

2. Within seven (7) days from the date of this Order, ECPL must file and serve on the Plaintiff: (1) a list of documents ("**ECPL's LOD**") giving full discovery of the documents set out at [3] below; and (2) an affidavit verifying the LOD ("**ECPL's AVLOD**") allowing the Plaintiff to inspect and take copies of the same.

3. The Documents to be produced by ECPL ("**ECPL's Documents**"):

All supporting documents to the asset disclosures at [1] above including:

- (1) its audited and/or unaudited statements and profit and loss statements (latest);
- (2) its statements from the Central Provident Fund (CPF) Board from January 2019 to the date of this Order;
- (3) its statements from the Central Depository (CDP) and/or its securities broker or fund manager in respect of its shares, bonds and/or unit trust from January 2019 to the date of this Order;
- (4) bank statements from all bank accounts held in ECPL's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order.

4. In respect of [3(4)] above:

(1) An order is made pursuant to section 175 of the Evidence Act (Chapter 97) for ECPL's banks to allow the Plaintiff's solicitors to inspect and take copies of all bank statements from all bank accounts held in ECPL's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;

(2) VXT shall (on behalf of ECPL), within five (5) days from the date of receipt of the Plaintiff's written request, furnish by way of an affidavit filed in Court and served on the Plaintiff details of

all transactions in all ECPL's account(s) the value of which is at least SGD 30,000 (in respect of the SGD accounts), USD 20,000 (in respect of the USD accounts) and VND 500,000,000 (in respect of the VND accounts) identifying at least the:

- (a) date of the transaction;
- (b) nature of the transaction (whether by cash, cheque, draft, telegraphic transfer, letter of credit or otherwise);
- (c) the reason and purpose of the transaction;
- (d) source and identity of the remitting party (to provide particulars of the bank account(s) and account holder(s) and, if cash was used, to identify the parties who paid the cash);
- (e) the destination and identity of the receiving party (to provide particulars of the bank account(s) and account holder(s) and, if cash withdrawals were made and/or given to other parties, to identify those parties and furnish particulars of the current whereabouts or the cash withdrawn),

and the Plaintiff be at liberty to apply to vary the amounts set out above.

B. Discovery against the 2nd Defendant ("VXT")

1. Within seven (7) days from the date of this Order, VXT shall, by way of an affidavit filed in Court and served on the Plaintiff, disclose to the Plaintiff all his assets, whether in or outside Singapore and whether in his own name or not and whether solely or jointly, legally or beneficially owned, giving the value, location and details of all such assets including but not limited to the following:

- (1) TUTP Pte Ltd.'s ("**TUTP**") DBS Account Number: ending 6022 (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;
- (2) the revenue, income and profits from ECPL's "*food court stall business in Singapore*" and where the same has been and/or is currently being channelled (monthly from January 2019 to the date of this Order);
- (3) VXT's shareholding in ECPL, D&N and TUTP and the value of the same (current and, if allegedly sold, at the time of sale);
- (4) all VXT's income including, without limitation, salary, fees, bonuses and dividends (including those payable to him as both director and shareholder of ECPL and D&N and from any of his other businesses, projects, ventures and/or employment), commission, allowance, rental income, handouts, pocket money etc. (monthly from January 2019 to the date of this Order);
- (5) the source(s) of monies which VXT used/uses to pay the expenses (itemised in *Annex A* herein) (the "**Expenses**") including full details of the quantum, when the expense is payable/paid, who the expense is paid by and the mode of payment (monthly from January 2019 to the date of this Order) which shall be provided in the format set out in *Annex A*;
- (6) the source(s) and location(s) of monies which VXT uses/used to fund his various businesses in ECPL, D&N and TUTP (monthly from January 2019 to the date of this Order);

(7) all VXT's bank accounts whether in Singapore or outside Singapore (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order including but not limited to:

- (a) UOB Account No. ending 5135;
- (b) OCBC Account No. ending 2001; and
- (c) OCBC Account No. ending 1001.

2. Within seven (7) days from the date of this Order, VXT must file and serve on the Plaintiff: (1) a list of documents ("**VXT's LOD**") giving full discovery of the documents set out at [3] below; and (2) an affidavit verifying the LOD ("**VXT's AVL**OD") allowing the Plaintiff to inspect and take copies of the same.

3. The Documents to be produced by VXT ("**VXT's Documents**"):

All supporting documents to the asset disclosures at [1] including:

- (1) his payslips (including those reflecting his income from his employment as director of ECPL, D&N and TUTP) (monthly from January 2019 to the date of this Order);
- (2) his income tax returns and Form IR8A from January 2016 to the date of this Order;
- (3) his statements from the Central Provident Fund (CPF) Board from January 2016 to the date of this Order;
- (4) his statements from the Central Depository (CDP) and/or his securities broker or fund manager in respect of his shares, bonds and/or unit trust from January 2019 to the date of this Order;
- (5) bank statements from all bank accounts held in VXT's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;
- (6) credit card statements for all credit cards held in VXT's name (whether solely or jointly owned and whether or not cancelled) from January 2019 to the date of this Order;
- (7) bank statements from all bank accounts held in TUTP's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;
- (8) documents evidencing how VXT makes payment of the Expenses (including receipts, remittance advice, invoices, bank statements, cheque stubs etc.) to be itemised in the table set out at *Annex A* (monthly from January 2019 to the date of this Order);
- (9) his motor vehicle log card/printout of his vehicle registration details and hire purchase agreement in respect of his motor vehicle (latest);
- (10) his lease agreements, title deeds or certificates of title in respect of his properties or his rental agreements (whether legal or beneficially owned) (latest).

4. In respect of [3(5)-(7)] above:

(1) An order is made pursuant to section 175 of the Evidence Act (Chapter 97) for VXT's banks to allow the Plaintiff's solicitors to inspect and take copies of all bank statements from all bank accounts held in VXT's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;

(2) VXT shall, within five (5) days from the date of receipt of the Plaintiff's written request, furnish by way of an affidavit filed in Court and served on the Plaintiff details of all transactions in all VXT's account(s) the value of which is at least SGD 30,000 (in respect of the SGD accounts), USD 20,000 (in respect of the USD accounts) and VND 500,000,000 (in respect of the VND accounts) identifying at least the:

(a) date of the transaction;

(b) nature of the transaction (whether by cash, cheque, draft, telegraphic transfer, letter of credit or otherwise);

(c) the reason and purpose of the transaction;

(d) source and identity of the remitting party (to provide particulars of the bank account(s) and account holder(s) and, if cash was used, to identify the parties who paid the cash);

(e) the destination and identity of the receiving party (to provide particulars of the bank account(s) and account holder(s) and, if cash withdrawals were made and/or given to other parties, to identify those parties and furnish particulars of the current whereabouts or the cash withdrawn),

and the Plaintiff be at liberty to apply to vary the amounts set out above.

C. Discovery against the 3rd Defendant ("D&N")

1. Within seven (7) days from the date of this Order, D&N shall, by way of an affidavit filed in Court and served on the Plaintiff, disclose to the Plaintiff all its assets, whether in or outside Singapore and whether in its own name or not and whether solely or jointly, legally or beneficially owned, giving the value, location and details of all such assets including but not limited to the following:

(1) the assets and net worth of D&N (current);

(2) D&N's businesses (e.g. its trade business) including the net worth of the asset (if still in operation, current; if ceased, at the time of ceasing), the revenue, income and profits and where the same has been and/or is currently being channelled (monthly from January 2019 to the date of this Order);

(3) all its bank accounts whether in Singapore or outside Singapore (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order including but not limited to:

(a) OCBC Account No. ending 7301.

2. Within seven (7) days from the date of this Order, D&N must file and serve on the Plaintiff: (1) a list of documents ("**D&N's LOD**") giving full discovery of the documents set out at [3] below; and (2) an affidavit verifying the LOD ("**D&N's AVL**") allowing the Plaintiff to inspect and take copies of the same.

3. The Documents to be produced by D&N ("**D&N's Documents**"):

All supporting documents to the asset disclosures at [1] above including:

- (1) its audited and/or unaudited statements and profit and loss statements (latest);
- (2) its statements from its securities broker or fund manager in respect of its shares, bonds and/or unit trust from January 2019 to the date of this Order; and
- (3) bank statements from all bank accounts held in D&N's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;.

4. In respect of [3(3)] above:

(1) An order is made pursuant to section 175 of the Evidence Act (Chapter 97) for D&N's banks to allow the Plaintiff's solicitors to inspect and take copies of all bank statements from all bank accounts held in D&N's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;

(2) VXT shall (on behalf of D&N), within five (5) days from the date of receipt of the Plaintiff's written request, furnish by way of an affidavit filed in Court and served on the Plaintiff details of all transactions in all D&N's account(s) the value of which is at least SGD 30,000 (in respect of the SGD accounts), USD 20,000 (in respect of the USD accounts) and VND 500,000,000 (in respect of the VND accounts) identifying at least the:

- (a) date of the transaction;
- (b) nature of the transaction (whether by cash, cheque, draft, telegraphic transfer, letter of credit or otherwise);
- (c) the reason and purpose of the transaction;
- (d) source and identity of the remitting party (to provide particulars of the bank account(s) and account holder(s) and, if cash was used, to identify the parties who paid the cash);
- (e) the destination and identity of the receiving party (to provide particulars of the bank account(s) and account holder(s) and, if cash withdrawals were made and/or given to other parties, to identify those parties and furnish particulars of the current whereabouts or the cash withdrawn),

and the Plaintiff be at liberty to apply to vary the amounts set out above.

"D. Discovery against the 4th Defendant ("Ms. Uyen")

1. Within seven (7) days from the date of this Order, Ms. Uyen shall, by way of an affidavit filed in

Court and served on the Plaintiff, disclose to the Plaintiff all her assets, whether in or outside Singapore and whether in her own name or not and whether solely or jointly, legally or beneficially owned, giving the value, location and details of all such assets including but not limited to the following:

- (1) all Ms. Uyen's income including, without limitation, salary, fees, bonuses and dividends (including those payable to her as both director and shareholder of TPDN Pte Ltd ("**TPDN**") and from any of her other businesses, projects, ventures and/or employment), commission, allowance, rental income, handouts, pocket money etc. (monthly from January 2019 to the date of this Order);
- (2) Ms. Uyen's multiple "*businesses*" in Singapore (including but not limited to TPDN) including:
 - (a) the identity and nature of the said "*businesses*" in Singapore from 2016 to the date of this Order;
 - (b) the source(s) and location(s) of monies which she uses/used to fund the "*businesses*" from January 2016 to the date of this Order;
 - (c) her shareholding in the same (current and, if allegedly sold, at the time of sale);
 - (d) the value of the said businesses (if still in operation, current; if ceased, at the time of ceasing);
 - (e) the bank accounts held in the name(s) of the said "*businesses*" (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order; and
 - (f) the revenue, income and profits of the business (how, by whom, how much, when they are paid and where the same has been kept and/or is currently being channelled) (monthly from January 2019 to the date of this Order);
- (3) Ms. Uyen's "*ad hoc projects in Vietnam*" and her "*Vietnamese ventures*" including:
 - (a) the identity and nature of the said "*projects*" and "*ventures*" in Vietnam from 2016 to the date of this Order;
 - (b) the source(s) and location(s) of monies which she uses/used to fund the "*projects*" and "*ventures*" from January 2016 to the date of this Order;
 - (c) her shareholding in the same (current and, if allegedly sold, at the time of sale);
 - (d) the value of the said "*projects*" and "*ventures*" (if still in operation, current; if ceased, at the time of ceasing);
 - (e) the bank accounts related and used for the "*projects*" and "*ventures*" (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order; and
 - (f) the revenue, income and profits of the "*projects*" and "*ventures*" (how, by whom, how much, when they are paid and where the same has been kept and/or is currently being channelled) (monthly from January 2019 to the date of this Order);

(4) Ms. Uyen's "*substantial income in Vietnam*" for the period from 2016 to the date of this Order the source of the same and where the same is kept including but not limited to bank accounts, safe deposit boxes etc. (whether solely or jointly, legally or beneficially owned);

(5) monies received by Ms. Uyen from her "*rich relatives in Vietnam*" for the period from 2016 to the date of this Order and full details and explanation of how, when, the quantum and under what circumstances she receives/received the monies from these "*rich relatives*" including at least the following:

- (a) date of the receipt of the monies;
- (b) the quantum of the monies received;
- (c) the full name, identification number and place of residence of the party giving money to Ms. Uyen;
- (d) the reason/purpose of the payment;
- (e) where the monies are kept (if monies are kept in bank accounts to identify the bank accounts, if monies are kept in safe deposit boxes to give full details of the location and whereabouts of the same etc.);
- (f) a full account of what has become of the monies;

(6) the source(s) of monies which Ms. Uyen uses/used to pay the Expenses (itemised in Annex A herein) including full details of the quantum, when the expense is payable/paid, who the expense is paid by and the mode of payment monthly from January 2019 to the date of this Order which shall be provided in the format set out in *Annex A*;

(7) all Ms. Uyen's bank accounts whether in Singapore or outside Singapore (whether solely or jointly owned and whether or not closed) including but not limited to:

- (a) OCBC Account No. ending 2001;
- (b) UOB Account No. ending 6131; and
- (c) EXIMBANK Account No. ending 5555;

(8) all Ms. Uyen's cash including full details of the quantum, where the cash is kept (e.g. safe deposit boxes/at home) and a full account of how the cash was spent and is being spent monthly for the period from January 2019 to the date of this Order.

2. Within seven (7) days from the date of this Order, Ms. Uyen must file and serve on the Plaintiff: (1) a list of documents ("**Ms. Uyen's LOD**") giving full discovery of the documents set out at [3] below; and (2) an affidavit verifying the LOD ("**Ms. Uyen's AVL**") allowing the Plaintiff to inspect and take copies of the same.

3. The Documents to be produced by Ms. Uyen ("**Ms. Uyen's Documents**"):

All supporting documents to the asset disclosures at [1] above including:

- (1) her payslips (including those reflecting her income from her employment as director

of TPDN from 2016 to the date of this Order and her income of SGD 122,000 in 2017 and 2018) (monthly from January 2019 to the date of this Order);

- (2) her income tax returns and Form IR8A from January 2016 to the date of this Order;
- (3) her statements from the Central Provident Fund (CPF) Board from January 2016 to the date of this Order;
- (4) her statements from the Central Depository (CDP) and/or her securities broker or fund manager in respect of her shares, bonds and/or unit trust from January 2019 to the date of this Order;
- (5) bank statements from all bank accounts held in Ms. Uyen's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;
- (6) credit card statements for all credit cards held in Ms. Uyen's name (whether solely or jointly owned and whether or not cancelled) from January 2019 to the date of this Order;
- (7) bank statements from all bank accounts held in TPDN's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;
- (8) documents evidencing how Ms. Uyen makes payment of the Expenses (including receipts, remittance advice, invoices, bank statements, cheque stubs etc.) to be itemised in the table set out at *Annex A* (monthly from January 2019 to the date of this Order);
- (9) her motor vehicle log card/printout of her vehicle registration details and hire purchase agreement in respect of her motor vehicle (latest);
- (10) her lease agreements, title deeds or certificates of title in respect of her properties or her rental agreements (whether legally or beneficially owned) (latest);
- (11) documents evidencing Ms. Uyen's alleged sale of TUTP after the 1st Mareva Order took effect, the profits which she allegedly received in "Vietnam" for the same and evidencing that those monies had been used to pay her "creditors";
- (12) documents evidencing how Ms. Uyen paid SGD 6,484.40 to the Plaintiff's (being the costs ordered against her in HC/ORC 3555/2019) after the 1st and 2nd Mareva Orders took effect.

4. In respect of [3(5)-(7)]:

- (1) An order is made pursuant to section 175 of the Evidence Act (Chapter 97) for Ms. Uyen's banks to allow the Plaintiff's solicitors to inspect and take copies of all bank statements from all bank accounts held in Ms. Uyen's name (whether solely or jointly owned and whether or not closed) from January 2016 to the date of this Order;
- (2) Ms. Uyen shall, within five (5) days from the date of receipt of the Plaintiff's written request, furnish by way of an affidavit filed in Court and served on the Plaintiff details of all transactions in all Ms. Uyen's account(s) the value of which is at least SGD 30,000 (in respect of the SGD accounts), USD 20,000 (in respect of the USD accounts) and VND 500,000,000 (in respect of the VND accounts) identifying at least the:

- (a) date of the transaction;
- (b) nature of the transaction (whether by cash, cheque, draft, telegraphic transfer, letter of credit or otherwise);
- (c) the reason and purpose of the transaction;
- (d) source and identity of the remitting party (to provide particulars of the bank account(s) and account holder(s) and, if cash was used, to identify the parties who paid the cash);
- (e) the destination and identity of the receiving party (to provide particulars of the bank account(s) and account holder(s) and, if cash withdrawals were made and/or given to other parties, to identify those parties and furnish particulars of the current whereabouts or the cash withdrawn), and the Plaintiff be at liberty to apply to vary the amounts set out above.

Annex A:

Table of Expenses (monthly from January 2019 to the date of this Order) [Month 2019]

S/ N	Item of Expenditure	Cost (SGD)	Supporting Documents (evidencing cost/ expense)	Payable (Week/ Month/ Annual etc.)	Paid By (if paid directly by the Defendants to identify their source(s) of funds and when and how such funds were given to and received by them)	Mode of Payment	Supporting Documents (evidencing payment/ receipt)
E. g. A	Condominium MCST Fees	1500	Letter from MCST attaching Invoice/ SOA	Quarterly	VXT (Pocket Money from Ms. Uyen's Mother (cash of [SGD X]) handed to him personally on [date] when she visited Singapore)	Cash	Copy of receipt from MCST

E. g. B	Mortgage Instalment	15,000	Letter from Bank	Monthly	Ms. Uyen's Mother	Cheque from Mother's Acc. No. XXX	Copy of bank statement showing deduction from Acc. No. XXX
1.	Condominium MCST Fees						
2.	Electricity/Water/G as Bills						
3.	Internet/Phone Bills						
4.	Property Tax						
5.	Mortgage Instalments						
6.	Domestic Helper's Salary						
7.	Legal Fees						
8.	Car Loan Instalments (for 2 cars)						
9.	Road Tax						
10.	Allowance for daily expenses: Groceries/ Dining Out, Transport etc.						
11.	School Fees and Pocket Money (for four children)						
12.	Insurance Premiums						

Annex E: ORC 2480/2019 made in Summons No 1859 of 2019

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Suit No 844 of 2017

Between

BTS Tankers Pte
Ltd

... *Plaintiff*

And

- (1) Energy & Commodity Pte Ltd
- (2) Vu Xuan Thu
- (3) D&N Trading & Consultancy
Limited
- (4) Dinh Thi Hoang Uyen

... *Defendants*

It is ordered that:

THE ORDER

Disposal of assets

1. (a) The 4th Defendant must not:
 - (i) remove from Singapore any of her assets which are in Singapore whether in her own name or not and whether solely or jointly owned up to the value of **USD 10,291,782**; or
 - (ii) in any way dispose of or deal with or diminish the value of any of her assets whether they are in or outside Singapore whether in her own name or not and whether solely or jointly owned up to the same value;
- (b) This prohibition includes (but is not limited to) the following assets, in particular:
 - (i) the property known as 33 Leonie Hill Road #XX-XX, Twin Peaks, Singapore 239197 or the net sale money after payment of any mortgages if it has been sold;
 - (ii) the property and assets of the business known as TUTP Pte. Ltd (UEN:XXXXXXXXXX) or the sale money if it has been sold;
 - (iii) the property and assets of the business known as TPDN Pte Ltd (UEN:XXXXXXXXXX) or the sale money if it has been sold;
 - (iv) any and all monies held by the 4th Defendant whether or not in bank accounts held

in the name of the 4th Defendant (whether solely or jointly);

(c) If the total unencumbered value of the 4th Defendant's assets in Singapore exceeds **USD 10,291,782**, she may remove any of those assets from Singapore or may dispose of or deal with them so long as the total unencumbered value of her assets still in Singapore remains not less than **USD 10,291,782**.

If the total unencumbered value of the 4th Defendant's assets in Singapore does not exceed **USD 10,291,782**, the 4th Defendant must not remove any of those assets from Singapore and must not dispose of or deal with any of them, but if she has other assets outside Singapore, the 4th Defendant may dispose of or deal with those assets so long as the total unencumbered value of all her assets whether in or outside Singapore remains not less than **USD 10,291,782**.

Disclosure of information

2. The 4th Defendant must inform the Plaintiff in writing at once of all her assets whether in or outside Singapore and whether in her own name or not and whether solely or jointly owned, giving the value, location and details of all such assets. The information must be confirmed in an affidavit which must be served on the Plaintiff's solicitors within **five (5)** days after this order has been served on the 4th Defendant.

EXCEPTIONS TO THIS ORDER

3. This order does not prohibit the 4th Defendant from spending **SGD 1,500** a week towards her ordinary living expenses. This order does not prohibit the 4th Defendant from spending **SGD 500** a week on legal advice and representation. But before spending any money, the 4th Defendant must inform the Plaintiff's solicitors in writing where the money is to come from.

4. This order does not prohibit the 4th Defendant from dealing with or disposing of any of her assets in the ordinary and proper course of business save that the 4th Defendant shall account to the plaintiff **fortnightly** for the amount of money spent in this regard.

5. The 4th Defendant may agree with the Plaintiff's solicitors that the above spending limits should be increased or that this order should be varied in any other respect but any such agreement must be in writing.

EFFECT OF THIS ORDER

6. A defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.

7. A defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

THIRD PARTIES

Effect of this order

8. It is a contempt of Court for any person notified of this order knowingly to assist in or permit a breach of the order. Any person doing so may be sent to prison or fined.

Effect of this order outside Singapore

9. The terms of this order do not affect or concern anyone outside the jurisdiction of this Court until it is declared enforceable or is enforced by a Court in the relevant country and then they are to affect him only to the extent they have been declared enforceable or have been enforced UNLESS such person is:

(a) a person to whom this order is addressed or an officer or an agent appointed by power of attorney of such a person; or

(b) a person who is subject to the jurisdiction of this Court; and

(i) has been given written notice of this order at his residence or place of business within the jurisdiction of this Court; and

(ii) is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this order.

Assets located outside Singapore

10. Nothing in this order shall, in respect of assets located outside Singapore, prevent any third party from complying with:

(a) what it reasonably believes to be its obligations, contractual or otherwise, under the laws and obligations of the country or state in which those assets are situated or under the proper law of any contract between itself and the 4th Defendant; and

(b) any orders of the Courts of that country or state, provided that reasonable notice of any application for such an order is given to the Plaintiff's solicitors.

Set-off by banks

11. This injunction does not prevent any bank from exercising any right of set-off it may have in respect of any facility which it gave to the 4th Defendant before it was notified of the order.

Withdrawals by the 4th Defendant

12. No bank need enquire as to the application or proposed application of any money withdrawn by the 4th Defendant if the withdrawal appears to be permitted by this order.

UNDERTAKINGS

13. The Plaintiff gives to the Court the undertakings set out in Schedule 1 to this order.

DURATION OF THIS ORDER

14. This order will remain in force until the trial or further order(s).

VARIATION OR DISCHARGE OF THIS ORDER

15. The 4th Defendant (or anyone notified of this order) may apply to the Court at any time to vary or discharge this order (or so much of it as affects that person), but anyone wishing to do so must inform the Plaintiff's solicitors.

NAME AND ADDRESS OF PLAINTIFF'S SOLICITORS

16. The Plaintiff's solicitors are:

ALLEN & GLEDHILL LLP

One Marina Boulevard #28-00, Singapore 018989

Tel No.: 6890 7188

Fax No.: 632 3800

Email: inquiries@allenandgledhill.com

File Ref: YYS/DSEAH/1017005594

Solicitors in charge: Yap Yin Soon, Dorcas Seah Yi Hui

INTERPRETATION OF THIS ORDER

17. (a) In this order references to "he", "him" or "his" include "she" or "her" and "it" or "its".
- (b) Where there are 2 or more defendants then (unless the context indicates differently) references to "the Defendants" mean both or all of them; and
- (c) An order requiring "the defendants" to do or not to do anything requires each defendant to do or not to do the specified thing.

Notice:

PENAL NOTICE

If you, the within-named 4th Defendant (whether by yourself, your servant or agent) neglect to obey this Order by the time therein limited and/or otherwise disobey this Order, you will be liable to process of execution for the purposes of compelling you to obey the same.

SCHEDULE 1

Undertakings given to the Court by the Plaintiff

1. If the Court later finds that this order has caused loss to the 4th Defendant, and decides that the 4th Defendant should be compensated for that loss, the Plaintiff shall comply with any order the

Court may make.

2. As soon as is practicable the Plaintiff shall serve on the 4th Defendant a copy of the affidavits and exhibits containing the evidence relied on by the Plaintiff.
3. Anyone notified of this order will be given a copy of it by the Plaintiff's solicitors.
4. The Plaintiff shall pay the reasonable costs of anyone (other than the 4th Defendant) which have been incurred as a result of this order including the costs of ascertaining whether that person holds any of the 4th Defendant's assets and if the Court later finds that this order has caused such person loss, and decides that such person should be compensated for that loss, the Plaintiff will comply with any order the Court may make.
5. If this order ceases to have effect, the Plaintiff will immediately take all reasonable steps to inform in writing anyone to whom he has given notice of this order, or who he has reasonable grounds for supposing may act upon this order, that it has ceased to have effect.
6. The Plaintiff shall not without the leave of the Court begin proceedings against the 4th Defendant in any other jurisdiction or use information obtained as a result of an order of the Court in this jurisdiction for the purpose of civil or criminal proceedings in any other jurisdiction.
7. The Plaintiff shall not without the leave of the Court seek to enforce this order in any country outside Singapore or seek an order of a similar nature including orders conferring a charge or other security against the 4th Defendant or the 4th Defendant's assets.

[\[note: 1\]](#) VXT's 7th affidavit filed on 7 November 2018 at para 7.

[\[note: 2\]](#) VXT's 20th affidavit at paras 40(e)(i)-(xvi).

[\[note: 3\]](#) VXT's 18th affidavit at Exhibit B.

[\[note: 4\]](#) VXT's 11th affidavit at para 22.

[\[note: 5\]](#) Dinh's 2nd affidavit filed on 14 May 2019 at para 8.

[\[note: 6\]](#) Dinh's 1st affidavit filed on 22 April 2019 at para 17.

[\[note: 7\]](#) Dinh's 7th affidavit filed on 17 June 2019 at para 3.

[\[note: 8\]](#) Dinh's 8th affidavit filed on 8 October 2019 at para 7

[\[note: 9\]](#) Dinh's 9th affidavit filed on 15 November 2019 at para 7.

[\[note: 10\]](#) VXT's 20th affidavit at para 40(a).

[\[note: 11\]](#) VXT's 4th affidavit filed on 13 June 2018 at para 22.

[\[note: 12\]](#) NE (23 October 2020) at pp 33–34.

[\[note: 13\]](#) Lison’s second affidavit at Exhibit VL–3, Tab 16 from p 947.

[\[note: 14\]](#) Lison’s second affidavit at Exhibit VL–3, Tab 5 from p 441.

[\[note: 15\]](#) Lison’s second affidavit at p 94.

[\[note: 16\]](#) VXT’s 20th affidavit at para 40(d).

[\[note: 17\]](#) Plaintiff’s skeletal submissions dated 19 October 2020 at para 3

[\[note: 18\]](#) Lison’s third affidavit at p 63.

[\[note: 19\]](#) Lison’s third affidavit at p 64.

[\[note: 20\]](#) Lison’s third affidavit at p 66.

[\[note: 21\]](#) VXT’s 20th affidavit at para 38.

[\[note: 22\]](#) Dinh’s 15th affidavit filed on 11 September 2020 at para 12.

[\[note: 23\]](#) Lison’s third affidavits at pp 67–73.

[\[note: 24\]](#) NE (9 June 2020) at p 8, lines 24–27.

[\[note: 25\]](#) NE (23 October 2020) at pp 31 and 35.