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

[2023] SGHC 308

Originating Claim No 179 of 2022 (Registrar's Appeal No 222 of 2023)

Between

Matthew Peloso

… *Claimant*

And

(1) Vikash Kumar
(2) UHP Holdings Pte Ltd

… *Defendants*

JUDGMENT

[Civil Procedure — Striking out]
[Civil Procedure — Rules of Court 2021 — Ideals]

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v
Vikash Kumar and another

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Goh Yihan J
24 October 2023

27 October 2023 Judgment reserved.

Goh Yihan J:

1 This is the defendants' appeal against the decision of the learned Assistant Registrar (the "learned AR") in HC/SUM 2670/2023 ("SUM 2670") to not strike out the claimant's claim in HC/OC 179/2022 ("OC 179"), on the basis that the claim is factually and/or legally unsustainable. Having considered the parties' submissions, I allow the appeal for reasons I will elaborate on below.

2 In particular, this appeal turns primarily on a question of principle: if a claimant's own expert evidence, which he adduced to rebut the defendant's expert evidence on a critical issue of fact, in reality *supports* the defendant's version of events, is there still a triable issue of fact for a trial judge to decide? Although the learned AR thought that there remained a triable issue, I respectfully disagree and find that there is no longer a triable issue. The result is that the claimant's claim should be struck out.

Background facts

The events leading up to OC 179

3 I begin with the brief background facts. The second defendant, UHP Holdings Pte Ltd ("UHP"), is a special purpose vehicle that was incorporated on 23 November 2018 for investment purposes. It is beneficially owned by Hector Capital Holdings Pte Ltd, which is one of the entities under Hector Capital Partners ("Hector"). The first defendant, Mr Vikash Kumar, is the Chief Investment Officer of Hector.

4 Since late 2015, Hector has invested in the alternative energy industry. Then, beginning from July 2017, Hector invested in a solar energy development company in Singapore known as Entoria Energy Pte Ltd ("EEPL"). In 2018, Hector, through EEPL, began to consider an investment in Sun Electric Pte Ltd ("SE") and three of its subsidiaries. The claimant, Mr Matthew Peloso, is the founder of SE. He has been a shareholder and director of SE since its incorporation but ceased to be a shareholder on 18 June 2021.

5 Between January and June 2019, EEPL and SE continued discussions regarding EEPL's potential investment in SE. Eventually, on 29 June 2019, UHP, SE, and three of its subsidiaries entered into an investment agreement (the "29 June Investment Agreement"). Under this agreement, UHP would acquire 51% of shares in SE and three of its subsidiaries for consideration of $21,000 each, with the total consideration to the four companies being $84,000. In return, UHP would use its best efforts to arrange a further capital injection of at least US$10m in the form of a debt facility.

6 After the 29 June Investment Agreement was signed, the claimant informed the first defendant that SE needed more than US$10m in funding. The

parties agreed that UHP would provide an increased credit line of US$100m on a best-efforts basis. However, this facility would not be fully disbursed upfront, but instead in stages upon SE and its subsidiaries reaching certain agreed milestones. In return, UHP would be entitled to 80% (an increase from the original 51%) of shares in SE and its three subsidiaries. The consideration was to remain the same at $21,000 each. On 2 July 2019, the parties entered into a revised investment agreement on those terms (the "2 July Investment Agreement"). Then, on 3 July 2019, UHP and SE entered into a loan facility agreement that provided for a secured credit facility of up to US$100m (the "3 July Loan Facility Agreement").

7 It is important to note for present purposes that the claimant does not dispute the existence and validity of the three documents mentioned above, namely, the 29 June Investment Agreement, the 2 July Investment Agreement, and the 3 July Loan Facility Agreement. Indeed, the claimant had listed all three documents in his List of Documents that he provided to the defendants pursuant to the court's direction for the parties to exchange documents that they would be relying on in OC 179.

8 Subsequently, as the claimant claims in OC 179, the first defendant allegedly signed an investment agreement dated 18 November 2019 (the "Alleged 18 November Investment Agreement"). Under this agreement, the first defendant allegedly agreed on behalf of UHP to acquire 51% of the shares in SE for a consideration of $5.15m. This forms the basis for the claimant's action in OC 179 against the defendants.

9 Notwithstanding the Alleged 18 November Investment Agreement, on 25 November 2019, SE issued and passed the Share Application Form and Directors' Resolution, respectively, by allotting 51% of the ordinary shares of

SE to UHP for a consideration of $21,000. On 27 November 2019, the shares were allotted to UHP. This allotment was supposedly done pursuant to the 2 July Investment Agreement, which provided that these forms could not be filed earlier than 1 October 2019. However, this was clearly a mistake as the 2 July Investment Agreement provided for an allotment of 80% of the shares in SE and three of its subsidiaries. The mistake arose because SE had used the wrong share allotment forms from the superseded 29 June Investment Agreement instead of the 2 July Investment Agreement. SE fixed this mistake on 23 December 2019, by issuing and passing the correct Share Application Form and Directors' Resolution, respectively, to allot an additional 322,050 of the ordinary shares in SE to UHP.

The commencement of OC 179

10 On 5 August 2022, the claimant commenced OC 179. He claims for the sum of $5.15m that the defendants had allegedly failed to pay pursuant to the Alleged 18 November Investment Agreement. The claimant's pleading in the Statement of Claim on the formation of this agreement is in the following terms: "[b]y a written agreement dated 18 November 2019, the [c]laimant, with the consent of the existing shareholders of [SE] at the time, and the [d]efendants agreed to a dilution of the shares in [SE] and for the [second] [d]efendant to be issued a majority of ordinary shares in [SE] for the amount of S$5,150,000.00".[1]

11 As the defendants' position is that the Alleged 18 November Investment Agreement was never signed, they issued a Notice to Produce Documents to require the claimant to produce, among other documents, this agreement. On 14 October 2022, the claimant provided an electronic copy of the Alleged

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[1] Statement of Claim (Amendment No. 1) at para 4.

18 November Investment Agreement. As the defendants would not accept an electronic copy of the document, on 17 October 2022, their solicitors wrote to the claimant's solicitors to ask for the original document for inspection. On 18 October 2022, the claimant's solicitors replied to state that "[w]e are instructed that the *original wet ink* version of the Investment Agreement dated 18 November 2019 … was retained by either of [the defendants] and that [the claimant] was only provided with a copy of the Agreement" [emphasis in original].[2]

12 The defendants' solicitors responded to reject the claimant's version of events. On 23 November 2022, the defendants submitted the Alleged 18 November Investment Agreement, as well as the 3 July Loan Facility (which the parties accept to be genuine), to the Health Sciences Authority ("HSA") for handwriting analysis. On 24 February 2023, HSA concluded that the first defendant's signatures on both the Alleged 18 November Investment Agreement and the 3 July Loan Facility were "almost superimposable" with "no exclusionary difference" in both the length of the signature line beneath the signature and even the position of the signatures relative to the signature line.[3] The defendants exhibited HSA's report in their application for security for costs in HC/SUM 597/2023 ("SUM 597").

13 In his reply affidavit dated 18 April 2023 in SUM 597, the claimant exhibited a forensic expert report which he had obtained from Infinity Forensics. The report concluded that the first defendant's signatures on the Alleged 18 November Investment Agreement and the 3 July Loan Facility

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2 Defendants' Bundle of Documents dated 19 October 2023 ("DBOD") at p 342.

3 DBOD at p 361 para 16.

"aligns [*sic*] on top of each other almost perfectly".[4] The report further concluded that it is "very likely" that one signature was copied and inserted from the other signature as "[i]t will be almost impossible for a human to sign 2 identical signatures".[5] In short, the claimant's own expert agreed with the defendants' expert that the first defendant's signature on the two documents are practically identical.

14 Subsequently, the defendants filed HC/SUM 1656/2023 ("SUM 1656") to seek further and better particulars of the Statement of Claim from the claimant. On 10 August 2023, the claimant filed his further and better particulars, which stated, among other things, that: (a) the Alleged 18 November Investment Agreement was signed "in person", and that (b) this was done either on 20 or 21 November 2019 at around 1.30pm at the office of Hector Capital Pte Ltd in the Singapore Land Tower. For clarity, Hector Capital Pte Ltd is a distinct entity from Hector Capital Holdings Pte Ltd. The claimant's version of events must also be seen in the light of his reply affidavit dated 18 April 2023 in SUM 597, where he said the following: "I wish to state that I do not have the original version of the [Alleged 18 November Investment Agreement] *with wet ink signatures* … as it was retained by the [first] [d]efendant and/or the [second] [d]efendant" [emphasis added].[6] Taken together, the claimant's case as contained in his pleadings and affidavits is that the Alleged 18 November Investment Agreement was signed by the parties *physically* (as opposed to electronically).

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4 DBOD at p 401 para 9.2.

5 DBOD at p 401 para 9.4.

6 Claimant's Reply Affidavit in HC/SUM 597/2023 dated 18 April 2023 at para 44.

15 On 4 September 2023, the defendants filed SUM 2670 to strike out the claimant's claim in OC 179. Among other arguments, the defendants' primary case is that the first defendant's signature on the Alleged 18 November Investment Agreement had been copied and inserted from the 3 July Loan Facility Agreement. Therefore, the Alleged 18 November Investment Agreement was forged and unenforceable. The learned AR heard and dismissed SUM 2670 on 6 October 2023. The learned AR's decision forms the subject of the appeal presently before me.

The learned AR's decision

16 I turn now to briefly examine the learned AR's decision. In brief, the learned AR dismissed SUM 2670 for two principal reasons. First, she held that whether the first defendant's purported signature on the Alleged 18 November Investment Agreement was copied and inserted from the 3 July Loan Facility Agreement "cannot be determined at this interlocutory stage without cross-examining [the experts] on their reports, as well as cross-examining [the claimant] and the [first defendant]" since such a task "strictly belongs to a trial judge who will have the benefit of all the fact-finding processes in a full trial".[7]

17 Second, the learned AR held that although the claimant had admitted that he did not have contemporaneous documentary evidence regarding his assertion that the Alleged 18 November Investment Agreement was signed on 20 or 21 November 2019, the said agreement may still be genuine. The learned AR explained that the contemporaneous documents "may affect the strength of [the claimant's] claim in OC 179 or [the claimant's] credibility", which must be tested at trial. Accordingly, she "[did] not think the only possible

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7 Certified Transcript dated 6 October 2023 at Annex para 4.

conclusion is that the [Alleged 18 November Investment Agreement] was forged and that the SOC should be struck out".[8]

The parties' cases on appeal

18 On appeal, the defendants make three main arguments. First, their primary case is that the Alleged 18 November Investment Agreement was forged and that they did not enter into such an agreement. In this regard, the defendants understandably emphasise that both parties' experts agree that the first defendant's signatures on the Alleged 18 November Investment Agreement and the 3 July Loan Facility Agreement are "almost superimposable", "almost identical", and that it is "almost impossible for a human to sign 2 identical signatures".[9] The defendants say that this is significant because the claimant's own pleaded position is that the first defendant had physically signed the Alleged 18 November Investment Agreement. Indeed, the claimant's own case is that this "wet ink" version of the document was later scanned, and a copy provided to the claimant. Therefore, the objective evidence shows that the claimant's case that the first defendant had signed the Alleged 18 November Investment Agreement in wet ink is factually unsustainable.[10] Since the claimant has not run any alternative case, it must follow that the claimant's claim in OC 179 should be struck out.

19 Second, the defendants point out that, apart from the Alleged 18 November Investment Agreement, the claimant has not adduced any documentary evidence to support his claim. Instead, all that the claimant has

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8 Certified Transcript dated 6 October 2023 at Annex para 6.

9 Defendants' Written Submissions dated 19 October 2023 ("DWS") at para 2(b).

10 DWS at para 2(c).

said is that he had "lost" or "misplaced" all contemporaneous documents save for the agreement that he is suing on.[11]

20 Third, the defendants also argue that the claimant's claim is directly contradicted by the objective facts. For example, the parties do not dispute that the second defendant was issued 80% of the ordinary shares in SE and three of its subsidiaries for a consideration of $21,000 with a structured finance facility of up to US$100m. Therefore, it would not make sense for the defendants to purchase 51% of the shares in SE for $5.15m when they have *already* purchased 80% of the shares. Indeed, it is logically impossible for the defendants to purchase 80% plus 51% of the said shares, which add up to more than 100%.[12]

21 In response, the claimant makes three arguments. First, whether the first defendant's signature was forged in the Alleged 18 November Investment Agreement should not be determined at this interlocutory stage.[13] Second, the claimant's failure to adduce contemporaneous documentary evidence to support his claim does not mean that he has no case or that his claim should be struck out.[14] Third, and perhaps most substantively, there are triable issues to the claimant's claim. For example, whether the first defendant's signature was forged in the Alleged 18 November Investment Agreement is itself a triable issue.[15] In addition, the claimant raises several other supposedly triable factual and legal issues, such as:[16]

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11 DWS at para 2(h).

12 DWS at para 2(i).

13 Claimant's Written Submissions dated 19 October 2023 ("CWS") at paras 15–19.

14 CWS at paras 20–26.

15 CWS at para 28(a).

16 CWS at paras 28(b)–28(f).

(a) the enforceability of the Alleged 18 November Investment Agreement, and if it were to be enforced, whether it would supersede the 2 July Investment Agreement;

(b) whether the 2 July Investment Agreement has been voided;

(c) whether the terms of the 2 July Investment Agreement has been breached by either party;

(d) whether the 2 July Investment Agreement was terminated by either party; and

(e) the claimant's intention of bringing a relevant witness to support his claim against the defendants.

22 In short, the claimant submits that the defendants' application in SUM 2670 does not meet the high threshold for striking out.

My decision: the appeal is allowed

23 For the reasons that I will now explain, I allow the appeal.

The applicable principles

24 To begin with, the defendants' application to strike out the claimant's claim in OC 179 is based on O 9 r 16(1) of the Rules of Court 2021 (the "ROC 2021"), which provides that:

> **16.**—(1) The Court may order any or part of any pleading to be struck out or amended, on the ground that —
>
> (*a*) it discloses no reasonable cause of action or defence;
>
> (*b*) it is an abuse of process of the Court; or
>
> (*c*) it is in the interests of justice to do so,

> and may order the action to be stayed or dismissed or judgment to be entered accordingly.

Equally pertinently for present purposes, O 9 r 16(2) provides as follows:

> (2) No evidence is admissible on an application under paragraph (1)(*a*).

25 In the High Court decision of *Leong Quee Ching Karen v Lim Soon Huat and others* [2022] SGHC 309 ("*Karen Leong*"), the court made the following general observations on the law on striking out (at [25]–[26]):

> 25 First, it is trite that the bar for succeeding in a striking out application is a high one. Thus, it has been said in *Wing Joo Loong Ginseng Hong (Singapore) Co Pte Ltd v Qinghai Xinyuan Foreign Trade Co Ltd and another and another appeal* [2009] 2 SLR(R) 814, where the Court of Appeal cited its previous decision in *Ko Teck Siang v Low Fong Mei* [1992] 1 SLR(R) 22, which in turn endorsed the English Court of Appeal case of *Wenlock v Moloney* [1965] 1 WLR 1238, (at [172]) that the power to strike out is "very sparingly exercised, and only [applied] in very exceptional cases" and would not be justified "merely because the story told in the pleadings was highly improbable, and one which it was difficult to believe could be proved". …
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> 26 Second, pursuant to the above, the applicant in a striking out application bears the burden of proving that the claim is "obviously unsustainable, the pleadings [are] unarguably bad and it must be impossible, not just improbable, for the claim to succeed before the court will strike it out" (see the High Court decisions of *Koh Kim Teck v Credit Suisse AG, Singapore Branch* [2015] SGHC 52 at [21] as well as *Bank of China Ltd, Singapore Branch v BP Singapore Pte Ltd and others* [2021] 5 SLR 738 at [21]).

26 In the present case, the defendants do not rely on the ground in O 9 r 16(1)(*a*) because O 9 r 16(2) provides that no evidence can be admitted on an application to strike out under that ground. Indeed, as the learned authors of *Singapore Civil Procedure 2021* observe in relation to the identical O 18 r 19(2) of the Rules of Court (2014 Rev Ed) (the "ROC 2014"), the reason why no affidavit can be filed in support of an application to strike out under this

particular ground because "it is essentially a question of law and the pleaded facts are presumed to be true in favour of the claimant" (see *Singapore Civil Procedure 2021* vol 1 (Cavinder Bull gen ed) (Sweet & Maxwell, 2021) at para 18/19/5).

27 Turning now to the two grounds in O 9 rr 16(1)(*b*) and 16(1)(*c*), the High Court has held that there would be an abuse of process (which is the ground under r 16(1)(*b*)) if a claimant knowingly pursues a case that is "doomed to fail" (see the High Court decision of *Kim Hok Yung and others v Cooperatieve Centrale Raiffeisen-Boerenleenbank BA (trading as Rabobank) (Lee Mon Sun, third party)* [2000] 2 SLR(R) 455 at [17]). In such a case, the claimant would, in effect, be wasting the court's time and this would amount to an abuse of process as the proceedings serve no useful purpose. As for the broad ground under r 16(1)(*c*), Professor Jeffrey Pinsler SC has observed that this is a new provision that has no counterpart in O 18 r 19 of the ROC 2014 (see Jeffrey Pinsler, *Singapore Civil Procedure* (LexisNexis, 2022) at para 24-113). Instead, the learned author notes that this provision is "residuary in nature and is intended to empower the court to terminate action or dismiss a defence or make any other appropriate order if this outcome is necessary to achieve the interests of justice". Thus, the inclusion of this provision means that "if there are circumstances which do not fall within paras (a) and (b) of r 16(1), they may be caught by para (c) of r 16(1)" (at para 24-113).

The claimant's claim should be struck out as being an abuse of process or because it is in the interests of justice to do so

28 In my judgment, the claimant's claim should be struck out for being an abuse of process or because it is in the interests of justice to do so. In coming to this conclusion, I respectfully agree with Hri Kumar Nair J's important

observations in the High Court decision of *Asian Eco Technology Pte Ltd v Deng Yiming* [2023] SGHC 260 (at [18]) that "the grounds of 'abuse of process' and 'interests of justice' under O 9 r 16 of the ROC 2021 should not be construed too widely" because "[a]n overly liberal interpretation of the grounds under O 9 r 16 may invite a deluge of striking out applications and appeals arising out of these applications". However, in my respectful view, the learned judge was certainly not suggesting that a striking out application cannot succeed in an appropriate case. This constitutes one such case.

29 First, it is clear that a claimant is bound by its pleadings when a striking out application is made against him. Although I agree with the claimant's reliance on the High Court decision of *Jiangsu New Huaming International Trading Co Ltd v PT Musim Mas and another* [2023] SGHC 27 (at [15]) for the proposition that "[p]leadings are meant for parties to establish facts, and discovery and interrogatories are meant for parties to gather evidence", this does not detract from the principle that a claimant's pleadings must allow the defendant to know the case that he has to meet. If the defendant thinks that the claimant has no viable case and applies to strike out the claimant's case, this must be because of the claimant's pleadings, which the claimant is bound by. Short of a successful application to amend its pleadings, a claimant cannot be allowed to shift the goal posts when the defendant is bearing down on a metaphoric goal. This is also consistent with the oft-cited proposition from the English Court of Appeal decision of *Drummond-Jackson v British Medical Association* [1970] 1 WLR 688, albeit in relation to the English equivalent of the ground in r 16(1)(*a*), that a reasonable cause of action means a cause of action with some chance of success when only the allegations *in the pleadings* are considered. For this proposition to make any sense, it must follow that a claimant must be bound by its pleadings .

30 On the facts of the present case, it is clear from the claimant's *own* pleadings and affidavit evidence that his case is that the first defendant signed the Alleged 18 November Investment Agreement *physically* (as opposed to electronically). The claimant has not run an alternative case, as the learned AR appeared to suggest below, that the first defendant signed another copy of the said agreement electronically. In this regard, in so far as the learned AR accepted the submissions by Mr Viveganandam Devaraj ("Mr Devaraj"), who appeared for the claimant, that there was such an alternative possibility, I respectfully think that she ought not to have done so. The claimant is bound by his pleaded case, and it is not correct for his counsel to make up for his incomplete case from the Bar without any evidence or (so it appeared) any instructions from the claimant.

31 Second, since the claimant is bound by his pleaded case that the first defendant signed the Alleged 18 November Investment Agreement *physically*, it follows that if this account can be determinatively dispelled, then the claimant's claim must have no basis to stand on and should be struck out. In this regard, while I agree with the learned AR that the fact-finding task "strictly belongs to a trial judge who will have the benefit of all the fact-finding processes in a full trial", this broad proposition extends only to a situation where there is a dispute of fact between the parties. If the parties, or the evidence adduced to support their respective cases, are actually aligned as to a state of facts, then it would not advance the Ideals found in O 3 r 1(2) of the ROC 2021 to continue an action that would only make sense had there been disagreement on such facts. This is because the Ideals emphasise, among other principles, expeditious proceedings, cost-effective and proportionate work, and efficient use of court resources (see O 3 r 1(2)(*b*), r 1(2)(*c*), and r 1(2)(*d*) of the ROC 2021). It will further these Ideals to discontinue proceedings where the parties' *own* evidence

erases any dispute of fact, without which there would no basis to the underlying action. Put differently, it cannot be expeditious, cost-effective, or efficient to put the parties through a full trial where there is plainly no sustainable dispute of fact that underlies the entire action.

32 In this regard, I disagree with Mr Devaraj that the defendants are somehow precluded from applying to strike out the claimant's claim before the exchange of affidavits of evidence-in-chief ("AEIC"). Mr Devaraj explained that the claimant ought to be given a chance to ventilate his case theory more fully in his AEIC. Instead, I agree with Mr Victor Leong ("Mr Leong"), who appeared for the defendants, that such a requirement is not only absent in the ROC 2021 but would also make no practical sense. This is because if a party can resist striking out by saying that he wants to file an AEIC, then the entire striking out regime would be at the mercy of such requests by parties. This cannot be the case.

33 In the present case, the claimant's pleaded case has been rendered factually impossible by his *own* expert's evidence that the first defendant's signatures on the Alleged 18 November Investment Agreement and the 3 July Loan Facility Agreement "aligns [*sic*] on top of each other almost perfectly" and it was "very likely" that one was copied and inserted from the other since it would be "almost impossible for a human to sign 2 identical signatures".[17] While the claimant may say that the expert's view is that it is only "almost impossible" and not "completely impossible", this is really a matter of semantics. For all intents and purposes, the claimant's own expert concluded, in agreement with the defendants' expert, that the first defendant's signature on

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17 DBOD at p 401 paras 9.2–9.4.

the Alleged 18 November Investment Agreement had been copied and inserted from the earlier and genuine 3 July Loan Facility Agreement. It is important to note that the claimant's expert's mandate was, among other things, to "[d]etermine if the questioned signature found in the [Alleged 18 November Investment Agreement] could have originated from the specimen signature in [the 3 July Loan Facility Agreement]".[18] The claimant's expert's answer to this very question therefore dispels the claimant's pleaded case that the first defendant had signed the Alleged 18 November Investment Agreement *physically*. There is no need to put the parties through a full trial given that the parties' experts are *ad idem* on their forensic analyses of the signatures.

34 Third, and for completeness, I agree with the learned AR that the absence of contemporaneous documents that support the Alleged 18 November Investment Agreement is not determinative for a striking out application. I accept that this may point to the claimant's case being weak, but it does not necessarily mean that his case is impossible or improbable. To be fair to Mr Leong, he reasonably agreed that such absence alone would not be sufficient for a striking out application to succeed. Similarly, I also do not think that the mere fact that the objective facts supposedly contradict the Alleged 18 November Investment Agreement, such as it being uncommercial or illogical, can be determinative for a striking out application. These allegations, even if true, do not necessarily mean that the claimant's claim cannot succeed. However, given my conclusions above, there is no need for me to enter into a more detailed analysis of the claimant's case on the basis of the objective evidence.

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[18] DBOD at p 394 para 5.2.

Conclusion

35 For the reasons above, I allow the appeal. I do so on the basis that the claimant's sole pleaded case is factually impossible by virtue of the expert evidence from *both* parties. Since the claimant has not advanced any alternative case in his pleadings, it does not advance the Ideals in the ROC 2021 of expedience, cost-effectiveness, or efficiency to put the parties through a full trial.

36 Unless the parties are able to agree on costs here and below, they are to file their written submissions on the appropriate costs order, limited to seven pages, within 14 days of this decision.

Goh Yihan
Judge of the High Court

Viveganandam Devaraj, Prasanth Ganesan @ Prasanth s/o Ganesan and K Balakumar (Lions Chambers LLC) for the claimant;
Tan Zhengxian Jordan and Leong Hoi Seng Victor (Audent Chambers LLC) (instructed), Wong Thai Yong (Wong Thai Yong LLC) for the defendants.