Liao Eng Kiat v Burswood Nominees Ltd
[2004] SGCA 45

Case Number : CA 6/2004

Decision Date : 05 October 2004

Tribunal/Court : Court of Appeal

Coram : Belinda Ang Saw Ean J; Chao Hick Tin JA; Yong Pung How CJ

Counsel Name(s) : Jeanny Ng (Jeanny Ng) for appellant; K Shanmugam SC and Andrew Chan (Allen and Gledhill) and Tay Mui Leng Sharon (Donaldson and Burkinshaw) for respondent

Parties : Liao Eng Kiat — Burswood Nominees Ltd

Betting, Gaming and Lotteries – Transactions abroad – Claim upon dishonoured cheque issued to casino – Whether claim for money given under loan or money won upon wager – Section 5(2) Civil Law Act (Cap 43, 1994 Rev Ed)

Conflict of Laws – Foreign judgments – Recognition – Recognition – Judgment given in foreign court on dishonoured cheque – Whether just and convenient for court to enforce foreign judgment in Singapore – Section 3(1) Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Rev Ed)

Conflict of Laws – Foreign judgments – Recognition – Judgment given in foreign court on dishonoured cheque – Whether Singapore courts precluded from recognising foreign judgment on grounds of public policy – Section 5(2) Civil Law Act (Cap 43, 1994 Rev Ed), s 3(2)(f) Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Rev Ed)

5 October 2004

Yong Pung How CJ (delivering the judgment of the court):

1 This appeal concerned the enforcement of a judgment (the "Australian judgment"), given by the Supreme Court of Western Australia in favour of the respondent casino, Burswood Nominees Ltd ("Burswood"), for its claim on, *inter alia*, a dishonoured cheque issued by the appellant, Liao Eng Kiat ("Liao"). The Singapore High Court allowed registration of the Australian judgment here. Liao failed to have the registration set aside, and appealed. We dismissed Liao's appeal and now give our reasons.

Background facts

2 Burswood operated a licensed casino in Perth, Western Australia. Liao was a regular visitor to the Burswood casino. Depending on his turnover at the casino tables, Burswood provided Liao with various perks, such as reimbursement of his airfare and hotel and food expenses.

3 On or around 19 November 1997, Liao flew to Perth and checked into Burswood's hotel. The next day, he utilised Burswood's cheque cashing facility ("CCF") to buy a chip purchase voucher. Essentially, the CCF allowed Liao to issue a personal cheque to the casino in exchange for a voucher of equivalent value. Liao issued a cheque for S$52,900 and was given a voucher of A$50,000 in return. Liao then exchanged this voucher for A$50,000 worth of gambling chips, which he proceeded to lose entirely at the gambling tables.

4 Liao's personal cheque was dishonoured upon presentation. He did not deny his liability to repay the debt to Burswood, but asked for an extension to settle the outstanding amount.

5 After three years had passed and Liao had failed to make any payment to Burswood,

Burswood sued upon the dishonoured cheque in the District Court of Western Australia. On 13 December 2001, after Liao's failure to enter an appearance, Burswood obtained a default judgment against him for the sum of A$78,331.50 (the "judgment sum") with costs of A$2,765.28. For purposes of registration, s 142 of the Supreme Court Act 1935 (Western Australia) deems the decision of the District Court of Western Australia to be a judgment of the Supreme Court of Western Australia.

6 In August 2003, Burswood successfully applied for registration of the Australian judgment in the Singapore High Court under the Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Rev Ed) ("RECJA"). Two months later, Liao took out an application before an assistant registrar by way of summons in chambers to set aside the registration. He failed and appealed to the High Court, where his appeal was dismissed.

The appeal

Legislation and case law

Legislation

7 Two pieces of legislation were central to this appeal. The first was s 5 of the Civil Law Act (Cap 43, 1994 Rev Ed) ("CLA"), which states:

> (1) All contracts or agreements, whether by parol or in writing, by way of gaming or wagering shall be null and void.
>
> (2) No action shall be brought or maintained in the court for recovering any sum of money or valuable thing alleged to be won upon any wager or which has been deposited in the hands of any person to abide the event on which any wager has been made.

8 The second piece of legislation was s 3(2)(f) of the RECJA, which provides:

> No judgment shall be ordered to be registered under this section if the judgment was in respect of a cause of action which for reasons of public policy or for some other similar reason could not have been entertained by the registering court.

Case law

9 The case of *Star City Pty Ltd v Tan Hong Woon* [2002] 2 SLR 22 ("*Star City*") was of particular importance in the course of our deliberations. As this judgment will make frequent reference to *Star City*, it is appropriate to deal with it in some detail at the outset.

10 The facts of *Star City* are as follows. The plaintiff casino, located in Sydney, had a CCF that worked on largely the same premises as Burswood's CCF. The defendant in *Star City* had handed five cheques to the casino in exchange for a chip purchase voucher, which was then changed for gambling chips. The defendant's cheques were dishonoured for lack of sufficient funds, and the casino sued in the Singapore High Court to recover the money as an unpaid loan made to the defendant. The defendant contended that the transaction was a gaming contract, and that as such, s 5 of the CLA debarred the casino from bringing an action to recover the moneys owed to it.

11 In the High Court, Tan Lee Meng J dismissed the casino's claim: *Star City Pty Ltd v Tan Hong Woon* [2001] 3 SLR 206. He observed that s 5(2) of the CLA barred our courts from adjudicating any action to recover money alleged to have been won upon any wager, regardless of whether the

gambling took place in Singapore or abroad. After a detailed consideration of the case law, he decided that the action was one for money won upon a wager. Accordingly, s 5(2) of the CLA relieved the court from having to deal with the casino's claim.

12 For reasons which will be particularised later in this judgment, we agreed with Tan J's decision after hearing the casino's appeal.

13 At this juncture, it suffices to note that the facts of the present case differed from those of *Star City* in one essential aspect. In *Star City*, the casino brought a fresh claim for the money on the dishonoured cheque in the Singapore courts. In the present case, however, Burswood had already obtained a judgment on the dishonoured cheque in the Australian court, and sought registration of the Australian judgment in Singapore. Registration will not be ordered if the appellant is able to establish any one of the limited number of exceptions in s 3(2) of the RECJA. The principal issue canvassed on appeal was whether s 5(2) of the CLA and s 3(2)(f) of the RECJA precluded registration of the Australian judgment on grounds of public policy. We now lay out our analysis of this issue in three stages.

Stage 1: Characterisation of the claim

14 It is settled law that whilst s 5(1) of the CLA only renders the original wagering or gaming contract null and void, s 5(2) strikes down as unenforceable all other contracts to pay the sum won upon a wager. As we pointed out in *Star City*, the success of the casino's claim depended on the characterisation of the transaction in question. If the transaction was characterised as a loan, the action on the loan itself would succeed as long as the loan was valid under its governing law. In contrast, if the court characterised the transaction as an action to recover money won upon a wagering contract, s 5 of the CLA would preclude recovery of the money.

15 In this regard, the trial judge found that the principal judgment sum was a loan given by Burswood to Liao to enable Liao to gamble at the casino. Liao challenged this finding, asserting that the sum claimed by Burswood under the dishonoured cheque was for money won upon a wager.

16 In turn, Burswood sought to obviate this problem by persuading us that we were not free to re-characterise Burswood's claim. Instead, Burswood said that we should limit ourselves to the causes of action contained in the Australian judgment. In other words, this court should only consider whether the original causes of action based on dishonour of a cheque and breach of the CCF were against Singapore public policy. We had no difficulty dismissing this argument. We were of the opinion that we were entitled to look beyond the technical causes of action before the Australian court to the context in which these causes of action arose when deciding whether s 3(2)(f) should apply to preclude registration of the Australian judgment.

17 Burswood argued that the handing over of the cheque pursuant to the CCF was simply a payment for a voucher. The wager itself only took place when the gambling chips exchanged for the voucher were used at the gambling tables. Liao, on the other hand, drew our attention to the affidavit testimony of a credit manager at Burswood's casino, Mr Roger Lewis. Mr Lewis testified that the CCF is not a credit facility and that s 21 of the Casino (Burswood Island) Agreement prohibits the giving of loans to patrons. We were of the opinion that Mr Lewis' characterisation of the CCF was not determinative of its actual characterisation in law. Rather, as we held in *Star City* at [38], the "overriding test" when determining whether to characterise a claim as a loan or a gaming debt must be "the essence of the transaction itself as determined by the courts of the forum".

18 Burswood contended that its CCF could be distinguished from the facility offered in *Star City*

because the casino in *Star City* required that the cheque remain uncashed for ten days, whereas Burswood did not lay down a similar requirement. We were not swayed by this argument. As we noted at [36] of *Star City*, the requirement that cheques presented under the casino's CCF remain uncashed for ten days only served as "a deferred form of payment to give gamblers time to ensure that they have sufficient funds to repay their gambling losses in their bank accounts". This did not change the fact that the CCF's sole purpose was to enable patrons to gamble on credit, and that chips obtained via the CCF and placed on the gaming tables merely represented the moneys paid in advance by the gamblers to the casino by their cheques. We did not think that the absence of a requirement that Liao's cheque should remain uncashed for a certain period of time was so significant as to alter the entire nature of the transaction.

19 In reaching our decision that the CCF in *Star City* was not a loan facility, we noted several features of the CCF, namely that:

(a) the chips were worthless outside the casino;

(b) no moneys were ever advanced by the casino, which merely gave the gambler the right to play at the tables upon presentation of his cheques; and

(c) any moneys lost were made good by the gambler and not the casino.

We observed that these same features were present in Burswood's CCF, which was further indication that the object of the CCF was to enable patrons to gamble on credit.

20 We disagreed with the trial judge's reasoning that her characterisation of the transaction might have been different had the sequence of events been reversed, such that instead of first issuing a cheque in exchange for gambling chips, Liao had issued a cheque as payment for gambling losses which he had already incurred. We did not think that such a distinction was material to the characterisation of the issue. As we noted at [37] of *Star City*:

> [W]hat would a gambler want with the chips except to use them for gambling and gambling alone? A broad view of things must be taken, and this points towards the cheques being used to pay for the gaming chips and any money to be recovered by the casinos as money won/lost upon a wager rather than a true loan …

21 For the foregoing reasons, we determined that Burswood's claim on Liao's dishonoured cheque was for money won upon a wager.

Stage 2: Section 5(2) of the CLA

22 This resolution of the first issue left no question that s 5(2) of the CLA would have prevented Burswood from recovering the money under Liao's dishonoured cheque had Burswood's claim been brought in a Singapore court in the first instance. The question that followed was whether s 5(2) would apply where Burswood's claim had been brought and adjudicated upon in a foreign court.

23 In this regard, the analysis proffered by Liao was as follows. Section 5(2) of the CLA would have barred the Singapore courts from entertaining Burswood's action to recover the money due under the dishonoured cheque. An exception to registration under s 3(2)(f) of the RECJA is where a foreign judgment was "in respect of a cause of action which for reasons of public policy or for some other similar reason *could not have been entertained by the registering court*" [emphasis added]. Since the Australian judgment was in respect of a cause of action which for reasons of public policy

could not have been entertained by the registering court in Singapore under s 5(2) of the CLA, s 3(2)(f) of the RECJA would preclude registration of the Australian judgment.

24 For reasons that we will elaborate upon in the next portion of this judgment, we found that this argument was misconceived. In our evaluation, s 5(2) of the CLA and s 3(2)(f) of the RECJA encapsulate different standards of the public policy defence. While s 5(2) of the CLA elucidates Singapore's domestic public policy on the enforcement of gambling debts, a rule of our public policy as it applies to registration of foreign judgments under the statute in question is clearly different. Section 3(2)(f) of the RECJA requires a higher threshold of public policy to be met in order for registration of a foreign judgment to be refused. As such, we could not countenance Liao's attempt to get around s 3(2)(f) of the RECJA by arguing that s 5(2) of the CLA would have precluded this court from entertaining Burswood's cause of action.

Stage 3: Section 3(2)(f) of the RECJA

25 In our view, the crucial issue in the present case was whether registration of the Australian judgment was contrary to public policy considerations under s 3(2)(f) of the RECJA. Counsel for both parties were unable to point us to any local cases dealing specifically with this issue. It is thus appropriate to begin with the approach taken by foreign courts in some detail.

The approach of foreign courts

26 Foreign courts have repeatedly emphasised that a high standard of public policy must be met before they will refuse to enforce a foreign judgment. The outcome of this approach has been that there are very few reported cases in which foreign judgments *in personam* have been denied enforcement or recognition for reasons of public policy, as noted by the English Court of Appeal in *Soleimany v Soleimany* [1999] QB 785 at 795.

27 Thus, the English courts have held that the doctrine of public policy "should only be invoked in clear cases in which the harm to the public is substantially incontestable, and does not depend upon the idiosyncratic inferences of a few judicial minds": *Fender v St John-Mildmay* [1938] AC 1 at 12. More significantly, the House of Lords accepted in *Vervaeke v Smith* [1983] 1 AC 145 at 164 that:

> *[T]he court will be even slower to invoke public policy in the field of conflict of laws than when a purely municipal legal issue is involved. There is little authority for refusing, on the ground of public policy, to recognise an otherwise conclusive foreign judgment* – no doubt because the conclusiveness of a judgment of a foreign court of competent jurisdiction is itself buttressed by the rule of public policy, interest reipublicae ut sit finis litium, the "commonwealth" in conflict of laws extending to the whole international community. Nevertheless, there is some judicial authority that the English court will in an appropriate case refuse on the ground of public policy to accord recognition to the judgment of a foreign court of competent jurisdiction … Although an English court will exercise such a jurisdiction with *extreme reserve*, … the instant is a case where it should be invoked … [emphasis added]

28 In like vein, although public policy in many United States jurisdictions debars the enforcement of gambling debts, these jurisdictions have largely concluded that they are required to honour gambling judgments rendered by sister states. In *Fauntleroy v Lum* 210 US 230 (1908), the US Supreme Court required the Mississippi courts to honour a judgment on a gambling debt from the Missouri courts even though the enforcement of such debts was specifically prohibited in Mississippi. We recognised that since these cases involved judgments from sister states, their outcome was

contingent on the full faith and credit clause of the US Constitution, which requires that full faith and credit be given to the public acts and judicial proceedings of other states.

29 Nevertheless, the vast majority of American courts have also shown a willingness to enforce judgments emanating from other countries, even though the full faith and credit clause does not apply to such foreign judgments. The American courts have interpreted the public policy exception very narrowly, their attitude encapsulated in the famous statement of Cardozo J in *Loucks v Standard Oil Co of New York* 224 NY 99 (1918) at 111:

> We are not so provincial as to say that every solution of a problem is wrong because we deal with it otherwise at home. … The courts are not free to refuse to enforce a foreign right at the pleasure of the judges, to suit the individual notion of expediency or fairness. They do not close their doors unless help would violate *some fundamental principle of justice, some prevalent conception of good morals, some deep-rooted tradition of the common weal*. [emphasis added]

30 This approach was illustrated in *Aspinall's Club Limited v Eskander Aryeh* 86 AD 2d 428 (1982), where a licensed London casino obtained a default judgment from an English court against a New York debtor. Even though the full faith and credit clause did not apply, the Appellate Division of the Supreme Court of New York enforced the English judgment, explaining at 434 that "[g]ambling in legalized and appropriately supervised forms is not against this State's public policy".

31 Likewise, the Canadian courts have evinced a reluctance to refuse recognition of foreign judgments. In *Boardwalk Regency Corp v Maalouf* (1992) 88 DLR (4th) 612, the Ontario Court of Appeal was faced with a New Jersey judgment on a dishonoured cheque written to cover gambling debts. The Ontario Court of Appeal noted that, thus far, Ontario courts had generally refused to allow the recovery of foreign gambling debts on the grounds of public policy. It nevertheless went on to enforce the foreign judgment, saying (at 616 and 618):

> Where the foreign law is applicable, Canadian courts will generally apply that law even though the result may be contrary to domestic law. Professor Castel's discussion [in *Canadian Conflict of Laws* (2nd Ed, 1986)] of public policy regarding the application of foreign law or the enforcement of a foreign judgment is helpful in this respect (para 91, pp 153-9):
>
> > …
> >
> > *In the conflict of laws, public policy must connote more than local policy as regards internal affairs.* It is true that internal and external public policy stem from the national policy of the forum but they differ in many material respects. Rules affecting public policy and public morals in the internal legal sphere need not always have the same character in the external sphere. *Also, there should be a difference of intensity in the application of the notion of public policy depending upon whether the court is asked to recognize a foreign right or legal relationship or to create or enforce one based on some foreign law.* Public policy is relative and in conflicts cases represents a national policy operating on the international level.
> >
> > *If foreign law is to be refused any effect on public policy grounds, it must at least violate some fundamental principle of justice, some prevalent conception of good morals, or some deep-rooted tradition of the forum …*
>
> The ethics or morality of licensed gambling abroad, and the recovery of gambling debts incurred in jurisdictions where gambling is legal, are best left to a community standard. There is nothing to indicate that the general Canadian public would be offended by the enforcement of foreign

judgments for debts incurred in jurisdictions where commercial gambling is licensed and legal.

[emphasis added]

32 A survey of these cases made it apparent that there is a higher standard of public policy in operation when a forum court is faced with a foreign judgment, as opposed to a domestic issue being litigated for the first time in the forum court. Foreign courts appear very reluctant to invoke the expedient of "public policy" to justify a refusal to recognise a foreign judgment, even if their domestic public policy would have precluded enforcement of the underlying claim.

Arbitration cases

33 Counsel for Burswood drew our attention to several arbitration cases where the courts manifested the same reluctance to rely on public policy grounds to refuse recognition of foreign awards.

34 The relevant legislative provision in all these cases was Art V(2)(b) of the New York Convention for the Recognition and Enforcement of Arbitral Awards ("the New York Convention"), which allows the court to refuse enforcement of a foreign arbitral award if "enforcement of the award would be contrary to the public policy of [the forum] country".

35 In *Re An Arbitration between Hainan Machinery Import and Export Corporation and Donald & McArthy Pte Ltd* [1996] 1 SLR 34, our High Court was asked to enforce a foreign arbitration award pursuant to the New York Convention. Judith Prakash J held at 46, [45] that:

> [T]he principle of comity of nations requires that the awards of foreign arbitration tribunals be given due deference and be enforced unless *exceptional circumstances* exist. As a nation which itself aspires to be an international arbitration centre, Singapore must recognise foreign awards if it expects its own awards to be recognised abroad. *I could see no exceptional circumstances in this case which would justify the court in refusing to enforce the award …* [emphasis added]

36 In *Parsons & Whittemore Overseas Co, Inc v Societe Generale de l'Industrie du Papier (RAKTA)* 508 F 2d 969 (1974) at 974, the US Court of Appeal noted that the public policy limitation in the New York Convention is to be construed narrowly and applied only where "enforcement would violate the forum state's most basic notions of morality and justice". The court also differentiated between domestic and "international" public policy, saying that it would seriously undermine the utility of the New York Convention if its public policy defence were to be read as a "parochial device" protective only of national political interests.

37 This stance was followed by the Hong Kong Court of Appeal in *Hebei Import & Export Corp v Polytek Engineering Co Ltd (No 2)* [1998] 1 HKC 192 at 206–207:

> *The test we would therefore adopt is: whether in all the circumstances of the case, it would violate the most basic notions of morality and justice of the Hong Kong system if the foreign award in question is to be enforced.* The cases in which the court would come to such a conclusion would not be … very common. We would be slow to condemn what happened before an arbitration tribunal in a foreign jurisdiction as having violated the most basic notions of morality and justice of our system unless it is quite clearly the case. [emphasis added]

38 In similar vein, the Supreme Court of India observed in *Renusagar Power Co Ltd v General Electric Co* AIR 1994 SC 860 at [51] that:

> A distinction is drawn while applying the said rule of public policy between a matter governed by domestic law and a matter involving conflict of laws. *The application of the doctrine of public policy in the field of conflict of laws is more limited than that in the domestic law and the courts are slower to invoke public policy in cases involving a foreign element than when a purely municipal legal issue is involved.* [emphasis added]

39 We recognised that all four cases dealt with the enforcement of foreign arbitral awards. Nevertheless, we agreed with counsel for Burswood that the same public policy requirements that apply to the enforcement of international arbitral awards should apply to enforcement of foreign judgments under the RECJA. Both the New York Convention and the RECJA were enacted with the basic aim of removing pre-existing obstacles to the enforcement of foreign awards or judgments. A narrow reading of the public policy defence would help to further this aim. Above all, considerations of reciprocity that underlie both the New York Convention and the RECJA enjoin courts to invoke the public policy defence with caution.

40 We pause here to iterate the point that the statutory regime in question is based on reciprocal treatment of the judgments of the High Court and the Court of Appeal of Singapore on the one hand, and corresponding courts of other countries within the Commonwealth on the other. Specifically, the Minister by gazette notification S 383/93 extended the application of the RECJA to judgments of the Supreme Court of Western Australia after being satisfied that reciprocal provisions had been made by the State Legislature of Western Australia for the enforcement of judgments obtained in the High Court and the Court of Appeal of Singapore.

41 For these reasons, we concurred with Burswood's submissions that public policy in the conflict of laws operates with less vigour than public policy in the domestic law. As such, we determined that Liao would have to surmount the higher public policy threshold in order to prevail upon us to refuse registration of the Australian judgment on grounds of public policy.

Whether registration of the Australian judgment was against public policy

42 It remained for us to decide whether our domestic public policy, which has thus far seen our courts set their face against the enforcement of gambling debts, is so important as to form part of the core of essential principles of justice and morality shared by all nations, thus raising it to the level of "international" public policy. We were not so persuaded.

43 First, the various cases discussed earlier in this judgment indicate quite clearly that other nations do not view the recognition of foreign judgments on gambling debts as being against fundamental principles of justice and morality. In this regard, we also considered the Malaysian case of *The Aspinall Curzon Ltd v Khoo Teng Hock* [1991] 2 MLJ 484 ("*The Aspinall*"). In *The Aspinall*, the plaintiff casino obtained an English judgment against the defendant and applied to the High Court of Kuala Lumpur to have the judgment registered. The defendant argued that the English judgment was for a gambling debt and should not be enforced as it was against public policy. The judge disagreed and recognised the judgment, noting at 486 that public policy was an "unruly horse" which was "never argued at all but only when other points fail". We observed that s 26 of the Malaysian Civil Law Act 1956 is *in pari materia* with s 5(2) of the CLA, and that s 5(1)(a)(v) of Malaysia's Reciprocal Enforcement of Judgments Act provides a defence to the recognition of a foreign judgment if enforcement of the judgment is contrary to Malaysia's public policy. In our considered opinion, Liao's attempts to distinguish *The Aspinall* based on a comparison of the relevant statutory provisions were weak, and we did not find that the minor differences in the language of the provisions affected the outcome of the case in any way.

44 Second, we observed in *Star City* ([9] *supra*) at [30] and [31] that:

> [Singapore] now recognises that gambling can be permitted for its entertainment value if it is strictly controlled and regulated by the relevant authorities. Gambling per se is no longer considered to be contrary to the public interest and this accounts for the various forms of legalised gaming and gambling which currently [exist] in Singapore …
>
> However, what is objectionable is courts being used by casinos to enforce gambling debts disguised in the 'form' of loans. Valuable court time and resources that can be better used elsewhere are wasted on the recovery of such unmeritorious claims. The machinery of the courts cannot be used indirectly to legitimise the recovery of moneys won upon wagers overseas when similar relief would be refused for moneys won upon wagers in Singapore.

45 As we recognised two years ago, gambling *per se* is not contrary to the public interest in Singapore. To date, the stand we took in *Star City* has been bolstered by the fact that Singapore's societal attitudes towards gambling have evolved even further, as evinced by the fact that the Government is giving serious consideration to the idea of building a casino on the island of Sentosa. In this respect, we found this passage from *Intercontinental Hotels Corporation (Puerto Rico) v Golden* 15 NY 2d 9 (1964) at 14–15 instructive:

> Public policy is not determinable by mere reference to the laws of the forum alone. Strong public policy is found in prevailing social and moral attitudes of the community. … It seems to us that, if we are to apply the strong public policy test to the enforcement of the plaintiff's rights under the gambling laws of the Commonwealth of Puerto Rico, we should measure them by the prevailing social and moral attitudes of the community which is reflected not only in the decisions of our courts in the Victorian era but sharply illustrated in the changing attitudes of the People of the State of New York. The legalization of pari-mutuel betting and the operation of bingo games, as well as a strong movement for legalized off-track betting, indicate that the New York public does not consider authorized gambling a violation of "some prevalent conception of good morals (or), some deep-rooted tradition of the common weal."…

46 We did not think that there were any public policy grounds militating against registration of the Australian judgment which would offend a fundamental principle of justice or a deep-rooted tradition of Singapore. Neither did we have any evidence before us to indicate that the general community in Singapore would be offended by the registration of a foreign judgment on a gambling debt that was incurred in a licensed casino. If anything, we were of the opinion that the prevalent conception of good morals in the Singaporean community at large would be against Singaporeans who ran up gambling debts in overseas jurisdictions and sought to evade their responsibility for those debts when judgment had been issued against them.

Conclusion

47 Thus far, the focus of this judgment has been on the public policy exception laid down in s 3(2)(f) of the RECJA. However, we also think it apt to mention another provision of the RECJA which was neglected by counsel for both parties but which we found relevant to the resolution of this case – s 3(1) of the RECJA. Whilst s 3(2) of the RECJA lays down various restrictions on the court's power to order the registration of foreign judgments, s 3(1) of the RECJA gives the court the general discretion to order the registration of a foreign judgment if "in all the circumstances of the case [the court] thinks it is *just and convenient* that the judgment should be enforced in Singapore" [emphasis added]. In our assessment, Liao had failed signally in his attempt to show that it was not just and convenient for us to register the Australian judgment.

48 In the circumstances of this case, we did not think that registration of the Australian judgment raised serious issues of morality, or that it offended against an essential public interest in Singapore. We therefore ruled that Burswood was entitled to the registration of the Australian judgment.

Appeal dismissed.