

Public Prosecutor v Tan Guan Heng
[2015] SGDC 185

Case Number : DAC 14575/2013

Decision Date : 22 July 2015

Tribunal/Court : District Court

Coram : Shawn Ho

Counsel Name(s) : APP Koh Hui Min for the Prosecution; Mr Uthayasurian Sidambaram for the Defence

Parties : Public Prosecutor — Tan Guan Heng

22 July 2015

District Judge Shawn Ho:

INTRODUCTION

1 There are watches, and then there is Rolex. In the present case, Mr Loo Kah Hui claimed that the Accused, Mr Tan Guan Heng, had cheated him of \$27,000, which was purportedly payment for 2 Rolex watches – a diamond studded platinum Rolex watch and a diamond studded gold Rolex watch.

2 The Accused denied this allegation. The Accused maintained that Mr Loo had given him a loan, whereby \$27,000 had been disbursed to the Accused in July 2007. As part of the monthly repayments, the Accused repaid \$3000 to Mr Loo in August 2007. In this regard, the Accused highlighted the inflow of \$3000 into Mr Loo's DBS bank account in August 2007,^[note: 1] as a canary in the coal mine regarding the cogency of the Prosecution's case.

3 By way of background, the Accused had claimed trial to one count of section 420 of the Penal Code^[note: 2]:

You, Tan Guan Heng, are charged that you, on or about 1 July 2007, at or about 9pm, in Singapore, did cheat one Loo Kah Hui, *to wit*, by deceiving him into believing that you will deliver to him one diamond studded platinum Rolex watch and one diamond studded gold Rolex watch to the said Loo Kah Hui, after you have received payment of \$27,000/-, which in fact you knew to be false, and by such manner of deception, you dishonestly induced the said Loo Kah Hui to deliver \$27,000 to you, and you have thereby committed an offence punishable under Section 420 of the Penal Code (Cap 224, 1985 Rev. Ed.).

4 In my judgment, the prosecution had not proven its case against the Accused beyond a reasonable doubt. There are 3 main reasons:

a. No Documentary Evidence Pertaining to the Alleged Sale of the Watches. Mr Loo is an experienced trader – for more than a decade, he has been in commodities, foreign exchange, and futures currency trading. He is a widely-travelled businessman. Being a relatively successful businessman, Mr Loo testified

that he would be very careful in his dealings. His business background underscores his sophistication, savvy sense, and savoir-faire.

Despite Mr Loo's background, his description of the Accused as a "hi-and-bye friend", and the fact that \$27,000 is a significant sum of money (which would ordinarily point towards the need for some form of documentation), there was no documentary evidence of the alleged sale of the watches – for example, invoices, contracts, or receipts. Furthermore, despite Mr Loo claiming that he had sent many emails and text messages to the Accused pertaining to the alleged sale of the watches, no documentary evidence – pre or post sale – supporting this sale, was placed before the Court. (See [17] to [21] below).

b. Inflow of \$3000 into Mr Loo's DBS Bank Account. Mr Loo was unable to explain the inflow of \$3000 into his DBS bank account on 4 August 2007, which the Accused maintained was part of his monthly repayments to Mr Loo for the loan. A maelstrom of questions swirled around this inflow of \$3000 into Mr Loo's DBS bank account, which gave me pause. In this connection, Mr Loo's evidence was unsatisfactory. (See [27] to [33] below).

c. Many Changes-of-Position in Mr Loo's Testimony. The cumulative and gestalten effect of the many changes-of-position in Mr Loo's testimony (i.e. not merely his flip-flop on the date of the alleged sale), engendered discordance in the Prosecution's case. Mr Loo's explanation on how the specific date "27 June" 2007 was inserted into his First Information Report was unsatisfactory. In essence, Mr Loo claimed that police officers, on their own accord, plucked the specific date of "27 June" out of the air, and inserted that date into the First Information Report, which is an official document. With respect, I found that difficult to believe. It would have been both easier and more proper for the police officers to have noted down the range of dates as "in end June or early July" (if that was indeed what Mr Loo told them); the police officers in question were not called as witnesses by the Prosecution. (See [34] to [46] below).

5 Accordingly, I acquitted the Accused on the charge. No appeal has been lodged by the Prosecution in the present case.

SUMMARY OF PROSECUTION'S CASE

6 The Prosecution's case is briefly set out below.

7 Mr Loo is in the commodities, foreign exchange, and futures currency trading. On 1 July 2007, the Accused showed Mr Loo 3 watches at a coffee shop (albeit for most of the trial, Mr Loo had testified that the date in question was '27 June 2007'). The Accused told Mr Loo that he needed money and asked whether he was interested to buy the Rolex watches at a discounted price. Before this, they had known each other for about 1 year; Mr Loo described the Accused as a "hi-and-bye friend".^[note: 3] Photographs of the watches^[note: 4] were tendered in Court (see Figure 1).



Figure 1

8 The next day, on 2 July 2007, Mr Loo wrote a cash cheque for \$27,000 to the Accused for 2 of the Rolex watches. Mr Loo has a habit of dating the cheque one day before, thus, on 2 July 2007, Mr Loo dated his cheque '1 July 2007'.

9 Mr Loo said that someone, who was not the Accused, collected a cash cheque from him. The Accused had informed Mr Loo that he would hand him the watches after the cheque had been cleared. Mr Soon Chee Meng, the Accused's subordinate in 2007, encashed the cheque on 2 July 2007 at 12.11pm, and handed the \$27,000 to the Accused or one 'Luna'; this was not disputed by the Defence.

10 Mr Loo did not receive the watches. Mr Loo tried to contact Accused to get the watches – via telephone calls, messages on the telephone, text messages, and emails – but to no avail.^[note: 5] Mr Loo made a police report on 13 October 2007. The Accused's boss, Mr Groven Lien, told Mr Loo that those watches belonged to Mr Groven Lien.

11 Mr Loo denied lending money to the Accused. Mr Loo said that he will not lend money to the Accused as they are not very close, and he will not loan such a big amount of money, unless it was to his relatives or very close friend.

SUMMARY OF DEFENCE'S CASE

12 The Defence's case is briefly set out below.

13 The Accused had received a loan from Mr Loo. The Accused needed money as his girlfriend was then in China. He had asked Mr Loo for a loan over the telephone. The Accused gave 10% interest as Mr Loo was a businessman. \$27,000 was the amount disbursed because \$3000 had been deducted for the first month's interest. Thereafter, the monthly repayment was \$3000.

14 As part of the monthly repayments, the Accused repaid \$3000 in August 2007 to Mr Loo. This can be seen from the inflow of \$3000 into Mr Loo's DBS account: see his DBS bank statement for 1 August 2007 to 31 August 2007.^[note: 6]

15 The \$27,000 had nothing to do with the watches. The watches were part of some other transaction – involving Mr Groven Lien (i.e. the Accused's God-Father), who was not called by the Prosecution as a witness. In mid-Sept 2007, the Accused went off to China to settle his girlfriend's pregnancy and marriage. He came back to Singapore in 2010.^[note: 7] The Accused has been an undischarged bankrupt since 2006.

16 I turn next to the Court's decision.

COURT'S DECISION

(A) No Documentary Evidence of the Alleged Sale (e.g. Invoice, Contract, Receipt)

17 Mr Loo is an experienced trader – for more than a decade, he has been in commodities, foreign exchange, and futures currency trading. He is a widely-travelled businessman. His business background underscores his sophistication, savvy sense, and savoir-faire.

18 Yet, there was no documentary evidence of the alleged sale of the watches, for example, invoices, contracts, or receipts. It was strange that Mr Loo did not ask for any documentation, especially since he agreed that being a relatively successful businessman, he would be very careful in his dealings.^[note: 8]

Q And being a businessman who is relatively successfully, you would be very careful in your dealings?

A Yes.

19 Mr Loo said that the lack of documentation was because he trusted the Accused, and the Accused was working for a reputable and respected employer, that is, Mr Groven Lien.^[note: 9] However, this would have to be considered against the backdrop of Mr Loo describing the Accused as a “hi-and-bye friend”,^[note: 10] and the fact that \$27,000 is a significant sum of money (which would ordinarily point towards the need for some form of documentation).

20 The Prosecution may attempt a riposte that no documentary evidence of the loan was produced.^[note: 11] However, in my judgment, there was a critical difference – the burden was on the Prosecution to prove the charge beyond a reasonable doubt.

(B) No Documentary Evidence (Pre or Post Sale) Supporting the Alleged Sale (e.g. Emails and Text Messages)

21 There was also no documentary evidence – pre or post sale – supporting the alleged sale of the watches. Mr Loo said that he sent the Accused many emails (e.g. “Where are you?”) and text messages, but not a single text message or email^[note: 12] was tendered to the Court to show that the Accused failed to hand over the watches, and/ or that watches were discussed.

(C) The Accused still Kept Mr Loo in the Loop via Emails

22 It would be strange for the Accused (if he had indeed cheated Mr Loo) to still keep Mr Loo in the loop via the carbon copy list of the emails for other matters (e.g. email of 11 August 2007); yet, this was what took place, that is, the Accused still kept Mr Loo in the loop:^[note: 13]

Q Alright, and as far as you are aware, Mr Loo, as late as August 11th 2007, you were receiving emails from Joel. Am I right? It’s on the second last page.

A Mm.

Q ---of the email.

A Mm, yes.

Q Yes, alright. And if you had wanted to sent (sic) an email to Joel, you could have easily replied to this email dated the August---

A Mm.

Q ---11th---

A Mm.

Q ---and asked him, “What happened to my watches?” Am I right?

A Mm, yes.

Q You see, Mr Loo, we have gone through the inbox and the outbox of Mr Joel Tan’s email for this relevant period between June to September and I’m putting it to you that these are the only email correspondence which has appeared.

A Mm.

Q So I'm putting it to you, Mr Loo, that you are not telling the truth when you say that you had sent emails to Joel about the watches. You can either agree or disagree.

A Disagree.

(D) How Much Time was Mr Loo in fact Overseas?

23 Mr Loo claimed that he was travelling most of the time and thus was not able to find the Accused, which explained Mr Loo lodging a First Information Report only on 13 October 2007, that is, 104 days after the alleged incident. From Mr Loo's testimony, one would have the impression that he was overseas *most* of the time post-incident:

Q: "Generally, how long do you travel between trips?"

A: "Almost every month for about 3 weeks, and I'll be back for about a week."^[note: 14]

...

Q At that time?

A At that time, on and off, one---sometimes 3 weeks, sometimes, you know, I'll be back 1 week, or sometimes 2 weeks, I'll be back 1 week, on and off. I need to check. You can take a look at my passport.^[note: 15]

24 However, based on the agreed travel itinerary from July 2007 to October 2007 from the passport entries of Mr Loo,^[note: 16] he did not appear to be out of the country most of the time during that period. For example, based on the agreed travel itinerary from Mr Loo's passport entries, he appeared to be in Singapore in September and October 2007:

Arrival (Singapore):	Departure (Singapore):
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1 July 2007	4 July 2007
8 July 2007	Empty
9 Aug 2007	11 Aug 2007
13 Aug 2007	Empty

25 The Prosecution argued in its Reply Submissions at [22]: "With respect, the Prosecution would like to point out that the evidence in D3 should be treated with caution as there was severe water damage on D3. The agreed travel dates were based on the only clear stamps which showed whether (Mr Loo) was in and out of Singapore at the material time. However, this does not mean that (Mr Loo) was only overseas with respect to the agreed travel dates and was at all other times in Singapore."

26 With due respect to the Prosecution, there was no other documentary evidence before the Court regarding the dates that Mr Loo was overseas. The Prosecution did not tender any document from the Immigration and Checkpoints Authority pertaining to the Accused's entry and exit dates. In any case, even if Mr Loo was indeed overseas most of the time, he was still in Singapore during the material period in 2007 for

days or weeks on end. During this period in Singapore, it was odd that Mr Loo did not look for the Accused at his office, despite having the Accused's office address (as stated on the Accused's name card).^[note: 17] Furthermore, Mr Loo also agreed that he did not ask their mutual friends about the Accused's whereabouts,^[note: 18] albeit Mr Loo tried to explain that this was because it "was a bit too shameful to tell them... (that he) did not get the watches".^[note: 19]

(E) The Inflow of \$3000 into Mr Loo's Bank Account on 4 August 2007

27 As part of the monthly repayments, the Accused stated that he had repaid \$3000 in August 2007 to Mr Loo. The Accused was adamant that he had made this repayment; he steadfastly maintained throughout the entire hearing – over 3 tranches – that he had arranged for \$3000 to be placed in Mr Loo's account (see also what Defence Counsel stated before the trial: N/E on 15 April 2014, page 6, lines 4 to 5). The Accused's version of events was given heft by the inflow of \$3000 into Mr Loo's DBS account on 4 August 2007: see Mr Loo's DBS bank statement for 1 August 2007 to 31 August 2007.^[note: 20]

28 In reply, the Prosecution argued in its Reply Submissions at [33]: "The Prosecution respectfully submits that the objective evidence in D4 and the Accused (sic) own evidence clearly showed that the alleged deposit of \$3,000 was not deposited by the Accused:

a. Firstly, the accused had stated that he had personally deposited the alleged \$3,000 into a cash deposit machine at a POSB bank near Tanjong Katong Shopping Centre^[note: 21]. However, D4 had shown that the sum of \$3,000 was a funds transfer and not a cash deposit into PW4's DBS bank account. If what the accused had alleged was true, the above-mentioned sum would have been recorded as a cash deposit instead of a funds transfer in D4;

b. Secondly, the accused was unable to provide the corresponding funds transfer from his bank account to show that he had indeed made the alleged deposit into PW4's DBS account. The accused also stated that he did not know who made the funds transfer into PW4's DBS account and he also did not know to whom the initials "JT" referred to in D4;^[note: 22]

c. Finally, the accused's explanation of how the alleged \$3,000 was deposited into PW4's bank account had changed during the course of the trial. The accused initially alleged that the amount was deposited into PW4's UOB account. When confronted with P4, the accused then changed his explanation and stated that it was PW4's DBS account (D4). Furthermore, in the early stages of the trial, the Defence had put to (Mr Soon) that it was (Mr Soon) who had deposited the alleged \$3,000 into PW4's UOB account^[note: 23]. It is submitted that even if this Honourable Court accepts that the accused had forgotten which of PW4's bank account (sic) he had deposited the alleged \$3,000 into, it is inconceivable that the accused could have forgotten who had deposited the alleged \$3,000 into PW4's account. This is especially so when the accused had stated clearly that it was he who had deposited the alleged \$3,000 into PW4's account^[note: 24]."

29 I acknowledge that the Accused could have given clearer evidence on how (according to the Accused's version of events) the \$3000 was placed in Mr Loo's DBS bank account, including the mode of doing so.

30 However, a maelstrom of questions swirled around the inflow of \$3000 into Mr Loo's DBS Bank account on 4 August 2007, which gave me pause. First, it was strange that Mr Loo claimed that he was not aware of the inflow of \$3000 – a not insignificant amount of money – into his own DBS bank account, notwithstanding that he had several bank accounts:^[note: 25]

Q Now, did you, during the adjournment from the last time this case was mentioned in Court, ascertain who actually transferred this \$3,000? Did you take any steps to ascertain?

A I---I was away but I did not actually look through the statements. And I---I didn't aware there was this \$3,000 into my account until the---until the---they---after all this here, they brought up the---the case and checked. I didn't know there was this \$3,000 into my bank also.

Q So, is it possible, then, Mr Loo, that this \$3,000 was the accused transferring money into your account?

A I'm not sure. Even---even if he did transfer, he should have informed me. But he never informed me at all. And the amount that he loaned to me, I---sorry, the amount he took from me is \$27,000 for the watches. And---

Q Mis---

A ---it's not a loan that I gave it to him.

31 As seen from the above excerpt of the notes of evidence, Mr Loo said that he was unsure whether the \$3000 in his bank account came from the Accused. If the Accused knew Mr Loo's bank account number in August 2007, how did the Accused know this? Did Mr Loo provide his bank account details to the Accused? If Mr Loo provided his bank account details to the Accused, why was this done? Since the alleged transaction was only for the sale of watches – and Mr Loo had already given a cash cheque to the Accused's representative allegedly for the full price of the watches – there was **no need** for the Accused to obtain and/ or know Mr Loo's bank account number. Why would the Accused know that \$3000 flowed into Mr Loo's bank account in August 2007?

32 Since these points centred on Mr Loo's DBS bank account, it was essential for Mr Loo to shed light on and clarify these points. When asked in re-examination, Mr Loo simply said that "I could not recall whether or not I had given him (my bank) account (number) or not".^[note: 26] No further details were provided by Mr Loo, and no clarification was sought by the Prosecution. In my judgment, this was unsatisfactory with regard to the prosecution's case.

33 For completeness, I considered 2 other scenarios. First, can it be said that the Accused obtained Mr Loo's bank account number from the cheque itself? The short answer is 'No', because even this were possible, exhibit P2 was a *UOB* cheque while \$3000 was an inflow into Mr Loo's *DBS* bank account. Second, did the Accused devilishly lay the foundation for his 'loan' defence by arranging for \$3000 to be placed into Mr Loo's bank account in August 2007? While not impossible, I did not consider this to be likely as the Accused would then, in all likelihood, have prepared a better documentary trail of the \$3000 that flowed into Mr Loo's bank account.

(F) Mr Loo Changed his Evidence on the Date of the Alleged Transaction

34 Mr Loo changed his evidence on the date of the alleged transaction – from 27 June 2007 to 1 July 2007. He did so only after he was alerted to his passport entries^[note: 27] indicating that he was likely to be out of the country on 27 June 2007. In this regard, despite being warned by the Court not to discuss his evidence (as he was still on the stand), Mr Loo was apprised by Senior Investigation Officer Goh Tia Eng that the date in his police statement and his passport did not tally.

35 Mr Loo explained that when he lodged the First Information Report on 13 October 2007^[note: 28] (i.e. 104 days after the alleged incident), he told the police officer that the incident happened in end June or early July.^[note: 29]

36 However, I noted that during his own examination-in-chief, Mr Loo clearly stated that the incident "occurred (in) June", that is, he did not state that it occurred sometime in June *or July* 2007:^[note: 30]

Q When did this incident occur?

A This incident occurred on June---somewhere---somewhere on June 27, 2007.

37 Furthermore, even if I accepted that Mr Loo had told the police that the alleged incident happened in end June or early July of 2007, how did the specific date "27 June" come into play? In my view, Mr Loo's explanation on this was unsatisfactory:^[note: 31]

Q So, there's no way you could have met Joel on the 27th of June 2007.

A Can I explain this, Your Honour? Because when I made this report, it was made on August---sorry, made on October the 13th, alright. And when I made the report at the police station, I did tell the officer that I could not remember the exact date, okay. It's somewhere near end of---end of June and beginning of July, alright. And they said it's okay, alright, "I'll temporary just put a date", alright. "If you go back and check, I'll just amend the date." But---it's been after years, alright, that this case is being brought up again to me. And right now, then you tell me that, okay, there---there's a date different. It's---I think it's about 2 or 3 days. I---I did tell the officer that I could not remember the exact date, alright, when he asked me. So, he said, "Never mind, temporary I'll just"---to my best memory, is that he said, "It's okay, I will just put the date for you, alright. Then, if there's any changes, then you'll come back to me." But it's been years, alright. I think, after that, it's been years that, you know, they call me back and ask me about this case.

38 In essence, Mr Loo was claiming that the police officers, on their own accord, plucked the specific date of "27 June" out of the air, and inserted that date into the First Information Report, which is an official document. With respect, I found that difficult to believe. It would have been both easier and more proper for the police officers to have noted down the range of dates as "in end June or early July" (if that was indeed what Mr Loo told them); the police officers in question were not called as witnesses by the Prosecution. In my judgment, Mr Loo's explanation on this aspect of his evidence was plainly unsatisfactory.

(G) Mr Loo Changed his Evidence on When he Prepared the Cheque

39 Mr Loo also changed his evidence on the date that he prepared the cheque, which was dated 1 July 2007.

40 In the earlier tranche of the trial,^[note: 32] Mr Loo stated that he prepared the cheque on '1 July 2007'.^[note: 33] This date contradicted with Mr Loo's subsequent evidence that he habitually dates his cheques one day *before*; if he really prepared the cheque on 1 July 2007, he would then not have dated his cheque '1 July 2007'. In a later tranche of the trial,^[note: 34] Mr Loo stated that he had prepared and written his cheque on '2 July 2007'.^[note: 35]

(H) Mr Loo Changed his Evidence on When he Consulted his Brother-in-law

41 Mr Loo changed his evidence on the date that he consulted his brother-in-law for the market price of second-hand watches. In the earlier tranche of the trial,^[note: 36] Mr Loo stated that he consulted his brother-in-law 1 day after he met the Accused at the coffeeshop; Mr Loo testified that he did not know the market price of the platinum watch and had to check with his brother-in-law.^[note: 37]

42 However, in a later tranche of the trial,^[note: 38] Mr Loo said that he consulted his brother-in-law on the same day that he met the Accused.^[note: 39] Mr Loo's brother-in-law was not called by the Prosecution as a witness for the trial.

(I) Mr Loo Changed his Evidence on Whether he had Decided that Night to Buy the Watches

43 Mr Loo also changed his evidence on whether he had decided that night to buy the watches. During an earlier tranche of the trial,^[note: 40] Mr Loo stated that it took him about 1 to 2 days to think about whether to buy the watches.^[note: 41] However, in a later tranche of the trial,^[note: 42] Mr Loo stated that he had already decided to buy the watches that same night.^[note: 43]

44 The Defence Counsel summed up the inconsistencies in Mr Loo's testimony as follows:^[note: 44]

Q Mr Loo, would you agree with me that what you are telling us now, in respect of the---what happened when Joel showed you the watch, is quite different from what you have told us during examination-in-chief and cross-examination?

A It's the date, yes. I mean, I'm---I---I---the date is wrong, okay?

Q It's not only the date, Mr Loo. The entire evidence surrounding the watch or your decision to buy the watch is different.

45 I was aware that minor discrepancies in the testimony of a witness should not be held against the witness in assessing his credibility. This is because human fallibility in observation, retention and recollection is both common and understandable. In such circumstances, the court was not obliged to dismiss the credibility of the witness and reject his entire testimony out of hand. Confronted with such a witness, the court should, naturally, be more circumspect than ever when scrutinising the rest of his testimony with care. A court was perfectly entitled, notwithstanding minor inconsistencies, to hold that a particular witness is in fact a witness of truth and to accept the other aspects of his testimony which are untainted by discrepancies: *Jagatheesan s/o Krishnasamy v Public Prosecutor* [2006] 4 SLR(R) 45 at [82].

46 However, in the present case, the cumulative and gestalten effect of the many changes-of-position in Mr Loo's testimony (i.e. not merely his flip-flop on the date of the alleged sale),^[note: 45] engendered discordance in the Prosecution's case.

47 I turn next to consider the Accused's statement to the police.^[note: 46]

(J) Accused's Statement to the Police

48 In the Accused's police statement,^[note: 47] he stated at paragraph 2 that "I do not know Loo Kah Hui (R/N: refer to complainant) and never heard this name before." Paragraph 5 of his police statement stated as follows:

"5. The following questions were posed to me by the recorder:

Q1) Did you receive a cheque amounting to \$27,000 sometime in July 2007?

A1) I did not receive this amount."

49 During the hearing, the Accused explained the answer in his police statement as follows:^[note: 48]

"Madam, when I was posed---when---2013 when I was called up to the police station for the investigation, I was actually---the first question they asked me, actually, do I know this guy by the name of Loo Kah Hui, whereby, I do not know him which I mentioned. Because of---under his impression, right---and I was also very pretty sure I don't collect cheques. So, I say no, I did not receive any cheques. Till today, I also know Loo Kah Hui is actually Spike. My answer is I only received this amount from my colleagues, okay, by cash but I never received any cheques."

50 It was undisputed evidence that the Accused had only known Mr Loo as "Spike" (and not as Mr Loo Kah Hui), as evinced from Mr Loo's testimony.^[note: 49] It was also unchallenged testimony that the recorder of the statement did not show the Accused any photographs of Mr Loo.^[note: 50] Notwithstanding this, the Accused's answer in paragraph 5 of his statement was not entirely satisfactory, as he could have been more forthcoming with regard to receiving the \$27,000. Having said that, in my judgment, the Accused's police statement did not enable the prosecution to prove its case beyond a reasonable doubt in the present case.

51 Finally, I will deal with the Prosecution's point that "it was unlikely that the accused could have obtained the alleged loan from (Mr Loo) as such a loan is illegal" under the Bankruptcy Act. This was because under section 141(a) of the Bankruptcy Act, an undischarged bankrupt may not obtain a loan in excess of \$500 without informing the lender that he is an undischarged bankrupt.^[note: 51] With respect, I was not persuaded by this contention. A person who is in need of money, may strive to borrow money, without disclosing that he is an undischarged bankrupt. In the circumstances, to the extent that the Prosecution is positing that it was unlikely that the Accused could have obtained a loan from Mr Loo as that would be illegal under section 141(a) of the Bankruptcy Act, I was chary of accepting this contention.

CONCLUSION

52 Based on the evidence before me, considered in its entirety, the prosecution had not proven its case against the Accused beyond a reasonable doubt.^[note: 52] Accordingly, I acquitted the Accused on the charge. In closing, I would like to express my gratitude to both the learned Prosecutor and the learned Defence Counsel for their hard work and assistance during the hearing.

[note: 1]See Mr Loo's DBS bank statement (exhibit D4).

[note: 2]The Prosecution amended this charge at the close of the Prosecution's case.

[note: 3]Examination-in-Chief of Mr Loo, N/E on 12 December 2014, page 10 at line 30.

[note: 4]Exhibit P5.

[note: 5]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 34, lines 4 to 24.

[note: 6]Exhibit D4.

[note: 7]Examination-in-Chief of the Accused, 14 April 2015, page 14, at lines 12 to 14.

[note: 8]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 29, lines 13 to 15.

[note: 9]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 29, lines 26 to 32.

[note: 10]Examination-in-Chief of Mr Loo, N/E on 12 December 2014, page 10 at line 30.

[note: 11]The Prosecution may also point out that as the Accused was working at a moneylending business in 2007, he should possess a fairly good understanding of how moneylending is carried out.

[note: 12]Even taking into account that the incident allegedly occurred several years ago, it is fairly ubiquitous to archive one's emails.

[note: 13]Cross-Examination of Mr Loo, N/E on 26 December 2014, page 11 at line 20, to page 12 at line 8.

[note: 14]Examination-in-Chief of Mr Loo, N/E on 12 December 2014, page 10, lines 4 to 5.

[note: 15]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 34, lines 30 to 32.

[note: 16]Exhibit D3.

[note: 17]Cross-Examination of the Accused, N/E on 12 December 2014, page 33, lines 7 to 21.

[note: 18]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 36, lines 27 to 28, and referring to a "Mr Wee" in the Cross-Examination of Mr Loo, N/E on 12 December 2014, page 72, lines 6 to 9.

[note: 19]Cross-Examination of Mr Loo, N/E on 13 April 2015, page 36 at lines 23 to 29.

[note: 20]Exhibit D4.

[note: 21]N/E dated 14 April 2015, page 12, lines 10 to 13.

[note: 22]See also Prosecution's Closing Submissions at [27(j)(ii)].

[note: 23]N/E dated 15 April 2014, page 33, lines 9 to 12. The Prosecution tendered Mr Loo's UOB bank statements (July to October 2007) (exhibits P3 and P4) to show that no sum of \$3000 was paid into the UOB bank account during this period. However, the Defence pointed out that there was an inflow of \$3000 into Mr Loo's DBS account: see his DBS bank statement for 1 Aug 2007 to 31 Aug 2007 (exhibit D4).

[note: 24]N/E dated 14 April 2015, page 33, lines 27 to 30.

[note: 25]Cross-Examination of Mr Loo, 13 April 2015, page 9, lines 6 to 19.

[note: 26]Re-Examination of Mr Loo, 13 April 2015, page 41, lines 31 to 32.

[note: 27]Exhibit D3.

[note: 28]Exhibit P1.

[note: 29]Cross-Examination of Mr Loo, 13 April 2015, page 17, lines 12 to 25.

[note: 30]Examination-in-Chief of Mr Loo, N/E on 12 December 2014, page 12, lines 11 and 12.

[note: 31]See Cross-Examination of Mr Loo, N/E on 13 April 2015, page 61 at line 1, to page 63 at line 14. See especially Cross-Examination of Mr Loo, N/E on 13 April 2015, page 7 at lines 11 to 25.

[note: 32]12 December 2014.

[note: 33]Examination-in-Chief of Mr Loo, N/E on 12 December 2014, page 15 at lines 3 and 4.

[note: 34]13 April 2015.

[note: 35]Cross-Examination of Mr Loo, N/E on 13 April 2015, page 53 at lines 25 and 31.

[note: 36]12 December 2014.

[note: 37]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 37 at line 25, to page 38 at line 13. See also Cross-Examination of Mr Loo, N/E on 12 December 2014, Page 80, line 2 to 5.

[note: 38]13 April 2015.

[note: 39]Cross-Examination of Mr Loo, N/E on 13 April 2015, page 71 at lines 5 to 15.

[note: 40]12 December 2014.

[note: 41]Examination-in-Chief of Mr Loo, 12 December 2014, page 20, at lines 2 to 8.

[note: 42]13 April 2015.

[note: 43]Cross-Examination of Mr Loo, N/E on 13 April 2015, page 54 at lines 1 to 4.

[note: 44]Cross-Examination of Mr Loo, N/E on 13 April 2015, page 57 at lines 24 to 30.

[note: 45]Even taking into account that the incident allegedly occurred several years ago.

[note: 46]Exhibit P7.

[note: 47]Under section 22 of the Criminal Procedure Code; exhibit P7.

[note: 48]Cross-Examination of the Accused, 15 April 2015, page 9, at lines 1 to 8.

[note: 49]Cross-Examination of Mr Loo, N/E on 12 December 2014, page 30, lines 24 to 31.

[note: 50]Cross-Examination of the Accused, 15 April 2015, page 11 at line 31 to page 12 at line 3.

[note: 51]Prosecution's Closing Submissions at [27(h)].

[note: 52]In light of my finding that the Prosecution's evidence was not of a sufficiently high quality to warrant the Accused's conviction, it was not strictly necessary to consider the Defence's evidence: *PP v Yeo Gek Hong* [2003] SGHC 61 at [26].

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