

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

[2026] SGHC 53

Originating Application No 359 of 2025

Between

CBB

... Applicant

And

Wong Tien Leong William

... Respondent

JUDGMENT

[Evidence — Admissibility of evidence — Hearsay — Section 32(1)(k) Evidence Act 1893 (2020 Rev Ed)]

[Evidence — Admissibility of evidence — Relevancy of court judgments — Previous judgment on mental capacity — Sections 42 to 45 Evidence Act 1893 (2020 Rev Ed)]

[Legal Profession — Disciplinary procedures — Amendment of charges]

[Legal Profession — Disciplinary proceedings — Section 97 Legal Profession Act 1966 (2020 Rev Ed)]

[Legal Profession — Duties — Vulnerable client lacking mental capacity]

[Legal Profession — Conflict of interest — Lawyer subordinating interests of client to interests of another]

[Legal Profession — Solicitor-client relationship — Implied retainer]

TABLE OF CONTENTS

INTRODUCTION.....	1
BACKGROUND	2
SETTING UP THE TRUST.....	3
ATTEMPTED TRANSFERS OF ASSETS INTO THE TRUST.....	6
BKR’S MOVE TO HONG KONG AND FURTHER ATTEMPTED TRANSFERS.....	8
COMMENCEMENT OF THE MCA PROCEEDINGS	14
THE 2011 WILL AND 2012 DEED OF UNDERSTANDING.....	14
DECISION OF THE SENIOR DISTRICT JUDGE.....	15
RESPONDENT’S CONDUCT AFTER THE SENIOR DISTRICT JUDGE’S DECISION.....	16
DECISION OF THE HIGH COURT ON APPEAL.....	17
APPEAL TO THE COURT OF APPEAL.....	18
DONATIONS OUT OF THE TRUST	19
DECISION OF THE COURT OF APPEAL	19
THE COMPLAINT TO THE LAW SOCIETY	22
ROLE OF THE HIGH COURT.....	23
PRELIMINARY MATTERS.....	25
ADMISSIBILITY OF HEARSAY EVIDENCE	26
<i>The contested evidence.....</i>	26
<i>Arguments</i>	27
<i>Analysis</i>	31
THE COURT OF APPEAL’S FINDINGS ON BKR’S MENTAL CAPACITY	33

<i>The DT's decision</i>	33
<i>The parties' positions</i>	35
(1) Arguments on the DT's reasoning	35
(2) Arguments on admitting the Court of Appeal judgment as evidence of BKR's incapacity	36
<i>Analysis</i>	41
(1) Application of the Evidence Act in DT proceedings	41
(2) The framework of the Evidence Act.....	42
OVERVIEW OF THE CHARGES	47
THE SEVEN FACTUAL BASES WITH MULTIPLE ALTERNATIVE CHARGES	47
THE SEVEN DISTINCT WRONGS ALLEGED.....	49
THE GROUP 5 CHARGES	52
THE DT'S DECISION	54
THE PARTIES' POSITIONS	55
ANALYSIS	57
<i>The objective standard of due diligence</i>	57
<i>Was the standard met?</i>	60
(1) Setting up the Trust.....	61
(A) <i>Did the Respondent have sufficient notice of BKR's mental capacity?</i>	61
(B) <i>The Respondent's reliance on medical opinion</i>	68
(2) 1 November 2010 to 18 February 2011	69
(A) <i>BKR's conflicting instructions on asset transfers</i>	70
(B) <i>BKR's correspondence with her family</i>	76
(C) <i>Whether the Respondent advanced BKR's best interests</i>	78
(3) The MCA proceedings.....	80
(A) <i>Key facts of period</i>	80

(B) Whether the Respondent advanced BKR's interests	81
Conclusion on Group 5 charges	82
LPOA.....	83
THE GROUP 4 CHARGES.....	83
THE DT'S DECISION	84
THE PARTIES' POSITIONS	85
ANALYSIS	86
<i>The conflict between BKR's and AUT's interests</i>	86
<i>The Respondent's knowledge</i>	88
<i>Respondent's failure to advance BKR's interests unaffected by</i> <i>AUT's</i>	88
<i>AI</i>	89
THE GROUP 7 CHARGES.....	89
THE DT'S DECISION	90
THE PARTIES' POSITIONS	92
ANALYSIS	93
<i>Implied retainer between AUT and Respondent</i>	94
(1) AUT gave instructions to the Respondent, who advised AUT	94
(2) Who was paying the Respondent's fees	100
(3) Respondent's past dealing with AUT	100
(4) Independent legal advice and qualification	101
(5) Conclusion on the implied retainer	101
<i>Respondent's breach of duties</i>	102
(1) Duty to decline to act for BKR	102
(2) Duties to advise on the conflict of interests	103

THE GROUP 6 CHARGES.....	103
THE DT’S DECISION	104
THE PARTIES’ POSITIONS	106
ANALYSIS	109
<i>Charges 6 and 6A.....</i>	<i>109</i>
<i>Charges 6B to 6D.....</i>	<i>112</i>
THE CHARGES IN GROUPS 1 AND 2	113
THE DT’S DECISION	114
ANALYSIS	114
THE GROUP 3 CHARGES.....	115
THE DT’S DECISION	115
ANALYSIS	117
THE CHARGES TO BE REFERRED TO THE C3J	117
ABILITY OF THE COURT TO AMEND CHARGES	117
AMENDMENTS TO GROUPS 5, 4, 7	119
CONCLUSION	122

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

CBB
v
Wong Tien Leong William

[2026] SGHC 53

General Division of the High Court — Originating Application No 359 of 2025

Valerie Thean J

18, 21 November 2025, 19, 28 January 2026

13 March 2026

Judgment reserved.

Valerie Thean J:

Introduction

1 The Respondent acted for the Applicant's late mother ("BKR"), an extremely wealthy elderly lady, initially with assisting her to set up a trust ("the Trust"). BKR's subsequent attempts to transfer money from her various bank accounts into the trust account culminated in a series of events that led to BKR's sisters, "AUR" and "CY", filing an application under the Mental Capacity Act (Cap 177A, 2010 Rev Ed) ("MCA"): *AUR v AUT* [2012] SGDC 489 ("*BKR (DC)*"). There were appeals therefrom to the High Court, *Re BKR* [2013] SGHC 201 ("*BKR (HC)*"), and thereafter to the Court of Appeal, *Re BKR* [2015] 4 SLR 81 ("*BKR (CA)*").

2 In *BKR (CA)*, the Court of Appeal held that BKR lacked the mental capacity to make the decisions to set up the Trust and to transfer her bank assets into the Trust (“the Decisions”). It set aside the Decisions.

3 The Applicant subsequently filed a complaint with the Law Society of Singapore (“Law Society”) against the Respondent.¹ In the present application, the Applicant prays for a review of the Disciplinary Tribunal’s (“DT’s”) determination that no cause of sufficient gravity exists for disciplinary action to be taken against the Respondent in respect of 23 charges brought against him: see DT/1/2023 (“the Determination”).

4 The Applicant was identified as “CK” and the Respondent was identified as “Mr L” in *BKR (CA)*. Aside from the Applicant and Respondent, the same pseudonyms used in the various cases and the Determination are used in this judgment.

Background

5 BKR inherited a large fortune on her father’s passing. At the material time, her assets included accounts with UBS AG, Singapore Branch (Private Bank) (“UBS”), JP Morgan Private Bank, Singapore (“JP Morgan”), and Deutsche Bank. She had three children. The eldest, “NG”, and youngest, “AUT”, are daughters. The Applicant is the son and second child. AUT is married to “AI”. Through the years, there were many disagreements between the Applicant and NG, on one side, and AUT and AI, on the other.

¹ Statement of Case for DT/SEC/1/2023 dated 7 December 2022 (“SOC”) at para 3, Record of Proceedings in DT/SEC/1/2023 (“ROP”) Vol 2 at p 29.

6 The Respondent was introduced to BKR by a close friend and business associate of BKR’s late husband,² whom the DT referred to as “Mr Z”. Mr Z referred the Respondent to BKR for legal assistance concerning the estate of BKR’s late husband.³ At the time the Respondent first met BKR, she was 76 years old.⁴ The Respondent was a partner at M/s Francis Khoo & Lim (“FKL”) with at least 34 years of practice experience, having been admitted to the bar in 1985.⁵

Setting up the Trust

7 On 21 May 2010, the Respondent met BKR for the first time in Singapore at BKR’s residence. The next day, the Respondent proposed the Trust to BKR in Singapore at Shangri-La Hotel.⁶ Between May and September 2010, the Respondent had several phone call conversations with BKR about the Trust.

8 On 7 September 2010, the Respondent travelled to Hong Kong to meet BKR and AUT, with whom BKR was staying,⁷ to take instructions on the Trust.⁸ The Respondent went to Hong Kong again on 8 and 9 October 2010, to meet with BKR and AUT to present draft copies of the trust deed.⁹

² Affidavit of Evidence-in-Chief of Respondent for DT/SEC/1/2023 dated 25 April 2023 (“DT R-AEIC”) at para 10, ROP Vol 3A at p 9043.

³ DT R-AEIC at para 8, ROP Vol 3A at p 9042.

⁴ Affidavit of Evidence-in-Chief of Applicant for DT/SEC/1/2023 dated 27 April 2023 (“DT A-AEIC”) at para 12, ROP Vol 3A at p 8.

⁵ DT A-AEIC at paras 3–4, ROP Vol 3A at pp 2–3.

⁶ Joint Chronology dated 22 December 2025 (“JC”) at S/N 1–2.

⁷ JC, S/N 4; Tax Invoice (“Invoice”) 14 October 2010, para 1, ROP Vol 4 at p 446.

⁸ JC, S/N 4.

⁹ JC, S/N 5; Invoice 14 October 2010 at para 4, ROP Vol 4 at p 446.

9 On 24 October 2010, the Respondent met BKR and AUT in Hong Kong to finalise issues relating to the Trust.¹⁰ On 25 October 2010, AUT brought BKR, together with the Respondent, to visit the clinic of Dr Wendy Lo (“Dr Lo”) for an assessment of BKR’s capacity to enter into the Trust.¹¹ On 26 October 2010, AUT and the Respondent brought BKR to see a geriatrician, Dr Conrad Pei (“Dr Pei”).¹² The Respondent’s evidence was that Dr Lo and Dr Pei gave him verbal assurances of BKR’s capacity to enter into the Trust on the dates on which they examined her¹³ (the reports of Dr Lo and Dr Pei were released on 3 and 6 November 2010).¹⁴ On 26 October 2010 and after the visit to Dr Pei, the Trust documents were signed at the Hong Kong office of “JC Trust Ltd”,¹⁵ the trustee appointed under the Trust.¹⁶ At the material time, the Respondent was a director of “KS Ltd”, the holding company of JC Trust Ltd.¹⁷ Mr Z was the chairman of the board of directors at KS Ltd, and responsible for the appointment and re-appointment of directors.¹⁸

10 The Trust named one specific beneficiary, “B Ltd”, and one class of beneficiaries, being “Charities to be determined”.¹⁹ JC Trust Ltd, as trustee, had “absolute and uncontrolled” discretion in applying the Trust moneys for the

¹⁰ JC, S/N 6; Invoice 8 November 2010 at para 1, ROP Vol 4 at p 449.

¹¹ JC, S/N 7; Invoice 8 November 2010 at para 3, ROP Vol 4 at p 449.

¹² JC, S/N 8; Invoice 8 November 2010 at para 5, ROP Vol 4 at p 449.

¹³ DT Notes of Evidence (“NE”) 28 February 2024, p 126 ln 2–6, ROP Vol 6, p 595.

¹⁴ JC, S/N 7–8; Respondent’s Written Submissions dated 10 September 2025 (“RWS”), Annex A at S/N 4–5.

¹⁵ JC, S/N 9.

¹⁶ The Trust Settlement dated 26 October 2010 (“Trust Settlement”) at preamble, ROP Vol 3A at p 7367.

¹⁷ DT R-AEIC at para 7, ROP Vol 3A at p 9042.

¹⁸ DT A-AEIC at CGH-48, ROP Vol 3A at pp 7953 and 7955–7956.

¹⁹ Trust Settlement at Third Schedule, ROP Vol 3A at p 7398.

benefit of either beneficiary.²⁰ BKR, as settlor, was given the power to appoint any person to be the first protector.²¹ The Trust also stipulated a class of persons called “Excluded Persons” who are “incapable of taking any benefit” under the Trust, and the named Excluded Persons were, among others, the Applicant, NG, and the protector of the Trust (save that the protector may receive a benefit upon BKR’s death).²²

11 Two other documents relevant to the Trust were signed by BKR. First, a letter appointing AUT as first protector of the Trust pursuant to the Trust settlement, and second, BKR’s letter of wishes (“LoW”). As first protector, AUT was entitled to express her opinions on how the affairs of the Trust were to be conducted, and her opinions were to be given the same weight as if they were expressed in the form of BKR’s LoW.²³ In her LoW, BKR expressed her wishes that the bank account of B Ltd was to hold S\$5 million and be topped up to S\$10 million upon her passing.²⁴ After BKR’s death, all further payments into that account would cease, and B Ltd would become the sole property of AUT as protector.²⁵

²⁰ Trust Settlement clauses 7 and 15(b), ROP Vol 3A at pp 7374 and 7379; Trust Settlement First Schedule clause 23, ROP Vol 3A at p 7396.

²¹ Trust Settlement at clause 24(a), ROP Vol 3A at p 7383.

²² Trust Settlement at clause 25, ROP Vol 3A at pp 7384–7385; Trust Settlement at Fourth Schedule, ROP Vol 3A at p 7399.

²³ Letter of Appointment of Protector dated 26 October 2010, ROP Vol 3A at p 7404.

²⁴ Letter of Wishes of BKR for the Trust dated 26 October 2010 (“BKR LoW”) at paras 1 and 7, ROP Vol 4 at pp 707–708.

²⁵ BKR LoW at para 7, ROP Vol 4 at p 708.

Attempted transfers of assets into the Trust

12 Relatedly, prior to the creation of the Trust, BKR had two existing trust arrangements. One of the trusts was set up on 20 April 2007 with JP Morgan Trust Company (Bahamas) Limited (“JPM Trustees”),²⁶ and provided for BKR’s material needs during her lifetime (“the 2007 JPM Trust”). BKR was the sole owner of all shares held by the 2007 JPM Trust, and investment directions for the trust were to be given only by her.²⁷ The other trust was set up on 22 May 2007 with UBS Trustees (Bahamas) Ltd (“UBS Trustees”),²⁸ for the benefit of BKR’s descendants and charity (“the 2007 UBS Trust”).²⁹ The 2007 UBS Trust named NG, AUT, and the Applicant as its three beneficial owners, and required UBS Trustees to take instructions on the management of the trust from at least two of them.³⁰

13 Following the creation of the Trust, BKR signed a limited power of attorney (“LPOA”) while in Hong Kong on 1 November 2010, authorising UBS to accept instructions from AUT on the operation of BKR’s UBS account.³¹ UBS was informed by AUT over the telephone on the same day that BKR

²⁶ Memorandum of Association of the 2007 JPM Trust dated 20 April 2007 at clause 3, ROP Vol 3A at p 7436; Terms and Conditions of the 2007 JPM Trust at preamble, ROP Vol 3A at p 7480.

²⁷ Private Investment Company Letter of Direction dated 4 May 2007 at clauses 4(a) and 8(a) and client’s signature, ROP Vol 4 at pp 747–755.

²⁸ The Instrument of Release Discharge and Indemnity dated 7 May 2008 at para B, ROP Vol 3B at p 13148.

²⁹ Letter of Wishes of BKR for the 2007 UBS Trust dated 7 June 2007 (“BKR LoW for 2007 UBS Trust”) at paras 3–4, ROP Vol 3B at pp 13163–13164.

³⁰ Letter of Application for a Managed Company at clauses 2(B) and 2(K), ROP Vol 3B at pp 13136–13140.

³¹ JC, S/N 11; Drew & Napier Letter dated 27 December 2010 (“D&N Letter”) at para 4(a), ROP Vol 4 at p 862; LPOA dated 1 November 2010, ROP Vol 4 at pp 868–869.

wished to appoint AUT as an attorney for BKR's UBS portfolio.³² On 6 November 2010, BKR and AUT met the Respondent and representatives of DBS Bank Ltd ("DBS") and JC Trust Ltd in Singapore, to discuss the transfer of assets from UBS and JP Morgan to DBS ("the 6 November Meeting").³³

14 Over the next few months, BKR gave a series of conflicting instructions to her bankers in respect of her assets. On 8 November 2010, UBS received a letter with BKR's signature instructing the transfer of all her assets in UBS "to [DBS] in Singapore" ("the 8 November Letter").³⁴ On 10 November 2010, a UBS banker ("Ms B") informed BKR over a phone call that the 8 November Letter did not specify the details of the DBS account to which the assets were to be transferred.³⁵ BKR had appeared to not recall the 8 November Letter and instructed Ms B not to act on it ("the 10 November Call").³⁶ However, on 19 November 2010, UBS received another letter with BKR's signature demanding an explanation for why UBS did not carry out the 8 November instructions and asking UBS to do so immediately ("the 19 November Letter").³⁷ UBS sent a reply letter on the same day to explain its inaction on the basis of BKR's instruction during the 10 November Call.³⁸ On 22 November 2010, Ms B spoke with BKR over the phone. BKR appeared to not recall the 8 November Letter,

³² JC, S/N 11; D&N Letter at para 4(a), ROP Vol 4 at p 862.

³³ JC, S/N 12; DT NE 28 February 2024 at p 145 ln 5 to p 148 ln 5, ROP Vol 6 at pp 614–617.

³⁴ JC, S/N 13; Letter from BKR to UBS dated 8 November 2010, ROP Vol 4 at p 870.

³⁵ JC, S/N 14; D&N Letter at para 4(d), ROP Vol 4 at p 863.

³⁶ JC, S/N 14; D&N Letter at para 4(d), ROP Vol 4 at p 863.

³⁷ JC, S/N 15; D&N Letter at para 4(f), ROP Vol 4 at p 863; Letter from BKR to UBS dated 19 November 2010, ROP Vol 4 at pp 871–872.

³⁸ JC, S/N 16; Letter from UBS to BKR dated 19 November 2010, ROP Vol 4 at p 873.

the 10 November Call, or the 19 November Letter, and questioned the authenticity of the signature on the 19 November Letter.³⁹

15 UBS thus arranged a face-to-face meeting on 23 November 2010 to verify BKR’s instructions (“the 23 November Meeting”).⁴⁰ Present at this meeting were Ms B and another UBS banker, BKR, BKR’s personal assistant (“PA”), and BKR’s sister AUR.⁴¹ At the meeting, BKR informed UBS that she did not recall giving instructions to transfer her UBS portfolios to DBS or the instructions in the 19 November Letter.⁴² BKR then signed letters to UBS to: (a) revoke the 8 and 19 November Letters, and the LPOA; and (b) authorise UBS to disclose information on her portfolios to AUR, CY, the Applicant, and PA (“the Disclosure Authority Letter”).⁴³

16 On 24 November 2010, a DBS officer visited BKR’s residence in Singapore with letters containing instructions to transfer BKR’s JP Morgan assets to DBS. BKR refused to sign them.⁴⁴

BKR’s move to Hong Kong and further attempted transfers

17 On 25 November 2010, AUT unexpectedly arrived in Singapore from London.⁴⁵ Three days later, BKR left Singapore for Hong Kong with AUT;

³⁹ JC, S/N 17; D&N Letter at para 4(g), ROP Vol 4 at p 863.

⁴⁰ JC, S/N 18; D&N Letter at para 4(h), ROP Vol 4 at p 863.

⁴¹ JC, S/N 18; D&N Letter at para 4(j), ROP Vol 4 at p 863.

⁴² JC, S/N 18; D&N Letter at para 4(j), ROP Vol 4 at pp 863–864.

⁴³ JC, S/N 18; D&N Letter at para 4(l), ROP Vol 4 at p 864.

⁴⁴ JC, S/N 19; Affidavit of AUR for OSF 71 (“AUR Affidavit”) 18 February 2011 at paras 4.4.1–4.4.3, ROP Vol 3A at pp 8512–8513.

⁴⁵ JC, S/N 20.

BKR's sisters were not informed although BKR left a note that she was going on a short holiday.⁴⁶

18 On 29 November 2010, the Applicant found BKR at AUT's residence and chatted with her for two hours.⁴⁷ The Applicant and BKR arranged to meet for dinner the following night and to fly to Singapore together on 3 December 2010.⁴⁸ This dinner was cancelled the following night.⁴⁹ On 1 December 2010, the Applicant and NG attempted to visit BKR at AUT's residence but were denied access by AI, who told them that BKR did not want to see them.⁵⁰ On 8 December 2010, the Applicant and NG received a letter written in BKR's handwriting chastising them for their conduct at AUT's residence on 1 December 2010 ("the Handwritten Letter").⁵¹

19 Concurrently, on 29 November 2010, UBS received two letters with BKR's signature again instructing the transfer of all funds in BKR's UBS accounts to DBS.⁵² One letter reiterated her instructions to transfer assets to DBS ("the 29 November Letter on Asset Transfer"), but again lacked particulars of BKR's DBS account.⁵³ The other letter instructed UBS to remove Ms B as BKR's banker and remove all mandates and signatories other than BKR herself,

⁴⁶ JC, S/N 21; DT NE 29 February 2024 at p 92 ln 3–5, ROP Vol 6 at p 792.

⁴⁷ JC, S/N 23; DT A-AEIC at para 152, ROP Vol 3A at p 55.

⁴⁸ JC, S/N 23; DT A-AEIC at para 152, ROP Vol 3A at p 55.

⁴⁹ JC, S/N 23.

⁵⁰ JC, S/N 24.

⁵¹ JC, S/N 27; Handwritten Letter, ROP Vol 4 at pp 902–904.

⁵² JC, S/N 22.

⁵³ D&N Letter at para 4(n), ROP Vol 4 at p 864.

to her UBS accounts (“the 29 November Letter on Signatories”).⁵⁴ These letters are referred to collectively below as the “29 November Letters”.

20 On 1 December 2010, UBS attempted to verify BKR’s instructions in the two letters with her via telephone, but was unable to reach BKR’s Singapore number.⁵⁵ Nor could they reach BKR in Hong Kong, as the number of AUT’s Hong Kong residence appeared to be connected to a fax machine.⁵⁶ On 2 December 2010, BKR reached out to a UBS banker (“Mr DH”), who in turn asked BKR for a meeting to clarify BKR’s instructions.⁵⁷ After BKR declined to meet, Mr DH informed her that UBS would not act on her newest instructions as UBS needed a verification of BKR’s identity and the DBS bank account details.⁵⁸

21 On 11 December 2010, the Respondent travelled to Hong Kong and in the days thereafter, accompanied BKR to two meetings in Hong Kong with bankers from JP Morgan and UBS, where he spoke on her behalf:⁵⁹

(a) On 13 December 2010, BKR and the Respondent met JP Morgan bankers for the latter to obtain BKR’s in-person instructions.⁶⁰

(b) On 15 December 2010, BKR and the Respondent met UBS bankers, including Ms B and Mr DH, in the presence of some DBS

⁵⁴ JC, S/N 22; D&N Letter at para 4(m), ROP Vol 4 at p 864.

⁵⁵ JC, S/N 25; D&N Letter at para 4(o), ROP Vol 4 at p 864.

⁵⁶ JC, S/N 25; D&N Letter at para 4(o), ROP Vol 4 at p 864.

⁵⁷ JC, S/N 26; D&N Letter at para 4(q), ROP Vol 4 at pp 864–865.

⁵⁸ JC, S/N 26; D&N Letter at para 4(q), ROP Vol 4 at pp 864–865.

⁵⁹ JC, S/N 29–31; Invoice 20 January 2011 at para 10, ROP Vol 4 at p 453.

⁶⁰ JC, S/N 30; Invoice 20 January 2011 at para 12, ROP Vol 4 at p 453.

representatives (“the 15 December Meeting”).⁶¹ The Respondent knew that the objective of this meeting was for UBS to verify BKR’s instructions, in light of all her conflicting instructions thus far.⁶² BKR did not deny having given such previous instructions but asked for copies of the relevant correspondence.⁶³ BKR then expressed her wish to partially revoke the Disclosure Authority Letter *vis-à-vis* the Applicant and AUR, and to transfer her UBS portfolios to DBS and close the portfolio thereafter.⁶⁴

22 From 17 to 20 December 2010, the Respondent, BKR’s Hong Kong lawyer (“BKR’s HK lawyer”) from Mayer Brown JSM (“BKR’s HK law firm”), and AUT (using BKR’s Gmail address) prepared draft Letters before Action (“LBAs”) via email correspondence.⁶⁵ After BKR’s HK lawyer first disseminated the draft LBA to the Respondent’s and BKR’s email addresses, AUT circulated an amended draft to the Respondent using BKR’s email address, and the Respondent returned a draft reflecting AUT’s amendments to BKR’s HK lawyer.⁶⁶

23 On 20 December 2010, UBS wrote to BKR to clarify whether the Respondent acted for BKR, and if so, in what capacity.⁶⁷ This was met the same day with a signed letter from BKR confirming that BKR had appointed the Respondent as her counsel and that he was fully authorised to represent BKR

⁶¹ JC, S/N 31; Invoice 20 January 2011 at para 14, ROP Vol 4 at p 453.

⁶² DT NE 1 March 2024 at p 24 ln 3 to p 25 ln 13, ROP Vol 6 at pp 943–944.

⁶³ D&N Letter at para 4(w), ROP Vol 4 at p 865.

⁶⁴ D&N Letter at para 4(x), ROP Vol 4 at p 865.

⁶⁵ JC, S/N 32.

⁶⁶ ROP Vol 4 at pp 516–517.

⁶⁷ JC, S/N 33.

on all legal, administrative, and other matters regarding any of her UBS accounts (“the Confirmation of Authority Letter”).⁶⁸

24 On 21 December 2010, BKR’s HK law firm sent LBAs on BKR’s behalf to the Applicant and NG, demanding them to undertake not to harass BKR.⁶⁹ On the same date, the Respondent clarified with Ms B the scope of his authority to act on BKR’s behalf, stating that he was not authorised to give any instructions regarding BKR’s portfolios and that all instructions would come from BKR alone.⁷⁰

25 On 25 December 2010, the Applicant and NG attended a Christmas lunch with BKR together with all of BKR’s children and grandchildren (“the Christmas Lunch”), notwithstanding that the undertakings as demanded in the LBAs on 21 December 2010 had not been signed.⁷¹

26 On 27 December 2010, UBS’s solicitors, Drew & Napier LLC (“D&N”), wrote a letter to BKR regarding the series of conflicting instructions (“the D&N Letter”), stating that these matters “have given UBS cause for concern” that the instructions for BKR to be made sole signatory to her UBS portfolios, for the funds in those portfolios to be transferred to BKR’s DBS bank account, and for the portfolios to be closed thereafter, “may not represent

⁶⁸ JC, S/N 34.

⁶⁹ JC, S/N 36; ROP Vol 3A at pp 5982–5990.

⁷⁰ JC, S/N 35.

⁷¹ JC, S/N 38.

[BKR's] real or independent intentions".⁷² The Respondent received a full copy of this letter shortly after BKR did.⁷³

27 On the same day, the Respondent advised BKR to appoint Senior Counsel to address the issues raised by UBS.⁷⁴ On 28 December 2010, the Respondent met the late Mr Alvin Yeo, SC, and the WongPartnership LLP ("WongP") team in Singapore to furnish background information.⁷⁵ In January 2011, the Respondent travelled to Hong Kong to introduce BKR to the WongP team with the objective of addressing the issues raised by UBS and various issues also raised by AUR, CY, NG, and the Applicant.⁷⁶

28 Subsequently, BKR made two statutory declarations, with the first addressing the D&N Letter and stating that it remained her intention to transfer her assets to DBS ("the Asset Transfer SD"),⁷⁷ and the second explaining the Trust ("the Trust SD")⁷⁸ and declaring that: (a) the S\$5 million in the account of B Ltd was "for the sole purpose of taking care of [her] well-being during [her] lifetime" and that she could withdraw moneys from this account for her daily expenses; and (b) she wanted to make donations to charity during her lifetime and such donations were to continue after her demise.⁷⁹ Two doctors, Dr P S

⁷² JC, S/N 39; D&N Letter at para 6, ROP Vol 4 at p 866.

⁷³ JC, S/N 39; DT NE 28 February 2024 at p 156 ln 21 to p 157 ln 2, ROP Vol 6 at pp 625–626; DT NE 1 March 2024 at p 198 at ln 10–19, ROP Vol 6 at p 1117; DT NE 5 March 2024 at p 82 ln 18–19, ROP Vol 6 at p 1479.

⁷⁴ JC, S/N 40.

⁷⁵ JC, S/N 41.

⁷⁶ JC, S/N 42.

⁷⁷ ROP Vol 3A at pp 6841–6842.

⁷⁸ ROP Vol 3A at pp 6870–6872.

⁷⁹ Trust SD at paras 6, 11(d), 11(e), ROP Vol 3A at pp 6870–6872.

Shum (“Dr Shum”) and Dr Pei, assessed BKR’s mental capacity to make the statutory declarations on 13 January 2011.⁸⁰

Commencement of the MCA proceedings

29 On 18 February 2011, following correspondence between Shook Lin & Bok LLP (“SLB”, AUR and CY’s lawyers) and WongP, AUR and CY applied under s 20 of the MCA for a declaration that BKR was unable to make decisions for herself on her property and affairs, and for the court to appoint them as BKR’s deputies *vis-à-vis* BKR’s property and affairs.⁸¹ The Respondent received a copy of Originating Summons (Family Matters) No 71 (“OSF 71”), discussed it with WongP, AUT, and AI, and advised BKR on it in Hong Kong.⁸²

The 2011 Will and 2012 Deed of Understanding

30 It is pertinent to mention two pieces of work the Respondent completed while the MCA proceedings were continuing.

31 Around January to May 2011, the Respondent assisted BKR in drafting a will (“the 2011 Will”),⁸³ which declared that BKR would not provide for her three children, and provided for the entirety of BKR’s estate to be bequeathed to JC Trust Ltd to be held on trust.⁸⁴ Prior to this, another will had been prepared by BKR’s solicitors with assistance from her sisters, and executed on 23

⁸⁰ JC, S/N 44–45.

⁸¹ JC, S/N 46; DT A-AEIC at paras 16–17, ROP Vol 3A at p 10.

⁸² JC, S/N 46 and 47.

⁸³ ROP Vol 3A at pp 6278–6281.

⁸⁴ The 2011 Will at paras 4–7, ROP Vol 3A at pp 6308–6309.

September 2009 (“the 2009 Will”).⁸⁵ It is undisputed that NG, AUT, and the Applicant were all beneficiaries of the 2009 Will.⁸⁶ The 2009 Will also appointed four executors of BKR’s estate, including NG and the Applicant but excluding AUT.⁸⁷

32 The Respondent also drafted a deed of understanding. On 26 July 2012, he emailed BKR, copying AUT, informing her of discussions he had with WongP and plans for BKR to sign a deed of understanding to “show the judge... that [BKR’s] ‘pocket money fund’ in [B Ltd] is purely for [BKR’s] benefit and nobody else’s”.⁸⁸ The next day, BKR entered into a deed of understanding with JC Trust Ltd and AUT, providing that during BKR’s lifetime, the moneys in B Ltd’s bank account should be used exclusively for the purpose of maintaining BKR (“the 2012 DOU”).⁸⁹

Decision of the Senior District Judge

33 OSF 71 was heard by Senior District Judge Foo Tuat Yien (as she then was) (“SDJ Foo”). On 11 December 2012, SDJ Foo issued her judgment on the MCA application in *BKR (DC)*, holding that BKR lacked capacity under s 4(1) of the MCA: *BKR (DC)* at [135(1)].

⁸⁵ DT NE 23 February 2024 at p 71 ln 13 to p 72 ln 9, ROP Vol 6 at pp 108–109; AUR Affidavit 18 May 2012 at paras 9–17, ROP Vol 4 at pp 1609–1611.

⁸⁶ Applicant’s Reply Closing Submissions for DT/SEC/1/2023 dated 3 June 2024 (“DT ARS”) at para 84(a), ROP Vol 4 at p 1540; DT NE 23 February 2024 at p 79 ln 22 to p 81 ln 23, ROP Vol 6 at pp 116–118.

⁸⁷ AUR Affidavit 18 May 2012 at para 17, ROP Vol 4 at p 1611.

⁸⁸ ROP Vol 4 at p 651.

⁸⁹ ROP Vol 4 at pp 709–711.

34 SDJ Foo found that BKR was unable to make decisions for herself regarding her property and affairs because of an impairment of or disturbance in the functioning of her mind or brain: *BKR (DC)* at [135(1)]. BKR was also “vulnerable and susceptible to undue influence”: at [129]. SDJ Foo further found that BKR lacked capacity to instruct solicitors and to litigate: at [75] and [132] respectively. Accordingly, SDJ Foo ordered that AUR and CY be appointed as joint deputies (“the Joint Deputies”) to make all decisions regarding BKR’s property and affairs on her behalf. The Joint Deputies were authorised, *inter alia*, to appoint, instruct, nominate, or employ solicitors on BKR’s behalf, in relation to various matters concerning property belonging to BKR, whether real or personal and immovable or movable: at [135(2)].

Respondent’s conduct after the Senior District Judge’s decision

35 After SDJ Foo’s orders were handed down, the Respondent continued to undertake work in relation to the MCA proceedings for BKR. From 11 December 2012 to March 2013, the Respondent reported SDJ Foo’s decision to BKR, reviewed the grounds of decision with BKR and the WongP team, and briefed BKR on “significant flaws” in the decision identified by WongP.⁹⁰

36 The Respondent did not comply with certain requests by the Joint Deputies. On 10 January 2013, SLB, solicitors of the Joint Deputies, wrote to JC Trust Ltd and Rajah & Tann LLP (“R&T”, which SLB understood to be acting for the Respondent) separately. To JC Trust Ltd, SLB requested for documents relating to the Trust.⁹¹ JC Trust Ltd declined the request.⁹² In the

⁹⁰ Invoice 12 December 2013 at paras 21, 27 and 29, ROP Vol 4 at pp 471–472.

⁹¹ Letter from SLB to JC Trust Ltd dated 10 January 2013 at para 6(a), ROP Vol 4 at p 914.

⁹² Letter from Maples and Calder to SLB dated 18 January 2013, ROP Vol 4 at p 926.

Respondent's invoice, it is recorded that he "work[ed] with [JC Trust Ltd] and its lawyers to deny the [Joint Deputies] on the basis that there was an ongoing appeal".⁹³ To R&T, SLB requested copies of all bills that the Respondent had rendered to BKR, and the terms and conditions of his engagement by BKR.⁹⁴ On 18 January 2013, FKL wrote to SLB stating that the Respondent could not provide the bills as they contained privileged information, and that he took instructions from BKR that privilege was not waived.⁹⁵ SLB responded to FKL on 22 January 2013 to reiterate the request for the invoices, but the Respondent refused again on 28 January 2013 on the same grounds as those previously relied upon.⁹⁶ The invoices were eventually furnished after the decision in *BKR (CA)* was rendered.⁹⁷

37 On 22 November 2011, the Respondent dealt with a telephone call from the Commercial Affairs Department ("CAD") regarding money stolen from BKR's Deutsche Bank account.⁹⁸

Decision of the High Court on appeal

38 AUT, AI, and BKR appealed against SDJ Foo's decision on 12 and 13 December 2012.⁹⁹ The appeal hearing at the High Court commenced on 21 February 2013. On 1 October 2013, Justice Lai Siu Chiu ("Lai J") allowed the

⁹³ Invoice 12 December 2013 at para 30, ROP Vol 4 at p 472.

⁹⁴ Letter from SLB to R&T dated 10 January 2013 at paras 5 and 7, ROP Vol 4 at p 930.

⁹⁵ Letter from FKL to SLB dated 18 January 2013 at paras 2–3, ROP Vol 4 at p 942.

⁹⁶ Letter from SLB to FKL dated 22 January 2013 at para 5, ROP Vol 4 at p 943; Letter from FKL to SLB dated 28 January 2013, ROP Vol 4 at p 944.

⁹⁷ DT R-AEIC at para 32, ROP 3A at p 9046.

⁹⁸ DT NE 5 March 2024 at p 87 ln 14–26, ROP Vol 6 at p 1484; Briefing Note at p 5, ROP Vol 3A at p 6472.

⁹⁹ DT A-AEIC at para 23, ROP Vol 3A at p 12.

appeal. Lai J found that the court did not have jurisdiction under the MCA, as the “substantial dispute” revolved not around BKR’s mental capacity, but the undue influence to which BKR was allegedly subjected: *BKR (HC)* at [26]–[30]. Lai J then set aside SDJ Foo’s findings on undue influence as they were deemed “irrelevant” to the issue of capacity: at [63]. Lai J held, in any event, that it was not proven that BKR lacked capacity; while BKR suffered from an impairment of the mind, her inability to make decisions was not borne out by the evidence: at [107]–[108].

39 It is pertinent to pause here to frame the time period for the misconduct alleged. While the Statement of Case specifies a period from 1 September 2010 to 21 November 2014, premised on the period for which the Respondent invoiced BKR, parties agree that no misconduct relevant to the Charges is alleged in the period post Lai J’s order. I follow with the facts subsequent to Lai J’s decision below in this judgment because of the relevance of the findings of the Court of Appeal.

Appeal to the Court of Appeal

40 Dissatisfied, AUR and CY applied for leave to appeal against Lai J’s decision on 9 October 2013.¹⁰⁰ Leave was granted on 27 January 2014, and the appeal was accordingly filed.¹⁰¹ The Court of Appeal heard the appeal on 19 August 2014.

¹⁰⁰ DT A-AEIC at para 26, ROP Vol 3A at p 12.

¹⁰¹ DT A-AEIC at para 26, ROP Vol 3A at pp 12–13.

Donations out of the Trust

41 Whilst the appeal was still pending, two charitable donations from the Trust were made. In December 2013, a S\$1 million gift was made to [xxx].¹⁰² Around August 2014, another S\$1 million was donated to various charities.¹⁰³ These were the only donations made from the Trust.¹⁰⁴

Decision of the Court of Appeal

42 On 19 May 2015, the Court of Appeal allowed the appeal against Lai J's decision. It held that BKR had no capacity to make the Decisions and set them aside: *BKR (CA)* at [208].

43 Regarding the decision to set up the Trust, BKR lacked the ability to use and weigh relevant information, which was evident from the fact that she was unable to provide reasons for setting it up: *BKR (CA)* at [178]. The Trust was purportedly created to: (a) provide for BKR's material needs during her lifetime; (b) ensure a substantial portion of her wealth is donated to charity; (c) make a S\$10 million gift to AUT; and (d) disinherit the Applicant and NG after BKR's passing. However, the first objective had already been met by the 2007 JPM Trust, and the remaining three could be achieved by a will: at [174]. BKR thus seemed incapable of "considering whether one of these objectives was already being met by other trust arrangements already in existence, and ... assessing the relative merits and demerits of setting up the Trust versus drawing up a will": at [178]. The other explanation BKR gave for establishing the Trust, which was

¹⁰² ROP Vol 3A at p 6460; DT R-AEIC at para 15, ROP Vol 3A at p 9043.

¹⁰³ ROP Vol 3A at pp 7308–7309; NE 18 November 2025 at p 10 ln 7.

¹⁰⁴ NE 18 November 2025 at p 10 ln 16–17; NE 21 November 2025 at p 11 ln 24–28.

that she had to hide her money from the Applicant, appeared to be borne out of paranoia rather than any “perceptible factual basis”: at [179]–[180].

44 Regarding the decision to transfer assets, BKR was not only unable to use and weigh relevant information, but also unable to retain relevant information. Both inability were evidenced by BKR’s conduct at the 15 December Meeting. She had been unable to recall her previous inconsistent instructions (which suggested an inability to retain relevant information) and had persisted in giving Ms B instructions for her UBS accounts despite having confirmed the closure of those accounts (which pointed to an inability to understand what was happening at the meeting): *BKR (CA)* at [183].

45 Further, the court considered the approach to determining a person P’s mental capacity where there was an interaction between a mental impairment afflicting P, and allegations that P had come under the undue influence of others: *BKR (CA)* at [77]. Preliminarily, the court disagreed with the High Court on the point of jurisdiction. Substantial allegations of undue influence did not deprive the court of jurisdiction under the MCA, which arises so long as there is a dispute on P’s mental capacity: at [124]. Incapacity can, in turn, be demonstrated by reference to the actual circumstances in which P lived: at [124]. This was where undue influence could come into play. The presence of undue influence was relevant to the issue of mental capacity in at least three ways (see [125]–[126]): first, whether P was able to retain, understand or use the information that relates to whether there might be undue influence applied (for instance, the fact that a third person may have interests opposed to her own); second, whether P’s susceptibility to undue influence is caused by mental impairment; and third, whether the effect of undue influence was that P cannot realistically hope to obtain assistance in making the relevant decision.

46 On the evidence, the court found a strong case for inferring that BKR had been acting under the undue influence of AUR and AI when she set up the Trust and made the apparent decision to transfer her assets between banks, based on the following factors:

(a) The establishment of the Trust and the transfer of assets did not appear to bring any discernible benefit to BKR and were unprompted. The Trust was set up covertly and the banking instructions were issued “with unusual urgency” and “subject to inexplicable ... reversals”: *BKR (CA)*, at [197].

(b) The choices made by BKR varied drastically depending on whether she was with AUT. On both occasions when BKR signed the Trust documents, AUT had been with her. Conversely, when BKR revoked her previous instructions to transfer her UBS assets at the 10 November Call and the 23 November Meeting and declined to transfer her JP Morgan assets on 24 November 2010, AUT had been away: *BKR (CA)*, at [197].

(c) In the time that BKR lived with AUT and AI in their Hong Kong residence, she was isolated from the rest of her family including the Applicant, NG, AUR, and CY. While AUT and AI claimed that this was BKR’s own wish, this was not borne out by the facts, such as the Christmas Lunch: *BKR (CA)*, at [198]–[200].

47 These events indicated that the actual circumstances of BKR’s life “suppl[ied] positive hindrances to her decision-making independence in that she [was] cut off from people who would otherwise be able to give her advice and [was] subject to the undue influence” of AUT and AI: at [207]. The Court of Appeal concluded that BKR was unable to make the Decisions, and that this

inability was caused by a combination of her mental impairment and the circumstances in which she lived: at [207].

48 Subsequently, the court appointed professional deputies to make decisions on BKR’s behalf with respect to her property and affairs.¹⁰⁵ The deputies applied successfully to set aside the Trust¹⁰⁶ and the 2011 Will.¹⁰⁷

The complaint to the Law Society

49 After *BKR (CA)*, the Applicant lodged a complaint against the Respondent with the Law Society on 17 April 2018.¹⁰⁸ As certain aspects of the complaint pertained to matters that arose more than six years before the date of the complaint, the Council of the Law Society (“the Council”) was required, pursuant to s 85(4A) of the Legal Profession Act (Cap 161, 2009 Rev Ed) (“LPA 2009”), to seek the leave of court under s 85(4C)(a) of the LPA 2009 before it could act on the complaint.

50 After the Applicant was notified that the Council had declined to refer to the Chairman of the Inquiry Panel (“the Chairman”) portions of the complaint concerning matters that predated 17 April 2012, the Applicant applied for a judicial review of the Council’s decision: see *CBB v Law Society of Singapore* [2021] 3 SLR 487 (“*CBB (HC)*”) at [5]. The High Court allowed his application in *CBB (HC)* and directed the Council to reconsider its decision not to refer the full complaint to the Chairman: at [92]. The Applicant appealed, seeking a

¹⁰⁵ Order of Court appointing BKR’s deputies dated 18 December 2015 at para 1, ROP Vol 3A at p 1353.

¹⁰⁶ DT NE 4 March 2024 at p 6 ln 24 to p 7 ln 2, ROP Vol 6 at pp 1197–1198.

¹⁰⁷ DT A-AEIC at para 192, ROP Vol 3A at p 70; DT NE 4 March 2024 at p 111 ln 4–7, ROP Vol 6 at p 1302.

¹⁰⁸ Letter of Complaint to Law Society dated 17 April 2018, ROP Vol 3A at p 204.

mandatory order compelling the Council to apply for leave under s 85(4C) of the LPA 2009. The Court of Appeal allowed the appeal and ordered the Council to apply for leave under s 85(4C)(a) to refer the full complaint: *CBB v Law Society of Singapore* [2021] 1 SLR 977 (“*CBB (CA)*”) at [37].¹⁰⁹ The Chairman accordingly constituted an Inquiry Committee (“IC”) to investigate the entire complaint.

51 In 2022, on the IC’s recommendation, the Council declined to set the matter before the DT for a formal investigation.¹¹⁰ The Applicant applied to set aside this decision.¹¹¹ I heard his application in HC/OA 455/2022 and directed the Law Society to apply to the Chief Justice for a DT to be appointed to hear and investigate portions of the complaint.¹¹²

52 Subsequently, seven groups of charges were brought against the Respondent before the DT.¹¹³ On 21 March 2025, the DT found that none of the charges were made out beyond reasonable doubt, and there was no cause of sufficient gravity for disciplinary action. The Applicant subsequently filed the present application under s 97 of the Legal Profession Act 1966 (2020 Rev Ed) (“LPA”) to review the DT’s determination.

Role of the High Court

53 The powers of the High Court reviewing a determination of the DT are set out in s 97(4) of the LPA:

¹⁰⁹ Order of Court dated 1 December 2020 at para 1, ROP Vol 3A at p 310.

¹¹⁰ Determination at para 16.

¹¹¹ Determination at para 17.

¹¹² Determination at para 18.

¹¹³ SOC at para 81, ROP Vol 2 at pp 55–77.

Application for review of Disciplinary Tribunal’s decision

97.— ...

(4) The Judge hearing the application —

(a) has full power to determine any question necessary to be determined for the purpose of doing justice in the case, including any *question as to the correctness, legality or propriety of the determination or order of the Disciplinary Tribunal*, or as to the regularity of any proceedings of the Disciplinary Tribunal; and

(b) may make such orders as the Judge thinks fit, including —

(i) an order directing the *person who made the complaint or the Council* to make an *application under section 98*;

(ii) an order *setting aside the determination of the Disciplinary Tribunal* and directing —

(A) the Disciplinary Tribunal to rehear and reinvestigate the complaint or matter; or

(B) the Society to apply to the Chief Justice for the appointment of another Disciplinary Tribunal to hear and investigate the complaint or matter; or

(iii) such order for the payment of costs as may be just.

[emphasis added]

54 The DT is to determine whether there is cause of sufficient gravity for disciplinary action under ss 83 or 83A of the LPA, which is a “*prima facie* case on the relevant evidence” that “due cause” under ss 83 or 83A might be present: *Law Society of Singapore v Jasmine Gowrimani d/o Daniel* [2010] 3 SLR 390 (“*Jasmine Gowrimani*”) at [31]. It is then for the Court of Three Judges (“C3J”) to determine if “due cause” has been proven: *Jasmine Gowrimani* at [25] and [35].

55 A judge hearing a review under s 97 of the LPA may “assess the substantive merits of the findings and determinations of the DT, and if she decides that the DT had made an incorrect decision as to these findings and

determinations, the judge may set it aside” and either order that the matter be remitted to the same DT or another DT, or order the complainant or the Council to apply under s 98 of the LPA to advance the matter to the C3J: *Loh Der Ming Andrew v Koh Tien Hua* [2021] 2 SLR 1013 (“*Andrew Loh*”) at [33]–[34]. The reviewing court may advance the matter to the C3J if the DT did not find cause of sufficient gravity to do so, and the reviewing court disagrees with the DT: *Andrew Loh* at [36].

56 In the present application, the Applicant argues that there was a *prima facie* case on the evidence before the DT that due cause for disciplinary action under s 83 of the LPA might be present, and asks that the charges be advanced to the C3J.¹¹⁴

Preliminary matters

57 Before I turn to the charges, I deal with two preliminary matters concerning the evidence relevant in assessing the charges:

- (a) the admissibility of various items of hearsay evidence; and
- (b) the DT’s treatment of the findings made by the Court of Appeal in *BKR (CA)*.

¹¹⁴ Applicant’s Affidavit for HC/OA 359/2025 dated 7 April 2025 at para 3.

Admissibility of hearsay evidence

The contested evidence

58 The Respondent objects to the admission of the following items of evidence:¹¹⁵

- (a) The D&N Letter;
 - (b) Medical reports regarding BKR’s mental capacity prepared by various doctors including Mr Damaris Hung (“Dr Hung”), Dr Lo, Dr Pei and Dr Shum, but excluding Prof Kua Ee Heok (“the Medical Reports”); and
 - (c) Transcripts of the evidence of individuals who were witnesses in OSF 71 but not before the DT, and the various judgments in OSF 71 and the ensuing appeals (these are also the subject matter of the second preliminary issue)
- (collectively, “the contested evidence”).

59 The various items originate from individuals who were not witnesses in the DT proceedings.¹¹⁶ I note in passing that the Respondent was cross-examined on these documents on multiple occasions without objection. The Respondent further relies on the Medical Reports to show that he had deferred to expert opinion, and a letter from Maples and Calder (the British Virgin Islands (“BVI”)

¹¹⁵ Respondent’s Written Submissions on Hearsay dated 29 December 2025 (“RHS”) at para 2; Applicant’s Reply Submissions on Hearsay dated 14 January 2026 (“AHS”) at para 2.

¹¹⁶ Determination at para 27.

solicitors for JC Trust Ltd) to show that his denial of the Joint Deputies’ request was reasonable (see [224] below).¹¹⁷

60 The DT did not, in the Determination, deal with the issue of the admissibility of the documents said to contain hearsay.

Arguments

61 The Applicant’s main arguments (save for one that I deal with at [94]) rest on ss 32(1)(b) and 32(1)(k) of the Evidence Act 1893 (2020 Rev Ed) (“EA”),¹¹⁸ which provide as follows:

Cases in which statement of relevant fact by person who is dead or cannot be found, etc., is relevant

32. —(1) Subject to subsections (2) and (3), statements of relevant facts made by a person (whether orally, in a document or otherwise), are themselves relevant facts in the following cases:

...

or is made in course of trade, business, profession or other occupation;

(b) when the statement was made by a person in the ordinary course of a trade, business, profession or other occupation and in particular when it consists of —

(i) any entry or memorandum in books kept in the ordinary course of a trade, business, profession or other occupation or in the discharge of professional duty;

(ii) an acknowledgment (whether written or signed) for the receipt of money, goods, securities or property of any kind;

(iii) any information in market quotations, tabulations, lists, directories or other compilations generally used and relied upon by the public or by persons in particular occupations; or

¹¹⁷ RWS at paras 91–93 and 110–118.

¹¹⁸ AHS at para 31.

(iv) a document constituting, or forming part of, the records (whether past or present) of a trade, business, profession or other occupation that are recorded, owned or kept by any person, body or organisation carrying out the trade, business, profession or other occupation,

and includes a statement made in a document that is, or forms part of, a record compiled by a person acting in the ordinary course of a trade, business, profession or other occupation based on information supplied by other persons;

...

or by agreement.

(k) when the parties to the proceedings agree that for the purpose of those proceedings the statement may be given in evidence.

[emphasis added]

62 I deal only with the arguments on s 32(1)(k) of the EA which, in my view, settles the issue. The factual circumstances pertinent to s 32(1)(k) are these. On 18 May 2023, Applicant’s counsel wrote an email to Respondent’s counsel stating:¹¹⁹

2. We have no objections to the additions of the documents you have proposed, and will amend the Agreed Index and Agreed Bundle accordingly.

3. In relation to the scope of agreement, *we propose that parties agree as to authenticity and admissibility of the documents in the Agreed Index and Agreed Bundle.* Please confirm whether your client is agreeable.

4. We will circulate a revised Agreed Index and Bundle once we receive your client’s confirmation on the above.

[emphasis added]

Respondent’s counsel replied as follows:¹²⁰

Thank you for your email below.

¹¹⁹ RHS at Annex A.

¹²⁰ RHS at Annex A.

We are agreeable to paragraph 3 thereof.

Regards

[emphasis added]

63 There is no dispute that this agreement was reached, and I refer to this email exchange as the “Admissibility Agreement”. The agreed bundle of documents and accompanying index, dated 19 May 2023 (collectively, “DT ABOD”) contained *all* the contested evidence.¹²¹ The Applicant argues that if any DT ABOD document was not intended to be admitted, the onus was on the Respondent to qualify the admissibility agreement.¹²² The case of *Goldrich Venture Pte Ltd v Halcyon Offshore Pte Ltd* [2015] 3 SLR 990 was used to illustrate this. There, parties agreed that affidavits in an agreed bundle would be admissible provided that a certain testimony were given at trial, and as no such testimony was given, the court held (at [128]) that there was no agreement on admissibility.

64 The Respondent does not disagree that there is in place an admissibility agreement as governed by s 32(1)(k) of the EA. His argument is that s 32(1)(k) operates to admit the contested evidence *only to prove their existence, but not to prove the truth of their contents*.¹²³

65 In this regard, the Respondent submits that the term “admissibility” in the Admissibility Agreement was meant to refer only to the admissibility of evidence to prove the fact of its existence.¹²⁴ The Respondent seeks to explain the meaning of “admissibility”, relying on *Subramaniam v Public Prosecutor*

¹²¹ Index of DT ABOD at S/N 27–37, 254, 299–330, ROP Vol 4 at pp 112–184.

¹²² AHS at paras 26 and 28.

¹²³ RHS at paras 7–8, 11.

¹²⁴ RHS at para 12.

[1956] 1 WLR 965 (“*Subramaniam*”). In *Subramaniam* at p 970, the Privy Council held:¹²⁵

Evidence of a statement made to a witness by a person who is not himself called as a witness may or may not be hearsay. It is hearsay and inadmissible when the object of the evidence is to establish the truth of what is contained in the statement. It is not hearsay and is admissible when it is proposed to establish by the evidence, not the truth of the statement, but the fact that it was made.

66 The Respondent further cites the following passage from *Jet Holding Ltd v Cooper Cameron (Singapore) Pte Ltd* [2006] 3 SLR(R) 769 (“*Jet Holding*”) at [44] to argue that notwithstanding the admission of an agreed bundle of documents, the truth of the contents of the documents must still be proven:¹²⁶

... any problems of authenticity could have been surmounted (as they often are in cases of this nature) by an agreed bundle of documents, although (unfortunately) this was not the case here. *However, it must be emphasised that whilst formal proof of the documents concerned is dispensed with by an agreed bundle of documents, the truth of their contents will still have to be proved in the absence of any agreement or admission to the contrary.*

[emphasis added]

67 The Respondent’s argument rests on his definition of admissibility. Admissibility, he argues, pertains merely to the fact that a statement was made, and not the truth of its contents. Therefore, the Respondent argued, if the Applicant wanted the truth of the contents of all documents in the DT ABOD to be admitted without calling the makers as witnesses, “it must be clear”.¹²⁷

¹²⁵ RHS at para 12.

¹²⁶ RHS at paras 4 and 14.

¹²⁷ RHS at para 15.

Analysis

68 Contrary to the Respondent’s submission, the Admissibility Agreement was clear. The Respondent’s proposed definition of admissibility is not consonant with the approach of the EA. It is well-established that the EA adopts an inclusionary approach, stating what may be admitted in evidence rather than what is excluded: *Lee Chez Kee v Public Prosecutor* [2008] 3 SLR(R) 447 (“*Lee Chez Kee*”) at [69]. The question is simply whether the statement to be admitted comes under any of the relevancy provisions in the EA; if it does, it is relevant and made admissible by s 5 of the EA: *Lee Chez Kee* at [69]. Section 5 of the EA reads:

Evidence may be given of facts in issue and relevant facts

5. Evidence may be given in any suit or proceeding of the existence or non-existence of every fact in issue and of such other facts as are hereinafter declared to be relevant, *and of no others*.

[emphasis added]

69 Section 32 of the EA codifies the common law exceptions to the hearsay rule: *Gimpex Ltd v Unity Holdings Business Ltd* [2015] 2 SLR 686 at [77]. Common law hearsay is an out-of-court statement that is tendered in court as evidence of the *truth of its contents* without the statement maker being produced in court: *Auto Lease (Pte) Ltd v San Hup Bee Motor LLP* [2024] 5 SLR 1318 (“*Auto Lease*”) at [110]. Therefore, if an out-of-court statement is admitted merely to prove that it was made, such a statement is *not* hearsay (*Auto Lease* at [111]). This is also the effect of the passage from *Subramaniam* that the Respondent relies upon (see [65] above).

70 Consistent with the EA’s concept of admissibility, s 32(1)(k) of the EA makes admissible hearsay as agreed by the parties; no admissibility agreement

would be necessary if the statements were to be admitted merely to prove their existence.

71 In this context, I deal with *Jet Holding*. Conventionally, agreed bundles are only agreements as to the authenticity of the documents therein: Jeffrey Pinsler SC, *Evidence and the Litigation Process* (LexisNexis, 8th Ed, 2024) (“Pinsler”) at para 17.043. This is also implied in the court’s observation in *Jet Holding* cited by the Respondent (see [66] above). But the context of *Jet Holding* matters. There was no agreed bundle; the dispute was whether documents in the *plaintiff’s* bundle were *authentic*, and also *admissible* despite being hearsay. The plaintiffs argued that the documents were authentic as they were appended to an affidavit filed in court, and the defendants had waived objections to authenticity: *Jet Holding* at [22]–[26]. The court rejected this argument on the facts and remarked that an agreed bundle could have dispensed with the authenticity issue: *Jet Holding* at [29] and [44]. It was then in the context of the *hearsay issue* that the court stated that, even with an agreed bundle, the truth of the documents’ contents must be proven *absent any agreement or admission to the contrary* (at [44]). But an agreement was *present* here. Counsel agreed to *both* the authenticity and admissibility of the documents in the DT ABOD. The Applicant is therefore correct in stating that the Respondent should have qualified his agreement if he did not wish to admit the DT ABOD documents for the veracity of their contents.

72 This approach is supported by the statutory object of s 32(1)(k), which is to allow parties to agree to admit hearsay evidence as proof of the facts stated therein: Pinsler at para 6.039. The source of s 32(1)(k) of the EA was s 274(1) of the Criminal Procedure Code 2010 (No. 15 of 2010), which stated:

Admissibility of hearsay evidence by agreement of parties

274.—(1) As regards a statement in a document or made by a person in any other form than a document, if the parties to any criminal proceedings agree at a hearing that for the purpose of those proceedings the statement may be given in evidence, then, unless the court otherwise directs, the statement is admissible in those proceedings and in any proceedings arising out of them (including any appeal or retrial) *as evidence of any fact stated therein*.

[emphasis added]

73 Section 32(1)(k) was introduced in 2012 as a package of amendments to move exceptions that were set out in the Criminal Procedure Code 2010 to the EA, to enable the exceptions to apply to both civil and criminal proceedings: *per* former Minister for Law, Mr K Shanmugam, at the Second Reading of the Evidence (Amendment) Bill (*Singapore Parliamentary Debates, Official Report* (14 February 2012) vol 88). In other words, in both civil and criminal proceedings, documents admitted pursuant to admissibility agreements could be adduced as evidence of any fact therein.

74 Therefore, the contested documents may be used to prove the facts stated therein. In the light of my holding on s 32(1)(k), I do not deal with the arguments on s 32(1)(b) of the EA. The weight to be attributed to the evidence is a matter for the court’s determination: see s 32(5) of the EA.

The Court of Appeal’s findings on BKR’s mental capacity

75 The second preliminary issue relates to the Court of Appeal’s setting aside of the Decisions and its findings on BKR’s mental capacity (“the mental capacity issue”).

The DT’s decision

76 The DT declined to rely on the Court of Appeal’s findings and decided to rehear the mental capacity issue.

77 First, the DT took the view that, because the findings in *BKR (CA)* were reached on a balance of probabilities, whereas matters in disciplinary proceedings are held to a standard of beyond reasonable doubt, the DT was bound by the rules of natural justice to reassess BKR’s mental capacity: Determination at [20]–[25]. Second, the DT considered that r 23(2) of the Legal Profession (Disciplinary Tribunal) Rules (2010 Rev Ed) (“DT Rules”) only permitted a DT to “accept as conclusive a finding of fact of a court of competent jurisdiction in Singapore *to which proceedings the respondent was a party*” [emphasis added]. As the Respondent was not a party to the MCA proceedings, it was precluded from adopting the findings in *BKR (CA)*: Determination at [31]. The DT also rejected the Applicant’s argument, premised on the English decisions of *Director of Public Prosecutions v Head* [1958] AC 83 (“*DPP v Head*”) and *Hill v Clifford* [1907] 2 Ch 236 (“*Hill v Clifford*”), that the DT should accept the Court of Appeal’s decision as *prima facie* evidence of BKR’s mental incapacity, unless evidence was presented to traverse it.¹²⁸ The DT rejected the argument on the basis that English cases were “at best persuasive”: Determination at [30].

78 At the same time, while the DT found that it could not adopt the Court of Appeal’s findings, it also recognised that it could not make declarations on BKR’s mental capacity itself. The DT considered s 19(1) of the MCA, which states:

Power to make declarations

19.—(1) The *court* may make declarations as to —

(a) whether a person has or lacks capacity to make a decision specified in the declaration;

¹²⁸ Applicant’s Closing Submissions for DT/SEC/1/2023 dated 7 May 2024 (“DT ACS”) at paras 38–42, ROP Vol 4 at pp 1140–1141.

(b) whether a person has or lacks capacity to make decisions on such matters as are described in the declaration;

(c) the lawfulness or otherwise of any act done, or yet to be done, in relation to that person.

[emphasis added]

The DT acknowledged that s 19(1) of the MCA “only provides for a court, and not a [DT], as having the power to make a declaration [on] whether a person has or lacks capacity to make a specific decision”: Determination at [29].

79 The DT further concluded that “even if” it had power to decide the issue, the evidence adduced was not sufficient for it to find that BKR lacked capacity: Determination at [32] and [76]. As I will explain, I disagree that the DT was required to retry the matter of BKR’s mental capacity, and therefore do not summarise here the DT’s views on the evidence presented to it on the mental capacity issue.

The parties’ positions

(1) Arguments on the DT’s reasoning

80 The Applicant argues that the DT should not have concluded that BKR’s incapacity was not proven. The first reason proffered by the Applicant was that the Respondent did not plead BKR’s incapacity, “had accepted the Court of Appeal’s decision”, and had focused his defence on his lack of awareness as to BKR’s incapacity.¹²⁹ The second reason was that the findings in *BKR (CA)* were binding. In this regard, the Applicant argues that the DT’s reasoning was self-contradictory – on one hand, the DT doubted its power to make declarations on

¹²⁹ Applicant’s Written Submissions dated 10 September 2025 (“AWS”) at para 33.

a person's capacity under the MCA, but on the other hand, it refused to accept a declaration by a court of competent jurisdiction.¹³⁰

81 The Respondent was content to echo the DT's conclusions. The Respondent considers the Applicant's submission that it "did not plead that BKR had mental capacity" to be "misconceived and irrelevant", as it was "the Applicant who asserts that BKR did not have mental capacity" [emphasis in original] and the "burden falls squarely on the Applicant to prove [it] *beyond reasonable doubt*" [emphasis in original].¹³¹ The Respondent also argues that the DT was consistent because: (a) if the DT was invited to determine BKR's mental capacity under the MCA, it would have lacked jurisdiction to do so; and (b) if it were invited to accept the Court of Appeal's finding, it would have been precluded by r 23(2) of the DT Rules.¹³² The Respondent contends that this "did not prevent the Applicant from proving [its] case" that BKR lacked mental capacity, in the DT proceedings.¹³³

(2) Arguments on admitting the Court of Appeal judgment as evidence of BKR's incapacity

82 New arguments were raised in the application before me. In the context of hearsay allegations concerning the various judgments, the Applicant submits that the Respondent's hearsay objections are "collateral attacks" on the decision in *BKR (CA)*.¹³⁴ The Applicant claims that there is an abuse of process as "it has been shown that the identical question sought to be raised has been already

¹³⁰ AWS at para 38.

¹³¹ RWS at para 5.

¹³² RWS at para 8(b).

¹³³ RWS at para 9.

¹³⁴ AHS at para 4.

decided by a competent court”, and the Respondent is seeking to relitigate issues in the MCA proceedings.¹³⁵ This argument is best dealt with in relation to the Applicant’s submissions on ss 42 and 45 of the EA, which I deal with here in this section below.

83 The Applicant seeks to admit the Court of Appeal’s findings as evidence of BKR’s incapacity using two provisions of the EA. The first was s 42 of the EA,¹³⁶ which provides that:

Previous judgments relevant to bar a second suit or trial

42. The *existence* of any judgment, order or decree which *by law prevents any court from taking cognizance of* a suit or holding a trial is a *relevant fact* when the question is whether the court ought to take cognizance of the suit or to hold the trial.

[emphasis added]

The Applicant’s position is that the question of mental capacity is reserved for the MCA court (the Court of Appeal in *BKR (CA)* in this case) and the holding on BKR’s mental capacity in *BKR (CA)* falls within s 42 of the EA.¹³⁷

84 The Applicant’s alternative argument is to rely on s 45 of the EA. Section 45 renders judgments that are not relevant under ss 42 to 44 of the EA *irrelevant, save for the purpose of proving the existence of the judgment*. It reads:

Judgments, etc., other than those mentioned in sections 42, 43 and 44 when relevant

45. Judgments, orders or decrees other than those mentioned in sections 42, 43 and 44 are irrelevant *unless the existence of*

¹³⁵ AHS at paras 5 and 7.

¹³⁶ Notes of Argument 19 January 2026 (“NA”) at p 3 ln 6–11.

¹³⁷ NA at p 3 ln 9–15.

such judgment, order or decree is a fact in issue or is relevant under some other provision of this Act.

[emphasis added]

The Applicant seeks to invoke the exception in s 45 of the EA to rely on other relevancy provisions in the EA, namely, ss 32(1)(b) and 32(1)(k) of the EA.¹³⁸ In particular, *BKR (CA)* was contained in the DT ABOD,¹³⁹ which is admissible through the Admissibility Agreement: see [74] above.

85 Once *BKR (CA)* is admitted as evidence through ss 42 or 45 of the EA, the Applicant submits, the weight to be ascribed to *BKR (CA)* is one of *prima facie* evidence of BKR's mental incapacity.¹⁴⁰ To this end, the Applicant relies on the cases of *Hill v Clifford* and *DPP v Head*,¹⁴¹ which were the English authorities cited before the DT albeit without reference to ss 42 or 45 of the EA.¹⁴² Both cases concerned judgments *in rem*.

86 In *Hill v Clifford*, Cozens-Hardy MR observed in *dicta* that there were two classes of judgments *in rem*, one of which was "conclusive against all the world", and the other of which was not conclusive, but admissible in any other proceedings: at p 244. An example of the latter was a finding in a lunacy inquisition, which was admissible as evidence of lunacy in a subsequent suit between third parties, although this was not conclusive and could be traversed by evidence to the contrary: *Hill v Clifford* at p 244.

¹³⁸ NA at p 3 ln 6–7 and ln 18–22; NE 21 November 2025 at p 4 ln 25–31.

¹³⁹ Index of DT ABOD at S/N 23, ROP Vol 4 at p 112.

¹⁴⁰ NA at p 3 ln 15–18 and p 5 ln 16–17.

¹⁴¹ NE 18 November 2025 at p 6 ln 9–13.

¹⁴² DT ACS at paras 38–41, ROP Vol 4 at pp 1140–1141.

87 In *DPP v Head*, the respondent had sexual intercourse with a girl who was released on supervision from an “institution for mental defectives”. This was a misdemeanour under s 56(1)(a) of the Mental Deficiency Act 1913 (“English MDA”). The prosecution relied on an order issued by the Secretary of State in exercise of his power under the English MDA indicating that the girl was a defective. Although the prosecution subsequently conceded that this order was invalid because the medical certificates relied on by the Secretary of State when making the order contained no evidence on which it could be said that the victim was a “moral defective” for the purposes of the English MDA (*DPP v Head* at pp 98–99 and 110), this specific issue does not affect Lord Denning’s analysis of the anterior issue of the *nature* of the order. Lord Denning considered such an order to be admissible as it affected an individual’s status and capacity and was *in rem*; upon admission, the order would be conclusive proof of its existence as well as *prima facie* evidence of the truth of its contents with respect to the individual’s status (*DPP v Head* at pp 107–108). I reproduce the relevant portions of Lord Denning’s holding below:

The reason why these orders are admissible is because they are in the nature of proceedings in rem. They affect the status of the individual and her capacity. They are made by a competent public officer whose duty it is to hold a judicial or quasi-judicial inquiry and to record his findings. If he finds that the woman is a defective, many public servants will be called upon to take action, some to detain her, others to take charge of her property. *It is essential to the orderly and just conduct of business that all these public servants—and anyone else concerned with her affairs—should be able to act on the faith of the orders as they stand; and should not be put to the proof of the correctness of the findings therein—a task which would often be impossible after the lapse of time.* They are therefore made admissible in evidence against all the world; see Starkie on Evidence, 3rd ed. (1842), Vol. I, pp. 307-310. [...]

Applying this principle, it seems to me that the *orders made by a competent authority under the Mental Deficiency Act, 1913, such as the order of a judicial authority under section 6, or of a Secretary of State under section 9, or the continuation orders of the Board of Control under section 11, are admissible in*

evidence on production of the originals from the proper custody and an identification of the party who is the subject of the order. If the originals are not available, certified copies are often made admissible by statute. Thus, in the case of an order made by a Secretary of State under section 9, a certified copy is admissible under the Documentary Evidence Act, 1868. In the case of the continuation orders, there is no need to produce the originals if the secretary to the board certifies under section 11 (5) that the initial order has been continued.

What, then, does an order of this kind prove when produced from the public custody? It is conclusive proof of its own existence—that is to say, that an order was made as the document says it was—and it is prima facie evidence (but not conclusive evidence) of the truth of the facts recited in it which are essential to its validity: and if uncontradicted, it ought to be regarded as sufficient evidence of those facts; see *Harvey v. Rex*,²⁰ *Hill v. Clifford*.²¹

[emphasis added in italics and bold italics]

88 The Respondent’s case on the admissibility of *BKR (CA)* as evidence hinges on two points. First, the Respondent argues that r 23(2) of the DT Rules precludes reliance on s 42 of the EA, because it provides for when the DT “may” accept a court finding as conclusive. This must mean, the Respondent submits, that if the requirement in r 23(2) of the DT Rules (that the respondent be a party to the earlier court proceedings) is not met, the DT *may not* accept the court finding as conclusive.¹⁴³ Second, the Respondent argues that even assuming *DPP v Head* and *Hill v Clifford* apply, it had provided evidence to traverse the *prima facie* evidence of BKR’s incapacity.¹⁴⁴

89 The Applicant’s response on r 23(2) of the DT Rules is that it is permissive rather than prohibitive.¹⁴⁵ The Applicant emphasises that it does not

¹⁴³ NA at p 4 ln 24 to p 5 ln 3.

¹⁴⁴ NE 21 November 2025 at p 5 ln 22; NA at p 5 ln 18–21.

¹⁴⁵ NA at p 4 ln 12–24.

rely on the Court of Appeal’s finding as “conclusive” of BKR’s mental capacity (the wording used in r 23(2)), but simply as *prima facie* evidence.¹⁴⁶

Analysis

(1) Application of the Evidence Act in DT proceedings

90 These issues are best addressed by first analysing the application of the EA in DT proceedings. The DT and the Respondent both relied on r 23(2) of the DT Rules to exclude the evidence because the Respondent was not party to the MCA proceedings. However, this approach overlooks r 23(1) of the DT Rules, which directs the DT to apply the EA in disciplinary proceedings. I reproduce r 23 in full for ease of reference:

Application of Evidence Act

23.—(1) The Evidence Act (Cap. 97) shall apply to proceedings before the Disciplinary Tribunal in the same manner as it applies to civil and criminal proceedings.

(2) The Disciplinary Tribunal may, in its discretion, accept as conclusive a finding of fact of a court of competent jurisdiction in Singapore *to which proceedings the respondent was a party*.

[emphasis added]

The effect of r 23(1) is that a DT constituted under the LPA is obliged to apply the rules of evidence in the Evidence Act (Cap. 97) (the relevant provisions of which are, for present purposes, materially similar to the corresponding provisions in the EA): *Halsbury’s Laws of Singapore* vol 10 and 10(2) (LexisNexis, 2023) (“Halsbury’s on Evidence”) at para 120.008.

¹⁴⁶ NA at p 5 ln 14–17.

(2) The framework of the Evidence Act

91 The EA, in turn, provides a statutory framework for determining the relevancy of court judgments. Sections 42 to 46 of the EA are titled “Judgments of courts of justice when relevant”, and provide specifically for the admissibility of judgments. The Applicant’s arguments on ss 42 and 45 must be dealt with in this context.

92 Section 42 provides for judgment estoppel, which renders a previous judgment of a court of competent jurisdiction over parties *conclusive* as between those parties, such that they are estopped from contradicting it. Thus, the previous judgment is admitted not for its evidential value, but to support a plea of *res judicata* to bar a second suit or trial: Pinsler at para 7.003. In other words, where a *res judicata* issue arises for determination, a previous judgment is admissible under s 42 to prove the existence of an earlier judicial determination as a final judgment of a competent court, and to establish what the causes of action, parties, and issues previously were: *Arul Chandran v Chew Chin Aik Victor JP* [2000] SGHC 111 at [141] (on appeal, the Court of Appeal in *Arul Chandran v Chew Chin Aik Victor* [2001] SLR(R) 86 (“*Arul Chandran (CA)*”) did not comment on this specific aspect of the High Court’s ruling).

93 Section 42 is inapplicable here. The Applicant does not seek to rely on *res judicata* to bar a second suit or trial. There is, in any event, no identity of parties giving rise to a plea of *res judicata*: see *Arul Chandran (CA)* at [32]–[33].

94 I deal, in this context, with the Applicant’s argument that the Respondent’s objections to the findings in *BKR (CA)* amount to an abuse of process (see [82] above) as that is an argument related to s 42. In contending that the Respondent’s objections to the use of the Court of Appeal’s judgment

amounted to a collateral attack on the judgment, Applicant relies on *Beh Chew Boo v Public Prosecutor* [2021] 2 SLR 180 (“*Beh Chew Boo*”), which cited *Hunter v Chief Constable of the West Midlands Police* [1982] AC 529 (at pp 541H–542D).¹⁴⁷ Neither is relevant to the case at hand. Preliminarily, both concerned collateral attacks on a prior criminal judgment, which is not the case here. Crucially, the principle from *Beh Chew Boo* and *Hunter* regarding abuse of process does not apply. From *Hunter* at pp 541B–542B (*per* Lord Diplock) and *Beh Chew Boo* at [60]–[61] and [82(d)], it is an abuse of process if, an issue having been decided in one case, the litigant was permitted to reopen the same issue by changing the form of the proceedings, when they had full opportunity to contest the decision in the earlier proceedings. The Applicant argues that the Respondent “had ample opportunity to give evidence in the MCA [p]roceedings”.¹⁴⁸ In my view, whether the Respondent was called as a witness in the MCA proceedings is irrelevant to this issue of abuse of process. He was not a party to the MCA proceedings; nor would he have been a proper party. The MCA proceedings were about BKR’s status and her potential deputies, and there was no reason why the Respondent *had* to give evidence in those proceedings. There appears to be a conflation here between *res judicata*-associated concepts, which determine what is binding between parties, and the Applicant’s argument that the judgment is *in rem*, good against all parties.

95 It is also convenient to return, in this context, to the Respondent’s argument that the evidence must be excluded because under r 23(2) of the DT Rules the DT is not given any discretion to include such evidence wherever the respondent was not a party.¹⁴⁹ In the context of s 42 of the EA, r 23(2) of the DT

¹⁴⁷ AHS at para 5.

¹⁴⁸ AHS at para 8(a).

¹⁴⁹ RWS at para 8(b).

Rules permits the DT to extend *res judicata*, in its discretion, to accept as conclusive a finding of fact of a court of competent jurisdiction in Singapore *to which proceedings the respondent was a party*. Viewed in the context of the EA, it is clear that r 23(2) is a provision that gives a DT flexibility in the use of the *res judicata* doctrine. It is expressly subject to and does not detract from the remainder of the EA. This provision is not relevant to the present case.

96 Further, while the Applicant argues that *BKR (CA)* changed BKR's status and falls under s 42, it is s 43 that deals with orders affecting the status of persons. Section 43 deals with the relevance of a judgment *in rem*, which refers to an adjudication on the status of a particular subject matter, by a court with competent authority for that purpose, which is binding on third parties: Halsbury's on Evidence at para 120.179. A court declaration under s 19 of the MCA as to P's mental capacity is a judgment *in rem* as it affects P's status, applying the principles in *DPP v Head* at pp 107–108. However, judgments by the competent court in exercise of mental capacity jurisdiction are not named in s 43(1) of the EA, which text refers exhaustively to judgments entered in the exercise of probate, matrimonial, admiralty or bankruptcy jurisdiction. The Applicant does not rely upon s 43 of the EA.¹⁵⁰

97 The Applicant's alternative argument rests on s 45, which operates to *exclude* judgments which do not fall within the ambit of ss 42 to 44 of the EA, *save for* judgments which existence is a fact in issue or is relevant under another provision of the EA: see [84] above.

98 In my view, the evidence within the various judgments on BKR's mental capacity falls within the exclusion of s 45 where "the existence of such

¹⁵⁰ NA at p 4 ln 1–5.

judgment, order or decree ... is relevant under some other provision of [the EA]”.

99 In this case, two other provisions apply. First, the existence of such a finding is a relevant fact under s 9 of the EA, which reads:

Facts necessary to explain or introduce relevant facts

9. Facts necessary to explain or introduce a fact in issue or relevant fact, or which support or rebut an inference suggested by a fact in issue or relevant fact, or which establish the identity of any thing or person whose identity is relevant, or fix the time or place at which any fact in issue or relevant fact happened or which show the relation of parties by whom any such fact was transacted, are relevant insofar as they are necessary for that purpose.

100 The Court of Appeal’s finding that BKR lacked mental capacity is a fact necessary to explain or introduce: (a) the fact in issue, which is whether the Respondent has met his professional standards; and (b) a relevant fact in deciding that issue, which is whether the Respondent ought to have known of BKR’s mental capacity at the time of his professional conduct. I would mention that BKR’s mental incapacity is not in itself a fact in issue. Although the parties took opposing positions on the issue of retrying mental capacity, they did not consider the mental capacity issue to be determinative of the Respondent’s liability under the charges. The crux of the Respondent’s defence is that, regardless of the mental capacity issue, the question material to the charges is whether BKR’s incapacity was apparent to him at the material time, and he argues it was not.¹⁵¹ The Applicant agrees with this characterisation.¹⁵² Nor did the parties consider the mental capacity issue to be *necessary* to establish the

¹⁵¹ Statement of Defence for DT/SEC/1/2023 dated 7 March 2023 (“SOD”) at para 51, ROP Vol 2 at p 97; DT NE 27 February 2024 at p 153 ln 1 to p 154 ln 3, ROP Vol 6 at pp 392–393; RWS at paras 3 and 5–6.

¹⁵² DT ACS at para 21(c), ROP Vol 4 at p 1135; AWS at para 32.

charges. The Applicant argues that even if BKR is determined to have *had* mental capacity, the charges may still be proven.¹⁵³

101 Second, the DT ABOD – which included the *BKR (CA)* judgment – has been made relevant by s 32(1)(k) of the EA. While s 45 deals with the *existence* of judgments and s 32 deals with the *contents* of statements, the two sections may be explained having regard to the purpose of ss 42–46. It has been pointed out that s 42 is procedural in nature because the intention underlying this provision is to admit a previous judgment, not for its evidential value, but for the purpose of supporting the plea of *res judicata* so as to bar the suit: Pinsler at para 7.003. Section 45 operates to limit the application of ss 42–44 to the width of that procedural bar. At the same time, it allows other sections of the EA that have rendered evidence relevant to remain operative. It does not override evidence otherwise admissible under the EA.

102 In this context, in so far as admissibility is in issue, *DPP v Head and Hill v Clifford* may not sit comfortably within the frame of the EA. The two cases reflect the fact that the Court of Appeal’s finding as to BKR’s mental capacity is a judgment *in rem*. Nevertheless, as I mentioned at [96], judgments by the competent court in exercise of mental capacity jurisdiction are not named in s 43 of the EA and the Applicant does not rely on s 43. I do not deal with this issue here as ss 9, 32(1)(k) and 45 of the EA sufficiently address the issues at hand. Nor are *DPP v Head and Hill v Clifford* applicable to determine the weight to be accorded to the Court of Appeal’s findings; this remains a matter for the court’s determination, in the light of any other evidence adduced, under s 32(5) of the EA: see [74] above. For completeness, I would mention that I reject the Respondent’s second argument at [88] (that *prima facie* evidence of BKR’s

¹⁵³ AWS at para 32.

incapacity has been traversed). When the DT directed that the matter be retried, the Respondent did not adduce evidence to prove BKR's mental capacity, but simply refuted the fresh medical evidence adduced by the Applicant, and referred to the reports of Dr Lo, Dr Pei and Dr Shum (who examined BKR in October 2010 and January 2011) to show that he would not have known that BKR lacked capacity regardless.¹⁵⁴ The findings of the Court of Appeal remain cogent and relevant.

103 Therefore, in analysing the charges below, I use the various findings and judgments of SDJ Foo and the Court of Appeal.

Overview of the charges

104 Having resolved the issues relating to the relevance of the evidence, I turn to the charges.

The seven factual bases with multiple alternative charges

105 Each of the seven groups of charges brought by the Applicant comprises alternative charges premised on ss 83(2)(b) and 83(2)(h) of the LPA 2009. The provisions read as follows:

Power to strike off roll, etc.

83.— ...

(2) Such due cause may be shown by proof that an advocate and solicitor —

...

(b) has been guilty of fraudulent or *grossly improper conduct in the discharge of his professional duty* **or** guilty of such a *breach of any usage or rule of conduct made by the Council under the*

¹⁵⁴ Respondent's Closing Submissions for DT/SEC/1/2023 dated 7 May 2024 ("DT RCS") at paras 94–129, ROP Vol 4 at pp 1461–1483; RWS at paras 10–21.

provisions of this Act as amounts to improper conduct or practice as an advocate and solicitor;

...

(h) has been guilty of such misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession;

...

[emphasis added in italics and bold italics]

106 Three levels of conduct are relevant to each group of the charges. The first two levels are the two limbs under s 83(2)(b): “grossly improper conduct in the discharge of his professional duty”, and “guilty of such a breach of any usage or rule of conduct made by the Council under the provisions of [the LPA 2009] as amounts to improper conduct or practice as an advocate and solicitor”. These limbs of offending conduct are disjunctive, as evinced by the word “or”: *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 (“*Joseph Chen*”) at [149]. Charges may be framed separately under each limb and then presented as alternative charges (*Joseph Chen* at [149]), as is the case presently.

107 “Grossly improper conduct” refers to conduct dishonourable to the respondent-solicitor as a man, and dishonourable in his profession: *Joseph Chen* at [150]. An intention to deceive is not necessary: *Law Society of Singapore v Chiong Chin May Selena* [2013] SGHC 5 at [25]. Simple negligence or want of skill may not constitute grossly improper conduct, but the gravity of negligence is to be considered in the context of all the circumstances of the case: *Law Society of Singapore v Ezekiel Peter Latimer* [2019] 4 SLR 1427 (“*Ezekiel (2019)*”) at [37]. On the other hand, “improper conduct” refers to breaches of rules of conduct made by the Council under the LPA 2009.

108 The third level of conduct, found in s 83(2)(h) of the LPA 2009, refers to conduct “unbefitting” an advocate and solicitor whereby reasonable persons,

on hearing what the solicitor had done, would have said without hesitation that he as a solicitor should not have done it: *Ezekiel (2019)* at [38]. This is a broader provision than s 83(2)(b): *Ezekiel (2019)* at [38].

109 For Groups 1 to 5 and 7, each group comprises three alternative charges corresponding to the three levels of conduct detailed above. These alternative charges are premised on the *same wrongdoing*. The Group 6 charges also follow the three levels of conduct and are premised on one wrongdoing. Group 6 has five alternative charges as the wrongdoing is expressed in two variations which I explain below at [112(d)].

110 It is accepted practice for alternative charges to be framed, on the same alleged facts, under both general and specific grounds (such as ss 83(2)(h) and 83(2)(b)): see *Law Society of Singapore v Chan Chun Hwee Allan* [2018] 4 SLR 859 (“*Allan Chan*”) at [24]; *Andrew Loh* at [85]; *Law Society of Singapore v Lee Suet Fern (alias Lim Suet Fern)* [2020] 5 SLR 1151 (“*Lee Suet Fern*”) at [37]–[39]. Where the charge framed on the more specific ground, which could describe a more serious wrongdoing, is not established, a DT may still find that the more general alternative charge is established: *Allan Chan* at [24]. When referring charges to the C3J, the DT should express its findings on all the alternative charges and leave it to the C3J to determine what the solicitor should be sanctioned for: *Andrew Loh* at [86]. The effect of this is that the Respondent may only be convicted on a single charge within each group as each group is premised on a specific factual scenario upon which a Respondent may not be punished twice: see *Andrew Loh* at [86].

The seven distinct wrongs alleged

111 Coming to the seven groups of charges, they should be premised on distinct wrongs, because the charges on which the Respondent may be

sentenced must disclose distinct wrongs: see *Law Society of Singapore v Ezekiel Peter Latimer* [2024] 4 SLR 427 (“*Ezekiel (2024)*”) at [49]. In *Ezekiel (2024)*, the third and fourth charges were framed as a failure to act with reasonable diligence and competence in a suit, and a failure to keep clients reasonably informed of the progress of the same suit – both had as a factual element the solicitor’s alleged failure to inform his clients of an unless order granted against them: at [17]. The C3J found the two charges to be sufficiently distinct as the fourth charge was “founded upon the broader factual substratum concerning the [r]espondent’s mismanagement of [the suit] as a whole” with a focus on the post-unless order repercussions for the clients, this being the seizure of their assets: *Ezekiel* at [49].

112 It is in this context that I approach the seven groups of charges. The evidential basis of the Group 5 charges forms a broader substratum, and the other charges comprise more specific allegations. I note that various of the Applicant’s arguments on the charges contained overlapping assertions of wrongs. These submissions, nevertheless, are overly broad when viewed against the charges. In order to maintain the discipline of *Ezekiel (2024)*, *Allan Chan* and *Andrew Loh*, I approach each charge on the specific allegations contained therein. I summarise the seven groups of charges according to the flow in which I deal with the misconduct alleged in this judgment:

- (a) Group 5 concerns the Respondent’s alleged failure to diligently and competently advance BKR’s interests in relation to the setting up of the Trust, the execution of the LPOA in favour of AUT, the transfer of BKR’s assets, the correspondence between BKR and her family, and OSF 71 “and related proceedings”.¹⁵⁵

¹⁵⁵ Applicant’s Supplementary Document on Elements of Charges for DT/SEC/1/2023 dated 5 June 2023 (“Elements of Charges”) at para 32, ROP Vol 4 at p 321.

I begin with Group 5 as the events relevant to it form the factual substratum upon which the alleged wrongs in Groups 4, 7, and 6 are contextualised. In approaching Groups 4, 7 and 6, I apply the approach of *Ezekiel (2024)*, highlighted above at [111].

(b) Group 4 is directed at the Respondent's alleged failure to advance BKR's interests unaffected by AUT's and AI's interests.¹⁵⁶

(c) Group 7 focuses on the Respondent acting for both BKR and, by an implied retainer, AUT, despite BKR's and AUT's interests being opposed or diverse.¹⁵⁷

(d) Group 6 relates to alleged breaches by the Respondent of SDJ Foo's orders, through taking instructions from BKR when she did not have capacity to provide them, acting for BKR in relation to her property and affairs without authorisation from the Joint Deputies, and refusing to comply with certain requests of the Joint Deputies.¹⁵⁸ These breaches constitute one alleged wrong of disobedience, but this wrong is expressed in two variations: the act of disobeying SDJ Foo's orders (charges 6 and 6A), and the failure to advance BKR's interests by disobeying those orders (charges 6B, 6C, 6D).

I deal with Group 6 after 4 and 7 for ease of chronological flow. The alleged wrong in Group 6 occurred at a later point in time.

¹⁵⁶ Elements of Charges at paras 25–31, ROP Vol 4 at pp 318–320.

¹⁵⁷ Elements of Charges at paras 72–80, ROP Vol 4 at pp 333–335.

¹⁵⁸ Elements of Charges at paras 68–71, ROP Vol 4 at pp 331–333.

(e) Groups 1 to 3 concern a conflict of interests between BKR on one end and the Respondent, JC Trust Ltd, KS Ltd, and/or Mr Z on the other, which arose from the Respondent's directorship of KS Ltd.¹⁵⁹

I deal with these matters at the end as they are less salient in the overall context.

113 Using the approach articulated above, I deal with the 23 charges in their seven groups of alternatives. In each Group, the first Charge is the primary and most serious of the alternatives. In the following sections, the Charges that pinpoint the relevant Professional Conduct Rules are set out for ease of reference to the relevant Rules in analysis.

The Group 5 Charges

114 The Group 5 charges rest on four events (see (a) to (d) of the charge below) that form the factual substratum upon which the different wrongs in Groups 4, 7, and 6 charges are contextualised. Charge 5A reads as follows:

That you, Mr Wong Tien Leong William, are guilty of improper conduct or practice as an advocate and solicitor within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), having breached Rule 12 and/or 21(1), read with Rule 2(2)(c) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed), in that you **failed to use all reasonably available legal means consistent with your retainer to diligently, competently and properly advance the interests of your client, [BKR]**, by:

(a) Purporting to act for and/or advise your client in relation to the execution of documents in connection with *the setting up of a trust*, and/or *the execution of a Limited Power of Attorney dated 1 November 2010 in respect of your client's UBS account in favour of [AUT]*, without:

¹⁵⁹ Elements of Charges at paras 4–24, ROP Vol 4 at pp 311–318.

- (i) Fully, fairly and properly advising your client on the nature, contents and effect of the above documents; and/or
 - (ii) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature, contents and effects of the above documents and/or was not subject to undue influence at the material times; and/or
 - (iii) Properly verifying her instruction and/or ascertaining her true wishes in relation to the same; and/or
- (b) Purporting to act for and/or advise your client in connection with *the transfer of her assets to a DBS bank account*, without:
- (i) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature and effect of her purported instructions, had the requisite mental capacity to give said instructions and/or was not subject to undue influence at the material times; and/or
 - (ii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same; and/or
- (c) Purporting to act for and/or advise your client in connection with *correspondence to your client's family members*, without:
- (i) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature and contents of such correspondence, had the requisite mental capacity to issue and/or give instructions for the issuance of such correspondence and/or was not subject to undue influence at the material times; and/or
 - (ii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same; and/or
- (d) Purporting to undertake work for your client in connection with *Originating Summons (Family Matters) No. 71 of 2011 ("OSF 71") and related proceedings*, and to *convey your client's purported instructions to WongPartnership LLP*, her solicitors on record, without:
- (i) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature and effect of the proceedings and/or her purported instructions, had the requisite mental capacity to litigate and/or give said instructions, and/or was not subject to undue influence at the material times; and/or

- (ii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same.

[emphasis added in italics and bold italics]

115 Rules 2(1), 12 and 21(1) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed) (“PCR”) concern a solicitor’s duties to act in the best interests of his client, to use all reasonably available legal means consistent with his retainer to advance his client’s interest, and also explain in a clear manner the proposals of settlement, other offers or positions taken by other parties which affect his client.

The DT’s decision

116 The Applicant had assessed the Group 5 charges as requiring the Respondent to: (a) have acted for, advised and/or undertook work for BKR in connection with the matters set out in the charge; and (b) have failed to exercise due care and skill to advance BKR’s interests in relation to those matters (Determination at [145]). Parties did not dispute the former requirement (Determination at [146]). As for the latter requirement, the DT highlighted the following constituent elements relied upon by the Applicant: (a) BKR’s lack of capacity; (b) the undue influence exercised by AUT on BKR; (c) the Respondent’s knowledge of these two states of affairs; (d) the Respondent’s conduct in acting at AUT’s behest despite knowing of the risk facing BKR; and (e) the Respondent failing to give comprehensive advice to ensure that BKR understood the implications of her actions, and to ascertain her true wishes: Determination at [147]. The DT, in effect, treated the satisfaction of these five elements as being necessary to establishing the Group 5 charges.

117 The DT found the first element not satisfied because of its preliminary finding on BKR’s capacity (see [79] above): Determination at [148]. The second

was found not satisfied due to a lack of evidence – AUT and AI were not called as witnesses and the Respondent had consistently disagreed during cross-examination that AUT exercised undue influence on BKR: at [150]. The DT declined to rely on the findings on undue influence in *BKR (CA)* for the same reasons it declined to do so for the mental incapacity issue. The third element, which was contingent on the first two, was then considered to have failed. Even if BKR lacked capacity and was under AUT’s and AI’s undue influence, this must be made known to the Respondent for the third element to be made out: Determination at [154]. The DT found that “the Respondent was in no position to disagree with the medical experts that had reviewed BKR prior to OSF 71” and that the Applicant “led no evidence to suggest that the Respondent was aware that AUT had exerted undue influence over BKR”: Determination at [155]. Since the first three elements failed, the fourth was not made out: Determination at [156]. The fifth element was not made out as the Respondent had “clearly deferred to medical experts and taken into account their expert opinions”. In a similar vein, once WongP was on board, the DT could not “see how any charge can be levelled at the Respondent” because BKR had obtained independent legal counsel of her own (WongP) to advise her on the MCA proceedings: Determination at [160].

The parties’ positions

118 For the first two elements on mental incapacity and undue influence, the Applicant submits that both were present.¹⁶⁰ The Respondent’s position is that the Applicant had to prove both during the DT proceedings, yet the Applicant’s

¹⁶⁰ AWS at paras 62–66.

evidence on mental capacity was inadequate and the Applicant relied on the findings on undue influence in *BKR (CA)*.¹⁶¹

119 For the third element on the Respondent’s knowledge, the Applicant submits that there was ample evidence demonstrating both actual and constructive knowledge of the Respondent.¹⁶² The Respondent on his part emphasises that he gave consistent evidence that BKR had been consistent and coherent in her instructions when she spoke to him,¹⁶³ and that at the material time, he had obtained various medical opinions which confirmed BKR’s mental capacity.¹⁶⁴

120 On the fourth element, the nub of the Applicant’s case for why the Respondent failed to advance BKR’s interests is that he fell short of the standard of conduct required of him based on what he knew and ought to have known.¹⁶⁵ The Respondent argues that he was entitled to rely on various medical reports, upon the receipt of which he “was in no position to say that [BKR] could not execute the Trust”.¹⁶⁶

121 As regards the fifth element, the Applicant disagrees with the DT’s conclusion based on the Respondent’s deference to medical opinion, as the Respondent’s reliance on “bare medical reports” was misplaced.¹⁶⁷ Relatedly, the Applicant argues that the DT’s reasoning regarding the Respondent’s

¹⁶¹ RWS at paras 9 and 95.

¹⁶² AWS at paras 67 and 72.

¹⁶³ RWS at para 94.

¹⁶⁴ DT RCS at para 98, ROP Vol 4 at p 1469.

¹⁶⁵ AWS at para 94.

¹⁶⁶ RWS at paras 91–93.

¹⁶⁷ AWS at paras 77–88.

reliance on WongP was “bare and flawed” because the Respondent had continued to advise BKR on the MCA proceedings. The issue remains whether he diligently, competently, and properly advanced BKR’s best interests concerning those proceedings.¹⁶⁸

Analysis

122 While I have held that BKR’s lack of mental capacity is sufficiently proved (see [102] above), I disagree with the DT that it was a necessary element in proving the Group 5 charges. Counsel conceded the same. The relevant query, as I mentioned at [100], is whether the Respondent had sufficient notice of BKR’s mental incapacity. In this regard, the Respondent’s knowledge is not contingent on the mental incapacity finding, although of course, BKR having been found incapable of making the Decisions lends force to the assertion that the Respondent ought to have so known. There are two issues pertinent to each Group 5 charge:

- (a) What is the standard of due diligence?
- (b) Has the standard been met?

The objective standard of due diligence

123 The standard of professionalism expected of an advocate and solicitor is an objective one determined by the court, and the test is whether he did what a reasonably competent solicitor would have done *in the circumstances*: *Law Society of Singapore v K Jayakumar Naidu* [2012] 4 SLR 1232 (“*Jayakumar Naidu*”) at [43]. It was undisputed that the salient query before us is whether the Respondent was put on notice as to BKR’s mental capacity.

¹⁶⁸ AWS at para 61.

124 In the present case, BKR was 76 years of age at the material time. The Respondent's case was that he did not know BKR lacked capacity. But the law imposes heightened duties in relation to clients who may be vulnerable: see *Chee Mu Lin Muriel v Chee Ka Lin Caroline (Chee Ping Chian Alexander and another, interveners)* [2010] 4 SLR 373 ("*Muriel Chee*") at [62]. The DT did not find the case relevant on the basis that the Applicant had not shown why the test for testamentary capacity applies to mental capacity: see the Determination at [149]. Nevertheless, the Court of Appeal in *Muriel Chee* made clear at [44]–[45] that the common law principles on testamentary capacity are aligned with the MCA definition of a person who lacks mental capacity. Pertinently, the Court of Appeal observed at [62] that the elderly not infrequently experience loss of memory or mental capacity, and therefore, members of the legal profession have a special responsibility toward them. In *Muriel Chee*, the Court of Appeal had to determine the testamentary capacity of a testatrix who executed a will when she had certain medical conditions, and whereby the circumstances surrounding the preparation and execution of the will had been suspicious. In this context, the court observed that solicitors who prepare wills or witness the execution of wills "must take the necessary precautions or steps in order to fulfil their duties to their clients" and ensure that the terms of the will reflect the testator's wishes: *Muriel Chee* at [60]. The court also laid out indicators of suspicious circumstances that might suggest that a will did not express the mind of the testator, for example, where "a will was prepared by a person who takes a substantial benefit under it or who has procured its execution, such as by suggesting the terms to the testator or instructing the solicitor to draft the will which is then executed by the testator alone": *Muriel Chee* at [46] and [48]. The suspicious circumstances are reinforced when the testator is mentally impaired, and any "irrationality or unusual contents of the will" should raise suspicions: *Muriel Chee* at [49].

125 Where there is doubt as to the client’s mental capacity, the following precautions should be taken. First, the solicitor should ask appropriate questions to ascertain the client’s capacity to understand the contents of what she was signing. In the context of wills, such questions would include whether the present will is the first, and if not, whether she knows she is revoking the existing will: *Muriel Chee* at [60]. Importantly, when there are indicators of undue influence by someone close to the client, a prudent solicitor must not only probe into the undue influence, but also take particular care to do so *in the absence of any interested party* given the sensitivity of the matter: *Oversea-Chinese Banking Corp Ltd v Tan Teck Khong* [2005] 2 SLR(R) 694 (“*Tan Teck Khong*”) at [50]. The solicitor in *Tan Teck Khong* failed to do so. She did not have a one-to-one consultation with her client to ensure that her client was acting on her own volition in executing a mortgage to secure her son’s borrowings, and that no undue influence was brought to bear on her by her son: see [47]–[49]. Instead, the son was “always present” when the solicitor spoke to her client, which the court found unsatisfactory: *Tan Teck Khong* at [49].

126 Second, the solicitor should advise that a qualified medical practitioner attend on the testatrix to assess her mental capacity, before she is allowed to sign the will: *Muriel Chee* at [60]. The medical practitioners should be furnished with facts which are material to their assessment: see *Jayakumar Naidu* at [65]. Ultimately, a solicitor cannot rely solely on third parties like doctors to discharge his professional responsibilities, as it is for the solicitor himself to ascertain his client’s true intentions: *Jayakumar Naidu* at [87]. In *Jayakumar Naidu*, the respondent-solicitor acted for his bedridden client in the sale of a flat. The client executed a letter (drafted by the solicitor) authorising the solicitor to pay the sale proceeds into a specified bank account; this account was later misappropriated by the client’s brother. The solicitor sought to rely on a psychiatrist’s report which stated that the client needed the sale proceeds to

finance his medical bills. The court rejected this argument as the solicitor did not furnish the doctor with material facts, such as why a psychiatric evaluation is required, allegations made against the client’s brother, doubts about the safety of releasing the sale proceeds, and the fact that the client had expressed “diametrically opposed views” previously: *Jayakumar Naidu* at [65].

127 The Respondent’s defence is that he had no knowledge of BKR’s lack of mental capacity. An assertion of lack of knowledge does not meet the law’s objective standard, however. The question, where diligence is in issue, is whether, having regard to the principles in *Muriel Chee*, the Respondent had notice of BKR’s lack of mental capacity.

Was the standard met?

128 In my view, the Respondent did have notice of BKR’s lack of mental capacity. The charge asserts that he had failed to exercise due diligence across four periods in the charge: (a) in setting up the Trust and executing the LPOA; (b) in assisting BKR despite her conflicting instructions on asset transfers; (c) assisting with correspondence between BKR and her family; and (d) acting for her during the currency of the MCA proceedings. Because (b) and (c) overlap chronologically, I consider the four factual issues across three broad time periods: (1) the setting up of the Trust; (2) the period from 1 November 2010 up to 18 February 2011 when the MCA application was filed, during which (b) and (c) occurred; and (3) the period after 18 February 2011.

(1) Setting up the Trust

129 The Respondent’s case is twofold: BKR had no difficulty understanding information in his conversations with her; and he rightly relied on various medical opinions which affirmed BKR’s mental capacity.¹⁶⁹

(A) DID THE RESPONDENT HAVE SUFFICIENT NOTICE OF BKR’S MENTAL CAPACITY?

130 I start with the Respondent’s evidence. The Respondent admitted that he knew BKR had poor memory at the material time.¹⁷⁰ When the Respondent first met BKR in May 2010, BKR had informed him that she was “very forgetful” and susceptible to external pressures from various family members.¹⁷¹ The Respondent was also put on notice that BKR may have been under AUT’s undue influence when she decided to set up the Trust. As a starting point, the Respondent accepted during trial that it was “possible” that BKR might not have intended to execute the Trust at the time she executed it.¹⁷²

Q: Right. You said you wrote in your invoice you needed to make sure that the trust provided for if she signed something that she didn't mean to. This means you were alive to the possibility that she may sign something that she doesn't mean to, correct?

A: No, she was alive to it and she brought it to my attention.

Q: Right. Doesn't that mean, Mr Wong, that something that you asked her to sign she may not mean? Don't you think, just logically, I'm --

A: Yes, that's possible.

¹⁶⁹ DT RCS at paras 98, 100, 107, ROP Vol 4 at pp 1469–1474.

¹⁷⁰ DT RCS at para 100, ROP Vol 4 at p 1470.

¹⁷¹ DT NE 27 February 2024 at p 192 ln 11–22, ROP Vol 6 at p 431; Invoice 14 October 2010 at paras 2–3 and 5–6, ROP Vol 4 at p 446.

¹⁷² DT NE 27 February 2024 at p 195 ln 22 to p 196 ln 7, ROP Vol 6 at pp 434–435.

131 In particular, the Respondent agreed that it was possible that BKR was under *AUT*'s influence at the time of executing the Trust:¹⁷³

Q: Thank you, Mr Wong. Earlier I had asked you when you had said in your own invoices that there was a concern that she may have signed something that she didn't mean to and the instructions may be unauthentic. Do you remember those words in your invoices?

A: Yes.

Q: Don't you agree, Mr Wong, that if [BKR] could be influenced by third parties unknown---

A: Yes.

Q: ---she could just as easily be influenced by [AUT]?

A: That's possible.

132 Two points are relevant in considering his testimony. First, in the preparation for setting up the Trust, BKR omitted to mention the 2007 JPM Trust to the Respondent. The Respondent was put on notice of the existence of the 2007 JPM Trust before or around 13 October 2010, when Ms B informed him that BKR had another trust similar to the 2007 UBS Trust. The Respondent had asked AUT about this in the midst of their email exchange about the 2007 UBS Trust:¹⁷⁴

[Ms B] also mentioned a similar trust that your Mum had set up with JP Morgan. She suggested that your Mum might want to transfer that over to UBS and segregate it in the same way. As your mother never mentioned this, I shall not enter into a discussion with [Ms B] on anything beyond the [2007 UBS Trust]. However, you may wish to check with your Mum if the JP Morgan trust is constituted in the same way [...]

¹⁷³ DT NE 28 February 2024 at p 59 ln 19 to p 60 ln 4, ROP Vol 6 at pp 528–529.

¹⁷⁴ Email from Respondent to AUT, ROP Vol 3A at p 6735.

133 AUT replied on 13 October 2010: “Checked with Mum, she said that she has not got any trust with JP Morgan”.¹⁷⁵ The Respondent asked again on 14 October 2010:¹⁷⁶

On a final note, [Ms B] told me that she heard about a similar set-up in JPM from one of your family members (not you). She said this was confidential and I should not mention it too loudly. But if I am consulted on this, would it not make sense to collapse that as well?

Whilst, it is inevitable that some gossip will creep into any discussion, I would say [Ms B] was highly professional in general.

[emphasis added]

134 AUT’s reply did not answer the question: “I can’t work out how she can be indiscreet then professional. The only trait I can think of that explains both is down to survival instinct.”¹⁷⁷ The Respondent nevertheless did not investigate the differences between the 2007 trust arrangements (*ie*, the 2007 JPM Trust and the 2007 UBS Trust) and the proposed Trust by *directly* seeking BKR’s clarifications on the former arrangements.

135 The second point is in relation to the terms of the Trust itself. The terms, when assessed objectively, were not drafted in a manner that advanced BKR’s interests and point to the possibility of undue influence. From the outset, the terms were unclear about the objectives of the Trust. While the Trust named B Ltd and charities as beneficiaries, there was no stipulation of what purpose the funds held by B Ltd were to serve, and which charities were to benefit. The Respondent’s case is that the Trust served two objectives: to provide for BKR’s

¹⁷⁵ Email from AUT to Respondent dated 13 October 2010, ROP Vol 3A at p 6729.

¹⁷⁶ Email from Respondent to AUT dated 14 October 2010, ROP Vol 3A at p 6727.

¹⁷⁷ Email from AUT to Respondent dated 14 October 2010, ROP Vol 3A at p 6725.

material needs during her lifetime and to make charitable donations.¹⁷⁸ As to *when* the donations were meant to be made, the Respondent took inconsistent positions. In his invoice dated 14 October 2010, he recorded that the Trust was “to be dedicated to philanthropy after [BKR’s] lifetime”.¹⁷⁹ But before me and the DT – which, notably, was after 2011 when BKR signed the Trust SD stating that she wanted to donate during her lifetime – he took the same position as the Trust SD.¹⁸⁰

136 In any case, the two purported objectives were unconvincing. The purported objective of providing for BKR’s material needs is not convincing because first, the 2007 JPM Trust was already in place for that purpose. Instead, the Trust took away much of BKR’s control over her money. She ceded a large measure of discretion over her assets to JC Trust Ltd, which, according to the Respondent, had “the power to ignore any request that [it] considered unauthentic”.¹⁸¹ More fundamentally, the Trust did not initially set out any binding obligation to provide for BKR’s material needs. This was highlighted to the Respondent by WongP over the course of the OSF 71 proceedings, in an email dated 6 July 2012:¹⁸²

1. We note that in the letter dated 26 October 2010 from [KS Ltd] to [BKR], it is stated that the first objective of the trust is to take care of [B Ltd]. It also states that all capital and income shall be applied exclusively for the benefit of [B Ltd] during [BKR]’s lifetime, unless there is a letter of wishes from [BKR] / the Protector to apply sums to any other cause. It is further stated that [B Ltd] is a BVI company set up with the specific aim of looking after [BKR] during her lifetime, and will be held

¹⁷⁸ DT NE 27 February 2024 at p 174 ln 18–19, ROP Vol 6 at p 413.

¹⁷⁹ Invoice 14 October 2010 at para 1, ROP Vol 4 at p 446.

¹⁸⁰ RWS at para 51(a); DT RCS at para 34, ROP Vol 4 at p 1448.

¹⁸¹ Invoice 14 October 2010 at para 6, ROP Vol 4 at p 446.

¹⁸² Email from WongP to the Respondent dated 6 July 2012, ROP Vol 3A at pp 7156–7157.

by nominees in trust for the Protector. *These are however not stated in the letter of wishes dated 26 October 2010.*

We had understood from you previously that there is no document for this particular trust relating to [B Ltd]. *Can you let us know if there are any document which legally bind the trustees/ [B Ltd] to apply monies solely for the benefit of [BKR] and therefore enforceable as such? For instance, do we have any corporate documents for [B Ltd] which will show that it is set up with the “specific aim of looking after [BKR] during her lifetime”?*

[emphasis added]

The Respondent replied on 10 July 2012: “I take your points [*sic*]. Let’s discuss what elements need to be strengthened”.¹⁸³ Subsequently BKR signed the 2012 DOU stating that B Ltd was for “the exclusive purpose of maintaining [BKR]” on 27 July 2012: see [32] above.

137 As for the philanthropic objective of the Trust, even assuming that BKR’s intention was to donate during her lifetime, only two donations were made from the Trust. The first 2013 donation was made shortly after Lai J’s decision in favour of AUT had been appealed against, and the 2014 donation was around the time of the hearing before the Court of Appeal: see [41] above. AUT had wanted to publicise the 2014 donations in order to, in her words, “fortify [the Trust]” because “[the Trust] will likely be attacked” after “the August appeal”.¹⁸⁴ Prior to this, however, WongP had advised her against publishing the donations as this “may not be perceived well by the Court of Appeal in view of the ongoing litigation”.¹⁸⁵

138 Second, the Trust was not the only way the philanthropic objective could have been met. A will could have done the same, for donations after BKR’s

¹⁸³ Email from the Respondent to WongP dated 10 July 2012, ROP Vol 3A at p 7156.

¹⁸⁴ Email from AUT to WongP dated 15 May 2014, ROP Vol 3A at p 7307.

¹⁸⁵ Email from WongP to AUT dated 20 February 2014, ROP Vol 3A at p 7308.

passing. Moreover, one of the donations had been effected by transferring S\$1 million from B Ltd (the Trust beneficiary) to BKR's personal bank account, from which she then made the donation – this meant the donation could have been made without the Trust.¹⁸⁶ While the Respondent claims that BKR derived great satisfaction from the donations and visited the beneficiaries,¹⁸⁷ this does not address the point that the Trust was superfluous.

139 Third, the 2014 donation was contrary to the 2012 DOU. The 2012 DOU stated that the moneys in B Ltd were for “the exclusive purpose of maintaining [BKR]”, and yet, the 2014 donation was funded using those moneys.

140 Aside from the fact that the Trust did not protect BKR's interests, its terms were also unusual. As mentioned at [10]–[11] above, the Trust made AUT its first protector and the sole owner of its beneficiary (B Ltd) upon BKR's death, but *completely* excluded BKR's other two children from benefitting from it. This meant AUT enjoyed preferential treatment over her two siblings.¹⁸⁸ The question is whether the Respondent ought to have sensed that something was amiss. The Applicant's position is that he should have, because the favouritism did not gel with BKR's longstanding wish as reflected in the 2007 UBS Trust.¹⁸⁹ In her LoW for this trust, BKR had named the Applicant, NG, and AUT all as beneficial owners and set out the purpose of the trust as to “provide for the education, medical welfare, advancement, [and] benefit for the lives and maintenance of [her] legitimate biological grandchildren ... as well as the

¹⁸⁶ DT NE 4 March 2024 at p 53 ln 15 to p 54 ln 11, ROP Vol 6 at pp 1244–1245.

¹⁸⁷ DT NE 4 March 2024 at p 50 ln 9–16, ROP Vol 6 at p 1241; DT RCS at para 39, ROP Vol 4 at p 1450.

¹⁸⁸ AWS at para 98; RWS at para 79.

¹⁸⁹ DT ACS at para 195, ROP Vol 4 at p 1208.

legitimate biological future descendants of my three children”.¹⁹⁰ The LoW also emphasised BKR’s intention to maintain “equality or fairness amongst all recipients as far as possible”.¹⁹¹ The Respondent was apprised of these wishes *before* the Trust was executed – on 14 October 2010, he had a meeting with Ms B regarding the 2007 UBS Trust, during which he perused related documents including the LoW.¹⁹²

141 The Respondent’s position is that BKR could have changed her mind between 2007 and 2010 due to “fluid and volatile” family dynamics, and relies on the Trust SD as evidence of soured relations between BKR and NG and the Applicant.¹⁹³ In the Trust SD, BKR expressed her refusal to provide for NG and the Applicant as their “behaviour over time has shown them to be very ungrateful children who do not deserve anything more from [her]”, and explained that she wanted to give AUT S\$10 million “to thank [AUT] for taking very good care of [her]”.¹⁹⁴

142 I accept that relationships and intentions can change over time, but I do not find that this submission advances the Respondent’s case. It would have been reasonable for the Respondent to give little weight to the 2007 UBS Trust in comparison to BKR’s instructions in 2010 *if* there was no reason to doubt the latter. But there was. Contrary to the Respondent’s claim that his conversations

¹⁹⁰ BKR LoW for 2007 UBS Trust at paras 1 and 3(a), ROP Vol 3B at p 13163.

¹⁹¹ LoW for 2007 UBS Trust at para 11, ROP Vol 3B at p 13165.

¹⁹² Email from Respondent to AUT dated 14 October 2010, ROP Vol 3A at pp 6725–6726.

¹⁹³ Respondent’s Reply Submissions for DT/SEC/1/2023 (“DT RRS”) at para 67, ROP Vol 4 at p 1633.

¹⁹⁴ Trust SD at paras 7–8, ROP Vol 3A at pp 8741–8742.

with BKR evinced no cause for concern, the fact that BKR omitted to mention the 2007 JPM Trust to him *was* a cause for concern.

143 For these reasons, the Respondent had sufficient notice which obliged him to check properly on the question of BKR’s mental capacity.

(B) THE RESPONDENT’S RELIANCE ON MEDICAL OPINION

144 I come to the second aspect of the Respondent’s defence. The DT agreed that the Respondent was “in no position to disagree with the medical experts that had reviewed BKR” and could simply defer to them: Determination at [154] and [160].

145 I do not agree. While two doctors, Dr Lo and Dr Pei, had assessed BKR’s mental capacity before the Trust was executed, the medical inquiry process had been unsatisfactory in several key aspects. First, the consultations were belated. The Respondent’s responsibilities, as derived from *Muriel Chee*, would have arisen from May 2010, when he first proposed the Trust, or at the latest, from September 2010 after he started invoicing for his retainer. He could also have checked with BKR for any *existing* medical records, which could have led him to two reports rendered by Dr Hung in October 2005 and February 2010. The 2005 report noted “significant impairment” upon testing BKR’s “memory for verbal and non-verbal materials”, which was “suggestive of a dementing process”.¹⁹⁵ The 2010 report further recorded that BKR had “impaired ability to encode and retrieve” materials presented verbally and visually, and that her “[e]xecutive functioning in terms of abstract reasoning and flexibility are impaired”.¹⁹⁶

¹⁹⁵ Dr Hung’s Report dated 12 October 2005, ROP Vol 4 at pp 946–947.

¹⁹⁶ Dr Hung’s Report dated 12 February 2010, ROP Vol 3A at pp 8708–8710.

146 Instead, the Trust was finalised on 24 October 2010, and BKR visited Dr Lo and Dr Pei on 25 and 26 October 2010 respectively. The Trust was executed on the *same day* that BKR saw Dr Pei, even though the medical reports of Dr Lo and Dr Pei had *not* been rendered yet. Their reports were, in fact, released respectively nine days and 11 days *after* the Trust was executed. The Respondent was content to rely on verbal assurances by Dr Lo and Dr Pei on their respective days of assessment: see [9] above. No good reason was given for the haste apart from this purportedly being BKR’s wish.¹⁹⁷

147 It further appears that the Respondent had not furnished Dr Lo and Dr Pei with information that would have been material to their assessments, including the terms and implications of the Trust which BKR would be signing and BKR’s susceptibility to influence. Dr Lo’s report vaguely stated that the examination was meant to assess BKR’s mental capacity to make decisions on her “financial affairs”, with no mention of the Trust.¹⁹⁸ Dr Pei’s also evinced a limited understanding of the Trust, stating that BKR “is capable of making this decision to establish a philanthropic trust”, with no reference to the purported object of the Trust to provide for BKR’s material needs.¹⁹⁹ AUT was also in attendance with the Respondent at these visits despite her conflict of interest.

(2) 1 November 2010 to 18 February 2011

148 The charge lists the Respondent’s assistance in two key areas during this period prior to the filing of OSF 71: (i) BKR’s conflicting instructions on asset transfers, culminating in the D&N Letter; and (ii) BKR’s Handwritten Letter and LBAs sent to NG and the Applicant.

¹⁹⁷ DT NE 28 February 2024 at p 127 at ln 25 to p 128 ln 18, ROP Vol 6 at pp 596–597.

¹⁹⁸ Dr Lo’s Report dated 3 November 2010, ROP Vol 3A at p 8724.

¹⁹⁹ Dr Pei’s Report dated 6 November 2010, ROP Vol 3A at p 8729.

(A) BKR'S CONFLICTING INSTRUCTIONS ON ASSET TRANSFERS

149 The Respondent's invoices reflected that he acted for and advised BKR on the transfer of her assets from UBS and JP Morgan to DBS, for injection into the Trust.²⁰⁰ After 1 November 2010, the Respondent was apprised of a series of contradictory instructions which BKR had issued to her UBS bankers. This involved two cycles of BKR instructing UBS to transfer her assets to DBS, revoking these instructions, and then resuscitating them again, from the 8 November Letter to the 15 December Meeting: see [14]–[21(b)] above. Worryingly, the Respondent recorded in his invoice that he was informed that BKR “did not have clear recollection of when [the 2007 JPM Trust] was set up and why it was set up”. He nonetheless worked to dissolve the 2007 JPM Trust so that the assets therein could be transferred to the Trust.²⁰¹

150 After the 23 November Meeting, the Respondent received an influx of questions from bankers, trustees, Mr Z, and Mr Z's lawyers about the reversal of instructions. However, these events did not lead him to doubt whether BKR truly intended to transfer the assets. On the Respondent's account, before his services had been engaged, BKR told him that she was “very forgetful” and susceptible to external pressures from various family members, which was why she wanted to set up the Trust.²⁰² Therefore, after BKR first expressed her intention to transfer her assets on 6 November 2010, the Respondent treated the 6 November instruction as authoritative and final, not overridden by subsequent wavering. What alarmed him about the 23 November Meeting was the fact that BKR gave instructions diametrically opposed to the earlier instructions he got,

²⁰⁰ Invoice 20 January 2011 at paras 3 and 4, ROP Vol 4 at p 452.

²⁰¹ Invoice 24 May 2011 at paras 1–4, ROP Vol 4 at p 456.

²⁰² DT NE 27 February 2024 at p 192 ln 11–22, ROP Vol 6 at p 431; Invoice 14 October 2010 at paras 2–3 and 5–6, ROP Vol 4 at p 446.

and that this change of mind was likely attributable to the influence from BKR's other family members. This line of thinking is clear from his cross-examination:²⁰³

Q: Mr Wong, assume that you're given the benefit of the doubt up to this point, right. It is not my case but let's assume that we take your word for all of that. At this point, Mr Wong, *twice she has U-turned?*

A: Yes.

...

Q: *Do you not think that now, at this point, there is reason to doubt that she wishes to make the transfers to DBS bank?*

A: *No, I never had any doubt about that. And, as I explained to your Honours earlier on, this goes back to my initial meetings with [BKR] where she openly said, "I'm forgetful, I'm susceptible to suggestion, and this is actually one of the reasons why I want to do the trust." So my impression was she was being influenced to flip-flop the other way, as it were.*

Q: Thank you, Mr Wong. Just one moment, please. Let me check. So you don't agree with me, Mr Wong, that *this should have been a red flag, this should have set alarm bells ringing for you, you don't agree? Do you agree?*

A: *It set alarm bells off in my head that this was counter to all the instructions that she had given to me and the trust for all these months. That was the alarm bell that went off.*

[emphasis added]

151 Five days after the 23 November Meeting (at which the transfer instructions were rescinded), BKR left Singapore for Hong Kong with AUT, and BKR's access to the rest of her family was cut off (save for the Applicant's chance meeting with BKR on 29 November 2010). One day after BKR reached Hong Kong, the 29 November Letter on Asset Transfer was sent to resuscitate

²⁰³ DT NE 29 February 2024 at p 50 ln 13 to p 51 ln 23, ROP Vol 6 at pp 750–751.

the transfer instructions. This was accompanied by the 29 November Letter on Signatories, which instructed the removal of Ms B as banker (see [18] above). This letter was drafted by the Respondent while he was in the US without, on the record, having spoken to BKR about her change of mind at the 23 November Meeting.²⁰⁴

152 The D&N Letter, as mentioned above at [26], detailed all the diametrically opposed instructions BKR had given UBS regarding the transfer of her assets and the Respondent's authority to represent her. The letter put the Respondent on *express notice* that these events "have given UBS cause for concern that the [i]nstructions may not represent [BKR's] real or independent intentions".²⁰⁵ For example, after BKR had expressed her intention to terminate her relationship with UBS at the 15 December Meeting, BKR continued to ask Ms B to make further investments in Renminbi for her.²⁰⁶ The bankers' recounts would have made clear to the Respondent that, from an onlooker's perspective, BKR's behaviour was highly inconsistent and appeared to have been influenced by someone: see [153] below. Importantly, the Respondent agreed on cross-examination that "it was apparent to [him] from the [D&N Letter] that [BKR] changed her mind whenever she was away from [AUT]".²⁰⁷

153 At this juncture, a reasonable solicitor looking back upon his dealings with BKR would notice that AUT was usually close at hand on the multiple occasions that BKR advanced on the Trust arrangement. These included:

²⁰⁴ DT NE 29 February 2024 at p 21 ln 25 to p 24 ln 23, ROP Vol 6 at pp 721–724; DT NE 29 February 2024 at p 121 ln 1–8, ROP Vol 6 at p 821.

²⁰⁵ D&N Letter at para 6, ROP Vol 4 at p 866.

²⁰⁶ JC, S/N 31; D&N Letter at para 4(x), ROP Vol 4 at p 865.

²⁰⁷ DT NE 4 March 2024 at p 95 at ln 11–14, ROP Vol 6 at p 1286.

- (a) on 21 May 2010, the first time that the Respondent met BKR, AUT was the only other person present;²⁰⁸
- (b) the next day, when he first proposed the Trust at Shangri-La Hotel, AUT accompanied BKR, although the Respondent's case is that she sat at another table when BKR spoke to the Respondent about the Trust;²⁰⁹
- (c) some of the telephone conversations between May and September 2010 occurred when BKR was in London with AUT;²¹⁰
- (d) on 7 September 2010, when the Respondent travelled to Hong Kong to take instructions on the Trust, BKR was with AUT, although the Respondent asserts that AUT was excluded from all face-to-face meetings with BKR and was only briefed about the Trust after BKR decided to set up the Trust;²¹¹
- (e) again on 8 and 9 October 2010, and 24 October 2010, the Respondent travelled to Hong Kong to meet BKR and AUT about the Trust;
- (f) AUT was present when BKR and the Respondent visited Dr Lo and Dr Pei on 25 and 26 October 2010;

²⁰⁸ JC, S/N 1; DT NE 27 February 2024 at p 160 ln 7–11, ROP Vol 6 at p 399.

²⁰⁹ JC, S/N 2; DT NE 27 February 2024 at p 163 ln 13–24, ROP Vol 6 at p 402.

²¹⁰ JC, S/N 3; DT NE 27 February 2024 at p 165 ln 2–18, ROP Vol 6 at p 404.

²¹¹ JC, S/N 4; Invoice 14 October 2010 at para 1, ROP Vol 4 at p 446; DT NE 27 February 2024 at p 188 ln 3–7, ROP Vol 6 at p 427.

- (g) AUT was present at the signing of the Trust on 26 October 2010;²¹²
- (h) AUT was at the 6 November Meeting on transfer of assets;
- (i) AUT was with BKR in Hong Kong when the 29 November Letters were sent restoring the transfer instructions and removing obstacles to the transfer (like Ms B). Conversely, when the transfer instructions were revoked at the 23 November Meeting, AUT was not with BKR;
- (j) by 1 December 2010, the Respondent was aware that BKR was residing with AUT in Hong Kong;²¹³ and
- (k) the the Confirmation of Authority Letter (see [23] above) was drafted by AUT and sent to the Respondent from AUT’s personal email: see [204] below.²¹⁴

154 The Respondent was aware that AUT used BKR’s email account to issue instructions as BKR. As a general matter, it was made clear to him that AUT actively accessed and operated BKR’s Gmail account.²¹⁵ AUT stated in an email dated 17 December 2010 to the Respondent that “I will be checking Mother’s gmail address *each day* for her *to deal with her correspondence*” [emphasis added].²¹⁶ In emails to the Respondent, AUT would also sign off with her own

²¹² DT NE 28 February 2024 at p 108 ln 11–21 and p 115 ln 3–14, ROP Vol 6 at pp 577 and 584.

²¹³ JC, S/N 21; DT NE 29 February 2024 at ln 20–23, ROP Vol 6 at p 829.

²¹⁴ JC, S/N 34; Email between AUT and Respondent, ROP Vol 3A at p 6745; DT NE 1 March 2024 at p 85 ln 5 to p 89 ln 9, ROP Vol 6 at pp 1004–1008.

²¹⁵ DT NE 1 March 2024 at p 117 ln 12–22, ROP Vol 6 at p 1036.

²¹⁶ ROP Vol 4 at p 496.

name.²¹⁷ AUT assured the Respondent, in her words, that “I will clear everything with [BKR] and you, before a response goes out in her name” and that “with Mother’s consent, I have checked all her gmail correspondence”.²¹⁸ But despite AUT’s reassurance, the Respondent accepts that whether AUT did in fact show the emails to BKR was “entirely up to” AUT.²¹⁹ There was no attempt by the Respondent to verify BKR’s instructions.

155 A specific example is found in a chain involving a JPM Trustees representative, who emailed BKR on 12 January 2011:²²⁰

As you are aware, we have received your instructions to transfer the assets held in the account of [the 2007 JPM Trust] maintained with J.P. Morgan International Bank Limited and to subsequently dissolve the [trust company for the 2007 JPM Trust]. Prior to completing the necessary steps involved in carrying out your instructions, we are required to conduct a number of due diligence checks. As we would like the opportunity to discuss these with you, we would be grateful if we could arrange a telephone call with you at a date and time convenient to you.

156 AUT had replied to this on 13 January 2011, signing off as BKR: “I shall be happy to talk to you at a mutually convenient time. Would tomorrow afternoon, say 2pm HK time suit?”²²¹

157 After JPM Trustees agreed to this timing, on 14 January 2011, AUT emailed the Respondent using BKR’s Gmail address (but signing off as herself),

²¹⁷ Email from AUT to Respondent dated 17 December 2010, ROP Vol 4 at p 496; Email from AUT to Respondent dated 19 December 2010, ROP Vol 4 at pp 512–513.

²¹⁸ ROP Vol 4 at p 496 and ROP Vol 4 at p 512.

²¹⁹ DT NE 1 March 2024 at p 180 ln 19–23, ROP Vol 6 at p 1099.

²²⁰ ROP Vol 3A at pp 6038–6039.

²²¹ Email from BKR’s email address to JPM Trustees dated 13 January 2011, ROP Vol 3A at p 6040.

stating “You were right - JPM Trustees have confirmed 2pm HK time is ok with them to call Mother (even though it is 1am Bahamas Time).”²²²

158 The Respondent admitted at trial that it *had* occurred to him around the time of the conflicting instructions that BKR, being susceptible to the influence of third parties, was equally susceptible to undue influence by AUT.²²³

Q: [...] Did it occur to you that she could be pushed around by [AUT]?

A: It's possible.

Q: Right. Your Honours, any questions?

Mr Teo: The question wasn't whether it was possible or not possible, the question by Mr Siddique was did it occur to you, I gather, *at that point in time*?

Mr Siddique: Yes, I think what he said -- what I took from that question is he -- at that time it occurred to him that it was possible. Is that -- I hope that's correct.

Mr Teo: Is that correct, Mr Wong?

A: Yes, that's correct.

[emphasis added]

(B) BKR'S CORRESPONDENCE WITH HER FAMILY

159 I deal with two letters of correspondence between BKR and her family: the Handwritten Letter and the LBAs. The Handwritten Letter received by the Applicant and NG on 8 December 2010 had been drafted by the Respondent for BKR to copy by hand.²²⁴ The Applicant submits that the letter was copied by

²²² Email from BKR's email address to the Respondent dated 14 January 2011, ROP Vol 3A at p 6041.

²²³ DT NE 29 February 2024 at p 53 ln 10–22, ROP Vol 6 at p 753.

²²⁴ JC, S/N 27.

hand to create the impression that the contents were BKR's own.²²⁵ The Respondent's position is that the words were his own and that BKR had instructed him to draft the letter for her,²²⁶ which in his words "is what lawyers do".²²⁷

160 As regards the LBAs received by the Applicant and NG on 21 December 2010, these were jointly drafted by the Respondent, BKR's HK lawyer, and AUT: see [22] above. In the drafting process, AUT corresponded with BKR's HK lawyer using BKR's Gmail address and signed off as BKR.²²⁸ It is undisputed that the Respondent had advised AUT to set up the Gmail address for BKR,²²⁹ and AUT accordingly did so.²³⁰ The Applicant's case is that the LBAs did not reflect BKR's true intentions; the instructions on drafting came from AUT and were not personally verified by the Respondent.²³¹ The Applicant submits that since AUT had unrestricted access to BKR's account, it became uncertain whether emails signed off in BKR's name were approved by BKR, and the Respondent had facilitated and assisted AUT's undue influence over BKR.²³²

²²⁵ DT ACS at para 419, ROP Vol 4 at p 1293.

²²⁶ Invoice 20 January 2011 at paras 7–8, ROP Vol 4 at p 452.

²²⁷ DT NE 29 February 2024 at p 157 ln 19–25, ROP Vol 6 at p 857.

²²⁸ ROP Vol 4 at pp 516–517.

²²⁹ DT NE 1 March 2024 at p 102 ln 9–15, ROP Vol 6 at p 1021.

²³⁰ DT NE 1 March 2024 at p 115 ln 11–13, ROP Vol 6 at p 1034.

²³¹ DT ACS at para 456, ROP Vol 4 at p 1310.

²³² DT ACS at para 431–436, ROP Vol 4 at p 1298–1300.

(C) WHETHER THE RESPONDENT ADVANCED BKR'S BEST INTERESTS

161 The Respondent did not advance BKR's best interests when he continued to facilitate the transfer of BKR's assets amidst her confusion. He ought to have ascertained BKR's true intentions, by probing into the revoked instructions and the 23 November Meeting with BKR. The Respondent should also have checked with BKR whether she still wanted him to continue liaising with DBS for the transfer of her assets. Both clarifications should have been made in the absence of AUT. The Respondent admits that he did not speak to BKR about her revocations at the 23 November Meeting at the time, and justifies this on the basis that he "did not have full command of the facts at that point" and thought BKR had been influenced to revoke her transfer instructions against her wishes such that "it didn't make sense to talk to her at that point, until she had a chance to clear her head".²³³

162 BKR's interests were also not advanced when BKR's isolation from her family was furthered by the Respondent's drafting of the Handwritten Letter, in circumstances where the Respondent was put on notice that BKR might have been under AUT's undue influence. The Handwritten Letter requested the Applicant and NG to do two main things: to apologise to AUT and AI for accusing them of defrauding BKR, and to leave BKR alone.²³⁴ The hostile language of the letter, such as "none of your business", "[d]o not treat me as a fool or imbecile", "[y]ou have no right to question my mental state", and "I daresay that both of you need the medical attention much more than I do or ever will",²³⁵ was employed to drive away NG and the Applicant. BKR was asked to

²³³ DT NE 29 February 2024 at p 25 ln 14 to p 27 ln 19, ROP Vol 6 at pp 725–727.

²³⁴ Handwritten Letter, ROP Vol 4 at pp 902–904.

²³⁵ Handwritten Letter at paras 1 and 3, ROP Vol 4 at pp 903–904.

copy it by hand in order to strengthen the appearance that the letter represented her views.

163 Lastly, the LBAs furthered BKR's isolation from NG and the Applicant. While BKR's HK lawyer had been instructed, the Respondent's invoices showed that the Respondent himself was also acting for BKR.²³⁶ During his cross-examination, the Respondent explained that he had delegated the task of verifying BKR's instructions on the LBAs to BKR's HK lawyer.²³⁷

Mr Siddique: Besides [AUT]'s word that she will show [BKR], do you know that these emails would be shown to [BKR]?

Mr Teo: Yes. Could you answer that question?

A: I think my reply is *I'm confident that it was shown to her*, because our system of work is such that we call her after *almost every email*.

Mr Teo: Call who?

A: [BKR] to speak to her. We were very cautious at that time, your Honour.

Mr Siddique: Thank you, Mr Wong. You say you would call [BKR] after every email, is that right?

A: Yes. In this case, *I'm quite certain [BKR's HK lawyer] would are [sic] called her, because it's a retainer, it's for him, it's his money*.

[emphasis added]

164 However, the Respondent was aware that the LBAs could *appear to be* a product of AUT's undue influence on BKR, rather than BKR's true will. This

²³⁶ Invoice 20 January 2011 at paras 8 and 11, ROP Vol 4 at pp 452–453.

²³⁷ DT NE 1 March 2024 at p 135 ln 23 to p 136 ln 11, ROP Vol 6 at pp 1054–1055.

was clear from the following email from the Respondent to BKR's HK lawyer on 19 December 2010:²³⁸

... Could you go and see [BKR] about the letter and *receive direct confirmation that she is fine with it?* ***At this critical juncture, I do not want it said by [CBB] that this whole exercise is orchestrated by [AUT]*** - [BKR]'s daughter. If you can see her to explain the contents of the letter directly, there can be no doubt that you received the instruction to proceed. ...

[emphasis in italics and bold italics]

165 By this time, however, the Respondent had sufficient knowledge of the facts surrounding BKR's mental capacity. Yet he involved new solicitors, unfamiliar with the circumstances, to make an assessment he was duty bound to make himself.

(3) The MCA proceedings

166 The final assertion of fact made in relation to the Group 5 charges relates to matters arising after the MCA proceedings were filed. I regard as the focus of this charge the Respondent's continuance to act for BKR after the filing of OSF 71. In this context, I do not consider any of the evidence pertinent to the Group 6 charges and I keep the analysis here distinct from those in the Group 6 charges.

(A) KEY FACTS OF PERIOD

167 This time period comes after the earlier key events which I have held above furnished the Respondent with sufficient notice. The Applicant's case is that after OSF 71 was filed, there were other key signs, because the Respondent's invoices reflect that he read the affidavit filed by AUR in support

²³⁸ Email from Respondent to BKR's HK lawyer dated 19 December 2010, ROP Vol 4 at p 506.

of her deputyship application in OSF 71 on 18 February 2011 (“AUR’s Affidavit”),²³⁹ drafted BKR’s 2011 Will despite knowledge of her 2009 Will,²⁴⁰ and assisted her throughout the trial and appeal processes.

(B) WHETHER THE RESPONDENT ADVANCED BKR’S INTERESTS

168 That the Respondent continued to act for BKR throughout the period of the MCA proceedings is not denied and is reflected in his invoices. His defence rests on the presence of WongP and the consultation with two doctors on 13 January 2011: see [27]–[28] above.

169 The Applicant’s case is that, after the filing of OSF 71, when it ought to have been clear to the Respondent, had he exercised diligence, that BKR lacked capacity, the Respondent should have referred the matter to the court for determination.²⁴¹ He could have applied for an interim order under s 36 of the MCA, following the English case of *Lioubov MacPherson v Sunderland City Council* [2024] EWCA Civ 1579, where a solicitor used a provision *in pari materia* with s 36 of the MCA. More fundamentally, O 99 r 8(1) of the Rules of Court (2006 Rev Ed) (in force at the time) (“ROC”) provided that if P – “P” being defined in O 99 r 1(1) to include any person who is alleged to lack capacity and to whom proceedings under the MCA relate – is made a party to any proceedings under the MCA, P “shall have a litigation representative for those proceedings”. While O 99 r 8(2) allows the court discretion to permit P to conduct proceedings without one, the application first has to be made in order for the court to exercise such a discretion.

²³⁹ DT ACS at para 534, ROP Vol 4 at p 1344.

²⁴⁰ DT ARS at paras 84–93, ROP Vol 4 at pp 1540–1544.

²⁴¹ DT ACS at para 542, ROP Vol 4 at p 1347.

170 The Respondent relies on s 3(2) of the MCA,²⁴² which states that “[a] person must be assumed to have capacity unless it is established that he lacks capacity”. He argues that as a lawyer he therefore “ha[d] to continue acting for [BKR]”.²⁴³ Section 3(2) is not an answer to the point, because the Respondent had sufficient information to know the assumption was not valid in the present case. In this context, the Respondent’s duties to his client continued even if other solicitors were on board. I do not agree with the submission that he was “more prudent than necessary” having WongP there and “steering”.²⁴⁴ Each lawyer is enjoined to use all reasonable means to advance his client’s interests. The Respondent, at the minimum, ought to have suggested to WongP to make an application under O 99 r 8(1) of the ROC. So long as P is a party to proceedings, P must have a litigation representative, subject to the court’s discretion permitted upon such an application by O 99 r 8(2) of the ROC.

171 Further, putting aside the issue of other lawyers, it will be recalled that the Respondent drafted various documents for BKR during the OSF 71 proceedings, around April to May 2011: see [31]–[32] above. He was actively liaising with BKR and various parties, and invoicing for the same.

Conclusion on Group 5 charges

172 In sum, the Respondent failed to meet the requisite standard of diligence. The facts and cross-examination show that the Respondent was aware of BKR’s lack of mental capacity. The Respondent did not verify BKR’s instructions or ascertain her true wishes when drafting the Trust, the 2011 Will or various correspondence for which he was responsible. He took only cursory steps to

²⁴² NE 21 November 2025 at p 16 ln 13–14.

²⁴³ NE 18 November 2025 at p 14 ln 19.

²⁴⁴ NE 21 November 2025 at p 14 ln 20–23.

confirm BKR's decision-making capacity with medical experts. He failed to raise the issue of a litigation representative. There is *prima facie* evidence for Charges 5, 5A and 5B.

LPOA

173 A final point about the Group 5 charges is that each charge asserts that the Respondent drafted the LPOA. While the Statement of Case alleged that the Respondent drafted the LPOA, the Respondent denied knowledge of and involvement in the LPOA, both in his Defence²⁴⁵ and to the DT.²⁴⁶ The Applicant has not responded to this denial, and has focused instead on the establishment of the Trust.²⁴⁷ I deal with this point below, at [248].

The Group 4 Charges

174 Charge 4A rests on a breach of s 83(2)(b) of the LPA 2009, read with rr 2(2)(b), 2(2)(c) and 25(b) of the PCR, and reads:

That you, Mr Wong Tien Leong William, are guilty of improper conduct or practice as an advocate and solicitor within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), having breached Rule 25(b), read with Rule 2(2)(b) and/or 2(2)(c) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed), in that you *failed to advance the interests of your client, [BKR], unaffected by the interests of other persons, being [AUT] and/or her husband, [AI], by purporting to act for and advise your client in connection with a trust:*

(a) Of which [AUT] was appointed "Protector" and/or which benefitted [AUT]; and

(b) Which had no discernible benefit to your client, [BKR], and/or left her worse off than had she not set it up.

²⁴⁵ SOD at para 61, ROP Vol 2 at p 98.

²⁴⁶ DT NE 28 February 2024 at p 191 ln 2–14, ROP Vol 6 at p 660.

²⁴⁷ AWS at paras 58–95; NE 18 November 2025 at p 2 ln 10–17.

[emphasis added]

175 Rule 25(b) of the PCR states that during “the course of a retainer, an advocate and solicitor shall advance the client’s interest *unaffected by ... any interest of any other person*” [emphasis added]. Rule 25(b) reflects the duty of loyalty a solicitor owes to his client: *Law Society of Singapore v Tan Phuay Kiang* [2007] 3 SLR(R) 477 (“*Tan Phuay Kiang*”) at [62]. The rule applies not only to actual conflicts of interests, but also perceived or ostensible conflicts: *Tan Phuay Kiang* at [62]. Rule 2(2)(b) of the PCR obliges solicitors to maintain the independence and integrity of the profession and r 2(2)(c) requires them to act in the client’s best interests.

The DT’s decision

176 The DT considered that whether the Respondent failed to advance BKR’s interests unaffected by those of AUT and/or AI was contingent on the prior inquiry of whether AUT and/or AI had an interest in establishing the Trust: Determination at [144]. The DT answered this inquiry in the negative. The Applicant relied on three main pieces of evidence to prove AUT’s and AI’s interest: (a) as first protector of the Trust, AUT’s LoWs would be given the same weight as that of BKR’s; (b) AUT had the power to advise JC Trust Ltd on the management of assets and funds settled into the Trust; and (c) AUT would, upon BKR’s passing, receive a S\$10 million gift and could dictate how the funds in the Trust would be applied to charitable causes: Determination at [124].

177 The DT disagreed with all three. First, regardless of what is expressed in AUT’s LoW, the management of assets under a trust is still left to the trustees’ discretion, and the trustees are obligated to act in the best interests of the beneficiaries: Determination at [130]. It was not proven that AUT and AI had

“actual control” over the Trust, as JC Trust Ltd would conduct “checks and balances” in deciding whether to give effect to a LoW: Determination at [132]. Second, AUT’s power to influence the affairs of the Trust and advise JC Trust Ltd on the management of assets or funds settled into the Trust was insufficient to amount to an interest in the establishment of the Trust as, regardless of the degree of AUT’s influence, the purpose of the Trust would not change: at [125]–[126]. Third, the DT found that AUT would have received much more than S\$10 million, and did receive much more, pursuant to BKR’s last will and testament; this meant AUT would have been worse off if the Trust had prevailed: at [141]. Since the element of interest is not established, the DT provided no further consideration to the element of failure to advance BKR’s interests: at [144].

The parties’ positions

178 The Applicant submits that the DT erred in finding that AUT and AI had no interest in the establishment of the Trust as AUT had effective control over the Trust by virtue of her position as its first protector.²⁴⁸ The Applicant further submits that the Respondent failed to advance BKR’s interests unaffected by AUT and AI because, notwithstanding that the Trust brought substantial benefits to AUT and no discernible benefit to BKR, he: (a) took instructions from AUT directly or from BKR in AUT’s presence; (b) furthered BKR’s isolation from her family members; and (c) took steps to push AUT’s and AI’s narrative on their purchase of a bungalow.²⁴⁹ The Applicant’s submissions focus on AUT as AI, in counsel’s words, “just tags along with his wife”.²⁵⁰

²⁴⁸ AWS at para 96.

²⁴⁹ AWS at paras 104–105.

²⁵⁰ NE 21 November 2025 at p 8 ln 2.

179 The Respondent's submissions rest on the lack of an interest of AUT and AI. His primary argument is that AUT would not have benefitted from the Trust as much as she did under BKR's will because the maximum benefit she could get from the Trust was S\$10 million.²⁵¹ The Respondent further argues that, even assuming it was possible for AUT to extract more than S\$10 million from the Trust mechanism, he could not have known of such an elaborate plan.²⁵²

Analysis

180 The gravamen of Group 4 is that the Respondent had failed to advance BKR's interests unaffected by AUT's interests when there was a conflict of interests. There are three elements to this: (a) whether there was a conflict of interests; (b) whether the Respondent was put on notice of such conflict; and (c) whether the Respondent's various acts amounted to a subordination of BKR's interests to AUT's interests. I address each of these elements in turn.

The conflict between BKR's and AUT's interests

181 In my view, a conflict of interests between BKR and AUT was inherent in the design of the Trust, which favoured AUT over BKR. From BKR's perspective, the Trust conferred no discernible benefit and may even have left her worse off, as I have explained above at [135]–[139]. In contrast, AUT benefitted from the Trust. The Trust made AUT its first protector and the sole owner of its beneficiary upon BKR's death, but completely excluded BKR's other two children from benefitting from it. This arrangement conferred on AUT both monetary and non-monetary benefit.

²⁵¹ RWS at para 74–86.

²⁵² RWS at paras 87–88; NE 21 November 2025 at p 12 ln 19–20.

182 In terms of the monetary benefit, much of the contention centred around the S\$10 million gift to which AUT would be entitled as first protector, upon BKR's demise: see [11] above. This was not a benefit in the Respondent's (and the DT's) books as AUT's gift value was capped at S\$10 million by BKR's LoW, and AUT could have gotten (and got) a sum much larger than that under BKR's 2009 Will.²⁵³ The Applicant does not deny the said effect of the 2009 Will, but submits that the Trust mechanism enabled AUT to increase her entitlement through her own LoW, which is given the same weight as BKR's.²⁵⁴ I agree with the Applicant. Clause 25 of the Trust settlement expressly states that excluded persons "shall be *incapable of taking any benefit of any kind* by virtue or in consequence of this Settlement" [emphasis added], while the Fourth Schedule qualifies that the protector despite being an excluded person "may receive a benefit upon the demise of the Settlor".²⁵⁵ The Letter of Appointment of Protector signed by BKR states that "I instruct that the opinions of the First Protector shall be given the same weight as if they were expressed in the form of letters of wishes from me as Settlor".²⁵⁶ The Respondent also accepted that it was open to AUT to override BKR's LoW and increase the sum.²⁵⁷ The DT had not applied its mind to this possibility.

183 Moreover, the Applicant submits that any wish expressed by AUT for more money to be held by B Ltd (the Trust beneficiary) would likely be acted upon by the trustees, who are obligated to act in the beneficiary's best

²⁵³ RWS at paras 80–84.

²⁵⁴ AWS at para 99.

²⁵⁵ Trust Settlement at clause 25 and the Fourth Schedule, ROP Vol 3A at pp 7384–7385 and 7399.

²⁵⁶ Letter of Appointment of Protector dated 26 October 2010, ROP Vol 3A at p 7404.

²⁵⁷ DT NE 4 March 2024 at p 72 ln 25 to p 73 ln 3, ROP Vol 6 at pp 1263–1264.

interests.²⁵⁸ I agree, and this addresses the DT's point that AUT's influence is limited as the management of trust assets is still left to the discretion of the trustees. The DT's reasoning misses the point that the inherent *design* of the Trust is such that the trustees, acting in the best interests of B Ltd, *would* give effect to AUT's wishes for more money to be held in B Ltd. And since AUT was to become B Ltd's sole owner upon BKR's death, AUT would ultimately benefit from the trustees' exercise of their discretion.

184 Accordingly, AUT *did* have an interest in the establishment of the Trust which ostensibly conflicted with BKR's interest.

The Respondent's knowledge

185 The Respondent drafted the Trust settlement. He would be aware of its terms. Therefore, his knowledge can be inferred from the fact that the conflict of interest is clear on the very terms of the Trust, which favoured AUT instead of BKR. This is explained at [136]–[142] and [181]–[184] above. The Respondent, as the drafter, also knew that the initial terms of the Trust did *not* contain any obligation to provide for BKR's material needs. He later worked with WongP to fortify the purported objective of the Trust using the 2012 DOU (see [32] above).

Respondent's failure to advance BKR's interests unaffected by AUT's

186 In the face of the conflict of BKR's and AUT's interests, the fact that the Trust and accompanying documents were executed showed a failure on the Respondent's part to advance BKR's interest unaffected by AUT's.

²⁵⁸ AWS at para 100.

AI

187 I make a final point on the Group 4 charges. AI was named in the charge but was not the focus of submissions. The evidence does not show that any undue influence came from AI or that AI corresponded with the Respondent in the way AUT did. I therefore find that there is insufficient *prima facie* evidence of the Respondent's misconduct in relation to AI. I deal with this at [248] below.

The Group 7 Charges

188 Charge 7A rests on s 83(2)(b) of the LPA 2009, read with rr 28 and 30(1) of the PCR and rr 2(2)(b) and 2(2)(c) of the same. It reads:

That you, Mr Wong Tien Leong William, are guilty of improper conduct or practice as an advocate and solicitor within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), having breached Rules 28 and/or 30(1), read with Rule 2(2)(b) and/or 2(2)(c) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed), in that you:

(a) *Purported to advise your client, [BKR], whose interests were opposed to and/or diverse to [AUT], another of your clients, whether by implied retainer or otherwise, in connection with a trust,*

(i) of which [AUT] was appointed "Protector" and/or which benefitted [AUT], and

(ii) which had no discernible benefit to [BKR] and/or left her worse off than had she not set it up; and/or

(b) Failed to inform [BKR] to obtain independent legal advice; and/or

(c) Failed to advise [BKR] of the potential conflict of interests; and/or

(d) Failed to advise [BKR] of your duty if such a conflict arose.

[emphasis added]

189 Rule 28 of the PCR mandates that where a solicitor acts for more than one party with diverse interests in a transaction, he must advise each party of

the potential conflict of interests and of his duties if such conflict arises. Rule 30(1) enjoins a solicitor to decline to advise any party whose interests are opposed to that of his client and inform them to obtain independent legal advice.

The DT's decision

190 The crucial allegation distinct in Group 7 is that the Respondent acted for AUT despite both AUT and BKR having diverse interests. The DT focused the discussion on whether there was an implied retainer between AUT and the Respondent, applying *Lee Suet Fern*. The test for finding an implied retainer is to ask whether, on an objective analysis of the circumstances from the perspectives of both the putative solicitor and the putative client, an intention to enter into a contractual solicitor-client relationship should be attributed to the parties: *Lee Suet Fern* at [61]. The non-exhaustive factors relevant to finding such an intention are (*Lee Suet Fern* at [69]):

- (a) Who is paying the putative solicitor's fees, if any?
- (b) Who is providing instructions?
- (c) Was there a past contractual relationship between the putative solicitor and putative client?
- (d) Was express advice given by the putative solicitor and was such advice relied upon by the putative client? If express advice was given, what was the nature of the advice? Did it constitute merely preparatory steps to explain a legal document or more substantive advice?
- (e) Did the putative solicitor ask the putative client to seek independent advice?

- (f) Was any advice by the putative solicitor rendered without qualification?

“[N]o single factor is determinative and the final assessment ultimately rests on a holistic and careful consideration of the factual matrix”: *Lee Suet Fern* at [69].

191 The DT found that it was unsafe to find an implied retainer from AUT’s perspective since AUT had not been called to give evidence: Determination at [182]–[183]. This meant, the DT explained, that AUT’s perspective could not be considered in determining whether a putative client in her position would reasonably have considered the Respondent to be her solicitor: at [183].

192 The DT further found that there was no implied retainer from the Respondent’s perspective: at [184] and [193]. Applying the factors from *Lee Suet Fern*, the DT found that AUT did not pay fees to or have a past contractual relationship with the Respondent: at [186]. AUT did not give the Respondent instructions: at [192].

193 The DT was not persuaded by the three strands of evidence led by the Applicant, which were as follows. First, the Applicant relied on evidence of the Respondent taking instructions from BKR on the Trust in AUT’s presence or at meetings which AUT brought BKR to, but the DT considered this to be an “unnecessary conflation of events” and insufficient to show that the Respondent took AUT’s instructions: Determination at [188]–[189]. Second, the Applicant relied on two emails sent from the Respondent directly and exclusively to AUT,²⁵⁹ but the DT held that this only showed communication on the Respondent’s end and did not evidence the giving of instructions by AUT:

²⁵⁹ DT ACS at para 205, ROP Vol 4 at p 1213.

Determination at [190]–[191]. Third, the Applicant relied on “an incident in December 2010 in which the Respondent and AUT corresponded on a response to be sent to UBS” as evidence of the Respondent taking instructions from her: Determination at [191]. The DT found that AUT was merely seeking the Respondent’s approval to send the Confirmation of Authority Letter confirming the Respondent’s authority to represent BKR, and there was “no reason to doubt that at the material time, the Respondent did have such authority”: Determination at [191]. As the implied retainer element of the charge was not made out, the DT made no finding on whether BKR and AUT had opposing interests or whether the Respondent failed to advise BKR regarding the potential conflict: Determination at [193].

The parties’ positions

194 The nub of the Applicant’s case on the implied retainer is that the Respondent had given advice to and taken instructions from both BKR and AUT, on matters relating to the Trust, without qualifying that he was only acting for BKR and advising AUT to seek independent legal advice.²⁶⁰ The further fact that the advice was for the Trust which AUT stood to benefit from would also objectively give AUT the impression that he was acting for her.²⁶¹ The Applicant relies on evidence of AUT’s direct correspondence with the Respondent on matters relating to the Trust, and further, her past contractual relationship with the Respondent regarding her late father’s estate and the 2007 UBS Trust.²⁶² The Respondent’s case was largely an endorsement of the DT’s reasoning.²⁶³ In particular, the Respondent emphasises that AUT had played the mere role of an

²⁶⁰ AWS at paras 113–114; DT ACS at paras 615–618, ROP Vol 4 at p 1372–1373.

²⁶¹ AWS at paras 113–114; DT ACS at paras 618, ROP Vol 4 at p 1373.

²⁶² AWS at paras 108–112; DT ACS at para 621, ROP Vol 4 at p 1374.

²⁶³ RWS at paras 140–146.

“intermediary” between BKR and the Respondent, and any “instructions” AUT conveyed to the Respondent were on BKR’s behalf.²⁶⁴ Further, the Respondent denies that the Trust advanced AUT’s objectives instead of BKR’s, repeating the argument that the S\$10 million gift to AUT was not truly a benefit to her.²⁶⁵

195 The Applicant further submits that the interests of BKR and AUT are opposed, or alternatively diverse, because the Trust conferred no discernible benefit on BKR but benefitted AUT.²⁶⁶ Accordingly, the Respondent had a duty to advise BKR to seek independent legal advice and to decline to act for her, but failed to discharge these duties.²⁶⁷ The Respondent’s position is that there were no opposing or diverse interests, reiterating his arguments for the Group 4 Charges, and therefore the duties referenced by the Applicant did not arise.²⁶⁸

Analysis

196 There are three elements to be satisfied for Charge 7A: (a) there must have been an implied retainer between AUT and the Respondent and (b) opposing or diverse interests between AUT and BKR (the Respondent’s client on record); and (c) a breach of duty in a multi-client situation by the Respondent. That AUT and BKR had opposing and diverse interests would have been apparent from my analysis on their conflicting interests above, at [181]–[184]. I therefore focus on the other two elements for Charge 7A. In doing so, I disagree with the DT that AUT was required to be a witness. The elements of the charges may be proven without her evidence.

²⁶⁴ RWS at paras 145–146.

²⁶⁵ DT RRS at para 189, ROP Vol 4 at p 1664.

²⁶⁶ AWS at para 115.

²⁶⁷ AWS at para 116.

²⁶⁸ RWS at paras 147–148.

Implied retainer between AUT and Respondent

197 Applying the *Lee Suet Fern* factors in the present case, I am of the view that a solicitor-client relationship should be imputed to the Respondent and AUT.

(1) AUT gave instructions to the Respondent, who advised AUT

198 Contrary to the DT's finding, I find that AUT did give instructions to the Respondent, and the Respondent did advise AUT on the Trust, the transfer of assets, and BKR's correspondence with her family. I discuss the evidence for the giving of instructions by AUT and advice by the Respondent together, as they are very much found in the same few series of correspondence. I deal first with the three strands of evidence considered by the DT, as summarised at [193] above.

199 On the first strand, I agree with the DT that the fact that the Respondent took instructions from BKR in AUT's presence, or at meetings which AUT brought BKR to, does not show that AUT gave him instructions. At best, it contributes to an inference that BKR may have been under AUT's undue influence.

200 The second strand, two emails which pertained to the set up of the Trust, is a different matter.

201 On 14 October 2010, the Respondent emailed AUT's personal email address stating:²⁶⁹

Dear [AUT],

²⁶⁹ Email from Respondent to AUT dated 14 October 2010, ROP Vol 3A at p 6729.

[...] And later in the day, I shall prepare a draft letter of instruction for your Mum to consider incorporating the contents of my earlier email that you discussed with your Mum. This will form the contract to get all things going.

But I shall insist that that nothing is valid until *both your Mum and yourself* have had a chance to meet the key players – [Trustee Rep KT], [Trustee Rep ST] and [RL]. *It is important that both of you feel* that these are people you can work with and people *you have confidence in carrying out your Mum's objectives*.

The human relationship is very important in a trust and I need to be sure that *both of you* are completely comfortable with the team and its abilities.

The [sic] your Mum can say yea or nay.

[...]

[emphasis added]

For context, [Trustee Rep KT], [Trustee Rep ST] and [RL] are representatives of JC Trust Ltd.²⁷⁰ AUT's reply on the same day was "[h]appy to be guided by you".²⁷¹

202 I disagree with the DT's view that this email only showed communication on the Respondent's end and not AUT giving instructions. The DT should not have confined itself to the Applicant's characterisation of the email as evidence of instructions-giving, when the more obvious point to be drawn was that the Respondent gave AUT substantive suggestions, on the steps to take during the preparation of the paperwork for the Trust. The DT also should have considered the effect of AUT's reply to the Respondent. While AUT did not *expressly* instruct the Respondent to let her screen the team from JC Trust Ltd, the email made it clear that from the Respondent's perspective, *he*

²⁷⁰ Invoice 20 January 2011 at para 3, ROP Vol 4 at p 452; Invoice 12 December 2013 at para 3, ROP Vol 4 at p 470.

²⁷¹ Email from AUT to Respondent dated 14 October 2010, ROP Vol 3A at p 6728.

saw the need to secure AUT's concurrence. The Respondent explicitly asked for AUT's *own* views and pursued *AUT's* satisfaction over BKR's, going so far as suggesting in the email that AUT possessed a veto in respect of BKR's working relationship with JC Trust Ltd, as the Respondent explicitly said it was important for AUT to "have confidence in carrying out [her] Mum's objectives", before "[her] Mum [could] say yea or nay".²⁷² These facts suggest that, from his perspective, AUT's instructions were *as* authoritative as that of his client on record (BKR). AUT's reply, albeit passive, effectively *accepted* the Respondent's premise that she had to be satisfied with the Trust arrangements and *prompted* further guidance from him.

203 The other email was sent by the Respondent on 18 October 2010 to AUT stating "I have put together the attached to help your Mum *and yourself* understand the trust concept a bit more clearly. Some notes for you." [emphasis added].²⁷³ AUT replied on the same day: "Ah - an algorithm with multiple feedback loops. Just what the doctor ordered. I think *I* finally get it." [emphasis added].²⁷⁴ The thread containing the 18 October 2010 emails was belatedly forwarded to BKR's Gmail address on 5 February 2011.²⁷⁵ I agree with the DT that this email does not show AUT giving instructions. I also do not find that the email contained substantive advice from the Respondent, although this was not something the DT contemplated. The Respondent was merely explaining how a trust works for AUT's understanding, which was more like a preparatory step to explain a legal mechanism than substantive advice on decisions to be made.

²⁷² Email from Respondent to AUT dated 14 October 2010, ROP Vol 3A at p 6729.

²⁷³ Email from Respondent to AUT dated 18 October 2010, ROP Vol 3A at p 6740.

²⁷⁴ Email from AUT to Respondent dated 18 October 2010, ROP Vol 3A at p 6740.

²⁷⁵ Email from AUT to BKR's Gmail dated 5 February 2011, ROP Vol 3A at p 6740.

204 I turn next to the third strand of the Applicant’s evidence on the correspondence regarding the Confirmation of Authority Letter. This letter had been drafted by AUT and sent to the Respondent from her personal email address without copying BKR’s Gmail address, on 20 December 2010:²⁷⁶

Dear William

As mentioned, please find for your consideration the *following 2 documents for Mum’s signature*.

1) A reply to UBS’s request (they copied it to you by fax) to confirm you are her Legal Counsel. *The short answer is Yes.*

[...]

Let me know if they are ok ? [sic] In which case this particular secretary can press the fax button.

[emphasis added]

205 On the same day, UBS received the Confirmation of Authority Letter which states that the Respondent “is fully authorised to represent [BKR] on *all legal, administrative and other matters* regarding any of [BKR’s] accounts with [UBS] in [BKR’s] name or otherwise” [emphasis added].²⁷⁷ The Respondent then replied AUT on 21 December 2010:²⁷⁸

Dear Particular Secretary,

Both letters are fine. Please press fax button.

I have written independently to UBS to confirm that my highly restricted access to [BKR]’s information is purely for the purpose of building a file for her so that she has greater clarity. My authority does not extend to giving instructions on her portfolios or bank accounts.

[...]

²⁷⁶ Email from AUT to Respondent dated 20 December 2010, ROP Vol 3A at p 6745.

²⁷⁷ Letter to UBS dated 20 December 2010, ROP Vol 4 at p 884.

²⁷⁸ Email from Respondent to AUT dated 21 December 2010, ROP Vol 3A at p 6746.

206 AUT’s email contained two instructions in substance: the instruction that the Respondent was BKR’s legal counsel, and the instruction to vet through the Confirmation of Authority Letter. Although the Respondent asserts that his conduct was in furtherance of BKR’s wishes²⁷⁹ and AUT was merely an “intermediary” (see [194] above), I am not moved by this assertion. The Respondent accepts that there is no written record of BKR’s involvement – for example, AUT’s email did not state that “Mum dictated these two letters to me” and the Respondent’s reply did not state “I’ve spoken to your mum and both letters are fine”.²⁸⁰ I am not convinced that there was an offline check-in with BKR either, given that the Confirmation of Authority Letter with BKR’s signature was sent to UBS without the Respondent’s clarification of the limits to his authority, which he did separately. Absent BKR’s explicit instruction, the Respondent must have taken, and acted on, AUT’s instructions.

207 In addition, it was pertinent that the Respondent recorded in his invoice (before the Trust was set up) that he had been “briefed” on the “*level of comfort* that [BKR] *and/or* [AUT] had to have in order for [the Trust] to work for *them*; specifically (i) insulation from external pressures; (ii) sufficient “control”; and (iii) some degree of flexibility” [emphasis added].²⁸¹ This suggests that AUT had expressed, and the Respondent had obligingly considered, her own preferences on the workings of the Trust, despite the fact that the Trust was meant to be for BKR’s needs (or charity) and not AUT. In *Law Society of Singapore v Uthayasurian Sidambaram* [2009] 4 SLR(R) 674 (“*Uthayasurian*”), the court, in finding an implied retainer between the solicitor and multiple parties, took into account the fact that the solicitor’s interim bill

²⁷⁹ DT NE 1 March 2024 at p 89 ln 5–9, ROP Vol 6 at p 1008.

²⁸⁰ DT NE 1 March 2024 at p 85 ln 13 to p 86 ln 7, ROP Vol 6 at pp 1004–1005.

²⁸¹ Invoice 14 October 2010 at para 3, ROP Vol 4 at p 446.

expressly recorded that certain fees were for services rendered to *all* the parties, not only the client on record (at [43]).

208 Another relevant piece of evidence is the exchange between the Respondent and AUT about the LBAs. I have explained related concerns at [163]–[164]; several aspects of the correspondence warrant deeper scrutiny here. Before AUT sent BKR’s HK lawyer a draft of the LBA, she had emailed the Respondent on 19 December 2010 to request for a substantive edit to the contents of the draft:²⁸²

Dear William,

[...]

Re the draft LBA I have tracked some edits which are essentially factual or formatting (pls see attached). *I have suggested 5 days not 7 days in the Undertaking (see point 17) as Xmas Day is already on Saturday and this obviously shortens the previous deadline for receipt of the Undertaking.*

Could you pls help to check my draft email reply on Mother’s behalf to [BKR’s HK lawyer] (pasted below) ? If it is ok with you, I plan to email it to him together with a tracked updated version of the LBA for his consideration.

Best regards

[AUT]

[emphasis added]

The Respondent replied on the same day:²⁸³

Dear Auntie and [AUT],

Firstly, *[AUT]’s amendment of seven to five days (or even three) is appropriate.*

Secondly, *I want to amend* the language relating [*sic*] in the paragraphs relating to the 6th December incident at the

²⁸² ROP Vol 4 at p 502.

²⁸³ Email from Respondent to AUT dated 19 December 2010, ROP Vol 4 at p 503.

acupuncture centre - I would prefer to portray the patient as shocked and offended rather than panic-stricken.

[...]

William

[emphasis added]

209 AUT's request to amend certain terms in the LBA was plainly an instruction to ensure that the deeds of undertaking were signed before Christmas. On the other hand, the Respondent's endorsement of AUT's amendment was in itself substantive advice. He further suggested substantive amendments to the deadline for the deeds of undertaking (to three days) and to the language of the LBA.

(2) Who was paying the Respondent's fees

210 In the present case, BKR was paying the Respondent. The various cheques made out in satisfaction of the Respondent's fees were signed by BKR.²⁸⁴ However, my earlier finding that the Respondent knew of the possible undue influence of BKR by AUT is relevant in this context. If the circumstances from the Respondent's perspective were objectively such that BKR's ostensible instructions reflected AUT's intentions rather than BKR's own, the Respondent would have known that AUT was effectively his client.

(3) Respondent's past dealing with AUT

211 Regarding this issue, the DT found it "undisputable that AUT neither paid the Respondent's fees nor had a contractual relationship in the past": Determination at [186]. The Applicant contends that the Respondent had taken

²⁸⁴ Cheques from BKR to FKL dated 28 October 2010, 18 November 2010, 27 January 2011, 24 June 2011, 16 March 2012, 19 December 2013, 18 September 2014, 18 December 2014; ROP Vol 4 at p 448, 451, 455, 462, 465, 474, 485, 490.

instructions from AUT on two matters. One related to her late father's estate,²⁸⁵ for which there were several executors including AUT, and taken instructions chiefly from AUT.²⁸⁶ The other related to a plan concerning the 2007 UBS Trust.²⁸⁷ Nevertheless, no evidence of a formal contract or that AUT paid the Respondent's fees for these matters was brought to my attention. While the Applicant could argue the two transactions were earlier implied retainers, I think it is more consonant with the circumstances to recognise that the two instances of giving and taking instructions arose out of the same overall matrix that started from May 2010, consistent with my analysis at [198]–[210]. I accept the DT's position therefore. This factor, however, is not determinative. As I have mentioned at [210], BKR's lack of capacity led to a situation where AUT was able to give instructions while the formal contractual relationship existed between BKR and the Respondent.

(4) Independent legal advice and qualification

212 Regarding the last two factors of *Lee Suet Fern*, it is not disputed that the Respondent had not qualified that he was acting only for BKR and had not asked AUT to seek independent legal advice.

(5) Conclusion on the implied retainer

213 In the light of the six relevant factors, I hold that there was an implied retainer between AUT and the Respondent. From the standpoint of a putative solicitor, having had notice that AUT might be influencing BKR to make certain ostensible decisions, the solicitor would, upon receiving direct correspondence

²⁸⁵ Briefing Note at p 1, ROP Vol 3A at p 6468.

²⁸⁶ DT NE 27 February 2024 at p 160 ln 7 to p 161 ln 14, ROP Vol 6 at pp 399–400.

²⁸⁷ Emails between Respondent and AUT in October 2010, ROP Vol 3A at pp 6725, 6726–6727, 6733 and 6734.

from AUT, objectively have perceived AUT as a client rather than an agent for BKR. From the perspective of a putative client, the Respondent was constantly taking steps to implement and protect the Trust arrangement which was beneficial to the putative client, keeping the putative client in the loop of related developments, and taking instructions from the putative client on certain matters for the Trust. It would have been reasonable for any putative client in the shoes of AUT to have perceived the Respondent as their solicitor. Therefore, the Respondent has acted for two clients with diverse interests.

Respondent's breach of duties

214 There are four alleged breaches within Charge 7A: (a) the act of advising BKR and AUT concurrently; and the failure (b) to inform BKR to obtain independent legal advice, (c) to advise BKR of the potential conflict of interests, and (d) to advise BKR of the Respondent's duties if such a conflict arose.

(1) Duty to decline to act for BKR

215 Breaches (a) and (b) are related. The alleged breach of advising BKR and AUT concurrently is rooted in r 30(1) PCR, which makes clear that a solicitor should decline to advise a person whose interests are opposed to his client and inform them to obtain independent legal advice: see *Uthayasurian* at [47]. Jeffrey Pinsler SC, *Ethics and Professional Responsibility: A Code for the Advocate and Solicitor* (Academy Publishing, 2007) at para 16-007, cited in *Uthayasurian*, states: "any interest which would prevent the advocate and solicitor from acting in the best interests of any client would be *sufficient to bar the advocate and solicitor from acting for multiple clients*" [emphasis added]. Since both BKR and AUT were the Respondent's clients, r 30(1) would have enjoined the Respondent to inform BKR or AUT to obtain independent legal advice, *and* to decline to continue acting for either of them.

216 The Applicant’s submission is that the Respondent should have declined to act for BKR.²⁸⁸ I accept this submission as r 30(1) of the PCR does not mandate which client should remain. It focuses on the avoidance of a multiple-client situation wherein one or more of the client’s interests would be compromised. It is quite plain that the Respondent did not decline to act for BKR even when he had acted for AUT, as is clear from his continuous stream of invoices billed to BKR from late 2010 to late 2014.²⁸⁹

(2) Duties to advise on the conflict of interests

217 The duties listed at (c) and (d) are to advise BKR of the potential conflict of interests, and to advise BKR of the Respondent’s duties if such a conflict arose, under r 28 of the PCR. Given that BKR lacked mental capacity, BKR would not have understood any advice on the conflict of interests at play. These elements of the charge are not apt. I deal with this at [248].

The Group 6 Charges

218 As mentioned at [109] and [112(d)], the Group 6 charges are different from the other groups, and comprise either simple disobedience or simple disobedience coupled with the duty to act diligently for the client. In respect of the disobedience of SDJ Foo’s orders *simpliciter*, Charge 6 rests on the “grossly improper conduct” limb of s 83(2)(b) of the LPA 2009. It reads as follows:

That you, Mr Wong Tien Leong William, are guilty of improper conduct in the discharge of your professional duty within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed) in that, sometime between 11 December 2012 to 1 October 2013, you *disobeyed and/or acted in breach of an Order of Court and/or the Judgement by Senior District Judge Foo Tuat Yien dated 11 December 2012*, where the Court had:

²⁸⁸ AWS at para 116.

²⁸⁹ Invoices dated 14/10/2010, ROP Vol 4, p 446 and 11/12/2014, ROP Vol 4, p 486.

- (a) Found that [BKR] was unable to make decisions for herself in relation to her property and affairs because of an impairment or a disturbance in the functioning of her mind or brain;
- (b) Found that [BKR] lacked the capacity to instruct solicitors and the capacity to litigate;
- (c) Ordered that [AUR] and [CY] be appointed as [BKR's] joint deputies (the "Joint Deputies") to make all decisions on her behalf in relation to her property and affairs; and
- (d) Ordered that the Joint Deputies be authorised to appoint, instruct, nominate or employ solicitors on behalf of [BKR];

By:

- (i) *Purporting to act for and/or advise [BKR] in relation to her property and affairs without reference to or authorisation from the Joint Deputies; and/or*
- (ii) *Purporting to take instructions from [BKR] when she did not have the capacity to provide such instructions; and/or*
- (iii) *Refusing to take instructions from the Joint Deputies and to comply with the Joint Deputies' requests for copies of all bills issued by you to [BKR] and the terms and conditions of your purported engagement.*

[emphasis added]

Charge 6A rests on s 83(2)(h) of the LPA 2009.

219 Charges 6B to 6D, which concern the failure to advance BKR's interests by breaching SDJ Foo's orders, add "failed to use all reasonably available legal means consistent with your retainer to diligently, competently and properly advance the interests of your client, [BKR], *by disobeying [...]*" [emphasis added]. Further, Charge 6C, which is the "improper conduct" iteration, rests on a breach of r 12 read with r 2(2)(c) of the PCR.

The DT's decision

220 The Applicant relied on three categories of misconduct by the Respondent to prove the Group 6 charges: Determination at [161] and [167]. The first was acting for, advising, or taking BKR's instructions on the MCA

proceedings, which included reporting SDJ Foo’s judgment and order to BKR, reviewing them with BKR, WongP and BKR’s HK lawyer, and briefing BKR on the “significant flaws” in the decision.²⁹⁰ The second was for advice regarding BKR’s Deutsche Bank account.²⁹¹ The third was declining the Joint Deputies’ request for the Trust documents and his bills.²⁹²

221 The DT disagreed that any of the three actions breached SDJ Foo’s orders. First, it was the WongP team and not the Respondent that represented BKR in the MCA proceedings; the Respondent, having been instructed to set up the Trust, was naturally approached for his input for proceedings relating to the Trust: Determination at [165]. Second, the Respondent was merely “assisting an elderly client to speak to [the] CAD” on the Deutsche Bank account: at [171]. Finally, regarding the requests for the Trust documents, the DT took the view that JC Trust Ltd was a BVI-based entity and that SDJ Foo’s orders were not binding under BVI law; the Respondent was merely “assisting a foreign entity” and did not breach SDJ Foo’s orders: at [168]–[169]. In relation to the invoices, the DT accepted the Respondent’s claim that he spoke to BKR about the request and that BKR confirmed that she did not want to disclose the documents without her express permission: at [174]. The DT cited the part of SDJ Foo’s order which stated that the “Deputies [did] not have the authority to make a decision on behalf of BKR in relation to a matter if the Deputies know or have reasonable grounds for believing that she has capacity in relation to the matter”: at [173]. Thus, the DT held, it was open to the Respondent to maintain that the Joint Deputies did not have authority: at [174].

²⁹⁰ DT ACS at para 749, ROP Vol 4 at pp 1409–1410.

²⁹¹ DT ACS at para 762, ROP Vol 4 at p 1413.

²⁹² DT ACS at paras 752–761, ROP Vol 4 at pp 1410–1413.

The parties' positions

222 In relation to the Respondent's advice on the MCA proceedings, the Applicant argues that the DT erred in finding no breach on the basis that WongP had conduct of litigation, as the Respondent had also advised and acted for BKR in connection with the MCA proceedings,²⁹³ billing her for his work on the appeal against SDJ Foo's orders.²⁹⁴ The Respondent, on the other hand, echoes the DT's view that it was WongP that acted for BKR in pursuing the appeal against *BKR (DC)*,²⁹⁵ and that his work was limited to briefing and reporting matters.²⁹⁶ Further, the Respondent argues that he only issued the invoices to BKR after the appeal against *BKR (DC)* was allowed, when SDJ Foo's orders were no longer in force.²⁹⁷

223 As regards the Deutsche Bank moneys, the Applicant points out that the DT, in holding that "assisting an elderly *client* to speak to CAD on the phone" [emphasis added] was not a breach of the court orders, implicitly recognised that the Respondent acted for BKR.²⁹⁸ The Respondent repeats the DT's findings and further submits that, even if taking the CAD call could amount to a technical breach of SDJ Foo's orders, this was a *de minimis* breach.²⁹⁹

224 As for the denial of the Joint Deputies' requests for the Trust documents, the Applicant submits that the Respondent: (a) knew that SDJ Foo found that

²⁹³ AWS at paras 149–150.

²⁹⁴ AWS at para 150.

²⁹⁵ RWS at para 98.

²⁹⁶ RWS at para 101.

²⁹⁷ RWS at para 104.

²⁹⁸ AWS at para 154.

²⁹⁹ RWS at para 128.

BKR lacked capacity; and (b) knew that the Joint Deputies were appointed to make decisions on BKR's behalf. The Respondent therefore should not have worked with JC Trust Ltd and Maples and Calder (in his capacity as BKR's solicitor) to deny the Joint Deputies' requests.³⁰⁰ The Respondent justifies his non-compliance on two fronts. First, the Respondent relies on a letter from Maples and Calder (*qua* solicitors for JC Trust Ltd) to SLB (*qua* solicitors for the Joint Deputies), containing a response to the Joint Deputies' request for information (which was premised on the assumption that JC Trust Ltd carried on trust businesses in Singapore), stating that "[o]ur client had not carried out any Trust Business in Singapore".³⁰¹ If JC Trust Ltd is not bound to comply with the Joint Deputies' request, then, the Respondent argues, "whatever the Respondent did would not amount to undermining the administration of justice".³⁰² The Respondent then reiterated the DT's findings on BVI entities not being bound by Singapore law.³⁰³ Second, based on the Respondent's invoice, he denied the requests related to the Trust "on the basis that there was an ongoing appeal".³⁰⁴

225 On the request for invoices, the Applicant submits that the DT's reasoning was flawed as the Respondent adduced no evidence to prove that the Joint Deputies knew or had reasonable grounds to believe that BKR had capacity to refuse the Respondent's disclosure of the bills.³⁰⁵ The Respondent

³⁰⁰ AWS at para 153.

³⁰¹ Letter from SLB to Maples and Calder dated 24 January 2013 at para 2, ROP Vol 3A at p 8665; Letter from Maples and Calder to SLB dated 8 February 2013 at para 5(a), ROP Vol 3A at p 8667.

³⁰² RWS at para 118.

³⁰³ RWS at para 108.

³⁰⁴ Invoice 12 December 2013 at para 30, ROP Vol 4 at p 472.

³⁰⁵ AWS at para 156–157.

agrees with the DT’s view on the limits to SDJ Foo’s orders, in that the order did not authorise the Joint Deputies to act if they knew or had reasonable grounds for believing that BKR had capacity for a certain matter.³⁰⁶ Further, the Respondent argues that the invoices should not be given when the appeal against *BKR (DC)* was pending, since they contained detailed attendances recorded by him which could have affected the appeal.³⁰⁷

226 The Applicant further makes the point that even if the Respondent did not think he was breaching SDJ Foo’s orders, he should have sought clarification from the court on the scope of the orders or sought permission from court to continue taking instructions from BKR.³⁰⁸ This was supported by the case of *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC* [2007] 2 SLR(R) 518 (“*Pertamina*”), where the solicitor was involved in an application for a garnishee order in breach of an exception in a *Mareva* injunction in force at the time.³⁰⁹ The Court of Appeal held that any reasonable lawyer in that solicitor’s position ought to have realised that there was “at least a potential legal difficulty in respect of his actions that might even constitute an act in contempt of court” and apply to court “to clarify the position and thereby receive the necessary permission” to proceed: *Pertamina* at [81].

³⁰⁶ RWS at paras 134.

³⁰⁷ RWS at para 135.

³⁰⁸ DT ACS at paras 765–767, ROP Vol 4 at pp 1414–1415.

³⁰⁹ DT ACS at para 766, ROP Vol 4 at pp 1414–1415.

Analysis

Charges 6 and 6A

227 In my judgment, there was clear disobedience of SDJ Foo’s orders when the Respondent undertook work on the appeal in the MCA proceedings and declined the Joint Deputies’ requests for the Trust documents, his invoices, and the terms of his engagement by BKR.

228 In respect of the appeal against *BKR (DC)*, the disobedience lay in purporting to take instructions from BKR for the appeal when BKR had already been pronounced incapable of instructing solicitors. The Respondent’s attempt to characterise the work he did for BKR as ancillary to WongP belied two entries in his invoice:³¹⁰

27. Teleconference with Wong Partnership, [BKR’s HK lawyer] and you to discuss and review the Senior District Judge’s grounds of decision, noting her *lack of basis for many of her findings and pronouncements* and that there was ample reason to argue in an appeal that she *erred both in law and in fact*.

...

29. Reviewing all the submissions and briefing you on the same over the phone, pointing out the [*sic*] *Wong Partnership had identified significant flaws* in the Senior District Judge’s decision.

[emphasis added]

229 These invoice references relate to substantive advice rendered to BKR for her to make an assessment as to the likelihood of a successful appeal. That the WongP solicitors were the ones who appeared on BKR’s behalf in the proceedings does not detract from the fact that, in the background, the Respondent was also undertaking work for BKR on the proceedings. As the

³¹⁰ Invoice 12 December 2013 at paras 27 and 29, ROP Vol 4 at p 472.

Applicant submits, the bills were indisputable proof. While the Respondent argues that the invoices were only issued after *BKR (HC)*, this entirely misses the point. The point is not about when the *invoices* were rendered, but when the Respondent *in fact acted* for BKR.

230 Next, in turning down the Joint Deputies' requests for the Trust documents, the Respondent disobeyed SDJ Foo's order authorising the Joint Deputies to "instruct ... solicitors" to take certain legal actions *vis-à-vis* BKR's property.³¹¹ The Respondent's two arguments justifying his non-compliance are unsustainable. First, his position that the Trust documents need not be disclosed because the trust businesses were conducted in BVI is a technical excuse that is not helpful to the court. SDJ Foo's order envisaged subsequent work to enable its extra-territorial effect.³¹²

12. To *apply in a foreign jurisdiction to register this judgment or any other judgment or order (or issue a writ at common law and apply for summary judgment) to enforce a Singapore judgment.*

[emphasis added]

Moreover, it was disputed whether JC Trust Ltd did carry on trust businesses in Singapore: SLB (solicitors for the Joint Deputies) and Maples and Calder (representing JC Trust Ltd) exchanged emails on the same.³¹³

231 Reference to *Pertamina* is apt on this point. There was clearly a potential legal difficulty over whether the Trust documents came within the ambit of SDJ

³¹¹ Order of SDJ Foo dated 11 December 2012 at para 5(c)(ii)(1), ROP Vol 4 at p 936.

³¹² Order of SDJ Foo dated 11 December 2012 at para 5(c)(ii)(12), ROP Vol 4 at p 940.

³¹³ Letter from SLB to Maples and Calder dated 24 January 2013 at para 4, ROP Vol 4 at p 927; Letter from Maples and Calder to SLB dated 8 February 2013 at para 5(a), ROP Vol 4 at p 929.

Foo's order. The Respondent ought to have clarified the position with the court, rather than risk contempt of court.

232 The second justification by the Respondent, that there was an ongoing appeal, likewise must fail. The Court of Appeal in *Pertamina* was clear that court orders are to be obeyed until such time they are discharged, at [82]:

82 The following observations in a leading textbook are also apposite (see *Hoyle* ([77] *supra* at para 9.17):

It is no defence to contempt proceedings to allege that the order should not have been made, or has been discharged. **An order of the court must be obeyed while it stands**, and a breach is still contempt even if, at a later stage, the order is in fact discharged. *The same principle applies if the original order was wrongly made; the defendant's remedy is to apply for its immediate discharge while keeping to its terms.* [emphasis added]

[emphasis in original in italics; emphasis added in bold italics]

233 Finally, in declining the Joint Deputies' request for his invoices and the terms of his engagement by BKR, the Respondent also disobeyed SDJ Foo's order authorising the Joint Deputies to "instruct ... solicitors" to take certain legal actions *vis-à-vis* BKR's property.³¹⁴ The documents were sought by the Joint Deputies with the express aim of recovering the fees paid by BKR to the Respondent.³¹⁵ On the invoices, the Respondent made a bare assertion that BKR would not waive privilege. Further, while the terms of the engagement letter were expressly sought from the Respondent, together with the invoices, the Respondent in his (solicitor's) reply addressed only the invoices to the exclusion of the engagement letter.³¹⁶

³¹⁴ Order of SDJ Foo dated 11 December 2012 at para 5(c)(ii)(1), ROP Vol 4 at p 936.

³¹⁵ Letter from SLB to R&T dated 10 January 2013 at para 6, ROP Vol 4 at p 930.

³¹⁶ Letter from FKL to SLB dated 18 January 2013, ROP Vol 4 at p 942.

234 Therefore, I am of the view that the Respondent's conduct in relation to work for the MCA proceedings and the various requests of the Joint Deputies amounted to a *prima facie* breach of court orders. This is despite his duty as an officer of the court to assist in the administration of justice.

235 I would mention that in the analysis above, I do not include the CAD phone call. The Respondent's evidence was that he picked up CAD's call by happenstance when visiting BKR, and after BKR requested for his assistance on the spot.³¹⁷ More importantly he expressly deferred to the Joint Deputies and the High Court, responding that "[BKR's] deputies were still in charge but [BKR's] appeal judgment was impending and if CAD could wait 48 hours, it would become clear who they should be taking instructions from".³¹⁸

Charges 6B to 6D

236 Charges 6B to 6D add an additional element, namely that the disobedience of court orders in this case was a failure to advance BKR's interests. In my view, these charges are made out because there was already a court finding that BKR lacked capacity to instruct solicitors, yet the Respondent continued to taking instructions from her. His knowledge of her mental incapacity is pertinent here as it evinces an indifference as to what could objectively be in BKR's best interests (as determined by the court). Further, it was not in BKR's interests to have *prolonged* proceedings and incurred fees in this process when pronouncements have already been made on her capacity. Accordingly, I am satisfied that there was a *prima facie* breach of r 12 of the PCR as the Respondent failed to advance BKR's interests, and that this also

³¹⁷ DT NE 5 March 2024 at p 87 ln 14–26, ROP Vol 6 at p 1484.

³¹⁸ Invoice 12 December 2013 at para 35, ROP Vol 4 at p 472.

amounted to grossly improper conduct and conduct unbefitting an advocate and solicitor.

The Charges in Groups 1 and 2

237 The Charges in Groups 1 and 2 are based on the duties of a solicitor to make full and frank disclosure of his interest in a matter to his client and to inform his client of any adverse interest. The interest alleged was that the corporate trustee for the Trust, JC Trust Ltd, was wholly owned by KS Ltd, of which the Respondent was a director.

238 Charge 1A reads:

That you, Mr Wong Tien Leong William, are guilty of improper conduct or practice as an advocate and solicitor within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), having breached Rule 26, read with Rule 2(2)(b) and/or 2(2)(c) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed), in that you failed to make full and frank disclosure of your interest in matters entrusted to you by your client, [BKR], in connection with a trust, whose appointed corporate trustee was [JC Trust Limited], a wholly owned subsidiary of [KS Ltd] of which you were a director, and you represented and/or continued representing her in respect of the same.

239 Charge 2A reads:

That you, Mr Wong Tien Leong William, are guilty of improper conduct or practice as an advocate and solicitor within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), having breached Rule 27(a), read with Rule 2(2)(b) and/or 2(2)(c) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed), in that you represented and/or continued to represent your client, [BKR], where your interests were adverse to your client's interests, by purporting to act for and advise your client in connection with a trust:

(a) Whose appointed corporate trustee was [JC Trust Ltd], a wholly owned subsidiary of [KS Ltd], of which you were a director; and

(b) Which had no discernible benefit to your client, [BKR], and/or left her worse off than had she not set it up;

despite you having failed to fully inform your client of your adverse interests, to advise your client to seek independent legal advice and/or to obtain your client's consent to you acting and/or continuing to act on her behalf.

240 Rules 26 and 27(a) of the PCR require a solicitor to make full and frank disclosure wherever he has an interest in any matter entrusted to him by a client, and to decline to represent the client if his interest is adverse to the client's interest, unless the client having been fully informed and advised to seek independent legal advice consents to the continued representation.

The DT's decision

241 The DT appeared to accept the Applicant's characterisation of the Group 1 Charges as being based on the following two elements: (a) the Respondent had an interest in establishing the Trust; and (b) the Respondent failed to make full and frank disclosure to BKR of such interest: Determination at [79]. The DT held that (a) there was no evidence that the Respondent benefitted from the setting up of the Trust or any interest adverse to BKR; and (b) as BKR was aware that the Respondent was a director of KS Ltd, full and frank disclosure had been made: Determination at [80]–[99].

Analysis

242 The DT approached these charges on the basis that mental capacity had not been proven. I approach these charges from the opposite direction, taking as context the prior decision of the Court of Appeal: see above at [100]. Given that the Respondent had sufficient awareness of BKR's lack of mental capacity, full and frank disclosure would not have been an appropriate way to deal with the matter. The duty of disclosure is premised on the assumption that the client is

capable of comprehending the disclosure. A client who is unable to understand, retain, or weigh information regarding his solicitor's interests cannot properly be said to have been informed of such interests. The Group 1 and 2 charges are therefore not apt and I do not refer them to the C3J.

The Group 3 Charges

243 Charge 3A relates to the interests of the Respondent, Mr Z and JC Trust Ltd in the setting up of the Trust. It is grounded on a breach of s 83(2)(b) of the LPA 2009, read with rr 25(a) and 25(b) of the PCR, and rr 2(2)(b) and 2(2)(c) of the same. It reads:

That you, Mr Wong Tien Leong William, are guilty of improper conduct or practice as an advocate and solicitor within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), having breached Rule 25(a) and/or Rule 25(b), read with Rule 2(2)(b) and/or 2(2)(c) of the Legal Profession (Professional Conduct) Rules (Cap. 161, R1, 2010 Rev Ed), in that you failed to advance the interests of your client, [BKR], unaffected by your interests and/or the interests of other persons, being [JC Trust Ltd], [KS Ltd] and/or [Mr Z], by purporting to act for and advise your client in connection with a trust:

(a) Whose appointed corporate trustee was [JC Trust Ltd], a wholly owned subsidiary of [KS Ltd], of which you were a director and [Mr Z] was the Chairman of the Board of Directors; and

(b) Which had no discernible benefit to your client, BKR, and/or left her worse off than had she not set it up.

244 Rules 25(a) and 25(b) of the PCR require a solicitor to advance his client's interest unaffected by his own interests and those of any other person.

The DT's decision

245 The DT appeared to accept the Applicant's characterisation of the Group 3 Charges as having the following elements: (a) the Respondent acted for and

advised BKR in connection with the Trust; (b) the Respondent, JC Trust Ltd, KS Ltd, and Mr Z had interests in establishing the Trust; and (c) the Respondent failed to advance BKR's interests unaffected by those of his own, JC Trust Ltd, KS Ltd, and Mr Z: Determination at [108].

246 The first element was undisputed: Determination at [109]. The part of the second element pertaining to the Respondent's interest failed on the same grounds as the Groups 1 and 2 charges: at [110]. The DT further found that the second element failed with respect to JC Trust Ltd, KS Ltd, and Mr Z, as r 25(b) of the PCR was targeted at conflicts of interest between multiple clients, and they were not the Respondent's clients: at [112]–[113]. The third element failed for several reasons. First, BKR approached the Respondent precisely because she knew he was affiliated with Mr Z; it was not as if he sought to “court BKR's business” and deliberately concealed his role with JC Trust Ltd, KS Ltd, and Mr Z: at [115]. Second, the invoices which the Applicant relied on did not show that the Respondent took instructions from Mr Z: at [117]. There was one entry in the Respondent's invoice (dated 20 January 2011) indicating that he spoke to Mr Z on 9 December 2010 to clarify BKR's instructions,³¹⁹ but the DT found this to have been “a single incident out of the numerous instructions that were subsequently taken by the Respondent directly from BKR”: at [120]. Third, the Applicant did not call the necessary representatives of JC Trust Ltd and KS Ltd, and Mr Z, to give evidence: at [116]. The Respondent “vehemently denied” taking instructions from Mr Z, and the only other person who could confirm whether Mr Z gave instructions was Mr Z himself: at [121].

³¹⁹ Invoice 20 January 2011 at para 9, ROP Vol 4 at p 453.

Analysis

247 I find that there is insufficient evidence of failure to advance BKR's interests unaffected by Mr Z, JC Trust Ltd, and KS Ltd. The disadvantages of the Trust arrangement identified by the Applicant were the same as those discussed for the Group 4 charges, namely that the Trust did not confer on BKR a discernible benefit and instead benefitted AUT. This did not mean that the Respondent was "affected" by the interests of *Mr Z, JC Trust Ltd or KS Ltd in particular*. In my view, the Respondent's act of advancing the Trust on terms unfavourable to BKR and favourable to AUT goes towards showing that the Respondent was affected by *AUT's* interests, rather than those of Mr Z, JC Trust Ltd, and KS Ltd. While parts of the Respondent's invoices mention Mr Z, these were insufficient evidence of the Respondent taking instructions from Mr Z. It would not be safe to conclude, on a *prima facie* basis, that the Respondent had failed to advance BKR's interests unaffected by his own interests or those of Mr Z, JC Trust Ltd or KS Ltd.

The charges to be referred to the C3J

248 Broadly, Groups 5, 4, 7 and 6 in their alternatives may be referred to the C3J. Nevertheless, I have highlighted areas in which the charges may be too broad: see [173], [187] and [217] above. These aspects should be deleted within each respective charge within their respective groups.

Ability of the Court to amend charges

249 Counsel were given leave to submit on my power to amend the charges. Both counsel focused on ss 97(4)(a) and (b) of the LPA: this was set out earlier at [53]. The Applicant's submission is that the court has the power to amend the charges as appropriate, upon hearing an application under s 97 of the LPA and

making an order under s 97(4)(b)(i) for the matter to be advanced to the C3J.³²⁰ This is because s 97(4)(b)(i) does not limit the scope of what the Judge advances to the C3J; the Judge has the power to decide what charges may be advanced based on which charges were proven, and whether cause of sufficient gravity exists based on the proven charges.³²¹ While *Andrew Loh* states (at [33]) that the judge’s powers under s 97(4)(b) of the LPA are limited to ordering that the matter be advanced to the C3J, that the DT rehear and reinvestigate the matter, or that a different DT do so, a Judge is not prevented from ordering that a matter be advanced to the C3J on the basis of amended charges.³²² The Respondent, on the other hand, contends that the court has no power to amend the charges.³²³

250 The cases relied upon by the Respondent, *Rai Vijay Kumar v Law Society of Singapore* [2025] 5 SLR 111, and *Iskandar bin Rahmat v Law Society of Singapore* [2021] 1 SLR 874, do not concern the amendment of charges. Both highlight the power of the court to advance the case to the C3J under s 97(4)(b)(i), which is the order that is envisaged in the present case.

251 In my judgment, the issue is resolved by [32] and [33] of Menon CJ’s judgment in *Andrew Loh*. As explained at [32] of *Andrew Loh*, s 97(4)(a) makes clear that I am not restricted in making any findings that the DT should have made. In this context, the salient issue in amending the charges is that of procedural fairness and whether any prejudice to the Respondent would arise. In the present case, any amendment would only involve deletion of parts of charges, and thus, no prejudice would arise. This distinguishes this case from

³²⁰ Applicant’s Further Submissions dated 28 January 2026 (“AFS”) at para 22.

³²¹ AFS at para 26.

³²² AFS at para 25.

³²³ Respondent’s Further Submissions dated 28 January 2026 (“RFS”) at para 16.

Law Society of Singapore v Constance Margreat Paglar [2021] 4 SLR 382, cited by the Respondent.³²⁴ There the C3J was concerned with holding the respondent accountable for a *graver* charge than that with which she was charged: see [33]–[36]. In the present case, any amendments will reduce the charges to a smaller scope. No prejudice would arise from my finding that a *prima facie* case has been made out on these reduced charges. The issue that next follows is the *order* that I make. On this [33] of *Andrew Loh* makes clear that it should be one of the three orders specified in s 97(4)(b). Therefore, the appropriate order, which occasions the Respondent no prejudice, is an order under s 97(4)(b)(i) that the Applicant make an application under s 98 of the LPA, *to advance the matter to the C3J on the basis of the amended charges*. I therefore deal with the deletions to the specific charges below.

Amendments to Groups 5, 4, 7

252 I reflect the deletions here for the primary or most serious charge within each Group, because if the primary charge is made out, the alternative charges would fall away as a matter of course: see *Andrew Loh* at [85]; *Allan Chan* at [25]. The same amendments are to apply to each charge within each affected Group.

253 Charge 5 as amended (with amendments in strikethrough):

That you, Mr Wong Tien Leong William, are guilty of grossly improper conduct in the discharge of your professional duty within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), in that you failed to use all reasonably available legal means consistent with your retainer to diligently, competently and properly advance the interests of your client, [BKR], by:

(a) Purporting to act for and/or advise your client in relation to the execution of documents in connection with the setting up

³²⁴ RFS at para 14.

~~of a trust, and/or the execution of a Limited Power of Attorney dated 1 November 2010 in respect of your client's UBS account in favour of [AUT], without:~~

(i) Fully, fairly and properly advising your client on the nature, contents and effect of the above documents; and/or

(ii) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature, contents and effects of the above documents, had the requisite mental capacity to execute the above documents and/or was not subject to undue influence at the material times; and/or

(iii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same; and/or

(b) Purporting to act for and/or advise your client in connection with the transfer of her assets to a DBS bank account, without:

(i) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature and effect of her purported instructions, had the requisite mental capacity to give said instructions and/or was not subject to undue influence at the material times; and/or

(ii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same; and/or

(c) Purporting to act for and/or advise your client in connection with correspondence to your client's family members, without:

(i) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature and contents of such correspondence, had the requisite mental capacity to issue and/or give instructions for the issuance of such correspondence and/or was not subject to undue influence at the material times; and/or

(ii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same; and/or

(d) Purporting to undertake work for your client in connection with Originating Summons (Family Matters) No. 71 of 2011 ("OSF 71") and related proceedings, and to convey your client's purported instructions to WongPartnership LLP, her solicitors on record, without:

(i) Taking reasonable and/or adequate steps to ensure that your client fully understood the nature and effect of the proceedings and/or her purported instructions, had the requisite mental capacity to litigate and/or give said instructions, and/or was not subject to undue influence at the material times; and/or

(ii) Properly verifying her instructions and/or ascertaining her true wishes in relation to the same.

254 Charge 4 as amended:

That you, Mr Wong Tien Leong William, are guilty of grossly improper conduct in the discharge of your professional duty within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed) in that you failed to advance the interests of your client, [BKR], unaffected by the interests of ~~other persons, being [AUT] and/or her husband, [AI]~~, by purporting to act for and advise your client in connection with a trust:

(a) Of which [AUT] was appointed “Protector” and/or which benefitted [AUT]; and

(b) Which had no discernible benefit to your client, [BKR], and/or left her worse off than had she not set it up.

255 Charge 7 as amended:

That you, Mr Wong Tien Leong William, are guilty of grossly improper conduct in the discharge of your professional duty within the meaning of s 83(2)(b) of the Legal Profession Act (Cap. 161, 2009 Rev Ed), in that you:

(a) Purported to advise your client, [BKR], whose interests were opposed to and/or diverse to [AUT], another of your clients, whether by implied retainer or otherwise, in connection with a trust,

(i) of which [AUT] was appointed “Protector” and/or which benefitted [AUT], and

(ii) which had no discernible benefit to [BKR] and/or left her worse off than had she not set it up; and/or

(b) Failed to inform [BKR] to obtain independent legal advice; ~~and/or~~

~~(c) Failed to advise [BKR] of the potential conflict of interests; and/or~~

~~(d) Failed to advise [BKR] of your duty if such a conflict arose.~~

Conclusion

256 Accordingly, I set aside the DT's decision regarding the charges within Groups 4, 5, 6 and 7. The Applicant is to make an application under s 98 of the LPA to advance the matter to the C3J on the basis of the amended charges in Groups 5, 4 and 7, and the Group 6 charges.

257 Submissions (limited to ten pages) on costs and any consequential issues should be filed by 20 March 2026.



A handwritten signature in black ink, appearing to read "Valerie Thean".

Valerie Thean
Judge of the High Court

Sarjit Singh Gill SC, Jamal Siddique Peer, Poh Yee Shing, Suresh Viswanath, Aisyah Az Zuhra Binti Norkhalim (Shook Lin & Bok LLP) for the applicant;
Tan Kheng Ann Alvin (LVM Law Chambers LLC) (instructed), Srinivasan s/o V Namasivayam, Joel Wang Pinwen, Abigal Silva (Heng, Leong & Srinivasan LLC) for the respondent.
