

**DOREEN CHAN**

**...Plaintiff**

AND

**DR MATTHEW TAN BENG JIN**

**...Defendant**

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**(High Court of Brunei Darussalam)  
(Civil Suit No. 30 of 2023)**

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Muhammed Faisal Bin PDJLD Kol (B) DSP Haji Kefli, J.C

**Date of Ruling: 16<sup>th</sup> July 2025**

*Headnote: Freezing order – Mareva injunction – Breach – Substitution of assets without leave  
– Committal proceedings – Disclosure obligations – Orders against solicitors*

Ms S. Rozaimarlenny Binti DSLJ Hj Abdul Rahman of Messrs HLR Law for the Plaintiff.

Mr Eric Siow Kin Seong of Messrs J Cheok Eric Advocates & Solicitor for the Defendant.

**Cases cited:**

*Pertamina Energy Trading Ltd v Karaha Bodas Co LLC* [2007] 2 SLR(R) 518

*Exterian Capital (Singapore) Pte Ltd v Wong Jun Jie Adrian* [2024] SGHC 254

*Farooq Ahmad Mann v Xia Zheng* [2024] SGHC 182

*Lee Shieh-Peen Clement v Ho Chin Nguang* [2010] SGCA 34

*Iveson v Harris* [1978] 1 WLR 779

*Elmar Engineering v Allegra Mining* [1995] 3 MLJ 206

*TSB Private Bank International SA v Chabra* [1992] 1 WLR 231

**Statute:**

Order 29 Rule 1A of the Supreme Court Act

**RULING**

**Muhammed Faisal, J.C.:**

**I. INTRODUCTION**

This ruling concerns the defendant's applications to set aside two orders granted on 12 May 2025:

(a) the order granting leave to the plaintiff to apply for committal against the defendant for alleged breach of a Mareva injunction dated 29 April 2024, and

(b) the second interim injunction granted on the same date, which restrained the dissipation of the sale proceeds of a property.

The plaintiff opposes both applications, asserting that the defendant breached the Mareva injunction and remains in continuing non-compliance. The defendant contends that he complied fully with the injunction and that the subsequent applications are legally unfounded and procedurally abusive.

## **II. PROCEDURAL HISTORY**

The plaintiff commenced this suit seeking damages arising from an alleged assault committed by the defendant. On 29 April 2024, an interim Mareva injunction was granted ex parte, restraining the defendant from disposing of or dealing with assets within Brunei up to the value of BND250,000. Paragraph 4 of the injunction extended its reach to assets held not in the defendant's name but under his control and specifically included a property formerly known as EDR No. 42188.

The injunction was served on the defendant's solicitors on 1 May 2024. The defendant did not challenge or apply to vary it.

On 4 November 2024, the defendant deposited BND250,000 into the client account of his solicitors, Messrs J Cheok Eric. On 19 December 2024, a sale and purchase agreement was signed for the identified property. The transfer was registered on 14 April 2025. The plaintiff discovered this through a land search on 30 April 2025.

On 12 May 2025, this Court granted the plaintiff leave to apply for committal against the defendant and further granted a second interim injunction over the sale proceeds, along with ancillary orders requiring affidavits from the defendant and involved solicitors. The defendant now seeks to set aside both orders

Subsequently, before the ruling could be delivered, the defendant filed an affidavit in opposition dated 1 July 2025. This affidavit was filed in relation to a separate application by the plaintiff for payment of funds into court - a matter which has not yet been determined. In response, the plaintiff filed an affidavit in reply, which also addressed certain issues touching upon the present application concerning the injunction and committal.

The Court has reviewed the plaintiff's affidavit in reply. Although it raises concerns about the timing and nature of the defendant's asset disposal, the source of funds deposited, and inconsistencies with earlier affidavits, the Court finds that these matters do not materially affect the issues before it in this application. The affidavit does not alter the Court's earlier conclusions regarding the appropriateness of maintaining the second injunction and discontinuing the committal proceedings.

### **III. ISSUES FOR DETERMINATION**

1. Whether the defendant breached the Mareva injunction dated 29 April 2024.
2. Whether the second interim injunction dated 12 May 2025 ought to be maintained.
3. Whether the order granting leave to apply for committal ought to be set aside.
4. Whether the orders requiring disclosure and affidavits from the defendant and his solicitors were properly granted.

### **IV. TEXT OF PARAGRAPHS 3 AND 4 OF THE MAREVA INJUNCTION**

#### **Paragraph 3:**

*"Until the return date or further order of the Court, the Defendant, Matthew Tan Beng Jin, by himself, his agents, or servants or otherwise, be restrained, and must not move from the jurisdiction of Brunei Darussalam or in any way dispose of, deal with, or diminish the value of any assets which are located in Brunei Darussalam up to the value of BND250,000.00."*

#### **Paragraph 4:**

*"Paragraph 4 applies to all the defendant's assets whether or not they are in his own name and whether they are solely or jointly owned. For the purpose of this Order, the defendant's assets include any asset which he has the power, directly or indirectly, to dispose of or deal with as if it were his own. The defendant is to be regarded as having such power if the third party holds or controls the asset in accordance with his direct or indirect instructions. This prohibition includes the following assets:*

*a) The property formerly known as EDR No. 42188 Lot No. 50474."*

### **V. PLAINTIFF'S POSITION**

The plaintiff submits that the Mareva injunction clearly restrained the defendant from disposing of assets in Brunei up to the value of BND250,000, and that Paragraph 4 of the order extended this prohibition to assets held by or under the control of the defendant, including the property held via his nominee. The injunction expressly listed the property in question.

The plaintiff argues that the defendant breached the injunction by selling the restrained property without first obtaining the Court's leave or informing the plaintiff. The deposit of BND250,000 into his solicitor's account, though made on 4 November 2024, was not disclosed until after the plaintiff discovered the sale through a land search in April 2025. No variation of the injunction was ever sought. The plaintiff characterises this conduct as a deliberate circumvention of the order.

In support of her position, the plaintiff cites several authorities. In *Pertamina Energy Trading Ltd v Karaha Bodas Co LLC* [2007] 2 SLR(R) 518, the Singapore Court of Appeal held that a party who knows of a court order must comply with its terms until such time as it is set aside or varied, and that reliance on legal advice is not a defence to a finding of contempt. In *Exterian Capital (Singapore) Pte Ltd v Wong Jun Jie Adrian* [2024] SGHC 254, the court emphasised the strict obligation to comply with a freezing order and clarified that conduct which circumvented the order, even if asset value was preserved, still constituted a breach.

The plaintiff further cites *Farooq Ahmad Mann v Xia Zheng* [2024] SGHC 182, where the Singapore High Court accepted that Mareva relief may extend to proceeds of sale if done in breach of an existing restraint, and *Lee Shieh-Peen Clement v Ho Chin Nguang* [2010] SGCA 34 on the importance of preserving the utility of a prospective judgment.

As for the committal, the plaintiff contends that the defendant has failed to comply with the disclosure terms in the May 2025 order and that his conduct warrants sanction.

## **VI. DEFENDANT'S POSITION**

The defendant denies any breach of the Mareva injunction. He submits that Paragraph 3 of the order only restrained dealings with assets to the extent that the total value of the defendant's assets within Brunei fell below BND250,000. Paragraph 4, he contends, was merely definitional and did not amount to a separate prohibition.

He maintains that he acted to comply with the order by depositing BND250,000 into his solicitor's client account on 4 November 2024, before any sale occurred. He states that he provided irrevocable instructions that the deposit be used to satisfy any future damages, costs, or legal fees awarded to the plaintiff. This, he argues, maintained compliance at all times.

The defendant argues that the plaintiff's subsequent applications are based on a misinterpretation of the injunction. He criticises the second injunction and the committal leave as being premature and abusive, noting that the plaintiff acted without making proper inquiries and failed to disclose material facts to the Court.

He further submits that the committal proceedings are futile, as he has since been deported and is beyond the enforcement jurisdiction of the Court. Orders made against his solicitors are said to be irregular, as they are non-parties.

The defendant relies on *Iveson v Harris* [1978] 1 WLR 779, which held that courts cannot grant injunctions against non-parties without properly joining them, and *Elmar Engineering v Allegra Mining* [1995] 3 MLJ 206, which clarified that Order 29 Rule 1A applies only where a prior order for affidavit of assets has been made. He also invokes *TSB Private Bank International SA v Chabra* [1992] 1 WLR 231 to argue that the Chabra jurisdiction must be carefully applied, and only where third parties are shown to be holding assets beneficially owned by the defendant.

## **VII. ANALYSIS AND FINDINGS**

The central issue turns on the proper interpretation of Paragraphs 3 and 4 of the 29 April 2024 Mareva injunction. I accept the plaintiff's argument that these provisions must be read together. Paragraph 4 does not merely define "assets"; it expressly states that the prohibition includes the specified property. The naming of the property gives it elevated significance and renders it subject to restraint.

The defendant was not at liberty to dispose of the property without first seeking the Court's leave or notifying the plaintiff. His failure to do so constitutes a technical breach of the injunction. However, I am satisfied that the deposit of BND250,000 into the solicitors' client account prior to the sale does show an intention to preserve value within the jurisdiction. The issue arises not from the absence of value, but from the lack of disclosure and unilateral substitution of assets, which undermines the integrity of court orders.

On the second injunction, I am satisfied that the plaintiff acted promptly upon discovering the sale. Her concern that the sale proceeds might be dissipated is legitimate, particularly as she claims damages exceeding BND480,000. The continuation of the interim injunction over the proceeds is therefore warranted.

As for the committal, I find that while the defendant's conduct amounts to non-compliance, it does not rise to the threshold of willful disobedience that justifies a committal order. He deposited the requisite sum and claims to have acted on legal advice. Further, practical enforcement difficulties due to his absence from the jurisdiction weigh against continuing the committal process.

I also accept that the orders requiring the defendant to file an affidavit disclosing details of the sale and proceeds were justified under Order 29 Rule 1A. However, the orders directed at his solicitors raise procedural concerns, as they are not joined parties. While limited disclosure may be sought where third parties hold assets on behalf of a defendant, care must be taken to avoid backdoor disqualification of counsel.

## **VIII. DISPOSAL**

For the reasons above, I make the following orders:

1. The defendant's application to set aside the interim injunction dated 12 May 2025 is dismissed. The injunction shall remain in force.
2. The defendant's application to set aside the leave to apply for committal is allowed. The committal proceedings are hereby discontinued.
3. Paragraph 3(a) of the 12 May 2025 order, requiring the defendant to file an affidavit disclosing the proceeds of the sale, is to remain in force.

4. Paragraph 3(b), requiring affidavits from solicitors, is to be set aside, save that the plaintiff may apply separately for limited third-party disclosure supported by proper grounds and notice.
5. There shall be no order as to costs at this stage, pending the outcome of the assessment of damages.

**MUHAMMED FAISAL BIN PDJLD KOL (B) DSP HAJI KEFLI**  
Judicial Commissioner