

PRESS STATEMENT

This morning Andrew Ang, J dismissed my second application for discharge from bankruptcy. It had come before him byway of appeal from the decision of the Assistant Registrar who had earlier dismissed the application.

The Court of Appeal, in its judgment last year dismissing my appeal on my first application, had said that if I brought in the value of the property in Johor Bahru to which I was making a claim (not part of my assets as yet), it would facilitate my discharge.

The property was valued at a selling price of S\$325,000-00.

I offered \$275,000-00 saying that if the Official Assignee had to institute proceedings in Johor to claim the property for the estate, he would be incurring costs and that, in my view, the costs would easily amount to \$50,000.00 and the net value of the property to the estate would be about \$275,000-00. I said I would offer that.

The lawyer for Goh Click Tong and Jayakumar objected to my discharge citing the reasons they had given previously on the first application without addressing the question why an additional \$275,000-00 (I had already paid \$117,000-00) was not acceptable considering Jayakumar had not pursued twelve (12) other persons from whom the debt was due.

Likewise the lawyer for the eight (8) creditors objected to my discharge citing the reasons they had given previously on the first application without addressing the question why an additional \$275,000-00 was not acceptable considering that they had not sought to enforce the judgment against two (2) other debtors and was only going against me.

With the payment of \$275,000-00 I would have paid 63.43% of all the debts due to them. The China Aviation Oil company was spared winding-up when it offered 54% of its debts.

The Judge said he could not pluck an amount from the air and decide what I should pay.

I pointed out to the Judge that that was not the case as I was giving up everything, even the property in Johor to which I had a claim and that it was for him to decide whether that was fair and reasonable after having regard to all the facts before the court.

The Judge kept saying that the creditors were saying if I could come up with \$275,000-00 I should come up with the full amount. He said that if the parties can agree, the court can then make the order.

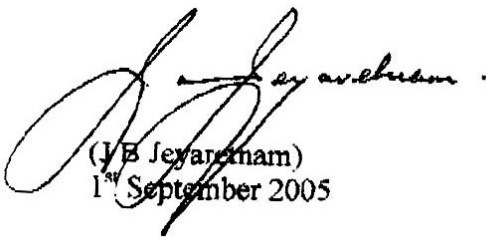
I pointed that he was abdicating his power given under section 124 of the Bankruptcy Act. He said he had difficulty in making the order I asked because I had increased my offer at every stage of my proceedings through the courts.

I asked the Judge that if he thought I should pay the full amount to make the order that I pay the full amount. He said it was not necessary for him to make that order as if I paid it, I would automatically get my discharge. However, he said he did not think I should pay the full amount but refused to say what amount I should pay. I told the Judge that he was in fact telling me to pay the debts in full but did not want to make it an Order of Court.

He proceeded to dismiss the appeal and ordered me to pay costs of \$1,000-00 each to the two parties and the Official Assignee.

I had in my press conference on the judgment of the Court of Appeal said I had not received the justice that I had a right to expect from the court. I am afraid again I have not received the justice that I had a right to expect from Andrew Ang, J

The parties had earlier applied for a stay of my appeal until the costs of my first application right up to the Court of Appeal were paid. Although the order for costs was made in November last year, the parties did not do anything until after I appealed from the Registrar's Order on my second application. Justice Andrew Ang stayed the hearing of the appeal and ordered me to pay all the costs even though I had pointed out to him that the applications were out of order. The Civil Law Act requires all such applications to be made by Motion in Open Court whereas the applications were made by way of Summons-in-Chambers. I was compelled to pay the costs before my appeal could be heard. I have paid the three parties a total of more than \$60,000-00 in costs. It is regrettable that the Court of Appeal did not consider allowing only one set of costs for all three parties when the issues were the same.



(J B Jeyaretnam)
1st September 2005

c. c. Inter-Parliamentary Union
Amnesty International
Lawyers' Rights Watch Canada
Justice Andrew Ang
Local press
Foreign news agencies

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