

**IN THE SINGAPORE INTERNATIONAL COMMERCIAL COURT  
OF THE REPUBLIC OF SINGAPORE**

**[2024] SGHC(I) 27**

Originating Application No 23 of 2023 (Summons No 27 of 2024)

In the matter of Section 19 of International Arbitration Act 1994

And

In the matter of Order 23, Rule 10 of the Singapore International Commercial  
Court Rules 2021

Between

Pertamina International  
Marketing & Distribution Pte  
Ltd

*... Claimant*

And

- (1) P-H-O-E-N-I-X  
Petroleum Philippines, Inc  
(a.k.a. Phoenix Petroleum  
Philippines, Inc)
- (2) Udenna Corporation

*... Defendants*

---

**JUDGMENT**

---

[Civil Procedure — Service — Setting aside]

## TABLE OF CONTENTS

---

<b>INTRODUCTION.....</b>	<b>1</b>
<b>THE CERTIFICATE.....</b>	<b>6</b>
<b>SUMMARY OF UDENNA’S CASE.....</b>	<b>9</b>
<b>WAS THE SERVICE EFFECTED BY THE SHERIFF CONTRARY TO OR INCOMPATIBLE WITH THE LAWS OF THE PHILIPPINES?.....</b>	<b>9</b>
SERVICE IN ACCORDANCE WITH ESTABLISHED INTERNATIONAL CONVENTIONS IS COMPATIBLE WITH PHILIPPINE LAW .....	12
THE METHOD OF SERVICE UNDER THE HSC NEED NOT BE SPECIFICALLY PRESCRIBED BY THE INTERNAL LAW OF THE STATE ADDRESSED BUT CAN ALSO BE REQUESTED BY THE APPLICANT UNLESS IT IS INCOMPATIBLE WITH THE LAW OF THE STATE ADDRESSED .....	13
<b>SERVICE AT UDENNA’S USUAL OR LAST KNOWN PLACE OF BUSINESS.....</b>	<b>15</b>
<b>CONCLUSION.....</b>	<b>20</b>

**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.**

**Pertamina International Marketing & Distribution Pte Ltd**

**v**

**P-H-O-E-N-I-X Petroleum Philippines, Inc (also known as  
Phoenix Petroleum Philippines, Inc) and another**

**[2024] SGHC(I) 27**

Singapore International Commercial Court —Originating Application No 23  
of 2023 (Summons No 27 of 2024)

Sir Henry Bernard Eder IJ

22 August 2024

27 September 2024

**Sir Henry Bernard Eder IJ:**

### **Introduction**

1 SIC/SUM 27/2024 (“SUM 27”) is an application by the 2nd defendant, Udenna Corporation (“Udenna”) for the following orders: (a) an order to set aside the attempted service of the originating process in SIC/OA 23/2023 (“OA 23”) on Udenna on 22 April 2024 by the Philippines’ Central Authority in accordance with the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the “HSC”); and (b) a declaration that the originating process in OA 23 has not been served on Udenna by reason of non-compliance with the Singapore International Commercial Court Rules 2021 (“SICC Rules”).

2 OA 23 is the application by the claimant, Pertamina International Marketing & Distribution Pte Ltd (“PIMD”) to recognise and enforce the Final Award signed and dated 28 November 2023 in SIAC Arb No. 084 of 2022 (“Final Award”) whereby it was ordered that Udenna, as a third-party guarantor, was jointly and severally liable to PIMD together with the 1st defendant, P-H-O-E-N-I-X Petroleum Philippines, Inc (also known as Phoenix Petroleum Philippines, Inc) (“Phoenix”), for the aggregate amounts of US\$124,534,382.23 in respect of unpaid shipments and US\$854,418.04 in respect of demurrage incurred in connection with the unpaid shipments, plus interest.

3 OA 23 was commenced on a without notice basis on 12 December 2023 and subsequently granted substantively in terms *vide* SIC/ORC 69/2023 on 18 December 2023. Udenna did not apply to set aside the Final Award within the relevant three-month period under the International Arbitration Act 1994 (2020 Rev Ed).

4 On 27 December 2023, PIMD filed a form labelled “Request for Service Abroad of Judicial or Extrajudicial Documents” with the Supreme Court of Singapore for transmission to the Office of the Court Administrator of the Supreme Court of the Philippines – as Philippines’ designated Central Authority under the HSC – to serve the papers in OA 23 on Udenna in the Philippines (the “HSC Request”). The HSC Request identified an address at Stella Hizon Reyes Road (the “SHRR Address”) in a box on the form where an address for Udenna was required. In the following section, PIMD checked the entry that Udenna be served:

in accordance with the following particular method (sub-paragraph *b*) of the first paragraph of Article 5)\*:

...

Personal service or service by sending a copy to the addressee's usual **or** last known place of business.

[emphasis added in italics and italics and bold]

5 Article 5 of the HSC (to which both Singapore and the Philippines have acceded as parties) provides in material part:

Article 5

The Central Authority of the State addressed shall itself serve the document or shall arrange to have it served by an appropriate agency, either -

- a)* by a method prescribed by its internal law for the service of documents in domestic actions upon persons who are within its territory, or
- b)* by a particular method requested by the applicant, unless such a method is incompatible with the law of the State addressed.

Subject to sub-paragraph *(b)* of the first paragraph of this Article, the document may always be served by delivery to an addressee who accepts it voluntarily.

If the document is to be served under the first paragraph above, the Central Authority may require the document to be written in, or translated into, the official language or one of the official languages of the State addressed.

That part of the request, in the form attached to the present Convention, which contains a summary of the document to be served, shall be served with the document.

6 On 11 January 2024, PIMD filed SIC/SOD 2/2024 to request that the documents be sent through the proper channels to the Philippines for service on Udenna. That request requested that the documents be served at the SHRR Address or “elsewhere in Philippines” and that it may be served through the government of the Philippines.

7 On 22 April 2024, the Sheriff of the Philippines Supreme Court delivered the relevant papers to Mr Alex Rian Barcos (“Mr Barcos”) not at the SHRR Address but at a different address *viz*, Bays 5 & 6, 6<sup>th</sup> Floor, Bormaheco Building, JP. Laurel Ave. Bajada, Philippines (the “BB Address”).

8 On 23 April 2024, a certificate dated the same day bearing the title “Sheriff’s Return of Service of Judicial Documents to Udenna Corporation” was issued by Sheriff IV on behalf of the Honourable Executive Judge of the Regional Trial Court, Davao City in the Philippines confirming service of the relevant documents on Udenna on 22 April 2024 (the “Certificate”). It stated in material part as follows:

**SHERIFF’S RETURN OF SERVICE OF JUDICIAL  
DOCUMENTS TO UDENNA CORPORATION**

(Duly Served)

THIS IS TO CERTIFY, that on April 17, 2024, the undersigned tried to cause the service of judicial documents to Udenna Corporation, at Stella Hizon Reyes Road, Bo. Pampanga, Lanang, Davao City, but failed and unavailing for the reason that the office address of Udenna Corporation is located at Bays 5 & 6, 6<sup>th</sup> Floor Bormaheco Bldg., J.P. Laurel Avenue, Bajada, Davao City.

That on April 22, 2024, undersigned caused the service of judicial documents to Udenna Corporation, thru Mr. Alex Rian Barcos who sign and acknowledged receipt hereof as shown by his signatures affixed on all the pages of the documents, as proof of service to the corporation at Bays 5 & 6, 6<sup>th</sup> Floor, Bormaheco Bldg., J.P. Laurel Avenue, Bajada, Davao City.

Hence, this court process is hereby returned **DULY SERVED**.

Davao City, (for Republic of Singapore), Philippines, April 23, 2024.

For: **THE HONORABLE EXECUTIVE JUDGE**  
Regional Trial Court  
Eleventh Judicial Region  
Davao City



**SERGIO LEONARDO J. TUPAS**  
Sheriff IV

9 It is important to note that PIMD was not itself involved in this actual physical process of service. It is fair to say that it was made pursuant to the original request by PIMD in accordance with the HSC, but it was effected at the request of the Singapore Court through the usual diplomatic channels by the Sheriff acting independently on behalf of the Regional Trial Court.

10 Notwithstanding the above, Udenna submits that such service was invalid because it was served at the wrong address, on the wrong person, on the wrong entity, through the wrong method and that it was contrary to the laws of the Philippines.

11 In support of that submission, Udenna relies, in particular, upon the evidence of Mr Leandro E. Abarquez (“Mr Abarquez”), Udenna’s Corporate Secretary, to the effect that Udenna does not have an office at the BB Address and that Mr Barcos is not an employee or representative of Udenna. Rather, Udenna submits that the BB Address and Mr Barcos “belong” to a separate third-party entity, PNX-Udenna Insurance Brokers Inc (“PNX-Udenna”). In addition, Udenna relies upon the evidence of its expert on Philippine law, Attorney Carlos M Villaruz (“Attorney Villaruz”).

12 As PIMD emphasises, there is no doubt that Udenna did in fact receive the relevant papers on or shortly after 22 April 2024 at the BB Address. There is no suggestion that Udenna independently became aware of the service on 22 April 2024, much less any assertion by Udenna that it did not become aware of the relevant documents on or shortly after 22 April 2024. If Udenna does not have an office at the BB Address and Mr Barcos is not an employee or representative of Udenna, it is perhaps somewhat surprising that Udenna had somehow or other received the documents. Certainly, there is no satisfactory



explanation as to how this came about. For these reasons, it was PIMD's submission that the present application is no more than a dilatory tactic by Udenna to try to delay the enforcement of the Final Award.

13 I do not propose to set out in detail the parties' respective submissions in relation to this present application. For present purposes, it is sufficient to say that, in my judgment, this application to set aside the service of the relevant papers in OA 23 and for a declaration that the service of these papers on Udenna was invalid should be dismissed for the following reasons.

### **The Certificate**

14 The statements contained in the Certificate (see above at [8]) constitute evidence of the following facts:

- (a) The Sheriff had gone to the SHRR Address but could not locate Udenna.
- (b) He then went to the BB Address where he had located Udenna.
- (c) He had served the documents on Udenna through Mr Barcos who signed and willingly acknowledged receipt of the same on behalf of Udenna.
- (d) Service was effected in conformity with the law of the Philippines and this is why the Certificate which includes the Sherriff's narrative was signed off on behalf of the Executive Judge.

15 What then is the legal or evidential significance of the Certificate and the facts stated therein? Although Art 6 of the HSC deals with the issuance of a

certificate of service, there is nothing in the HSC itself which stipulates the status or effect of such certificate.

16 As Attorney Villaruz accepts, a certificate of service is, at the very least, *prima facie* evidence of the facts stated therein.

17 Under the HSC, receipt of the Certificate constitutes “authoritative confirmation” that service was effected on Udenna in accordance with Philippines law: see *Practical Handbook on the Operation of the Service Convention* (Christophe Bernasconi gen ed) (HCCH, 4<sup>th</sup> Edn, 2016) at para 216. This was also confirmed by the Special Commission on the practical operation of the HSC's Conclusions & Recommendations issued in July 2024 following a meeting from 2 to 5 July 2024 attended by 260 delegates, including delegates from the Philippines and Singapore:

82. The [Special Commission] noted that the effect of a Certificate certifying the execution of a request constitutes *authoritative* confirmation that service has been effected in conformity with the law of the requested State, and creates at least a rebuttable presumption that service was properly performed. *The probative value of the Certificate in the requesting State remains subject to that State's law.* Notice of a rejection is also authoritative confirmation that service was not effected.

[emphasis added]

18 As seen from the Special Commission's observations above, the probative value of the Certificate in the requesting State, *ie*, Singapore in this case, remains subject to that State's law. As a matter of Singapore law, the status of the Certificate appears to be governed by O 5 r 12 of the SICC Rules:

Certificate of service (O. 5, r. 12)

An official certificate or letter by the agency or person who effected service in the foreign country stating that service has been effected on the party to be served in accordance with the law of the foreign country and the date of the service is evidence of those facts.

19 In passing, I note that in *ITC Global Holdings Pte Ltd (In liquidation) v ITC Ltd and others* [2011] SGHC 150, the Singapore High Court stated that the official certificate from the foreign government or judicial authorities pursuant to O 11 r 3(5) of the Rules of Court 2014 (which is *in pari materia* with O 5 r 12 of the SICC Rules) would have been “conclusive evidence of the date of service and that service was in accordance with the law of the country in which service was effected.” It may well be correct that the certificate in that case might have been treated as “conclusive evidence”. However, that is not how I read what is stated in O 5 r 12 and, as a general statement, I would not myself go that far.

20 Although not directly relevant, I should mention that my attention was drawn to the fact, according to PIMD, that the position in other jurisdictions appears to be that the issuance of a certificate of service is no more than *prima facie* evidence: see, for example, in the US *Myrtle v. Graham*, Civil Action No. 10-1677, 2011 WL 446397, at \*1 (E.D. La. Feb. 3, 2011) and *Platypus Wear, Inc. v. Bad Boy Eur. Ltd.*, Case No. 16-cv-02751- BAS-DHB, 2018 WL 3706876, at \*4 (S.D. Cal. Aug. 2, 2018); and, in England, *Punjab National Bank (International) Limited v Vishal Cruises (Private) Ltd* [2020] EWHC 1962 (Comm) at [106], although in that case, it was stated that the issuance of a certificate would give rise to a “very strong presumption and very possibly an irrebuttable presumption” of service.

21 In light of the above, I proceed on the basis that the Certificate is *prima facie* evidence of effective service of the relevant papers on Udenna and should be accepted by this Court absent contrary strong and convincing evidence.

### **Summary of Udenna’s case**

22 In summary, it is Udenna’s case that the Certificate itself is “patently inaccurate”. I do not accept that submission. The facts stated in the Certificate itself as to how it came about that the relevant documents came to be served at the BB Address rather than at the SHRR Address speak for themselves and are not the subject of direct challenge. Equally, it cannot be said that the confirmation on the face of the Certificate signed by the Sheriff on behalf of the Regional Trial Court that the relevant documents were “DULY SERVED” is *patently* inaccurate.

23 Notwithstanding the authorship and terms of the Certificate, the main thrust of Udenna’s submission is that the service effected by the Sheriff as evidenced by the Certificate was contrary to the laws of the Philippines, the topic to which I now turn.

### **Was the service effected by the Sheriff contrary to or incompatible with the laws of the Philippines?**

24 Based on the evidence of Attorney Villaruz, Udenna submitted, in summary, as follows:

- (a) For the service of a summons, this may only be served upon a defendant’s president, managing partner, general manager, corporate secretary, treasurer, or in-house counsel wherever they may be found, or

in their absence or unavailability, on their secretaries. If such service cannot be made upon any of the foregoing persons, it shall be made upon the person who customarily receives the correspondence for the defendant at its principal office. This list of methods of service is exclusive.

(b) For the service of an order, judgment, or other court process other than a summons, personal service may only be effected by delivery of a copy on the party, its counsel, or an authorized representative as designated in pertinent pleadings or motions, or by leaving it in the defendant's office with its clerk, or with a person having charge thereof. If no person is found in the defendant's office, or its office is not known, or it has no office, then service may be effected by leaving a copy of the court process, between the hours of eight in the morning and six in the evening, at the party's or counsel's residence, if known, with a person of sufficient age and discretion residing therein.

(c) Given that OA 23 was not served at Udenna's principal office or upon Udenna's representatives, the attempted service did not comply with the abovementioned service requirements under Philippine law.

(d) On the basis that OA 23 is a summons (which is the position taken by PIMD's Philippine law expert):

(i) Mr Barcos is not one of the corporate officers of Udenna on which service may be effected (*ie*, Udenna's president, managing partner, general manager, corporate secretary, treasurer, or in-house counsel, or the secretary of any of these corporate officers).

- (ii) The Certificate did not record any attempt to serve OA 23 on any of the abovementioned corporate officers of Udenna, which had to be demonstrated before service could be made upon the person who customarily receives the correspondence for Udenna at its principal office.
  - (iii) In any event, Mr Barcos was not a person who customarily received correspondence for Udenna. He was also not served OA 23 at Udenna’s principal office at the SHHR Address, but at the BB Address, which was not the address of any of Udenna’s offices.
- (e) In the alternative, if OA 23 is an order, judgment, or other court process other than a summons:
- (i) Mr Barcos is not a person on whom service may be effected as a party to the case, Udenna’s counsel, Udenna’s authorized representative, Udenna’s clerk, or a person having charge thereof.
  - (ii) The Certificate does not contain any suggestion that no person was found at Udenna’s office at the SHRR Address, or that Udenna’s office is not known, or that Udenna has no office.
  - (iii) In addition, according to Attorney Villaruz, Mr Barcos is not a “person of sufficient age and discretion” residing at Udenna’s or Udenna’s counsel residence, as he was located and served at the BB Address.

25 Thus, Udenna submitted that the attempted service did not comply with the mandatory methods of service set out in the Philippine Rules of Court and was thus contrary to the laws of the Philippines. In other words, Udenna’s submission is premised on the assumption that service must be *specifically* provided for under Philippine law. As I explain below, this is an erroneous assumption unsupported by the schema of Art 5 of the HSC.

***Service in accordance with established international conventions is compatible with Philippine law***

26 Where the foreign court itself certifies that the relevant documents have been duly served (as is the position, in effect, in the present case), it seems to me difficult, if not impossible, to say that such service was contrary to or incompatible with the laws of that foreign state. Be that as it may, in my judgment, the evidence of PIMD’s expert on Philippines law, Ms Patricia-Ann T. Prodigalidad (“Ms Prodigalidad”), provides a short cogent answer to the opinions expressed by Attorney Villaruz and Udenna’s submissions as summarised above.

27 In essence, it was her evidence that service through the modes permitted by international conventions is expressly allowed under Rule 14, Section 9 of the Philippines Rules of Court which provides in material part: “Service may be made through methods which are consistent with established international conventions to which Philippines is a party”. According to Ms Prodigalidad, this provision was specifically introduced to the Philippines Rules of Court in anticipation of the Philippines’ accession to the HSC and makes clear that service in accordance with established international conventions is compatible with Philippine law.

***The method of service under the HSC need not be specifically prescribed by the internal law of the State addressed but can also be requested by the applicant unless it is incompatible with the law of the State addressed***

28 Article 5 of the HSC permits service not *only* by a method prescribed by the internal law of the State addressed to effect service for the service of documents in domestic actions upon persons within its territory but *also* “by a particular method requested by the applicant, unless such method is incompatible with the law of the State addressed”: see Arts 5(a) for the former, and 5(b) of the HSC for the latter. Here, PIMD expressly requested that service be effected on Udenna’s “usual or last known address.” (see above at [4]).

29 Thus, in accordance with Art 5(b) of the HSC, the essential question is *not* whether the service effected by the Sheriff was a method *prescribed* by the law of the Philippines regarding domestic actions but whether the method requested by PIMD pursuant to the HSC was *incompatible* with the laws of the Philippines. This is a fine but important distinction.

30 Notwithstanding, Attorney Villaruz expressed the opinion that service of foreign process through the HSC must still be in accordance with the methods *specifically prescribed* under the Philippine Rules of Court for the service of papers in domestic actions upon persons within the Philippines. His opinion was based on A.O. No. 251-2020 of the Supreme Court of the Philippines which states that extraterritorial service of judicial documents in the Philippines from other state parties must be in accordance with the Philippine Rules of Court.

31 However, this does not, in my view, assist Udenna. As explained by Ms Prodigalidad, Rule 14, Section 9 of the Philippine Rules of Court expressly allows service to be made through methods consistent with international



conventions such as the HSC: “Service may be made through methods which are consistent with established international conventions to which Philippines is a party”. As such, the Philippine Rules of Court itself do not limit service to the methods specifically prescribed under the Philippines Rules of Court for service in domestic actions.

32 Attorney Villaruz’s contrary opinion that Rule 14, Section 9 of the Philippine Rules of Court should be read to require service to be in accordance with the HSC and that this in turn requires service to be in accordance with the Philippine Rules of Court for service of domestic process is, with great respect, circular and cannot be correct for, at least, two reasons proffered by PIMD. First, it renders Rule 14, Section 9 redundant. To avoid this, the provision must be read as increasing rather than limiting the available methods of service under the Philippine Rules of Court to account for the accession of the Philippines to the HSC. Second, it would mean that Arts 5(a) and 5(b) of the HSC provide for the same methods of service, *ie*, service consistent with the internal law of the State addressed for the service of documents in domestic actions. If that were correct, Art 5(b) of the HSC would be superfluous.

33 For these reasons, I accept the evidence of Ms Prodigalidad that the relevant inquiry in assessing the validity of service effected by the Sheriff as evidenced by the Certificate would be to ask whether the method requested by PIMD pursuant to the HSC is *incompatible* with the laws of the Philippines. Given that the Philippine Rules of Court allows service to be made through methods consistent with international conventions such as the HSC, the question then is whether the relevant papers were served in accordance with the method requested by PIMD (*ie*, at its usual or last known place of business) pursuant to

Art 5(b) of the HSC. As for the question of compatibility of such service with Philippine law, Attorney Villaruz does not dispute Ms Prodigalidad's evidence that service at the last known or usual place of business is not *prohibited* under Philippine law.

34 As such, I turn below to the question of whether service was made, as a matter of fact, at Udenna's usual or last known place of business in accordance with the method requested by PIMD.

#### **Service at Udenna's usual or last known place of business**

35 In summary, Udenna maintained that it has a presence at the SHRR Address by pointing to a number of documents including Udenna's Amended Articles of Incorporation and Udenna's General Information Sheet both of which, it is fair to say, give Udenna's address at the SHRR Address. In addition, Udenna relied on other evidence in support of its case including: (a) assertions by Mr Abarquez that Udenna's principal office is at the SHRR Address and that the security guards at SHRR "generally do not refuse to receive documents addressed to Udenna"; (b) the fact that PIMD had previously sent court documents filed in Philippine court proceedings to Udenna at this address by registered post (not by hand); (c) contracts of lease dated 20 March 2002 and 27 September 2006, under which Udenna is stated to be the lessee at the SHRR Address (although it is important to note that these lease agreements both contain clauses which permit Udenna to sub-lease the premises to its affiliates and subsidiaries); (d) other documents to show that the BB Address is the registered address of a separate company, PNX-Udenna; and (e) the fact that Mr Barcos (who signed off on service of the OA 23 papers) is an employee of PNX-

Udenna, not Udenna and is not authorised to receive documents on behalf of Udenna.

36 In contrast, PIMD relied on further evidence obtained from an independent intelligence and investigations' expert, J.S. Held Singapore Pte Ltd ("JS Held"), to determine if Udenna did have any presence at the SHRR Address and if the BB Address was connected to Udenna. In summary, JS Held's main findings in its reports dated 3 July 2024 and 23 July 2024 are as follows:

(a) There are no markings, branding, or signage at the SHRR Address which indicate that Udenna has any presence on that road. Instead, all signs on that road indicate that the premises are occupied by Phoenix (*ie*, the 1st defendant in these proceedings), with a further signage indicating that the premises were Phoenix's Corporate Headquarters.

(b) JS Held was informed that there was no public access through the entrance at SHRR, and that the "front entrance" of the building is at Cuaco Road. At the "front entrance", there was again no signage or indications that Udenna could be found there. Instead, Phoenix signages were sighted.

(c) When JS Held enquired about Udenna with the security guard, the security guard noted that "this is not Udenna, this is Phoenix Petroleum". The security guard then directed JS Held to find Udenna at the BB Address, some 25-30 minutes away.

(d) At the BB Address, JS Held observed the “Udenna” branding on the wall of the office. The branding was observed on the 6th floor of the building.

(e) Staff at the BB Address also confirmed that they were part of Udenna Group and JS Held was provided with an email address with the Udenna Corp email domain (@udenna.ph).

37 It is important to note that although Udenna did not directly challenge the evidence of JS Held, it submitted that such evidence was inadmissible and/or should not be accorded any weight. I do not accept that submission. In my view, the direct findings by JS Held constituted relevant evidence to be considered together with all other evidence before this Court in determining the present application. Order 13 r 8(3) of the SICC Rules provides that a witness statement made for the purpose of being used in interlocutory proceedings may contain statements of information or belief. This is subject to the requirements in O 13 r 8(4) of the SICC Rules which I have no doubt have been fulfilled by the two JS Held reports. The sources and grounds for any matters of information or belief (such as the pictures of the relevant premises) are set out in these reports.

38 In addition, PIMD relied on other evidence to the effect that Mr Barcos is listed on PNX-Udenna's website as part of the management team. The company's website also shows the Udenna group branding, as a “Udenna Company”. A screenshot of the relevant part of the website (<https://pnxudennainsurance.ph/about/>) taken on 22 August 2024 is copied below:



39 It is fair to say that Mr Abarquez has asserted (albeit without any supporting evidence or substantiation) that “Mr Barcos is not authorized to receive documents on behalf of Udenna, and also does not customarily do so”; and that he “is not, and has never been, an employee, officer, agent or representative of Udenna”. However, there is no evidence from Mr Barcos explaining why he had signed off on every page confirming receipt of the OA 23 papers if he did not have authority to and does not customarily receive documents on behalf of Udenna. On this basis, PIMD submitted that the presumption that Mr Barcos had authority to accept service on behalf of Udenna established in the Certificate has also not been rebutted.

40 As to the evidence adduced and the parties' submissions as summarised above, I am prepared to assume in Udenna's favour that it is perhaps debatable as to whether the SHRR Address is, in truth, Udenna's principal office in the sense of its registered place of business. I also bear well in mind the evidence submitted on behalf of Udenna – although, in my view, a large part of that evidence consists of no more than bare assertions. To my mind, the *prima facie* evidence contained in the Certificate itself and the further evidence relied upon by PIMD including the important direct findings by JS Held point ineluctably to the conclusion that the BB Address is, at the very least, Udenna's usual or last known place of business; and I so find.

41 Given this conclusion, it is unnecessary to address any of the other points relied upon by PIMD save to note one important argument it has alluded to *viz*, that, as mentioned above, there is no doubt that Udenna in fact received notice of the relevant documents on or shortly after 22 April 2024 and that the fact of such notice is, of itself, sufficient to constitute valid service as a matter of Philippine law. That may well be right as a matter of Philippine law but, given my conclusion above, it is unnecessary to say more regarding that potential argument.

42 It follows that the service effected by the Sheriff as evidenced by the Certificate was in accordance with the request made by PIMD pursuant to Art 5(b) of the HSC for service to be effected at Udenna's usual or last known place of business (see above at [4]) and which was not incompatible with (in the sense of not being prohibited by) the laws of the Philippines.

**Conclusion**

43 For all these reasons, it is my conclusion that SUM 27 should be dismissed and that declarations be made by this Court that the service of OA 23 effected by the Sheriff on 22 April 2024 as evidenced by the Certificate was valid; and that this Court is therefore seised of jurisdiction upon such service to determine OA 23.

44 It follows that Udenna must pay the costs of SUM 27. I hereby direct that unless otherwise agreed, PIMD shall serve its costs submissions limited to five pages within 21 days of the date of this judgment and that Udenna shall serve its response submissions limited to five pages within seven days thereafter. No further submissions are allowed without leave of this Court.

Sir Henry Bernard Eder  
International Judge

Daniel Chia Hsiung Wen, Ker Yanguang (Ke Yanguang), Charlene Wee Swee Ting and Chan Kit Munn Claudia (Prolegis LLC) for the claimant;  
Ng Kim Beng, Sim Daryl Larry and Jasmine Thing Khai Fang (Rajah & Tann Singapore LLP) for the 2nd defendant.

---