

LEE YIH KANG V HSU SHIH HSUN [2026] SGHC(A) 9 – IMPLICATIONS FOR THE LAW ON EXECUTION OF DEEDS

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This short update by [Bill Jamieson](#), Tian Xinhe and Goutami Sharma addresses the recent case of *Lee Yih Kang v Hsu Shih Hsun* SGHC(A) 9 (***Lee Yih Kang***). A link to the original article written by CNPLaw on execution of deeds can be found [here](#).

The original article covered the current legal framework in Singapore in relation to the execution of a deed, addressing in particular whether Singapore's law is adapted for electronic execution of deeds. In light of the recent case of *Lee Yih Kang*, this short update examines any developments affecting the position outlined in the original article.

Case Summary The case concerned a deed of guarantee signed electronically by the appellant, Lee, without a witness. Lee sought to set aside a statutory demand served on him on the basis of the guarantee, arguing that the deed was signed under duress, and had not been properly executed due to the absence of consideration and signature of a witness.

The Appellate Division (Woo Bih Li JAD, Debbie Ong Siew Ling JAD and See Kee Oon JAD) held that Lee had failed to establish any triable issue in relation to his defence of duress and his allegation of invalid execution of the deed.

Electronic execution

In the case, there was a brief mention of electronic signing. At , the court noted that while Lee had mentioned the circumstances under which he was 'urgently and improperly pressured to sign electronically on the Deed' and the omission of the signature of a witness as evidence that the Deed was not properly executed, he did not dispute that he had in fact signed the deed and returned it to Goh LLC electronically.

Although the court did eventually decide that the deed was validly executed, the fact that it was signed electronically was not a matter raised for dispute. As such, this present case cannot be treated as case authority for electronic execution of a deed. *Lee Yih Kang* does not alter the legal position on electronic execution of deed in Singapore.

Attestation by Witness

At , Lee's counsel raised a new argument at the hearing of the appeal, not raised before the judge at first instance and not in the Appellant's Case, that as a matter of law the deed could not be enforced because it was signed without a witness. Counsel cited *Lim Zhipeng v Seow Suat Thin* 2 SLR 1151, but the court held that that case does not stand for this proposition at all. The argument was rejected as without merit and without any supporting authority. As such, Lee failed to establish that a requirement for attestation by witness exists for a deed to be valid and enforceable.

The Appellate Division went on in to rehash that 'there is no requirement at law for attesting witnesses to render a contract valid and enforceable, save in specific circumstances such as where statutory requirements apply', citing the case of *Bank of China Limited (Singapore Branch) v Huang*

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Ziqiang and another SGHC 245 (***Bank of China***).

In *Bank of China*, the main issue was whether the deed of guarantee was signed under false representation, and as such, whether the date of execution of the guarantee was before or after the alleged misrepresentation was pivotal. On the face of the guarantee, the deed was executed under seal on 13 January 2009. The defendant, Mr Huang Ziqiang, pleaded that the guarantee was executed only in March 2009, after the fraudulent misrepresentations were made.

In proving the date of the due execution of the deed, the plaintiff did not call the attesting witness as a witness in trial and instead led other evidence. This led to a question on whether the due execution could be proved by other evidence in the absence of the attesting witness. This meant that the court had to determine whether there was a statutory requirement for guarantees to be attested by witness. This question was crucial because if the attestation by witness was a legal requirement for the due execution of the guarantee, the witness had to be present at trial. Where the certification of the attesting witness was not a requirement by law, 'the due execution of the deed in question may be proved by other evidence in the absence of the attesting witness to prove due execution (see *Halsbury's* vol 10(2) at para 120.273)'.

The court discussed Section 6 of the Civil Law Act (Cap 434, 1999 Rev Ed), which identified contracts which must be evidenced in writing, and in particular subsection (b) on any special promise to answer for the debt, default or miscarriage of another person. The court held that 'Section 6(b) of the Civil Law Act (Cap 43, 1999 Rev Ed) only requires a guarantee to be in writing and signed by the guarantor'.

Coming back to the present case on *Lee Yih Kang*, the court held that 'there is no requirement at law for attesting witnesses to render a contract valid and enforceable, save in specific circumstances such as where statutory requirements apply'. The court also highlighted that the Deed did not contractually mandate for witness attestation to render the Deed valid and enforceable and that the empty signature boxes meant for witnesses were insufficient to establish that the parties intended so. Therefore, the argument that the deed had not been properly executed due to the absence of a signature of a witness failed.

The court went on in and held that Lee's argument that there was an absence of consideration was also without merit as the guarantee was signed as a deed. This means in effect that the court confirmed and held that the guarantee was indeed signed as a deed. The absence of a witness did not invalidate the guarantee as a deed. Although the reasoning by the court on the matter of witness attestation of deeds is thin, it is an indication of Singapore's position that attestation by a witness is not required in deeds.

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The requirement for a seal

Lee Yih Kang does not disturb the analysis set out in our original article in relation to the sealing requirement. The Court of Appeal's statement in *Lim Zhipeng* at , that sealing remains a necessary requirement at common law, save to the extent it has been removed by statute (e.g., under section 41B of the Companies Act 1967 in relation to a Singapore company), was not raised, argued or addressed in *Lee Yih Kang*. Lee's challenge to execution at and was confined entirely to the witnessing point; no argument was advanced that the deed lacked a valid seal. There was therefore no occasion for the Appellate Division to address, let alone revisit, the *Lim Zhipeng* statement. The *Lim Zhipeng* statement accordingly remains binding Court of Appeal authority. It is noteworthy that Woo Bih Li JAD, who delivered the Grounds of Decision in *Lee Yih Kang*, also sat as a member of the Court of Appeal in *Lim Zhipeng*. The fact that he saw no occasion to revisit the sealing analysis in a case where sealing was simply not in issue cannot be read as any implicit departure from it.

Estoppel

Our original article noted that a party may be estopped from denying the validity of an electronic deed under Singapore law, drawing on the estoppel analysis in *Lim Zhipeng* (at and) and *TCB Ltd v Gray* Ch 621. The decision in *Lee Yih Kang* does not, however, advance this analysis. At , the court observed that "it was immaterial whether Lee was estopped from denying the validity of the execution of the Deed as argued by Hsu", since the execution challenge had already been resolved at . The estoppel point was accordingly left expressly undecided. The estoppel analysis in our original article continues to rest on the reasoning in *Lim Zhipeng* at and and *TCB Ltd v Gray* Ch 621. Estoppel remains a fallback position rather than a primary argument, and *Lee Yih Kang* should not be cited as having advanced or reinforced it.

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