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

[2026] SGHC 135

Registrar's Appeal from the State Courts No 5 of 2026

Between

Management Corporation Strata Title No. 3564

… *Appellant*

And

Edmund Motor Pte. Ltd.

… *Respondent*

GROUNDS OF DECISION

[Building and Construction Law — Statutes and regulations]
[Statutory Interpretation — Construction of statute]

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v
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Introduction

1 This was my decision on Management Corporation Strata Title No. 3564 ("Appellant")'s appeal against the learned District Judge's decision ("Decision"). At the heart of this appeal was the question of whether the limit in paragraph 17 of the First Schedule ("Paragraph 17") to the Building (Strata Management) Act 2004 (2020 Rev Ed) ("Act") in relation to proxies applies to representatives appointed by way of letters of authorisation ("LOA") under paragraph 16 of the First Schedule ("Paragraph 16"). For context, paragraph 17(5) of the First Schedule provides that "[a]n appointed proxy can only represent a maximum of (a) 2 lots; or (b) 2% of the total number of lots in the development (rounded down to the nearest whole number), whichever is the higher" ("2% Proxy Rule"). In my judgment, the 2% Proxy Rule in Paragraph

17 only applies to proxies and not representatives under Paragraph 16, so the District Judge erred in her Decision. As this decision has wider significance in the conduct of management corporation meetings, I set out my reasons in greater detail in these grounds of decision.

Facts

2 The Appellant was the management corporation of a strata title development known as WCEGA Plaza and Tower. The respondent ("Respondent") was a used car dealership and a subsidiary proprietor ("SP") at WCEGA Plaza (Decision at [1]).

3 In the action below, the Respondent claimed that the Appellant had been permitting certain individuals to represent more than 2% of the total number of lots in the development at the Appellant's annual general meetings, which the Respondent alleged was a breach of the 2% Proxy Rule in Paragraph 17. As such, the Respondent applied for, *inter alia*, the Appellant to be restrained from allowing SPs to appoint representatives through LOAs in breach of the 2% Proxy Rule (Decision at [2] and [8]).

The District Judge's Decision

4 The District Judge granted the Respondent an order restraining the Appellant from breaching the 2% Proxy Rule and from accepting LOAs in breach of the 2% Proxy Rule, as well as costs in the amount of $3,000 with disbursements fixed at $5,979.02 (Decision at [43]–[44]).

5 The District Judge took the view that there are two possible interpretations of the 2% Proxy Rule in Paragraph 17, namely either that it only applies to proxies under Paragraph 17 or that it also applies to representatives

under Paragraph 16 (Decision at [34]). She then examined the Parliamentary Debate when the Building Maintenance and Strata Management (Amendment) Bill was enacted and concluded that Parliament intended to prevent "the concentration of voting power in the hands of a few individuals" (Decision at [36]). Further, she observed that LOAs through which corporate SPs appoint representatives are "similar in form and function" to instruments appointing proxies, and representatives exercise the same voting powers as proxies at management corporation meetings (Decision at [37]–[38]). As such, the correct interpretation should be that the 2% Proxy Rule applies to both proxies under Paragraph 17 and representatives under Paragraph 16. Any other interpretation would allow corporate SPs to freely circumvent the 2% Proxy Rule by appointing representatives to represent more than two lots or 2% of the total number of lots in a development using LOAs (Decision at [39]–[42]).

6 The Appellant brought the present appeal against the Decision, specifically against the orders set out at [4] above. I will explore the parties' arguments in greater detail over the course of my analysis below.

The law

The relevant provisions

7 The present dispute was a matter of statutory interpretation of Paragraph 16 and Paragraph 17, both of which I reproduce below:

> **Company may appoint representative to attend meetings**
>
> 16. A company which is a subsidiary proprietor may under the seal of the company or the hand of its director or any duly authorised attorney appoint any person it thinks fit to act as its representative either at a particular meeting or at all meetings of the management corporation or subsidiary management corporation, and a person so authorised is, in accordance with

> the person's authority or until the person's authority is revoked by the company, entitled to exercise the same powers on behalf of the company as the company could exercise if it were an individual.
>
> **Instrument of proxy**
>
> 17.—(1) An instrument appointing a proxy must be in writing —
>
> > (*a*) under the hand of the person appointing the proxy or of the person's attorney duly authorised in writing; or
> >
> > (*b*) if the person appointing the proxy is a company, either under seal or under the hand of an officer or its attorney duly authorised.
>
> …
>
> (5) An appointed proxy can only represent a maximum of —
>
> > (*a*) 2 lots; or
> >
> > (*b*) 2% of the total number of lots in the development (rounded down to the nearest whole number),
> >
> > whichever is the higher.
>
> (6) In the event an appointed proxy represents more than the maximum mentioned in sub-paragraph (5), the additional instrument of proxy held is void.

Statutory interpretation

8 The approach to statutory interpretation in Singapore law is that of purposive interpretation, which is enshrined in s 9A of the Interpretation Act 1965 (2020 Rev Ed) ("Interpretation Act"):

> **Purposive interpretation of written law and use of extrinsic materials**
>
> 9A.—(1) In the interpretation of a provision of a written law, an interpretation that would promote the purpose or object underlying the written law (whether that purpose or object is expressly stated in the written law or not) is to be preferred to an interpretation that would not promote that purpose or object.

> (2) Subject to subsection (4), in the interpretation of a provision of a written law, if any material not forming part of the written law is capable of assisting in the ascertainment of the meaning of the provision, consideration may be given to that material —
>
> (*a*) to confirm that the meaning of the provision is the ordinary meaning conveyed by the text of the provision taking into account its context in the written law and the purpose or object underlying the written law; or
>
> (*b*) to ascertain the meaning of the provision when —
>
> (i) the provision is ambiguous or obscure; or
>
> (ii) the ordinary meaning conveyed by the text of the provision taking into account its context in the written law and the purpose or object underlying the written law leads to a result that is manifestly absurd or unreasonable.
>
> (3) Without limiting subsection (2), the material that may be considered in accordance with that subsection in the interpretation of a provision of a written law includes —
>
> …
>
> (*c*) the speech made in Parliament by a Minister on the occasion of the moving by that Minister of a motion that the Bill containing the provision be read a second time in Parliament;
>
> …

9 In *Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 ("*Tan Cheng Bock*"), the Court of Appeal set out at [37] how purposive interpretation should be conducted. Under this approach, the court should:

> (a) first, ascertain the possible interpretations of the provision, having regard not just to the text of the provision but also to the context of that provision within the written law as a whole;
>
> (b) second, ascertain the legislative purpose or object of the statute;

(c) third, compare the possible interpretations of the text against the purposes or objects of the statute.

10 However, purposive interpretation does not give the court a licence to rewrite a statute. As the Court of Appeal explained at [50] of *Tan Cheng Bock*:

> … Although purposive interpretation is an important and powerful tool, it is not an excuse for rewriting a statute (see [43] above). The authority to alter the text of a statute lies with Parliament, and judicial interpretation is generally confined to giving the text a meaning that its language can bear. …

11 The same point was made by V K Rajah JA (as he then was) in *Public Prosecutor v Low Kok Heng* [2007] 4 SLR(R) 183 ("*Low Kok Heng*") at [57]:

> … However, construction of a statutory provision pursuant to the purposive approach stipulated by s 9A is constrained by the parameters set by the literal text of the provision. The courts should confine themselves to interpreting statutory provisions purposively with the aid of extrinsic material within such boundaries and assiduously guard against inadvertently re-writing legislation. Counsel should also avoid prolonging proceedings unnecessarily by citing irrelevant extrinsic material to support various constructions of a statutory provision; this would be tantamount to an abuse of the wide and permissive s 9A(2) of the Interpretation Act. …

12 Indeed, there is a line of authorities which stand for the proposition that "if the word is capable of one meaning only, then the courts should not impose another meaning, even if the latter, in the opinion of the courts, will better promote the statutory purpose" (*Comfort Management Pte Ltd v Public Prosecutor* [2003] 2 SLR(R) 67 at [18]; *Citiwall Safety Glass Pte Ltd v Mansource Interior Pte Ltd* [2015] 5 SLR 482 at [16]; *Public Prosecutor v BAB* [2016] 3 SLR 316 at [13] and [17]).

The 2% Proxy Rule does not apply to representatives under Paragraph 16

There is only one possible interpretation of Paragraph 16 and Paragraph 17

13 Both the Respondent's submissions in the present appeal and the District Judge's Decision were premised on there being two possible interpretations of Paragraph 16 and Paragraph 17, namely either that the 2% Proxy Rule in Paragraph 17 only applies to proxies or that it also applies to representatives under Paragraph 16.[1] On the other hand, the Appellant submitted that there is only one possible interpretation which the literal wording of Paragraph 16 and Paragraph 17 can bear, *ie*, the 2% Proxy Rule only applies to proxies.[2]

14 I agreed with the Appellant. The wording of paragraph 17(5) of the First Schedule makes it abundantly clear that the 2% Proxy Rule only applies to "[a]n appointed proxy". Paragraph 16 also clearly provides, in contrast, that a corporate SP can appoint "any person it thinks fit to act as its representative" at management corporation meetings. There is no indication in the wording of these paragraphs that the 2% Proxy Rule can apply to representatives under Paragraph 16. Such an interpretation is not one which the wording of these paragraphs can bear.

15 I also agreed with the Appellant's submission that this conclusion is fortified by the canon of statutory construction that Parliament is presumed not to have intended an unworkable or impracticable result.[3] Corporate SPs are not natural persons. They cannot vote at management corporation meetings without

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1 Respondent's Written Submissions ("RWS") at para 16.

2 Appellant's Written Submissions ("AWS") at para 20.

3 AWS at para 21(e).

being represented by such natural persons, here the representatives. To apply the 2% Proxy Rule to representatives would lead to the impracticable result that a corporate SP which owns more than two lots or 2% of the total number of lots in a development would not be able to appoint a single representative to represent the full number of lots that it owns. That, with respect, cannot be the case. I note that the Respondent also made a submission based on this canon of construction,[4] which I will deal with in the context of legislative intent (at [28] below).

16 The Respondent cited the Court of Appeal's remark in *Tan Cheng Bock* at [44] that "other legislative provisions within the statute may be referred to" to defend its position that the 2% Proxy Rule in Paragraph 17 can be read into Paragraph 16.[5] In my judgment, this is not the correct reading of the Court of Appeal's remark. The Court of Appeal meant that it is permissible to refer to other provisions in the statute, such as Paragraph 17, to interpret the meaning of a provision, here Paragraph 16. It did not mean that elements of other provisions can be freely imported into a provision, which was what the Respondent sought to do.

To apply the 2% Proxy Rule to representatives does not further the legislative intent

17 There are two planks to the Respondent's arguments at the second stage of the *Tan Cheng Bock* analysis. It contended that, firstly, representatives under Paragraph 16 are in effect the same as proxies under Paragraph 17. Secondly, not applying the 2% Proxy Rule to representatives under Paragraph 16 would

4 RWS at para 28.

5 RWS at para 46.

allow corporate SPs to circumvent the rule by appointing representatives to represent more than two lots or 2% of the total number of lots in a development, contrary to the legislative intent as demonstrated by the relevant Parliamentary Debate (at [27] below). I will deal with each in turn.

Proxies and representatives are of different nature

18 The Respondent argued, in line with the Decision, that representatives under Paragraph 16 are both formally and substantively the same as proxies under Paragraph 17.[6] The Respondent attached to its submissions the LOA and the proxy form used by the Appellant management corporation and contended that they were almost identical.[7] Further, both representatives and proxies are functionally the same as they exercise the voting powers of another.[8]

19 In my judgment, this point did not assist the Respondent. Firstly, the fact that the LOA and the proxy form used by the Appellant management corporation were similarly formatted does not mean that this is necessarily the case for other management corporations. In any event, the interpretation of Paragraph 16 and Paragraph 17 cannot be determined by how one management corporation decided to format its LOA and proxy form. Secondly and in the context of the Act, proxies and representatives are distinct concepts. Representatives are mandatory for corporate SPs, as they require natural persons to exercise their voting powers at management corporation meetings. As the Appellant correctly submitted, any restriction on the appointment of representatives is, amongst other things, a restriction on the corporate SPs'

6 RWS at paras 20–25.

7 RWS at paras 21–23.

8 RWS at paras 24–25.

exercise of their own voting powers.[9] In contrast, proxies are optional arrangements, which are employed when, for example, the relevant SP cannot attend a meeting. The Respondent could not seriously contend that all rules applicable to proxies are equally applicable to representatives.

The legislative intent in enacting the 2% Proxy Rule was only to prevent proxy wars

20 Before I examine the relevant Parliamentary Debate (at [27] below), I make an observation on how the court should ascertain the legislative intent in general and when it may consider extraneous material.

21 The Court of Appeal in *Tan Cheng Bock* was unequivocal in its remark that the legislative intent should primarily be ascertained from the wording of the statute itself:

> 43 … we emphasise that in seeking to draw out the legislative purpose behind a provision, primacy should be accorded to the text of the provision and its statutory context over any extraneous material. The law enacted by Parliament is the text which Parliament has chosen in order to embody and to give effect to its purposes and objects. In line with this, the meaning and purpose of a provision should, as far as possible, be derived from the statute first, based on the provision(s) in question read in the context of the statute as a whole. …

22 Extraneous material, as made clear in s 9A(2) of the Interpretation Act, may only be considered to "confirm that the meaning of the provision is the ordinary meaning conveyed by the text of the provision". The court is only allowed to depart from the literal meaning of the provision if "the provision is ambiguous or obscure" or "if the ordinary meaning … leads to a result that is manifestly absurd or unreasonable". Similarly, the Court of Appeal in *Tan Seng*

[9] AWS at para 21(f).

Kee v Attorney-General [2022] 1 SLR 1347 opined at [174] that "the extraneous material can only be used to *confirm*, and not to *alter* or *supplant*, that plain meaning" [emphasis in original].

23 The Respondent advanced various contentions on the principles of statutory interpretation. It first contended that purposive interpretation "overrides" the plain wording of a provision and cited the Court of Appeal's guidance in *Dorsey James Michael v World Sport Group Pte Ltd* [2013] 3 SLR 354 ("*Dorsey James Michael*") in support:[10]

> 18 Insofar as s 9A(1) of the Interpretation Act provides that an interpretation promoting the purpose or object underlying the statute "shall be preferred" to an interpretation which does not, it mandates that a purposive approach be taken in statutory interpretation. In *Low Kok Heng* at [56]–[57] V K Rajah JA stated that the purposive approach mandated by s 9A(1) of the Interpretation Act is paramount and must take precedence over any other common law principles of statutory interpretation including, as in the case before us, the plain meaning rule. We agree.

24 However and in my judgment, the way in which the Respondent phrased the principle was incorrect. The Court of Appeal's remark did not mean that the court can freely depart from the literal meaning of the statute so as to give effect to the ascertained legislative intent. As made clear in the extracts at [10]–[11] above, purposive interpretation does not give the court a *carte blanche* to rewrite the statute but must operate within the parameters of its wording. What the Court of Appeal meant was that purposive interpretation should prevail over the plain meaning rule at common law, which states that "[i]t is only where the draftsman has failed to use plain words that aids to interpretation are to be employed" (Brady Coleman, "The Effect of Section 9A of the Interpretation Act

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10 RWS at para 32.

on Statutory Interpretation in Singapore" [2000] Sing JLS 152 at footnote 24, cited in *Low Kok Heng* at [41]). Therefore, the passage cited by the Respondent is not at all in conflict with my reasoning in these grounds of decision, which applied purposive interpretation as clarified by *Tan Cheng Bock* and gave primacy to the wording of the statute.

25 The Respondent further cited *The "Seaway"* [2005] 1 SLR(R) 435 for the proposition that extraneous material may be referred to even if there is no ambiguity or inconsistency in the wording of the provision in question (at [23]–[26]).[11] I agreed that this is indeed a trite proposition of law, support for which can also be found in *Low Kok Heng* at [43] and *Dorsey James Michael* at [19]. Although this proposition seems to sit uneasily with the conditions for considering extraneous material in s 9A(2) of the Interpretation Act, a closer examination of the three cases would reveal that what was meant by this proposition was simply that the court can refer to extraneous material to confirm that the meaning of the provision is its literal meaning (*ie*, s 9A(2)(*a*) of the Interpretation Act). As the Court of Appeal explained in *Tan Cheng Bock* at [49], consideration of extraneous material to confirm the meaning of the provision has the effects of demonstrating the soundness of the court's decision and assuring those governed by the law that the court applies the statute in keeping with its underlying policy imperatives.

26 Having discussed the correct approach to ascertaining the legislative intent, I now turn to apply the law to the facts. As established above at [21], the legislative intent should primarily be ascertained from the wording of the statute itself. In the present case, it was clear that whereas the appointment of proxies

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[11] RWS at para 33.

under Paragraph 17 is subject to the 2% Proxy Rule, the appointment of representatives under Paragraph 16, at least on its wording, is not. In fact, a corporate SP can appoint "any person it thinks fit to act as its representative". The wording of these two paragraphs, therefore, suggests that the legislative intent was to only subject the appointment of proxies to the 2% Proxy Rule, while giving corporate SPs wide flexibility in appointing representatives to represent themselves at management corporation meetings.

27 In light of discussions at [22] and [25] above, I next consider the relevant Parliamentary Debate to confirm that the meaning of Paragraph 16 and Paragraph 17 is their literal meaning. At the second reading of the Building Maintenance and Strata Management (Amendment) Bill, Mr Desmond Lee stated that (*Singapore Parliamentary Debates, Official Report* (11 September 2017) vol 94 (Desmond Lee, Second Minister for National Development)):

> Separately, Members would have read in media reports about 'proxy wars" at general meetings where some proxy holders garnered enough undirected proxy votes to dominate proceedings. There was a case a few years ago where three council members held more than 60% of the votes at a general meeting. This allowed them to effectively block attempts to remove them.
>
> Clause 59 therefore limits the number of proxies one can hold and to introduce directed proxy voting. The First Schedule to the BMSMA is amended to set a cap for any one proxy holder at either 2% of the total number of lots in a strata development or two lots, whichever is higher. Any proxy instruments held in excess will be treated as having no effect. There was overwhelming support for this proposal during public consultations. Many respondents felt that this would help rein in abuse and the ensuing spats. As an added safeguard, we will be prescribing an improved form of instrument to appoint a proxy. This will allow the proxy giver to explicitly direct his proxy to vote as he intended. This is an improvement from the current situation where proxy holders are essentially given "blank cheques".

> We recognise that these proposals cannot totally eradicate the problem of proxy abuse. Several SPs can theoretically still come together to coordinate and exercise their proxy votes collectively. But again, it is about striking a balance. Abolishing the proxy system would mean that any SP unable to attend general meetings would be completely unrepresented. So, in our view, the 2% cap is a calibrated point between tightening the system and keeping it practicable.

28 In my judgment, the Parliamentary Debate confirms that the 2% Proxy Rule was not intended to apply to representatives under Paragraph 16. The concern was not, as the District Judge framed, to avoid "the concentration of voting power in the hands of a few individuals" (Decision at [36]), but specifically to prevent proxy wars. There was no mention in the Parliamentary Debate of corporate SPs appointing representatives. As explained above at [15] and [19], I did not see Parliament's intent being to restrict the voting powers of corporate SPs which own more than two lots or 2% of the total number of lots in a development. The District Judge therefore erred in concluding that corporate SPs may circumvent the 2% Proxy Rule through the appointment of representatives (Decision at [39]–[41]). There is no circumvention or abuse because, by appointing representatives through LOAs, the corporate SPs will merely be exercising their own voting powers as they are entitled to. As such, the Respondent's argument based on the legislative intent,[12] as well as its argument based on the canon of construction that Parliament is presumed not to have intended an unworkable result (at [15] above),[13] failed.

29 In light of my conclusions above, there is only one possible interpretation that the wording of Paragraph 16 and Paragraph 17 can bear. The 2% Proxy Rule only applies to proxies under Paragraph 17. The legislative

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12 RWS at para 27.

13 RWS at para 28.

intent, as ascertained from both the paragraphs themselves and the Parliamentary Debate, confirms this interpretation. In enacting the 2% Proxy Rule, Parliament only intended to prevent proxy wars and at the same time allowed corporate SPs to appoint representatives as they require. There was thus no need to go on to the third stage of the *Tan Cheng Bock* analysis to choose the interpretation which best furthers the legislative intent.

Conclusion

30 I therefore allowed the appeal and overturned the order restraining the Appellant from accepting LOAs in breach of the 2% Proxy Rule. I also add in conclusion that the Minister's comment in the Parliamentary Debate on the amendment bill was about striking a balance. In my judgment, although the comment was made specifically with respect to the 2% Proxy Rule, it represented a microcosm of the importance of acting sensibly, practically and in the spirit of neighbourliness in the management of any building.

Wong Li Kok, Alex
Judge of the High Court

Chen Chongguang Daniel and Tan Hong Xun Enzel (Lee & Lee LLP) for the appellant;
Lin Shumin and Arushee Bhatnagar (Drew & Napier LLC) for the respondent.