

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

[2026] SGHC 173

Originating Claim No 968 of 2025 (Registrar's Appeal No 124 of 2026)

Between

- (1) Sean Kerwin Mathews
- (2) Mu Yee Shyong

... Claimants

And

- (1) Singapore Recreation Club
- (2) Chang Yeh Hong
- (3) Tan Huat Lim
- (4) Wee U-Jin
- (5) Tay Hwee Hong
- (6) Dayal Odhermal Khemlani
- (7) Ho Seng Fatt
- (8) Khoo Lai Soon
- (9) Koh Mingjie
- (10) Sim Jiexiang Davian
- (11) Tan Lam Siong
- (12) Teo Eu Jin Nicholas

... Defendants

GROUND'S OF DECISION

[Civil Procedure — Striking Out]

[Unincorporated Associations and Trade Unions — Friendly Societies —
Meetings]

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**Sean Kerwin Mathews and another
v
Singapore Recreation Club and others**

[2026] SGHC 173

General Division of the High Court — Originating Claim No 968 of 2025
(Registrar's Appeal No 124 of 2026)
Chan Seng Onn SJ
9, 24 June 2026

26 August 2026

Chan Seng Onn SJ:

Introduction

1 In HC/SUM 881/2026 (“SUM 881”), the defendants applied to strike out the claimants’ Statement of Claim (“SOC”) in HC/OC 968/2025 (“OC 968”) in its entirety. The Assistant Registrar (“AR”) allowed the defendants’ striking-out application. This was an appeal against the AR’s decision.

2 I allowed the appeal. These are the reasons for my decision.

Facts

The parties

3 The claimants are ordinary members of the first defendant, the Singapore Recreation Club (“Club”).¹ The Club is a social and recreational club that has a membership of 7,021 members as of February 2026.² Specifically, the claimants are members of the billiards section of the Club.³

4 The second to 12th defendants are members of the 127th Management Committee (“MC”) of the Club.⁴

Background to the dispute

The transformation works plan and transformation works resolution

5 On 2 February 2024, the Club posted a document on its website setting out a proposal to upgrade the Club’s facilities (“Transformation Works Plan”).⁵ The Transformation Works Plan included plans to relocate the billiards room from its location on level two of the Club’s clubhouse to basement two (“Relocation Plan”),⁶ and to convert the billiards room at level two of the clubhouse into a co-working space.⁷

¹ Sean Kerwin Mathews’ 2nd Affidavit dated 6 April 2026 (“Mathews’ 2nd Affidavit”) at para 1; Chang Yeh Hong’s 2nd Affidavit dated 20 March 2026 (“Chang’s 2nd Affidavit”) at para 9.

² Chang’s 2nd Affidavit at para 5.

³ Claimants’ Written Submissions dated 5 June 2026 in HC/RA 124/2026 (“CWS RA 124”) at para 8; Chang’s 2nd Affidavit at para 9.

⁴ Mathews’ 2nd Affidavit at para 5; Chang’s 2nd Affidavit at para 8.

⁵ Mathews’ 2nd Affidavit at para 6; Chang’s 2nd Affidavit at para 6.

⁶ Mathews’ 2nd Affidavit at p 112.

⁷ Mathews’ 2nd Affidavit at p 71.

6 On 1 March 2024, the Club posted on its website a document titled “Transformation Funding Proposal”, informing members that the cost of the proposed works was \$16.6m.⁸

7 At the extraordinary general meeting (“EOGM”) held on 24 March 2024 (“24 March 2024 EOGM”), it was resolved (“Transformation Works Resolution”), amongst other things, that:⁹

(a) The plan for the additional and alteration works to the clubhouse under the Transformation Works Plan was approved and the MC was authorised to carry out such works as planned in such manner as the MC in its absolute discretion shall determine from time to time;

(b) The MC was authorised to spend up to a maximum sum of \$16,620,231 for these works.

8 The original proposed budget for the Transformation Works Plan of \$16.6m included a contingency sum of \$1,510,930 that could be used to pay the Singapore Land Authority for the anticipated Land Betterment Charge (“LBC”).¹⁰ However, the LBC required eventually was \$4.9m for the proposed works, which was substantially more than anticipated.¹¹ In light of the revised

⁸ Mathews’ 2nd Affidavit at para 7 and p 141; Chang’s 2nd Affidavit at para 11 and p 175.

⁹ Chang’s 2nd Affidavit at para 10 and pp 165–166.

¹⁰ Mathews’ 2nd Affidavit at para 8; 1st Defendant’s Defence (Amendment No.1) dated 4 March 2026 at para 15; 2nd to 12th Defendants’ Defence (Amendment No.1) dated 4 March 2026 at para 14.

¹¹ Mathews’ 2nd Affidavit at para 14; Chang’s 2nd Affidavit at para 14.

LBC figure, the MC took the view that the relocation of the billiards room from level two to basement two was not financially viable.¹²

18 October 2025 EOGM

9 On 30 September 2025, the MC issued a notice to the Club’s members that an EOGM was to be held on 18 October 2025 (“18 October 2025 EOGM”) for the purpose of passing one of the following ordinary resolutions:¹³

(a) to approve the payment of the LBC of \$4.9m and proceed with the Relocation Plan, and to authorise the MC in its absolute discretion to raise funds for the payment of the LBC in accordance with r 37 of the Club’s Constitution (“Constitution”) (“Resolution 1”);¹⁴

(b) not to proceed with the Relocation Plan but to approve the plan for addition and alteration works to level two of the clubhouse to convert the current billiards room into a co-working space as originally approved (“Resolution 1a”);¹⁵ or

(c) not to proceed with the Relocation Plan but to approve the plan for addition and alteration works to level two of the clubhouse to integrate the billiards room within a co-working space on level two (“Resolution 1b”).¹⁶

¹² Chang’s 2nd Affidavit at para 15.

¹³ Mathews’ 2nd Affidavit at paras 9–10 and pp 148–149; Chang’s 2nd Affidavit at para 17 and pp 208–209.

¹⁴ Mathews’ 2nd Affidavit at pp 148 and 154.

¹⁵ Mathews’ 2nd Affidavit at pp 148 and 155.

¹⁶ Mathews’ 2nd Affidavit at pp 148 and 156.

10 The notice also specified that:¹⁷

(a) Resolution 1a shall be deemed to be passed and take effect immediately if Resolution 1 is not passed and Resolution 1a received more votes than Resolution 1b.

(b) Resolution 1b shall be deemed to be passed and shall take effect immediately if Resolution 1 is not passed and Resolution 1b received more votes than Resolution 1a.

(c) If both Resolutions 1a and 1b receive an equal number of votes, the MC has the discretion to make the final determination as to which resolution is to be adopted.

(d) Members may submit questions relating to the 18 October 2025 EOGM via post or email by 9 October 2025 6.00PM.

11 On 10 October 2025, the MC published on the Club’s website, a document titled “2nd EOGM of the 127th MC Q&A” to address various queries raised by the Club’s members regarding the upcoming 18 October 2025 EOGM (“Q&A”).¹⁸ The salient parts of the Q&A are reproduced below:¹⁹

...

Can I reject both Resolutions 1a and 1b?

Members can **reject both Resolutions 1a and 1b by abstaining from voting**. However, in order for the Transformation Works to remain on schedule, the management committee will proceed on the basis of which option receives the most votes.

¹⁷ Mathews’ 2nd Affidavit at pp 149–150.

¹⁸ Mathews’ 2nd Affidavit at paras 14–15 and pp 162–166.

¹⁹ Mathews’ 2nd Affidavit at pp 165–166.

How is the voting process to the proposed resolution?

1. Members will be given 2 voting slips to vote on at the same time.

Voting Slip 1: To approve the basement 2 Works and payment of the LBC (Resolution 1)

- Members will vote either “Yes” or “No” to this resolution by ticking on the relevant box.

Voting Slip 2: To Proceed with the conversion of the Billiards Room to a co-working space as previously approved (Resolution 1a) OR to proceed with a reconfigured plan to integrate a Billiards Room within the co-working space (Resolution 1b), if Resolution 1 is not passed.

- Members will vote for either Resolution 1a or Resolution 1b by ticking “Yes” on the box for the relevant resolution.

2. If Resolution 1 is passed by a simple majority, the votes for Voting Slip 2 (Resolutions 1a or 1b) will not be counted and the Club will proceed with the basement 2 Works and payment of the LBC.

3. If Resolution 1 is not passed by a simple majority, then the votes for Voting Slip 2 will be counted and the Club will proceed in accordance with the resolution (Resolution 1a or 1b) that receives the higher number of votes. If both Resolutions receive the same number of votes, the Club will proceed with either of these resolutions at its discretion.

4. Members can **abstain from voting for any of the resolutions by leaving the boxes in Voting Slips 1 and 2 unticked.** The following will be treated as spoilt votes:

- If a member ticks on both boxes for Resolution 1.
- If a member ticks on the boxes for both Resolutions 1a and 1b.

[emphasis in bold in original, emphasis in bold underlined italics added]

12 The Q&A specified the following:

(a) the members could reject both Resolutions 1a and 1b by abstaining from voting, although the MC would proceed on the basis of

the option that received the most votes to ensure that the works remained on schedule; and

(b) members would be given two voting slips, one with the option to vote “Yes” or “No” to Resolution 1 (“Voting Slip 1”) and another where members could vote for either Resolution 1a or Resolution 1b by ticking “Yes” on the relevant box (“Voting Slip 2”); and

(c) members could abstain from voting for any of the resolutions by leaving the boxes in Voting Slips 1 and 2 unticked.

13 On 14 October 2025, 143 members of Club sent a petition via email to the Club’s general manager, Mr James Lee (“Mr Lee”), requesting that a resolution be tabled at the 18 October 2025 EOGM for members to reject both Resolutions 1a and 1b.²⁰

14 At the 18 October 2025 EOGM, members were given two voting slips as detailed above. Voting Slip 1 contained an option to vote “Yes” or “No” with respect to Resolution 1 and a directive that “Voting Slip 2 is not applicable for tick to ‘YES’ box” (“Voting Slip 1 Directive”).²¹

15 According to the minutes of 18 October 2025 EOGM, Mr Lee read out several letters that members submitted prior to 9 October 2025 regarding the 18 October 2025 EOGM. He had categorised the letters into three separate sets:²² (a) Set A letters asked the MC to table an additional resolution at the EOGM to allow members to vote “No” to each of the proposed resolutions; (b) the Set B

²⁰ Mathews’ 2nd Affidavit at para 16 and pp 167–173.

²¹ Chang’s 2nd Affidavit at p 218.

²² Chang’s 2nd Affidavit at p 156 (4.1.4).

letter asked for an option to reject each of the resolutions or all three resolutions; and (c) Set C letters requested an additional resolution to ensure that members were accorded a full democratic right to support, reject or provide an alternative decision on the matters being tabled as there was no mechanism to reject both proposed options (*ie*, as set out in Resolutions 1a and 1b).²³ In response, Mr Lee replied that members “can vote for against a resolution with ‘YES’ or ‘NO’ in the voting. Members can reject a resolution in two ways, by not voting, this is either through a blank vote which is treated as an abstention, or by casting a ‘NO’ vote”.²⁴

16 By way of a letter dated 20 October 2025, that was posted on the Club’s website, the MC informed Club members of the results of the 18 October 2025 EOGM.²⁵ The letter stated, amongst other things, the following information:

(a) A total of 559 voting members were recorded as present upon the close of registration at 5.00PM.

(b) 559 votes were cast in respect of Resolution 1. 514 voted against Resolution 1, 32 voted in favour (*ie*, $32/(32 + 514) = 5.86\%$), five were spoilt votes and eight were blank votes. As a result, Resolution 1 was not passed as a simple majority of 50.1% was not attained.

(c) 514 votes were cast in respect of Resolution 1a. 151 voted in favour (*ie*, $151/(151+125) = 54.7\%$), 125 voted against, 183 were spoilt votes and 55 were blank votes. It was declared that Resolution 1a was

²³ Chang’s 2nd Affidavit at pp 154–156 (4.1.1–4.1.4).

²⁴ Chang’s 2nd Affidavit at p 156 (4.1.4).

²⁵ Mathews’ 2nd Affidavit at paras 21–22 and pp 174–176; Chang’s 2nd Affidavit at pp 262–264.

passed, as a simple majority of 54.7% of the number of valid votes counted was obtained.

(d) 514 votes were cast in respect of Resolution 1b. 125 voted in favour (*ie*, $125/(125 + 151) = 45.3\%$), 151 voted against, 192 were spoilt votes and 46 were blank votes. Resolution 1b was not passed as a simple majority was not obtained.

17 For ease of convenience, the votes are reflected in the table below:

Resolution	Result	Total votes cast	Votes in favour	Votes against	Spoilt Votes	Blank Votes
Resolution 1	Not passed	559	32	514	5	8
Resolution 1a	Passed	514	151	125	183	55
Resolution 1b	Not passed	514	125	151	192	46

Claims in OC 968

18 In response to the resolutions passed in the 18 October 2025 EOGM, the claimants brought OC 968, in which they sought, amongst other things, (a) a declaration that Resolution 1a was invalid; (b) a declaration that the passing of Resolution 1a was in contravention of r 37 of the Constitution; and (c) an injunction to restrain the defendants from carrying out the proposed works under Resolution 1a.²⁶

²⁶ Statement of Claim dated 19 November 2025 (“SOC”) at paras 40(1)–40(3).

19 The claimants pleaded the following main causes of action.

(a) The passing of Resolution 1a by simple majority was contrary to r 37 of the Constitution.²⁷ Rule 37 of the Constitution required Resolution 1a to be decided by a majority vote of the members entitled to vote who were *physically present* at the EOGM (*ie*, at least 280 of the 559 members, who were present at the 18 October 2025 EOGM) (“Simple Majority Voting Threshold Claim”).²⁸ Accordingly, as only 151 members had voted in favour of Resolution 1a, Resolution 1a had not been passed by a majority vote of 559 members.²⁹

(b) Alternatively, as the Q&A gave clear instructions that members could reject both Resolutions 1a and 1b by abstaining from voting and members could abstain from voting by leaving the boxes in Voting Slips 1 and 2 unticked (“Q&A Instructions”), the 55 blank votes submitted in respect of Resolution 1a ought to be construed as votes against Resolutions 1a and 1b (“Blank Votes Claim”).³⁰ Accordingly, there were 180 votes against Resolution 1a (*ie*, 55 blank votes combined with the 125 votes against Resolution 1a) compared to the 151 votes in favour of Resolution 1a. Therefore, Resolution 1a was not passed by a majority vote as required under r 37 of the Constitution and the MC’s assertion that Resolution 1a had been passed by majority vote was false and/or incorrect.³¹

²⁷ SOC at para 19.

²⁸ SOC at paras 20–23.

²⁹ SOC at para 24.

³⁰ SOC at paras 25–26 and 32.

³¹ SOC at paras 26 and 33.

(c) Alternatively, even if blank votes should not be counted as votes against Resolution 1a under r 37 of the Constitution, this would mean that the Q&A Instructions were contrary to r 37 of the Constitution and the results of Resolution 1a must be viewed as illegitimate (“Invalidity of Q&A Instructions Claim”).³²

(d) Further and/or in the alternative, the members’ right to vote was wrongfully curtailed at the 18 October 2025 EOGM as: (i) there was no resolution for members to reject *both* Resolutions 1a and 1b; and (ii) the members who voted in favour of Resolution 1 were denied the right to vote in relation to Resolutions 1a and 1b because the Voting Slip 1 Directive precluded members who voted in favour of Resolution 1 from casting a vote in respect of Resolutions 1a and 1b (“Curtailment of Members’ Right to Vote Claim”). As a result, the outcome of the 18 October 2025 EOGM was illegitimate *ab initio* and of no legal consequence.³³

The parties’ cases and the AR’s decision in SUM 881

20 In SUM 881, the defendants argued that the entire SOC should be struck out on the basis of all three limbs of O 9 r 16(1) of the Rules of Court 2021 (“ROC 2021”). They argued that the claimants’ claims were legally unsustainable, disclosed no reasonable cause of action and/or were an abuse of process.³⁴

³² SOC at paras 27–28.

³³ SOC at paras 29–31.

³⁴ 1st to 12th Defendants’ Written Submissions for HC/SUM 881/2026 dated 17 April 2026 at para 4.

21 The claimants argued that their case was at least reasonably arguable and was not incoherent, fanciful or legally impossible. Thus, the court should not exercise its powers to strike out a claim given that such powers were exceptional and ought to be exercised sparingly.³⁵

22 The AR struck out the SOC in its entirety. The AR held that r 37 of the Constitution, which applied where “any question arises involving either the raising or borrowing of money or the incurring of any capital expenditure by the Club of more than \$100,000 for any one project”, did not apply to Resolution 1a. While Resolution 1 certainly concerned the fundraising to pay the LBC of \$4.9m, Resolution 1a only concerned the manner in which the transformation works would proceed in the event that Resolution 1 was not passed and therefore did not deal with the Club’s efforts in fundraising.³⁶ In any case, invalidating Resolution 1a would not serve any legitimate purpose. Since the claimants did not challenge Resolution 1, the Club would not be able to relocate the billiards room to basement two under Resolution 1 and would also be unable to proceed with the option for a co-working space under Resolution 1a.³⁷

23 The AR also found the Simple Majority Voting Threshold Claim to be legally and factually unsustainable and without footing.³⁸ In particular, she found that:³⁹

³⁵ Claimants’ Written Submissions for HC/SUM 881/2026 dated 17 April 2026 at paras 11–13, 56–57.

³⁶ Minute Sheet for HC/SUM 881/2026 dated 13 May 2026 (“Minute Sheet”) at pp 11–12 (paras 21–22).

³⁷ Minute Sheet at p 12 (para 23).

³⁸ Minute Sheet at p 14 (para 26).

³⁹ Minute Sheet at pp 13–14 (paras 25–26).

(a) The Constitution did not make it compulsory for members to vote or for members who attended an EOGM, but abstained from voting, to be counted as forming part of the number of voters.

(b) The practice of the Club was to calculate a simple majority with reference to the number of valid votes cast, excluding any abstentions, blank or spoilt votes.

(c) Since r 35(d)(iii) of the Constitution provided that members who failed to cast their votes within the stipulated timeframe would forfeit their right to vote at the meeting, it would be illogical that a member who had forfeited his right to vote by abstaining from voting would concurrently also be regarded as having cast a vote against the resolution.

(d) Even if r 37 of the Constitution applied, r 35(d)(iv)(b) gave the MC the power to determine the process for voting at EOGMs and r 40 of the Constitution allowed the MC to interpret the Constitution in any case of ambiguity, with its decision being final and binding on members.

24 The AR found that the claimants had failed to show a triable issue with respect to their Curtailment of Members' Right to Vote Claim:⁴⁰

(a) The 143 members who put forth a petition to table another resolution fell squarely below the requisite number of 500 members or 10% of the eligible voting members, whichever was lower, to requisition a further EOGM under r 35(c) of the Constitution.

⁴⁰ Minute Sheet at p 15 (para 28).

(b) The claimants’ argument that members who voted for Resolution 1 could not vote on Resolutions 1a and 1b was “curious”. Any member who elected to vote for the basement 2 works to proceed could not simultaneously vote on the alternative Resolutions 1a and 1b which would only come into the picture if Resolution 1 was not passed.

(c) No arguments had been pleaded that the MC had exercised its discretion wrongfully such that the *bona fides* of its actions were called into question, or that there was an *ultra vires* act or that the requisition had been made for a collateral purpose.

25 The AR further found that the Blank Votes Claim was legally unsustainable, factually unsustainable and without basis.⁴¹ While the Q&A Instructions did state that members could reject both Resolutions 1a and 1b by abstaining from voting by leaving the relevant boxes unticked, it also stated that for the works to remain on schedule, the MC would proceed on the basis of whichever option received the most votes. Moreover, the Constitution could not be overridden by the Q&A Instructions.

The parties’ cases on appeal

26 The claimants argued that the AR had effectively determined the merits of arguable issues and had erred in striking out the action.⁴² This was not a “plain and obvious” case which should be struck out, but instead a dispute requiring determination on the merits.⁴³

⁴¹ Minute Sheet at pp 15–16 (para 29).

⁴² CWS RA 124 at paras 3, 133 and 134.

⁴³ CWS RA 124 at para 4.

27 The defendants submitted that the grounds which the AR relied on to strike out the SOC were correct.⁴⁴ On appeal, they specifically contended that:

(a) The claim that Resolution 1a was invalid as it was passed in contravention of r 37 of the Constitution disclosed no reasonable cause of action under O 9 r 16(1)(a) of the ROC 2021 because r 37 did not apply to Resolution 1a.⁴⁵

(b) The Simple Majority Voting Threshold Claim was legally and factually unsustainable and should be struck out in the interests of justice under O 9 r 16(1)(c) of the ROC 2021.⁴⁶

(c) The Curtailment of Members’ Right to Vote Claim disclosed no reasonable cause of action under O 9 r 16(1)(a) of the ROC 2021 and was, in any event, an abuse of process under O 9 r 16(1)(b) of the ROC 2021.⁴⁷

(d) The Blank Votes Claim was factually and legally unsustainable and should be struck out in the interests of justice under O 9 r 16(1)(c) of the ROC 2021, and was, in any event, an abuse of process under O 9 r 16(1)(b) of the ROC 2021.⁴⁸

⁴⁴ 1st–12th Defendants’ Written Submissions dated 5 June 2026 in HC/RA 124/2026 (“DWS RA 124”) at para 5(a).

⁴⁵ DWS RA 124 at paras 11–15.

⁴⁶ DWS RA 124 at paras 24–31.

⁴⁷ DWS RA 124 at paras 34–37.

⁴⁸ DWS RA 124 at paras 39–43.

(e) Invalidating Resolution 1a served no legitimate purpose and was futile.⁴⁹ This was an abuse of process and should be struck out under O 9 r 16(1)(c) of the ROC 2021 in the interests of justice.⁵⁰

The applicable law on striking out

28 Under O 9 r 16(1) of the ROC 2021, the court may strike out a pleading on three grounds: (a) it discloses no reasonable cause of action; (b) it is an abuse of process of the Court; or (c) it is in the interests of justice to do so.

29 Under the first ground that the claim discloses no reasonable cause of action, the test is whether the action has some chance of success when only the allegations in the pleadings are concerned (*Gabriel Peter & Partners v Wee Chong Jin* [1997] 3 SLR(R) 649 (“*Gabriel Peter*”) at [21]). As long as the statement of claim discloses some cause of action, or raises some question fit to be decided at trial, the mere fact that the case is weak and is not likely to succeed is no ground for striking out (*Gabriel Peter* at [21]). In assessing the viability of an action, a court will assume the pleaded facts to be true in favour of the claimant since this is properly a question of law (*Envy Asset Management Pte Ltd v Lau Lee Sheng* [2024] 4 SLR 1210 (“*Envy Asset Management*”) at [18]).

30 Under the second limb, the court considers whether the claim is an abuse of process of the court. The inquiry includes considerations of public policy and the interests of justice and signifies that the process of the court must be used *bona fide* and must not be abused. The court’s emphasis is on preventing the improper use of the court’s machinery and the judicial process from being used

⁴⁹ DWS RA 124 at paras 16–21.

⁵⁰ DWS RA 124 at paras 19 and 21.

as a means of vexation and oppression in the process of litigation (*Gabriel Peter* at [22]; *Envy Asset Management* at [19]).

31 Under the third limb, the court may strike out a claim in the interests of justice if it is “plainly or obviously unsustainable” (*Iskandar bin Rahmat v Attorney-General* [2022] 2 SLR 1018 at [19]). A claim could be either factually or legally unsustainable.

(a) A claim is factually unsustainable if it is “possible to say with confidence before trial that the factual basis for the claim is fanciful because it is entirely without substance” (*The “Bunga Melati 5”* [2012] 4 SLR 546 at [39(b)] (“*Bunga Melati 5*”). An example would be if it is “clear beyond question that the statement of facts is contradicted by all the documents or other material on which it is based” (*Bunga Melati 5* at [39(b)]).

(b) A claim is legally unsustainable if “it may be clear as a matter of law at the outset that even if a party were to succeed in proving all the facts that he offers to prove he will not be entitled to the remedy that he seeks” (*Bunga Melati 5* at [39(a)]).

32 It is trite that the threshold for a party to succeed in a striking out application is high. The court’s power to strike out is “draconian” and only to be exercised in “plain and obvious cases” where the claimant’s case is “wholly devoid of merit” (*Leong Quee Ching Karen v Lim Soon Huat* [2023] 4 SLR 1133 (“*Karen Leong*”) at [25]). The applicant in a striking out application bears the burden of proving that the claim is “obviously unsustainable, the pleadings [are] unarguably bad and it must be impossible, not just improbable, for the claim to succeed before the court will strike it out” (*Karen Leong* at [26]).

Issues

33 The issues I had to decide were as follows:

- (a) Did the claimants' claim that r 37 of the Constitution applied to Resolution 1a disclose a reasonable cause of action?
- (b) Was the Simple Majority Voting Threshold Claim factually and/or legally unsustainable?
- (c) Was the Blank Votes Claim factually and/or legally unsustainable?
- (d) Was the Blank Votes Claim an abuse of process?
- (e) Did the Curtailment of Members' Right to Vote Claim disclose a reasonable cause of action?
- (f) Was the Curtailment of Members' Right to Vote Claim an abuse of process?
- (g) Was there a legal utility to invalidating Resolution 1a?

Issue 1: Did the claimants' claim that r 37 of the Constitution applied to Resolution 1a disclose a reasonable cause of action?

34 I found that there was a triable issue that r 37 of the Constitution applied to Resolution 1a. I explain below.

35 Rule 37 of the Constitution provides as follows:

37. RAISING OF FUNDS

... when any question arises involving either the raising or borrowing of money or the *incurring of any capital expenditure by the Club of more than \$100,000* for any one project then that question and any other question *arising out of the same or incidental thereto shall be decided by a majority vote of the*

members entitled to vote expressed in person at an Extraordinary General Meeting. ...

[emphasis added]

36 The defendants argued that the claim that the passing of Resolution 1a was contrary to r 37 disclosed no reasonable cause of action as r 37 did not apply to Resolution 1a.⁵¹ They submitted that r 37 of the Constitution was engaged only by questions concerning the raising of funds or capital expenditure but Resolution 1a did not authorise any fresh fundraising.⁵²

37 Further, the defendants submitted that Resolution 1a was an “implementation decision” which did not involve capital expenditure of the kind at which r 37 was directed.⁵³ The MC already had the authority under the Transformation Works Resolution to carry out the alteration works in a manner considered appropriate within the approved budget of \$16.6m and Resolution 1a was concerned only with the *manner* in which already-approved works would proceed.⁵⁴ At the hearing on 24 June 2026, the defendants’ counsel framed the argument in terms of Resolution 1a not involving “fresh expenditure”.⁵⁵

38 The claimants argued that the defendants’ interpretation was too narrow.⁵⁶ On its face, Resolution 1a was arguably itself a question involving the incurrence of capital expenditure exceeding \$100,000. Even if it was not,

⁵¹ DWS RA 124 at para 11.

⁵² DWS RA 124 at para 12.

⁵³ DWS RA 124 at para 13.

⁵⁴ DWS RA 124 at paras 12 and 15.

⁵⁵ Notes of Evidence for HC/RA 124/2026 on 24 June 2026 (“NE 24 June”) at p 96 line 21.

⁵⁶ CWS RA 124 at para 54.

Resolution 1a was, at minimum, a question “arising out of...or incidental” to a question involving capital expenditure exceeding \$100,000 which fell under r 37.⁵⁷

39 In my view, while Resolution 1a might not have authorised any fresh fundraising, it could involve the incurrence of capital expenditure exceeding \$100,000, or was a question “arising out of...or incidental” to the incurrence of capital expenditure of \$16.6m. There was accordingly a triable issue as to whether r 37 of the Constitution applied to Resolution 1a.

Resolution 1a could involve capital expenditure exceeding \$100,000

40 While this would be a matter to be ventilated at trial, I preliminarily disagreed with the defendants’ argument that Resolution 1a did not involve “fresh expenditure” as the MC had the authority under the Transformation Works Resolution to incur capital expenditure on the works under Resolution 1a without seeking fresh approval (see [37] above). The construction of a co-working space on level two of the clubhouse was intertwined with the relocation of the billiards room from level two to basement two under the Relocation Plan. When members approved the conversion of the billiards room at level two into a co-working space and the budget of \$16.6m under the Transformation Works Resolution, this was based on an understanding that the billiards room would be relocated to basement two to make way for the co-working space.

41 However, when members voted under Resolution 1 not to proceed with the Relocation Plan, this meant that the billiards room would no longer be making way for the co-working space. Resolution 1 also did not seek the

⁵⁷ CWS RA 124 at paras 55 and 58.

members' approval on whether to get rid of the billiards room completely. Since the original Relocation Plan had been changed or cancelled when members rejected Resolution 1, this would have meant a reversion to the *status quo* with the billiards room remaining at level two. If so, the MC might have to seek fresh approval to utilise funds to convert the billiards room at level two entirely into a co-working space as contemplated under Resolution 1a, or to have a co-working space integrated with a billiards room as contemplated under Resolution 1b, even if the expenditure was within the \$16.6m budget that had been approved.

42 In the course of oral submissions, the defendants' counsel elaborated that the MC had the discretion to remove the billiards room as long as it was within the \$16.6m budget and it had a good reason to do so because the Transformation Works Resolution gave the MC the authority to "carry out the [addition and alteration works] as planned in such manner as the [MC] in their absolute discretion shall determine from time to time" (see [7(a)] above). In my view, the wording of the Transformation Works Resolution meant that the MC had discretion that was limited to minor aspects of the works such as the type of lights to be used in the billiards room, the number of tables to install in the co-working space and the tiles to be used for the rooms. However, removing a billiards room facility in its entirety was clearly a fundamental decision that could not be classified as merely a minor implementation detail. Therefore, Resolution 1a was arguably a question involving the incurrence of capital expenditure for the conversion from a billiards room to a co-working space.

43 At the hearing, the defendants' counsel admitted that funding was needed for the renovations contemplated in Resolution 1a, though he did not

know the exact sum needed.⁵⁸ As he was unable to confirm whether the funds needed would be more or less than \$100,000, the capital expenditure for Resolution 1a could well have exceeded \$100,000 and if so, r 37 would have applied. Accordingly, the total cost of the conversion from a billiard room to a co-working space in Resolution 1a would have to be established at the trial. It would not be appropriate to strike out the claim at this stage simply based on an assumption that the renovation cost would not exceed \$100,000 and therefore r 37 would be wholly inapplicable.

44 I also disagreed with the defendants’ oral argument that I could not consider this line of reasoning because it was not the claimants’ pleaded case that the works contemplated under Resolution 1a were *more* than \$100,000.⁵⁹

45 It is trite that a claimant is bound by his pleadings when a striking-out application is made against him (*Peloso, Matthew v Vikash Kumar* [2024] 4 SLR 289 at [29]). Pleadings serve a dual function of critically defining the parameters of the parties’ cases to prevent the other party from being taken by surprise and to define with clarity the issues in dispute which the court has to determine (*How Weng Fan v Sengkang Town Council* [2023] 2 SLR 235 (“*How Weng Fan*”) at [17]). As the Court of Appeal elaborated in *How Weng Fan*, only material facts need to be pleaded, though the legal result flowing from the material facts need not always be pleaded (at [19]). For example, a court may find a landlord liable to a tenant for trespass even if the tenant only pleaded a claim for a breach of covenant on quiet enjoyment, as long as the material facts pertaining to a claim in trespass were sufficiently pleaded (*How Weng Fan* at [19]).

⁵⁸ NE 24 June at p 49 line 30–p 50 line 6, p 50 lines 9–25.

⁵⁹ NE 24 June at p 84 line 31–p 85 line 11.

46 In my view, it was not a departure from the pleaded case for the claimants to argue that r 37 applied because Resolution 1a involved the incurrence of capital expenditure. The claimants’ pleadings on why r 37 applied to Resolution 1a were as follows:⁶⁰

20. Rule 37 of the Constitution provides as follows: -

“37. RAISING OF FUNDS

*The Committee may from time to time raise or borrow for the purposes of the Club such sums of money as they think proper and they may raise or secure the payment of such monies in such manner and upon terms and conditions in all respects as it thinks fit. **Provided that when any question arises involving either the raising or borrowing of money or the incurring of any capital expenditure by the Club of more than \$100,000 for any one project then that question and any other question arising out of the same or incidental thereto shall be decided by a majority vote of the members entitled to vote expressed in person at an Extraordinary General Meeting.***

...

21. In this regard, the resolutions tabled at the EOGM are questions/matters which arise from the raising of money by the Club of around \$16.6m for the purposes of the proposed upgrading works.

[emphasis in original]

47 While the claimants only explicitly referred to the fact that Resolution 1a arose from the raising of money of \$16.6m in the SOC, they had pleaded all the material facts to support a claim that Resolution 1a involved the incurrence of capital expenditure. They had pleaded that r 37 applied and set out the words of r 37. They had bolded and underlined certain words in r 37, including the limb that stated “**incurring of any capital expenditure by the Club of more than \$100,000**” [emphasis in original]. They had pleaded what Resolution 1a was

⁶⁰ SOC at paras 20 and 21.

about. Bearing in mind the purpose of pleadings, I could not see how it would take the defendants by surprise for the claimants to rely on this argument. This was not a case where the claimants sought to rely on an entirely different provision in the Constitution.

Resolution 1a was a question arising out of or incidental to the incurrence of capital expenditure of \$16.6m

48 In any case, I agreed with the case that the claimants explicitly pleaded in the SOC. Even if it was not necessary for the MC to seek fresh approval to carry out the works under Resolution 1a, the MC chose to give members a choice at the 18 October 2025 EOGM to vote on Resolutions 1a and 1b. By giving the members a choice on how and on what part of the \$16.6m should be spent, Resolution 1a was at the very least a question arising out of or incidental to the raising or incurrence of capital expenditure of \$16.6m following the cancellation of the Relocation Plan and r 37 could apply.

Issue 2: Was the Simple Majority Voting Threshold Claim factually and/or legally unsustainable?

49 I found that the claimants’ Simple Majority Voting Threshold Claim was not legally unsustainable.

50 The claimants contended that since r 37 did not use the formulation “majority of valid votes cast”, “majority of members voting on that specific resolution”, or “members present and voting”, there was at least an arguable case that the phrase “members entitled to vote expressed in person” in r 37 referred to the class of members physically present and entitled to vote at the 18 October 2025 EOGM.⁶¹

⁶¹ CWS RA 124 at paras 64–65.

51 The defendants submitted that the claimants' construction of r 37 was legally unsustainable because: (a) the Constitution did not provide that voting was compulsory, or that a member who attended an EOGM but abstained from voting had to be counted as forming part of the number of voters;⁶² and (b) the claimants' construction would produce an absurd result where a member who abstained from voting both forfeited his right to vote under r 35(d)(iii) of the Constitution and would be simultaneously deemed to have cast a vote against the resolution.⁶³

52 Further, the defendants submitted that the claimants' construction was factually unsustainable because:

(a) The contemporaneous documents showed that the Club had consistently determined simple majorities by reference only to valid votes cast, excluding abstentions, blank and spoilt votes (including at the 24 March 2024 EOGM and previous Annual General Meetings). This contradicted the claimants' assertion of the voting methodology under r 37 of the Constitution.⁶⁴

(b) Since the claimants were present and voted at the 24 March 2024 EOGM, they could not approbate and reprobate by accepting a voting methodology when it suited them and impugning it as unconstitutional when it produced a result they disliked.⁶⁵

⁶² DWS RA 124 at para 26.

⁶³ DWS RA 124 at para 26.

⁶⁴ DWS RA 124 at para 28.

⁶⁵ DWS RA 124 at para 29.

(c) In any event, r 35(d)(iv) allowed the MC to determine the voting process for general meetings and r 40 of the Constitution made the MC the sole authority for the interpretation of the Constitution.⁶⁶

Whether the Simple Majority Voting Threshold Claim was factually sustainable

53 The dispute between the parties turned on the proper interpretation of r 37 of the Constitution. This was a legal question that did not turn on disputed facts. While the defendants might have relied on certain contemporaneous documents to prove their interpretation of r 37 (see [52(a)] above), this did not change the nature of the legal question to be determined. In my view, the Simple Majority Voting Threshold Claim as pleaded should not be struck out on the ground of *factual* unsustainability.

54 Nevertheless, I considered whether the defendants’ arguments pertaining to factual unsustainability (see [52] above), on the prior practice of the Club as well as r 35(d)(iv) and r 40 of the Constitution, rendered this claim legally unsustainable.

Whether the Simple Majority Voting Threshold Claim was legally unsustainable

55 The relationship between members of the Club is founded on contract and the terms of the contract are contained in the Club’s Constitution (*Petrie Christopher Harrison v Jones Alan* [2005] 2 SLR(R) 387 (“*Petrie*”) at [18]–[19]). Thus, to interpret the Constitution, I applied the ordinary canons of interpretation relating to contract as follows (*Ang Tien Sin v Lai Kin Sin* [2025] SGHC 42 at [23]):

⁶⁶ DWS RA 124 at para 30.

- (a) The starting point is to look to the text that the parties have used.
- (b) At the same time, it is permissible to have regard to the relevant context if the relevant contextual points are clear, obvious and known to both parties. In this regard, the relevant context can include the entirety of the document and the way the contract as a whole was drafted.
- (c) The reason the court has regard to the relevant context is that it places the court in the best possible position to ascertain the parties' objective intentions by interpreting the expressions used by them in their proper context.
- (d) In general, the meaning ascribed to the terms of the contract must be one which the expressions used by the parties can reasonably bear.

56 I agreed with the defendants that the claimants' construction of r 37 was legally unsustainable *in so far as* the claimants were suggesting that members who were physically present, but who did not vote should be included in determining whether a resolution was passed by a majority. Rule 37 provided that the question "shall be decided by a majority vote of the members entitled to vote expressed in person". The plain wording of the provision only referred to members entitled to vote who "expressed" their votes in person (*ie*, actually cast their votes). The wording of r 37 ought to be contrasted with a provision that merely provided for a 'majority entitled to vote', which would then refer to a majority of those who were present at the meeting either in person or by proxy and who were properly entitled to vote (see A D Lang, *Horsley's Meetings: Procedure, Law and Practice* (LexisNexis Butterworths, 7th Edition, 2015) ("Horsley's Meetings") at [14.15], citing *Knowles v Zoological Society* [1959] 2 All ER 595).

57 In examining other provisions in the Constitution for relevant context, I noted r 35(d)(iii) which provided that:

Members who wish to listen or participate in the discussion may do so but they shall cast their votes within the time stipulated... Anyone who fails to cast his vote by that time shall forfeit his right to vote at that meeting.

If the claimants’ construction was correct, members who were physically present but did not vote would, in effect by their inaction, be voting against a resolution (see *Horsley’s Meetings* at [14.15]). I therefore also agreed with the defendants that it would give rise to an absurd result where the right to vote of these physically present non-voting members had been forfeited, but their inaction would simultaneously constitute “votes” against the resolution in effect.

58 Nevertheless, it seemed to me that there would be some chance of success for the core of the claimants’ claim. At its core, the claimants’ Simple Majority Voting Threshold Claim was that Resolution 1a had to be passed by at least 280 of the 559 members under r 37 of the Constitution.⁶⁷ While only 514 members had cast a vote with respect to Resolutions 1a and 1b, all 559 members who were entitled to vote and were physically present at the 18 October 2025 EOGM *had expressed their votes in person* by casting votes in respect of *Resolution 1*, albeit that five of them had cast spoilt votes and another eight of them had cast blank votes. There was an arguable case that the phrase, majority vote of “members entitled to vote expressed in person” referred to the majority of 559 members – all of whom had expressed their votes at the 18 October 2025 EOGM.

⁶⁷ SOC at para 23.

59 Even if the five spoilt votes and the eight blank votes cast in respect of *Resolution 1* were to be regarded as invalid “votes expressed in person” and had to be disregarded, the total number of members entitled to vote, who had expressed their votes in person at the 18 October 2025 EOGM, would be 546 members. A majority of 546 would still have to be at least 274 members.

60 The above approach referred to in [58] and [59] above would mean taking into account blank and spoilt votes cast in respect of Resolution 1a. The defendants argued that it would be wholly illogical and impractical for abstentions, blank or spoilt votes to be counted as they neither indicated support or opposition to a resolution.⁶⁸ It would be true that the traditional understanding is that in calculating the “majority” and/or “simple majority”, only “yes” or “no” votes should be taken into account (see N E Renton, *Guide for Meetings and Organisations* (LBC Information Services, 7th Edition, 2000) at para 12.101) and votes that *neither support nor oppose a resolution* should not affect the calculation of the simple majority (*Petrie* at [37]).

61 While it might generally be the case that blank or spoilt votes did not support or oppose a resolution, this in my view was a peculiar case where the members were given conflicting instructions on how they could reject both Resolutions 1a and 1b, and where their right to say “No” to both Resolutions 1a and 1b was curtailed. As I elaborate at [71]–[75] below, this meant that there was a triable issue as to whether blank and spoilt votes could be regarded as “No” votes expressed in person.

⁶⁸ Chang’s 2nd Affidavit at para 32.

62 The defendants’ other arguments, pertaining to factual unsustainability, also did not render the Simple Majority Voting Threshold Claim legally unsustainable (see [52] and [54] above).

63 First, the fact that this approach was contrary to the traditional practice of the Club (see [52(a)] and [52(b)] above) did not render the claimants’ claim plainly and obviously unsustainable. The prior practice of the Club only reflected the Club’s subjective understanding of r 37. What was key in contractual interpretation, and thus the interpretation of the Constitution, would be the objective intentions of parties (see [55(c)] above). The Court of Appeal had warned that the parties’ subjective understanding of a contractual provision should be treated with caution, unless there was clear evidence that the agreement was to be interpreted in accordance with a particular subjective intention (*Centre for Laser and Aesthetic and Medicine Pte Ltd v GPK Clinic (Orchard) Pte Ltd* [2017] SGCA 68 at [65]).

64 Second, with respect to the defendants’ reliance on r 35(d)(iv)(b) and r 40 of the Constitution, I was of the view that r 40(b) of the Constitution, and not r 35(d)(iv)(b), gave the MC the power to determine the voting process at the EOGMs. Rule 35(d)(iv)(b) only allowed the MC to determine whether the “process for...voting at any general meeting [was] to be held physically, electronically or combination of both methods”. Instead, r 40(b) of the Constitution was phrased broadly, providing that “In all cases not provided for in this Constitution the [MC] shall act according to their discretion.” More importantly, even if the Constitution gave the MC the power to determine the voting process at EOGMs and r 40 provided that the MC’s decision on the interpretation of the Constitution was final and binding on its members, *Petrie* established that these legal issues might still be reviewed by the court. There, the plaintiff, who was an ordinary member of Tanglin Club, brought an action

against Tanglin Club as well as 11 other defendants who were the members of the General Committee (“GC”) of the Tanglin Club. The plaintiff protested against several procedural and substantive aspects of a Special General Meeting (“SGM”) where various resolutions were proposed. The court rejected the defendants’ argument that sub-r 2(ii) of Tanglin Club’s rules conferred on the GC the right to interpret the rules and to determine how voting should proceed in respect of the resolutions. The court held that the GC’s views on legal issues could be reviewed by a court and such decisions were not final in law (at [32]).

Issue 3: Was the Blank Votes Claim factually and/or legally unsustainable?

65 I did not find the claimants’ Blank Votes Claim factually unsustainable.

66 The defendants submitted that the claimants’ claim, that blank votes should be counted as votes against Resolution 1a, was legally unsustainable because: (a) the Constitution did not provide that a non-vote would be a negative vote; (b) r 37 required a vote “expressed in person” and (c) r 35(d)(iii) treated a failure to vote as a forfeiture of the right to vote.⁶⁹ In any event, relying on *Petrie*, the defendants argued that the Q&A Instructions could not override the Constitution and could not create voting rights.⁷⁰

67 The claimants argued that the Q&A Instructions expressly stated that members could reject both Resolutions 1a and 1b by “abstaining from voting” and they could abstain from voting by leaving the boxes in Voting Slips 1 and 2 unticked. The conflicting statement in the Q&A that the MC would

⁶⁹ DWS RA 124 at para 40.

⁷⁰ DWS RA 124 at para 41.

nevertheless proceed with whichever option in respect of Resolutions 1a or 1b that received the most “Yes” votes, only made the issue triable.⁷¹

68 In my view, the fact that r 37 of the Constitution required a vote “expressed in person” or that r 35(d)(iii) treated a failure to vote as a forfeiture of the right to vote were not contrary to treating a blank vote as a vote against a resolution. This was because a blank vote, contrary to the defendants’ submission, was not a “non-vote” and was *still a vote cast*. For example, the results of the 18 October 2025 EOGM (see [16] and [17] above) showed that there were 559 votes cast with respect to Resolution 1 and 514 votes cast in respect of Resolutions 1a and 1b. The 514 votes in respect of Resolutions 1a and 1b included all the blank votes and spoilt votes but did not take into account the 45 people who did not cast a vote in respect of Resolutions 1a and 1b (*ie*, the people who truly abstained physically from voting or were precluded from voting because they had cast a “Yes” vote for Resolution 1).

69 For clarity, I set out my understanding of the differences between a blank vote, a spoilt vote and a member who physically abstained entirely from voting from the parties’ cases and the available documents.

(a) A vote was considered a blank vote if it had no marking at all. This was confirmed by the minutes of the 18 October 2025 EOGM where Mr Lee explained that “[a] vote with no marking at all or a blank vote will be considered as an invalid vote, and will not be counted”.⁷²

(b) A vote would be treated as spoilt where:

⁷¹ CWS RA 124 at paras 78 and 80.

⁷² Chang’s 2nd Affidavit at pp 158–159 (4.1.17).

(i) It contained an invalid marking like multiple choices, a check or an unclear mark (as Mr Lee explained at the 18 October 2025 EOGM);⁷³

(ii) A member had ticked on both the “Yes” and “No” boxes for Resolution 1 on Voting Slip 1 (as confirmed by the Q&A and an instruction on Voting Slip 1);⁷⁴ or

(iii) Voting Slip 2 contained “more than one ticked box in the respective box of 1a or 1b”, as confirmed by the Q&A and the instruction on Voting Slip 2.⁷⁵ At the hearing, the defendants’ counsel confirmed that where a member ticked “No” to both Resolutions 1a and 1b on Voting Slip 2, or “Yes” to both Resolutions 1a and 1b on Voting Slip 2, that would be considered a spoilt vote.⁷⁶

(c) A member could also choose to abstain from voting entirely by not voting. For example, 45 members out of the 559 members present did not cast a vote for Resolutions 1a and 1b.

70 Flowing from this, the question of whether the Q&A Instructions had overridden the Constitution missed the point because the Constitution was silent on how a member could cast a vote against a resolution. Rule 37 only required a majority vote expressed in person but it did not specify if blank votes ought to be treated as votes expressed, or votes against a resolution.

⁷³ Chang’s 2nd Affidavit at pp 158–159 (4.1.17).

⁷⁴ Chang’s 2nd Affidavit at pp 218 and 282.

⁷⁵ Chang’s 2nd Affidavit at pp 220 and 282.

⁷⁶ NE 24 June at p 91 lines 16–27.

71 The MC, through the Q&A Instructions, explicitly told the members that they could reject both Resolutions 1a and 1b by abstaining from voting, and they could abstain from voting by leaving the boxes in both Voting Slips unticked. Since the defendants themselves took the position that the Constitution gave the MC the power to determine the voting process and to interpret the Constitution (see [52(c)] above), there was an arguable question as to whether the MC had set the procedure that a blank vote should be counted as a vote rejecting both Resolutions 1a and 1b by giving the Q&A Instructions.

72 The defendants argued that the Blank Votes Claim was factually unsustainable as it was contradicted by the minutes of the 18 October 2025 EOGM. The minutes showed that Mr Lee explained at the 18 October 2025 EOGM that “a vote with no marking at all or a blank vote *will be considered as an invalid vote and will not be counted*” [emphasis added].⁷⁷ Further, the Q&A, read as a whole, made it clear that the MC would still proceed on the basis of whichever option received the most votes.⁷⁸

73 However, at their highest, the defendants’ arguments only showed that conflicting instructions were given. They did not meet the threshold of showing that the claimants’ case was completely devoid of merit. In fact, besides the Q&A Instructions, Mr Lee also explained at the 18 October 2025 EOGM that members could reject the resolution in two ways (see [15] above): “by not voting, this is *either through a blank vote which is treated as an abstention, or by casting a ‘NO’ vote.*” [emphasis added].⁷⁹ This explanation itself was confusing as it, on one hand, told members that they had the ability to reject a

⁷⁷ Chang’s 2nd Affidavit at pp 158–159.

⁷⁸ DWS RA 124 at para 40(b).

⁷⁹ Chang’s 2nd Affidavit at p 156 (4.1.4).

resolution by casting a blank vote, but on the other hand that their blank vote would be treated as abstention without having the effect of a rejection of both resolutions.

74 In fact, without expressing a definitive view as this should be a question to be determined by the trial court, the circumstances of this case showed that without an option to reject both Resolutions 1a and 1b, members appeared to have resorted to submitting spoilt or blank votes to reject both resolutions. The following circumstances led me to this conclusion. First, there were many spoilt and blank votes cast for Resolutions 1a and 1b, as compared to that for Resolution 1. Second, a sizeable number of members were disturbed by the fact that they did not have an option to reject both resolutions. 143 members submitted a petition to table a resolution to reject both. Members submitted letters prior to the 18 October 2025 EOGM (Set A, Set B and Set C letters) (see [15] above) that had a common grievance that there was no option to reject both Resolutions 1a and 1b. Third, the instructions were not the easiest to understand. Members were told via the Q&A Instructions that they could reject both resolutions by not ticking both boxes (*ie*, submitting a blank vote). They were then told by Mr Lee at the 18 October 2025 EOGM that they could reject a resolution by casting a “No” vote (but if members had ticked “No” to both Resolutions 1a and 1b, that vote would be treated as spoilt).

75 Thus, I was satisfied that in the circumstances of this case, there was an arguable case that blank votes and spoilt votes could be treated as votes against a resolution. While the claimants’ pleaded case was that only the blank votes should be counted as “No” votes, I addressed the treatment for spoilt votes to reach my conclusion on why spoilt or blank votes could arguably be votes counted in the calculation of the majority under r 37 (see [61] above). I would add that if the blank votes alone (*ie*, without the spoilt votes) were to be counted

towards the calculation of the majority under r 37, Resolution 1a would still not have been passed.

Issue 4: Was the Blank Votes Claim an abuse of process?

76 I did not find that the Blank Votes Claim was an abuse of process.

77 The defendants submitted that the Blank Votes Claim was an abuse of process under O 9 r 16(1)(b) of the ROC 2021 because:

(a) The Blank Votes Claim (which treated the Q&A as if it were binding) contradicted the Invalidity of Q&A Instructions Claim (where it was contended that the Q&A was invalid).⁸⁰

(b) The claimants’ own conduct, by trying to submit a petition for a separate resolution to reject both Resolutions 1a and 1b, contradicted their own case.⁸¹

78 I disagreed that the claim was an abuse of process. With respect to the defendants’ first argument, the Invalidity of the Q&A Instructions Claim was clearly pleaded as an *alternative* argument to the Blank Votes Claim. Parties could plead inconsistent causes of action in the alternative as long as the inconsistency did not, particularly in relation to the facts pleaded, offend common sense (*Ng Chee Weng v Lim Jit Ming Bryan* [2012] 1 SLR 457 (“*Ng Chee Weng*”) at [37]). An example of an inconsistency that offended common sense would be when the pleader had actual knowledge of which alternative was true (*Ng Chee Weng* at [37]).

⁸⁰ DWS RA 124 at para 42(a).

⁸¹ DWS RA 124 at para 42(b).

79 The claimants’ case was that the Q&A Instructions were valid and the blank votes should be considered as votes against both Resolutions 1a and 1b under r 37 (Blank Votes Claim). In the alternative, they pleaded that if blank votes were not votes against both Resolutions 1a and 1b under r 37, the Q&A Instructions were then invalid as they were contrary to r 37 (Invalidity of Q&A Instructions Claim).

80 In my view, the pleadings were not so fatally inconsistent so as to offend common sense. The inconsistency between the claims related to whether or not, under r 37 of the Constitution, blank votes should be counted as votes against both Resolutions 1a and 1b. This was a legal issue on the construction of r 37 that did not rest within the claimants’ knowledge (who did not play a part in drafting the Constitution). This was not a case where a party deliberately put forward two inconsistent versions of the material facts where the truth was within his own knowledge.

81 With respect to the defendants’ second argument, I did not think it was an abuse of process for the claimants to bring the current claim after their unsuccessful petition for a separate resolution to reject both Resolutions 1a and 1b. Since the prior practice of the Club had always been to exclude blank votes from the calculation of the majority, it was natural that the claimants would try to find a way to say “No” to reject both Resolutions 1a and 1b. However, this did not change the fact that there was an arguable case that a new procedure could have been created in light of the Q&A Instructions.

Issue 5: Did the Curtailment of Members’ Right to Vote Claim disclose a reasonable cause of action?

82 The claimants argued that the members’ right to vote was wrongfully curtailed at the 18 October 2025 EOGM as: (a) there was no resolution tabled

at the EOGM for the members to reject both Resolutions 1a and 1b; and (b) members who voted in favour of Resolution 1 were denied the right to vote in relation to Resolutions 1a and 1b.⁸²

83 The defendants submitted that this claim disclosed no reasonable cause of action for the three reasons that the AR had accepted:⁸³ (a) the Constitution did not confer a freestanding right on members to insist that the MC table a separate resolution to reject both Resolutions 1a and 1b and the petition did not meet the requisite threshold to requisition an EOGM under r 35(c) of the Constitution;⁸⁴ (b) the fact that members who voted “Yes” to Resolution 1 were precluded from voting on Resolutions 1a and 1b was inherent in the structure of the resolutions;⁸⁵ and (c) there was no contention that the MC exercised its discretion wrongfully.⁸⁶ At the hearing on 24 June 2026, the defendants’ counsel also seemed to suggest that the claimants’ pleadings were deficient as they did not explicitly plead where the members’ right to reject both Resolutions 1a and 1b came from.⁸⁷

No option to reject both Resolutions 1a and 1b

84 A club member’s right to vote was an important contractual right that could not be fettered or removed otherwise than in accordance with the Constitution (*Petrie* at [30]). Since it was a contractual right, the club members’ right to vote would have to be found in the Constitution.

⁸² SOC at paras 29 and 31.

⁸³ DWS RA 124 at para 34.

⁸⁴ DWS RA 124 at para 34.

⁸⁵ DWS RA 124 at para 35.

⁸⁶ DWS RA 124 at para 35.

⁸⁷ NE 24 June at p 105 lines 23–29.

85 In my view, the members’ right to vote “Yes” or “No” to Resolutions 1a and 1b could be found in r 37 of the Constitution. For the reasons I explained above, there was an arguable case that r 37 applied to Resolution 1a. At the hearing, the defendants’ counsel admitted that the members would have a right to vote on Resolutions 1a and 1b if r 37 applied.⁸⁸ While it was not explicitly pleaded that r 37 was the source of the right to vote with respect to the Curtailment of Members’ Right to Vote Claim, the claimants had sufficiently pleaded the material facts that Resolution 1a attracted the application of r 37.

86 Even if I was wrong in that r 37 did not give members such a right to vote, the MC gave members a choice to vote on the Resolutions 1a and 1b. I rejected the defendants’ oral submission that this meant that the members only had the option, but not a right, to vote.⁸⁹ Once a resolution was put up for a vote at an EOGM, the Constitution provided that certain members with certain classes of membership were entitled to vote under r 35(d)(i) of the Constitution. Thus, these members had a right to vote and it appeared that there was no other provision in the Constitution that provided a basis to fetter this right to vote.

87 The MC structured Resolutions 1a and 1b such that they did not need to be passed by a simple majority. Members could not vote “No” against both Resolutions 1a and 1b, or their votes would be considered spoilt if they did so. With such constraints on voting and with no option for members to reject both Resolutions 1a and 1b, the MC arguably ran afoul of the Club members’ voting entitlement. Therefore, on this basis, there was a reasonable cause of action that the members’ right to vote was wrongfully curtailed at the 18 October 2025 EOGM.

⁸⁸ NE 24 June at p 108 lines 27–30.

⁸⁹ NE 24 June at p 39 lines 8–13.

Members who voted in favour of Resolution 1 were expressly precluded from voting for Resolutions 1a and 1b

88 Flowing from my conclusion that there was an arguable case that r 37 required Resolution 1a to be passed by a majority of at least 280 out of 559 members as explained at [58] above (or by a majority of at least 274 out of 546 even if the spoilt and blank votes in respect of Resolution 1 were to be disregarded as explained at [59]), the 32 members who voted in favour of Resolution 1 were in any case improperly prevented from casting a vote on Resolutions 1a and 1b.

89 The AR seemed to adopt the view that Resolution 1 was mutually exclusive to Resolutions 1a and 1b. Thus, she reasoned that any member who voted for Resolution 1 could not simultaneously vote on the alternative resolutions which would only come into the picture had Resolution 1 not been passed (see [24(b)] above). I disagreed.

90 In placing motions or resolutions for approval at a meeting, there ought to be separate resolutions for separate issues, unless the motion was an omnibus, composite or a parallel resolution (*Petrie* at [20]–[21]). The High Court in *Petrie* explained, using the term “motion” interchangeably with “resolution”, as follows (at [21]):

Omnibus motion: An “omnibus motion” is one which includes two or more proposals although they (or some of them) are not dependent on each other: it is a motion which, in fact, is more than one motion, each (or some) having an independent significance, and a distinct consequence if carried. An example would be a single motion which embraces several proposed amendments to a company’s articles of association or a body’s rules, where the changes are not all connected or some may introduce fresh policy. Such a motion must be voted for or against in its entirety (subject, of course, to valid amendments where this is possible). Accordingly, where a voter agrees with some of the proposals but finds one or more unacceptable, a

decision needs to be made as to whether to vote for the latter or against the former. Where such a motion is carried it is described as an omnibus resolution, which is a useful term as it indicated that it was passed in the light of the above circumstances.

Composite motion: The terms “composite motion” and “composite resolution” are sometimes useful as an alternative to “omnibus motion”. However, it is accepted as useful for the term to be utilized to describe a multi-part motion (and resolution) which has been framed by a chairman or a drafting committee to incorporate the principal points of several motions of which notice has been received, where all of them deal with similar or closely related subject matter or all of them are directed to the same objective.

Parallel motions: When several, mutually exclusive proposals are to be considered by a meeting and only one is to be adopted, it is best to consider all the proposals as a single item of business. For example, imagine that a social club is holding a meeting to decide on a suitable Christmas Party activity. There could be three or four well researched proposals which members would like to consider. In these circumstances it would be clearly inappropriate to deal with each proposal as a separate motion. It is a very similar situation to voting for office bearers when three or four candidates offer themselves for election to a single position. The best way to deal with parallel motions is to allow the movers (and seconders) to speak to their proposals, then open the whole range of alternatives to discussion, then allowing each mover to have a right of reply and then take a vote using exhaustive or preferential voting. The chairman should explain this procedure at the beginning to avoid any confusion.

[emphasis in original]

91 While Resolution 1 and Resolutions 1a and 1b were intertwined, they dealt with distinct issues and were separate questions involving capital expenditure which were not omnibus, composite or parallel resolutions. Resolution 1 concerned *whether* the Club should proceed with the previously approved Relocation Plan of moving the billiards room from level two to basement two and thereafter converting the space at level two into a co-working space, while Resolutions 1a and 1b dealt with *how* the Club should proceed if

the Club did not proceed with or cancelled the previously approved Relocation Plan. Thus, it seemed to me that the members had a right to vote on Resolution 1 and a *separate* right to vote afresh on Resolutions 1a and 1b under r 37 of the Constitution, which would include an entitlement to vote to reject *both* Resolutions 1a and 1b. Since the members had overwhelmingly voted against Resolution 1 (*ie*, 514 out of the 559 votes cast were “No” votes) and therefore that they did not wish to proceed with the Relocation Plan anymore, it necessarily followed that the billiards room would have automatically remained on level two and the *status quo* should remain. Any change to that *status quo* arising from the cancellation of the Relocation Plan would, in my view, have necessitated new resolutions, where all the members should be entitled to vote afresh without any constraints on how they had previously voted for Resolution 1. In other words, when the billiards room could no longer be moved to basement two following the cancellation of the Relocation Plan, the members (including the 32 members who had voted “Yes” for Resolution 1) should be able to vote “No” to both Resolutions 1a and 1b (if they so wished) to reject any full or partial conversion of level two into a co-working space so that the billiards room would remain on level two.

92 This would be similar to *Petrie*. There, at a SGM of Tanglin Club, members who voted against Resolution 1A, which proposed that a modified Master Plan be approved, were expressly precluded from voting on any of the three expenditure options in Resolution 1B (on how much to spend if the modified Master Plan was approved). The court held that while Resolutions 1A and 1B were inextricably intertwined, they raised separate and distinct issues with Resolution 1A concerning whether to proceed with the redevelopment and Resolution 1B on how much capital expenditure to incur if the redevelopment was approved (at [24]). The court held that all members present at the SGM had

a right to vote on the quantum of capital expenditure under r 4(v) of Tanglin Club's rules, which provided that expenditure over \$250,000 shall not be incurred unless approved by a simple majority of members present and voting, and r 38(ii) which required every resolution to be decided by a simple majority of members present and voting (at [31], [33] and [35]). Members who voted against Resolution 1A were improperly and unduly prevented from casting a vote on the appropriate level of capital expenditure (at [35]).

Issue 6: Was the Curtailment of Members' Right to Vote Claim an abuse of process?

93 I did not find that the Curtailment of Members' Right to Vote Claim was an abuse of process.

94 The defendants also argued that the claim was an abuse of process and should be struck out under O 9 r 16(1)(b) of the ROC 2021 as the claimants commenced the present proceedings instead of availing themselves of the r 35(c) requisition mechanism in the Constitution.⁹⁰

95 While r 35(c) of the Constitution provided a mechanism for the members to requisition an EOGM, I agreed with the claimants that it was not a condition that had to be satisfied in order to commence the present proceedings.⁹¹ The claimants had legitimate grievances and concerns regarding the validity of the proceedings at the 18 October 2025 EOGM. It could not be said to be an improper use of the court's machinery for them to seek a declaration on this.

⁹⁰ DWS RA 124 at para 37.

⁹¹ CWS RA 124 at paras 85–87.

Issue 7: Was there a legal utility to invalidating Resolution 1a?

96 Proceedings which were manifestly groundless or without foundation or which *served no useful purpose* could amount to an abuse of process (*Chee Siok Chin v Minister for Home Affairs* [2006] 1 SLR(R) 582 at [34(c)]).

97 The defendants argued that the claimants' claim to invalidate Resolution 1a was an abuse of process as it would not yield any practical relief.⁹² If Resolution 1a were invalidated, the Club would be left in a stalemate as it would be unable to relocate the billiards room to basement two because the members had voted against Resolution 1 (which the claimants had not challenged). Since the billiards room would have to remain on level two, it would be unable to construct a co-working space on level two, in direct contravention of the Transformation Works Resolution.⁹³ The Club would be forced to hold a fresh vote, which might well yield the same result, or to reinstate the billiards room to level two in breach of the Transformation Works Resolution.⁹⁴ At the hearing, the defendants' counsel also orally submitted that the renovation works had already begun,⁹⁵ appearing to suggest that it would be impossible to, or hard to, go back to *status quo* prior to the Transformation Works Resolution.

98 I disagreed that retaining the billiards room at level two with no co-working space at level two was in breach of or in direct contravention of the Transformation Works Resolution. When members overwhelmingly voted in Resolution 1 to cancel the entire Relocation Plan which had originally been

⁹² DWS RA 124 at paras 17–18 and 46.

⁹³ DWS RA 124 at para 18.

⁹⁴ DWS RA 124 at para 18.

⁹⁵ NE 24 June at p 24 line 30–p 25 line 7.

approved as part of the works in the Transformation Works Resolution, this seemed to be a decision to revert to the *status quo* with no conversion of the billiards room space on level two, whether entirely or partially, to a co-working space. It simply meant that the members had voted that the part of the relocation and conversion works for basement two and level two that they had originally voted to do under the Transformation Works Resolution would not be done anymore. There was no breach of or contravention of the Transformation Works Resolution.

99 I also disagreed that the present proceedings served no useful purpose. This was not a situation where granting the relief sought would be impossible or would leave the Club in an impossible situation. As the AR and the defendants acknowledged, a fresh vote could be conducted to determine the next steps. While a fresh vote could yield the same result, there was no guarantee that this was the case. The present proceedings could not be characterised as serving no useful purpose when what the claimants were seeking was simply a fair vote on the matter.

100 While the renovation works had commenced, it was still possible to reinstate the billiards room on level two. According to the claimants, at the hearing for the claimants' application for an interlocutory injunction to restrain the defendants from giving effect to Resolution 1a, the defendants argued that an injunction was not necessary as the renovation works could be paused, the billiards room could be restored and damages were an adequate remedy.⁹⁶ The court declined to grant the injunction on the basis that damages were an adequate remedy.⁹⁷ These facts were not contested by the defendants.

⁹⁶ CWS RA 124 at paras 6 and 98–100.

⁹⁷ CWS RA 124 at para 101.

101 I agreed with the claimants that it would be contradictory for the defendants to, on the one hand, resist an injunction by saying that the renovation works were reversible, and on the other hand, to now argue that it was impossible to reinstate the billiards room to level two. While I accepted that it would likely be inconvenient and incur costs to reverse the works that had already been commenced, this was not a basis to conclude that the claim was an abuse of process.

Conclusion

102 For the above reasons, I allowed the appeal against the AR's decision and declined to strike out any of the claimants' claims. I ordered the defendants to pay the claimants costs of \$30,000 and disbursements of \$1,901.83.

Chan Seng Onn
Senior Judge

Clarence Lun Yaodong (Fervent Chambers LLC) for the first and
second claimants;
Alexander Nathanael Walter and Goh Lilin Claire (Incisive Law
LLC) for the first to twelfth defendants.
