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DISTRICT JUDGE
SIA AIK KOR
19 DECEMBER 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 325

District Court Originating Claim No. 675 of 2024

Between

Yip Kie Sie

… *Claimant*

And

(1) Denis Lim Boon Jin
(2) Chan Kheng Choo Lena

… *Defendants*

JUDGMENT

[Tort — Defamation — Whether statements defamatory in ordinary and natural meaning]

[Tort — Defamation — Justification — Whether sting of charge was substantially true]

[Tort — Defamation — Qualified Privilege — Whether statements made on occasion of qualified privilege — Whether qualified privilege defeated by malice]

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Yip Kie Sie
v
Denis Lim Boon Jin & anor

[2025] SGDC 325

District Court Originating Claim No. 675 of 2024
District Judge Sia Aik Kor
27, 28, 29 August, 21 November 2025

19 December 2025 Judgment reserved.

District Judge Sia Aik Kor:

1 Yip Kie Sie (the "Claimant") was the chairman of the 17th management council ("MC") of MCST No. 2573, the Heritage View Condominium ("HV") until the 6th meeting of the 17th MC held on 22 January 2020. Denis Lim Boon Jin (the "First Defendant") was elected at the same meeting as chairman for the remaining term of the 17th MC as well as the 18th MC until 16 December 2020 when Chan Kheng Choo Lena (the "Second Defendant") became Chairperson for the remaining term of the 18th MC. The Second Defendant was the Secretary of the 17th MC.

2 This is the Claimant's claim in defamation against the First and Second Defendants.

The Claimant's Case

1st Set of Defamatory Words

3 The Claimant claims that on 22 January 2020, at the 6th meeting of the 17th MC, the Defendants published or caused to be published the following statements about the Claimant (collectively the "1st Set of Defamatory Words"):

(a) The Claimant had caused the "*omittance of dates when approving documents*" and "*could not explain satisfactorily to the Council on reasons why he had signed the novation cleaning contract but not the main cleaning contract*" ("First Statement").

(b) The Claimant had "*misused his position as a Chairman to directly ask the technicians (circumventing the authority of the [Managing Agent] and Council) to procure material and repair a damaged table at BBQ Pit E*" and "*failed to notify his fellow Council Members*" of his "*pecuniary interest*" in the same ("Second Statement").

(c) The Claimant had "*unilaterally … overruled a decision [of the MC] on the replacement of 2 tank filters for the lap pool … without prior discussion and consensus from other Council Members*" ("Third Statement").

(d) The Claimant had held "*private meetings on estate matters with the Managing Agent*" and in doing so "*had not displayed any openness and transparency as Chairman. He had secretly arranged a meeting with his wife (Sim Nyet Moi) with the Managing Agent, and David Wong as Council Member who was being invited at very short notice.*" Mr Yip "*failed to inform the*

council and adequately explain why his wife was involved in this meeting and in what capacity." ("Fourth Statement")

(e) The Claimant was "*not acting in the manner that was expected of him in the discharge of his duties as the Chairman of the MCST*". ("Fifth Statement")

4 On or around 6 or 7 February 2020, the Defendants published or caused to be published minutes of the 6th meeting containing the 1st Set of Defamatory Words on the notice boards of HV. The 6th meeting of the 17th MC was attended by the other members of the 17th MC and the meeting minutes published on the notice boards of HV were accessible to all the residents of HV.

5 The Claimant claims that the 1st Set of Defamatory Words, in their natural and ordinary meaning meant and were understood to mean that the Claimant had abused his authority as chairman of the MC and/or that he had done so to advance his personal pecuniary interests and/or in disregard of HV's interest.

6 The Claimant claims that the 1st Set of Defamatory Words were calculated to disparage the Claimant in his capacity as the chairman of the 17th MC and were maliciously made. The Defendants had personally benefited from making the defamatory statements. On the back of these statements, the First Defendant requested the Claimant to step down as chairman and moved an un-tabled motion of no-confidence against the Claimant which was seconded by the Second Defendant. This resulted in the First Defendant being nominated and elected as chairman in the Claimant's place.

2nd Set of Defamatory Words

7 In or around mid-October 2020, ahead of HV's Annual General Meeting ("AGM") in end October 2020, the Defendants published or caused to be published a complaint to BCA against the Claimant about his alleged misuse of authority as chairman of the MC to procure repairs to a damaged table at the BBQ pit to advance his personal pecuniary interests (the "2nd Set of Defamatory Words"). In their natural and ordinary meaning, these words meant and were understood to mean that the Claimant had abused his authority as chairman of the MC and/or to advance his personal pecuniary interest and/or in disregard of HV's interests and were calculated to disparage the Claimant.

8 The Claimant claims that the 2nd Set of Defamatory Words were maliciously made. On or about 26 November 2020, BCA informed the Claimant that having concluded its findings, BCA would not be taking any action in the complaint. The Claimant informed the MC of the BCA's findings contemporaneously. The First Defendant, who was the chairman of the MC, and the Second Defendant, who was the Secretary of the MC, would have known of the BCA's findings but no clarification was made to the MC.

3rd Set of Defamatory Words

9 On or about 30 or 31 October 2020, at HV's AGM, the First Defendant published or caused to be published the following statements (collectively the 3rd Set of Defamatory Words):

(a) The Claimant had "*maintained that contract signing was solely his responsibility*" but "*there was a cleaning contract with ACTEEF Cleaning Specialists Pte Ltd that was not signed. The fact of this matter only came about in January 2020 even though the Council has been running since August last year. It was*

found that there was only a novation letter signed, indicating the change of name of the cleaning contractor, but the core cleaning contract was not signed. The fact that the MCST do not have a cleaning contract and the arrangement with the cleaning company was done on a month-by-month basis meant that in the event of non-performance by the vendor, the MCST did not have any recourse to apply any liquidated damages and this is very critical. The Council discovered this and decided to act."

(b) The Claimant had caused "*the managing agent contract with Smart Property [to not be] signed until January 2020 ... no reason was given as to why the contract was not signed. There are two big projects to be embarked on. However if the MCST does not have a contract with the managing agent signed, how is the MCST to proceed or move forward with contract, to even embark on these projects.*"

(c) The Claimant had been involved in a "*more serious incident that was related to damaging of a table top. [The Claimant] had notified and sent a damaged table top to the technician for repair but by-passing the condominium manager. He basically did not go through the protocol and did not declare any fiduciary interest on the matter. This is in breach of BMSMA section 60(1) and in all of this there was basically no transparency. [The Claimant] was asked but refused to provide any explanation and was simply not acceptable as a chairman as he had basically even gone against the house-rules when you are not supposed to approach the technicians on a personal basis to do personal favours.*"

(d) The Claimant had been involved in "*a lot of cases of unilateral decision making plus private meetings which unfortunately residents and Council members were not aware of*".

(e) The Claimant had a "*pattern of not answering, not doing things and not being open to other Council members*".

(f) The Claimant had been involved in "*certain irregularities*" which was later "*discovered*" by the MC.

(g) The Claimant had been sent signed cheques in May 2020 which was "*basically a breach of the BMSMA section 47*".

(h) The Claimant had been "*negotiating with companies directly without the knowledge of the Council*".

10 In or around 2021, the First Defendant published or caused to be published the 3rd Set of Defamatory Words when he approved or caused to be approved the minutes of the above-mentioned AGM at the subsequent AGM in 2021.

11 The Claimant claims that the AGM in October 2020 and/or 2021 were attended by various residents of HV and that the minutes of the AGM would be published and made accessible to all residents of HV.

12 The Claimant claims that the 3rd Set of Defamatory Words, in their natural and ordinary meaning, meant and were understood to mean that

(a) the Claimant had abused his authority as chairman of the MC to advance his personal pecuniary interest and in disregard of HV's interests;

(b) the Claimant had failed to properly carry out his duties as chairman of the MC; and/or

(c) the Claimant, as chairman of the MC was not accountable to the MC and refused to be accountable to the MC.

13 The Claimant claims that the 3rd Set of Defamatory Words were maliciously made. The First Defendant had personally benefitted from making these defamatory statements as they justified his nomination and election as chairman of the 17th MC following the no-confidence vote against the Claimant at the 6th meeting of the 17th MC.

The First Defendant's Case

1st Set of Defamatory Words

14 The First Defendant does not admit publishing the 1st Set of Defamatory Words and denies that they are defamatory. The First Defendant pleads the defence of justification and qualified privilege.

Defence of Justification

15 In respect of the First Statement, the First Defendant claims that at the 5th meeting of the MC on 18 December 2019, the MC had sought confirmation from the Claimant as the then chairman, on whether the new agreements with the managing agent ("MA"), Smart Property Management (Singapore) Pte Ltd ("Smart Property") and the general cleaning contractor, Acteef Cleaning Specialists Pte Ltd ("Acteef") had been signed. This was because the existing agreements had already expired and the MC had already given its approval for the new agreements to be signed with the Claimant being tasked to put that into effect. When questioned, the Claimant was unable to provide any satisfactory

explanation and merely claimed that Acteef had changed its business name and/or merged with another entity and some paperwork had to be done before Acteef could sign the new agreement. The Claimant further claimed that in the meantime, a novation contract had been signed.

16 In respect of the Second Statement, the First Defendant claims that the Claimant paid for the cost of the material for the damaged table-top but not for the services of the technicians. In fact, one of the technicians involved had to cancel his leave to attend to the task. In engaging the technicians to attend to his personal matter, the Claimant by-passed the condominium manager whose job it is to assign tasks to the estate's technicians.

17 In respect of the Third Statement, the First Defendant claims that at the second meeting of the MC held on 19 September 2019, the MC made the decision to replace two tank filters and award the job to Crystal Clear Contractor Pte Ltd. Despite the MC's decision, the Claimant unilaterally and without the consent or knowledge of the other members of the MC, ordered the condominium manager, Sebastian Chee, not to carry out the replacement. When questioned on his conduct, the Claimant claimed that he had done so with a view towards saving costs. When the MC reminded him that it was the collective decision of the MC to have the tank filters replaced and the Claimant ought to have discussed the matter with the other members of the MC instead of taking matters into his own hands, the Claimant defiantly replied that he would do it again.

18 In respect of the Fourth Statement, the First Defendant claims that the members of the MC had sought clarification from the Claimant on why he had a meeting with the MA (without knowledge of the other MC members) on an official matter relating to the employment of one Alison Chia, a staff of the MA.

A fellow member of the MC, David Wong, was asked by the Claimant to attend the meeting but was specifically told not to disclose the outcome of the meeting with the other MC members or that the Claimant's wife, an ex-member of the MC, was also present at the meeting. The Claimant's explanation for his wife's presence at the meeting was unsatisfactory.

19 In respect of the Fifth Statement, the First Defendant claims that it is the conclusion from the First Statement to Fourth Statement.

Defence of Qualified Privilege

20 The First Defendant claims that the statements were uttered on an occasion of qualified privilege i.e. a meeting of the MC. Given that the statements relate to matters of the HV estate and the Claimant and the First Defendant were members of the MC, the duo had a common or corresponding interest in the subject matter of the statements and it was the First Defendant's social, moral or legal duty to raise those matters.

21 The First Defendant denies any malice. In publishing the minutes, the First Defendant was acting in his capacity qua chairman of the MC and in accordance with the provisions of the Building Maintenance and Strata Management Act ("BMSMA") which require the minutes to be published by 10 February 2020. Prior to the publication of the minutes, the Claimant was given the opportunity to provide his input on the draft. After the Claimant refused to approve the first draft, a second draft was circulated incorporating some of the Claimant's comments. The Claimant refused to comment on the second draft and refused to approve it. It was only thereafter that the MC proceeded to finalise the minutes. As the published minutes contained the Claimant's explanations as to why he disagreed with the allegations made against him, a

reasonable reader of the minutes would not conclude that the Claimant was guilty of the allegations and the Claimant is thus not defamed.

22 The First Defendant denies that he was actuated by malice as he was validly elected as the new chairman following the disgruntlement of some members of the MC with the conduct of the Claimant qua chairman.

2nd Set of Defamatory Words

23 The First Defendant had written an email dated 30 September 2020 to BCA (the "Email") stating that in the First Defendant's opinion, the Claimant's conduct in relation to the damaged tabletop may have contravened sections 60 and 61 of the BMSMA.

Defences of Justification and Qualified Privilege

24 The First Defendant pleads the defences of justification and qualified privilege and denies that he was actuated by malice. The BCA is the controlling body in respect of MCs and the First Defendant was merely carrying out his duty as the chairman of the MC to seek clarifications from the governing body on the propriety or otherwise of the Claimant's actions whilst he was the chairman.

3rd Set of Defamatory Words

25 The First Defendant denies that the statements are defamatory. Even if the statements are defamatory, the First Defendant pleads the defence of justification and qualified privilege.

Defences of Justification and Qualified Privilege

26 The statements were made at the AGM, being an occasion of qualified privilege. The First Defendant, as the then chairman of the MC, had a social, moral or legal duty to publish the statements and the attendees, the subsidiary proprietors ("SPs") of units in HV, had a common interest in the statements. The statements were made without any malicious intent but were to explain to the SPs the circumstances under which the Claimant was voted out as the chairman of the MC.

27 The First Defendant denies that he was actuated by malice. The publication of the meeting minutes was required as a matter of law under the BMSMA.

The Second Defendant's case

1st Set of Defamatory Words

28 The Second Defendant denies publishing or causing the publication of any words defamatory of the Claimant during the 6th meeting of the 17th MC or on the notice board.

29 Minutes of the meeting were prepared by the MA. The first draft of the minutes was put up on the notice boards of HV on 6 February 2020 at about 10 p.m. after it was approved by the MC. Following a complaint from the Claimant, the MA removed the first draft of the minutes from the notice boards at about 10 a.m. on 7 February 2020. The council then held an urgent meeting on 8 February 2020 to discuss the Claimant's complaints and consider amendments to the draft minutes. The Claimant did not attend the meeting. The MA subsequently circulated a second draft of the minutes for approval which was put up on the notice boards of HV on 10 February 2020 after the MC had

approved them. The Second Defendant did not sign either the first or second draft of the minutes. Following yet another complaint from the Claimant, the MC met again on 26 February 2020 to consider the Claimant's complaints and consider amendments to the draft minutes. The Claimant attended this meeting. At this meeting, the MC agreed on a third and final version of the minutes which did not contain any of the words the Claimant complained of. The MC also agreed to include an addendum prepared by the Claimant putting forward his position on the issues (the "Addendum"). The third and final version of the minutes was the only version of minutes that contained the Second Defendant's signature and it was the only version that was circulated to all SPs by email. The Addendum was also circulated to all SPs by email.

30 The Second Defendant claims that the notice boards of HV are all located in the basement carpark and one notice board is outside the MA's office. Both these locations are not frequented by most residents of HV.

31 The Second Defendant denies that the 1st Set of Defamatory Words are defamatory. In the context of the meeting, the words meant or were understood to mean that

(a) The Claimant had omitted dates when approving documents and could not explain to the MC why he had signed some contracts but not others;

(b) The Claimant circumvented the authority of the MA and MC by directly asking the technicians to procure material and repair a damaged table at BBQ Pit E and by doing so, he had saved money;

(c) The Claimant unilaterally overruled a decision of the MC to replace 2 tank filters for the lap pool without the approval of the council members;

(d) The Claimant had private meetings on estate matters with the MA, his wife and David Wong, who was invited on short notice, without informing others. The Claimant had not informed the MC of the meeting nor explained why his wife was in the meeting.

(e) The Claimant had not acted in a manner that was expected of him in the discharge of his duties as chairman of the MCST.

Defence of Justification

32 The Second Defendant relies on section 8 of the Defamation Act 1957 and claims that the statements in paragraph 31 are true in substance and in fact for the following reasons:

(a) The Claimant had a practice of not dating documents that he signed and approved in his capacity as chairman of the MC, which led to questions being raised by the council members. The Claimant chose to defer questions to the condominium manager, Cassandra Chew ("Cassandra"), and Desmond Tan ("Desmond") from the MA, give excuses and not address these concerns head on and to the satisfaction of the MC.

(b) The table at BBQ Pit E was damaged during a slot booked by the Claimant. By speaking directly to the technicians, the Claimant only had to pay the cost price of the tabletop and transportation costs without having to pay the technicians for their hourly rates. The Claimant had thus saved money.

(c) On 19 September 2019, members of the council had voted and decided in favour of replacing the two tank filters for the lap pool. The Claimant overrode this decision unilaterally the next morning, stating that he did not agree to the replacement and that they would not be repaired.

(d) The council was not informed of the meeting among the MA, the Claimant, his wife and David Wong on 17 September 2019 and when queried, the Claimant could not explain why his wife was present for the meeting.

(e) The Claimant had not kept the council informed of various matters involving HV and did not discharge his duties as chairman properly.

Defence of Qualified Privilege

33 If any defamatory statements were published in the context of the MC meeting, the Second Defendant claims that they were published on an occasion of qualified privilege as the meeting of the MC was limited to members of the MC and representatives of the MA, all of whom had an interest to receive information in relation to matters pertaining to HV.

34 The Second Defendant's words were in relation to affairs of HV and acts of the members of the MC, including contracts entered into by HV, repair and replacement of common property and the duties of the members of the MC. She had a legitimate duty and/or interest to communicate the words to the MC members and representatives of the MA, who had a legitimate interest to receive and be informed of the same.

35 As for publication on the notice board, under the BMSMA, the MC is required to display on the notice boards copies of the minutes of council meetings for a period of not less than 14 days.

36 The Second Defendant denies that the discussions during the Meeting were conducted with any ulterior motive or with a lack of honest belief by the Second Defendant.

2nd Set of Defamatory Words

37 The Second Defendant denies publishing or causing to be published the complaint to the BCA. The Second Defendant denies that the 2nd Set of Defamatory Words are defamatory. The Second Defendant claims that the words had the natural and ordinary meaning set out in paragraph 31(b).

Defence of Justification

38 The Second Defendant relies on section 8 of the Defamation Act 1957 and claims that the statements in paragraph 31(b) are true in substance and in fact for the reason set out in paragraph 32(b).

Defence of Qualified Privilege

39 The Claimant, both Defendants and Ronie Ganguly were members of the council at the material time. Mr Lim Chong Yong was a director at the BCA, the government authority that oversees management corporations within Singapore. The publishing of the 2nd Set of Defamatory Words was done by way of an email to the BCA and limited to council members who were office bearers and one BCA officer/director in ensuring that matters of repair and replacement of common property within HV were done properly.

40 The council members who were recipients of the Email had an interest to receive information in relation to the management of HV and how the repair and replacement of damaged common property was undertaken by interested parties. Mr Lim Chong Yong also had an interest in receiving the information. The Second Defendant had a legitimate duty and/or interest to communicate the 2nd Set of Defamatory Words to the council members of HV and the BCA, who had a legitimate interest to receive and/or be informed of the same.

41 The Second Defendant denies that the words were meant to disparage the Claimant. The Second Defendant played no part in the preparation and sending of the Email to BCA and had no ulterior motive or a lack of honest belief in relation to the same. The First Defendant appeared to have drafted the Email to seek advice from BCA rather than to disparage the Claimant.

42 The First Defendant only shared BCA's response with the Second Defendant on 11 November 2020. At this time, given that the 18th AGM was held on 31 October 2020, there was a change of council members. Even if the Second Defendant had a duty to provide the said clarifications, it would not have been possible as the 17th MC was no longer in existence.

Issues

43 It is not disputed that the statements referred to the Claimant. To establish a prima case of defamation, the Claimant has to establish that the statements were defamatory and were published.

44 The following issues arise for determination:

(a) Whether the 1st Set of Defamatory Words were published by the First Defendant and the Second Defendant;

(b) Whether the 1st Set of Defamatory Words were defamatory in their natural and ordinary meaning;

(c) Whether the defence of justification is made out in respect of the 1st Set of Defamatory Words;

(d) Whether the defence of qualified privilege is made out in respect of the 1st Set of Defamatory Words;

(e) Whether the 2nd Set of Defamatory Words were published by the First Defendant and the Second Defendant;

(f) Whether the 2nd Set of Defamatory Words were defamatory in their natural and ordinary meaning;

(g) Whether the defence of justification is made out in respect of the 2nd Set of Defamatory Words;

(h) Whether the defence of qualified privilege is made out in respect of the 2nd Set of Defamatory Words;

(i) Whether the 3rd Set of Defamatory Words were published by the First Defendant;

(j) Whether the 3rd Set of Defamatory Words were defamatory in their natural and ordinary meaning;

(k) Whether the defence of justification is made out in respect of the 3rd Set of Defamatory Words; and

(l) Whether the defence of qualified privilege is made out in respect of the 3rd Set of Defamatory Words.

1st Set of Defamatory Words

45 On the Claimant's pleaded case[1], the 1st Set of Defamatory Words were published at the 6th meeting of the 17th MC as well as contained in the first version of the minutes of the 22 January 2020 meeting which was put up on the night of 6 February 2020 and which was removed on the morning of 7 February 2020.

Were the words published by the First Defendant?

46 A defamatory statement is actionable only if it has been communicated to a third party who would reasonably understand it to be defamatory of the claimant. A person who originated a defamatory statement with the intention of publishing it is liable for the defamatory publication. Liability also extends to one who authorised, participated in or procured the publication of the defamatory statement: *Loh Siew Hock & ors v Lang Chin Ngau* [2014] 4 SLR 1117 ("*Loh Siew Hock*") at [21].

47 The First Defendant does not admit publishing the words at the meeting on 22 January 2020.

48 However it is clear from the transcript of the meeting on 22 January 2020 that the First Defendant was the one who questioned why the letter of intent for the MA was undated[2], questioned the Claimant on why the MA contract had yet to be signed[3] and why the cleaning contract had not been signed[4]. The First Defendant was the one who alleged that the Claimant had unilaterally overruled

[1] Statement of Claim at [4] and [5]

[2] 2ABD 30

[3] 2ABD 32-33

[4] 2ABD 34-35

the council by instructing Sebastian to halt the replacement of the filters[5]. The First Defendant also alleged that the Claimant had requested the technicians to repair the damaged tabletop without going to the condominium manager and that there was a conflict of interest which the Claimant did not declare and that it was improper[6]. The First Defendant accused the Claimant for his lack of openness and transparency and proposed a vote of no confidence[7] and raised the issue of the meeting with Desmond without the knowledge of the council members and without explaining why his wife, the former chairman, was in the meeting[8]. In the circumstances, I find that the First Defendant had published the 1st Set of Defamatory Words at the 6th MC meeting on 22 January 2020.

49 As for the minutes of meeting, it is the First Defendant's position in his affidavit of evidence-in-chief ("AEIC")[9] that he caused the minutes to be published. The element of publication was therefore satisfied in respect of the minutes.

Were the words published by the Second Defendant?

50 The Second Defendant claims that she did not say the 1st Set of Defamatory Words and did not sign the 6 February 2020 version of the minutes. The Second Defendant claimed that there is no evidence that she was the one who put up the minutes or gave instructions for the minutes to be put up. Instead, it was the First Defendant who instructed the minutes to be put up on 6 February

[5] 2ABD 41

[6] 2ABD 45-46, 51-53

[7] 2ABD 56

[8] 2ABD 60

[9] At [58]

2020[10] pursuant to (i) the Claimant's instructions as the chairman that procedurally, minutes should be put up on time and even if there are inaccuracies, it is alright as the minutes have not been adopted and passed yet[11]; and (ii) the majority of the council approving the minutes[12], including the Claimant himself.

51 While the Second Defendant argued that she did not utter any of the defamatory statements at the meeting, the transcript showed that she had raised the issue of the letter of letter not being dated[13] and had asked the Claimant to explain why the MA contract as well as the cleaning contract had not been signed[14] and why the Claimant did not share the soft copy MA contract with them[15]. She highlighted that the Claimant, while chairman, had only one vote and if the others had agreed on something and he disagreed, he should approach them to explain why he disagreed[16]. She also pointed out that the Claimant was not transparent enough to own up to the damaged tabletop[17] and highlighted that the Claimant lacked transparency in failing to explain to them what had happened in the private meeting he had with David Wong, his wife and Desmond[18].

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[10] First Defendant's AEIC at [58], NE, 29 August 2025, 153/11-19

[11] NE, 28 August 2025, 22/1-12, 1ABD 110

[12] NE, 29 August 2025, 68/15-16, 1ABD 110

[13] 2ABD 30-31

[14] 2ABD 38

[15] 2ABD 39

[16] 2ABD 45

[17] 2ABD 55

[18] 2ABD 60, 61

52 I also note that before the meeting on 22 January 2020, the First Defendant, the Second Defendant, David Wong, Ronie Ganguly, Krishna as well as Desmond from the MA were in a separate chat group titled "Hv- Policy Discussions"[19] which had been set up on 7 January 2020 by the Second Defendant. In that chatgroup, the Second Defendant can be seen chasing Desmond for the cleaning contract and the MA contract. When Desmond responded on 17 January 2020 that the MA contract is ready, the Second Defendant instructed him to email the contract to the entire council. However, both she and Desmond were wary that Cassandra should not be sending emails to them as her email was being watched[20]. On 20 January 2020, the Second Defendant had also asked Desmond to remove the chairman and Secretary titles from the MA contract, emphasising that this particular comment is provided in the chat to avoid informing the Claimant who was in the larger email group[21]. In addition, on 21 January 2020, the Second Defendant had asked Desmond to provide details of the cost of the tabletop which the Claimant had damaged if HV were to hire an external contractor to repair the same as well as details on the claims put in by the technicians, the cost of labour involved and the amount paid by the Claimant so that the issue can be addressed at the meeting on 22 January 2020[22]. After the First Defendant had highlighted sections 54(2), 60(1) and 61 of the BMSMA relating to the removal of a council member from office, the disclosure of interest by a council member and the duties of a council member, the Second Defendant reported back on the details relating to the

[19] 1BA 311- 319

[20] 1BA 314

[21] 1BA 315

[22] 1BA 316

damaged tabletop that she had requested for and stated that they need to definitely address the issue at the council meeting that night[23].

53 Against the backdrop of the private chat where the Second Defendant was seen to be gathering information to confront the Claimant with the intent of removing him as chairman, I find that the Second Defendant had published, or at the very least, participated and procured the publication of the 1st Set of Defamatory Words at the meeting on 22 January 2020. The element of publication was therefore satisfied.

54 I accept that the Claimant had on 4 October 2019 taken the position that the timeline for putting up minutes of council meetings should be followed and that amendments to minutes of meeting can be made at the following management council ("MC") meeting[24]. I note that after the Claimant had given his comments to the minutes on 4 February 2020 at 11:27 a.m.[25], the Defendants together with David Wong, Ronie Ganguly and Krishna discussed the amendments among themselves and excluded the other four council members from the discussion[26]. After discussion among the group of five, the Second Defendant made the final edits to the minutes on 5 February 2020 at 4:25 p.m. and instructed the MA to accept the changes before sending the final draft to the five of them for approval[27]. In relation to the final draft of the minutes sent by Cassandra, the condominium manager at that time, on 5 February 2020 at 6:08 p.m., the Second Defendant had replied on 5 February 2020 at 9:55 p.m. with

[23] 1BA 317-319

[24] 1ABD 110

[25] 2ABD 84

[26] NE, 29 August 2025, 65/17-28

[27] 2ABD 101

only two amendments[28]. After the First Defendant approved the minutes in the group chat of five on 5 February 2020 at 9:41 p.m.[29], he sent the minutes to all nine MC members on 6 February 2020 at 8:23 p.m.[30] and the minutes were put up on the notice boards shortly after.

55 It is therefore clear from the sequence of events that the Second Defendant approved of the minutes which were put up. It was her oral evidence that she constituted one of the majority who agreed on the minutes[31] and that the instruction for the minutes to be posted was given by the First Defendant copied to all council members and that the MA posted the minutes pursuant to the First Defendant's email[32]. On the stand, the Second Defendant conceded that while the MA team may have been the ones who physically put up the minutes, they would have done it only with her approval and direction, including on the night of 6 February 2020[33]. Given that the Second Defendant was the Secretary of the MC, this would have fallen within the scope of her statutory duties under section 56 of the BMSMA to attend to matters of a secretarial nature in connection with the exercise of the council's functions. That the finalisation of the council minutes lay within the purview of the Second Defendant as Secretary was also consistent with the representation by Cassandra to a resident on 21 March 2020[34]. In the circumstances, I find that the element of publication for the minutes was satisfied in respect of the Second Defendant.

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[28] 2ABD 105

[29] 2ABD 99

[30] 2ABD 114

[31] NE, 29 August 2025, 68/13-21

[32] NE, 29 August 2025, 153/11-19

[33] NE, 29 August 2025, 63/21-28

[34] CCB 204

Were the minutes put up on all 19 notice boards?

56 On 11 January 2020, the Second Defendant was indicated as having instructed the MA to post the minutes of MC meetings on all notice boards as they take precedence over less important notices which should be removed when the minutes are put up[35]. Subsequently, at the council meeting on 22 January 2020[36], the Second Defendant stated that it has always been the past practice to have the minutes displayed on all the boards for all the residents to view and that the practice should be continued. On the stand, the First Defendant agreed that this was the case[37] and that in accordance with past practice the 6 February 2020 version of the minutes was put up on all notice boards[38].

57 While the Second Defendant took the position that minutes were only placed on basement notice boards in each tower and not on the ground floor notice boards[39], I did not find such evidence credible given the Second Defendant's position recorded in the minutes of 22 January 2020 that the past practice had been for the minutes to be displayed on all the boards.

58 There is evidence that at least one resident would have seen the minutes, given that she sent an email to the MC and MA on 25 February 2020 in relation to different versions of the minutes[40].

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[35] 1ABD 170, message by the Second Defendant on 11/01/2020, 20:41

[36] CCB 190 at paragraph 8.2.1

[37] NE, 28 August 2025, 154/11 – 155/16, 156/5-21

[38] NE, 28 August 2025, 156/22-25

[39] NE, 29 August 2025, 61/1 – 63/2

[40] CCB 205-206

Were the words defamatory?

59 The first version of the minutes[41] reads as follows (with added emphasis on the 1st Set of Defamatory Words):

> 1.1 Mr. Ronie Ganguly and Mr. Denis Lim Boon Jin queried on the delays in signing the cleaning and managing agent contracts, and questioned Mr Yip Kie Sie on the omittance of dates when approving documents.
>
> **Response from Mr Yip:**
>
> Mr Yip indicated that the cleaning contract novation was signed on 19th Dec 2019 & returned to MA.
>
> However, Mr Yip was unaware that the cleaning contract has yet to be signed.
>
> **Response from Council**:
>
> It is incorrect from a legal standpoint for MCST to sign the novation cleaning contract when the main cleaning contract was not signed. Acteef Cleaning Specialist Pte Ltd (our current cleaning company) started work in our estate since 16 August 2019.
>
> Mr Yip's assertion that he was unaware that the cleaning contract had yet to be signed was inaccurate since he had requested Mr. Krishna R Subramanyan to look through the cleaning contract in detail and which was returned back to Mr. Yip in October 2019.
>
> Since there was no formal contract signed, the MCST has no recourse to apply any liquidated damages on the cleaning company in the event of non-performance.
>
> Mr Yip could not explain satisfactorily to the Council on reasons why he had signed the novation cleaning contract but not the main cleaning contract.
>
> **Response from Mr Yip**:
>
> Mr Yip indicated that letter of intent to renew MA contract was signed (but not dated) & given to MA on 28th Nov 2019, after as confirmed & picked up by Desmond Tan. This was after MC had agreed to renew Smart Property as MA after a 2 months' probation of the new MA site team after council meeting on the 27th Nov 2019.

[41] 4BA 61 - 65

Response from Council:

Mr Yip had only reported to Council that he had signed a Letter of Intent (Renewal). However, this Letter of Intent has no force of contract. Council had enquired during the Council Meeting on 16 December 2019 as to whether the MA contract had been signed, but Mr Yip did not give an affirmative reply. Council only discovered that the MA contract was not signed following extensive queries from MA since Council was unable to proceed with the CCTV and Security Systems project without a guarantee that we have formally engaged a Managing Agent in view of the long timeline of the CCTV and Security Systems project.

1.2 Some members of the Council felt that Mr Yip Kie Sie had misused his position as a Chairman to directly ask the technician (circumventing the authority of MA and Council) to procure material and repair a damaged table at BBQ Pit E. The table in BBQ Pit E was booked in Mr Yip's name.

Response from Mr Yip:

Mr Yip was accused to have contacted the technicians to repair the table before contacting the MA office or the condo manager (CM).

CM came back with 2 quotations of $342.40 (supply & install) and $240.75 (supply material only). Both amounts were higher than the deposit of $150 for the BBQ pit booking.

CM indicated that the technicians were able to source the material for the tabletop on their own time.

Desmond Tan (DT) indicated that the polycarbonate piece came in one large piece and was able to be used for 2 tables' repair / replacement.

The remaining or unused piece will be used for future repairs.

DT indicated that the technicians had done similar poolside tabletop replacements in the past.

CM was agreeable to allow the technicians to proceed as the material cost was $105, which is below the deposit of $150 (were it to be forfeited).

Denis Lim cited that Mr Yip had acted improperly, was misusing his position as Chairman & cited conflict of interest under the BMSMA act.

Lena Chan indicated that the technicians cancelled their leave on 30th Dec 2019 to replace the damaged tabletop.

Lena Chan also indicated that no one replied her WhatsApp message when she asked about the damaged table. A question of no transparency was levied at Mr Yip with regards to this issue.

Mr Yip asked if CM was coerced into repairing the tabletop. CM replied that she was not.

Response from Council:

According to BMSMA Policy Guidelines, as a Council Member, Mr Yip was obligated to declare the nature of any pecuniary interest; whether direct or indirect. Mr Yip had failed to notify his fellow Council Members.

Upon Council's further investigation, Mr Yip had paid what the technicians had claimed for, and not the actual cost as to be determined by the MA. Mr Yip had issued a personal cheque amounting to $115.87 even before an invoice was raised by the MA. The $115.87 covered the cost of $105.87 in raw materials and $10 transport.

Council verified and clarified that one of the technicians cancelled his leave and came back to work on the tabletop at MCST time, and therefore his time remains chargeable and payable.

It is not conceivable for Mr Yip to believe that (a) no significant transportation costs for the large piece will be involved OR THAT (b) both technicians are on leave at the same time to work on the table replacement.

Mr Yip was also the approving authority for petty cash claims.

And upon knowledge of the entire issue and post the completion of the repair, Council instructed CM to ascertain the true replacement cost of the table. The two quotations amounting to $240.75 (without installation) and $342.40 (with installation) were sourced by CM.

1.3 Council felt that Mr Yip Kie Sie should not have unilaterally on 20 September 2019 morning overruled a decision on the replacement of 2 tank filters for lap pool, that was made during the 2nd Management Council Meeting on 19 September 2019, without prior discussion and consensus from other Council Members. However, Mr Yip Kie Sie commented that he remains inclined to

delaying certain building repairs if greater cost savings can be achieved.

Response from Mr Yip:

Mr Yip again explained (as what he did in 27th Nov 2019 council meeting) that he asked MA to stop proceeding with the 2 tanks replacement. This is in order to further investigate what was wrong with the equipment.

Mr Yip indicated that the council was kept abreast with the investigation through email & WhatsApp messages.

Mr Yip indicated that council members did not raise any objections while investigations were being conducted for the 2 months until the council meeting on 27th Nov 2019.

Mr Yip indicated that Denis had even agreed to allow investigations to carry on via WhatsApp.

Sharada said that Krishna & Mr Yip had reservations & raised objections. Mr Yip knew that pumps, motors & filters were working well because he kept in touch with Manish (previous council member) who was principally involved with the works & repairs.

Krishna added that after Cassandra had done some testing, the 2 supposedly faulty tank filters were working well.

Denis Lim had accused Mr Yip for acting unilaterally to overturn council decision to replace the 2 tank filters.

Mr Yip asked if council is willing to change the tank filters even if the decision made was in error & still proceed in spending money?

Response from Council:

The Council considered Mr Yip's explanation but rejected it for the following reasons:

1. The Council is of the view that Chairman should not have reversed the decision with broader, recorded consensus on the concerns expressed within the 2nd Management Council Meeting held on 19 Sep 2019, and the need to stop action.

2. The Council also accepts that its members should have raised this issue of unilateral decision-making in the 3rd Management Council Meeting itself in a timely manner.

3. The issue of Chairman striving for consensus or voting based decision-making remains relevant and must be upheld.

1.4 Other council members also agreed that private meetings on estate matters with the Managing Agent should not be held without informing other council members or office bearers. All members of the council should be consulted before any decision was to be made. It would be inappropriate for any one person to make decisions on behalf of the entire Management Council.

Response from Mr Yip:

Mr Yip had to explain again what took place on the meeting with Desmond Tan with David Wong Kit Seng & Sim Nyet Moi (previous council Chairperson) that took place on 17th Sept 2019.

David Wong cited that he was uncomfortable with the above meeting because:

1) He was asked to keep the discussion private;

2) Alison Chia was to be replaced as well as Desmond wanted a fresh and stable team, as he felt this would be in the estate's best interest;

3) That Cassandra was Desmond's cousin;

4) Lack of transparency was cited.

Denis Lim cited that Sim Nyet Moi should not be in any discussion with MA even though she was the previous Chairperson. Denis Lim also chided Mr Yip for not keeping the rest of the council on the discission & was completely unaware that the above meeting took place. Desmond Tan indicated that initially there was no timeline on the new team's transition as he needed to work it out with his HR department.

Response from Council:

Mr Yip had not displayed any openness and transparency as Chairman. He had secretly arranged a meeting with his wife (Sim Nyet Moi) with the Managing Agent, and David Wong as Council Member who was being invited at very short notice.

According to Mr David Wong,

> 1) Sim Nyet Moi wanted to address MA's claim that she was micro-managing the MA during her past tenure as Chairman. Mr Yip claimed that if his wife "wasn't micromanaging, nothing would have worked".
>
> 2) Alison Chia was to leave MA as soon as possible as directed by Mr Yip, against the decision of the Council to retain her until end October 2019 at the earliest
>
> 3) to keep the information that Cassandra was Desmond's cousin private from all the Council members.
>
> Mr David Wong asserted that if Mr Yip had "planned to do something on his own", Mr David Wong would request for full transparency and does not want to be involved in any personal matters.
>
> Ms. Lena Chan Kheng Choo asserted that Mr Yip was not transparent and did not come clean even when Mr Yip was given a chance during the October Council Meeting to explain the reasons for this private meeting.
>
> Mr. Denis Lim Boon Jin asserted that this was supposed to be an official meeting between the current Council and the MA. Mr Yip had failed to inform the council and adequately explain why his wife was involved in this meeting and in what capacity since she was no longer a Council Member.
>
> Mr. Ronie Ganguly further asked Mr Yip as to why he had been left out and did not know what was happening. Why was he (Mr. Ronie Ganguly) not kept in the loop, if Mr Yip claimed he (Mr Yip) was making the best decision for the estate. Mr Yip then made a serious allegation that Ms Lena Chan had even called Desmond Tan to request for Alison to stay until 31 December 2019, which was not the case. Desmond Tan cannot recall that Ms Lena Chan had made such a request to him.
>
> Council was concerned that Mr Yip Kie Sie was not acting in the manner that was expected of him in the discharge of his duties as the Chairman of the MCST.

60 The Claimant claimed that the 1st Set of Defamatory Words meant and were understood to mean that the Claimant had abused his authority as chairman of the MC and that he had done so to advance his personal pecuniary interests and/or in disregard of HV's interests.

61 The First Defendant argued that the fact that the Claimant did not delete the statements when presented with the opportunity shows that he did not find them to be objectionable then and allowed them to appear in the 6 February 2020 version of the minutes as long as his comments were added. I do not think that the fact that the Claimant did not object to the statements meant that the statements were not defamatory. The test of whether a statement is defamatory is an objective one based on the perspective of the reasonable third party. In addition, the 6 February 2020 version of the minutes had included the responses from the council which the Claimant did not get to comment on before they were published and which cast a different light on how the statements would be read and understood. The minutes were to be read as a whole and the 1st Set of Defamatory Words would be considered defamatory if it tends to lower the Claimant in the estimation of right-thinking members of society generally or cause the Claimant to be shunned or avoided or expose him to hatred, contempt or ridicule.

62 I do not think the statement that the Claimant had omitted dates when approving documents and could not explain satisfactorily to the council why he had signed the novation cleaning contract but not the main cleaning contract is defamatory in and of itself. The omission of dates when approving documents could well be attributed to a momentary lapse. The implications of a novation may not be well comprehended by an ordinary reasonable person. Hence, the inability of the Claimant to explain why a novation agreement had been signed but not the main cleaning contract is unlikely to lower the Claimant in the estimation of right-thinking members of society. I do not think that the statement would be understood to mean that the Claimant had abused his authority as chairman of the MC to advance his personal pecuniary interest and/or in disregard of HV's interests.

63 Similarly, I also do not think that the statement that the Claimant had unilaterally overruled a decision of the MC on the replacement of 2 tank filters for the lap pool without prior discussion and consensus from other council members was defamatory in and of itself. Read in the context of the paragraphs and minutes in which it appears, the circumstances in which the Claimant had asked the managing agent to stop proceeding with the replacement in order to investigate the matter is set out in full. The statement would therefore not be understood to mean that the Claimant had abused his authority as chairman or did so to advance his personal pecuniary interest and/or in disregard of HV's interests. As set out in *Chan Cheng Wan Bernard & ors v Koh Sin Chong Freddie & anor appeal* [2012] 1 SLR 506 at [18], where there are a number of possible interpretations, some of which may be non-defamatory, an ordinary reasonable reader will not seize on only the defamatory one.

64 However, the statement that the Claimant had misused his position as a chairman to circumvent the authority of the MA and council to directly ask the technicians to procure material and repair a damaged table at BBQ Pit E and failed to notify his fellow council members of his pecuniary interest was defamatory in nature. Read in context, which states the BBQ Pit E was booked in the Claimant's name, the statements suggest that the Claimant had a pecuniary interest in paying as little as possible for the damage and had misused his position as chairman to directly ask the technicians to repair the damaged table, without first contacting the MA or going through council and had benefitted by only paying for raw materials and transport without paying for the labour cost or the technician's time. I accept that the statement would be understood to mean that the Claimant had abused his authority as chairman of the MC and that he had done so to advance his personal pecuniary interest and/or in disregard of HV's interest. A statement need not impute dishonesty, corruption or moral failing to be defamatory. All that is needed is whether it is

a statement tending to lower the Claimant in the estimation of right-thinking members of society.

65 I also find that the statement that the Claimant had secretly arranged a meeting with the MA with his wife (Sim Nyet Moi) in attendance, invited David Wong at very short notice and had failed to inform the council and adequately explain why his wife was involved in this meeting and in what capacity was also defamatory. The reference to the meeting with the MA being arranged "secretly" and David Wong being invited "at very short notice"[42] and the reference to the lack of "openness and transparency as chairman" indicates that the Claimant had something to hide and suggests that the Claimant had abused his authority as chairman in disregard of HV's interests.

66 In view of the defamatory statements above, the statement that the Claimant was not acting in the manner that was expected of him in the discharge of his duties as the chairman of the MCST was defamatory as it tends to lower the esteem of the Claimant in the estimation of right-thinking members of society generally. Even excluding the statements relating to the contracts and tank filters, I am of the view that the Claimant had made out a prima face case of defamation on the 1st Set of Defamatory Words.

Whether the defence of justification is made out in respect of the damaged tabletop statements

67 The Claimant is not required to prove that the defamatory statement is false. Instead, the burden of proof is on the Defendants to prove the defence of

[42] CCB 185

justification by proving that the defamatory statement is true in substance and in fact.

68 It was the Claimant's evidence[43] that an accidental burn mark was caused to one of the round tables at BBQ Pit E on the night of 30 November 2019. In the morning of 2 December 2019, Cassandra called him to ask if he knew about the damage. He replied in the affirmative and she told him that she would be checking for quotes for the repairs. When Cassandra told him a few days later that she had obtained two quotations from outside vendors but that the quotes seem high, he suggested to her that she should check with Sim, the technician, because he recalled that Sim had previously done some repairs for similar tables. Cassandra told him that she would do so and informed him a few days later that the quote from Sim would be lower than the external vendors. Cassandra also told him that he would need to pay for the repairs which he agreed. Around end December 2019, Sim fixed the tabletop. On or around 3 January 2020, Cassandra presented to him the invoice of $115.87 which was the quote she previously gave him. While he had placed a cheque deposit of $150 with the MA when booking the BBQ pit, he thought that it would be more convenient for him to pay the exact amount rather than for the MA to cash the original cheque and issue him a refund. As such, on or around 7 January 2020, he issued a cheque to the MA for $115.87 and took back his deposit of $150.

69 The First Defendant claimed that the statements were justified as (a) the Claimant had approached the technician directly to repair the damaged table and (b) the Claimant had failed to notify his fellow council members of his pecuniary interest[44]. The First Defendant argued that the Claimant's evidence

[43] Claimant's AEIC at [82] – [87]

[44] First Defendant's Closing Submissions at [15]

that he had discussed Sim's involvement to repair the damaged table with the condominium manager, Cassandra, ought to be disbelieved as he did not ask Cassandra or Sim to corroborate his evidence. He had not owned up to being the resident who was responsible for the damage when the Second Defendant had asked over the WhatsApp chat who was the resident who would be charged the price for the replacement tabletop[45]. As for the Claimant's failure to notify his council members of his pecuniary interest, the First Defendant argued that Sim had carried out the repairs on official time and the Claimant only paid for the material and transport costs without paying the labour costs[46]. The Claimant's explanation that he had simply paid what the condominium manager had asked him to pay should be rejected as he did not protest when the First Defendant qua chairman emailed the MA on 19 June 2020 to issue them a formal warning in respect of the incident for breaching the standard of conduct stipulated in the MA contract[47]. In addition, the Claimant had a duty to act honestly under section 61 of the BMSMA as the chairman of the MC.

70 I did not agree with the First Defendant's arguments. The sting of the statement lies in the Claimant circumventing the authority of the MA and the MC and not that he directly approached the technicians, which, as the evidence revealed, was a practice commonly adopted by the residents, regardless of whether they were in the council or otherwise. According to the Claimant, it was the practice of the technicians, Sim and Pan, to help residents with repairs at the residents' requests. They would help not only to repair common property but residents' personal property as well[48]. The Claimant's evidence was

[45] 1ABD 158; NE, 28 August 2025, 43/6 - 45/2

[46] NE, 27 August 2025, 74/6-14

[47] 2ABD 456

[48] Claimant's AEIC at [85]

supported by the residents' comments attached to the petition to get Sim and Pan reinstated after they were terminated[49]. Based on the comments where the residents had expressed gratitude to the technicians for helping them resolve issues with their windows during their lunch break without charge, it appeared to be an established practice in HV for the technicians to help residents repair their personal property at no cost. In fact, the Second Defendant herself had, as a subsidiary proprietor, approached Sim on 26 December 2018 for help to drill 4 holes into the wall of her unit to install a shelf[50]. Sharada had also stated during the 6th MC meeting that she had previously approached the technician while she was in council and he has helped her[51].

71 Secondly, the burden of proof is on the Defendants to prove that the Claimant had circumvented the MA and council; it is not for the Claimant to prove that the statements were false and that he had gone through Cassandra to procure Sim's services. Bearing in mind it is the Defendants' burden to prove the defence of justification, one would have thought that it is the Defendants who would call Cassandra or Sim to prove that the Claimant had circumvented the MA. Hence, the fact that the Claimant did not call Cassandra or Sim to corroborate his version of events does not weigh against him. It is also clear from the records of the WhatsApp chat group, which all the council members were part of, that Cassandra had disclosed that it was the Claimant's unit which is involved in the incident[52] and the discussion moved on.

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[49] 3ABD 292 – 298; NE, 28 August 2025, 118/1 – 120/10

[50] Exhibit C2, page 1, NE, 29 August 2025, 141/8 - 30

[51] 2ABD 51

[52] 1ABD 158 – 20/12/2019, 13:58

72 In any event, the transcripts of the meeting on 22 January 2020 which capture what Cassandra said do not show that the Claimant had circumvented her and approached the technicians[53]:

Lena Chan (LC)	Did you approach the technicians, or did Mister Yip approach the technicians?
Cassandra Chew (CC)	I don't know which came first.

On the stand, the Second Defendant conceded that it was not clear from Cassandra whether the Claimant had bypassed her to approach the technician[54].

73 Based on the transcript, the quotations for the supply and installation of the tabletops were not selected because the technician was able to source for the tabletop. While Cassandra initially said that she had told the technician to look for the tabletop, she subsequently said that the technician had offered to look for it. She postulated that the Claimant had informed the technician about the table such that when she spoke to the technician, the technician said he could go and try to look for the tabletop. When it was put to her that the technician knew about it and someone must have approached the technician to find a replacement, Cassandra said that the technician could be aware or not and that he did not come to her, saying that the table is spoilt.

Desmond Tan (DT)[55]	I know. So, that was the part. So, then Sim quote came to you, right? (CC: Yeah), and tell you, say, okay, he can do it. (CC: Can find.) Yeah, he say he can do it because we've done it before in the past …
Denis Lim (DL)	Yeah. So, so prior to that, prior to that, okay, you had not instructed

[53] 2ABD 47

[54] NE, 29 August 2025, 146/32 – 147/18

[55] 2ABD 49

	him to do it. So, basically, he knew about it from … Somebody must have approached him to, to find a replacement. Correct?
Krishna Subramanyan (KS)	Yeah, I think we should listen to the complete story,
Desmond Tan (DT)	He was aware, yeah, before (not clear) …
Cassandra Chew (CC)	He could be aware or not, I mean, he didn't, didn't come to me and say that the table is spoiled … he didn't approach me that way.

74 In my view, it is not clear from the transcript of what Cassandra said that the technician was aware of the damaged table before she approached him or that the Claimant had approached the technician before she did. Hence, it was not clear that the Claimant had circumvented the authority of the MA to directly ask the technicians to procure material and repair the damaged table. The condominium manager, Cassandra, had been involved in the entire process and did not see anything untoward in charging just the material cost and transport without adding the labour cost.

Denis Lim (DL)[56]	No. I mean, the point here is that what was the final bill to the resident?
Cassandra Chew (CC)	The material cost and the transport.
Lena Chan (LC)	$115

[56] 2ABD 50-51

Cassandra Chew (CC)	Hmm.
Denis Lim (DL)	Whereas…
Krishna Subramanyan (KS)	Would every resident have that facility? Would you give that right to every resident in this condominium? All 600?
Cassandra Chew (CC)	If the technician is able to source for materials, I don't think why not.
Krishna Subramanyan (KS)	And he's willing to, (CC: Yeah, provided …) And if he's willing to do it free of cost, will he do that to every resident? Will you approve him doing that for every resident?
Cassandra Chew (CC)	If the technician is actually willing to help out, then I don't see any …

75 The First Defendant admitted that he was not able to ascertain whether the Claimant had approached Cassandra prior to talking to the technicians or otherwise and that at the time of the meeting on 22 January 2020, it was not made clear who had approached who first[57]. The First Defendant argued that he had asked the Claimant at the meeting whether the Claimant had approached Cassandra or the technicians first.

[57] NE, 28 August 2025, 124/20-25, 127/27-28

Denis Lim (DL)	So, Kie Sie, can I just ask, did you approach Cassandra or the technicians first?
Yip Kie Sie (YKS)	I asked Cassandra to check what is the best, cheapest option. That's all.
Lena Chan (LC)	Did you speak with Sim directly yourself?
Yip Kie Sie	I asked him, has he repaired this kind of table before? Yes. He has done it. He said, yeah. Maybe he'll look around and see what he can do.
Krishna Subramanyan (KS)	But it didn't occur to you that he would be using MCST time?
Yip Kie Sie (YKS)	I said, please don't go out of your way. Please don't use whatever MCST money. I will pay for everything. I don't know the cost at that point of time. So only when Cassandra gave me the bill, she gave me the full receipt. I paid the full receipt. (DL: Maybe we just (not clear)) As far as I am concerned, there was no improper conduct.

76 The Claimant's response then that he had asked Cassandra to check what is the best and cheapest option was consistent with his evidence that he had spoken with Cassandra first.

77 The Second Defendant also conceded that she was unsure at the time she read the email of 30 September 2020, and correspondingly as of 22 January 2020, whether the Claimant had asked the estate's two technicians to procure material to repair the damaged tabletop directly, circumventing the authority of the MA and council[58].

78 As to the Claimant's failure to declare or notify his fellow council members of his pecuniary interest, it was clear from the WhatsApp Chat titled "Internal HV 16th Council"[59] comprising all the council members and the managing agent team that when the Second Defendant highlighted the burnt mark on one of the round tables at BBQ Pit E on 20 December 2019 and asked who is the resident, Cassandra had replied in the chat that she was aware and was getting the price of the replacement table top to charge it back to the resident. Cassandra had also replied in the chat that it was the Claimant's unit[60]. Given that it was already made known that the Claimant's unit was involved, it was not necessary for the Claimant to declare the same to his council members.

79 In so far as the pecuniary interest was premised on the fact that the Claimant had paid less than the actual costs which had yet to be determined by the MA and had made payment even before an invoice was issued by the MA, the Defendants fail to establish that the Claimant had paid less than the actual cost, given that the practice at the material time was that when a resident damages common property, they pay for the repairs on a reimbursement basis and no additional administrative fee is charged. The resident is also able to repair the property on their own provided that the repair done is of an acceptable

[58] NE, 29 August 2025, 78/12 – 79/12

[59] 1ABD 158

[60] 20/12/2019, 13:58

standard[61]. Even as at 26 February 2020, this remained the practice and no decision was made as to whether an administrative fee of the quoted repair should be charged to the resident. In the circumstances, the fact that the Claimant paid the amount asked for, which was the practice at the material time, did not suggest that there would be any pecuniary interest in the matter which the Claimant had to declare to the MC or which would raise a conflict of interest. In any event, the MC ultimately took a decision, as recorded in the minutes of meeting on 22 January 2020[62], not to issue any additional invoice to the Claimant which meant that the Claimant had not paid less than what was required and did not benefit financially. Other than the quotes obtained from external contractors, which were not incurred in any event, there was no evidence as to what the actual costs of replacement were, which exceed the amount paid by the Claimant or the costs of labour which should be charged to the Claimant.

80 As was clear from the email dated 19 June 2020, the MC ultimately laid the responsibility of the incident on the MA. The absence of protest by the Claimant in response to the email did not mean that he agreed with the content of the letter[63].

81 In the circumstances, I find that the Defendants have failed to prove the defence of justification in respect of the defamatory statement that the Claimant had misused his position as a chairman by circumventing the authority of the MA and council to directly ask the technicians to procure material and repair a

[61] 2ABD 352 at paragraph 1.1.1

[62] CCB 198 at paragraph 8.8.1

[63] NE, 27 August 2025, 87/7

damaged table and failed to notify his fellow council members of his pecuniary interest.

Whether the defence of qualified privilege is made out in respect of the damaged tabletop statements

82 The Claimant accepts that the 1st Set of Defamatory Words were made on an occasion of qualified privilege but contends that such privilege has been defeated by malice.

83 In *Gao Shuchao v Tan Kok Quan* [2018] SGHC 115, it was held at [37] that malice can be found in two instances: (a) where it can be shown that the defendant had knowledge of falsity or was reckless as to the truth of the defamatory statement; or (b) where the defendant had the dominant intention of injuring the plaintiff or some other improper motive, even though he may have a genuine or honest belief in the truth of the defamatory statement. At [39], the Court was of the view that

> 39 Malice would not be present where the defendant was merely careless, impulsive or irrational (but not reckless) in believing the statement to be true (Maidstone at [50]; ABZ v Singapore Press Holdings Ltd [2009] 4 SLR(R) 648 ("ABZ") at [63(c)]; Ezion at [25]). It has to be proven that the defendant knew that the defamatory statement was false or was "reckless to the point of wilful blindness" for malice to be found (Lim Eng Hock Peter at [40] citing Roberts v Bass at [98]). If the defendant chooses to delude himself and disregard obvious and pertinent facts in coming to his defamatory statement, this constitutes wilful blindness, an instance of recklessness as to the truth rather than a bona fide positive belief that his statement is true. Another possible instance of a defendant being reckless as to the truth would be an unyielding antagonistic insistence on his own version of conclusions even after knowing the irrefutable true state of things.

84 In ascertaining whether the defence of qualified privilege was made out, I had noted earlier the fact that on 7 January 2022, the Second Defendant set up

a separate WhatsApp chatgroup with 5 out of 9 MC members comprising the Defendants, David Wong, Roni Ganguly, Krishna Subramanyan as well as Desmond from the MA. The Claimant, Sreekumar, Sharada and Phani Bala were not part of this chatgroup.

85 The chatgroup opened with 5 items which Desmond from the MA was to deliver after he met with the Defendants, Krishna and David: the MA contract; the cost for an IT extract of user logs on their network since their AGM in August 2019; a best practices draft of the proposed roles and responsibilities of office bearers including a "maniacal focus" on the timely signing of contract; HV's existing finance policy; and quote for PDPA officer.

86 As set out earlier, the forum was subsequently used to gather information as regards the issues which they were going to raise against the Claimant during the council meeting of 22 January 2020 and to discuss how they would deal with the Claimant[64]. In particular, ahead of the meeting, the First Defendant enclosed in the chat an excerpt from the BMSMA as regards how a management corporation may remove a member of its council from office[65]. The Second Defendant did not express any surprise at the First Defendant's messages but continued with setting out the information which the Claimant can be confronted with. In the circumstances, I find that going into the meeting on 22 January 2020, the Defendants had an agenda to remove the Claimant as chairman and that the statements were made in support of such goal.

87 The First Defendant admitted that he was not able to ascertain whether the Claimant had approached Cassandra before speaking to the technician Sim

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[64] CCB 85, message dated 20/01/2020, 21:13 by Lena Chan; CCB 86, message dated 21/01/2020, 13:44 by Lena Chan

[65] CCB 87

and that it was not clear at the time of the meeting on 22 January 2020 who had approached who first[66]. The First Defendant admitted that he did not know whether the Claimant met with the technicians before or after speaking with Cassandra yet he went ahead to make statements about the Claimant circumventing the authority of the managing agent at the meeting on 22 January 2020 and approved the publication of the statements in the 6 February 2020 minutes. Given that it would have been easy for him to verify the facts with Cassandra before making the statements, the First Defendant was clearly reckless as to the truth of his statements, in light of his intention to remove the Claimant as chairman of the MC.

88 Similarly, the Second Defendant was well aware that the condominium technicians frequently help residents with their personal property as at 22 January 2020, given that she had asked Sim to help her to drill four holes into the wall to insert a shelf for her on 26 December 2018 at 4:42 p.m. and Sim had proceeded to help her on 27 December 2018 at around 9:50 a.m.[67] At the 22 January 2020 meeting, Sharada had also conceded that she had previously approached the technician to help and the technician obliged. The Second Defendant conceded that it was unclear from Cassandra during the meeting whether the technician had been aware of the damage before she spoke with him[68]. Given that the Second Defendant was gathering information on the damaged tabletop ahead of the meeting, whether the Claimant had bypassed Cassandra to talk to the technicians was an issue which she could have easily clarified. The failure to do so indicates that she was reckless as to the truth of the statement in her desire to make out wrongdoing on the part of the Claimant.

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[66] NE, 28 August 2025, 124/20-25, 127/27-28

[67] C2 at page 1, NE, 29 August 2025, 141/1-25

[68] NE, 29 August 2025, 146/8-32

89 As set out earlier, the prevailing policy as at 22 January 2020 was that where common property is damaged by a resident, the resident who is responsible for the damage would be charged on a reimbursement basis. No additional administrative fee would be imposed. Residents are also allowed to conduct their own repairs on the condition that the repair done is of acceptable standard. Desmond from the MA was part of the smaller WhatsApp group which does not include the Claimant and would have informed the Defendants of the prevailing policy if they had enquired. However, there is no indication that the First Defendant sought to ascertain this before alleging impropriety on the Claimant's part. The First Defendant had also looked up the BMSMA provisions in relation to the disclosure of interests in contract or other matters, removal of council member from office and the consequences for a breach of duties even before the Second Defendant came back with the details on the claim amount by the technicians, the amount the Claimant had paid and whether the cost of labour had been included in the total repair cost. It was therefore clear that the First Defendant was eager to make out wrongdoing on the Claimant's part and reckless as to whether the Claimant had indeed paid less than what an ordinary resident would have been charged, and correspondingly whether there would indeed be a pecuniary interest which had to be declared or which would raise a conflict of interest. Although the First Defendant contends that the amount paid by the Claimant did not reflect the true replacement cost, the First Defendant did not articulate what the true replacement cost was and left it to the judgment of the managing agent as to the actual replacement cost for the table[69]. The council took a decision at the meeting on 22 January 2020[70] that the MA will not issue a fresh invoice to the Claimant in respect of the damaged table. Hence, the true replacement cost was never ascertained and the

[69] 1ABD 402, the First Defendant's message on 30/01/2020, 10:50

[70] CCB 191

standard of a resident having to pay the true replacement cost of the damage caused, which the Claimant was held to while he was chairman, was not applied to the Claimant after he stepped down. Neither was such standard implemented subsequently, given that it was clear during the meeting on 26 February 2020 that the council did not change the procedure of charging residents who had damaged common property on a reimbursement basis[71]. As Krishna stated in the smaller WhatsApp chat[72], Cassandra had given the impression during the meeting that she had done everything properly and the Claimant had paid exactly what he was told to pay but the First Defendant chose to disregard what Cassandra said and persisted in making the defamatory statements. In the circumstances, I find that the First Defendant was reckless as to whether the Claimant had paid less in accordance with the prevailing policy and whether there was a pecuniary interest which had to be declared to the MC.

90 The Second Defendant claimed that she did not know that the prevailing practice as at 22 January 2020 was that a resident who had damaged common property would be charged on a reimbursement basis or could source for repairs on his or her own[73]. Her assumption was that the MA would have also imposed labour costs and the Claimant should have paid labour costs[74]. However, she did not ask anyone about the prevailing practice[75], before causing the defamatory statements to be published on 6 February 2020. Before 22 January 2020, she had been asking Desmond for various information[76]. She had asked Desmond

[71] NE, 28 August 2025, 132/11-16, 2ABD 352

[72] 1ABD 401

[73] NE, 29 August 2025, 121/16-23

[74] NE, 29 August 2025, 123/9-13

[75] NE, 29 August 2025, 125/6

[76] CCB 86

on 21 January 2020 about the cost of the tabletop if they were to engage an outside contractor to replace it. The Second Defendant conceded that Desmond would have informed her about the prevailing practice as stated at the meeting on 26 February 2020, if she had asked him[77]. It was also clear from the Second Defendant's comments on 21 January 2020 that the resident should be charged the cost of reinstating the common property by an external vendor with an additional 10% to 15% to account for GST that she knew that it was not the prevailing practice to do so. Ultimately, there was no invoice issued to the Claimant and it was unclear what was the amount the Claimant should have paid, beyond what he already paid. The Second Defendant was therefore reckless as to whether the Claimant had indeed paid less than what an ordinary resident would have paid and whether there was indeed a pecuniary interest which the Claimant failed to declare and which he was misusing his position or authority for.

91 In the circumstances, I find that the Claimant had made out malice on the part of the Defendants and that the defence of qualified privilege is defeated.

Whether the defence of justification is made out in respect of the secret meeting statements

92 The First Defendant argued that the statements were justified as the Claimant had held a private meeting with the MA in which his wife was present. The Claimant failed to inform the council of the meeting and failed to adequately explain why his wife, who did not hold any position in the MC, was involved in the meeting. The Claimant had only informed the council members about the meeting after the meeting was conducted and when asked why his wife was at the meeting, testified that he valued her input and her presence

[77] NE, 29 August 2025, 125/29-32

ensured a proper handover[78]. The First Defendant argued that the Claimant's wife should not have been there in the first place, given that the meeting was to discuss the important issue of the staffing of the MA.

93 The Second Defendant argued that the statements were justified as the Claimant had held a private meeting with the MA to discuss estate matters without notifying the rest of the council in advance. The meeting included his wife, Sim Nyet Moi, who was not a council member and whose involvement was neither disclosed to the council beforehand nor subsequently explained in terms of her capacity or role. While David Wong, a council member was invited to the meeting at the last minute, the other council members were not informed of the meeting in advance and the Claimant only provided an update to the MC seven days after the meeting had taken place. Significant issues such as staffing and turnover within the MA's team at HV had been discussed, yet the Claimant failed to update the council on these issues at the council meeting on 19 September 2019. When questioned about the meeting, the Claimant was unable to provide a satisfactory explanation as to why council procedures had not been followed, why the other council members had been excluded or why his wife was present. Hence, the Claimant's failure to disclose or explain these meetings and the lack of transparency in handling matters of such significance were accurately reflected in the statement complained of.

94 According to the Claimant[79], the meeting on 17 September 2019 with Desmond was a follow up on Desmond's request to meet up after the 17th MC took over in August 2019. He had asked Grace to arrange the meeting because he wanted to discuss with Desmond, the boss of Smart Property, about the

[78] NE, 28 August 2025, 53/7-9

[79] Claimant's AEIC at [20]-[22]

turnover issues at HV and about whether Cassandra was a suitable candidate. He agreed for his wife, Sim Nyet Moi ("Nyet"), to join the meeting because Nyet was the immediate past chairperson of the MC and knew about the frequent turnover of the MA staff. She also knew Desmond. He thought that her experience and views would be quite valuable in discussing the turnover issue. He had also asked David Wong, an existing MC member, to join the meeting in a last minute decision, as he thought that it would be good to have another member of the MC present, in case there were any issues. As it was just an informal meeting, he did not think there would be any issues but on hindsight, he was glad that he invited David Wong to join because it showed that he was not trying to go behind the backs of the MC members to make a decision on his own.

95 According to the Claimant[80], it was Desmond who brought up the staffing or turnover issue at the meeting. Desmond stated that Sebastian and Alison had both indicated that they wanted to leave. While Alison had by that time withdrawn her request to leave, she said she would only be willing to stay until the start of 2020. Hence Desmond said that it would be better to get a fresh and stable team for HV. Desmond said that he would check with his human resources team and get back to the MC on some proposed names for the new team, which would likely include Cassandra, whom the MC had already interviewed. However, Desmond said that he had yet to confirm that Cassandra could be released from her existing condominium (where she was working at the time).

96 The Claimant did not update the MC then because it was only a preliminary meeting and nothing was finalised. He was waiting for Desmond to

[80] Claimant's AEIC at [23]

come back to the MC with some names. David, who was present at the meeting, did not suggest that they update the MC[81].

97 Slightly a week later, on 25 September 2019, Desmond suggested that Cassandra take over from Sebastian from 30 September 2019 and that there would be a new property officer who would take over from Alison at the end of October 2019, with a one-month period to allow for transition. Desmond himself would take over the overseeing role from Grace, although Grace would still continue to work as part of the MA team. Hence, the Claimant updated the MC on 25 September 2019 at 8:45 p.m. in the WhatsApp group chat between MC members (excluding the MA)[82].

98 It was clear from the messages in the WhatsApp group chat[83] that in response to the Second Defendant's question of whether all the council members were consulted before the change in MA personnel, the Claimant had explained on 26 September 2019 that David had joined him in meeting with Desmond and that Nyet had also joined him for that meeting as she would have better feedback for Desmond but Desmond provided his own feedback before they did so. In response to the First Defendant's questions about why other council members were not made aware of the meeting with Desmond and why Nyet was even present, the Claimant had explained that it was not a formal meeting; just an exploratory one to determine the best way forward and that nothing was firmed up until 25 September 2019 when Desmond confirmed the arrangements. In addition, Nyet had asked for permission to join, similar to when he had asked to come for formal and informal meetings. The Claimant

[81] Claimant's AEIC at [25]

[82] 1ABD 107

[83] 1ABD 107

also offered to explain to all the council members in person that Alison could no longer remain and they proceeded to make arrangements for a meeting.

99 Based on the transcript of the 22 January 2020 meeting, David Wong[84] had stated that three things were discussed at the meeting between the Claimant, Nyet, Desmond and him. The first was micromanagement; the second was the need for Alison to leave HV as soon as possible and the third was the relationship between Cassandra and Alison. Desmond[85] stated that the meeting was largely to address the staffing issue. Desmond[86] had also explained that he was the one who raised the issue of removing Alison as he already knew that Allison had plans to move on after her exams. If he wanted to build a new team, he would want everyone in HV to have a long term interest in HV. The Claimant[87] had also explained that Nyet wanted to address some of the things that Desmond may have said as to her being too micromanaging but Desmond was the one who initiated the conversation about taking Alison out of the estate but it was not firm or finalised and that Desmond wanted a fresh team at HV. However, Desmond needed to seek her release, get a new property officer as well as hire an associate director in order to replace the whole team. Post meeting, the Claimant had left it at that as nothing was firm until it was finalised. Desmond[88] clarified that he was the one who wanted a stable team and wanted to rebuild the team. Alison did not have a long term interest so he wanted to

[84] 2ABD 60

[85] 2ABD 60

[86] 2ABD 61

[87] 2ABD 64 - 65

[88] 2ABD 66-67

bring her back to office. As there will be time needed for handover, he did not commit to any timing at the meeting.

100 It was therefore clear that the meeting the Claimant had with Desmond was not a secret meeting but an informal one, as the Claimant had explained to the council members over WhatsApp on 26 September 2019. While the Claimant did not inform the other council members about his meeting with Desmond prior to the meeting, the Claimant had no intention of hiding this from his fellow council members, given that he had invited David Wong, another council member, to attend the meeting. The Claimant had informed the other council members about the meeting when asked about the change in the managing agent personnel to be deployed at HV on 26 September 2019 and also volunteered the information that his wife had attended the meeting and explained her purpose for doing so. While they had discussed staffing issues at HV during the meeting, it was clear from both the Claimant's evidence and Desmond's statements at the 22 January 2020 meeting as recorded in the transcript, that Desmond was the one who initiated the changes in personnel and that nothing had been finalised at the informal meeting. Correspondingly, there was nothing secret about the meeting and there was no lack of openness and transparency by the Claimant as chairman as alleged by the Defendants. The Claimant had explained to the MC over WhatsApp on 26 September 2019 that his wife had joined him for the meeting as she would have better feedback for Desmond and had asked to join him. Given that his wife was the chairman of the predecessor MC, the fact that the Claimant had allowed her to join what was an informal meeting with the managing agent was not anything out of the ordinary and the explanation of her presence was acceptable. There was

therefore no lack of openness and transparency on the Claimant's part as chairman.

101 In the circumstances, I find that the Defendants had failed to make out a case of the Claimant abusing his authority as chairman in this instance. The defence of justification is not made out.

Whether the defence of qualified privilege is made out in respect of the secret meeting statements

102 The First Defendant claimed that it was improper for the Claimant to have met with the MA privately to discuss about the running of HV and personnel issues as the Claimant did not inform the MC beforehand about the meeting and did not make clear to the MC members what had transpired until the meeting on 22 January 2020 when David Wong stated the items discussed[89].

103 However, the Claimant had updated the MC about the change in MA personnel on 25 September 2019, after Desmond confirmed the personnel changes on the same day and had also informed the MC on 26 September 2019 about the meeting which had also involved David Wong and his wife[90]. The Defendants were therefore well aware on 26 September 2019 that the meeting was an informal exploratory one, no decisions had been made until Desmond confirmed the changes on 25 September 2019 and the reasons for the Claimant's wife joining them. The Claimant had also offered to explain in person to everyone in the council why Alison could not remain. In fact, the Claimant had asked the First Defendant to set up the meeting when he is back in Singapore but the First Defendant told them to arrange for the meeting without him. Based

[89] NE, 28 August 2025, 93/26-30

[90] 1ABD 108

on the WhatsApp messages, on 5 October 2019, the Claimant had also offered his place for the MC to meet for updates and issues to be ironed out but the Defendants turned him down and suggested that they discuss matters at the next council meeting on 30 October 2019 instead[91]. There was therefore no basis for the First Defendant to allege that there was a lack of openness and transparency. As indicated in the WhatsApp group chat of the smaller group and conceded by the First Defendant on the stand[92], the Defendants, Krishna and David also met with Desmond of the MA prior to the creation of their smaller WhatsApp group to discuss issues concerning the management of HV without informing the rest of the MC. The First Defendant therefore had no basis for alleging that the Claimant's conduct in meeting with the MA privately was improper and that he had something to hide by failing to be open and transparent. I therefore conclude that he had made the statements recklessly and that malice is made out, defeating the defence of qualified privilege.

104 The Second Defendant was aware of the meeting as of 25 September 2019 and accepted that the Claimant did not intend for the meeting to be a secret meeting or keep the meeting secret from the rest of the MC, given that he was accompanied by David Wong, one of the council members[93]. The Second Defendant accepted that the MA was the one who makes the decision on which individual to employ as part of the MA team in a condominium[94]. Hence, no decisions were made by the Claimant at the meeting[95]. The Defendants had also met with Desmond on 4 January 2020 without all the other MC members but

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[91] 1ABD 111

[92] CCB 81, NE, 28 August 2025, 80/7-9, 90/7-19

[93] NE, 29 August 2025, 85/7-22

[94] NE, 29 August 2025, 84/20-31

[95] NE, 29 August 2025, 88/4-9

nevertheless allege impropriety only on the part of the Claimant[96]. While the Second Defendant argued that the difference lies in the presence of Nyet, the Second Defendant did not explain why the presence of the ex-chairman of the MCST was so objectionable and why the Claimant's meeting with Desmond, together with David would warrant his removal as chairman. In fact, the Second Defendant had said at the 22 January 2020 meeting that they had the opportunity to ask the Claimant during the council meeting in October 2019 as to what actually happened and the Claimant had explained that his wife wanted to address micromanagement[97]. The Second Defendant was therefore well aware that the Claimant had been transparent in explaining to them what had actually transpired and had explained the reason for his wife's presence. In the circumstances, I find that in their desire to build a case for the Claimant's removal from office, the Second Defendant had recklessly characterised the meeting as secretly arranged and the Claimant's conduct as lacking in transparency when the Claimant had already explained the circumstances of the meeting, including the reason for the wife's presence and offered to explain more in person, which offer was initially turned down but which was subsequently left to be taken up at the October council meeting. The defence of qualified privilege is therefore defeated by malice.

2nd Set of Defamatory Words

105 On 30 September 2020, the First Defendant sent an email titled "Building Maintenance and Strata Management Act (Sec 60 & Sec 61)" to one Lim Chong Yong, Director at BCA, which email was copied to the Second Defendant and Ronie Ganguly[98] (the "Email") as well as blind copied to Krishna

[96] NE, 29 August 2025, 88/26-32

[97] 2ABD 60

[98] 3BA 47-48

and David Wong[99]. In the Email, the First Defendant stated that the Claimant had booked a barbeque pit for a private function during which a tabletop was damaged.

> ..... Mr Yip misused his position as Chairman to directly ask the estate's two technicians to procure material to repair the damaged table top circumventing the authority of the Managing Agent and Council.
>
> He only issued a cheque covering the material cost of the table but not the true cost of replacement. In doing this repair, one of the technicians had to cancel his personal leave to repair the tables and therefore his time remains chargeable and payable. Mr Yip was also the approving authority for petty cash claims at that point in time.
>
> When questioned by fellow Council members on the damage to the table top, Mr Yip chose to remain silent on the matter and did not disclose his pecuniary interest in the matter nor why he bypassed the authority of the Condominium Manager who was responsible for all work given to the technicians.

106 The First Defendant then proceeded to inform the BCA that the Claimant was removed as chairman by a majority vote on 22 January 2020. The First Defendant stated their firm belief that the Claimant had contravened section 60 and 61 of the BMSMA and asked for BCA's advice as to whether any actions can be taken against the Claimant.

Whether the Second Defendant had published the 2nd Set of Defamatory Words

107 The First Defendant could not recall if the Second Defendant was involved in the drafting of the email to BCA on 30 September 2020[100]. The First Defendant's evidence was that he had sent the Email in his capacity as the then chairman of the MC as it was his duty to seek the clarification or opinion of BCA as there were grounds to believe that the Claimant was in breach of the

[99] 3ABD 110

[100] NE, 28 August 2025, 160/21-24

statutory provisions as well as the HV's House Rules No. 8 (Occupancy)[101]. While the First Defendant agreed on the stand that he had signed off in his capacity as chairman and the Email was sent on behalf of the whole MC[102], his evidence was that he did not consult the MC before sending the Email and did not copy the entire MC on the Email[103]. However, no one expressed surprise to him upon receiving his Email[104].

108 The Second Defendant argued that the First Defendant was the one who authored and sent the Email; she was merely copied in the Email. There is no evidence that she drafted or contributed to the publication of the Email. Hence, she did not publish the 2nd Set of Defamatory Words.

109 The Second Defendant did not dispute that when the First Defendant received BCA's stock response, he forwarded it to her and she did not express any surprise or ask him why he was sending it to her[105]. When BCA replied substantively, the First Defendant had also sent the reply to her[106]. While the Second Defendant agreed that the First Defendant had discussed the BCA circular with the five of them, her evidence was that he did not discuss the contents of the Email with her before it was sent out[107]. While the Second Defendant claimed that she did not know that the First Defendant was going to send the Email[108], the Claimant argued that this was not in her AEIC and she

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[101] First Defendant's AEIC at [66]

[102] NE, 28 August 2025, 164/13-20

[103] NE, 28 August 2025, 164/26 – 165/12

[104] NE, 28 August 2025, 166/26-31

[105] NE, 29 August 2025, 52/11 - 23

[106] NE, 29 August 2025, 52/27-31

[107] NE, 29 August 2025, 53/15-28

[108] NE, 29 August 2025, 53/29-31

was unwilling to put it in her AEIC under oath, even though the same was in her opening statement[109].

110 As set out earlier, a person who participates in or procures the publication of a defamatory statement is liable for the defamatory publication. In the present case however, I am unable to conclude that the Second Defendant had participated in or procured the publication of the Email. Although the First Defendant testified that he had sent the Email on behalf of the MC and had spoken to all members of the council including those who are not on the Email about the incident being a contravention of the BMSMA[110], there is no evidence that the Second Defendant was aware of the contents of the Email prior to its being sent out. Merely being copied on the Email and BCA's responses and the failure to express surprise at being copied or sent copies of the reply is insufficient to make out the element of publication on the part of the Second Defendant, given that she is well aware of this issue and the First Defendant's position on it. Just because the Defendants may have discussed the BCA circular does not mean that the Defendants would have also discussed the contents of the Email that the First Defendant was going to send out in response to the circular or that the Second Defendant must have agreed to or approved of the contents of the Email in the way it was drafted. The facts here can be distinguished from those in *Loh Siew Hock* where the finding that a flyer had been published by the defendant was supported by the testimony of a witness that the defendant had given him the flyer.

[109] NE, 29 August 2025, 57/28- 58/15

[110] NE, 29 August 2025, 2/14-24

Were the 2nd Set of Defamatory Words defamatory?

111 I accept the Claimant's arguments that the 2nd Set of Defamatory Words, in their natural and ordinary meaning, meant and were understood to mean that the Claimant had abused his authority as chairman of the MC to advance his personal pecuniary interest. The Email states that the Claimant had circumvented the authority of the MA and council and misused his authority as chairman to approach the technicians directly to procure material to repair the damaged tabletop on their official time and paid less than the true cost of replacement. The Email insinuates that he was able to pay less as he was the approving authority for petty cash claims at that point. The Email also suggested that he had something to hide when he remained silent when questioned by fellow council members on the damage to the tabletop. These statements tend to lower the Claimant in the estimation of right-thinking members of society.

Whether the defence of justification is made out in respect of the 2nd Set of Defamatory Words

112 In view of my finding above, I find that the defence of justification is not made out in respect of the 2nd Set of Defamatory Words.

Whether the defence of qualified privilege is made out in respect of the 2nd Set of Defamatory Words

113 The Claimant disputed that the Email was sent on an occasion of qualified privilege on the basis that the accounts of both defendants contradict one another as to the purpose of the Email[111].

[111] NE, 27 August 2025, 5/30 – 6/2, Claimant's Closing Submissions at [136]

114 I accept that the Email was sent on an occasion of privilege. The First Defendant had the duty, as chairman of the MC, to ascertain if a fellow council member had contravened a section of the BMSMA. The BCA officer has a corresponding interest in receiving information regarding compliance with the BMSMA or more generally on how MCSTs are run. The fact that the Second Defendant may have taken a different position that the Email was to inform BCA of the breach did not change the corresponding interest in the BCA officer to receive information regarding compliance with the BMSMA or the First Defendant's duty in sending the Email.

115 However, I accept the Claimant's argument that the defence of qualified privilege was defeated by malice.

116 The First Defendant admitted that he did not know, at the time he sent the Email to BCA, whether the Claimant had approached the technicians first or whether he had approached Cassandra first[112]. Given that it would have been easy for him to ascertain this from Cassandra, he was reckless in making the statement that the Claimant had misused his position as chairman to circumvent the authority of the managing agent and council and bypass the authority of the condominium manager to approach the technicians directly. Further, the First Defendant was well aware by then that no fresh invoice would be issued to the Claimant and that residents were charged on a reimbursement basis for damages to common property. Hence, the statements that the technician's time remains chargeable and payable and that the Claimant had paid less than what was payable were made recklessly without regard to their truth.

[112] NE, 28 August 2025, 128/20-32

3rd Set of Defamatory Words

117 The minutes of the AGM on 31 October 2020[113] recorded the First Defendant to have shared the reasons as to why the Claimant was voted out. The words in bold below were pleaded by the Claimant to constitute the 3rd Set of Defamatory Words.

> ……Mr Yip Kie Sie was the Chairman when the existing Council first started back in August 2019 and he has always **maintained that contract signing was solely his responsibility** and should be completed in a timely manner. However, **there was a cleaning contract with ACTEEF Cleaning Specialists Pte Ltd that was not signed. The fact of this matter only came about in January 2020 even though the Council has been running since August last year. It was found that there was only a novation letter signed, indicating the change of name of the cleaning contractor, but the core cleaning contract was not signed. The fact that the MCST do not have a cleaning contract and the arrangement with the cleaning company was done on a month-by-month basis meant that in the event of non-performance by the vendor, the MCST did not have any recourse to apply any liquidated damages and this is very critical. The Council discovered this and decided to act.**
>
> Secondly, **the managing agent contract with Smart Property was not signed until January 2020**. Prior to this, the contract was sent to Mr Yip as early as September by the MCST secretary but **no reason was given as to why the contract was not signed. There are two big projects to be embarked on. However if the MCST does not have a contract with the managing agent signed, how is the MCST to proceed or move forward with contract, to even embark on these projects.**
>
> Thirdly, there was a **more serious incident that was related to damaging of a table top. Mr Yip had notified and sent a damaged table top to the technician for repair but by-passing the condominium manager. He basically did not go through the protocol and did not declare any fiduciary interest on the matter. This is in breach of BMSMA section 60(1) and in all of this there was basically no transparency. Mr Yip was asked but refused to provide any explanation and was simply not acceptable as a chairman as he had**

[113] 3BA 166-167

> **basically even gone against the house-rules when you are not supposed to approach the technicians on a personal basis to do personal favours**. There were **a lot of cases of unilateral decision making plus private meetings which unfortunately residents and Council members were not aware of** when Mr Yip was removed as Chairman of the MCST. Therefore, the Council took a very hard decision to ask him to step down but refused and asked for a vote. Unfortunately, this **pattern of not answering, of not doing things and not being open to other Council members** continued. While he remained as one of the members, the Council **discovered certain irregularities** along the way.
>
> One issue that came up was all signed cheques were to be sent to Mr Yip as a Council member back in May 2020, and this was **basically a breach of the BMSMA section 47**. There were cheques which have already been approved and duly signed but instructions were given to be sent to him before they be posted out.
>
> Mr Yip has also been **negotiating with companies directly without the knowledge of the Council**. It was found that a fellow Council member was contacting PAVO Security on 29 April 2020 bypassing Council authority, quoting financial numbers, requesting a reduction of manpower during covid-19 pandemic when the greatest number of residents was in the estate and this was not even run through with the Council – which do not make sense to reduce security. At the same time, he also contacted A&P services on 29 June 2020 making unwanted allegations that Mr Lim and the Secretary had to clear up.
>
> Regrettably, there was also a theft of power incident which cleaners discovered with the unauthorized tapping of power which was against the House-Rules and the fire safety regulations. This happened three times, in 18 December, 17 April and 22 May. The Council had sought the advice of the MA on the course of actions to be taken. Basically, three warning letters were sent, legal letters were also sent and the particular subsidiary proprietor has not responded in any shape or form leaving the Council with no recourse but to refer the matter to the authorities.

Were the 3rd Set of Defamatory Words defamatory?

118 The Claimant claimed that the 3rd Set of Defamatory Words, as highlighted in bold above, meant and were understood to mean that

(a) the Claimant had abused his authority as chairman of the MC to advance his personal pecuniary interest or in disregard of HV's interests;

(b) the Claimant had failed to properly carry out his duties as chairman of the MC; or

(c) the Claimant, as chairman of the MC was not accountable to the MC and refused to be accountable to the MC.

119 The statements regarding the signing of the contracts indicate that even though contract signing was the Claimant's responsibility, he failed to sign the contract with Acteef for approximately 5 months with serious consequences to the MCST. The signing of the managing agent contract with Smart Property had also been delayed for three to four months for no reason and had caused a delay in the MCST embarking on two big projects. These statements would be understood to mean that the Claimant had failed to properly carry out his duties as chairman of the MC.

120 As set out earlier, the statements relating to the damaged tabletop would be understood to mean that the Claimant had abused his authority as chairman of the MC to advance his personal pecuniary interest in disregard of HV's interest.

121 The statements that the Claimant had been involved in "a lot of cases of unilateral decision making plus private meetings which unfortunately residents and council members were not aware of" when he was removed as chairman of the MCST and had a "pattern of not answering, of not doing doings and not being open to other council members" were made without any context and immediately follows after reference to the incident relating to the damaged

tabletop. Hence they would be understood to mean that the Claimant was not accountable to the MC and refused to be accountable to the MC.

122 However, the statements referring the Claimant being involved in "certain irregularities" which were later "discovered" by the council, that the Claimant had been sent signed cheques in May 2020 which was "basically a breach of the BMSMA section 47" and had been "negotiating with companies directly without the knowledge of the council" on 29 April 2020 and 29 June 2020 all relate to the Claimant's conduct after he had been voted out as chairman on 22 January 2020 and therefore would not be understood to relate to his conduct as chairman of the MC.

123 In *Review Publishing Co Ltd & anor v Lee Hsien Loong & another appeal* [2010] 1 SLR 52, the Court of Appeal observed at [131] that while a more serious allegation would usually include a less serious one, with the result that the court may find a less defamatory meaning than that originally pleaded, this principle does not apply without qualification for there may come a point where a less serious allegation amounts to a substantially different allegation from that originally pleaded in which case the plaintiff should amend his pleadings to expressly plead the less defamatory meaning. In the present case, I do not find the statements relating to the Claimant's irregular conduct by breaching section 47 of the BMSMA and negotiating directly with companies without the knowledge of the council amount to an imputation of a substantially different kind such that I am precluded from finding that they bear a lesser defamatory meaning than that which was pleaded. In my view, they can be understood to mean that the Claimant engaged in irregular conduct as a council member by committing a breach of section 47 of the BMSMA when he asked for all signed cheques to be sent to him and by negotiating with companies directly without the knowledge of the Council. In and of themselves, these

statements suggest that the Claimant was not accountable to the council and refused to be so accountable and tend to lower the Claimant in the estimation of right-thinking members of society generally.

124 Even in the absence of the statements referred to in paragraph 122, I accept that the 3rd Set of Defamatory Words would be understood to mean that the Claimant had failed to properly carry out his duties as chairman of the MC, abused his authority as chairman of the MC to advance his personal pecuniary interest and was not accountable to the MC and refused to be so accountable. I accept that these words tend to lower the Claimant in the estimation of right-thinking members of society generally and find that they are defamatory.

Whether defence of justification is made out in respect of the signing of contracts statements

125 I will deal first with the signing of the Acteef contract. The First Defendant's defence of justification in relation to this appears to be premised on the fact that the Claimant had signed a novation agreement when the main contract had not been signed and that he was unable to satisfactorily explain at the meeting on 22 January 2020 why he had done so[114].

126 While it is true that the Claimant had signed the novation agreement when the main contract had not been signed, the sting of the statements in the 3rd Set of Defamatory Words was that the Claimant was responsible for ensuring that contracts were duly signed and was derelict in carrying out his duties.

[114] First Defendant's Closing Submissions at [9] – [11], 1ABD 34

127 The Acteef contract which was unsigned was dated 16 August 2019[115] during the tenure of the previous MC. The 17th MC was only elected on 24 August 2019. As Desmond said during the 6th MC meeting on 22 January 2020, the document was vetted by the previous MC[116].

128 On the stand, the First Defendant was initially unsure as whether it was the 16th MC or 17th MC which bore the responsibility of ensuring that the contract with Acteef was signed, given that the contract was dated before the 17th MC took office [117]. However, he subsequently testified that it was the current MC who should ensure that there is a proper contract in place[118]. He conceded however that it was not the responsibility of the Claimant alone but the collective responsibility of the whole MC[119], as appeared to be the view of Krishna as well at the meeting on 22 January 2020[120]. As such, while the Claimant may physically sign contracts, the responsibility for ensuring that contracts were duly signed did not rest on the Claimant alone but on the whole MC.

129 It was recorded in the minutes of the 5th MC meeting on 18 December 2019[121] that the managing agent shared that the cleaning contractor, Acteef Cleaning Specialists Pte Ltd is merging with A&P Maintenance Services Pte Ltd, starting 1 January 2020. All the existing projects under Acteef would be moved to A&P Maintenance. The terms and conditions of the contract remains

[115] 1ABD 305

[116] 2ABD 36

[117] NE, 28 August 2025, 139/22-26

[118] NE, 28 August 2025, 140/1-7, 28-29, 142/6-7

[119] NE, 28 August 2025, 142/16-20, 30-32

[120] 2ABD 36

[121] 1ABD 389 at paragraph 7.5.1

unchanged. The minutes do not record any issues raised as to whether the main contract with Acteef had been signed.

130 In any event, the First Defendant conceded that the terms of the Acteef agreement continued to be debated until around 26 December 2019[122] and given the practice of the 17th MC to sign hard copies of the contract at MC meetings[123], the next occasion available for the Claimant to physically sign the Acteef contract was at the next MC meeting on 22 January 2020[124]. While the First Defendant claimed that the contract could have been signed earlier, the MA only presented the contract at the council meeting[125] and the contract was eventually signed on 22 January 2020 by the First Defendant, after he became chairman. The First Defendant conceded that there was no requirement that the chairman had to be the one signing the contract[126] and it was a matter of practice in the past for the chairman to sign contracts[127].

131 In the circumstances, the First Defendant had failed to prove that the Claimant alone was responsible for ensuring that contracts were duly signed and that he had failed to properly carry out his duties as chairman. Based on the messages in the WhatsApp chatgroup among the 5 council members and Desmond, the First Defendant was well aware that Acteef had given the Claimant a new cleaning contract only on 4 January 2020 and that Desmond would be sending the cleaning contract to all council members to have a final

[122] NE, 28 August 2025, 145/1-4, 2 ABD 36

[123] NE, 28 August 2025, 144/8-10, 28-32

[124] NE, 28 August 2025, 145/10-12

[125] NE, 28 August 2025, 146/29

[126] NE, 28 August 2025, 147/26-31

[127] NE, 28 August 2025, 148/19-20

look on or after 8 January 2020[128]. Given the practice of the 17th MC was for the managing agent to prepare the contract for physical signing by the chairman at the MC meetings, the next occasion for the signing of the Acteef cleaning contract would have been 22 January 2020. There was therefore no undue delay.

132 In relation to the signing of the MA contract, the Claimant testified that at the 1st MC meeting of the 17th MC on 29 August 2019, the MC put Smart Property on probation for around two months pending their final decision on whether to confirm Smart Property as the MA[129]. On 28 November 2019, the Claimant signed a letter of intent to renew the MA contract on behalf of the MC[130], which the Claimant had previously informed the council members about in the WhatsApp group between the MC members (excluding the MA) on 13 November 2019[131]. According to the minutes of the 5th MC meeting on 18 December 2019[132], the Claimant updated the meeting that he had signed a letter of intent with the MA, in response to the First Defendant's query. The next step was for Smart Property to share the renewal contract with all council members as soon as possible. On the stand, the First Defendant agreed that as at 18 December 2019, the MA had yet to prepare the final contract. While the general terms were similar to those of the preceding year, some council members, notably Krishna, wanted to add certain addendums on best practices[133]. As the

[128] 1ABD 392 - 393

[129] Claimant's AEIC at [14]

[130] Claimant's AEIC at [67]

[131] CCB 45

[132] 1ABD 388 at paragraph 6.2

[133] NE, 28 August 2025, 151/12-32

First Defendant was forced to concede on the stand, the contract could not be signed simply because it had yet to be finalised[134].

133 The First Defendant did not dispute that it was not until 4 January 2020 that Grace from the MA team provided the contract[135] and that even after 7 January 2020, some council members, including the First Defendant and Krishnan wanted to make further changes[136]. Hence, the final version of the MA contract was only finalised on 17 January 2020[137] and the next occasion that the contract could have been signed was 22 January 2020[138].

134 As such, the First Defendant had failed to prove that the Claimant alone was responsible for ensuring that contracts were duly signed and that he had failed to properly carry out his duties as chairman in failing to sign the contracts.

Whether the defence of qualified privilege is made out in respect of the signing of contracts statements

135 The Claimant did not dispute that the statements were made on an occasion of qualified privilege but contended that the First Defendant had acted with malice. As the First Defendant conceded that it was the collective responsibility of the whole MC to ensure that contracts were duly signed, there was no reason why the Claimant was singled out to bear the responsibility for the late signing of the Acteef contract. Even at the meeting on 22 January 2020, Cassandra had stated that the two contracts were circulated to all the council

[134] NE, 28 August 2025, 152/1-7

[135] CCB 47

[136] CCB 82

[137] CCB 83

[138] NE, 28 August 2025, 152/30 – 153/14

members[139]. Given that the First Defendant was also aware that the terms of the cleaning contract were only finalised 26 December 2019, the new cleaning contract was only forwarded to the Claimant on 4 January 2020 and that the normal practice would have been for the Claimant to physically sign the Acteef contract at the MC meeting on 22 January 2020, to impute dereliction of duties on the part of the Claimant in such circumstances was reckless and evidence malice on the First Defendant's part.

136 Similarly, the First Defendant was well aware that the MA contract was pending preparation by the MA and that the final version of the MA contract was only finalised on 17 January 2020, given that he had proposed changes to the MA contract on 7 January 2020. Despite this and being well aware that the next occasion that it could have been signed was 22 January 2020[140], the First Defendant went ahead to say that the Claimant did not give any reason for not signing the MA contract and that the MCST was unable to proceed on the projects without the contract.

137 The First Defendant was aware that the statements were not true. However, he nevertheless proceeded to make the statements in a chairman's address which had only been done fifteen years ago. As such, I find that the Claimant has made out malice and the defence of qualified privilege is not made out.

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[139] 2ABD 30

[140] NE, 28 August 2025, 153/9-21

Whether the defence of qualified privilege is made out in respect of the damaged tabletop statements

138 The Claimant claimed that without waiting for BCA's opinion, the First Defendant went on to state at the AGM that the Claimant's conduct in respect of the damaged tabletop was in breach of the BMSMA. On the stand, the First Defendant agreed that he was reckless as to the truth because he did not wait for BCA's reply[141]. Although he sought to retract this in re-examination the next day[142], the retraction was clearly an afterthought. The First Defendant admitted that he did not know in October 2020 when he made the chairman's address whether the Claimant had indeed approached the technicians before approaching Cassandra when this was something which could be easily verified[143]. Yet, he persisted in making a statement about the Claimant bypassing the condominium manager and not going through the protocol. Given his recklessness as to the truth of what he said, the defence of qualified privilege is defeated by malice.

Whether defence of justification is made out in respect of the statements of unilateral decision making and private meetings

139 In relation to the statements that the Claimant had been involved in "a lot of cases of unilateral decision making plus private meetings which unfortunately residents and council members were not aware of" and that the Claimant had a "pattern of not answering, not doing things and not being open to other council members", the First Defendant took the position in his AEIC that the essence of these statements is the same as the statements alleged to be defamatory in the 1st Set of Defamatory Words and argues for the same reasons

[141] NE, 28 August 2025, 162/23-30

[142] NE, 29 August 2025, 36/18-23

[143] NE, 28 August 2025, 129/1-4

that the defences of justification would similarly apply in respect of these statements[144].

140 In relation to the statement that the Claimant had been involved in "a lot of cases of unilateral decision making", in so far as this relates to the incident of the Claimant unilaterally "overruling a decision [of the MC] on the replacement of 2 tank filters for the lap pool … without prior discussion and consensus from other Council members" mentioned in the 6 February 2020 version of the minutes, the First Defendant claimed that such a statement was true. On 19 September 2019, members of the MC had voted and decided to replace the two tank filters for the lap pool. The Claimant overrode this decision unilaterally the next morning stating that he did not agree with the replacement and that they would not be repaired.

141 The minutes of the council meeting on 19 September 2019[145] record the following:

> 3.1.4 MA presented to Council 3 quotations obtained from M/s Crystal Clear Contractor Pte Ltd, M/s Auto Pool Pte Ltd and M/s Waterco International Pte Ltd for the replacement of 2 no. of sand filters serving the Lap Pool.
>
> 3.1.5 Council deliberated if the replacement works could be included into the tender for the swimming pool repairs and on the accountability on verifying the condition of the pumps systems for the pool.
>
> 3.1.6 MA clarified as follows:
>
> (i) Sand filters are required to ensure the quality of the water is not compromised;
>
> (ii) Tender for the swimming pool repairs approved at the Annual General Meeting was for the retaining walls at the lap pool, fun pool and the main entrance water feature;

[144] First Defendant's AEIC at [74]

[145] 1ABD 338

> (iii) Technicians are to supervise the service providers when they are on site.
>
> 3.1.7 Council reviewed and agreed to award the replacement to M/s Crystal Clear Contractor Pte Ltd who had offered the most competitive quote at $3,100.00 excluding GST.
>
> 3.1.8 MA reported M/s Crystal Clear Contractor Pte Ltd has given a report on the taking over from M/s Auto Pool Pte Ltd. MA is verifying on the items highlighted if earlier replacement or repairs had been carried out and if the warranty is still in force before updating the Council.

142 The Claimant had on 20 September 2019 at 9:08 a.m. sent a WhatsApp message in the chatgroup titled "Heritage View MC 18/19", which was a WhatsApp chat group between the 17th MC and the managing agent team asking Sebastian Chee, the condominium manager of HV at that time, to hold off temporarily the sand filter replacement until further notice[146]. This was followed by a message at 2:50 p.m. on the same day asking Sebastian and Alison for the report leading to the issue of sand filter raised by the current vendor, the quotations and the slides the MA used at the meeting the day before[147].

143 On 20 September 2019 at 1:13 p.m., the Claimant sent an email to Sebastian asking for the handover report from both Autopool and Crystal Clear, which had taken over from Autopool, as well as the maintenance and works report in relation to this item[148]. Sebastian's email on 21 September 2019 at 9:41 a.m. stating that "as per [the Claimant's] latest advice, MA had not given green light to proceed with the changing of the sand filters"[149] showed that Sebastian had received the Claimant's instructions sent over WhatsApp on 20

[146] CCB 76

[147] CCB 77

[148] 1ABD 330

[149] 1ABD 329

September 2019. This was followed by the Claimant's email to the MA team comprising Sebastian, Grace and Desmond, on 23 September 2019 at 2:03 p.m. stating that it would be reasonable not to approve anything regarding the filter/sand media replacement until they get proper answers to specified queries and to hold all payments to Autopool until the matter is resolved[150]. Following Sebastian's replies to the Claimant's queries on 23 September 2019 at 2:38 p.m. and the Claimant's responses on the same day at 3:33 p.m., Sebastian replied to the Claimant at 4:21 p.m. on the same day, copying the rest of the MC as well as other members of the MA team[151].

144 The Claimant had also on 23 September 2019 at 9:40 a.m. informed the rest of the MC members in the WhatsApp Chat titled "Internal HV 16th Council" not to sign any cheques for pool works as missing items and dubious maintenance works need to be resolved first[152]. The First Defendant weighed in on 23 September 2019 at 9:34 p.m. The First Defendant disagreed with the Claimant's position as he felt that the urgent replacement of pool filters was agreed and given that it has a direct bearing on the water quality, it takes priority over any investigations into the lapses and faults which may have occurred in the past. Other MC members also stated their views before the MC settled on 25 September 2019 to meet with Manish on the Sunday of that week to try to sort out the issues[153]. Phani Bala and the Defendants indicated that they were unable to make it but Sreekumar, Krishna and Sharada indicated that they were available[154].

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[150] 1ABD 328

[151] 1ABD 326

[152] CCB 31

[153] CCB 39

[154] CCB 40

145 The minutes of meeting revealed that while the council may have decided to award the replacement of pool filters at the meeting, there was some follow-up required by the MA including whether replacement or repairs had been carried out and whether the warranty was still in force. It is also clear that the Claimant had informed the MC at the same time as he informed Sebastian on 20 September 2019 to hold off the replacement of the sand filter until further notice. The matter of whether the replacement had to be proceeded with urgently or could wait was subsequently discussed among the council members over WhatsApp messages on 23 and 24 September 2019 and there appeared to be a consensus that it could wait until they meet with Manish. Hence, it could not be said that the Claimant unilaterally overruled the decision to replace the filters. He had merely asked the condominium manager to delay execution of the decision until they obtained more clarity. The decision to put the replacement on hold was made known to the other council members who appeared subsequently to agree to the deferment. As such, the First Defendant has failed to prove that the Claimant had unilaterally overruled a decision of the MC on the replacement of 2 tank filters for the lap pool without prior discussion and consensus from other council members.

146 In the circumstances, I find that the First Defendant has failed to prove his defence of justification in respect of the statement on unilateral decision making. In respect of the statement on private meetings which residents and council members were not aware of, I had earlier dealt with and rejected the defences of justification and qualified privilege in so far as the statement may relate to the meeting between the Claimant, his wife, Desmond and David Wong.

147 As the First Defendant did not refer to any other instances in which the Claimant had unilaterally made decisions or had private meetings which the

council was not aware of or any other instances in which he was not accountable to the MC or refused to be accountable to the MC while he was chairman of the MC, I find that the defence of justification is not made out in respect of these statements.

Whether defence of qualified privilege is made out in respect of the statements of unilateral decision making and private meetings

148 The First Defendant argued that the statements were made on an occasion of qualified privilege at HV's AGM. As the chairman of the MC then, he had a social, moral or legal duty to publish the statements and the attendees, who were the SPs of the units in HV, had a common interest in receiving the statements. The statements were made to explain to the SPs the circumstances under which the Claimant was voted out as the chairman of the MC at the meeting on 20 January 2020.

149 However, as set out earlier, the Claimant had updated the entire MC about holding off the replacement of the filters pending further investigations. It is also clear from the WhatsApp messages among the 17th MC members[155] on 24 September 2019 that after Krishna and Sharada shared the Claimant's concerns on the replacement of the sand filters, the other MC members did not insist on the immediate replacement of the filters and appeared to agree that the replacement be deferred pending the meeting with Manish.

150 During the council meeting on 18 December 2019[156], the discussion in relation to the filters had shifted from the replacement of the filters to whether the sand filters needed to be filled with more sand. At the council meeting on

[155] 1BA 82

[156] 1ABD 386 at paragraph 2.1.1

22 January 2020[157], the MA reported that 200 kg of sand is required to fill two of the same filters and that Crystal Clear had quoted a price of $500 for the work.

151 As such, as at the time of the AGM on 31 October 2020, the First Defendant would have been aware that the Claimant had not unilaterally overruled the council's decision to replace the pool filters but merely held off the replacement pending further investigations and that this did not constitute an instance of unilateral decision making on the Claimant's part. In the absence of any other instances of unilateral decision making, there was no basis for the First Defendant to make the statement that there were a lot of cases of unilateral decision making or that the Claimant was not accountable or refused to be accountable to the MC as chairman of the MC. In the circumstances, I find that malice has been made out and the defence of qualified privilege fails.

Whether the defence of justification is made out in respect of the statements of being involved in irregularities

152 In relation to the statements relating to the First Defendant being involved in irregularities, the First Defendant's defence states at paragraph 33(b) that "he repeats the defence of justification above". However, paragraphs 11 to 15 of the defence in which the First Defendant mentions the defence of justification relate only to the statements relating to the contracts, the damaged tabletop, the replacement of the tank filters, the meeting with the managing agent, the Claimant's wife and David Wong as well as the Claimant not acting in a manner expected of the chairman of the MCST. There are therefore no details as regards the defence of justification in relation to the statements regarding the Claimant being involved in irregularities, being sent signed

[157] 2ABD 241 at paragraph 2.1.1

cheques in breach of section 47 of the BMSMA and negotiating directly with companies without the knowledge of the council. Nevertheless, I will go on to consider the defence of justification in respect of these statements, notwithstanding the lack of particulars.

153 Based on the Claimant's case, the statement that he had been involved in irregularities relates to the statement that he had been sent signed cheques in May 2020 which was a breach of section 47 of the BMSMA and the statement that he had been negotiating with companies directly without the knowledge of the council.

154 On the Claimant's own case, he informed the MA on 18 May 2020 that he would have a quick look at the cheques before they were sent out[158]. The Claimant claimed that this was his practice since the time he was elected into the MC as it was a practice adopted by his wife when she was the chairperson in the previous MC, adopted as part of financial prudence and governance[159].

155 Under section 47(1)(viii) of the BMSMA, a subsidiary proprietor is entitled to apply in writing to a management corporation to inspect any record or document in the custody or under the control of the management corporation. Pursuant to section 47(4) of the BMSMA, the subsidiary proprietor may take extracts from or make a copy of the document upon payment of a fee, if so prescribed, but may not, without the consent of the management corporation, remove the document from the custody of the management corporation.

156 At the time the Claimant asked to see the cheques, he was no longer the chairperson of the MC. He was also not the treasurer with purview of the

[158] Claimant's AEIC at [147]

[159] Claimant's AEIC at [146]

payment functions. The Claimant's rights to look at the signed cheques were therefore limited to those of a SP under section 47 of the BMSMA. While it may be legally inaccurate to describe the Claimant as being in breach of section 47 of the BMSMA, I accept that the Claimant's conduct was contrary to the procedure stipulated in section 47 of the BMSMA and that it was irregular for the Claimant to ask to see cheques that have already been approved and duly signed but before they were posted out. Even if there was no delay to the issuance of the cheques and the practice did not continue when the First Defendant informed the MA to stop the practice, the conduct was nevertheless irregular.

157 In relation to the statement that the Claimant had been negotiating with companies directly without the knowledge of the council, the First Defendant gave evidence that the Claimant went over the head of the MC by negotiating personally with the GM of PAVO Security as well as dealt directly with A&P Maintenance Services Pte Ltd regarding services[160].

158 The Claimant had written to Grace on 14 April 2020, 20 April 2020 and 28 April 2020 in relation to the need for HV to have 4 guards for the night shift[161]. He then proceeded to write to Katherine Chow ("Katherine"), the general manager of Pavo Security Agency Pte Ltd ("Pavo") on 29 April 2020 summarising the discussion he had with her that day as regards the redundancy of the night shift team, a review of a change in the guards shift from 8 a.m./8 p.m. to 10 a.m./10 p.m. and the reduction of one security officer which would reduce the contract by $46,800 in the first year and $47,400 in the second year[162].

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[160] First Defendant's AEIC at [78]

[161] 4BA 128 - 130

[162] 3BA 202

Katherine replied on the same day to direct the Claimant to liaise with the managing agent and send them an official request in relation to any changes or amendments needed relating to the manpower supply at HV[163]. The First Defendant informed the Claimant on 30 April 2020 that he did not have the authority to directly engage with HV's contractors and in particular Pavo Security Agency Pte Ltd without first discussing with the council members the merits of his proposals. As the security portfolio was not assigned to the Claimant, he had no authority to discuss operational matters with Pavo Security Agency Pte Ltd and did not represent the council's position[164].

159 In relation to the email to Pavo Security Agency Pte Ltd, the Claimant claimed that he had reached out to Katherine only because Grace did not reply to his various queries which were legitimate issues that needed to be addressed. Even if the MA failed to respond to his queries, it was nevertheless inappropriate for the Claimant to approach Pavo directly without knowledge of the council to raise substantive issues such as the redundancy of the night shift team, the reduction of one security officer and a review of a change in the guards shift, issues which would have contractual implications and views on which did not represent the council's position. That this was irregular can be seen from the fact that Katherine directed the Claimant to liaise with the managing agent and send them an official request instead.

160 As for the communications with A&P Maintenance, on 25 June 2020, the Claimant messaged one Calvin from A&P Maintenance Services Pte Ltd[165] to highlight that while there were a lot of overtime claims for the cleaners, there

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[163] 3BA 201

[164] 3BA 201

[165] 4BA 126-127

were shortages in the roll call. The Claimant also highlighted that the cleaning supervisor was "smearing names of security guards who were performing their duties". The Claimant subsequently emailed Calvin seeking his response on 27 and 29 June 2020[166]. The emails were subsequently forwarded by Calvin to Lawrence, the stand-in condominium manager, on 2 and 22 July 2020[167]. Lawrence wrote to the office bearers on 22 July 2020 stating that in relation to the Claimant's query on the overtime claim, they had clarified in their reply dated 9 July 2020 to Sharada, copying the council including the Claimant, that A&P Maintenance Services Pte Ltd was paying their cleaners' overtime claims from their own pocket and that the MCST was not paying for the same[168]. It was clear from the First Defendant's email dated 23 July 2020[169] to Ronie, the Second Defendant, Grace, Desmond and the MCST that the Claimant had written to A&P without the knowledge of the MA or the MC suggesting impropriety on the part of the cleaning supervisor.

161 Similarly, the Claimant alleged that he was merely following up with a legitimate issue. However, it is clear from the objective evidence that he had been raising with the cleaning company, without the council's knowledge, issues which allege impropriety on the part of the cleaning supervisor and which may have repercussions on the council. Such conduct was inappropriate. In the circumstances, I am of the view that the First Defendant has proved that the statements that the Claimant has engaged in irregularities by acting contrary to section 47 of the BMSMA and by negotiating with companies directly without knowledge of the council have been justified in substance.

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[166] 4BA 126-127

[167] 4BA 123-125

[168] 4BA 121

[169] 4BA121

Whether defence of qualified privilege is made out in respect of the statements of being involved in irregularities

162 For the sake of completeness, I will also deal with the defence of qualified privilege in respect of the statements. The First Defendant's position is that the statements were made on an occasion of qualified privilege, being HV's AGM. The First Defendant, being the chairman of the MC then, had a social, moral or legal duty to publish the statements to explain the circumstances under which the Claimant was voted out as the chairman of the MC and the attendees, being the SPs of units in HV, had a common interest in receiving the statements.

163 The Claimant argued however that these statements were not covered by qualified privilege as the events mentioned in the statements happened after January 2020 and could not have been the reasons why the Claimant was voted out of office. The Claimant argued that only statements which are relevant and necessary for protecting the interests are covered by qualified privilege: *Golden Season Pte Ltd & ors v Kairos Singapore Holdings Pte Ltd & anor* [2015] 2 SLR 751at [91].

164 In *Lim Eng Hock Peter v Lin Jian Wei* [2009] 2 SLR(R) 1004, the High Court said at [179]:

> … I think a middle ground can be found: *first*, there is a distinction between *irrelevance* and *excess* or *exaggeration* (*Gatley* on *Libel and Slander* at para 14.62) and *second*, it is a question of *fact* and *degree* in each case where privilege is raised as a defence, as to which parts are *fairly* and *reasonably connected* to the matters occasioning the privilege and thus given consequential protection, and which parts are not so connected such that they cannot enjoy the protection of qualified privilege. Where the issue is not of irrelevance but simply of *excess* or *exaggeration* and the statement still has reference to the subject-matter of the privilege, or is in any way pertinent or germane to it, it is material only as evidence of malice and *not* to the question of privilege.

165 On appeal, the Court of Appeal in *Lim Eng Hock Peter v Lin Jian Wei & anor and another appeal* [2009] SGCA 48 affirmed the High Court's decision on this and set out the legal position on this in [34] by citing paragraph 240.155 in *Halsbury's Laws of Singapore* vol. 18 (LexisNexis, 2004 Reissue):

> The defence of qualified privilege attaches to the occasion on which the words are published, rather than to the words themselves. It would be contrary to the purposes for which qualified privilege exists if the law applied an objective test of relevance to every part of the defamatory matter, as a precondition to the existence of the privilege. Words wholly unconnected with and irrelevant to the occasion may not be privileged; but generally, irrelevant and unnecessary words having some relation to the occasion will be within the privilege but will constitute evidence of express malice.

166 In the present case, the statements alleging irregularities on the part of the Claimant relate to a time when he was no longer the chairman of the MC. However, I do not find them to be completely irrelevant or extraneous to privileged occasion or the reasons for the council voting out the Claimant. The statements regarding the Claimant's conduct following his removal as chairman were made to convey a consistent course of conduct even while he remained as a council member. While they do not relate to his conduct as chairman, they were nevertheless made in relation to his conduct as a council member for which the First Defendant had a duty to convey to the SPs and the SPs have a corresponding interest to receive such information. As such, I find the statements to be made on an occasion of qualified privilege.

167 I turn now to consider whether the defence of qualified privilege has been defeated by malice.

168 I had earlier found that the First Defendant has shown that the statement that the Claimant had acted in breach of section 47 of the BMSMA was substantially true in that he had acted contrary to the procedure set out in section

47 of the BMSMA. Even if I was wrong in finding so, there was nevertheless ground for the First Defendant to make the statement, given that he had been advised by Lawrence Tay, the stand-in condominium manager, on 23 May 2020 that other than documents presented to the management council, the Claimant's right is subject to application to the MC and payment of the prescribed fees under section 47 of the BMSMA[170]. Pursuant to clarifications sought by Ronie Ganguly and the Second Defendant, the advice from Grace, a member of the MA team, that an individual council member does not have the right to give instructions to the MA to halt any despatching of cheques which have been duly approved and signed, was also circulated to the First Defendant[171]. Hence, the First Defendant had grounds to believe that outside of the procedure under section 47 of the BMSMA, the Claimant did not have the right to ask to see the cheques before they were despatched, and that his conduct was irregular. As such, I find that the Claimant had failed to show that the First Defendant did not believe or was reckless as to the truth of the statement and had acted with malice in making the statement.

169 In relation to the statement that the Claimant had been negotiating with companies directly without the knowledge of the council, I had earlier found that the statement was true. Based on the objective evidence, the First Defendant had grounds to believe that the statements were true. The Claimant's position was that these were legitimate issues which had to be addressed and were addressed only after he had reached out directly to the service providers[172]. However, even if the managing agent did not respond to the Claimant's queries, it was inappropriate for the Claimant to approach the service provider on his

[170] First Defendant's AEIC at pages 328 - 329

[171] First Defendant's AEIC at pages 325 - 327

[172] Claimant's Affidavit at [168] and [174]

own with his queries and proposals without going through the managing agent or the rest of the council members. As is obvious from the replies from the service providers directing him back to the managing agent, such a direct approach was inappropriate. Even if no substantive decisions were made, the Claimant had made proposals which did not represent the position of the council and engaged in inappropriate conduct as a council member.

170 In the circumstances, I find that the Claimant had failed to prove that the First Defendant did not believe that the statements were true or that he was reckless as to the truth of the statements. While the statements related to the Claimant's conduct as a council member, the First Defendant was making these statements to establish a consistent course of behaviour by the Claimant as a council member, even after he had stepped down as chairman, to inform SPs of the same. I did not find that the First Defendant can be said to have been actuated by an improper or ulterior motive. The insertion of the voting records[173], even if adopted pursuant to Krishna's suggestion to "rub it in"[174], is factual and related to the Claimant's removal as chairman. It is insufficient to prove that the statements in relation to the Claimant's conduct as a council member were made with the dominant motive of injuring the Claimant or that the First Defendant acted with spite or ill-will towards the Claimant in relation to these statements.

171 Even in the absence of the statements relating to the Claimant's conduct as a council member, the First Defendant made various other statements which were defamatory of the Claimant and which were understood to mean that the Claimant had abused his authority as chairman or had failed to properly carry

[173] NE, 29 August 11/19-21

[174] 3ABD 104

out his duties as chairman or was not accountable to the MC as chairman for which the defences of justification and qualified privilege failed.

Summary

172 In summary, I find that the Claimant has made out a case of defamation by the First and Second Defendants in publishing at the 6th meeting and in the 6 February version of the minutes on the notice boards of HV:

(a) the statements that the Claimant had misused his position as chairman of the MC by circumventing the authority of the MA and council to directly ask the technicians to procure material and repair a damaged table and by failing to notify his fellow council members of his pecuniary interest;

(b) the statements that he had held secret meetings with the MA without notifying the council in advance and involved his wife with no adequate explanation; and

(c) the statement that he had not acted in the manner expected of him in the discharge of his duties as the chairman of the MCST.

173 I also find that the Claimant has made out a case of defamation by the First Defendant in respect of the 2nd Set of Defamatory Words.

174 In addition, I find that the Claimant has made out a case of defamation by the First Defendant by stating at the AGM and in the minutes of the AGM the statements regarding the signing of the contracts, the statements relating to the damaged table top and the statements relating to his unilateral decision making and private meetings and not being accountable to the MC.

Damages

175 In *Lim Eng Hock Peter v Lin Jian Wei & anor & another appeal* [2014] 4 SLR 357, the Court of Appeal held at [7] that in determining the appropriate quantum of general damages to be awarded in any given case, circumstances that are relevant and should be taken into account include:

(a) the nature and gravity of the defamation;

(b) the conduct, position and standing of the plaintiff and the defendant;

(c) the mode and extent of publication;

(d) the natural indignation of the court at the injury caused to the plaintiff;

(e) the conduct of the defendant from the time the defamatory statement is published to the very moment of the verdict;

(f) the failure to apologise and retract the defamatory statement; and

(g) the presence of malice.

176 At [41], the Court of Appeal considered the following to be aggravating circumstances:

(a) the reckless justification defence that was bound to fail;

(b) the humiliating and embarrassing "put" questions during cross-examination as a result of the adoption of the defence of justification;

(c) the unsubstantiated allegation of bad reputation that was made during mitigation; and

(d) the presence of malice on the part of the defendant.

The Claimant's submissions

177 The Claimant submitted that the Defendants should each pay damages in the sum of $10,000 for the 1st Set of Defamatory Words and $5,000 for the 2nd Set of Defamatory Words. In addition, the First Defendant should pay $20,000 in damages in respect of the 3rd Set of Defamatory Words. This is because the defamatory statements pertain to the Claimant's personal integrity and competence in his role as chairman of the MC and go into such detail that an uninformed reader would perceive the statements to have a veneer of credibility. The Claimant argued that there was wide publication as the 1st Set of Defamatory Words were published on all 19 notice boards in HC and the 3rd Set of Defamatory Words were published to 266 SPs[175] during the e-AGM and through the minutes of the 2021 AGM. While publication of the 2nd Set of Defamatory Words was limited to the authorities, this was serious as the authorities were asked to investigate potential offences against the Claimant which carried potential imprisonment terms. The Claimant argued that compared to the facts in *Koh Chong Chiah v The Management Corporation – Strata Title Plan No. 4111* [2025] SGDC 146 ("*Koh Chong Chiah*") where the Court had awarded general damages of $30,000 for one set of statements, there should be an uplift in general damages given that the Defendants here made three set of defamatory statements. In addition, the facts in the present case were more serious than those in *Ho Kee Sin v Vincent Teo* [2024] SGNC 83 where general damages of $20,000 were awarded.

[175] 3ABD 311, NE, 29 August 2025, 31/9-21

178 The Claimant also argued that aggravated damages of $10,000 should be awarded against each of the Defendants as they persisted in unmeritorious defences of justification and were not prepared to apologise[176]. In addition, the First Defendant had instructed that the Claimant be cross-examined on the electricity tapping incident to scandalise him despite the issue not being part of the pleadings[177] and an issue that the MC itself considered private and confidential[178].

The First Defendant's submissions

179 The First Defendant argued that damages for the 1st Set of Defamatory Words should not exceed $3,000 as publication was extremely limited. The minutes were on the notice boards for only 12 hours, between 10 p.m. on 6 February and 10 a.m. on 7 February, during which not many residents would have read it. Any damage to the Claimant's reputation was mitigated by the version of the minutes which include the Addendum prepared by the Claimant. The damages for the 2nd Set of Defamatory Words should not exceed $2,000 as the Email was published to an even smaller audience, being addressed to Mr Lim Chong Yong of BCA and copied to 4 other members of the MC which were already aware of the incident. In addition, the nature and gravity of the defamation was at a Chase Level Three meaning. The damages for the 3rd Set of Defamatory Words should not exceed $1,500 because there was partial justification on the irregularities which in fact refer to the power-tapping incident. The First Defendant argued that the power-tapping incident diminishes

[176] NE, 29 August 2025, 35/22-31 (for the First Defendant) and 147/30 – 148/5 (for the Second Defendant)

[177] NE, 29 August 2025, 30/7-14

[178] NE, 29 August 2025, 28/29-30, 29/9-11

the Claimant's reputation in the eyes of right-thinking people aggravated by the fact that it occurred while he was chairman of the MC.

The Second Defendant's submissions

180 The Second Defendant submitted that damages should be nominal as the defamatory statements refer only to the Claimant's actions in his capacity as chairman of HV's MC and do not attack the Claimant's professional attributes. In addition, the extent of the publication of the 1st Set of Defamatory Words was extremely limited. The meeting was only attended by the council members and employees of the managing agent and the minutes were on the notice boards for a very short duration of 12 hours. The Claimant alleged at trial that he has been mocked and shunned by his fellow residents but this allegation was absent from his AEIC and the Claimant did not adduce any independent evidence of the same[179]. The final version of the minutes which do not contain any defamatory statements as well as the Claimant's addendum were also put up[180] to correct the minutes. This suggests that the Claimant could not have suffered any sustained losses. In the circumstances, the Second Defendant argued that the maximum global sum awarded to the Claimant should not exceed $15,000.

Relevant precedents

181 In *Ma Kar Sui Anthony & ors v Yap Sing Lee & anor appeal* [2018] SGHC 30, the respondent had published seven open letters alleging abuses of power by the appellants who were members of the 19th management council, that the appellants were aggressive and motivated by personal vendetta, misled or lied to the other subsidiary proprietors and acted illegally, fraudulently and/or

[179] NE, 27 August 2025, 46/15 – 47/31

[180] 4BA227-236

dishonestly in trying to cover up their mistake and wrongdoing. The court found that the defamatory statement attacked the appellants' character and professionalism, were disseminated to all residents of the development over an extended period and had used vitriolic language suggestive of malice with the dominant motive of injuring the appellants. Damages of between $20,000 to $25,000 were awarded for each of the appellants. Aggravated damages of $10,000 were ordered as the respondent had repeatedly published the offending letter, malice was present, the respondent had refused to apologise and persisted in pursuing the defence of justification for a significant portion of the proceedings.

182 In *Koh Chong Chiah v The Management Corporation – Strata Title Plan* No. 4111 [2025] SGDC 146, the defendant had sent a letter to the subsidiary proprietors of the MCST alleging that the claimant had gone around referring to himself as a PBM and had bullied, threatened and caused trouble to the MCST and SPs, harassed the council members by making complaints to various government agencies alleging fraudulent conduct or wrongdoing without any factual basis, vandalised the public property of the MCST to give the impression that the council or managing agent were not doing their job and had acted against the interest of the MCST. The District Court awarded general damages in the sum of $30,000 to the claimant.

My decision

183 In the present case, the defamatory statements were targeted at the conduct of the Claimant as chairman of the MC. As allegations of a breach of section 60(1) of the BMSMA also amount to a criminal offence, the nature and gravity of the defamation were similar to those in *Koh Chong Chiah* in so far as allegations of criminal conduct were also involved. However, unlike *Koh Chong*

Chiah where the Claimant holds a PBM and where the defamatory statements involve the opportunistic use of his PBM title, the defamatory statements in the present case carry a less severe sting.

184 The minutes in respect of the 1st Set of Defamatory Words were published by the Defendants as office-bearers of the MC and the First Defendant had published the 2nd Set of Defamatory Words and the 3rd Set of Defamatory Words in his capacity as chairman of the MC which lend credence to the statements. However, other than being office-bearers in the MC, neither the Claimant nor the Defendants fall within the category of public figures, professionals or business persons of high standing.

185 As for the mode and extent of publication, I note that the statements made at the meeting on 22 January 2020 were limited to members of the MC and the MA team. Even if the minutes were put up on all notice boards, they had remained there for only 12 hours before they were taken down. The readership of the minutes would therefore be limited. The harm to the Claimant's reputation would also be mitigated by the 10 February 2020 version of the minutes which had included further responses from the Claimant as well as a subsequent version of the minutes which do not contain the defamatory statements and which was circulated to all SPs on 20 March 2020, together with the Claimant's addendum.

186 The 2nd Set of Defamatory Words were only published to Mr Lim Chong Yong of BCA, besides being copied to four other council members who would already be well aware of the issue. However, the 3rd Set of Defamatory Words, for which the First Defendant alone is liable, were published to at least 266 SPs and 86 unique individuals at the meeting, given that some SPs were represented by proxies.

187 As regards the injury caused to the Claimant, I did not take into account the submission that the Claimant was also affected in his church, given that there was no evidence adduced in this regard. For completeness, I did not think the fact that the Claimant had delayed suing for some four years was a relevant factor to be taken into account in assessing the damages to be awarded.

188 Despite the presence of malice and the failure to apologise, the imputation of the defamatory statements in the 1st Set of Defamatory Words was moderately severe and the publication was limited. There was a restricted audience at the 6th MC meeting and the minutes were only published on the notice boards for only a short time. Taking this into account, I order the Second Defendant to pay general damages to the Claimant in the sum of $8,000 in respect of the 1st Set of Defamatory Words.

189 As for the First Defendant, I order him to pay general damages to the Claimant in the sum of $22,000 in respect of the three sets of defamatory statements, given that he continued with publishing the 2nd Set of Defamatory Words as well as the 3rd Set of Defamatory Words, being reckless as to the truth of the statements. The 3rd Set of Defamatory Words had a wider audience reach, given that they were made at an AGM and were captured in the minutes.

190 As regards the power-tapping incident, the First Defendant relied on this as justification that the Claimant was involved in certain irregularities, even though it was not pleaded as a defamatory statement. In addition, the First Defendant is also relying on this to suggest that the Claimant did not have good standing in the first place. While the power-tapping incident was also referred to at the AGM and recorded in the AGM minutes following reference to the Claimant contacting the vendors directly, it was strictly speaking not necessary to refer to the incident in order to meet the Claimant's pleaded case which was

centred on the irregularities relating to section 47 of the BMSMA and negotiating with companies directly without the knowledge of the Council. However, I accept that the questions were asked of the Claimant in the context of trying to establish the defence of justification and were not intended to humiliate or embarrass the Claimant.

191 As for whether the power-tapping incident was indicative of the Claimant's standing, I do not find the First Defendant's arguments to be persuasive in this regard. First of all, while copies of the power theft report appeared to have been circulated without approval of the council prior to the AGM[181], it was unclear which report had been circulated, whether the report circulated had referred to the Claimant and to which SPs the report had been circulated. Secondly, the First Defendant did not refer to the Claimant as implicated in the incident, although such an inference can be made, given that the incident was mentioned between the two other incidents referring to the Claimant. However, as details of the power-tapping incident were shared at the same time as the 3rd Set of Defamatory Words, it cannot be said the Claimant already had a bad standing among the SPs due to this incident prior to the 3rd Set of Defamatory Words. For relatively well-informed SPs who had read the 6 February 2020 version of the minutes as well as the subsequent versions of the minutes, including the Claimant's addendum which was sent to them by email, I am unable to say that the SPs would have had such a bad impression of the Claimant that damages for him would be significantly reduced or that he would not have much of a reputation to maintain or uphold.

[181] 3ABD 163

Whether aggravated damages should be awarded

192 The Defendants were not prepared to apologise. The First Defendant refused to apologise unless ordered to do so. Similarly, the Second Defendant refused to apologise. They also persisted in their defence of justification and malice was established.

193 In the circumstances, I order the Second Defendant to pay the Claimant aggravated damages in the sum of $2,000 in respect of the 1st Set of Defamatory Words. I also order the First Defendant to pay the Claimant aggravated damages in the sum of $5,000 in respect of the three sets of defamatory words.

Conclusion

194 In conclusion, I order the Second Defendant to pay general damages in the sum of $8,000 and aggravated damages in the sum of $2,000 to the Claimant in respect of the 1st Set of Defamatory Words.

195 As for the First Defendant, I order him to pay general damages in the sum of $22,000 and aggravated damages in the sum of $5,000 in respect of the three sets of defamatory statements to the Claimant.

196 The parties are to file and exchange written submissions on the issue of costs (limited to 10 pages) within 14 days of this judgment.

Sia Aik Kor
District Judge

Victor Leong (Audent Chambers LLC) (instructed), Wong Thai Yong (Wong Thai Yong LLC) for the Claimant;
Yeo Siew Chye Troy (CK Tan Law Corporation) for the First Defendant;
Toh Kok Seng and Drashy Umang Trivedi (Lee & Lee LLP) for the Second Defendant.
