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

[2025] SGHC 169

District Court Appeal No 10 of 2025

Between

Terrence Fernandez

… *Appellant*

And

Tan Aik Hong Thomas

... *Respondent*

JUDGMENT

[Civil Procedure — Jurisdiction — State courts]

Terrence Fernandez
v
Tan Aik Hong Thomas

[2025] SGHC 169

General Division of the High Court — District Court Appeal No 10 of 2025
Choo Han Teck J
13 August 2025

22 August 2025 Judgment reserved.

Choo Han Teck J:

1 The Claimant, Mr Terence Fernandez, was the president of the Serangoon Garden Country Club as at 8 September 2019 when an Extraordinary General Meeting of the club ("the EGM") was convened. He is no longer the president, but is suing another former president of the same club (the "Defendant") in an action in defamation. The alleged defamatory statements were uttered at the EGM, and are set out in the Statement of Claim as follows:

(a) "So you know who you are dealing with. Okay, you know what we are dealing with okay";

(b) "so now the terr (inaudible) read the Constitution that he can cancel, so he cancel";

(c) "You know yah because we cannot 'suka suka' do things. Not like him";

(d) "But remember this, He troubled you. Because he wasn't willing to carry on the meeting and let the members decide"; and

(e) "Yah as I said, I call him a coward, and I think he is a coward lah, let the member decide".

2 The EGM was convened to have a vote of no confidence against the Claimant as president. However, the Claimant claimed that the EGM did not have the requisite quorum of 75% members in attendance and he therefore called for the EGM to be cancelled. After the Claimant left the meeting, the Defendant addressed the members present and uttered the alleged defamatory words leading to this action by the Claimant.

3 The action was filed on 12 December 2022. The trial commenced before the learned District Judge (the "DJ") on 10 June 2024 and concluded on 14 June 2024. Counsel for the parties filed their closing submissions on 2 August 2024, and their submissions in reply on 23 August 2024. It was only in the closing submissions of counsel for the Claimant that the Claimant asked for Special Damages. No amount was stated. The learned DJ asked counsel for the Claimant on 20 September 2024 to state the amount of the Special Damages and counsel replied by letter of the same date stating that the Special Damages amounted to $375,262.00.

4 Seeing that this exceeded $250,000 being the jurisdictional limit of a District Court, the learned DJ called for "a Judge Pre-Trial Conference on 27 September 2024 regarding the jurisdictional problem, but it should not be described as a "Pre-Trial Conference" when the trial had already ended. It should just have been described as a summons by the court to clarify the parties' positions and counsel's submissions. At the hearing before the learned DJ on 27 September, the Claimant sought to abandon the excess amount, that is to say,

to limit his claim to $250,000. Counsel for the Defendant asked that the claim be dismissed instead, on the ground that the court had no jurisdiction.

5 The learned DJ reserved judgment, and on 7 January 2025, handed down his judgment. He was of the opinion that when the Claimant abandoned the excess claim on 27 September 2024, the court was only empowered to hear the case as of that date, and, therefore, when the trial commenced on 10 June 2024 it had no jurisdiction to hear the case. Consequently, the learned DJ held that "the District Court did not have the requisite jurisdiction to hear and try the action". The learned DJ held, further, that "even if it did, the Defendant would have succeeded in the defence of justification. As such the Claimant is not entitled to any of the remedies sought."

6 The Claimant thus appealed against that judgment before me on 13 August 2025. Counsel for the Claimant submitted that the Claimant was entitled to abandon his claim, and that since the trial had proceeded, it must be implied that he had indeed abandoned his claim for the excess amount. Counsel for the Defendant urged me to dismiss the appeal on the ground that there are no merits to the proposition that the court had jurisdiction. Counsel also submitted on the learned trial judge's finding that the Defendant's alleged statements were justified. I shall return to this issue shortly.

7 It is incontrovertible that the District Court may only hear cases in which the claim does not exceed $250,000. There is an exception to this if the parties agree to subject themselves to the jurisdiction of the court notwithstanding that the claim exceeded $250,000. This exception does not apply as the parties had not agreed to it. There is a second exception, and that is found in s 22 of the State Courts Act 1970. S 22 of the State Courts Act 1970 provides as follows:

> Abandonment of part of claim to give District Court jurisdiction
>
> 22.—(1) Where —
>
> (a) the amount claimed in an action exceeds the District Court limit, or any remedy or relief sought in an action is in respect of a subject matter the value of which exceeds the District Court limit; and
>
> (b) a District Court would have jurisdiction under section 19(2) to hear and try the action if the amount or value (as the case may be) did not exceed the District Court limit,
>
> the claimant may abandon the excess amount or that remedy or relief, as the case may be, and thereupon a District Court has jurisdiction under section 19(2) to hear and try the action, except that the claimant cannot in that action —
>
> (c) recover an amount exceeding the District Court limit; and
>
> (d) obtain any remedy or relief in respect of the subject matter the value of which exceeds the District Court limit.
>
> (2) Where a District Court has jurisdiction to hear and try an action by virtue of this section, the judgment of the court in the action is a full discharge of all demands in respect of the cause of action.

This is the provision in which counsel for the Claimant says the excess amount had been impliedly abandoned when the trial commenced.

8 I pointed out to counsel that the Statement of Claim merely claimed for "General Damages to be assessed" and "Aggravated Damages to be assessed". The Claimant also prayed for an order for an injunction. That is not relevant in this appeal. Crucially, there was no claim for Special Damages in the Statement of Claim. Special Damages differ from General Damages in that they (the Special Damages) have not only to be specifically claimed not only with respect to each individual item but also the specific amount. For example, a claimant may say that he paid $20 in taxi fare to get to the EGM and back. This must be itemised in the Special Damages and proved at the trial.

9 So far as General Damages are concerned, the Claimant's pleading in the Statement of Claim is permissible had the suit been filed in the High Court. Where, as in this case, the action was commenced in the District Court, and the damages is indeterminate, the Statement of Claim should state that the Claimant limits his claim to $250,000. In this case, the Claimant only made it known that he was claiming $150,000 in General Damages and $50,000 in Aggravated Damages when his counsel filed her closing submissions.

10 There was no plea for Special Damages. In such a situation, the Defendant or the court should have asked the Claimant if he was limiting his claim to $250,000. Where, as in this case, that was not done at the start of the trial, the Claimant must be deemed to have limited his claim to $250,000. However, he made a late claim for Special Damages of $375,262.00, taking his claim well beyond the court's jurisdiction. Given the fact that the Claimant made no claim for this in his Statement of Claim, the learned District judge ought to have dismissed the claim for Special Damages outright. There would therefore have been no need to rule that he had no jurisdiction to hear the case, especially when he had already heard it. All Claimants must always remember the claimant's axiom: "Not pleaded, not proved, no relief".

11 Before me, counsel for the Claimant submitted that the Special Damages though not pleaded, "the figures were in [the Claimant's affidavit of evidence-in-chief]" and that "The judge was supposed to read the AEIC". There is nothing to suggest that the learned DJ did not read the Claimant's AEIC, but if evidence is stated in the affidavit but not claimed, the judge can ignore the evidence because it is irrelevant evidence since it has no relation to the claim. In any event, I read the Claimant's AEIC and I do not see any claim for Special damages or any "figure" relating to it. All I see are claims such as, "I have suffered a potential loss of approximately $83,922". That was supposed to be a

loss of some rejection by "potential clients" who rejected the Claimant for having been called a coward. He stated that he suffered four such "potential losses".

12 There seemed to be no evidence from those potential clients regarding the potential losses. The four items of potential losses added up to $375,262.00. I assume that this was what counsel meant when she said that the "figures were in the AEIC". With respect, as I mentioned, Special Damages must be clear, specific, and proved. Potential losses from potential clients might be evidence towards the quantification of General Damages, but they are not Special Damages.

13 Therefore, for the reasons above, the claim is limited to the General Damages and Aggravated Damages pleaded in the Statement of Claim, which, because they were unquantified, are impliedly limited to $250,000. The claim is thus within the jurisdiction of the State Courts.

14 A further problem before me is that having decided that the Claimant's claim exceeded the court's jurisdiction when the trial began, the learned DJ then dismissed the claim on that ground after having heard the trial to the end. And, having dismissed it for lack of jurisdiction from the start of trial, he proceeded to find that the alleged words were defamatory, but that the defence of justification succeeded.

15 This is problematic because having found that he had no jurisdiction, the learned DJ's comments on the merits are simply irrelevant observations made by the way. Thus, counsel conducted the appeal before me as if the crucial issue was the issue of jurisdiction. Hence, like the learned trial judge, superficial references were made only as to whether the statements were justifiably made.

There were no detailed arguments below nor before me as to the defences of justification, fair comment, and qualified privilege.

16 Normally, when a court rules on the question of jurisdiction, it would go on to deal with the merits. But in those cases, the question of jurisdiction are raised from the outset, and the court decides nonetheless to proceed and deal with both the jurisdiction issue and the merits at the same time, thereafter, delivering one compendium judgment. In this case, it appears that having confronted with the jurisdiction issue only after closing submissions had been made, the merits, already not clearly understood by all parties at trial, were not given the attention they deserved. Consequently, with inadequate submissions from the parties, it is impossible to deal with the merits on appeal. The only issue I could deal with was that of jurisdiction.

17 I allow the appeal on jurisdiction. However, I will remit the case to the trial judge to deal with the merits, that is:

(a) which, if any, of the five statements were defamatory,

(b) which defence or defences are being relied upon, and

(c) which, if any, of the defences succeeded.

18 An undetermined issue which may be useful for the parties and the court below to consider is the difference between an insult and slander. Both counsel and court did not address the point as to whether the statement calling the Appellant a "coward" was an insult. If it were an insult, the statement may not be a defamatory statement in law because an "insult" on its own is not actionable. Thus, to insult a person by calling him a "weakling" or some choice

expletive may just be an insult. It may succeed only if it is proved that the use of those words had lowered the reputation of the claimant.

19 The Claimant is the managing partner of a company called "The Good Negotiation Company', and he is an Accredited Mediator with the Singapore Mediation Centre. He may yet realise that this is a suitable case to negotiate and mediate an amicable end to this dispute between him and the defendant, rather than to continue with what will likely be a long, expensive, and difficult process before one knocks the other out.

20 Each party is to bear its own costs.

Choo Han Teck
Judge of the High Court

Luo Ling Ling and Joshua Ho Jin Le (Luo Ling Ling LLC) for the appellant;
Wang Liansheng and Ng Rui Wen (Bih Li & Lee LLP) for the respondent