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DISTRICT JUDGE
EVANS NG
2 JULY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 215

District Court Originating Claim No 876 of 2025

Between

Wendy Danubrata

… *Claimant*

And

(1) J+F Private Limited
(2) Diana Goh Geok Lee

… *Defendants*

JUDGMENT

[Tort] — [Misrepresentation] — [Fraud and deceit]
[Tort] — [Misrepresentation] — [Negligent misrepresentation]
[Contract] — [Misrepresentation Act]

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Wendy Danubrata
v
J+F Private Limited and another

[2026] SGDC 215

District Court Originating Claim No 876 of 2025
District Judge Evans Ng
31 March, 15 May 2026

2 July 2026 Judgment reserved.

District Judge Evans Ng:

1 Mr Fong Wai Hong is known to his associates as Jason Fong. He incorporated the first defendant ("JFPL") in 2019 and was its sole shareholder and director. He made the second defendant, his then-wife, its secretary.

2 In October 2021, Jason Fong exercised an option on behalf of JFPL to purchase 61 Telok Blangah Heights #01-93, Singapore 100061 ("Property").[1] In 2022, he offered Mr Wendy Danubrata ("Claimant") an opportunity to invest in the Property. The Claimant took up the offer by entering an agreement dated 5 May 2022 ("Agreement") and handing over a $100,000 cashier's order.

3 The Agreement required Jason Fong to purchase the Property in JFPL's name and rent it out for profit. It promised the Claimant annual dividends of

[1] SDB 173-177.

$15,000 starting from 4 May 2023 and a return of his capital together with the fourth dividend on 4 May 2026. But after the second dividend was paid in May 2024, Jason Fong became divorced from the second defendant that November and absconded. Defaults duly ensued.

4 Despite clear express terms providing that Jason Fong and the Claimant were the only parties to the Agreement,[2] the Claimant sued JFPL for breach of contract.[3] Drinking from the same well, the second defendant's lawyers concur with this interpretation.[4] The Claimant obtained a default judgment against JFPL on 29 May 2025 for $130,000 plus interest and costs, which remains wholly unsatisfied.[5] His lawyer says that he would not be enforcing the judgment because he believes the prospects of extracting value from JFPL are grim.[6] The Claimant has kept Jason Fong harmless presumably because he is untraceable or has been made bankrupt.[7]

5 The second defendant, Ms Diana Goh Geok Lee, is left holding the bag, and shall be referred to as the Defendant hereinafter. The Claimant alleges that she is liable for fraudulent, negligent or innocent misrepresentation. They were the only witnesses at trial.

6 The Claimant is an associate director at Savills Singapore, which is a firm that provides services in buying and selling international property. He is

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[2] SDB 253 and 256.

[3] Statement of Claim, paragraphs 5, 12 and 17.

[4] Agreed Statement of Facts, paragraph 3; Notes of Evidence ("NE"), 31 March 2026, 8/5-9/14.

[5] DC/JUD 875/2025.

[6] NE, 31 March 2026, 5/6-12; Claimant's Closing Submissions, paragraph 69.

[7] NE, 31 March 2026, 5/1-4.

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highly and widely educated. He describes himself as a property agent[8] who has "brokered a lot of properties, overseas properties" at work.[9] The Claimant was previously a senior research analyst in Indonesia in the property sector, with more than a decade's professional experience in property investment.[10] In his personal capacity, he has bought and sold a condominium unit and an industrial property in Singapore.[11] He owns residential properties in London and Malaysia as investments which he says "didn't do well".[12] All said, he possesses varieties of experience in property investment.

7 The Claimant had a friend in common with Jason Fong and the Defendant. All four were members of an investment network. The evidence shows that, sometime in March 2022, their mutual friend fixed a dinner for Jason Fong and the Defendant to be introduced to the Claimant. The dinner was held on 4 April 2022 at Thomson Plaza.[13] It appears that Jason Fong offered the opportunity to invest in the Property (see [2] above) to the Claimant at this dinner.

8 What else that must have had happened in the period between the Claimant's first meeting with Jason Fong and the signing of the Agreement on 5 May 2022 is salient, but the Claimant's affidavit of evidence-in-chief ("AEIC") stays silent on it. He claims to have forgotten what he discussed with Jason Fong. He says, "I cannot recall as the WhatsApp messages has been

[8] NE, 31 March 2026, 15/17.

[9] NE, 31 March 2026, 16/12.

[10] NE, 31 March 2026, 17/1-7.

[11] NE, 31 March 2026, 17/23-27.

[12] NE, 31 March 2026, 17/14-22.

[13] SDB 309 and 310.

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deleted. […] The part about Jason's conversation with me was deleted."[14] We are not told how he came to schedule the next meeting with Jason Fong.

9 The Claimant skips ahead to the alleged misrepresentations. According to the Claimant's statement of claim, the Defendant made the following representations to him about the property investment:

(a) the "investment was safe and that the returns were secure and guaranteed" ("Risk-free Representation"),

(b) the investment was "backed by a property at Telok Blangah" ("Property-backing Representation"),

(c) the Claimant would "definitely receive $15,000 every year" ("Dividends Representation"), and

(d) the Claimant should attend a financial literacy and self-help course conducted by an entity called "Money & You Singapore" as a prerequisite to being regarded as a trustworthy investor ("Course-attendance Representation"),

(collectively, the "Representations").

10 While the Claimant is certain that the Representations were made by the Defendant orally[15] during their first in-person meeting, he keeps changing his position about the date of this meeting:

(a) In his statement of claim, the meeting was said to have taken place "[o]n or about 5 May 2022" during lunch at the residence

[14] NE, 31 March 2026, 38/24-28.

[15] NE, 31 March 2026, 52/14-20.

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of Jason Fong and the Defendant. This was maintained in the agreed statement of facts filed on 29 July 2025.

(b) In the Claimant's AEIC, he averred that he met the Defendant during the dinner at Thomson Plaza on 4 April 2022.[16]

(c) During his oral evidence-in-chief, he clarified that the Defendant was not present at the dinner on 4 April 2022, and that he first met the Defendant "around 5 May 2022".[17]

(d) But during cross-examination he testified that "[t]he sequence is: I met [the Defendant], I make the cashier order, I join Money & You".[18] Then he said he did not meet the Defendant on 5 May 2022 when he signed the Agreement.[19] Still later, he claimed to recall the date of his first meeting with the Defendant "very clearly" as "[a]bout a week" before the Agreement was signed,[20] which places the date as 28 April 2022.

11 The Claimant's lawyer's approach to unknotting these twists is to blithely state in his closing submissions that it is "agreed or undisputed" that "[the Defendant] was present when [the Claimant] visited [Jason Fong and the Defendant's] home on or around 5 May 2022. [The Defendant] herself confirmed in cross-examination that she met [the Claimant] face-to-face for the first time on 5 May 2022".[21] I am persuaded by this submission.

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[16] Claimant's AEIC, paragraph 9.

[17] NE, 31 March 2026, 11/7-20.

[18] NE, 31 March 2026, 37/15-16.

[19] NE, 31 March 2026, 55/18-26.

[20] NE, 31 March 2026, 62/3-6.

[21] Claimant's Closing Submissions, paragraph 12(a).

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12 That is, I find that the Claimant met the Defendant in-person for the first time on 5 May 2022. The Defendant testified that the first time she communicated with the Claimant was at a face-to-face meeting on that day, and that she had not previously texted him or spoken to him over the phone.[22] What she says comports with the objective evidence—in all the logs of text messages exhibited in the Claimant's AEIC, the earliest text message that was exchanged between the Claimant and the Defendant was dated 5 May 2022, time-stamped 11.43pm.[23] It is implausible that the Claimant had met the Defendant on a previous occasion, and allegedly received the Representations about the property investment from her, yet not send a single text message to her until 5 May 2022.

13 The Claimant did explain, maybe without realising, why a false memory of a meeting with the Defendant around a week before the Agreement was signed had wormed itself into his mind. The Claimant said during cross-examination, "I *have to meet* [the Defendant] before I make the cashier order",[24] "[a]fter that meeting [with the Defendant], I straight away do my cashier order" [emphasis added].[25] This reveals that he appreciates that he must prove that he was induced by the Defendant's Representations into signing the Agreement, in order to satisfy one of the elements of misrepresentation; if the Representations were made after the fact, they cannot be operative. At the same time, he is conscious of the written instruction that he issued to his bank to draw the $100,000 cashier's order in favour of JFPL.[26] His application form was

[22] NE, 31 March 2026, 109/11-22.

[23] SDB 311.

[24] NE, 31 March 2026, 62/24.

[25] NE, 31 March 2026, 62/17.

[26] SDB 259.

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submitted to the bank on 4 May 2022, a day before he signed the Agreement. The Claimant knows that his act of procuring the cashier's order shows that, by that point, he had considered the investment opportunity broached by Jason Fong at the dinner on 4 April 2022 and had already made the decision to invest that specific amount in the Property. It becomes crucial for him to convince the Court that he had heard the Representations from the Defendant before he procured his cashier's order. He has not succeeded in this regard.

14 I find that the Representations, *assuming* that the Defendant had made them, could only have been made on 5 May 2022, and did not play a material part in the Claimant's decision to sign the Agreement.

15 Further, the Risk-free Representation and Dividends Representation were statements about the future. Given the Claimant's professional background and the unprofitable property investments that he had suffered in his personal capacity (see [6] above), I find that he was unlikely to be influenced by them. These predictive statements were also contradicted by the express terms of the Agreement, *ie* the "true position appears clearly from the terms of the very contract which the plaintiff says it was induced to enter into by misrepresentation": *Broadley Construction Pte Ltd v Alacran Design Pte Ltd* [2018] 2 SLR 110 at [36] and [38]. Clause 2.1 of the Agreement provides: "[Jason Fong] shall purchase the [Property] under [JFPL] and shall seek to *profit from the rental* of the [Property] for the benefit of [JFPL] and [the Claimant]" [italics added]. And clause 4.3 states: "[The Claimant] accepts that the nature of this investment is *subject to risk* and that the value of the [Property] may rise or fall in line with market conditions and undertakes to hold [Jason Fong] and [JFPL] harmless against any *depreciation in the price and value of the [Property]* or *loss of rental income*" [italics added]. The inducing effect of those

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two Representations, if any, was dispelled by these words in the pithy Agreement. He has not alleged that he signed the Agreement without reading it.

16 As regards the Property-backing Representation, it was not a false statement of fact as of 5 May 2022. After JFPL exercised the option to purchase the Property (see [2] above), the Property was indeed transferred to JFPL in August 2022.[27] The Property-Backing Representation was falsified afterwards when the Property was transferred to third parties in September 2023.[28] But the material time to assess the falsity of a statement of fact for a misrepresentation claim is at the point when the representation was allegedly made. There is no evidence to show that, as of 5 May 2022, the Defendant knew or had reasonable grounds to believe that the sole shareholder and director of JFPL would cause JFPL to dispose the Property a year later, without the Defendant's involvement. Her unchallenged evidence is that she did not even know about the disposal when it took place.[29]

17 As regards the Course-attendance Representation, it was not a statement of fact. It cannot be proven true or false. It is not actionable. It is an irrelevant point since the Claimant himself gave objective evidence that he signed up and paid for the course only after he had signed the Agreement.[30]

18 Therefore, whether the Defendant made the Representations to the Claimant before he entered the Agreement is really a moot issue. The claim for fraudulent misrepresentation fails in either event. The above findings put paid

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[27] SDB 187-190.

[28] Claimant's AEIC, paragraph 17; SDB 297-302.

[29] NE, 31 March 2026, 83/13-16.

[30] SDB 303.

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to the other two species of misrepresentation too. But they fail for additional reasons.

19 For the claim in negligent misrepresentation, I find that there is no sufficient legal proximity between the Claimant and the Defendant to give rise to a duty of care that is owed by the latter to the former. The Claimant seeks to draw a parallel with *Sim Tee Meng v Haw Wan Sin David and another* [2020] 1 SLR 82. But the Defendant is quite unlike the culpable "key executive officer" ("KEO") in that case. The KEO's words carried weight because of the knowledge he could reasonably be assumed to have by virtue of his executive position. The KEO had voluntarily assumed the responsibilities that his roles (as a KEO and salesperson) carried and had held himself out as possessing the qualifications, knowledge and skills necessary to discharge those roles. When approached by the representees, the KEO chose to tell them that the company had done all the due diligence checks about the relevant project, and thereby voluntarily assumed responsibility towards the representees. Here, the Defendant was the secretary of JFPL. Although a secretary can be regarded as the "chief administrative officer" of the company (*Panorama Developments (Guildford) Ltd. v Fidelis Furnishing Fabrics Ltd.* [1971] 2 QB 711 at 717G), her role is nevertheless confined to administrative duties. The Companies Act 1967 does not support an argument that a secretary is typically involved in an executive role in the company. There is no evidence that the Defendant took part in the management of JFPL at the material time, or held herself out as doing so. There is also no evidence that she was able to exercise any control or oversight over JFPL's functions and decisions.

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20 The final claim is based on s 2(1) of the Misrepresentation Act 1967,[31] which is commonly called innocent misrepresentation. Regardless of whether the Claimant entered the Agreement with Jason Fong or JFPL, it is indisputable that the Defendant was not "another party thereto", which is a requirement of the statute: *Taberna Europe CDO II plc v Selskabet AF1 (formerly Roskilde Bank A/S)* [2017] QB 633 at [48]. Thus, the Defendant cannot be liable on this ground.

21 In sum, I dismiss the Claimant's claims against the Defendant in their entirety. Unless the parties can agree on costs, they are to file costs submissions with a schedule of their disbursements within 14 days of this judgment.

Evans Ng
District Judge

Yeo Wei Yang Wilson (Yeo Marini Law Corporation) for the claimant;
The first defendant absent and unrepresented;
Chidambaram Selvaraj and Ow Kim Chuan Jonathan (Apex Law LLC) for the second defendant.

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[31] Claimant's Closing Submissions, paragraphs 9, 14 and 15.

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