Please delete where applicable –

1. This Judgment DOES NOT need redaction.
2. Redaction HAS NOT been done.

DISTRICT JUDGE
EVANS NG
25 AUGUST 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 272

District Court Originating Claim No 1164 of 2025

Between

Tan Seng Kiat

… *Claimant*

And

Lim Kim Wee Nigel

… *Defendant*

JUDGMENT

[Contract] — [Contractual terms]
[Contract] — [Breach]
[Contract] — [Termination]
[Contract] — [Remedies] — [Damages]
[Contract] — [Variation]

Tan Seng Kiat
v
Lim Kim Wee Nigel

[2026] SGDC 272

District Court Originating Claim No 1164 of 2025
District Judge Evans Ng
19 June and 20 August 2026

25 August 2026 Judgment reserved.

District Judge Evans Ng:

1 While Mr Lim Kim Wee Nigel ("Lim") was working as a financial adviser at a local bank, he came to know Mr Tan Seng Kiat[1] ("Tan") and became Tan's insurance agent. Some years later, Lim solicited Tan to retain him to provide freelance financial trading services.[2] Tan agreed. On the afternoon of 22 January 2025, they signed a handwritten agreement ("Agreement"), under which Lim was to trade in unspecified financial instruments using Tan's money. The full Agreement read as follows:

> Tan Seng Kiat will invest $10,000 SGD with Lim Kim Wee Nigel through IG Planform. LIM Kim Wee Nigel has to provide Tan Seng Kiat with 10% monthly income of $1,000 every month at the end of 22th of every month with capital of $10000. If less than $10000 Lim Kim Wee Nigel will has to top up back to $10000. In exchange, Lim Kim Wee Nigel will be receiving the

[1] Affidavit of Evidence-in-chief ("AEIC") of Tan, paragraph 5.

[2] AEIC of Tan, para 8.

> exceed profits / excess profits from the capital as his profits & reserve to protect the capital.
>
> [All errors are in the original]

2 That evening, Tan created an online trading account ("Trading Account") with a platform called IG. Tan held the Trading Account in his sole name.[3] Outward money transfers from the Trading Account could only be made to Tan's bank account registered with IG. He gave Lim the password to the Trading Account, thereby enabling Lim to make trades. Pursuant to the Agreement, Tan transferred $10,000 to the Trading Account.

3 The Agreement obliged Lim to provide Tan with monthly returns of 10% on $10,000, *ie* $1,000 on the 22nd day of each month, starting from 22 February 2025. If the Trading Account's balance falls below $10,000, Lim "will has to top up back to $10000 [*sic*]" (see [1] above). This meant that Lim was required to restore the Trading Account's balance to $10,000 ("Restoration Obligation"). The Agreement did not state the dates on which, or intervals at which, the Trading Account's balance was to be measured against $10,000 to trigger the Restoration Obligation. The Agreement also did not contain provisions to regulate the termination or variation of the contractual relationship.

4 Lim started to trade with the $10,000. He seemed to find his range at once. Two days later, on 24 January 2025 at 2.40pm, he reported gains of $3,492.86 to Tan by sending him a screenshot of the Trading Account's dashboard.[4] Lim instructed that those gains be withdrawn from the Trading Account and transferred to Tan's bank account by the following Monday, 27

---

[3] Notes of Evidence ("NE"), 19 June 2026, 42/15-17 and 46/20-21.

[4] AEIC of Tan, para 18; Bundle of AEICs ("BAEIC"), pg 74.

January 2025. Lim informed Tan that the sum was to be split between them — $1,000 to Tan and $2,492.86 to Lim. Tan was therefore due to receive $1,000 substantially earlier than the payment date stipulated in the Agreement.

5 The parties communicated mainly by WhatsApp. According to their WhatsApp logs, after receiving the good news, Tan called Lim at 3.30pm, 4.22pm and 4.42pm on 24 January 2025.[5] Tan's affidavit of evidence-in-chief ("AEIC") did not mention what was discussed during the three calls. When asked about the contents of those calls at trial, Tan replied, "we are doing---doing some transactions, then with---need this [Lim] to do the confirmation with the IG account of this, if they have received the supporting documents. Something like that."[6] Shortly after the calls, Tan made several transfers totalling $49,000 to the Trading Account.

6 In all, after the initial $10,000 was transferred to the Trading Account on 22 January 2025, Tan made four tranches of transfers totalling $100,000 for Lim to trade with: the aforesaid $49,000 on 24 January 2025, $20,000 on 7 February 2025, $15,000 on 12 February 2025, and $16,000 on 13 February 2025.

7 Where Tan's money went, wishfulness followed. Tan asked Lim to increase the rate of monthly returns first from 10% to 12% (in a text message to Lim at 5.45pm on 24 January), then to 15% (in another text message at 7.22pm on 24 January), and finally to 20% (in yet another text message at 2.52pm on 6 February).[7] On 6 February 2025 at 5.01pm, the parties agreed that Tan was to

---

[5] Bundle of Documents ("BOD"), pg 89; BAEIC, pg 31.

[6] NE, 19 June 2026, 55/13-19.

[7] BAEIC, pgs 32-40.

receive an 18% monthly rate of return.[8] It was not clear from their text messages whether this rate of return was supposed to apply to $100,000 or $110,000. Tan's pleaded case is the former (see [10] below]). I refer to Lim's obligation to provide Tan with monthly returns as the "Returns Obligation".

8 On 7 February 2025, they met at a café.[9] On 12 February 2025, they met at Tan's workplace.[10] Tan's AEIC and his evidence under cross-examination did not give a useful account of what was discussed at either meeting.

9 When Tan checked the Trading Account on 14 February 2025,[11] he found that "most of the funds in the [Trading Account] had been depleted".[12] Tan testified that he recalled its balance to be around $5,000 at that point.[13] Against that backdrop, Tan averred that on or around 22 February 2025 he requested Lim to "return" $110,000 to him, *ie* the total sum that Tan had transferred to the Trading Account.[14] Lim did not comply with the request and gradually became unresponsive. Tan instructed solicitors to send a demand letter to Lim on 20 May 2025.[15] He sued Lim on 25 June 2025.

[8] AEIC of Tan, para 32; BAEIC, pg 40.

[9] NE, 19 June 2026, 21/27-25/4.

[10] NE, 19 June 2026, 25/13-14.

[11] BAEIC, pg 60.

[12] AEIC of Tan, para 35.

[13] NE, 19 June 2026, 44/28-46/16 and 47/9-12.

[14] NE, 19 June 2026, 47/25-48/10; AEIC of Tan, paras 35 and 36; BAEIC, pg 68.

[15] Statement of Claim, para 20.

Tan's claims

10 Tan claims that Lim breached the Restoration Obligation and Returns Obligation.[16] He does not allege misrepresentation. His statement of claim seeks the following sums from Lim: $110,000, 10% monthly returns on $10,000 from March 2025 to the date of judgment, and 18% monthly returns on $100,000 from March 2025 to the date of judgment. Before the trial, a learned deputy registrar informed Tan's solicitors that the pleaded claim exceeded the District Court's jurisdictional limit of $250,000. By letter to the Court dated 3 December 2025, Tan elected under s 22(1) of the State Courts Act 1970 to abandon his claim to returns accruing after September 2025. Tan did not need to amend his pleadings for that purpose: *Tan Chee Heong v Chen Hua* [2023] 5 SLR 1190 at [23] and [65(b)]. The total sum claimed at trial was limited to $243,000, excluding interest and costs. This comprised: $110,000, $7,000 being 10% monthly returns on $10,000 from March to September 2025, and $126,000 being 18% monthly returns on $100,000 from March to September 2025. I deal with the claim for the monthly returns first.

The Returns Obligation

11 Because the Agreement was of indefinite duration and contained no express termination provision, the law presumes that either party could terminate it by giving reasonable notice: *Teh Guek Ngor Engelin née Tan v Chia Ee Lin Evelyn* [2005] 3 SLR(R) 22 at [20].

12 Tan's demand on or around 22 February 2025 for the return of the entire $110,000 (see [9] above) was incompatible with continuation of the Agreement

[16] NE, 19 June 2026, 58/18-19 and 108/29-109/5.

and therefore constituted notice of termination.[17] Immediate termination was reasonable in the circumstances — Lim did not testify that he did not understand the import of Tan's demand or that there were impediments to an immediate cessation of trading. Thus, no winding-down period was reasonably required. Upon termination, Lim was no longer obliged to provide Tan with returns that had not accrued. It follows that Tan has no basis to claim returns for March 2025 onwards.

The Restoration Obligation

13 It is indisputable that, under the original Agreement, the Restoration Obligation applied to the specified amount of $10,000. Tan contends that it was later extended to the further sums that he transferred to the Trading Account from 24 January to 13 February 2025. There are three ways in which this could have occurred. Two of them can be disposed of briefly.

14 First, there was no rescission and substitution of the Agreement with a new agreement under which the Restoration Obligation covered all amounts transferred to the Trading Account. To establish a discharge and replacement of the Agreement, "there should have been made manifest the intention in any event of a complete extinction of the first and formal contract, and not merely the desire of an alteration, however sweeping, in terms which are still subsisting": *Morris v Baron & Co* [1918] AC 1 applied in *Plevin v Paragon Personal Finance Limited* [2017] 1 WLR 1249 at [13]. This did not take place.

15 Second, the parties did not enter a supplemental agreement after the Agreement. Tan's AEIC alluded to such an agreement:[18] he referred to a text

[17] NE, 19 June 2026, 108/13-17.

[18] AEIC of Tan, para 40.

message sent by Lim on 15 February 2025 which allegedly showed that Lim was aware of his obligations under "the [Agreement] and the oral agreement", thereby implying the existence of a separate "oral agreement". But my reading of the text message is that it did not refer to any such oral agreement. Tan gave no further particulars of the purported oral agreement. There is insufficient evidence to support a finding of a supplemental agreement.

16 Tan's case is most consistent with a variation of the Agreement. His AEIC stated:[19]

> As I had duly received 10% in accordance with the [Agreement], I had also noticed that [Lim] had profited a total of $3,492.86 using my capital of S$10,000.00. In light of this, I had asked [Lim] on 24 January 2025 by way of WhatsApp at 7.22pm to increase my percentage of return to 15%. My WhatsApp message and [Lim's] response on the same day at 8.49pm is as follows:
>
> "Can give 15 percent"
>
> "13% ok"
>
> As [Lim] had agreed to raise my monthly return to 13%, I had also agreed to increase the capital investment. *However, this is the only term that was varied on the [Agreement] i.e, the capital amount and the monthly return. Each and every other term of the [Agreement] was to remain.* [Lim] was fully aware that but for [Lim's] guarantee of my capital, I would under no circumstances agree to deposit and/or invest any sum of money to [Lim].
>
> [Emphasis added]

17 Tan's closing submissions likewise advanced his case on the basis that the Agreement had been varied.

18 Whether the parties agreed to vary the Agreement, and the terms of any variation, are determined objectively. This means that "the language used by one party, whatever his real intention may be, is to be construed in the sense in

[19] AEIC of Tan, paras 19 and 20.

which it would reasonably be understood by the other": *Tribune Investment Trust Inc v Soosan Trading Co Ltd* [2000] 2 SLR(R) 407 at [40].

19 The express terms of the Agreement are the starting point. Its language linked the term "capital" to the figure of $10,000 and concluded by providing that excess profits could form a reserve "to protect the capital". The wording of the Restoration Obligation fixed both the triggering shortfall and the amount to which the account balance was to be restored by reference to $10,000. The original contractual text did not provide that the protected amount would automatically increase with each subsequent injection of funds. It was also not proven that, at the point of signing the Agreement, the parties had contemplated that Tan would be making any transfers in addition to the initial $10,000. Whether the $10,000 figure in the Restoration Obligation was enlarged therefore depends on the parties' later agreement.

20 I first review the parties' communications leading up to the further transfers of $49,000 made on 24 January 2025, because this is the first occasion on which Tan argues that the Restoration Obligation was enlarged. There was nothing in the text messages exchanged between Lim and Tan from 22 to 24 January 2025 to indicate that Tan had proposed to increase the amount covered by the Restoration Obligation and that Lim concurred. Their text messages merely showed that Tan was eager to transfer additional funds to the Trading Account for Lim to trade with and that Tan was concerned with securing a higher rate of return. Tan did not once mention the Restoration Obligation or — to use Tan's more evocative terminology — the "guarantee" of his further transfer of $49,000. Their telephone calls (see [5] above) likewise did not establish a variation of the Restoration Obligation.

21 Next, I examine the parties' communications from 25 January to 13 February 2025 — when the second, third and fourth tranches of further transfers were made. Those communications did not support a variation of the Restoration Obligation either. Two text messages sent by Lim on 7 February 2025 stated: "I need to protect your capital". But the statement did not identify the amount of capital then said to require protection, nor did it state that the contractual figure of $10,000 had been replaced by a larger figure. Most importantly, it simply echoed the last line of the Agreement, which was not part of the Restoration Obligation. Read in context, these two text messages are insufficient to prove that the Restoration Obligation was varied to cover a larger specific amount. They are also too vague to be treated as an admission of liability: *Qingdao Bohai Construction Group Co, Ltd v Goh Teck Beng* [2016] 4 SLR 977 at [87].

22 Tan, in turn, sent messages asserting that his investment was "capital protected", including: "Capital protected and enjoyed 15% every month" (10 February 2025, 7.41am) and "Pls note that my investment with you is capital protected" (10 February 2025, 11.26am). After receiving these messages, Lim did not challenge or qualify those assertions. Lim's omission did not, without more, amount to an acceptance of Tan's alleged understanding that there was a guarantee over the entire capital sum that Tan had transferred. The real question is whether his omission, viewed together with the parties' subsequent conduct, objectively evinced assent to an alleged variation to the Restoration Obligation: *R1 International Pte Ltd v Lonstroff AG* [2015] 1 SLR 521 at [53]-[55]. I note that Tan transferred a further $31,000 after making those assertions on 10 February 2025. To the extent that Lim thereafter continued to trade with those funds, his conduct is relevant. I nevertheless do not regard it as establishing Lim's assent to an enlarged Restoration Obligation, for it was also consistent with the parties' undisputed agreement to increase the trading capital and the

rate of return payable to Tan, and no communication expressly identified the new amount that Lim was allegedly obliged to restore.

23 The parties' post-13 February 2025 communications carry negligible significance. Those communications could not vary the Agreement because Tan made no further fund transfers to satisfy the requirement for consideration: *Ma Hongjin v SCP Holdings Pte Ltd* [2021] 1 SLR 304 at [93]. Further, the post-13 February 2025 conduct is generally not admissible merely to construe the meaning of contractual terms already agreed (or subsequently varied): *Lian Hwee Choo Phebe v Maxz Universal Development Group Pte Ltd* [2009] 2 SLR(R) 624 at [11]. In the premises, I find that the Restoration Obligation was not varied and that it covered the initial $10,000 only.

Breach of the Restoration Obligation

24 I am unable to determine precisely when the Restoration Obligation was triggered. The Agreement did not specify a periodic measurement date, and Tan did not adduce the Trading Account statements to prove its balance at any time. It is nevertheless unnecessary to decide whether every dip below $10,000, regardless of when it occurred, would have triggered the obligation. On Tan's evidence, by 14 February 2025 the depletion of the balance was substantial, with the balance at about $5,000 (see [9] above). I find that the Restoration Obligation was triggered by that point. As the Agreement did not stipulate a timeline for performance after that triggering event, Lim was required to restore the balance within a reasonable time: *Max Master Holdings Ltd v Taufik Surya Dharma* [2016] SGHC 147 at [98]. What constituted a reasonable time is a question of fact. As Lim accessed the Trading Account daily during the material period, he kept abreast of its balance. I determine that Lim was required to satisfy the Restoration Obligation by 22 February 2025 at the latest, but he failed

to do so. Lim's accrued liability under the Restoration Obligation was not extinguished by the ensuing termination of the Agreement: *Diamond Glass Enterprise Pte Ltd v Zhong Kai Construction Co Pte Ltd* [2023] 1 SLR 1451 at [60] to [62].

Damages for the breach of the Restoration Obligation

25 Tan's prayers for relief set out claims for specific sums only. He did not seek an assessment of damages. But he did plead that he suffered loss, and the issue of compensatory damages was raised in the evidence and submissions. Lim appreciated that the issue was in play and addressed it without objection. I am satisfied that granting Tan an assessment of damages would not cause Lim unfair prejudice, provided that damages are assessed within this trial.

26 I have found that the date of breach was 22 February 2025. The general rule is that contractual damages are assessed at the date of breach. That rule is produced from the interaction between the principles of mitigation and causation — where the claimant could reasonably crystallise his position at or after breach, later market movements resulting from his decision not to do so are ordinarily not attributable to the contract-breaker. Tan had control over the Trading Account and could reasonably have closed any open positions and revoked Lim's access to crystallise the balance in the Trading Account. He did none of that. So there is no reason not to apply the general rule.

27 Since Lim is obliged to restore the Trading Account's balance to $10,000, Tan is required to prove the measure of loss with evidence of the Trading Account's balance as of 22 February 2025. He accepted that account statements were available but did not adduce them.[20] His rough recollection of

[20] NE, 19 June 2026, 45/16-21.

the Trading Account balance on 14 February 2025 (see [9] above) does not assist the Court with determining the value of the Trading Account balance, including any open positions, on the different occasion of the date of breach. A learned deputy registrar previously alerted Tan's solicitors to this lacuna in his case when dismissing his application for summary judgment against Lim. They ignored the deputy registrar to Tan's peril.

28 A breach of contract is actionable without proof of damage, but substantial damages require proof of loss. Where the claimant fails to prove either the fact or the quantum of loss, the court may award only nominal damages: *Biofuel Industries Pte Ltd v V8 Environmental Pte Ltd* [2018] 2 SLR 199 at [44]. Hence, even if I had accepted Tan's case that the Restoration Obligation was varied to cover the entire $110,000, his failure to prove the Trading Account's balance at the date of breach would have led to the same result.

Disposal

29 I make no finding on whether Lim's solicitation of Tan to engage him to provide "freelance financial trading services" and his discretionary trading with Tan's funds contravened the Securities and Futures Act 2001. The parties did not raise the issue of illegality. Although the Court may take cognisance of illegality that has not been pleaded (*Ting Siew May v Boon Lay Choo* [2014] 3 SLR 609 at [31]), the evidence before me is too rudimentary to establish the necessary facts, including Lim's licensing status, the instruments he traded, or whether his activities formed part of a business carried on with sufficient system and continuity.

30 I order Lim to pay Tan nominal damages of $50 in respect of Lim's breach of the Restoration Obligation. I dismiss Tan's remaining claims. I will hear the parties on costs.

Evans Ng
District Judge

Sameer Bin Amir Melber (Gabriel Law Corporation) for the claimant;
The defendant in person.