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DISTRICT JUDGE TAY JINGXI
5 OCTOBER 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 328

District Court Originating Claim No 1166 of 2026

Between

Jason Yan Zixiang

... Claimant

And

James Fong Jing Xiong

... Defendant

JUDGMENT

[Companies] – [Directors] – [Removal]
[Contract] – [Breach]
[Contract] – [Formation]

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Jason Yan Zixiang
v
James Fong Jing Xiong

[2026] SGDC 328

District Court Originating Claim No 1166 of 2026
District Judge Tay Jingxi
20 July 2026, 14 September 2026

5 October 2026

Judgment reserved.

District Judge Tay Jingxi

Introduction.

1 This is a case about whether A and B entered into a binding agreement for B to take over A's role as a director of a company, notwithstanding that they had never met or communicated directly with each other at all material times, and that any purported communications between them were made through C.

2 In this case, party A is the Claimant, Mr Jason Yan Zixiang. He is currently the sole registered director of Cenes Art Company Pte Ltd (the

“**Company**”).¹ Party B is the Defendant, Mr James Fong Jing Xiong. He was previously a registered director of the Company and is currently its sole shareholder.² Party C is Ms Park Chaeun (“**Ms Park**”). Ms Park is a national of the Republic of Korea (“**South Korea**”). She was in a romantic relationship with the Claimant from around June 2022 to July 2023³ and with the Defendant for an unspecified period in 2023.⁴ According to the Claimant, Ms Park was in South Korea at the date of the trial.⁵ Neither party called Ms Park as a witness at trial.

3 The Company was incorporated on 4 April 2023 with the Claimant as its sole director and shareholder.⁶ It was intended by the Claimant and Ms Park to be their joint business venture.⁷ The Company was engaged in the business of providing dance classes, with Ms Park employed to oversee the curriculum and operations.⁸ Following his breakup with Ms Park, the Claimant no longer wished to be involved with the Company.⁹

¹ Statement of Claim (“**SOC**”) at [1]. See also Notes of Evidence (“**NE**”) at page 26, lines 6 to 14.

² Defence at [2]. Apart from reproducing the paragraph numbers used in the SOC, the Defence contains no independent paragraph numbering. I will therefore refer to each paragraph of the Defence by reference to the corresponding paragraph of the SOC to which it responds. For example, the Defendant’s pleaded response to [2] of the SOC will be referred to as “[2] of the Defence”.

³ SOC at [3].

⁴ NE at page 58, lines 6 to 8.

⁵ NE at page 27, lines 14 to 18.

⁶ Claimant’s Bundle of Documents (“**CBOD**”) at pages 50 to 52. See also Claimant’s Affidavit of Evidence-in-Chief (“**CAEIC**”) at [4].

⁷ CAEIC at [4].

⁸ CAEIC at [6].

⁹ CAEIC at [7] and [14].

4 The Claimant’s pleaded case is that there was an agreement between himself, Ms Park, and the Defendant for the Claimant to transfer all of his shares in the Company (the “**Shares**”) to the Defendant.¹⁰ In consideration for the transfer of the Shares, the Claimant was to be paid \$11,000.¹¹ In addition, the Claimant pleads that the agreement provided for the Defendant to assume sole directorship of the Company. To facilitate this, the Claimant would resign as a director.¹² I will henceforth refer to this agreement set out above as the “**Alleged Agreement**”. It is also the Claimant’s pleaded case that Ms Park was “appointed to coordinate the handover process between the Claimant and the Defendant as the process required the use of the Defendant’s SingPass”.¹³ As the Claimant’s pleadings are unclear as to whether this appointment was made pursuant to the terms of the Alleged Agreement, I will not treat Ms Park’s appointment as falling within the scope of the Alleged Agreement.

5 The Defendant denies the existence of the Alleged Agreement.¹⁴ He first takes issue with the Claimant’s failure to plead the date on which the Alleged Agreement supposedly came into being. Next, he highlights that he neither communicated directly with the Claimant at the material time nor paid any money to the Claimant for the Shares.¹⁵ Neither point is disputed by the Claimant.¹⁶ As regards the latter point, it is true that the Defendant did not pay the Claimant any money for the Shares. Whilst the Claimant received a total

¹⁰ SOC at [8].

¹¹ SOC at [8d].

¹² SOC [8b] and [8c].

¹³ SOC at [9].

¹⁴ Defence at [8].

¹⁵ *Ibid.*

¹⁶ NE at page 5, lines 5 to 13.

sum of \$11,000 by way of two separate electronic transfers purportedly in return for the Shares, those transfers emanated from the Company's bank account (from which a sum of \$10,000 was transferred)¹⁷ and a UOB Lady's Savings Account which, in all likelihood, belonged to Ms Park (from which a sum of \$1,000 was transferred)¹⁸.

6 In contrast to the Claimant's case, the Defendant says that he became a shareholder and director of the Company "out of goodwill" to Ms Park.¹⁹ As Ms Park was not ordinarily resident in Singapore, she needed someone who satisfied the ordinary residence requirement to assume the directorship of the Company (see s 145(1) of the Companies Act 1967). That person was the Defendant.

7 This is an appropriate juncture to set out the chronology of events concerning the changes in the directorship of the Company. As alluded to at [2] and [3] above, the parties were, at various points in time, directors of the Company. Based on a screenshot sent to the Claimant by Ms Park on 5 October 2023, it *appears* that the Claimant was removed as a director of the Company on that date.²⁰ As it turns out, this did not happen (see [8] below).

8 The Defendant does not dispute that he was registered as a director of the Company on 5 October 2023.²¹ Thereafter, he remained a director of the Company until around 29 January 2024, when he logged into his BizFile

¹⁷ CAEIC at page 24.

¹⁸ CAEIC at page 37. See also NE at page 19, line 28, to page 20, line 3.

¹⁹ Defendant's Affidavit of Evidence-in-Chief ("**DAEIC**") at [4]. See also NE at page 52, lines 15 to 17.

²⁰ CAEIC at page 35. See also NE at page 68, lines 4 to 15.

²¹ NE at page 70, lines 9 to 15.

account and saw that he was listed as a director of the Company *alongside the Claimant*.²² Seeing no need for him to remain a director of the Company in these circumstances, the Defendant removed himself as a director on or around that date.²³ Thereafter, it appears that the Claimant – unbeknownst to him²⁴ – remained the sole director of the Company. The Claimant only discovered this state of affairs on or around 21 February 2024, when he logged into his BizFile account and discovered that he – and not the Defendant – remained registered as a director of the Company.²⁵

9 Having summarised the key background facts, I turn to the issues that fall to be determined.

Issues to be decided.

10 Three key issues fall to be determined:

- (a) **Issue 1:** Did the Claimant, the Defendant, and Ms Park enter into the Alleged Agreement?
- (b) **Issue 2:** If the answer to Issue 1 is yes, did the Defendant breach the Alleged Agreement?
- (c) **Issue 3:** If the answer to Issue 2 is yes, is the Claimant entitled to the relief he seeks?

²² DAEIC at [11].

²³ *Ibid.*

²⁴ CAEIC at [26].

²⁵ CAEIC at [25] to [26].

Issue 1: Did the Claimant, the Defendant, and Ms Park enter into the Alleged Agreement?

(A) The claim should be determined on its merits despite the material inadequacies in the Claimant’s pleadings.

11 Pleadings, said the Court of Appeal in *How Weng Fun v Sengkang Town Council* [2023] SGCA 21 (“*How Weng Fun*”) at [17], are the cornerstone of our civil justice system and serve at least two key functions:

First, pleadings critically define the parameters within which a plaintiff’s claim and a defendant’s defence are mounted. This delineation is crucial in an adversarial system of civil litigation such as ours where “[c]onfrontation and the opportunity for cross-examination is of central significance” (Lee v The Queen (1998) 195 CLR 594 at [32]). **The plaintiff has to plead a cause of action so as to enable the defendant to know the case that is being mounted against it** and, likewise, the defendant has to particularise the defence to enable the plaintiff to know the nature and substance of the defence. **This prevents either party from being taken by surprise. Second, and relatedly, pleadings assist the court by defining with clarity and precision the factual and legal issues that are in dispute and which fall to be determined by the court.** This is vital to ensure the efficient conduct of the proceedings while also helping to conserve judicial resources. In overall terms, the purpose of pleadings is to ensure certainty, fairness and transparency in our dispute resolution processes.

[emphasis in bold added]

12 Because of this, the general rule is that the parties to a suit are bound by their pleadings, and the Court cannot decide on matters which have not been put into issue by the parties (see *How Weng Fun* at [18]).

13 The principles set out in *How Weng Fun* are not novel propositions of law. Yet, it is not uncommon for a claim to fail largely or entirely because of deficient pleadings. The present case involves precisely such inadequate pleadings.

14 First, as rightly pointed out by the Defendant, the Claimant did not plead the date on which the Alleged Agreement was supposedly formed. Paragraph 8 of the SOC, which sets out the terms of the Alleged Agreement, simply states that certain terms were “accordingly discussed and agreed between the Claimant, the Defendant, and [Ms Park]”. Nowhere in [8] of the SOC, nor elsewhere in the SOC, did the Claimant plead a date or even a date range within which the parties supposedly reached consensus *ad idem* on the Alleged Agreement.

15 Second, the Claimant did not plead the form in which the Alleged Agreement was made. Did the Alleged Agreement take the form of a written contract, an oral contract, or a contract that was partly written and partly oral? Or was the Alleged Agreement a contract to be implied from the parties’ conduct? The SOC does not make this clear.

16 It is trite that the date of contract formation must be pleaded with reasonable certainty so as to give the opposing party fair notice of one’s case and to define the scope of the issues in dispute. This is a corollary of the requirement that a contract has a precise point of agreement (*Day, Ashley Francis v Yeo Chin Huat Anthony and others* [2020] 5 SLR 514 (“**DAF**”) at [53]). The failure to plead the date on which the Alleged Agreement was formed and the form in which it was made leaves the Defendant guessing as to the facts on which the Claimant intends to rely to establish his claim. Thus, had the Claimant closed his case and rested his submissions solely on these unsatisfactory pleadings, I would have little difficulty dismissing the action purely on the basis of their inadequacy.

17 However, apart from alluding to the Claimant’s failures to plead these material facts,²⁶ the Defendant did not submit that the claim ought to be dismissed on that basis. Instead, the Defendant appeared content to proceed on the basis of, and to address, the Claimant’s case as refined under cross-examination; namely, that the Alleged Agreement was supposedly entered into on 30 September 2023 between the Claimant, the Defendant, and Ms Park (the “**Trio**”), and that it took the form of a verbal agreement (the “**Trial Case**”).²⁷ It appears to be this iteration of the Claimant’s case – that is, the Trial Case – to which the Defendant refers when submitting that the claim should fail at the stage of contractual formation.²⁸

18 Given the Defendant’s election to engage substantively with the Trial Case in his closing submissions, it is clear that he fully appreciated the case being advanced against him (see *How Weng Fun* at [29(b)]). Nor has the Claimant’s change in position caused the Defendant any prejudice. I therefore find it appropriate to determine the substantive merits of the claim despite the deficiencies in the Claimant’s pleadings. This is also the course adopted by the High Court in *DAF* despite the vague and unsatisfactory state of the plaintiff’s pleadings in that case (see *DAF* at [58] to [62]). I therefore proceed to consider whether the Claimant has proven his Trial Case – namely, that the Trio verbally entered into the Alleged Agreement on 30 September 2023 on the terms pleaded at [8] of the SOC (the “**Pleaded Terms**”) – below.

²⁶ Defendant’s Closing Submissions (“**DS**”) at [2]. See also NE at page 7, lines 14 to 21.

²⁷ NE at page 18, lines 8 to 19.

²⁸ DS at [22].

(B) The Claimant has failed to prove that the Defendant was a party to the Alleged Agreement or had agreed to its terms.

19 The crux of the Trial Case is a tripartite oral agreement between the Claimant, the Defendant, and Ms Park. To discharge his burden of proof, the Claimant must show, on a balance of probabilities, that all three members of the Trio orally agreed to the Pleded Terms on 30 September 2023. In other words, the Claimant must prove the foundational elements of contract formation – namely, offer, acceptance, consideration, certainty of terms, and an intention to create legal relations (*Cooperatieve Centrale Raiffeisen-Boerenleenbank BA (trading as Rabobank International), Singapore Branch v Motorola Electronics Pte Ltd* [2011] 2 SLR 63 at [38]) – in respect of the Alleged Agreement.

20 In my judgment, the Claimant is unable to do so. His evidence falls short of the requisite standard of proof, and I accordingly find that no legally binding agreement was formed amongst the Trio.

21 First, and most importantly, the Claimant has failed to prove that the *Defendant* was ever a party to the Alleged Agreement in the first place. The identity of the parties to a contract is of fundamental importance. As the Court of Appeal observed at [35] of *The “Luna” and another appeal* [2021] 2 SLR 1054, citing *Homburg Houtimport BV and others v Agrosin Pte Ltd and another (The Starsin)* [2004] 1 AC 715 at [175] to [176]:

175 **The identity of the parties to a contract is fundamental. It is not simply a term or condition of the contract. It goes to the very existence of the contract itself. If it is uncertain, there is no contract.** Like the nature and amount of the consideration and the intention to create legal relations it is a question of fact and may be established by evidence. Such evidence is admissible even where the contract is in writing, at least so long it does not contradict its express terms, and possibly even where it does ...

[emphasis in bold added]

22 In the present case, the Claimant has adduced no evidence of any direct or indirect communications with the Defendant from which it may be inferred that the Defendant was a party to the Alleged Agreement.

(a) As the Claimant conceded under cross-examination, he did not communicate with the Defendant *directly* – whether orally or in writing – prior to February 2024.²⁹

(b) The Claimant also adduced no evidence as to the contents of any *indirect* communications with the Defendant at or around 30 September 2023. The only person capable of giving first-hand evidence as to the contents of any such indirect communications between the parties was Ms Park, whom the Claimant said had acted as the “intermediary” between himself and the Defendant in relation to the Alleged Agreement. Yet, the Claimant chose not to call Ms Park to testify. It is somewhat puzzling that the Defendant did not urge me to draw an adverse inference against the Claimant for failing to call a witness of such obvious importance to testify at trial. In the circumstances, I decline to draw any such inference against the Claimant. That does not, however, relieve the Claimant of his burden of proving his case on the evidence before the Court. On the critical question of what, if anything, was communicated between the Claimant and the Defendant through Ms Park, at or around 30 September 2023, there is no first-hand evidence from Ms Park at all.

(c) Finally, even if I were to have regard to the objective evidence relied on by the Claimant – namely, the WhatsApp messages exchanged

²⁹ NE at page 5, lines 5 to 8.

between himself and Ms Park³⁰ – there is nothing in those messages which suggests, much less supports any inference, that the Defendant was party to any agreement involving the Claimant. On the contrary, the messages only show the Claimant and Ms Park discussing administrative matters concerning the steps she had to take on the ACRA portal to remove the Claimant as a director of the Company.

23 The Claimant has therefore no factual basis whatsoever for alleging that the Defendant was a party to the Alleged Agreement.

24 Owing to these substantial evidential difficulties, the Claimant instead invited me to infer from the Defendant’s conduct that he was a party to the Alleged Agreement. The facts from which the Claimant says such an inference ought to be drawn are as follows:

(a) The Defendant became the sole shareholder and – for a brief period – a director of the Company,³¹ and authorised Ms Park to use his SingPass account to make him a shareholder and to endorse his appointment as a director of the Company.³²

(b) The Defendant’s admission that Ms Park asked him to become a shareholder and director of the Company.³³

³⁰ CAEIC at Tab 2.

³¹ CAEIC at [38]. See also CS at [18].

³² NE at page 60, lines 27 to 32. See also Claimant’s Closing Submissions (“CS”) at [25].

³³ DAEIC at [4]. See also CS at [19].

(c) The Defendant’s admission that he was “surprised” when he saw the BizFile records showing, at or around 29 January 2024, that the Claimant remained a director of the Company.³⁴

25 The Defendant does not deny the three sets of facts set out above (the “**Three Facts**”), but argues that he only agreed to become a shareholder and director of the Company out of goodwill to Ms Park, and not on the basis of any agreement with the Claimant.³⁵ In other words, the Defendant’s position appears to be that, to the extent that there was any understanding between himself and Ms Park, it was an informal one founded on goodwill, rather than a legally binding agreement.³⁶

26 In my judgment, what the Claimant fails to appreciate, and consequently fails to grapple with in his submissions, is that the Three Facts are entirely consistent with *both parties’* competing case theories. If the Claimant’s case is true, the Three Facts would be consistent with the proposition that Ms Park and the Defendant were parties to the Alleged Agreement and intended to abide by the Pledaded Terms, and the Defendant’s subsequent surprise upon discovering that the Claimant remained a director would lend support to the alleged term that the Defendant was to assume sole directorship of the Company. On the other hand, if the Defendant’s case is true, all Three Facts remain equally consistent with his account that he agreed, out of goodwill towards Ms Park alone, to take over as shareholder and sole director of the Company, and that he had permitted her to access his SingPass account to take the necessary

³⁴ NE at page 74, lines 22 to 24. See also CS at [24].

³⁵ DAEIC at [4] and [8].

³⁶ DS at [4].

administrative steps to effect those changes.³⁷ On that account, his subsequent surprise is equally explicable by his expectation that the Claimant would arrange for his own removal as a director,³⁸ which the Claimant had apparently failed to do.

27 As between the parties' competing explanations for the Three Facts, I find the Defendant's explanation at [25] above to be relatively more plausible than the Claimant's. My finding rests principally on the romantic relationship between the Defendant and Ms Park as at 30 September 2023, the existence of which the Claimant does not dispute. The Defendant's case was that he consented to becoming a director and shareholder of the Company because Ms Park, who was then his girlfriend, had asked him to assist her in that regard. Put another way, the Defendant's case is that his actions were motivated by their romantic relationship rather than by any obligation to perform a contract with the Claimant. This is, in my view, a reasonable explanation that accords with not only the ordinary inclination to assist one's romantic partner within one's means, but also with the complete absence of evidence establishing the existence of any agreement amongst the Trio as alleged by the Claimant.

28 It remains for the Claimant to establish that *his* explanation – namely, that the Defendant acted pursuant to the Alleged Agreement – is more probable than the Defendant's. For the reasons stated at [20] to [26] above, the Claimant has failed to discharge that burden. Accordingly, the Claimant has failed to prove that the Defendant was a party to the Alleged Agreement.

³⁷ DAEIC at [10]. See too NE at page 60, lines 24 to 32.

³⁸ NE at page 83, lines 13 to 23.

29 Second, the Claimant has failed to adduce sufficient evidence to prove offer and acceptance.³⁹ He has provided neither details nor evidence as to how the Trio supposedly orally agreed to the Pleaded Terms on 30 September 2023. The sole paragraph in his AEIC which refers to the Pleaded Terms – namely, [7] – is essentially a bare assertion that the Trio “mutually agreed” to the Pleaded Terms. The Claimant did not depose that this “mutual agreement” took place on 30 September 2023. Nor did he provide any background as to how the purported agreement of 30 September 2023 came about, the mode of communication employed by the parties in arriving at this “mutual agreement”, or what Ms Park and the Defendant supposedly did or said by which they objectively manifested their acceptance of the Pleaded Terms to the Claimant. The evidential deficiencies identified at [22] to [28] above therefore apply with equal force to this issue of offer and acceptance.

30 For the above reasons, I find that the Claimant has failed to discharge his burden of proving both the existence of the Alleged Agreement and the Defendant’s involvement as a party to it. The claim must therefore be dismissed.

(C) The Claimant has also failed to plead and prove consideration for the Defendant’s alleged agreement to assume sole directorship of the Company.

31 As the parties specifically addressed the issue of contractual consideration,⁴⁰ I deal with that issue for completeness.

32 In my view, the Claimant has failed to plead, identify, or properly address the consideration furnished in exchange for the promise he seeks to

³⁹ DS at [22].

⁴⁰ CS at [26] to [28] and DS at [3] and [22].

enforce under the Alleged Agreement.⁴¹ In the SOC, the only matter pleaded which is capable of constituting consideration is the payment of \$11,000 to the Claimant. However, that payment was pleaded *specifically as consideration for the Claimant's transfer of the Shares to the Defendant*.⁴² Notably, the Claimant did not plead what, if any, consideration was given in exchange for the Defendant's purported agreement to assume sole directorship of the Company.

33 At this juncture, it is useful to return to first principles. I set out below the Court of Appeal's summary of the doctrine of contractual consideration in *DEM v DEL* [2025] 1 SLR 29 ("**DEL**") at [68]:

Consideration signifies a return recognised in law which is given in exchange for the promise sought to be enforced (*Gay Choon Ing v Loh Sze Ti Terence Peter and another appeal* [2009] 2 SLR(R) 332 at [66]). In any lack of consideration argument, **it is therefore important to first identify the promise sought to be enforced. This promise will then serve as the anchor point to identify who the relevant promisor(s) and promisee(s) are, and subsequently, to determine if sufficient consideration was furnished for that particular promise sought to be enforced.** This is an important preliminary step as the same contracting party within the same contract can either be the promisor or promisee – depending on which promise is in question.

[emphasis in bold added]

34 What, then, is the promise sought to be enforced here? According to the Claimant, it is the Defendant's agreement to take over sole directorship of the Company from the Claimant,⁴³ which the Claimant now seeks to enforce by way of an order of specific performance.⁴⁴ Thus, for this aspect of the Alleged

⁴¹ DS at [3] and [22].

⁴² SOC at [8d].

⁴³ SOC at [8c].

⁴⁴ SOC at [28(1)].

Agreement, the Defendant was the (alleged) promisor and the Claimant was the (alleged) promisee.

35 It is trite that consideration must move from the promisee to the promisor (*Gay Choon Ing v Loh Sze Ti Terence Peter and another appeal* [2009] 2 SLR(R) 332 at [66]). Thus, it falls on the Claimant to demonstrate that he had furnished sufficient consideration in return for the Defendant's promise.

36 The Claimant has failed to do so. As noted above, the Claimant did not plead with any specificity what consideration he gave in exchange for the Defendant's agreement to assume sole directorship of the Company (see [32] above). Nothing in the SOC identifies the *quid pro quo* for that alleged promise. In particular, the Pleded Terms at [8] of the SOC do not establish any nexus between the Defendant's alleged agreement to assume sole directorship and any of the other Pleded Terms.

37 In closing submissions, the Claimant sought to recast his case by claiming that the consideration for the Defendant's assumption of sole directorship was the Claimant's transfer of the Shares to him.⁴⁵ There is no doubt that the transfer of the Shares was capable of constituting valid consideration as a matter of law. The difficulty, however, is that the Claimant did not clearly plead that the transfer of the Shares was furnished as consideration for the Defendant's alleged agreement to assume sole directorship of the Company. In advancing that contention only in closing submissions, the Claimant appears to be seeking retrospectively to construct a bargain which was not pleaded. I therefore reject this argument.

⁴⁵ CS at [26].

38 Even if I am wrong on the pleadings point, and the Claimant had adequately pleaded that his transfer of the Shares to the Defendant constituted the consideration for the Defendant's assumption of sole directorship, the evidence does not establish that this *was in fact* the bargain struck between them. The Claimant adduced neither documentary nor oral evidence to prove such an arrangement. For instance, nothing in the text messages exchanged between the Claimant and Ms Park indicates that, viewed objectively, the Claimant's transfer of the Shares was to be given in exchange for the Defendant's assumption of sole directorship. Nor did the Claimant state in the body of his AEIC that the Defendant had agreed to assume sole directorship of the Company in return for the transfer of the Shares to him.

39 Accordingly, as a matter of both pleading and proof, the Claimant has failed to establish the element of consideration in respect of the Defendant's alleged promise to assume sole directorship of the Company. It follows that the Claimant has also failed to establish that that aspect of the Alleged Agreement was legally enforceable.

40 Given my decision that the claim should be dismissed, Issues 2 and 3 (see [10] above) do not arise for consideration.

Conclusion.

41 The claim is dismissed.

42 If the parties are unable to agree on costs and disbursements, they are to file written submissions on these issues, limited to five pages, within two weeks from the date of this judgment.

Tay Jingxi
District Judge

Mr Darren Jeevan Jose Charles and Ms Sarah Nadia Binte Sazali
[Ravus Law Chambers LLC] for the claimant;
Mr Ong Kai Min, Kelvin and Ms Connie Kuan [Contigo Law LLC]
for the defendant.