Please delete where applicable –

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

DISTRICT JUDGE
NG TEE TZE ALLEN
16 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 5

District Court Originating Claim No 1139 of 2022

Between

Terrence Fernandez

… *Claimant(s)*

And

Tan Aik Hong Thomas

… *Defendant(s)*

JUDGMENT

[Tort] — [Defamation] — [Defamatory statements]
[Tort] — [Defamation] — [Whether claim in slander is actionable pursuant to section 5 of the Defamation Act 1957]
[Tort] — [Defamation] — [Justification]
[Tort] — [Defamation] — [Fair comment]
[Tort] — [Defamation] — [Qualified privilege]

TABLE OF CONTENTS

Terrence Fernandez
v
Tan Aik Hong Thomas

[2026] SGDC 5

District Court Originating Claim No 1139 of 2022
District Judge Ng Tee Tze Allen
10, 11, 13 and 14 June 2024, 28 November 2025

16 January 2026 Judgment reserved.

District Judge Ng Tee Tze Allen:

1 This is a defamation action. The claimant, Mr Terrence Fernandez, was the president of the Serangoon Garden Country Club (the "Club") at the material time. He took issue with various statements made by the defendant, Mr Thomas Tan, after the conclusion of an Extraordinary General Meeting ("EGM") conducted on 8 September 2019.

2 I heard the trial of this action. On 7 January 2025, I issued a written judgment which is reported at *Terrence Fernandez v Tan Aik Hong Thomas* [2025] SGDC 1 (my "earlier Judgment"). In that judgment, I held that I did not have jurisdiction to hear and try the action, and in the alternative, that the claim should be dismissed because the defendant would have succeeded in the defence of justification.

3 The claimant appealed. On 22 August 2025, the General Division of the High Court issued its judgment in *Terrence Fernandez v Tan Aik Hong Thomas* [2025] SGHC 169 (the "HC Judgment"). The High Court allowed the appeal on jurisdiction and remitted the case back to me to deal with the merits.

4 On 3 September 2025, I convened a case conference where, amongst other things, the parties agreed that the evidence taken in the original trial was to stand and that it was sufficient for the parties to make further submissions.

5 Having considered the same, I remain of the view that the claimant's case should be dismissed. These are grounds of my decision.

Facts

6 I start with the background facts. These have been set out at [5] to [29] of my earlier Judgment; I will not repeat myself. It suffices to summarise only the key facts.

The parties

7 The defendant is a former Club President. He served for four terms of two years each, namely from 1998 to 2000, 2000 to 2002, 2006 to 2008, and 2008 to 2010.[1] He was a Club member at the material time.

8 The claimant is also a former Club President. He was elected on 24 June 2018 and his term ended in September 2020.[2]

---

1 Agreed Statement of Facts dated 14 April 2023 at [5].

2 Agreed Statement of Facts dated 14 April 2023 at [4].

Requisition of the EGM for a vote of no confidence

9 On or around 8 November 2018, the Club received a requisition dated 2 November 2018 (the "Requisition"). The Requisition came with the names, membership numbers, telephone numbers, and signatures of 111 members. Amongst other things, it sought to convene an EGM to pass and adopt a motion of no confidence against the claimant and to remove him as Club President.[3]

10 The Club sought legal advice from its solicitors, Lee & Lee, who advised:

(a) The Club ***must*** convene the EGM if it received a requisition of more than 100 members. In their 14 November 2018 letter, Lee & Lee stated:[4]

> 20. In the present case, if the Club has received a requisition signed by 100+ members calling for an EOGM, the Club must proceed to call an EOGM for the purposes stated by the 100+ members. The Club has no discretion. The supreme authority of the Club is always vested in the General Meeting of the members.

(b) Unless there is evidence that the signatories did not support the Requisition, the Club ***must*** accept it at face value and convene the EGM.[5]

(c) It is not common to seek a requisitioner's acknowledgement that they understood and signed the requisition. But if the Club sent such a letter, it ***cannot*** refuse to call the EGM on the basis that fewer than 100 members acknowledged the same.

---

3 Agreed Statement of Facts dated 14 April 2023 at [7]; 1AB162.

4 1AB195.

5 3AB868-873.

The initial decision not to convene the EGM

11 On 20 November 2018, the General Committee discussed the Requisition at its 6th General Committee meeting. This included the legal advice received. Accordingly, the Minutes of the 6th General Committee Meeting stated at [7.2.1]-[7.2.2]:[6]

> 7.2.1 Question: Can the Club send a letter to 100+ members who signed the letter on requisitioning for EOGM to seek their acknowledgement that they understand and have signed on the letter?
>
> 7.2.2 Reply: This is not normally done. **As advised in Lee & Lee's email of 9 November 2018, unless there is evidence that the signatories did not, in fact, support the requisition, the Club have to accept the document at face value. If the Club chooses to send such a letter, it cannot refuse to call the EOGM on the basis that less than 100 members acknowledged. The Constitution does not require members to further acknowledge their requisition.**
>
> (emphasis mine)

12 Following the discussion, the General Committee decided to send an acknowledgement letter to the requisitioning members. The acknowledgement letter was sent on 21 November 2018 (the "Acknowledgement Letter"). Broadly speaking, the Acknowledgement Letter:[7]

(a) referred to the Requisition and the stated purpose of the EGM;

(b) requested that the requisitioning members acknowledge that they understood and signed the Requisition; and

(c) asked the requisitioning members to respond by 5 December 2018, failing which the Club "will consider that you are not aware that

---

6 3AB868-873.

7 1AB203.

the letter dated 2 November 2018 is to requisition for an Extraordinary General Meeting for the aforesaid purpose".

13 On 11 December 2018, the results of the Acknowledgement Letter and the decision not to convene the EGM were published:[8]

> Of the replies received by 12 noon on 5 December 2018:
>
> a. 18 members acknowledged that they understood and have signed the letter dated 2 November 2018 requisitioning for an Extraordinary General Meeting for the purposes stated;
>
> b. 3 members withdraw their names; and
>
> c. 90 members failed to reply*.
>
> * As stated in the letter dated 21 November 2018, members had to indicate their reply and return it to the Club by 12 noon on 5 December 2018 failing which, the Club shall consider that they were not aware that the letter dated 2 November 2018 was to requisition for an Extraordinary General Meeting for the purposes stated.
>
> In light of the above, the Club will NOT be calling for an EOGM as per Article 30.1 of the Constitution.

The subsequent decision to call the EGM at the 62nd Annual General Meeting

14 On 5 June 2019, notice was given that the 62nd Annual General Meeting ("AGM") would be held on 30 June 2019.

15 On 20 June 2019, the Club's secretary received a letter. The letter was signed by 12 members, and it gave notice for the following matters to be transacted at the 62nd AGM:[9]

---

8 1AB205.

9 1AB206-207.

> a. For the Committee of SGCC to explain why it failed, refused and/or neglected to call for an Extraordinary General Meeting ("EOGM"):
>
> i. after SGCC had on 8 November 2018 received a letter by more than one hundred (100) SGCC members requesting for an EOGM (the "Signed Letter"); and/or
>
> ii. in light of the letter dated 14 November 2018 issued by M/S Lee & Lee to SGCC setting out its advice in relation to, *inter alia,* the Signed Letter.
>
> b. …
>
> c. For the General Meeting to consider and vote on a motion of no confidence against the President of SGCC, Mr Terrence Fernandez; and
>
> …

16 On 30 June 2019, the Club held its 62nd AGM. I do not propose to describe the entire AGM. It is sufficient to focus on subparagraphs (a) and (c) of the 20 June 2019 letter.

17 I start with subparagraph (a) of the 20 June 2019 letter (see [15] above) and the discussion as to why the EGM was not called. In this discussion, Mr Toh Kok Seng from Lee & Lee (as the Club's legal adviser) stated, amongst other things, that:

> (a) The Constitution did not provide for the Club seeking confirmation from signatories on whether they signed with full understanding.[10]
>
> (b) Legal advice was given to the Club that the EGM need not be called, if for example, 20 members stepped forward and said that the requisition was fraudulent and that they did not sign it. However, Lee &

[10] Claimant's AEIC at p.95 at para 6.3.12 to 6.3.15.

Lee understood that "there was no such situation" and that the "Club had to take the requisition at face value as there was no evidence that there [were] actually less than 100 signatures".[11]

(c) While there was no deadline for convening an EGM, it should be done within a reasonable time. Here, it was opined that two months would be reasonable.[12]

(d) The Club would breach its Constitution if it did not call the EGM.[13]

18 The minutes of the 62nd AGM also showed that there were Club members who were upset with the General Committee's initial decision not to call the EGM. The discussion ended with Mr Benjamin Wong, the then-vice president, stating that the management would advise on the date and timeline for the EGM.[14]

19 I turn to the vote of no confidence set out at subparagraph (c) of the 20 June 2019 letter (see [15] above). In this respect, Mr Toh explained that a motion of no confidence vote did not automatically remove the President. Instead, if a vote of no confidence is passed, the President would usually step down and set the time for fresh elections.[15] Notwithstanding, the vote of no confidence against

---

11 Claimant's AEIC at p.96 at para 6.3.30 to 6.3.31.

12 Claimant's AEIC at p.97 at para 6.3.32 to 6.3.33.

13 Claimant's AEIC at p.97 at para 6.3.34.

14 Claimant's AEIC at p.99 at para 6.3.61.

15 Claimant's AEIC at p.102 at para 6.5.9.

the claimant as President proceeded with 101 of the 241 members who remained at the AGM.[16] The results were:[17]

	Results of Votes
For	72
Against	14
Motion	Carried

20 The claimant did not step down.

The EGM on 8 September 2019

21 The EGM was convened on 8 September 2019 at 2:00pm. 292 voting members attended,[18] of whom were 80 of the 111 requisitioners.[19] This was an issue because Clause 31.3 of the Club's Constitution required "not less than three quarters" of the requisitioning members to attend (i.e., 84 members, rounded up from 83.25):

> Not less than three quarters of the Members who requisitioned for a general meeting must be present at such a meeting requested by them **otherwise** the President may order that such a meeting be cancelled even though a quorum is present.

22 As such, Mr Wong (who was chairing the EGM) addressed the members. He reminded them of Clause 31.3 of the Club's Constitution and gave a 30-minute grace.[20] When the quorum was not met at the end of the 30-minute grace, the claimant took the stage and cancelled the EGM. He said:[21]

---

16 Claimant's AEIC at p.103 at para 6.7.

17 Claimant's AEIC at p.103 at para 6.8.4.

18 Agreed Statement of Facts dated 14 April 2023 at [8].

19 Agreed Statement of Facts dated 14 April 2023 at [8].

20 Agreed Statement of Facts dated 14 April 2023 at [9].

21 Agreed Statement of Facts dated 14 April 2023 at [10].

> Good afternoon everyone. As per the Constitution, because the quorum that is required which is 75% of the 111 who requisition for this EOGM is not met, the meeting is cancelled today. Thank you very much. Thank you very much, have a nice day.

The claimant then departed.

23 After the claimant's departure, the defendant addressed the remaining members:[22]

> Ok, members, my dear friends. **So, you know who we are dealing with, ok? You know? What we are dealing with**. Ok, so now. **They cherry pick the constitution that he can cancel, so he cancel. But because we are law abiding people, we respect the constitution**, you know. Yah, **because you cannot suka suka do things. Not like him ok?** Yeah, so now we need one hundred … people. Ok to please come and sign now and we will immediately requisition for another EOGM, ok? Thank you for coming, sorry to trouble you. **But remember this, he troubled you. You know what I say. Yeah so because he wasn't willing to carry on the meeting and let the members decide**. **Yeah ok. As I said, I call him a coward and I think he is a coward lah. Because let the members decide yeah**. Ok. Yeah, yeah, yeah, yeah so follow, so we just. Those who are behind, who want another EOGM, please standby to sign. Ok, yeah. Thank you.
>
> (emphasis mine)

The aftermath

24 Several media outlets reported on the incident, noting that the opposition faction had labelled the claimant a coward.[23]

---

22 Agreed Statement of Facts dated 14 April 2023 at [11].

23 Claimant's AEIC at [55] and p.152-174.

Procedural history

The first trial

25 I heard the trial on 10, 11, 13 and 14 June 2024. Thereafter, the parties filed their closing and reply submissions. In these initial submissions, the parties focused on the substantive merits of the claimant's defamation claim and the defendant's defence to it:

(a) On 2 August 2024, I received the parties' closing submissions. The claimant's Closing Submissions numbered 114 pages and the defendant's Closing Submissions numbered 72 pages.

(b) On 23 August 2024, I received the parties' reply submissions. The claimant's Reply Submissions numbered 32 pages and the defendant's Reply Submissions numbered 61 pages.

26 As it was not clear what the claimant was claiming in special damages, I issued a Correspondence from Court directing him to clarify the point. On 20 September 2024, his solicitors wrote in stating that the claimant was claiming S$375,262 as special damages, and that the claim was made in his AEIC.

27 As this led to the claimant's claim exceeding the District Court's monetary jurisdiction, I called a case conference on 27 September 2024. In that case conference, the claimant's counsel sought to abandon the excess, whereas the defendant submitted that it was too late for the claimant to do so. Accordingly, I called for further submissions on jurisdiction and the issue of abandonment. These were filed on 11 October 2024.

28 On 7 January 2025, I issued my earlier Judgment—*Terrence Fernandez v Tan Aik Hong Thomas* [2025] SGDC 1. In summary,

(a) I held that I did not have jurisdiction to hear and try the action: see [37] to [85] of my earlier Judgment.

(b) I also held that even if the District Court had the requisite jurisdiction, the claim should be dismissed. Even though the claimant had made out a *prima facie* case of defamation, the defendant would have succeeded in the defence of justification: see [86] to [163] of my earlier Judgment.

The appeal

29 On 29 April 2025, the claimant filed his Notice of Appeal. The appeal was heard on 13 August 2025. On 22 August 2025, the General Division of the High Court issued the HC Judgment – *Terrence Fernandez v Tan Aik Hong Thomas* [2025] SGHC 169.

30 On jurisdiction, the General Division held at [10] that "[g]iven the fact that the claimant made no claim for [special damages] in his Statement of Claim, [I] ought to have dismissed the claim for Special Damages outright. There would therefore have been no need to rule that [I] had no jurisdiction to hear the case."

31 On the substantive merits of the defamation claim, it appeared from [15]-[16] of the HC Judgment that the parties had not "clearly understood" the substantive case and they had made "inadequate submissions" in the appeal. This might have led the General Division to think that "[t]here were no detailed arguments below nor before [the General Division] as to the defences of justification, fair comment, and qualified privilege" and that I had only made "superficial references … as to whether the [defamatory] statements were justifiably made".

32 On this basis, the High Court remitted the case back to me to deal with the merits:

> 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.

The "re-trial"

33 On 3 September 2025, I convened a case conference for the matter. At that case conference, the parties agreed that there was no need for a re-trial, and that the evidence taken on 10, 11, 13 and 14 June 2024 should stand. This made sense given the High Court's holding that I had the jurisdiction to hear the matter from the start. There is thus no reason to disregard the evidence taken at the initial trial of the matter. In the premises, all that was required was for the parties to make further submissions.

34 That said, I was initially concerned about how far I could depart from my initial decision. Accordingly, I called for submissions on the point. These were received on 24 September 2025. Having read them, I am persuaded by the claimant's submissions that it is open to me to reconsider the issues that the High Court had remitted back to me, and to depart from my earlier decision if warranted.

35 On that basis, I directed that further submissions be made. To save time and costs, I also directed that the previous submissions made at the initial trial would be taken as read:

(a) On 24 October 2025, I received the parties' further written submissions.

(b) On 28 November 2025, following the defendant's subsequent request for reply submissions, I received the parties' further reply submissions.

(collectively, the parties' "further submissions")

36 My views are as follows.

Issue 1: Which, if any, of the five statements were defamatory

37 I start with the first issue which the High Court remitted to me—namely, "which, if any, of the five statements were defamatory". These statements were made in the defendant's address (see [23] above). I set out below the statements that the claimant took issue with as pleaded in his Statement of Claim (Amendment No.1) and the actual words that the defendant used in the address:

Statement	Statement of Claim (Amendment No.1)[24]	Address
1.	So you know who we are dealing with. Okay, you know what we are dealing with, okay	So, you know who we are dealing with, ok? You know? What we are dealing with. Ok
2.	So now, the terr (inaudible) read the Constitution that he can cancel, so he cancel	so now. They cherry pick the constitution that he can cancel, so he cancel.

[24] Statement of Claim (Amendment No.1) at [6] and [7].

Statement	Statement of Claim (Amendment No.1)[24]	Address
3.	You know yah because we cannot "suka-suka" do things. Not like him	Yah, because you cannot suka suka do things. Not like him ok?
4.	But remember this, he troubled you. Because he wasn't willing to carry on the meeting and let the members decide	But remember this, he troubled you. You know what I say. Yeah so because he wasn't willing to carry on the meeting and let the members decide
5.	Yah as I said, I call him a coward, and I think he is a coward lah, let the members decide	As I said, I call him a coward and I think he is a coward lah

In considering this issue, I bear in mind the High Court's comment at [18] that calling the claimant a "coward" would not be defamatory unless "it is proved that the use of those words had lowered the reputation of the claimant."

The first statement

38 The first statement is:

> So, you know who we are dealing with, ok? You know? What we are dealing with. Ok

39 The claimant submitted that I should reconsider my decision regarding the first statement and find that it meant the claimant was "someone of ill repute and/or with a notorious background" and therefore "the members ought to be careful of" the claimant.[25] According to the claimant, the first statement "was nothing less than a continuation of the tirade against [him]" when taking the

[25] Claimant's Further Written Submissions dated 24 October 2025 at [15].

entire address as a whole. In particular, the claimant sought to rely on the following "salient circumstances":[26]

(a) that the claimant had exercised his discretion to cancel the EGM;

(b) that a person identifying himself as 'Roger Yap' had addressed the room and claimed that the claimant 'refused to step down' after being 'voted out' at the previous AGM; and

(c) another man identifying himself as the "immediate past president" had cast aspersions on the claimant by:

(i) accusing the claimant of dishonestly taking credit for work done by "[his] team"; and

(ii) reminding the room that SGCC was a "member's club" and then stating that "this is not a proprietary club where someone can go there and make decisions". According to the claimant, this carried the "criticism of unilateral decision making."

40 By contrast, the defendant submitted that I should maintain my decision regarding the first statement.

41 I agree with the defendant's submissions.

42 The first point to note is that the claimant's position is not that the first statement is defamatory in and of itself. Rather, his position is that the first statement must be read in context. I agree. As I held at [98] of my earlier Judgment:

---

[26] Claimant's Further Written Submissions dated 24 October 2025 at [17].

> 98. … I do not agree that the first statement is defamatory when read alone. What is more important is the remaining statements that accompany it.

43 I also agree that the first "salient circumstance" identified by the claimant—the claimant's exercise of his discretion to cancel the EGM—is context that I should consider when interpreting the first statement. It is evident that the claimant's cancellation of the EGM formed the main subject matter of the address (see [23] above) and indeed the statements that the claimant took issue with. I had done so in my earlier Judgement at [99] to [106] before summarising at [107] the defamatory meanings of the statements.

44 However, I do not agree that the remaining "salient circumstances" identified by the claimant should be considered. First, the Rules of Court 2021, O 43 r 3(1) requires the claimant to give particulars of any such facts and matters if he wishes to rely on them:

> Obligation to give particulars (O. 43, r. 3)
>
> 3.—(1) Where in an action for libel or slander the claimant alleges that the words or matters complained of were used in a defamatory sense other than their ordinary meaning, the claimant must give particulars of the facts and matters on which the claimant relies in respect of such sense.

45 However, as the defendant submitted, this has not been done.[27] The claimant cannot now seek to expand his case by reference to matters never pleaded, particularised, or even mentioned during trial. Nowhere in the claimant's Statement of Claim (Amendment No.1) does the claimant refer to any earlier speakers or allege that the first statement was a "continuation of the tirade against [him]". In fact, the claimant did not even refer to these additional "facts and matters" in his AEIC or at trial. Indeed, the defendant was not even

---

[27] Defendant's Further Written Submissions dated 24 October 2025 at [9]-[10].

cross-examined on the point. The relevant part of the claimant's cross-examination of the defendant reads:[28]

> Q: When you said the words, "So, you know who we are dealing with", you referred to the claimant, Terrence, correct?
>
> A Yes.
>
> Q And what you meant was that this claimant was somebody that the members must be careful of, correct?
>
> A Did I say that?
>
> Q What you meant? I'm asking you.
>
> A No.
>
> Q "You know who we are dealing with" has a negative connotation to that sentence. Agree or disagree?
>
> A Everybody knew there they were dealing with the president. So he left. Yeah.
>
> Q Sorry. Can you agree or disagree first?
>
> A Negative connotation, disagree.

46 Under these circumstances, I reject the claimant's new submission that I should consider what earlier speakers may have said when interpreting the first statement. Instead, I rely only on the fact that the address was made after the claimant cancelled the EGM as well as the text of full address to interpret the first statement and the remaining four statements.

The second and third statements

47 The second and third statements are:

> Second statement
>
> so now. They cherry pick the constitution that he can cancel, so he cancel.

---

[28] Notes of Evidence (11 June 2024) p.104 ln 11-24.

Third statement

Yah, because you cannot suka suka do things. Not like him ok?

48 In my earlier Judgment, I had explained why these statements were defamatory and why I was of the view that these statements, taken together, meant that the claimant did not cancel the EGM because it was in the members' interests to do so or for some other justifiable reason. He cancelled the EGM because he could and because he wanted to. Thus, at [101] of the earlier Judgment, I said:

> 101 I agree that these statements are defamatory:
>
> (a) The second statement is defamatory because it means that the claimant had cancelled the EGM unjustifiably. Indeed, the words **"cherry pick the constitution" connotes that the claimant had chosen a provision in the Constitution which best suits him regardless of how the provision ought to have been construed in the proper context**. And the words **"he can cancel, so he cancel" quite clearly connotes that the claimant had cancelled the EGM because he could as opposed to some good reason**.
>
> (b) My view on the second statement is buttressed when one considers the allegation in third statement that the claimant "**suka suka do things". This third statement is also defamatory. It connotes that the claimant did not cancel the EGM for some justifiable reason**. Indeed, I note that the defendant agreed that the third statement meant the claimant is someone who does things at whim and without regard for the members' interests.
>
> (c) Taken together, therefore, the **second and third statements meant that the claimant did not cancel the EGM because it was in the members' interest to do so or for some other justifiable reason. He cancelled the EGM because he could and because he wanted to. This is quite clearly defamatory**.
>
> (emphasis mine)

49 The claimant's further submissions were largely in line with the above.[29]

---

[29] Claimant's Further Written Submissions dated 24 October 2025 at [26]-[32].

50 By contrast, the defendant submitted that the second and third statements simply meant that:[30]

(a) the claimant had chosen to proceed in a manner which best suited him; or

(b) the claimant had chosen to cancel the EGM of his own choice.

51 I accept that the meanings submitted by the defendant formed ***part*** of the meanings of the second and third statements. However, they went further than that. They contained the phrases "cherry pick the constitution", "he can cancel, so he cancel" and "suka suka do things" which bear the negative connotations that I had set out in [101] of my earlier Judgment (and reproduced at [48] above). These phrases clearly imputed improper conduct that goes beyond the defendant's restrictive reading of these statements. Nevertheless, the defendant did not engage with these reasons substantively. Accordingly, I maintain my initial views.

The fourth statement

52 The fourth statement reads:

> But remember this, he troubled you. You know what I say. Yeah so because he wasn't willing to carry on the meeting and let the members decide

53 In this regard, I held at [104] of my earlier Judgment that this statement was defamatory. As I explained:

> 104 I agree that the fourth statement is defamatory because it meant that:

[30] Defendant's Further Written Submissions dated 24 October 2025 at [11].

> (a) the claimant had cancelled the meeting without regard for the members' interests. This is apparent from the phrase "he troubled you"; and
>
> (b) the claimant had prevented the members from voting. This comes across from the words "he wasn't willing to carry on the meeting and let the members decide". Indeed, I note that the defendant himself admitted that he was alleging that the claimant was suppressing the members by not letting them cast their votes.

54 The claimant's further submissions were in line with my views above.[31]

55 The defendant, however, did not substantively address my views above in his further submissions.[32]

56 Accordingly, I maintain my initial views above.

The fifth statement

57 I turn finally to the fifth statement:

> As I said, I call him a coward and I think he is a coward lah

58 In this regard, I have considered [18] of the HC Judgment and remain of the view that the fifth statement is defamatory.

59 In making this decision, I reject the defendant's submission that the fifth statement was mere "verbal abuse" and that the fifth statement "cannot be said to be targeted at the Claimant's office as president, in particular that there was corrupt or dishonest or misconduct of the Claimant."

---

31 Claimant's Further Written Submissions dated 24 October 2025 at [33]-[36].

32 Defendant's Further Written Submissions dated 24 October 2025 at [13]-[14].

60 The defendant's interpretation might have been viable if the statement had been taken in isolation.

61 However, the defendant made the fifth statement in an address (see [23] above) where he criticised the claimant's cancellation of the EGM. Amongst other things, the defendant had alleged that the claimant had "cherry pick[ed] the constitution", "troubled" the Club's members, and "wasn't willing to carry on the meeting and let the members decide". Given this, I maintain my earlier view that the fifth statement is defamatory because it meant that "the claimant was afraid of getting voted out as Club President and therefore had unjustifiably used his powers to cancel the EGM": see [106] of my earlier Judgment.

The defamatory meaning of the five statements

62 For the reasons above and those set out at [87] to [107] of my earlier Judgment, I am of the view that the second to fifth statements bear the following defamatory meaning:

(a) The claimant did not cancel the EGM because it was in the members' interests to do so or for some other justifiable reason.

(b) The claimant cancelled the EGM because he could, because he wanted to, and because he was afraid of getting voted out as Club President.

(c) In so doing, the claimant had acted without regard for the members' interests. He had troubled the members by preventing them from voting at the EGM.

63 As for the first statement ("so, you know who we are dealing with, ok? You know? What we are dealing with. Ok"), I maintain the view that it is not

defamatory when considered alone. Further, having considered the relevant context, I also do not accept that the first statement meant that the claimant was someone "of ill repute and/or with a notorious background". Indeed, nothing in the rest of the address referred to the same. Instead, the remainder of the address simply concerned the cancellation of the EGM. In the circumstances, at the most, I would have found that the first statement meant that the claimant was a person who would cancel the EGM even though there was no justifiable reason to do so, and doing so was against the members' interests because he was afraid of getting voted out as Club President. However, as this was not part of the claimant's case, I do not think it is appropriate to allow the claimant to rely on this interpretation. That said, even if I did, it would have made little difference.

Issue 2: Which defence(s) are being relied upon

64 I turn to the second issue identified in the HC Judgment, namely, which defence or defences are being relied upon. In the earlier trial and the current remitted trial, the defendant relied on the following defences:

(a) the defence of fair comment;

(b) the defence of justification; and

(c) the defence of qualified privilege.

65 In the remitted trial, the defendant raised a new issue—namely, that the claimant's defamation claim in slander is not actionable because he had failed to plead or prove special damage or establish an exception under section 5 of the Defamation Act 1957.

66 Having set out the defences relied upon by the defendant, I turn to the third issue identified in the HC Judgment—namely, which, if any, of the

defences succeeded. I will start by considering whether the claimant's claim is actionable before turning to the remaining defences.

Issue 3A: Whether the claimant's claim in slander is actionable pursuant to section 5 of the Defamation Act 1957

67 It is trite that slander is only actionable on proof of special damage unless it falls within certain exceptions: Doris Chia, *Defamation Principles and Procedure in Singapore and Malaysia* (Lexis Nexis, 2nd Ed, 2024) at p.1. This was not contested.

68 In this case, the HC Judgment makes clear that the claimant had not pleaded or proved special damage.

69 Accordingly, the question before me is whether the claimant can establish one of the exceptions, and in particular, whether section 5 of the Defamation Act 1957 applied because "the offending words were calculated to disparage the claimant in any office, profession, calling, trade or business held or carried on by him at the time of publication". Section 5 reads:

> Slander affecting official, professional or business reputation
>
> 5. In an action for slander in respect of **words calculated to disparage the claimant in any office, profession, calling, trade or business held or carried on by him at the time of the publication**, it shall not be necessary to allege or prove special damage whether or not the words are spoken of the claimant in the way of his office, profession, calling, trade or business.
>
> (emphasis mine)

70 The defendant submitted that section 5 did not apply because the five statements were not directed at the claimant's profession or business. Further, whilst the five statements were made in the context of the EGM, they were not targeted at the claimant's office as president, in alleging corruption, dishonesty

or misconduct.[33] In support, the defendant relied on the Court of Appeal decision in *Jeyaretnam Joshua Benjamin v Goh Chok Tong* [1985-1986] SLR(R) 856 ("*Jeyaretnam CA*").

71 I am not persuaded by the defendant's submission and am of the view that *Jeyaretnam CA* can be distinguished. In that case, the defendant had held a conference with the media at which he said, inter alia, that he was "inclined to believe" that the plaintiff (the secretary-general of the Workers' Party) had engineered an exodus of some two-thirds of the audience who had attended the inauguration of the Singapore Democratic Party, a political party which was friendly to the plaintiff and which had invited the plaintiff as its guest speaker. The plaintiff sued the defendant on the basis that he was disparaged as secretary-general of his political party.

72 The trial judge found that the words complained of were defamatory. The defamatory stings found by the trial judge are set out in *Jeyaretnam Joshua Benjamin v Goh Chok Tong* [1983–1984] SLR(R) 745 at [10]:

> 10 … The sting lay in the suggestion or implication that **the plaintiff took advantage of a gesture of goodwill from the SDP** – a party with which the WP had good relations – on the occasion of the SDP's inauguration **for a purely selfish and self-serving purpose** and engineered or contrived an exodus of a large section of the audience at the inauguration so as **to project himself as the 'boss' and leader of the opposition parties** to the party in power. The words **imputed to the plaintiff dishonourable or discreditable conduct or motive or a lack of integrity and such an imputation in my opinion was defamatory of the plaintiff.**
>
> (emphasis mine)

---

[33] Defendant's Further Written Submissions dated 24 October 2025 at [12].

73 Notwithstanding, the trial judge held that section 5 of the Defamation Act 1957 did not apply because the words complained of were not calculated to disparage him in his office as secretary-general of the Workers' Party.

74 The trial judge's decision was appealed. After tracing the evolution of the law on this issue, the Court of Appeal agreed with the trial judge that section 5 of the Defamation Act 1957 did not apply and that the trial judge "was correct in finding in effect that quite apart from not being calculated to disparage the plaintiff in his office, the words were not actionable because they did not impute to the plaintiff the kind or quality of misconduct which have rendered the words actionable without proof of special damage". Critically, the Court of Appeal held that the alleged misconduct would not have resulted in the plaintiff being deprived of his office. Thus, the Court of Appeal stated at [27]:

> 27 Accordingly, in our judgment L P Thean J was correct in concluding that this action could have been dismissed on the sole ground that the plaintiff, not having alleged or proved special damage as regards his office of honour, namely, that of the secretary-general of the WP, had failed to establish that the words complained of were actionable without proof of special damage. **L P Thean J was correct in finding in effect that quite apart from not being calculated to disparage the plaintiff in his office, the words were not actionable because they did not impute to the plaintiff the kind or quality of misconduct which have rendered the words actionable without proof of special damage**. Looked at another way, we agree, as counsel for the defendant urges, that **the words did not impute to the plaintiff the kind of misconduct which could, or even might, have resulted in the plaintiff being deprived of his office**. **In the context of this case we very much doubt if straight-thinking members of the WP would in all the circumstances have removed the plaintiff as secretary-general for having exploited the SDP inauguration to his and to the WP's political advantage.** We therefore reject this ground of appeal.
>
> (emphasis mine)

75 The present case is different from *Jeyaretnam CA*. In *Jeyaretnam CA*, the Court of Appeal doubted that "straight-thinking members of the WP would in all the circumstances have removed the plaintiff as secretary-general for

having exploited the SDP inauguration to his and to the WP's political advantage." However, as I have summarised at [62] above, the five statements assert that the claimant had exercised his discretion to cancel the EGM to further his own self-interest even though there was no justifiable reason to do so and even though doing so would trouble the members by preventing them from voting. Such conduct, if true, would be precisely the kind that could result in the members voting to remove the claimant from his office as Club President.

76 Accordingly, I hold that the claimant's action in slander is actionable without proof of special damage.

Issue 3B: Whether the justification defence succeeds

77 I turn to the defence of justification.

78 Having re-read the parties' earlier submissions, reviewed their further submissions, and reconsidered the evidence, I remain of the view that the defence of justification is meritorious. I explain.

My earlier views on the defence of justification

79 I had previously found that the defendant would succeed in the justification defence based on the defamatory meanings identified at [107] of my earlier Judgment. My detailed reasoning appears at [109] to [163]. The key findings were that:

(a) the objective evidence supported the defendant's case that the claimant did not cancel the EGM because it was in the members' interests to do so or for some other justifiable reason. In particular, the claimant knew that the decision to cancel or proceed with the EGM was his decision to make. Further, it was not his case that the EGM was

poorly attended or that its results would be unrepresentative. To the contrary, on his own evidence, attendance was good. Furthermore, the claimant would have contemplated that cancelling the EGM would only result in wasting time and costs--the requisitioning members could simply requisition another EGM: see [114]-[123] and [160] of my earlier Judgment.

(b) The matters above, coupled with the claimant's admission that he was keen to be President, supported the defendant's case that the claimant was afraid and did not want to face the outcome of the EGM. Indeed, it did not help the claimant that his cross-examination suggested that he cancelled the EGM for tactical reasons: see [124] and [161] of my earlier Judgment.

(c) The claimant's stated reasons for cancelling the EGM contradicted his past behaviour. According to the claimant, he cancelled the EGM because of his desire to adhere to the Club's Constitution. However, when the Requisition was first received, the claimant personally approved and influenced the General Committee into sending the Acknowledgement Letter, which led to the initial decision not to call the EGM. This contradicted the legal advice received that this would contravene the Club's Constitution: see [128]-[158] and [163] of my earlier Judgment.

The claimant's position

80 In this decision, I will focus on the submissions that the claimant made in his further submissions. Unless necessary, I will not repeat my views on the claimant's earlier submissions as they have already been addressed at [109] to

[163] of my earlier Judgment. In his further submissions,[34] the claimant invited me to reconsider my decision. The claimant submitted that:

(a) The defendant failed to plead the defence of justification adequately. In particular, the claimant submitted that the defendant failed to properly plead to the stings identified by the claimant.[35] Accordingly, the defence should be "rejected for failure to plead justification of the charges particularised [by the claimant]".[36]

(b) The defendant failed to establish that the cancellation of the EGM was unjustifiable.[37]

(c) He (i.e. the claimant) was justified in cancelling the EGM.[38]

81 I am not persuaded.

The defendant had sufficiently pleaded the defence of justification

82 I start with the pleading point. The claimant submitted that he had alleged three stings but that the defendant had only addressed one of them:

(a) The first sting which the claimant accepted the defendant addressed is that the claimant "was afraid and/or lacked courage to allow

---

34 I.e., the Claimant's Further Written Submissions dated 24 October 2025 and the Claimant's Further Reply Submissions dated 28 November 2025.

35 Claimant's Further Written Submissions dated 24 October 2025 at [54]-[62].

36 Claimant's Further Written Submissions dated 24 October 2025 at [57].

37 Claimant's Further Written Submissions dated 24 October 2025 at [63]-[76].

38 Claimant's Further Written Submissions dated 24 October 2025 at [75].

the [EGM] to proceed which could have resulted in a motion being passed removing him as the President of [the Club]."[39]

(b) The second and third stings, which the claimant asserted that the defendant failed to plead to are respectively:

(i) that the claimant "had acted unjustifiably when exercising his discretion to cancel the [EGM]";[40] and

(ii) that "it was a well known fact that the [c]laimant was dishonest/inept and/or evasive in his professional and official capacity".[41]

83 I do not accept the claimant's submissions.

84 First, the claimant's submissions regarding the alleged third sting fail because it was never pleaded. The defamatory meanings that the claimant ascribed to the five statements that he took issue with are set out in his Statement of Claim (Amendment No.1) at [6] and [7]. Nowhere in those paragraphs is it alleged that "it was a well known fact that the [c]laimant was dishonest/inept and/or evasive in his professional and official capacity". The closest that the claimant comes to the point is at [7(a)] of his Statement of Claim (Amendment No.1) where he pleaded that the first statement (i.e. "So you know who we are dealing with. Okay, you know what we are") had the following meaning:

> That the Claimant is someone of ill repute and/or with a notorious background. Therefore, the members ought to be careful of the Claimant.

---

39 Claimant's Further Written Submissions dated 24 October 2025 at [54].

40 Claimant's Further Written Submissions dated 24 October 2025 at [55].

41 Claimant's Further Written Submissions dated 24 October 2025 at [55].

Given that the alleged third sting was not pleaded, even if true, the defendant cannot be faulted for not addressing it in his defence.

85 In any event, the defendant has adequately pleaded that he intended to rely on the defence of justification to all alleged defamatory meanings identified by the claimant. The claimant's alleged defamatory meanings are set out in paragraphs 6 and 7 of the Statement of Claim (Amendment No.1). The corresponding paragraphs of the Defence (Amendment No.1) are:

> ~~17.~~18. If and in so far as the Words in their natural and ordinary meaning bore and/or were understood to bear the meanings set out in paragraph 6 of the SOC, they were true in substance and in fact. The Defendant repeats the particulars set out in paragraph 1~~6~~7 above.
>
> …
>
> 22. Save that 111 members of SGCC requisitioned the EOGM and that the Claimant cancelled the EOGM, the Defendant denies the entirety of paragraph 7 of the SOC and the Claimant is put to proof thereof. The Defendant repeats paragraphs 14 to 20 above.
>
> (strikethroughs in original)

The claimant did not cancel the EGM for any objectively good reason

86 I turn to the claimant's submission that the defendant failed to prove that the claimant had cancelled the EGM unjustifiably. In support, the claimant submitted that:

(a) the defendant failed to establish what a justifiable exercise of the claimant's constitutional discretion would comprise;[42] and

(b) in any event, that the defendant failed to prove that the claimant had acted unjustifiably. In this regard, the claimant submitted that it was insufficient to simply prove that the claimant had acted out of self-

---

42 Claimant's Further Written Submissions dated 24 October 2025 at [63].

> interest.[43] According to the claimant, the defendant had to prove that the claimant had "purely factored in personal considerations when opting to cancel the [EGM]".[44]

87 I am not persuaded by the claimant's submissions even on the threshold that he proposed. Critically, the claimant's submissions ignored the reasons I gave in my earlier Judgment at [114]-[123] for concluding why the defendant had proved that the claimant did not cancel the EGM for any objectively good reason. In particular, the claimant **did not** address the following factual findings and matters:

88 First, as I explained at [115] to [120] and summarised at [160(a)] of my earlier Judgment, it is not the case that the claimant was (or felt) compelled to cancel the EGM. It was common ground that the claimant had the *discretion* to cancel or proceed with the EGM and was not compelled to cancel the EGM under the Constitution. Further, as I noted at [120] of my earlier Judgment, on the claimant's own evidence he knew that the decision to cancel or proceed with the EGM was his decision to make:

> 120. Indeed, it is not the claimant's case that he thought that he was bound to cancel the EGM. On his own evidence, he knew that he had to "decide on whether the meeting should continue or not". When describing why Mr Wong invited him to take the stage, the claimant said:
>
> > So he followed through accordingly and that's why it was---and that's why part of the discussion was if the quorum of the 75% was not met, **he would then call me to do the next step, which is to decide on whether the meeting should continue or not...**
>
> (emphasis mine)

---

43 Claimant's Further Written Submissions dated 24 October 2025 at [64]-[76].

44 Claimant's Further Written Submissions dated 24 October 2025 at [74].

The question is therefore why he chose to exercise his discretion the way he did.

89 Second, as I held at [121] and summarised at [160(b)] of my earlier Judgment, it was difficult to see how the claimant served the members' or the Club's interest by cancelling the EGM. Critically, it was not the claimant's case that the EGM was poorly attended or that its results would be unrepresentative. As I had further noted at [121] of my earlier Judgment, his own evidence was that the attendance of the EGM was good:

> 121. … To the contrary, the claimant testified that the 292 members attending was a "good attendance for a general meeting". That being the case, it is not clear how cancelling the EGM and preventing the members from voting on 8 September 2019 furthered their interests.

90 Third, as I explained at [122]-[123] and summarised at [160(c)] of my earlier Judgment, the claimant would have contemplated that cancelling the EGM would result in a waste of time and costs. The requisitioning members could simply requisition another EGM. I also held that it was difficult to see how the claimant could have thought that the requisitioning members would give up:

(a) The requisitioning members had already demonstrated their persistence. When the Club initially decided not to call the EGM, they did not give up. Instead, they gave notice to, amongst other things, consider and vote on a motion of no confidence at the Club's 62nd AGM, where they were successful.

(b) Furthermore, 80 of the 111 requisitioning members showed up to the EGM. This was 4 members short of the quorum required under Clause 31.3 of the Club's Constitution, a shortfall of less than 3% (i.e., 75% - 80/111 x 100%).

91 I note further that at [75(d)] of the claimant's Further Written Submissions, the claimant admits that he knew that the members' right to requisition another EGM would subsist even if he cancelled the same and that "[a]t most, it was a postponement of the members' right to vote". This buttresses my view that, objectively, cancelling the EGM did not serve the members' or the Club's interests. Rather, all it achieved was to waste the members' time and the Club's costs.

92 Fourth, as I explained at [124] and summarised at [161] of my earlier Judgment, the matters above supported the inference that "the claimant was afraid and/or did not want to proceed with the EGM". The requisitioning members' actions showed that "there was a reasonable chance that the claimant might be voted out if the EGM proceeded." Further, as I stated at [124] of my earlier Judgment, it did not help the claimant that his cross examination suggested that he cancelled the EGM for tactical reasons. This "strengthened the argument that the claimant cancelled the EGM for his own personal interests as opposed to the members' or the Club's interests."

93 Fifth, as I explained at [125] to [126] and summarised at [163(b)] of my earlier Judgment, it did not assist the claimant to submit that the motions sought to be passed were *ultra vires* the Constitution. While I agree that it would have been a good reason to cancel the EGM **if** the claimant had cancelled the EGM believing that the motions were *ultra vires*, this was not the case. This factor did **not** operate on his mind when he cancelled the EGM on 8 September 2019. As I explained at [126] of my earlier Judgment, everyone accepted as correct Lee & Lee's advice and believed that the relevant motions were constitutional. On that basis, a second EGM was convened two months later, on 3 November 2019. As the claimant's Closing Submissions make clear at [29], the claimant only learnt of the inaccuracies of Lee & Lee's advice thereafter:

> 126 However, the claimant did not cancel the EGM because he thought that Lee & Lee's advice was wrong. To the contrary, everyone believed that Lee & Lee's advice was accurate at that point. That was why the Club convened another EGM about two months later on 3 November 2019. As the claimant's Closing Submissions makes clear at [29], the claimant only learnt of the inaccuracy of Lee & Lee's advice after the 3 November 2019 EGM:
>
> > 29. On 3 November 2019, an Extraordinary General Meeting was held and the Claimant was ousted successfully by the Defendant. However, the Honourable High Court in HC/OS 1540/2019 found that the 2nd Extraordinary General Meeting was unconstitutional and reinstated him as President of SGCC. This is notwithstanding that the Club had followed Lee and Lee's advice in the lead-up to the 2nd EOGM. It is thus clear from the aforesaid developments that the General Committee has the prerogative to listen to any and all advice before coming to a decision.

The "*ultra vires* concern" therefore does not assist the claimant in establishing that he cancelled the EGM on 8 September 2019 for an objectively good reason.

94 Given that the claimant had the benefit of my earlier Judgment to understand my specific concerns, I would have expected the claimant to directly and substantively address the same by either providing evidence to contradict my earlier findings or explaining where I had erred. Instead, the claimant chose to simply repeat his previously rejected arguments without any meaningful engagement with my findings. In the circumstances, I hold that the defendant has established, on an objective basis, that the claimant had acted unjustifiably when he cancelled the EGM on 8 September 2019.

95 That said, as I had stated at [129] of my earlier Judgment, the sting of the defendant's defamatory statements goes to the claimant's subjective reasons for cancelling the EGM. It is thus important to examine the considerations that the claimant claims to have acted upon, which I turn to now.

The supposed considerations which the claimant claimed that he acted upon

96 The claimant submitted that he had the following other considerations in mind when he exercised his discretion to cancel the EGM:

(a) That the claimant had acted in accordance with the Club Constitution;[45]

(b) That the initial postponement of the EGM and the subsequent cancellation of the EGM of "was based on proper governance and the Constitution".[46] In particular, the claimant had cancelled the EGM because he wanted "to adhere to the Club's Constitution";[47]

(c) That the claimant's continued presidency represented his supporters' interests, who were present at the EGM;[48]

(d) That it was in the best interest of the Club to cancel the EGM because the requisitioning members failed in their responsibility to show up for the meeting;[49]

(e) That cancelling the EGM did not deprive members of their right to vote. At most, it only postponed the vote to a time when the quorum was met;[50] and

---

45 Claimant's Further Written Submissions dated 24 October 2025 at [75(c)].

46 Claimant's Further Reply Submissions dated 28 November 2025 at [21].

47 Claimant's Further Reply Submissions dated 28 November 2025 at [21]-[24].

48 Claimant's Further Written Submissions dated 24 October 2025 at [75(a)].

49 Claimant's Further Written Submissions dated 24 October 2025 at [75(b)].

50 Claimant's Further Written Submissions dated 24 October 2025 at [75(d)].

(f) That the claimant had been voted in through a proper and legitimate election.[51]

97 I do not accept these submissions.

It misses the point for the claimant to simply assert that he has the discretion to cancel the EGM

98 I start with the claimant's submission that he was acting in accordance with the Club Constitution (see [96(a)] above). This submission misses the point entirely. It is not disputed that the claimant had the discretion to cancel the EGM. The real question was why he exercised his discretion the way he did. Simply saying that he had the power to cancel the EGM under the Club Constitution provides no explanation as to why the discretion was exercised the way it was.

No basis to find that the claimant cancelled the EGM to adhere to the Club Constitution

99 I turn to the claimant's assertion that he cancelled the EGM to adhere to the Club Constitution (see [96(b)] above). Namely, the sixth supposed consideration which the claimant took into account when cancelling the EGM.

100 At [129] of my earlier Judgment, I stated that I would have dismissed the justification defence assuming it were true that this was what motivated the claimant to cancel the EGM. As I said in my earlier Judgment,

> 129 … this result would ensue even if the cancellation was an objectively poor decision … because the sting of the defendant's defamatory statements goes to the claimant's subjective reasons for cancelling the EGM.

---

51 Claimant's Further Written Submissions dated 24 October 2025 at [75(e)].

However, as I found at [130] to [158] of my earlier Judgment (as summarised at [163] of the same), the claimant did not cancel the EGM because he wanted to adhere to the Club Constitution.

101 Having considered the claimant's further submissions, I remain of the same view. I explain.

102 First, the claimant failed to address my observation that the first time that he raised this supposed fidelity to the Constitution was at trial and that this suggested that this supposed consideration was an afterthought made up as his evidence was being tested: see my earlier Judgment at [130(a)]. If this was incorrect, I would have expected the claimant to pinpoint specific references prior to trial where he gave such evidence. This, however, was not done.

103 Second and more critically, the claimant did not adequately address the matters that led to my finding that his supposed fidelity to the Club's Constitution when cancelling the EGM on 8 September **2019** contradicted his earlier conduct. In particular, I had explained at [135] to [158] of my earlier Judgment that the claimant had taken steps the year before, between 8 November **2018** and 11 December **2018**, which resulted in the initial decision not to call the EGM contrary to the legal advice received as to what the Club's Constitution mandated. This contradiction undermined his credibility on this issue severely.

104 Notwithstanding, the claimant simply rehashed his earlier submissions[52] and made bare assertions as to how his "testimony at trial" and the "contemporaneous evidence" showed that "the cancellation was entirely based

---

52 Claimant's Further Written Submissions dated 24 October 2025 at [66(d)].

on the Claimant wanting to adhere to the Club's Constitution". I highlight just two points which I found particularly revealing.

(1) The claimant's failure to address the contradiction with legal advice

105 First, the claimant failed to adequately address my concerns that the initial decision not to call the EGM in 2018 contradicted the legal advice received as to what the Club's Constitution mandated. In this regard, the claimant submitted at [66] of his Further Written Submissions that there was nothing wrong with delaying the calling of the EGM after receiving the Requisition on or around 2 November 2018 so that the Club could do its due diligence.

106 This submission misses the point. I was not concerned about the Club wanting to conduct "due diligence". I was concerned that:

(a) the "due diligence" was conducted by issuing the Acknowledgment Letter (as set out at [12] above and reproduced at [136] of my earlier Judgment); and

(b) the subsequent decision not to call the EGM as set out in the EGM Notice (which is reproduced at [13] above and [138] of my earlier Judgment)

contradicted the legal advice received as to what the Constitution mandated.

107 As I stated at [137]-[138] of my earlier Judgment, the Club had received unequivocal legal advice stating that even if the Club sent a letter requesting the acknowledgement of the requisitioning members, the Club cannot refuse to call the EGM on the basis that fewer than 100 members acknowledged the same.

Despite the clear guidance received, this was precisely what the Club did when it issued the Acknowledgment Letter and the EGM Notice:

> 137 In my judgment, the Acknowledgement Letter contradicted Lee & Lee's advice. Now, I accept the claimant's submission that Lee & Lee did not state that the Club was prohibited from sending a letter to seek the requisitioning members' acknowledgement that they understood and signed the Requisition. **However, the Acknowledgement Letter went further than that. The Acknowledgment Letter made clear that the Club would be discounting requisitioning members who did not return the reply slip. This clearly contradicted Lee & Lee's advice that the Club "cannot refuse to call the EOGM on the basis that less than 100 members acknowledged".**
>
> 138 **Any doubt to the contrary is dispelled by the Club's decision not to convene the EGM.** On 9 December 2018, the claimant instructed Mr Wong to sign off on the notice stating that the Club would ***not*** be convening the EGM. The notice was published two days later, on 11 December 2018. It stated:
>
> > Of the replies received by 12 noon on 5 December 2018:
> >
> > a. 18 members acknowledged that they understood and have signed the letter dated 2 November 2018 requisitioning for an Extraordinary General Meeting for the purposes stated;
> >
> > b. 3 members withdraw their names; and
> >
> > c. 90 members failed to reply*.
> >
> > * As stated in the letter dated 21 November 2018, members had to indicate their reply and return it to the Club by 12 noon on 5 December 2018 **failing which, the Club shall consider that they were not aware that the letter dated 2 November 2018 was to requisition for an Extraordinary General Meeting for the purposes stated.**
> >
> > **In light of the above, the Club will NOT be calling for an EOGM as per Article 30.1 of the Constitution.**
>
> (emphasis mine)

108 Most tellingly, the claimant did not adequately explain the above. Indeed, it has never been the claimant's case that he believed Lee & Lee's advice to be wrong. And notably, the claimant no longer asserts that the issuance of the Acknowledgement Letter (see [12] above and reproduced at [136] of my

earlier Judgment) and the EGM Notice (see [13] above) contradicted the legal advice received as to the operation of the Constitution.

109 Instead, the claimant submitted that "Article 26.2 of the Constitution allows for the Committee to determine all questions relating to SGCC and all questions arising out of or not covered by the Constitution."[53] However, if the claimant was as loyal to the Constitution as he painted himself out to be, it would be difficult to imagine him agreeing to a course of action which he was expressly advised would contravene the Constitution. This brings me to the claimant's role in the initial refusal to call the EGM.

(2) The claimant's role in refusing to call the EGM

110 In my earlier Judgment, I had rejected the claimant's attempt at distancing himself from the decision not to call the EGM for two reasons:

(a) First, I had explained at [151] of my earlier Judgment that given the issue is whether the claimant's actions were consistent with his supposed fidelity to the Constitution. As such, the key question is whether the claimant approved the sending of the Acknowledgement Letter despite thinking that doing so would violate the Constitution. Crucially, as I noted at [152] of my earlier Judgment, the claimant had expressly testified when cross examined that he "personally approved" the wording of the Acknowledgement Letter, and in particular, its last paragraph which set out the consequences of failing to respond:

> 152 In this regard, the evidence clearly shows that this is the case. The claimant testified that he "personally approved" the wording of the Acknowledgement Letter, and in particular, its last paragraph which set out the consequences of failing to respond:

53 Claimant's Further Written Submissions dated 24 October 2025 at [66(d)].

> Q Okay. Can you read out the last paragraph of this letter---of this specimen letter?
>
> A [Reads] "Kindly complete the reply slip below to acknowledge that you understand and have signed on the letter dated 2 November 2018 requisitioning for an Extraordinary General Meeting for the"---above--- "mentioned purposes. **Please return it to us by 12 noon on 5 December 2018 via any of the following methods, failing which, we will consider that you are not aware that the letter dated 2 November 2018 is to requisition for an Extraordinary General Meeting for the"---above---"mentioned purposes."**
>
> Q You as president approved the wording of this letter, correct?
>
> A Yes---
>
> Q Okay.
>
> A ---together with my general committee members.
>
> Q The GC led by you, **but you also personally approved it.** Whose---
>
> **A Yes.**
>
> (emphasis mine)

(b) Second, and in any event, I had at [153]-[157] accepted the evidence of Mr Benjamin Wong (the then Vice President) that the claimant had actively influenced the Club's General Committee into deciding the way it did.

111 Given that the claimant had the benefit of my earlier Judgment to understand my concerns, I would have expected the claimant to directly and substantively address them in his further submissions. However, he did not do so. Instead, the claimant simply repeated in his Further Written Submissions his earlier attempt in his Closing Submissions to blame Mr Daniel Ho for the

decision,[54] despite my express rejection of the same. As such, my view remains unchanged.

No evidential basis for the remaining supposed considerations

112 I turn to the remaining supposed considerations that the claimant submitted he took into account when cancelling the EGM. Namely,

(a) That the claimant's continued presidency represented his supporters' interests, who were present at the EGM (see [96(c)] above);

(b) That it was in the best interest of the Club to cancel the EGM because the requisitioning members failed in their responsibility to show up for the meeting(see [96(d)] above);

(c) That cancelling the EGM did not deprive members of their right to vote. At most, it only postponed the vote to a time when the quorum was met (see [96(e)] above); and

(d) That the claimant had been voted in through a proper and legitimate election (see [96(f)] above).

In my view, there is no evidential basis to find that he had taken any of these supposed considerations into account when deciding to cancel the EGM.

113 First, there is no evidence that the claimant cancelled the EGM because his continued presidency represented his supporters' interests, who were present at the EGM.

---

54 Claimant's Further Written Submissions dated 24 October 2025 at [66(d)] and Claimant's Closing Submissions at [137]-[138].

114 I have no doubt that the claimant's supporters were present at the EGM. However, the claimant did not lead any evidence that he cancelled the EGM because that would further their interests:

(a) His AEIC makes no such reference.

(b) As for the evidence taken at trial, the only reference made by the claimant in his Further Written Submissions (i.e. "Transcript (13 June 2024), page 26 lines 5 to 8") does not support the submission. The reference provided is to the claimant's cross examination of the defendant where the claimant's counsel asked the defendant if he was a supporter of the claimant:

> Q But---okay. Moving on to the next question---actually, you haven't answered my question. Are you ter---a supporter of Terrence, "Yes" or "No", on that day?
>
> A I was there to listen

115 Second, similarly, the claimant has no evidence to substantiate his assertion that he cancelled the EGM because it was in the best interest of the Club to do so.[55]

116 As above, the claimant makes no such claim in his AEIC.

117 I turn to the evidence taken at trial. According to the claimant's Further Written Submissions, the matters which he wanted to rely on to support this contention are set out at [129] of his initial Closing Submissions. That makes various references to the trial transcript. However, none of the references support his claim:

---

[55] Claimant's Further Written Submissions dated 24 October 2025 at [75(b)].

(a) The first reference in [129] of the claimant's Closing Submissions is found at footnote 147. This footnote refers to the claimant's cross-examination where, critically, the claimant does not say that he cancelled the EGM because it was in the best interest of the Club to do so. Instead, he had simply stated that requisitioning members should attend and that cancellation was his discretion:[56]

> Q You should---you can---yes, you may. But you can decide not to cancel and allow the meeting to proceed. Why didn't you not allow the meeting to proceed?
>
> A Because it was incumbent on the 111 requisitionists who put up this EOGM request to show up for a meeting that they called for. So, if they cannot fulfil their requirement, it is my discretion to decide if I wanted to cancel or carry on. But it is provided in the Constitution.
>
> Q Yes. You concede you could have allowed the meeting to can---to proceed?
>
> A It's---it's something that I could have done, yes.

I note further that after the exchange above, the defendant's counsel continued to ask whether it mattered that there were four members short and who would have been prejudiced to allow the meeting to proceed. The claimant provided no substantive answer.[57]

(b) The second reference in [129] of the claimant's Closing Submissions is found at footnote 148. This footnote referred to the defendant's counsel's cross examination of the claimant where he simply stated, without explanation, that he cancelled the EGM after the requisitionists failed to show up and that the requisitionists could

---

56 Notes of Evidence (10 June 2024) p.87 ln 17-27.

57 Notes of Evidence (10 June 2024) p.87 ln 28 to p.89 ln 18.

requisition a second EGM. He did not state that it was in the best interest of the Club to cancel the EGM.

> A So, the requisitionists failed on their part to show up for the EOGM.
>
> Q Yes.
>
> A I went up and I cancelled the meeting.
>
> Q Yes.
>
> A One option that they had was to requisition for a second EOGM---
>
> Q Yes.

(c) The third and fourth references in [129] of the claimant's Closing Submissions are found at footnotes 149 and 150. Both these footnotes referred to one of the claimant's answers in re-examination. Again, the claimant does not assert that it was in the best interest of the Club to cancel the EGM. Instead, he stated that the requisitionists "had to demonstrate ***to [him]*** why they had a lack of confidence in [him]":[58]

> I think **they had to demonstrate to me why they had a lack of confidence in me,** because at that point I still did not have any reason or answer as to---as to that question. So it was--- it was at that point when I was faced with that decision, I took it that the responsibility was on the EOGM requisitioners. So it was personal to me that I made a choice and whatever that outcome is, I would accept.
>
> (emphasis mine)

(d) The final reference in [129] of the claimant's Closing Submissions is found at footnote 151. This footnote referred to a portion of the claimant's counsel's cross-examination of the defendant. In that line of cross-examination, the claimant's counsel asserted that by cancelling the meeting, the claimant was "sending a message … to all

---

[58] Notes of Evidence (11 June 2024) p.8 ln 3-9.

members that 'if you choose to requisition a meeting, you jolly well show up, because otherwise it may be cancelled'" and that this was "good for the club".[59] This line of questioning cannot establish the claimant's motivations. Questions asked by counsel is not evidence of the claimant's state of mind. Notably, the claimant never once asserted that he cancelled the EGM because he wanted to "send a message" to the members. And as seen from the references above, the claimant had multiple opportunities to do so.

118 Next, the claimant mischaracterises the evidence by asserting that he considered the members' continuing right to requisition another EGM when deciding to cancel it.

119 In the line of cross-examination which the claimant relied, the claimant did not say that he had cancelled the EGM assured that he was not permanently denying the members their rights or that he had considered broader implications. Instead, he had simply acknowledged the logical consequence that "because this [EGM] did not go through, [the members] have to call another [EGM]" after the defendant's counsel put the point to him:[60]

> Q Since you cancelled the meeting, there was a strong likelihood that a further EOGM will be called, right? That was within contemplation. Agree?
>
> A Which is what the defendant then went on to do.
>
> Q Yes. My point is---which was within contemplation, agreed?
>
> A Because this fail---
>
> Q Which was within contemplation, agreed?
>
> A Sorry. What does "within contemplation" exactly mean?

---

59 Notes of Evidence (11 June 2024) p. 95 ln 31 to p.96 ln 26.

60 Notes of Evidence (10 June 2024) p. 89 ln 23 to p.90 ln 2.

> Q The members having to call another EOGM.
>
> A Yah. Because this EOGM did not go through, they have to call another EOGM.

120 Likewise, the claimant's submission that he relied on last supposed consideration (i.e. that he was voted in through a proper and legitimate election) when deciding to cancel the EGM rested on a mischaracterisation of the evidence taken at trial.

121 The relevant part of the transcript relied upon was part of the beginning of defendant counsel's cross-examination of the claimant. In that part of the cross-examination, the defendant counsel was simply establishing the background facts. And critically, the claimant makes no assertion that the legitimacy of his presidency influenced his decision to cancel the EGM. No connection was drawn between the claimant's electoral mandate and his decision to cancel the EGM:[61]

> Q Yes. And you secured about 41% of the votes that were cast for president. Am I right?
>
> A Yes. The most number of votes.

122 For completeness, I should note that the claimant also did not identify this as a supposed consideration in his AEIC.

The defendant succeeds in the defence of justification

123 For the reasons set out at [109] to [163] of my earlier Judgment and [77] to [122] above, I find that the defendant has succeeded in the defence of justification for the defamatory meanings set out at [62] above. Namely that:

---

[61] Notes of Evidence (10 June 2024) p.7 ln 14-16.

(a) The claimant did not cancel the EGM because it was in the members' interests to do so or for some other justifiable reason.

(b) The claimant cancelled the EGM because he could, because he wanted to, and because he was afraid of getting voted out as Club President.

(c) In so doing, the claimant had acted without regard for the members' interests. He had troubled the members by preventing them from voting at the EGM.

Given the above, even if I were to allow the claimant to rely on the interpretation at [63] above, I would have also found that the defendant had established that the claimant was a person who would cancel the EGM even though there was no justifiable reason to do so, and doing so was against the members' interests because he was afraid of getting voted out as Club President.

124 Even though my decision on the defence of justification disposes of the entire action, I will set out my brief thoughts on the remaining defences relied upon by the defendant because the High Court had framed the third issue as "which, if any, of the defences succeeded".

Issue 3C: Whether the fair comment defence succeeds

125 This brings me to the defence of fair comment. To succeed, the defendant needs to prove that:

(a) the words complained of are comments, though they may consist of or include inferences of facts;

(b) the comment is on a matter of public interest;

(c) the comment is based on facts; and

(d) the comment is one which a fair-minded person can honestly make on the facts proved.

See *Review Publishing Co Ltd and another v Lee Hsien Loong and another appeal* [2010] 1 SLR 52 ("*Review Publishing*") at [139].

126 The defendant failed to establish this defence. In particular, I am not convinced that the statements in question are comments made on a matter of public interest.

127 The defendant referred me to *Loh Siew Hock and others v Lang Chin Ngau* [2014] 4 SLR 1117 ("*Loh Siew Hock*") for the proposition that a matter will be regarded as one of public interest if it is one that affects people at large so that they may be legitimately interested in what is going on or how they might be affected. I accept this proposition. Indeed, this much is clear from [89]-[90] of *Loh Siew Hock*:

> 89 What constitutes public interest is wide and includes any matter **affecting people at large so that they may be legitimately interested in what is going on or how they might be affected**: *Aaron Anne Joseph v Cheong Yip Seng* [1996] 1 SLR(R) 258 ("*Aaron Anne Joseph*") at [75]. The term "public interest" has been read widely by Denning MR in *London Artists Ltd v Littler Grade Organisation Ltd* [1969] 2 QB 375 at 391 when he held that:
>
> > There is no definition in the books as to what is a matter of public interest. All we are given is a list of examples, coupled with the statement that it is for the judge and not for the jury. I would not myself confine it within narrow limits.
>
> 90 Such matters have been held to pertain not just to matters of national importance, but also **matters in which a significant number of people would have a legitimate interest in** (see *London Artists Ltd and South Hetton Coal Company, Limited v North-Eastern News Association, Limited* [1894] 1 QB 133). Here, the statements concerned the $90m held on trust by CYF. The election of appropriate candidates into the 35th CYA Management Council would be

> important for the safeguarding of the fund. This is a matter that is understandably of concern to the members of CYA. **Given that many clan associations in Singapore run charitable initiatives, it is my view that the statements referred to matters of public interest**.
>
> (emphasis mine)

128 However, the defendant failed to explain why people at large or a significant number of people would have a legitimate interest in the matters that transpired at the EGM. Unlike in *Loh Siew Hock*, where the clan association's charitable activities gave the broader public a legitimate interest in its governance, the defendant has not shown that this Club's internal governance matters affect anyone beyond its own members. The furthest he went was to explain why the matters stated would be of interest to the Club members. Thus, the defendant submitted as follows at:

(a) At [138] of his closing submissions, the defendant submitted:

> 138. The Defendant submits that the EOGM was a matter of public interest. The items on the agenda concerned the General Committee, which is tasked with managing the Club under the Constitution. **The interests of the Club members are at stake here.**
>
> (emphasis mine)

(b) In a similar vein, the defendant submitted as follows in his reply submissions:

> 103. For the element of "public interest", the Claimant argued that the comments were not a matter of public interest because only 80 members (out of the 292 members) were requisitioners. This misses the point. The items on the agenda of the EOGM concerned the election of the General Committee, which is tasked with managing the Club. Under the Constitution, the members of the General Committee were elected by the members of the Club. In that regard, following the principle in *Loh Siew Hock and others v Lang Chin Ngau* [2014] 4 SLR 1117,91 **the Defendant submits that the comments were a matter of public interest to the 292 members present since they may be legitimately**

> **interested in what is going on or how they might be affected.**
>
> (emphasis mine)

129 I am fortified in my view that the limited scope of the defendant's submission does not pass muster by *Gao Shuchao v Tan Kok Quan and others* [2018] SGHC 115 ("*Gao Shuchao*"). In that case, a subsidiary proprietor at a condominium's Annual General Meeting alleged that members of the management council had "deliberately concealed" or "misrepresented" the receipt of payments from defaulting units. The trial judge held that the words in question were defamatory, and this was not challenged on appeal to the High Court. What is critical for present purposes is the High Court's rejection of the subsidiary proprietor's fair comment defence because the comments were not on a matter of public interest. In particular, the High Court did not agree that "the receipt of payments and collection of the Special Levy were matters of concern to other MCSTs and SPs". Instead, it held that these issues "only pertain[ed] to the specific circumstances of this MCST and the [subsidiary proprietors] in question":

> 77 The Court of Appeal has held in *Aaron Anne Joseph & Ors v Cheong Yip Seng & Ors* [1996] 1 SLR(R) 258 at [75] (citing *London Artists Ltd v Littler* [1969] 2 QB 375 at 391) that any matter affecting people at large so that they may be legitimately interested in what is going on or how they may be affected constitutes matters of public interest. **The Appellant argues that the receipt of payments and collection of the Special Levy were matters of concern to other MCSTs and SPs. Nevertheless, the issues at hand only pertain to the specific circumstances of this MCST and the SPs in question. In the premises, the comments are not on a matter of public interest.**
>
> (emphasis mine)

130 I am thus of the view that the defendant failed to establish the public interest element of fair comment. As such, this defence failed.

Issue 3D: Whether the qualified privilege defence succeeds

131 I turn to the defence of qualified privilege. As explained in Doris Chia, *Defamation Principles and Procedure in Singapore and Malaysia* (LexisNexis, 2nd Ed, 2024) at para 11-7, there are two stages to consider when examining the defence of qualified privilege:

(a) First, the defendant has to plead and prove all facts necessary to show that the publication was made on an occasion of qualified privilege.

(b) Second, if the above is established, the defence can still be defeated if the claimant shows that the defendant was actuated by express malice at the time the publication was made.

132 I consider the two stages in turn.

Whether the address was made on an occasion of qualified privilege

133 I start by examining whether the address was made on an occasion of qualified privilege.

134 In *Lim Eng Hock Peter v Lin Jian Wei* [2008] 2 SLR(R) 1004 at [164], the High Court identified four occasions where qualified privilege attached:

> 164 The categories enjoying qualified privilege include the following:
>
> (a) statements made between parties who share a common or mutual interest in the subject matter of the communication;
>
> (b) statements made in the discharge of a legal, social or moral duty;
>
> (c) statements made in the protection of one's own self-interest; and
>
> (d) fair and accurate reports of certain proceedings.

135 The defendant relied on the first two categories. He pleaded that he "had a legitimate duty and/or interest to communicate the [Statements] and/or the matters therein to the members of [the Club], who had a legitimate interest to receive and/or be informed of the same"[62] because the Statements:[63]

> refer to matters which relate to and/or impact the election of the [General Committee] who will lead and guide [the Club] forward which the members of [the Club] have an interest in.

136 The applicable principles are illustrated in *Arul Chandran v Chew Chin Aik Victor* [2000] SGHC 111 ("*Arul Chandran*"). In *Arul Chandran*, the plaintiff ("Arul"), a member of the Tanglin Club, sued the defendant ("Chew"), another member of the Tanglin Club, for the publication of three letters. In the second and third letters, Chew had described Arul as "a vicious and most dangerous fraud". The second letter was sent to the president and committee members of the Tanglin Club. The third letter was sent to the president of the Tanglin Club.

137 The High Court held that the publication of these two letters was protected by qualified privilege because they purported "to raise the issue of Arul's fitness to hold office in the Club". In this regard, the High Court held:

> (a) at [237]-[238] that being a member of the Tanglin Club, Arul's suitability to serve in the Tanglin Club's General Committee was a matter of proper and legitimate interest to Chew:
>
> > 237. **Being a member of the Club, its affairs will naturally be of some legitimate and personal concern to the defendant.** The GC manages the Club's affairs including the Club's finances and the conduct of its members. The M & R is responsible for the proper conduct of its members and for determining whether applicants should be permitted to join

---

62 Defence (Amendment No.1) at [20.5].

63 Defence (Amendment No.1) at [20.3].

> the Club. The plaintiff was elected to the GC in 1997. In 1998, he became its vice-president. Understandably, he would have an influential role to play in the GC and in the management of the Club. With his appointment in 1998 as the chairman of the M & R, he had a prominent role to play in ensuring that the Club members behaved in a proper manner. As such, he would be called upon to take appropriate action against those who did not do so. He would have a large say in determining the suitability of persons joining the Club.
>
> 238. **I have little difficulty accepting the defendant's contention that the plaintiff's suitability to serve in those positions was a matter of proper and legitimate interest to him, and to the president and GC members, who were the recipients of his defamatory publications**.
>
> (emphasis mine)

(b) at [253] that the matter raised was also "a matter of common legitimate concern to both the GC and Club members". As the High Court explained at [253]:

> 253 In my mind, the 2nd and 3rd publications clearly attract the protection of qualified privilege. They **purport to raise the issue of Arul's fitness to hold office in the Club** having regard to what was said of him by Justice Abdul Razak. **That is certainly a matter which, objectively speaking, would and should be a matter of common legitimate concern to both the GC and Club members.** Even if the GC itself is not happy to hear of it, or does not want to entertain it for ulterior reasons best known to itself, the occasion of privilege can still arise as the test is objective.
>
> (emphasis mine)

138 Applying *Arul Chandran*, the defendant's address is covered by qualified privilege. The EGM was called to adopt a motion of no confidence against the claimant and to remove him as Club President. The defendant's address in general (and the Statements in particular), which concerned its cancellation, raised the issue of the claimant's fitness to hold office. Furthermore, the defendant (as a Club member) and the attending Club members had a common and mutual interest in such communication.

139 This was not seriously contested by the claimant. Instead, he argued that the defendant was merely expressing his personal opinion that the claimant was a coward. And as such, neither the defendant nor the attending members had any interest or duty as to the publication or receipt of the same.

140 I am not convinced. No authority has been placed before me to support the contention that the defence of qualified privilege does not apply to personal opinions. Indeed, I note that it has been held that concerns raised by subsidiary proprietor(s) over a fellow subsidiary proprietor's conduct in the annual general meeting about matters concerning the Management Corporation Strata Title has been held to be protected by qualified privilege: see *John Robertson Gillies v Suresh Balan (also known as Sureash Balan)* [2017] SGDC 324 at [74]-[76]. It is thus not clear to me why the defendant's concerns should be excluded in the first stage of the analysis.

141 I further note that it is well established that the focus of the first stage is on the occasion on which the words were published, rather than the words themselves. As the Court of Appeal stated in *Lim Eng Hock Peter v Lin Jian Wei and another and another appeal* [2010] 4 SLR 331 ("*Lim Eng Hock Peter*") at [34]:

> 34 … the legal position is neatly summarised in Halsbury's Laws of Singapore vol 18 (LexisNexis, 2004 Reissue) at para 240.155 as follows:
>
> > 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.

(emphasis mine)

142 I therefore find that the defendant's address was made on an occasion of qualified privilege. I turn to consider whether the claimant established that the defamation was actuated by malice.

Whether malice was established

143 It is well established that the defence of qualified privilege is defeated by malice. In the context of qualified privilege, the court looks at the motive of the defamer. The defence is not available if the defamer does not make the defamatory statement for the purpose of protecting the interest or discharging the duty which gives rise to the privilege: *Basil Anthony Herman v Premier Security Co-operative Ltd and others* [2010] 3 SLR 110 at [60].

144 As explained in Gary Chan Kok Yew, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) at para 13.085, the claimant can establish malice by proving that:

(a) the defendant did not believe that the statement was true or was reckless as to the truth of his statements; or

(b) the defendant's publication was actuated by an improper or ulterior motive.

145 In the present case, the claimant sought to establish the latter. He submitted that the defendant "had acted with malice when he said those words as he had an improper motive which was to oust the [claimant] as the President

of [the Club] and because he had personal spite against the [claimant]".[64] In support, the claimant relied on:

(a) various messages which the defendant sent in a Telegram group chat between 15 July 2019 and 2 August 2019;[65] and

(b) the defendant's admission that his personal wish was for the claimant to be removed.[66]

146 In my judgment, the Telegram messages do show that the defendant held negative views about the claimant and supported his removal as Club President. Amongst other messages, the defendant stated:

(a) On 20 July 2019 at 23:03, and in reference to the vote of non-confidence taken at the 62nd AGM on 30 June 2019 (see [16]-[20] above), the defendant stated:[67]

> My only comment at this time is there are no grounds to nullify the vote of no confidence because a) notice was given under AOB and was thus in the Agenda … He had no case'

(b) On the same day at 23:15, the defendant continued to state:[68]

> We must assume that what we say here will be leaked to the General Committee. It's OK. We are not a clandestine group but a group of concerned members. Just stick with the facts. One of my favourite English idiom is, "Tell the truth and shame the Devil".

---

64 Claimant's Closing Submissions at [203].

65 Claimant's Closing Submissions at [206]-[211].

66 Notes of Evidence (13 June 2024) p.50 ln 2-5.

67 1AB258.

68 1AB258.

(c) On 22 July 2019 at 12:25, the defendant stated:[69]

> Thinking aloud and speaking on myself only, if I had done what they did during my terms as President of SGCC, my parents would have been so ashamed of me. If there had been a Vote of No Confidence against me when I was the President, I would have done the honourable thing and resigned on the spot.

(d) On 2 August 2019 at 21:32, the defendant stated:[70]

> … The President and GC have to go. We want our Family Club back.

147 I also accept that the defendant's preference for removing the claimant as Club President was a motivating factor in making the address (see [23] above). One does not assert that another person "cherry pick the constitution", "suka suka do things", had "troubled" the members, and was "a coward" because of goodwill towards that person. It is also difficult to understand why the defendant would request the remaining members to "please come and sign now and we will immediately requisition for another EOGM" unless the defendant supported the vote of no confidence against the claimant as President and his removal from that position. That was, after all, the point of the 8 September 2019 EGM which the claimant cancelled.

148 However, I am not convinced that the claimant has established malice. To establish malice, it is insufficient to show that the defendant disliked the claimant and knew that the defamatory statement would injure him. It is only where the defendant's desire to comply with the relevant duty or to protect the relevant interest plays no significant part in his motives that express malice can

---

69 1AB268.

70 1AB355.

be found. In *Low Tuck Kwong v Sukamto Sia* [2013] 1 SLR 1016, the High Court quoted at [69] the following passage of *Horrocks v Lowe* [1975] AC 135:

> 69 It is clear from the authorities that in order to defeat the defence of qualified privilege, it is not enough to show that the defendant disliked the plaintiff and knew that the defamatory statement would injure the plaintiff. In this regard, I refer to Lord Diplock's observations in *Horrocks* ([63] supra), where he held (at 149):
>
> > So the motive with which the defendant on a privileged occasion made a statement defamatory of the plaintiff becomes crucial. The protection might, however, be illusory if the onus lay on him to prove that he was actuated solely by a sense of the relevant duty or a desire to protect the relevant interest. So he is entitled to be protected by the privilege unless some other dominant and improper motive on his part is proved. 'Express malice' is the term of act descriptive of such a motive. Broadly speaking it means malice in the popular sense of a desire to injure the person who is defamed and this is generally the motive which the plaintiff sets out to prove. **But to destroy the privilege the desire to injure must be the dominant motive for the defamatory publication; knowledge that it will have that effect is not enough if the defendant is nevertheless acting in accordance with a sense of duty or in bona fide protection of his own legitimate interests.**
> >
> > [emphasis added]
>
> Lord Diplock continued (at 150–151) to hold:
>
> > Judges and juries should, however, be very slow to draw the inference that a defendant was so far actuated by improper motives as to deprive him of the protection of the privilege unless they are satisfied that he did not believe that what he said or wrote was true or that he was indifferent to its truth or falsity. **The motives with which human beings act are mixed. They find it difficult to hate the sin but love the sinner. Qualified privilege would be illusory, and the public interest that it is meant to serve defeated, if the protection which it affords were lost merely because a person, although acting in compliance with a duty or in protection of a legitimate interest, disliked the person whom he defamed or was indignant at what he believed to be that person's conduct and welcomed the opportunity of exposing it.** It is only where his desire to comply with the relevant duty or to protect the relevant interest plays no significant part in his motives for publishing what he believes to be true that 'express malice' can properly be found.

[emphasis added]

149 The law is clear that when ascertaining the defendant's motives, one takes reference to the occasion that attracted the qualified privilege. It is where the purpose is "foreign to the occasion and actuates the making of the statement" that express malice is established. Thus, in *Lim Eng Hock Peter v Lin Jian Wei* [2010] 4 SLR 331 at [40], the Court of Appeal approved the following explanation given by the High Court of Australia in *Roberts v Bass* (2002) 212 CLR 1:

> 75 An occasion of qualified privilege must not be used for a purpose or motive foreign to the duty or interest that protects the making of the statement. **A purpose or motive that is foreign to the occasion and actuates the making of the statement is called express malice.** The term 'express malice' is used in contrast to presumed or implied malice that at common law arises on proof of a false and defamatory statement. Proof of express malice destroys qualified privilege. **Accordingly, for the purpose of that privilege, express malice (malice) is any improper motive or purpose that induces the defendant to use the occasion of qualified privilege to defame the plaintiff.** …
>
> (emphasis mine)

150 Applying these principles, it is difficult to see how express malice can be established. The defendant's negative views about the claimant and his desire for his removal as Club President aligned with the purpose of the cancelled EGM. It would be recalled the EGM was requisitioned specifically to pass and adopt a motion of no confidence against the claimant as Club President and to remove him from that position. As for the defendant's dislike of the claimant, it appeared that this operated alongside the aforesaid interest as opposed to being divorced from it. At the most, the evidence shows mixed motives as opposed to the defendant operating out of personal spite. This is insufficient to defeat the defence of qualified privilege.

Conclusion

151 For these reasons, I dismiss the claimant's claim. Although the claimant has established a prima facie case of defamation, the defendant has succeeded in the defences of justification and qualified privilege. As such, the claimant is not entitled to any of the remedies sought.

152 Parties are to agree on costs. If they cannot, they are to file their costs submissions (limited to 10 pages) within three weeks of this decision.

Ng Tee Tze Allen
District Judge

Luo Ling Ling and Joshua Ho (Luo Ling Ling LLC) for the claimant;
Anthony Lee Hwee Khiam, Wang Liansheng, and Ng Rui Wen (Bih Li & Lee LLP) for the defendant.