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DISTRICT JUDGE
EVANS NG
29 OCTOBER 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 120

Magistrate's Court Originating Claim No 9818 of 2025

Between

Mohamed Rafi Bin Mohamed Kassim

… *Claimant*

And

Cherlyn Ang Kwee Hiang

… *Defendant*

JUDGMENT

[Tort] — [Defamation] — [Defamatory statements]
[Tort] — [Defamation] — [Justification]

Version No 1: 29 Oct 2026 (14:22 hrs)

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Mohamed Rafi Bin Mohamed Kassim
v
Cherlyn Ang Kwee Hiang

[2026] SGMC 120

Magistrate's Court Originating Claim No 9818 of 2025
District Judge Evans Ng
11 August, 14 October 2026

29 October 2026 Judgment reserved.

District Judge Evans Ng:

1 The parties to this defamation action are subsidiary proprietors of units in Yew Tee Residences, a condominium development. Mr Mohamed Rafi Bin Mohamed Kassim ("Claimant") chaired its management council from 2017 until 30 July 2024.[1] Ms Ang Kwee Hiang ("Defendant") succeeded him.

2 On 28 September 2024, an extraordinary general meeting ("EGM") was held pursuant to a requisition under the First Schedule to the Building Maintenance and Strata Management Act 2004 ("Act"). It was attended by subsidiary proprietors, their proxies and representatives of the then management agent, CWL Facilities Management Pte Ltd.

[1] Affidavit of Evidence-in-Chief ("AEIC") of the Claimant, para 5, read with AEIC of the Defendant, paras 5 and 6.

The Defendant's words

3 According to the Claimant, the Defendant spoke the following words at the EGM, which were heard by the attendees:

> Allow me to share, according to the BMSMA (Building Maintenance and Strata Management Act 2004) Section 60/61, any council members should have not any conflict of interest anyone found guilty would be fined $5,000 or imprisonment. From our findings, there are council members who failed to declare. Allow me to ask them, Mr Leo, Mr Richard, [the Claimant], have you all declared a conflict of interest? … Then how about [the Claimant]? … However, we have found out that this AZH has handled several of our project. Are you aware that AZH is related to one of the council members Mr Leo, Mr Richard, [the Claimant]? Are you trying to hide the truth? … According to Bizfile, AZH Engineering and AZH Consultant belong to [the Claimant] ok this is a serious breach of trust and an obvious conflict of interest, is there anything you have to say for yourself? … We also found that there are double standards, misuse of power …

4 The ellipses in the quoted passage appear in the statement of claim[2] and the Claimant's affidavit of evidence-in-chief ("AEIC").[3] They indicate omitted words. Neither party has produced a recording or complete transcript of the EGM. Although unsigned minutes of the EGM were included in the agreed bundle,[4] they were not referred to in the AEICs or at trial. I therefore do not rely on them to identify the omitted words. As the Defendant does not dispute having spoken the quoted words, I shall determine their natural and ordinary meaning without speculating about the omissions. I refer to the quoted passage as the "Defendant's Reproach". It is common ground that "AZH Engineering" referred to AZH Engineering Services ("AZH ES"), a sole proprietorship,[5] and

[2] Statement of Claim ("SOC"), para 8.

[3] AEIC of the Claimant, para 10.

[4] 2 AB 171-185.

[5] 2 AB 143-146.

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"AZH Consultant" referred to AZH Consultant Pte. Ltd. ("AZH CPL"), a company.[6] I shall refer to them as the "AZH Entities".

Natural and ordinary meaning

5 The natural and ordinary meaning of allegedly defamatory words is a question of fact to be determined objectively from the perspective of an ordinary reasonable person who can draw reasonable inferences but is neither unduly suspicious nor avid for scandal: *Low Tuck Kwong v Sukamto Sia* [2014] 1 SLR 639 at [26] and [29]. The words must be considered as a whole and in context, having regard to the overall impression they convey rather than through a minute linguistic analysis of individual expressions: *Review Publishing Co Ltd v Lee Hsien Loong* [2010] 1 SLR 52; *Chan Cheng Wah Bernard v Koh Sin Chong Freddie* [2012] 1 SLR 506; and *Jeyaretnam Joshua Benjamin v Lee Kuan Yew* [1992] 1 SLR(R) 791 at [20]. A distinction must also be drawn between imputations of actual misconduct, reasonable grounds for suspecting misconduct, and grounds for investigating possible misconduct: *Ng Koo Kay Benedict v Zim Integrated Shipping Services Ltd* [2010] 2 SLR 860 at [16]-[17]. All three may be defamatory, but to different degrees.

6 The Claimant takes the position that the Defendant's Reproach bore these natural and ordinary meanings:[7]

(a) The Claimant has breached ss 61 and 62 of the Act.

(b) The Claimant has failed to declare any conflict of interest as he wanted to hide his connection with the AZH Entities.

[6] 2 AB 194-198.

[7] SOC, para 9.

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(c) The Claimant has abused his power and position as the chairperson of the management council to benefit himself by awarding contracts to entities related to him.

(d) The Claimant was dishonest and cannot be trusted.

(e) The Claimant has misused his power.

7 I find that the Claimant's pleaded meanings are excessive in certain respects. The Defendant's questions — "[H]ave you all declared a conflict of interest?", "Are you trying to hide the truth?" and "[I]s there anything you have to say for yourself?" — were accusatory. Her references to a "serious breach of trust", an "obvious conflict of interest", and "misuse of power" also suggested serious impropriety. But the words did not convey that the Claimant had deliberately concealed his interests in a dishonest scheme to enrich himself by procuring contracts for the AZH Entities. Those additional imputations would involve particular acts and a dishonest motive that went beyond the natural and ordinary meaning of the Defendant's Reproach.

8 I also reject the pleaded meaning that the Claimant was accused of breaching ss 61 and 62 of the Act. The Defendant referred to ss 60 and 61, not s 62, which concerns share values. It was obviously pleaded by mistake. I shall therefore consider the allegation by reference to ss 60 and 61. Although the Defendant mentioned statutory penalties, an ordinary reasonable listener would not know the elements of the offences under those provisions. The substance of the allegation was that the Claimant had failed to comply with his duties concerning conflicts of interest and had misused his position, rather than that he had committed specific statutory offences.

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9 A court may find a less defamatory meaning than that pleaded, provided that it is not substantially different from the pleaded allegation: *Review Publishing Co Ltd v Lee Hsien Loong* [2010] 1 SLR 52 at [118]-[131]. I find that the Defendant's Reproach conveyed that: (a) the Claimant was connected with the AZH Entities, which had undertaken projects for the management corporation; (b) he had failed to properly disclose or manage the resulting conflict of interest; and (c) he had misused his council position in connection with those projects. These imputations were defamatory because they alleged breaches of his governance responsibilities and an improper exercise of the powers entrusted to him. They did not, however, accuse him of procuring the relevant contracts as part of a scheme of concealment and self-enrichment.

Justification

10 The Defendant relies on the defence of justification. She must prove, on a balance of probabilities, that the defamatory sting is true or substantially true, but need not prove the literal accuracy of every detail: *Aaron Anne Joseph v Cheong Yip Seng* [1996] 1 SLR(R) 258 at [73]. However, the imputation proved must correspond to the defamatory meaning found by the court; proving a materially less serious allegation will not suffice: *Chan Cheng Wah Bernard v Koh Sin Chong Freddie* [2012] 1 SLR 506 at [43]-[44]. I therefore consider whether the allegations identified at [9] above are substantially true.

11 Under s 58(1) of the Act, a council's decision on a matter other than a restricted matter is the decision of the management corporation. Its functions include deciding whether to engage contractors and service providers. In performing such functions, council members owe fiduciary duties analogous to those of company directors: *Fu Loong Lithographer Pte Ltd v Mok Wing Chong* [2018] 4 SLR 645 at [222]. A fiduciary must act loyally, avoid conflicts between

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duty and personal interest, and refrain from obtaining unauthorised profits: *George Bray v John Rawlinson Ford* [1896] AC 44 at 51-52. Importantly, a fiduciary cannot buy from or sell to his principal without proper authorisation following full disclosure: *Wright v Morgan* [1926] AC 788. These duties are prophylactic and designed to guard against conflicts of interest. Remedies awarded for breach are therefore deterrent, and do not depend on proof of actual loss suffered by the principal.

12 The Act also imposes statutory duties. Under s 60(1), a council member with a direct or indirect pecuniary interest in a matter before a council or management corporation meeting must declare that interest and abstain from its consideration, discussion and voting, subject to ss 60(2) and 60(3). Section 60(3) permits a general notice concerning future contracts if it specifies the nature and extent of the member's interest and complies with s 60(4). Sections 60(5) and 60(6) require the disclosure, at the first applicable council meeting, of offices or property giving rise to possible conflicts. Under s 60(8), an immediate family member's interest is treated as the council member's own. Section 61(1) requires council members to act honestly and diligently, while s 61(2) prohibits them from using their positions to gain an advantage for themselves or others, or to cause detriment to the management corporation. I apply the statutory provisions in force at the material times.

13 The Claimant's connections with the AZH Entities are not disputed. AZH ES was registered as a sole proprietorship on 8 February 2001. The Claimant owned it from 7 February to 28 March 2001, after which his wife[8] became its owner.[9] Her interest was attributable to him under s 60(8) of the Act.

[8] 2 AB 214-215.

[9] 2 AB 143-146.

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AZH CPL was incorporated on 3 July 2008.[10] The Claimant has been a director and a 50% shareholder since its incorporation. His interests in both entities were relevant to his fiduciary and statutory duties.

14 It is undisputed that the AZH Entities provided services to the management corporation between 2020 and 2024 and received payments. The invoices below establish repeated engagements for services including temperature-taking during the COVID-19 pandemic, plumbing repairs, and the repair and installation of doors. It is unnecessary to determine whether each invoice represents a separate contract.

No.	Issuer of invoice	Date of invoice	Amount invoiced
1	AZH CPL	4 May 2020	$930.00[11]
2	AZH CPL	11 May 2020	$560.00[12]
3	AZH CPL	1 June 2020	$1,760.00[13]
4	AZH CPL	16 June 2020	$1,200.00[14]
5	AZH CPL	16 June 2020	$1,860.00[15]
6	AZH CPL	16 August 2020	$1,980.00[16]

[10] 2 AB 194-198.

[11] 2 AB 12.

[12] 2 AB 14.

[13] 2 AB 20.

[14] 2 AB 22.

[15] 2 AB 24.

[16] 2 AB 34.

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7	AZH CPL	16 September 2020	$1,860.00[17]
8	AZH ES	16 October 2020	$1,700.00[18]
9	AZH ES	18 November 2020	$1,740.00[19]
10	AZH ES	7 December 2020	$150.00[20]
11	AZH ES	17 December 2020	$1,200.00[21]
12	AZH ES	17 January 2021	$1,400.00[22]
13	AZH CPL	17 February 2021	$1,160.00[23]
14	AZH CPL	8 March 2021	$640.00[24]
15	AZH ES	16 June 2023	$960.00[25]
16	AZH ES	28 August 2023	$410.00[26]
17	AZH ES	7 September 2023	$410.00[27]
18	AZH ES	11 September 2023	$410.00[28]

[17] 2 AB 40.

[18] 2 AB 50.

[19] 2 AB 56.

[20] 2 AB 58.

[21] 2 AB 60.

[22] 2 AB 67.

[23] 2 AB 73.

[24] 2 AB 81.

[25] 2 AB 103.

[26] 2 AB 120.

[27] 2 AB 124.

[28] 2 AB 132.

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19	AZH ES	11 January 2024	$600.00[29]

15 Upon his appointment to the management council in each relevant year, the Claimant signed a declaration of interest under s 60 of the Act. The declarations, dated 31 July 2019,[30] 26 September 2020,[31] 7 August 2021,[32] 6 August 2022,[33] 19 July 2023[34] and 30 July 2024,[35] contained materially identical wording. Each was accompanied by a reproduction of s 60 for the Claimant's reference and signed before a witness. The operative part stated:

> **DECLARATION OF INTEREST UNDER SECTION 60 OF [THE ACT]**
>
> I, [the Claimant] of [Claimant's address] do solemnly and sincerely declare as follows:
>
> a) that, to the best of my information, knowledge and belief, I have no actual or potential conflict of interest regarding the delivery of the services under the contract between the Management Corporation and all the service providers; and
>
> b) I will inform the Secretary of the Management Corporation of any actual or potential conflict of interest should it arise.
>
> And I make this solemn declaration by virtue of Section 60 of [the Act] and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.
>
> [Claimant's signature]

[29] 2 AB 136.

[30] 2 AB 8-10.

[31] 2 AB 42-44.

[32] 2 AB 87-89.

[33] 2 AB 95-97.

[34] 2 AB 113-115.

[35] 2 AB 140-141.

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> **Declared at 1st Council Meeting of the [...] Management Council, on [...]**
>
> Before me,
>
> [Witness's signature]
>
> [Bold in original]

None of these declarations disclosed the Claimant's interests in the AZH Entities. From September 2020 onwards, his declarations that he had no actual or potential conflict of interest concerning service providers were inconsistent with those interests and the AZH Entities' dealings with the management corporation. There is no evidence of declarations made in 2017 or 2018.

16 On 3 March 2021, the Claimant emailed Mr Richard Rajasekaran S/O Vinient ("Mr Rajasekaran"), then the council's secretary, a declaration concerning his interest in AZH CPL. It stated:

> Dear Richard,
>
> Council Secretary MCST3516
>
> This is my declaration pursuant to section 60 of the BMSM-Act, as I was not been made aware that holding shares in AZH Consultant Pte Ltd, there was a need for such declaration. Now that it was clearly made know to me by the MA I hereby;
>
> make this solemn declaration by virtue of Section 60 of the Building Maintenance Strata Management Act that I have shares in AZH Consultant Pte Ltd. Therefore, to avoid any potential conflict of interest, with immediate effect will abstain from all procurement activities related to the services provided by AZH Consultants to MCST.
>
> Best regards
>
> Md Rafi BMK
>
> Chairman

17 The email did not specify the extent of the Claimant's shareholding or disclose his directorship in AZH CPL. It therefore did not satisfy s 60(3), which requires a general notice to specify the nature and extent of the member's

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interest. Further, the email was not given at a council meeting under s 60(4)(*a*). Section 60(4)(*b*) required the Claimant to take reasonable steps to ensure that it was brought up and read at the next meeting. Mr Rajasekaran stated that he forwarded the email to the then-treasurer of the council, Ms Airin Yacup ("Ms Yacup").[36] But because Ms Yacup was not called to testify, the evidence does not reveal what further steps, if any, were taken to bring the email to the attention of the other council members. On the other hand, Mr Yeow Lai Yew, who served as a council member with the Claimant for several terms until 28 September 2024, testified for the Claimant and stated with admirable candour that he has "no knowledge whatsoever of any relationship between [the Claimant] and the [AZH Entities]".[37] This indicates that the information in the email was not disseminated to the other council members. In any event, the email's failure to comply with s 60(3) rendered it ineffective as a general notice. Moreover, the purported declaration was made belatedly on 3 March 2021, after AZH CPL had issued at least eight invoices. Even if effective, it could not retrospectively satisfy the Claimant's disclosure obligations concerning the previous contracts.

18 The Claimant made no declaration identifying his wife's ownership of AZH ES or his resulting interest under s 60(8). I therefore find that the Defendant has proved that the Claimant failed to properly disclose his interests in both AZH Entities as required by s 60 and his fiduciary duties.

19 The evidence also establishes the Claimant's involvement in the AZH Entities' dealings with the management agent. RealtyLink Consultancy Pte Ltd was the management agent from around August 2019 to July 2023. Its

[36] AEIC of Richard Rajasekaran S/O Vinient, para 20.

[37] AEIC of Yeow Lai Yew, para 14.

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representative, Mr Siar Beng Ong ("Mr Siar"), stated in his AEIC that he approached the AZH Entities for quotations without the Claimant's involvement.[38] That, however, was untrue since he admitted under cross-examination that the Claimant was the only person from those entities with whom he dealt.[39] Mr Siar added during re-examination that the Claimant had given him quotations from the AZH Entities.[40] This proves the Claimant's involvement in their dealings with the management agent, although it does not prove that he personally procured the award of every contract.

20 Above all, on 15 June 2023, the Claimant, then the council's chairperson, voted by email in favour of awarding a contract to AZH ES. Mr Siar recorded the Claimant's vote,[41] which the Claimant does not dispute, even though the Defendant highlighted it in her AEIC[42] and oral testimony.[43] By participating in a decision benefiting his wife's business without having properly disclosed his interest, the Claimant acted in conflict with his fiduciary duties. Although the email vote does not necessarily establish a breach of s 60(1)(*b*), which concerns voting at a meeting, it supports the allegation that he misused his council position. It is unnecessary to determine whether his conduct also constituted an offence under s 61(2).

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[38] AEIC of Siar Beng Ong, para 15.

[39] NE, 11 August 2026, 65/12-27.

[40] NE, 11 August 2026, 67/11-12.

[41] 2 AB 99-101.

[42] AEIC of the Defendant, paras 24-25.

[43] NE, 11 August 2026, 107/26-31.

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Conclusion

21 The Defendant has substantially justified the imputations identified at [9] above. The Claimant's connections with the AZH Entities and their engagements by the management corporation are undisputed. Although AZH ES belonged to his wife rather than to him, her interest was attributable to him under s 60(8). The evidence establishes that he failed to properly disclose his interests in both entities, provided quotations from them to the managing agent, and participated in at least one decision to award work to AZH ES. These facts substantially justify the allegations of an undisclosed conflict of interest, misuse of his council position and serious breach of his governance responsibilities. The Defendant need not prove that the Claimant procured every contract or engaged in a deliberate scheme of concealment and self-enrichment, as those imputations were not conveyed by the Defendant's Reproach.

22 The defence of justification succeeds. I dismiss the claim and shall hear the parties on costs.

Evans Ng
District Judge

Quek Liuyong Uthai and Navin Kumar S/O Tamil Selvan (I.R.B. Law LLP) for the claimant;
Roche Eng Keng Loon (R. E. Law LLC) for the defendant.

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