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DISTRICT JUDGE TAY JINGXI
9 MARCH 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 33

Magistrate Court Originating Claim No 8617 of 2023

Between

Broadley Engineering Pte Ltd

… *Claimant*

And

1. Award Engineering Pte Ltd
2. Wo Sui Moy

… *Defendants*

JUDGMENT

[Contract – Misrepresentation – Fraudulent]
[Contract – Misrepresentation – Action for rescission]
[Landlord And Tenant – Agreements for leases]
[Landlord And Tenant – Rent and service charges]
[Tort – Conspiracy]
[Tort – Misrepresentation – Fraud and deceit]
[Tort – Negligence – Duty of care]

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Broadley Engineering Pte. Ltd.
v
Award Engineering Pte. Ltd. & Anor

[2026] SGMC 33

Magistrate Court Originating Claim No 8617 of 2023
District Judge Tay Jingxi

16 July 2025, 4 August 2025, 20 January 2026

9 March 2026 Judgment reserved.

District Judge Tay Jingxi:

A Introduction

1 Broadly Engineering Pte Ltd ("**Broadly**"), the Claimant, owned commercial premises located in a multi-floor unit within The Splendor, Singapore (the "**Property**"). At all material times, Broadly was represented by and acted through its director, Mr Govindaraju Elanthiriyan ("**Mr Roy**").[1]

2 On or around 23 September 2022, the 1st Defendant, Award Engineering Pte. Ltd. ("**Award**"), signed a Letter of Intent with Broadly in respect of a potential lease of the Property ("**LOI**").[2] At all material times, Award was

[1] Mr Roy's Affidavit of Evidence-in-Chief ("**AEIC**") at [1].

[2] Agreed Bundle of Documents ("**AB**") at 9.

represented by and acted through its Executive Director, Benjamin Ng Lai Hoong ("**Mr Ng**").[3]

3 Thereafter, Broadly and Award entered into a Lease Agreement dated 11 October 2022 for a two-year lease of the Property (the "**LA**").[4]

4 Ms Wo Sui Moy ("**Ms Wo**"), the 2nd Defendant, brokered the entire transaction. Ms Wo was at all material times a registered real estate salesperson registered with the estate agent C&H Properties Pte Ltd ("**C&H**").[5] Broadly accepts that it had engaged Ms Wo to act as a "property broker" on its behalf for the letting out of the Property, but denies that created an agency relationship.[6] In this regard, Broadly signed two documents with Ms Wo and/or C&H (as the case may be):

(a) A Customer's Particulars Form dated 26 September 2022 (the "**CP Form**").[7]

(b) A Commission Statement (Non-Residential Lease-Landlord) dated 24 December 2022 (the "**Commission Statement**").[8]

5 On 7 November 2022, Mr Ng, on behalf of Award, attempted to register the Property as a residential address/dormitory for his migrant foreign workers

[3] Mr Ng's 1st AEIC at [1].

[4] AB at 15 to 35.

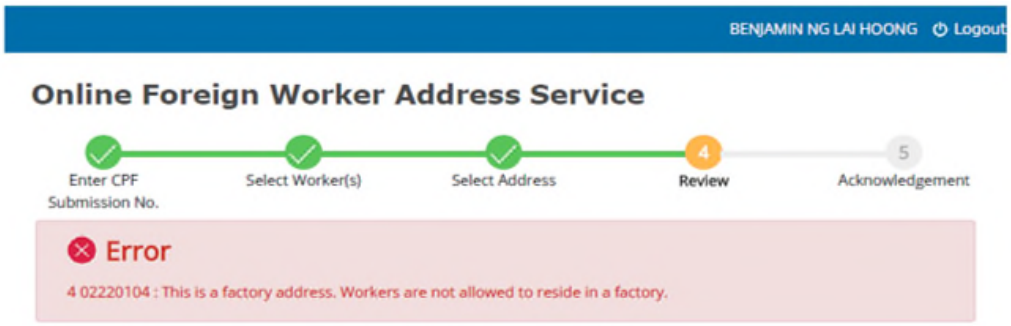
[5] Ms Wo's AEIC at [4].

[6] AB at [6] to [7].

[7] AB at 213.

[8] AB at 214.

on a portal operated by the Ministry of Manpower ("**MOM**").[9] He was unable to do so; the error message he received on the MOM's portal explains why:[10]



6 Award claims that Ms Wo, in her purported capacity as Broadly's property *agent* (in the legal sense), represented that the Property was an "approved dormitory" to Award before parties entered into the LOI and the LA.[11] I will examine the meaning of this phrase "approved dormitory" later on in this judgment. For present purposes, it suffices to say that Ms Wo admits to informing Award via a WhatsApp message on 21 September 2022 that the Property was an "approved dormitory".[12] However, Ms Wo contends that Mr Roy had told her that the Property was in fact an approved dormitory, and that she had merely conveyed this information to Award.[13]

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[9] Mr Ng's 1st AEIC at [63] to [65].

[10] Mr Ng's 1st AEIC at [65].

[11] Award's amended Defence and Counterclaim ("**1AD&CC**") at [29] to [30].

[12] Ms Wo's AEIC at [12] to [14].

[13] Ms Woy's AEIC at [11] and [14].

7 Parties agree that the Property was, at all material times, not approved by the relevant authorities for use as a dormitory for foreign workers under the applicable legislation.[14]

8 Following Mr Ng's discovery on 7 November 2022, parties' relationship deteriorated. According to Award, it vacated the Property by 1 January 2023 (i.e., during the term of the lease).[15] On or around 12 May 2023, Broadly re-entered the Property by changing the locks to the premises and conducted an inspection of the same.[16]

B Summary of parties' cases

9 On 5 December 2023, Broadly sued Award for the following reliefs:

(a) Unpaid rent for January to March 2023, and pro-rated for 1 to 4 April 2023, totalling $43,866.67 (**$47,367** including GST);[17]

(b) Contractual interest at the rate of 1.5% per month on outstanding rent up to the date of payment;[18] and

(c) Damages to be assessed, presumably for the other breaches of the LA by Award (including property damage).[19]

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[14] AB at [10].

[15] 1AD&CC at [11] at s/n 4 and [41].

[16] AB at [21].

[17] Statement of Claim ("**SOC**") at [11] and [23(1)].

[18] SOC at [12] and [23(2)].

[19] SOC at [18] to [23] and [23(3)].

10 On 15 January 2024, Award filed its Defence to the SOC and Counterclaim ("**1D&CC**") against both Broadly and Ms Wo (as third party at the time). By Order of Court issued on 1 April 2024 (in MC/ORC 1400/2024), Ms Wo was added as co-defendant in the main action, and the third-party proceedings taken out by Award against Ms Wo were discontinued. The reliefs Award seeks in both its 1D&CC and Amended 1D&CC ("**1AD&CC**") remain substantially the same, save for the parties against whom the reliefs were sought. In gist, Award relies on the torts of misrepresentation and unlawful means conspiracy, as well as a claim in breach of contract, to seek the following reliefs as against Broadly and Ms Wo[20]:

(a) Rescission of the LA;

(b) In the alternative to rescission, damages in lieu of rescission;

(c) A declaration that Broadly has unlawfully retained, set-off, and/or otherwise enjoyed the benefit of the Security Deposit of **$28,000** Award had paid to it under Clause 2(1) of the LA (the "**Deposit**"); and that Broadly is to return the entirety of the Deposit to Award forthwith;[21] and

(d) Damages.

11 On 26 July 2024, Broadly filed an amended SOC ("**ASOC**") seeking the same reliefs set out at [10] above from both Award *and* Ms Wo, and, plus a

[20] 1AD&CC at [48], header D.

[21] AB at [15].

declaration that Ms Wo must indemnify Broadly against Award's counterclaim.[22]

C Issues

12 There are several key issues which I must address:

(a) Was Ms Wo Broadly's agent for the rental transaction involving Award and the Property?[23] ("**Issue 1**")

(b) Did Ms Wo represent to Award that the Property's fourth floor (**"Level 4**") was an "approved dormitory"?[24] If so, is Ms Wo liable for fraudulent, negligent, or innocent misrepresentation *vis-à-vis* Award?[25] ("**Issue 2**")

(c) Did Ms Wo breach her duty of care to Broadly?[26] Further, or in the alternative, did Ms Wo breach a term of her contract with Broadly?[27] ("**Issue 3**")

(d) Is Broadly liable for fraudulent, negligent, or innocent misrepresentation *vis-à-vis* Award?[28] ("**Issue 4**")

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[22] ASOC at [23(7)].

[23] 1AD&CC at [3] and [5E]. Broadly's Defence to Counterclaim ("**CDTCC**") at [2]. Ms Wo's amended Defence ("**Amended 2D**") at [4] to [5] and [8] to [9].

[24] 1AD&CC at [43] to [46].

[25] 1AD&CC at [43] to [46]. Ms Wo's amended Defence to Counterclaim ("**2ADTCC**") at [14] to [15].

[26] ASOC at [22B] to [22E]. Amended 2D at [39] to [41] and [22E].

[27] ASOC at [3B], [22B] to [22E].

[28] 1AD&CC at [43] to [46].

(e) Did Broadly breach the LOI and/or LA by failing to provide Award with an approved dormitory?[29] ("**Issue 5**")

(f) Did Award breach the LA by failing to pay rent for January 2023 to 4 April 2023?[30] Consequently, does Award owe Broadly contractual interest on these sums at the rate of 1.5% per month?[31] ("**Issue 6**")

(g) Did Award breach the LA by, *inter alia,* failing to keep the Property in good and tenantable condition? Relatedly, is Broadly entitled to retain the Deposit?[32] ("**Issue 7**")

(h) Are Broadly and Ms Wo liable for unlawful means conspiracy to defraud and/or cause loss to Award?[33] ("**Issue 8**")

(i) Did Broadly or Award, as the case may be, fail to mitigate their losses? ("**Issue 9**")

D Preliminary issue of jurisdiction

13 Simply for the avoidance of doubt, I deal with what appeared to be a jurisdictional issue before moving on to the substantive claims. As stated at [9] above, Broadly sought, in its pleadings, $47,367 in unpaid rent, contractual interest to be applied on that sum, and damages to be assessed for Award's alleged breaches of the LA. In closing submissions, Broadly sought a total of

[29] 1AD&CC at [12b] and [40]. CDTCC at [32].

[30] ASOC at [11].

[31] ASOC at [12].

[32] ASOC at [18] to [20].

[33] 1AD&CC at [47] to [48].

$82,019.[34] In other words, Broadly appeared to have quantified the damages to be assessed as being the sum of $34,652.

14 Given that the limit of the Magistrate's Court's monetary jurisdiction is $60,000 (see Section 2 read with Section 52(1A)(b) of the State Courts Act 1970 ("**SCA**")), I called for further submissions from all parties and a Trial Case Conference on 20 January 2026 ("**TCC**") for parties to address this point. Parties duly filed their submissions and orally addressed me at the TCC. In summary, all three parties took the view that the claim remained within the Magistrate Court's jurisdiction, albeit for different reasons.

15 Having considered parties' written and oral submissions, I am satisfied that Magistrate's Court has jurisdiction to hear and try this claim. The primary reason I rely on is that Broadly's claim, as pleaded, effectively involves a "net amount" of $54,019 after setting-off $28,000 worth of alleged losses from the Deposit.[35] This is set out in [22] of the ASOC, wherein Broadly committed to the position that the "total quantum of its loss is around $54,012.09 (after deduction from the Security Deposit)". Broadly subsequently clarified that it did not intend to depart from its pleaded case insofar as the deduction of the Deposit was concerned.[36] Essentially, Broadly takes the position that the sum of $28,000 does not form part of the sum claimed because the deduction from the Deposit has already been effected. It is Award's counterclaim for the Deposit that puts the Deposit in issue. Thus, it now seems to me that the potential

[34] CCS at [17], [23], [25], [27], and [29].

[35] ASOC at [22].

[36] Broadly's Submissions on Jurisdiction ("**CSOJ**") at [4] to [5].

jurisdictional issue thrown up by the CCS arose from a lack of clarity in drafting[37] rather than an intention to claim a sum above $60,000.

16 For completeness, I deal with the sum of $63,704.40 sought in the counterclaim[38], which obviously exceeds the monetary jurisdiction of the Magistrate's Court. Arising from my finding that the claim falls within this Court's jurisdiction, and given that no party has made any application to transfer the counterclaim or the whole of the present proceedings to the District Court pursuant to s. 54F(1) SCA, I have jurisdiction to try the present proceedings pursuant to s. 54F(4) SCA.

17 I therefore proceed to consider the claim and the counterclaim on their merits.

E Issue 1 - Was Ms Wo Broadly's agent for the rental transaction involving Award and the Property?

18 Given Award's counterclaim, Broadly now finds itself potentially liable to Award for representations made by Ms Wo to Award if she is found to have made them in her capacity as Broadly's agent. Broadly only accepts that Ms Wo was its "property broker" in relation to the rental of the Property, but denies that she was its agent in the legal sense.[39] In addition, Broadly argues that Ms Wo was not at any point clothed with express, implied actual, or apparent authority (see Tan Cheng Han *S.C.*, *The Law of Agency,* 2nd ed. (Academy Publishing, 2017) ("***The Law of Agency***") at [3.014], [3.027], [3.015], [05.020], and

[37] CSOJ at [7].

[38] 1AD&CC at [42].

[39] ASOC at [22A].

[05.035]) to tell potential tenants that Level 4 was an approved dormitory for immediate occupation by foreign workers.[40]

19 In contrast, both Award and Ms Wo take the position that Ms Wo was at all material times Broadly's agent in the legal sense.

(a) Award pleads that Ms Wo was, *inter alia,* Broadly's agent,[41] but does not address the legal basis for this assertion in its submissions.

(b) Ms Wo's appears to be arguing that the Commission Statement created an express principal-agent relationship between Broadly and herself.[42] She further argues, in reliance on *Singapore Salvage Engineers Pte Ltd v North Sea Drilling Singapore Pte Ltd* [2016] SGHC 5 ("***SSE***") at [13], that she had implied authority from Broadly to communicate that Level 4 was an approved dormitory.[43] Alternatively, Ms Wo argues that Broadly had affirmed her authority as agent to communicate the above information relating to Level 4 when Mr Roy signed the LOI (which "referred to an approved dormitory").[44]

20 At the end of my analysis, I find that a principal-agent relationship existed between Broadly and Ms Wo based on an express agreement, and that this agreement's terms and Ms Wo's role as a real estate salesperson gave her implied actual authority to make representations about the Property's

[40] Broadly's Closing Submissions ("**CCS**") at [15] to [16].

[41] 1AD&CC at [3b] and [3E].

[42] Ms Wo's Closing Submissions ("**2DCS**") at [62].

[43] 2DCS at [65] and [69].

[44] 2DCS at [70].

characteristics (including regulatory approval status) to prospective tenants on Broadly's behalf. I explain.

21 To begin with, there is a distinction between the *existence of an agency relationship* and the *scope of the agent's authority*. For example, person A may expressly appoint person B as his agent to do X, Y, and Z, thereby expressly establishing both the agency relationship and the scope of B's authority. But where person A expressly appoints person B as his agent, but is silent as to what acts B may undertake on his behalf as agent, the scope of B's authority then depends on whether implied actual authority or apparent authority to carry out these acts can be established. As the learned author of *The Law of Agency* observed at [03.027]:

> "… where the agency relationship has arisen entirely by implication from the conduct of the parties and the circumstances of the case, it will be necessary to imply *both the existence of an agency and what the scope of the agent's authority is* since the parties have not attempted to provide expressly for this."
>
> **[*emphasis in italics added*]**

22 As can be expected, there is oftentimes an overlap between the words and facts that give rise to the agency relationship and the scope of that agent's authority (*The Law of Agency* at [03.014]).

23 Because Broadly denies that Ms Wo was its agent, both the existence of the agency relationship *and* (assuming an agency relationship is found) the scope of Ms Wo's authority are in issue.

24 When does an agency relationship arise? The decision in *Win-Line (UK) Ltd v Masterpart (Singapore) Pte Ltd and anor* [1999] 2 SLR(R) 24 ("***Win-***

Line") at [23] (citing *Garnac Grain Company Incorporated v HMF Faure & Fairclough Ltd* [1968] AC 1130 at 1137) provides the answer:

> The relationship of principal and agent can only be established by the **consent of the principal and the agent. They will be held to have consented if they have agreed to what amounts in law to such a relationship, even if they do not recognise it themselves and *even if they have professed to disclaim it*,** as in *ex parte Delhasse*. But the consent must have been given by each of them, either expressly or by implication from their words and conduct.
>
> **[emphasis in bold added]**

25 Beyond consent, there must be authority conferred or power granted to the agent to bind the principal (*Tjong Very Sumito and ors v Chan Sing En and ors* [2012] 3 SLR 953 at [145]).

26 Applying these principles to the instant case, I am satisfied that an agency relationship existed between Ms Wo and Broadly as agent and principal respectively.

27 First, a "property agent", as real estate salespersons such as Ms Wo are commonly known, is a ubiquitous class of agents (in the legal sense). Such agents frequently perform acts for and on behalf of their clients that are capable of binding the client and affecting their legal relations; for example, conveying offer and acceptance when entering into agreements for the rental and/or sale and purchase of property. Regardless of how Broadly chose to label Ms Wo's role *vis-à-vis* itself, Broadly does not appear to dispute that Ms Wo had acted in the conventional manner expected of such "property agents" in respect of the lease transaction relating to the Property. For example, Broadly accepts that it instructed Ms Wo to market the Property to find suitable tenants,[45] and that Ms

[45] Mr Roy's AEIC at [6].

Wo liaised with Award on Broadly's behalf in negotiating terms and conveying offer and acceptance in relation to both the LOI and the LA.[46] It would be highly artificial for me to ignore market realities in assessing the evidence in the present case, especially when the evidence fits the typical agent-principal relationship between a real estate salesperson and their client.

28 Second, the plain words of the Commission Statement not only support a finding that Broadly agreed to engage Ms Wo as its agent to facilitate the letting of the Property, but also that Ms Wo had implied actual authority to make representations about the Property's attributes to prospective tenants. Though the Commission Statement is dated 24 December 2022, Mr Roy admitted on the stand[47] that he signed the said Statement on Broadly's behalf on 26 September 2022, the same day on which he signed the CP Form. By signing the Commission Statement, Mr Roy agreed that Broadly would pay C&H a commission equivalent to one month's rent plus GST for "introducing the Tenant to rent the… Property".[48] In other words, Broadly's payment was in consideration of Ms Wo finding Award as the tenant to lease the Property from Broadly.

29 Implied actual authority is actual authority that is inferred from the conduct of the parties and the circumstances of the case (*Skandinaviska Enskilda Banken AB (Publ), Singapore Branch v Asia Pacific Breweries (Singapore) Pte Ltd and another and another suit* [2009] 4 SLR(R) 788 ("***Skandinaviska (HC)***") at [30]). There, the High Court affirmed the following principle of law at [42]:

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[46] Mr Roy's AEIC at [8], [14], and [15].

[47] NE on 16 July 2025 at page 66, at lines 23 to 25.

[48] Mr Roy's AEIC at [6].

> [Where] an agent… is authorised to conduct a particular trade or business or generally to act for his principal in matters of a particular nature, or to do a particular class of acts, **[he] has implied authority to do whatever is incidental to the ordinary conduct of such trade or business, or of matters of that nature, or is within the scope of that class of acts, and whatever is necessary for the proper and effective performance of his duties**; but not to do anything that is outside the ordinary scope of his employment and duties.
>
> **[emphasis in bold added]**

30 In my view, a real estate salesperson engaged to look for tenants for a property is authorized to make accurate representations about the attributes of that property to prospective tenants. This is part and parcel of the ordinary course of business of a property agent. It would otherwise be impossible for that agent to conduct her business, much less conduct it effectively; the agent cannot answer a prospect's queries about the subject property with silence. Moreover, prospects would very likely base their decision to rent the subject property on representations made by the landlord's agent. This applies especially to commercial property, where that tenant would have to rely on the landlord's agent conveying to him requisite information about the relevant regulatory approvals (or lack thereof) in respect of the subject property in deciding whether to enter into a tenancy or how much to factor into business expenses to account for the cost of obtaining the necessary approvals (if none have been obtained). In fact, if the tenant is unable independently perform checks on the approval status of the subject property – due to confidentiality or other reasons –that tenant can *only* rely on the information provided by the agent before making his decision.

31 Drawing the first and second points together (see [27] to [30] above), I find that the Commission Statement establishes that Broadly and Ms Wo expressly agreed to create a principal-agent relationship, and that she had implied actual authority to make representations to prospective tenants about

the characteristics of the Property (including the status of any regulatory approvals over the said Property).

32 The question then arises as to *when* this agent-principal relationship arose: was it on 26 September 2022 or some earlier date? In my view, it was before 22 September 2022. Ms Wo and Mr Roy agree that Broadly had engaged Ms Wo to find a tenant to rent the Property in or around September 2022.[49] According to Ms Wo, Broadly had engaged her by 21 September 2022 at the latest, being the date on which she had placed an online advertisement on CommercialGuru to market the Property (the "**Advertisement**").[50] Mr Roy's evidence in this regard does not materially contradict hers. In fact, Mr Roy's AEIC at [6] and [7] suggests that Mr Roy himself takes the position that he had engaged Ms Wo as Broadly's "property broker" prior to 22 September 2022 (by which time Level 4 had been outfitted with 10 double beds and 20 lockers).

33 I accept Ms Wo's evidence as to when Broadly engaged her services primarily because the information contained in the Advertisement very likely only came from the discussion during which Broadly engaged Ms Wo as its property agent. According to Ms Wo, she had a discussion with Mr Roy, sometime in September 2022, regarding the rental price the Property ought to be marketed at (the "**Discussion**"). [51] At the end of this Discussion, Mr Roy agreed to a monthly rental of about $14,000, and engaged Ms Wo's services on Broadly's behalf. [52] At trial, Mr Roy confirmed that this Discussion occurred, and that he had agreed to let Ms Wo market the property at a "minimum of

[49] Ms Wo's AEIC at [11]. Mr Roy's AEIC at [6].

[50] Ms Wo's AEIC at [11] to [12].

[51] Ms Wo's AEIC at [11].

[52] *Ibid.*

$14,000 per month".[53] The monthly rent stated on the Advertisement, being "$14,800/month (negotiable)", aligns with Mr Roy's instructions. I do not think that this alignment was coincidental. In my view, this could only have occurred because Ms Wo had posted the Advertisement only *after* she had had the Discussion with and taken instructions from Mr Roy. Accordingly, I find that Broadly and Ms Wo entered into an express agreement for the latter to act as Broadly's agent in renting out the Property (the "**Agreement**") prior to Ms Wo posting the Advertisement on 21 September 2022.

34 For completeness, this case does not involve express actual authority because there is no evidence before me that Ms Wo had been expressly authorized by Broadly (whether by written or oral agreement) to do certain acts in the course of her work as Broadly's agent. Nor can I base my decision on Ms Wo's apparent authority as held out by Broadly to Award, given that neither Ms Wo nor Award seriously rely on this doctrine in asserting an agency relationship between Broadly and Ms Wo. I say this despite the references to Ms Wo's apparent or ostensible authority in the Amended 1D&CC at [5E]. Despite its pleadings, Award failed to argue for the application of this doctrine in its closing and reply submissions.[54] In fact, certain portions of the 1DCS suggest that Award actually bases its case on *express authority* conferred by Broadly to Ms Wo to make representations to prospective tenants (see 1DCS at [49]), which I have found there to be no evidence of.

35 Finally, Broadly's denial of this agency relationship through the coy use of terminology (i.e., "property broker") does not prevent my finding that such a relationship existed (see *Win-Line* at [23]). In fact, Broadly's own pleadings

[53] NE on 16 July 2025 at page 46, lines 24 to 31.

[54] The "**1DCS**" and "**1DRS**" respectively.

implicitly recognize that Ms Wo was authorised to act for and on behalf of Broadly – see the ASOC at [22B] and [22C], where Broadly accuses Ms Wo of acting "outside her authority" in communicating certain representations about the Property to Award. For this pleading to make sense, Broadly must have given Ms Wo some authority to act for and on behalf of Broadly *vis-à-vis* the Property. As earlier observed, this is indicative of an agency relationship.

F Issue 2: Did Ms Wo represent to Award that Level 4 was an "approved dormitory"? If so, is Ms Wo liable for fraudulent, negligent, or innocent misrepresentation *vis-à-vis* Award?

36 Award premises its case against Ms Wo on fraudulent misrepresentation, negligent misrepresentation, and/or misrepresentation under Section 2 of the Misrepresentation Act 1967 ("**MA**").[55] It alleges that Ms Wo had made a false representation that the Property possessed the relevant and/or necessary statutory certification(s), approvals and/or licenses to be used as an approved dormitory to house foreign workers (the "**Representation**") to it via three ways:

(a) First, via the Advertisement put up by Ms Wo;

(b) Second, via Ms Wo's response on 21 September 2022 to Mr Ng's request for confirmation that the Property had the relevant statutory approvals for use as a worker dormitory; and

(c) Third, via an oral representation Ms Wo made to Mr Ng during a site viewing at the Property on 22 September 2022 (the "**Viewing**").

[55] 1AD&CC at [44] to [45].

> During the Viewing, Mr Ng additionally observed that Level 4 appeared to be a fully-equipped workers' dormitory.[56]

37 Ms Wo denies making the Representation in the form pleaded by Award,[57] but admits to putting up the Advertisement[58] and confirming that the Property was "approved for use as a dormitory" on 21 September 2022.[59] Ms Wo further agrees that the Viewing did take place, and that she had similarly observed that Level 4 was "currently being used by Broadly's workers" as a "fully-functioning and equipped dormitory".[60]

38 As it is not Award's case that Broadly made the Representation to it directly,[61] it is more appropriate to consider Broadly's position in relation to the misrepresentation allegations under **Issue 4.**

(a) The legal principles

39 The test for when the tort of **fraudulent misrepresentation** (i.e., the common law action of deceit) is made out is set out in *Panatron Pte Ltd and another v Lee Cheow Lee and another* [2001] 2 SLR(R) 435 ("***Panatron***") at [14]:

> (a) First, there must be a (false) representation of fact made by words or conduct.

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[56] 1AD&CC at [27] to [31].

[57] 1AD&CC at [15].

[58] 2ADTCC at [13].

[59] 2ADTCC at [14].

[60] 2ADTCC at [17]. See too Ms Wo's AEIC at [15].

[61] Mr Ng's 1st AEIC at [11].

(b) Second, the representation must be made with the intention that it should be acted upon by the claimant, or by a class of persons which includes the claimant.

(c) Third, it must be proved that the claimant had acted upon the false statement.

(d) Fourth, it must be proved that the claimant suffered damage by so doing.

(e) Fifth, the representation must be made with knowledge that it is false; it must be wilfully false, or at least made in the absence of any genuine belief that it is true.

40 The test for **negligent misrepresentation at common law** is as set out by the High Court in *Ma Hongjin v Sim Eng Tong* [2021] SGHC 84[62] ("***Ma Hongjin (HC)***") at [20]:

(a) First, there must be a (false) representation of fact made by the defendant to the claimant.

(b) Second, the representation must have induced the claimant's actual reliance.

(c) Third, the defendant must owe the claimant a duty to take reasonable care in making the representation.

(d) Fourth, the defendant breached that duty of care.

(e) Fifth, the breach must have caused damage to the claimant.

[62] It bears noting that *Ma Hongjin (HC)* does not discuss the Misrepresentation Act 1967 at all.

41 Concurrently, there is a **statutory cause of action in negligent misrepresentation under s. 2(1) MA**. To establish the statutory tort, a claimant must prove the following (see *Bay Lim Piang v Lye Cher Kang* [2023] 5 SLR 602 ("***Bay Lim Piang***") at [88] to [89]):

(a) First, that he entered into a contract after a misrepresentation was been made to him by the defendant;

(b) Second, that the claimant suffered loss as a result; and

(c) Third, that the defendant did not have reasonable ground to believe that the facts represented were true.

42 Finally, where the misrepresentation was made neither fraudulently nor negligently, a claimant can rely on the doctrine of **innocent misrepresentation at common law** to rescind the contract. To avail himself of the remedy of rescission, a claimant must show that:

(a) First, there must be a (false) representation of fact made by the defendant to the claimant.

(b) Second, the claimant must enter into a contract in reliance on that misrepresentation.

(c) Third, the claimant must thereby suffer loss (*RBC Properties Pte Ltd v Defu Furniture Pte Ltd* [2015] 1 SLR 997 ("***RBC Properties***") at [115]).

43 Where the claimant wishes to claim damages in lieu of rescission based on an **innocent misrepresentation**, he must rely on **s. 2(2) MA** (see *RBC Properties* at [67]; see too Andrew Phang Boon Leong, *The Law of Contract in*

Singapore (2012, Academy Publishing) ("***The Law of Contract***") at [11.238]). Section 2(2) of the MA is made out if the claimant can prove the following:

(a) First, that a misrepresentation was made to him by the defendant; and

(b) Second, that he was induced to enter into the contract on account of the misrepresentation (*Far East Opus Pte v Kuvera Properties Pte Ltd* [2025] SGHC 109 ("***Far East Opus***") at [121] and [122]).

44 Whether damages will be awarded in lieu of rescission under s. 2(2) MA is a question of the Court's discretion. As a guide, where the misrepresentation is relatively unimportant in relation to the subject matter of the contract, damages in lieu of rescission may be an appropriate relief (see *RBC Properties* at [131]).

45 As Award appears to be relying on *both* the common law and statutory doctrines of negligent and innocent misrepresentation,[63] I will address both doctrines in these grounds.

(b) Award has failed to establish the causes of action premised on the MA and the common law doctrine of innocent misrepresentation

46 I deal with the causes of action premised on s. 2 MA and the common law doctrine of innocent misrepresentation first, as those causes of action can be easily disposed of.

[63] 1AD&CC at [45]. See too 1DCS at [41] and [56] to [57].

47 I agree with Ms Wo that Award's reliance on s. 2(1) and s. 2(2) MA is misplaced,[64] for the simple reason that a key limb of both subsections – that Award entered into a contract *with Ms Wo* as a result of the latter's misrepresentation – is not made out. For the statutory tort in s. 2 MA to be established, a contract must have been entered into by both the *representor* and *representee* as a result of the misrepresentation (see *Bay Lim Piang* at [88]; see too *The Law of Contract* at [11.196] and [11.223]). This is because s. 2 MA is an action in contract, and is therefore only available to one contracting party against another contracting party (*Low Sing Khiang v LogicMills Learning Centre Pte Ltd and ors* [2023] SGHC 124 at [28]). From the pleadings and the evidence before me, there is no indication that Award and Ms Wo entered into any contract at the material time. Accordingly, I dismiss Award's claims based on s. 2(1) and s. 2(2) MA.

48 The above analysis similarly applies to the common law doctrine of innocent misrepresentation. This is evident from the plain wording of s. 2(2) MA, which is reproduced below:

> **Where a person has <u>entered into a contract after a misrepresentation has been made to him otherwise than fraudulently</u>, and he would be entitled, by reason of the misrepresentation, to rescind the contract**, then, **if it is claimed, in any proceedings arising out of the contract, that the contract ought to be or has been rescinded, the court or arbitrator may declare the contract subsisting and award damages in lieu of rescission**, if of opinion that it would be equitable to do so, having regard to the nature of the misrepresentation and the loss that would be caused by it if the contract were upheld, as well as to the loss that rescission would cause to the other party.
>
> **[emphasis in bold and underlined added]**

[64] 2DCS at [41].

49 Section 2(2) of the MA does not replace the common law doctrine; rather, it co-exists with the common law doctrine (see *RBC Properties* at [66] to [67]). What the bolded portions of the extract above mean is simply this: if a claimant can establish that he had entered into a contract due to an innocent misrepresentation, and he is thereby entitled to rescind that contract on that basis, he can choose, by virtue of s. 2(2) MA, to ask the Court *not* to rescind the contract and to order that the misrepresentor pay damages instead. Essentially, the legal tests to establish both the common law and statutory causes of action are the same. Only the remedy differs. Because the legal tests are the same, the requirement that Award must prove that it had entered into a contract *with Ms Wo* as result of her misrepresentation applies equally to the common law doctrine of innocent misrepresentation. As explained at [47] above, that requirement is not made out on the evidence. For similar reasons as those I relied on in finding that the statutory tort of innocent misrepresentation is not made out, the claim based on the common law tort of innocent misrepresentation must also be dismissed.

(c) The two common elements underlying the torts of deceit and negligent misrepresentation are made out on the evidence

50 Thus, Award is left with its actions founded on fraudulent misrepresentation and negligent misrepresentation at common law. In both cases, Award must prove that (a) Ms Wo made a false statement of fact to it; *and* (b) the false statement of fact induced Award's actual reliance on her misrepresentation (*Ma Hongjin (HC)* at [21]). I will deal with both requirements in turn.

51 **False statement of fact/misrepresentation:** It is not disputed by Ms Wo that she had made *some* representations of fact to Mr Ng at various points prior to Award signing the LA. The question is whether the said representations

took the form of the Representation as pleaded by Award, or were some other representations altogether.

52 I find that Ms Wo did in fact make statements of fact to Award that the Property had the requisite approvals from the authorities to be legally used as a dormitory. To avoid confusion with the specific Representation pleaded by Award, I will refer to this as the "**Broader Representation**" for short.

(a) First, the objective evidence shows, and Ms Wo herself admits, that she told Award that the Property was an "approved dormitory". This is borne out by the Advertisement, which Ms Wo agrees she placed in respect of the Property on 21 September 2022, and which states that the said Property is "20 Pax Worker Dormitory Approved".[65] This is the same Advertisement Mr Ng testified he saw on 21 September 2022, and which led him to contact Ms Wo.[66] The Broader Representation is also proved by the WhatsApp messages exchanged between Ms Wo and Mr Ng on 21 and 22 September 2022, wherein Ms Wo, in answer to the question as to whether she was sure the that Property "ha[d] a dormitory licence", replied "Yes".[67] Finally, Ms Wo admitted, under cross-examination, that she had verbally confirmed to Mr Ng that Level 4 "was an approved worker's dormitory" at the Viewing.[68]

(b) Second, I disagree with the narrow way in which Ms Wo proposes the Representation to be read. She takes the position that it ought to be read as framed by Award in its pleadings, *verbatim*.

[65] Ms Wo's AEIC at page 17 to 18; see too her AEIC at [12].

[66] Mr Ng's 1st AEIC at [22]-[24].

[67] Mr Ng's 1st AEIC at [26] and page 62. See too Ms Wo's AEIC at [14].

[68] NE on 4 August 2025 at page 51, lines 17 to 21.

Consequently, Ms Wo argues that she never made any such Representation that the Property "possessed, complied with and/or met the applicable regulatory requirements to be used as an Approved Dormitory, nor that it was approved by MOM" to Award.[69]

Whilst the form of the Representation pleaded by Award is somewhat granular, what is important is the *substance* of the Representation. That substance, in my view, is the Broader Representation. I derive this from the words used by Ms Wo herself. The words "20 Pax Worker Dormitory Approved", used in relation to the Property, obviously mean that some entity had approved it to be used as a dormitory to house 20 workers. The use of the words "dormitory licence" is even plainer; the word "licence" implies that some authoritative governmental body/bodies, empowered to issue licences, had issued such a licence confirming that the Property could be legally used as a dormitory. I do not think it material that Ms Wo did not enumerate the various agencies or statutory bodies from whom the licence emanated. The substance of the statements she made to Award, which is that Award could legally use the Property as a dormitory to house 20 workers, is the same regardless of whether she did so. This was precisely Award's understanding.[70]

For the avoidance of doubt, my finding is not based on an "unpleaded implied representation" (as Ms Wo calls it).[71] To my mind, the Broader

[69] 2DCS at [15] to [17].

[70] Mr Ng's 1st AEIC at [27].

[71] 2DRS at [5] to [7].

Representation and the Representation pleaded by Award are the same substantive statement of fact phrased in different terms.

(c) Third, it is effectively an agreed fact that the Broader Representation was false at the time Ms Wo made it in September 2022. Parties agree that Broadly had not obtained all necessary approvals from the relevant authorities before the Property could be legally used as a dormitory.[72] In other words, Award, as it later found out, could *not* legally use the Property to house 20 workers at that point.

53 Accordingly, I find that the first element of both negligent and fraudulent misrepresentation is made out.

54 **Misrepresentation induced actual reliance:** Award's pleaded case is that it relied on Ms Wo's misrepresentation in entering into the LOI and/or the LA.[73] In contrast, Ms Wo argues, on the strength of *Leow Chin Hua v Ng Poh Buan* [2005] SGHC 39 ("***Leow Chin Hua***") at [15] and *Axis Megalink Sdn Bhd and anor v Far East Mining Pte Ltd* [2024] 1 SLR 524 ("***Axis***"), that the second common element of inducement/reliance is not made out because any misrepresentation she had made to Award no longer had a real or substantial effect on the latter at the point it entered into the LOI and LA. This was because Mr Ng had conducted his own investigations and formed an independent view as to the approval status of the Property as a dormitory.[74]

55 As a matter of law, Award need not prove that Ms Wo's Broader Representation was the sole inducement to Award. What Award must show is

[72] ASOF at [10].

[73] 1AD&CC at [44].

[74] 2DCS at [23] to [26].

that the misrepresentation played a real and substantial part and operated in its mind, no matter how strong or numerous the other factors it took into account, in inducing Award to enter into the LOI and the LA (see *Panatron* at [23]).

56 The proposition established in both *Leow Chin Hua* and *Axis* is that the second element of inducement fails only if the representee can show that the misrepresentation *no longer operated on his/her mind at the material time*.[75] In *Leow Chin Hua,* the plaintiff admitted under cross-examination that the "only thing" that acted on his mind when he arranged for a letter of credit for $194,000 was the supposed profit margin of 20-30% for the project in question and not any alleged misrepresentation made to him by the defendant (at [17]). The High Court accordingly held that the plaintiff failed to establish inducement by any alleged misrepresentation made by the defendant (at [20]). In *Axis,* the Court of Appeal held at [125] that if it can be shown that the representee *did not in any way rely on the misrepresentation,* and instead relied on independently acquired information, the element of inducement would not be made out.

57 On a proper understanding of *Leow Chin Hua* and *Axis,* Ms Wo's argument at [24] to [26] of the 2DCS must be rejected. The way counsel for Ms Wo put her case to Mr Ng failed to establish, as a matter of *fact,* that Ms Wo's misrepresentation no longer acted on Award's mind when it entered into the LOI and LA. From the extracts of the transcript relied on by Ms Wo herself, it is evident that what was put to and agreed by Mr Ng was that the misrepresentation was one factor amongst a combination of factors that caused Award to believe that the Property was an approved workers' dormitory.[76] It

[75] In this regard, the correct citation from *Leow Chin Hua* ought to be [17] to [18] of the decision and not [15] as indicated by Ms Wo in 2DCS at [23].

[76] 2DCS at [24].

was not put to Mr Ng that the misrepresentation was not operating on Award's mind *at all* when it entered into the LOI and/or LA. The propositions in *Leow Chin Hua* and *Axis* therefore do not assist Ms Wo.

58 I turn to consider whether Award has proven, on a balance of probabilities, that the Broader Representation played a real and substantial part and operated in its mind at the time it entered into the LOI and the LA. On the evidence, I find that it did. My reasons are as follows:

(a) First, the Property's status as having been approved to house workers was clearly of key importance to Award. It was one of first things Mr Ng asked Ms Wo about the Property on the day he first made contact with her, and he repeated his question even at the Viewing the next day.[77] The Property's "approval status" was also objectively critical to Award's business operations. Award is in the construction business, and employs foreign workers from countries such as Malaysia, India, and Bangladesh to fulfil its manpower requirements.[78] These workers naturally had to have accommodation whilst performing work for Award. It is therefore believable when Mr Ng says that this Broader Representation operated on and foremost in his mind – and therefore Award's mind – at the time Award entered into the LOI and LA.

(b) Second, Mr Ng affirmed that he only agreed to pay $14,000 a month in rent because he thought he was getting an approved dormitory in renting the Property.[79] His position in this regard was not challenged at trial, and I find it to be credible in light of the undisputed evidence

[77] Mr Ng's 1st AEIC at [24] to [29].

[78] Mr Ng's 1st AEIC at [5] to [8].

[79] Mr Ng's 1st AEIC at [38].

before me that both the asking rent for the Property (at above $14,000 per month[80]) and the rent eventually agreed upon between Broadly and Award (at $14,000 per month[81]) were on the higher side, which was indicative of the Property's status as a dormitory approved to house workers. In this regard, Mr Roy admitted under cross-examination that the monthly rent of an approved dormitory would be higher than for premises not approved for use as a dormitory,[82] and that the rental of $14,000 or more that he allowed Ms Wo to market the Property at was applicable to premises that were *approved* to be used as a dormitory.[83] Thus, the undisputed evidence shows that the "approval status" of commercial property to be used as dormitories has a direct and positive impact on its rental rate, and lending weight to Mr Ng's position that the Broader Misrepresentation was operating on Award's mind when he eventually agreed, by signing the LOI and LA, to pay Broadly $14,000 per month in rent for the Property.

(c) Third, Mr Ng's evidence that he relied on Ms Wo's misrepresentation in entering into the LOI and LA was not successfully challenged at trial. Counsel for Broadly initially attempted to put the point to Mr Ng that Award did not rely on Ms Wo's Broader Representation before entering into the LA. Because of Mr Ng's inability to understand the question, counsel eventually reframed his put as Award not *solely relying* on Ms Wo's Broader Representation before

[80] Mr Ng's 1st AEIC at page 58 (the Advertisement) and page 61 (message sent by Ms Wo to Mr Ng, stating "14,500 whole unit").

[81] LOI at AB at 9 and LA at AB at 16.

[82] NE on 16 July 2025 at page 47, lines 27 to 30.

[83] NE on 16 July 2025 at page 46, lines 29 to 31; and page 48, lines 1 to 4.

> entering into the LA.[84] The latter iteration is what Mr Ng was eventually asked, which he disagreed with. The latter iteration is also what counsel for Ms Wo put to Mr Ng, and what she now relies on in her submissions.[85] Ultimately, Mr Ng's unshaken evidence is that the misrepresentation was one of the factors he relied on in signing the LOI and the LA.

59 For the avoidance of doubt, parties made no distinction between Award and Mr Ng for the purpose of these proceedings, and no argument was made that Award's state of mind ought to be treated differently or was in fact different from Mr Ng's. In the absence of such a dispute, I take Award's state of mind to be interchangeable with Mr Ng's. Additionally, there is no need, in my view, to distinguish between the LOI and LA at this juncture because Broadly did not argue that Award was only induced to enter into one and not both instruments as a result of any misrepresentation found by this Court.

60 In the round, the two common elements of both negligent and fraudulent misrepresentation, and therefore an actionable misrepresentation, are made out.

(d) The tort of deceit is not made out against Ms Wo

61 The mental element required for liability in the tort of deceit is dishonesty on the misrepresentor's part (*Wee Chiaw Sek Anna v Ng Li-Ann Genevieve and anor* [2013] 3 SLR 801 ("***Wee Anna (CA)***") at [30]). To say that someone is guilty of fraud is to essentially say that they are dishonest. Such a serious allegation requires convincing evidence which meets a high standard of proof before a Court will make a finding of fraud (see *Wee Anna (CA)* at [30]).

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[84] NE on 16 July 2025 at page 108, lines 27 to 31.

[85] 2DCS at [24].

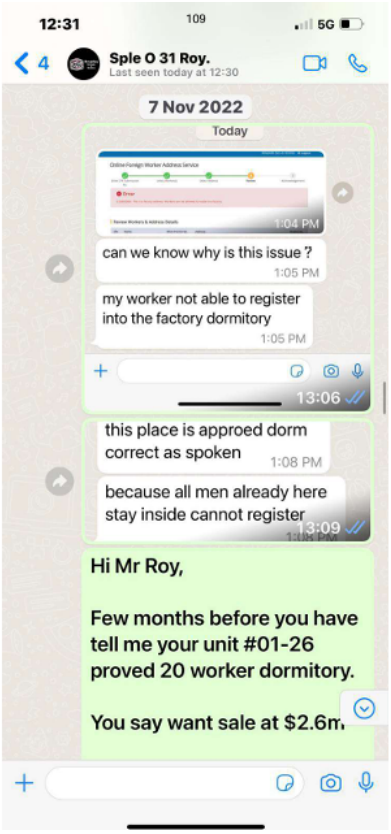
In the present case, Award has, in my view, failed to meet this standard of proof in alleging fraud on Ms Wo's part.

62 First, there is no evidence to show that Ms Wo knew that the Broader Representation was false. Counsel for Award did not put to Ms Wo that she knew, when she conveyed the Broader Representation to Award, that the said Representation was false. In fact, the contemporaneous objective evidence strongly suggests otherwise. On 7 November 2022, the very day Mr Ng informed her that he was unable to register the Property as a residential address for his migrant foreign workers,[86] Ms Wo immediately forwarded Mr Ng's WhatsApp message to Mr Roy seeking an explanation and reminding him that he had told her, just a few months back, that the Property *was* approved for use as a worker dormitory.[87]

63 I set out the relevant portions of Ms Wo's WhatsApp message to Mr Roy for full effect:

[86] Tab 12 of Ms Wo's AEIC.

[87] Tab 13 of Ms Wo's AEIC.



64 From the contents of these WhatsApp messages, as well as the promptness with which Ms Wo questioned Mr Roy about the actual (unapproved) status of the Property, I am inclined to believe, and accordingly find, that Ms Wo genuinely did not know that the Property could not be legally used to house workers until Mr Ng informed her of it on 7 November 2022 (i.e., *after* the Broader Representation had already been conveyed to Award). The fact that Mr Roy did not reply to Ms Wo to contradict her claim that he had told her about the Property's approved status only serves to reinforce my belief.

65 Second, there is no evidence to show that Ms Wo made the Broader Representation to Award in the absence of any genuine belief that it was true; i.e., that she was reckless as to its truth. This recklessness is not the same as

negligence or carelessness; Award must show that Ms Wo is guilty of being *indifferent as to the truth*, and of the "moral obliquity which consists in a wilful disregard of the importance of truth" (see *Wee Anna (CA)* at [34]). The grossest of negligence is not fraud, and it bears repeating that fraud requires a finding of *dishonesty* on the misrepresentor's part (see *Wee Anna (CA)* at [35]).

66 There is simply no evidence of dishonesty on Ms Wo's part. It is not as if Ms Wo made the Broader Representation to Award despite her strong suspicions to the contrary or her knowledge of contradictory information as to the approval status of the Property. In fact, what Ms Wo saw at the very same Viewing Mr Ng attended on 22 September 2022 – which was that Level 4 was effectively being used as a dormitory for foreign workers – justified her belief that the Broader Representation was true.[88] Of course, this belief would only affect her Representation made on 22 September 2022 and not the Representations made on 21 September 2022.

67 Hence, I turn to consider Ms Wo's subjective state of mind as at 21 September 2022 (see *Wee Anna (CA)* at [37]). In this vein, I find that Broadly had, through Mr Roy and prior to 21 September 2022, told Ms Wo that the Property was in fact able to be legally used as dormitory to house 20 persons. In other words, Broadly had made the Broader Representation to Ms Wo prior to 21 September 2022. I arrive at this finding primarily because I find Ms Wo to be a far more credible witness than Mr Roy. My finding on Ms Wo's credibility is premised on the following:

(a) First, Ms Wo consistently maintained, even as early as 7 November 2022, that Mr Roy had told her that the Property was

[88] Ms Wo's AEIC at [15]; see too the photographs at Tab 3 of her AEIC.

approved for use as a dormitory to house 20 workers. This is borne out by her WhatsApp messages to Mr Roy and Broadly's HR Manager Ms Kalpana d/o Tharmalingam ("**Ms Kalpana**") on 7 and 8 November 2022,[89] her pleadings,[90] [8] of her AEIC, and her testimony under cross-examination.[91] In fact, it is not disputed that Broadly later obtained approval from SCDF on 19 December 2022 to use Level 4 as an "Ancillary Workers' Dormitory (20 Workers)".[92] This begs the question as to how Ms Wo came to know the specific number of 20 workers that the Property could have been approved to house if not from Mr Roy himself ("**Ms Wo's Knowledge**").

(b) Second, Mr Roy's testimony under cross-examination as to what he purportedly told Ms Wo about the approval status of the Property was materially different from his version of events prior to taking the stand. Nowhere in his text messages with Ms Wo, Broadly's pleadings, or his AEIC did Mr Roy say that he had told Ms Wo, prior to 21 September 2022, that the Property was a "20-worker URA-approved dormitory". However, when confronted with the very same question about Ms Wo's Knowledge by counsel for Ms Wo, Mr Roy changed his tune and claimed, for the first time, that he had specifically told Ms Wo, before she marketed the Property (i.e., before 21 September 2022), that he had received approval from the URA for 20 workers in respect of the Property.[93]

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[89] Tabs 13 and 14 of Ms Wo's AEIC.

[90] Amended 2D at [9c].

[91] See, *inter alia,* NE on 4 August 2025 at page 46, lines 10 to 15.

[92] AB at 116.

[93] NE on 16 July 2025, page 49, lines 5-16. This is now Broadly's position in its closing submissions at CCS at [122].

Having testified to this, and having also testified that (i) he was in control and occupation of the Property prior to Award's possession of it[94] and (ii) that he knew that workers are not legally allowed to stay on premises that did not have all requisite approvals,[95] Mr Roy was compelled to explain why there were individuals who were sleeping, washing their clothes, and storing their personal belongings on Level 4 as at 22 September 2022. All these acts were captured by Ms Wo in her photographs taken on that date,[96] as well as testified to by both Ms Wo[97] and Mr Ng[98]. Unfortunately for Broadly, Mr Roy was incapable of offering any satisfactory explanation. All he could say was that he "cannot confirm" if the clothes hanging out included his workers' uniforms, and that he did not know why these clothes (more than 25 individual pieces by my count) and several pieces of luggage were found on Level 4 on that day.[99] If I accept Mr Roy's testimony, that would be tantamount to accepting that a not-insignificant group of individuals had snuck into Level 4 under Broadly's nose and effectively set up camp there. This is an unbelievable proposition, and I have little difficulty in rejecting it.

In my view, the reason why Mr Roy took such a position was in all likelihood because he was loathe to admit that he knew that his workers had been staying on Level 4, without the requisite dormitory approvals,

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[94] NE on 16 July 2025, page 51, lines 7 to 16.

[95] NE on 16 July 2025, page 14, lines 22 to 25.

[96] Tab 3 of Ms Wo's AEIC.

[97] Ms Wo's AEIC at [15].

[98] Mr Ng's 1st AEIC at [30] to [31].

[99] NE on 4 August 2025, page 53, lines 1 to 11.

even before 22 September 2022. I find all this to be very telling as to Mr Roy's lack of credibility: evidently, Mr Roy was someone who was prepared to change his position or take implausible positions to suit his purposes, such as to explain away evidence damaging to his case.

(c) Third, the high rental rate of at least $14,000 that Broadly sought for the lease of the Property strongly suggests that Mr Roy had conveyed the Broader Representation to Ms Wo. Mr Roy admitted that he knew that Ms Wo believed that the Property was an approved dormitory during his Discussion with her because of her suggestion to market the Property at a rate that only approved dormitories would fetch (i.e., as least $14,000).[100] Ms Wo also testified that she specifically mentioned this higher rental rate of $14,000 to Mr Roy during the Discussion precisely because he had told her that Broadly had a "approved 20-worker dormitory" at the Property.[101] There is no evidence that Ms Wo had any other grounds on which she based this proposal of $14,000 besides the Broader Representation Mr Roy had made to her, or that Mr Roy had disabused Ms Wo of the notion that his non-approved Property could fetch that high rental rate during the Discussion, or that Mr Roy had a specific reason for seeking a rental rate for the Property which he *knew* it was unlikely to fetch. Taken together, the evidence supports a finding that the reason why Ms Wo proposed marketing the Property at the higher "approved dormitory rental rate" was because Broadly had made the Broader Representation to her prior to her proposal.

[100] NE on 16 July 2025, page 48, lines 1 to 4.

[101] Ms Wo's AEIC at [11].

(d) Finally, Ms Wo had not been given a fair chance at trial to answer to allegations of her dishonesty and/or recklessness as to the truth of the Broader Representation. As far as I can tell, the only part of Award's cross-examination of Ms Wo which might qualify as a put of this point to her can be found in the following extract[102]:

26	Q	I'm suggesting to you, Ms Wo, that you did not have any basis
27		to inform that the property has an approved dormitory because
28		you did not carry out any due diligence checks.
29	A	Agree.

68 I need only reiterate the Court of Appeal's words at [35] of *Wee Anna (CA):* mere negligence or carelessness, however egregious, is not fraud.

69 Based on my findings above, Ms Wo's subjective state of mind prior to and as at 21 and 22 September 2022 was that she genuinely believed that the Property had been approved by the authorities to be used as a dormitory to house 20 workers because Mr Roy *himself* had told her this and because Ms Wo had seen for herself, at the Viewing, that Level 4 was in fact being used as a worker dormitory. Ms Wo did not second-guess Mr Roy's words or what she saw, and therefore did not go on to investigate the truth of Mr Roy's words. In my view, her failure to do so constitutes carelessness *at most*, not dishonesty.

70 Accordingly, the tort of deceit is not made out against Ms Wo.

[102] NE on 4 August 2025 at page 76, lines 26 to 29.

(e) The common law tort of negligent misrepresentation is not made out against Ms Wo

71 Moving on to the common law tort of negligent misrepresentation, I find that this tort is also not made out against Ms Wo because Award has failed to plead and prove the third and fourth elements of this tort (see [40(c)] and [40(d)] above).

72 First and foremost, Award has completely failed to plead the duty of care Ms Wo allegedly owed to it and the standard of care to which she ought to be held. Despite Ms Wo raising this argument in her closing submissions,[103] Award made no attempt to address this argument in its reply submissions. This failure to plead is fatal to Award's case; not only is there no tort of negligent misrepresentation disclosed on its pleadings, Ms Wo was also entirely in the dark about the case she had to meet in respect of the elements of duty and breach.

73 As the High Court held in *Far East Opus* at [60] to [62], where a party's pleadings do not make out *each element* of a legal claim, that claim cannot be sustained. In *Far East Opus,* the claimant there – like Award in this case – failed to plead that there was a duty of care on the defendant's part, and had also failed to plead that the defendant in making certain representations had fallen below the standard of reasonable care (at [61] and [62]). That failure of pleading was the primary basis on which the High Court dismissed the claim in negligent misrepresentation.

74 In *Su Ah Tee v Allister Lim and Thrumurgan (sued as a firm) and anor (William Cheng and ors, third parties)* [2014] SGHC 159 ("***Su Ah Tee***") at [73]

[103] 2DCS at [45].

to [76], a crucial reason for the High Court's refusal to make any findings in respect of one out of three allegations of breach of duty the plaintiffs levelled against the defendants (i.e., "**item (c)**") in the context of negligent misrepresentation was because the plaintiffs had failed to plead the breach as alleged in item (c). Award's situation is even worse than the plaintiffs' in *Su Ah Tee*, given that Award completely failed to plead the nature of the alleged duty Ms Wo owed to it, much less the manner in which she had breached it.

75 Hence, on this basis alone, the claim for negligent misrepresentation must be dismissed.

76 Even if Award had pleaded the nature and scope of the duty owed by Ms Wo to it, there were no serious puts to Ms Wo on these aspects and no evidence led on the applicable standard of care she ought to have met. Here, it might be argued on Award's behalf that Ms Wo was not taken by surprise by this failure to plead, and was in fact given an opportunity to answer to this point because it had been put to her in cross-examination that she owed a duty of care (to Award) to conduct due diligence on the status of the Property as an approved dormitory or otherwise before informing a potential tenant of the same, and that she had agreed with that proposition.[104]

77 If so, this argument must be rejected. Ms Wo's admission to owing a "duty of due diligence" tells me nothing about the standard she had to meet. Was it reasonable for her to countercheck whatever her principal (Broadly) told her about the Property, or was she entitled to take Broadly's word for it? If the former, how was Ms Wo supposed to carry this out – did she have to personally correspond with the authorities (if this was even possible for her to do as a non-

[104] NE on 4 August 2025 at page 41, lines 23 to 27.

owner of the Property[105]) to obtain information on the Property's approval status, or was asking for objective proof from Broadly sufficient? In this regard, I highlight [80] of *Lam Wing Yee Jane v Realstar Premier Group Pte Ltd* [2024] 5 SLR 51*,* where the High Court emphasised that a property agent owed their own client a duty of care to verify communications *only where verification was possible.* This principle must in my view apply with at least equal, if not greater, force in a situation involving a property agent and her principal's *counterparty*. Ultimately, these questions remained unresolved at the end of trial, to Award's detriment.

78 Third and finally, no substantive submissions were made by Award in respect of Ms Wo's duty of care and her alleged breach. In Award's closing submissions, there is only one paragraph dedicated to this point, which contains a throwaway reference to *Spandeck Engineering (S) Pte Ltd v Defence Science & Technology Agency* [2007] 4 SLR(R) 100 without proper application of the legal test set out by the Court of Appeal in that case.[106]

79 Thus, at the end of my analysis on Issue 2, I find that Award has failed to establish personal liability on Ms Wo's part for fraudulent, negligent, or innocent misrepresentation. There is hence no basis for Ms Wo to be held jointly and/or severally liable for the reliefs sought by Award. I accordingly dismiss Award's counterclaim against Ms Wo.

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[105] NE on 4 August 2025 at page 2, where Mr Ng appears to suggest that only employers of work permit holders who could access the OFWAS system would be able to find out if a premises is validly registered as a dormitory when they try to register those premises as the address for the purposes of these workers' Work Permits.

[106] 1DCS at [47].

G Issue 3: Did Ms Wo breach her duty of care to Broadly? Further, or in the alternative, did Ms Wo breach a term of her contract with Broadly?

80 In the absence of any finding of personal liability on Ms Wo's part *vis-à-vis* Award, can Ms Wo still be held liable for breaches of tortious duties of care and/or contract *vis-à-vis* Broadly? That depends entirely on how Broadly has pleaded its case against Ms Wo.

81 From the ASOC, Broadly's case against Ms Wo in respect of Issue 3 is premised on two causes of action:

(a) First, in tort, for breaching her duty of care owed to Broadly as the latter's "property broker". The breach was allegedly Ms Wo's act of acting outside her authority, including by (i) communicating the Broader Representation to Award and/or (ii) publishing the Advertisement with the description "*Bukit Batok 20 Pax Worker Dormitory Approved*" ((i) and (ii) will collectively be referred to as the "**Acts**").[107]

(b) Second, in contract, for breach of an implied term to carry out her duties as a "property broker" in respect of the LA with reasonable skill and care, and/or not to act outside her authority. Ms Wo breached this implied term by carrying out, *inter alia,* the Acts.[108]

82 Ms Wo's defences to the above-stated allegations are as follows:

(a) First, Ms Wo did not breach any tortious duties of care because she had the implied authority and duty to communicate all relevant information provided by Broadly to her to prospective tenants. This

[107] ASOC at [22A] and [22B].

[108] ASOC at [22C] and [22D].

information included whether the Property had an approved workers' dormitory.[109] Even if Ms Wo had acted outside her authority at the material time, her acts had been ratified by Broadly.[110]

(b) Second, Ms Wo did not breach any implied term of her contract of engagement (i.e., the Commission Statement) because the said Statement was silent as to the terms of her engagement with Broadly.[111] In addition, Ms Wo had the implied authority and duty to communicate all relevant information provided by Broadly to her to prospective tenants. This information included whether the Property had an approved workers' dormitory.[112] Even if Ms Wo had acted outside her authority at the material time, her acts had been ratified by Broadly.[113]

(a) Ms Wo owed Broadly duties of care in both contract and tort

83 For analytical flow, I start with Broadly's contention that Ms Wo had breached an implied term of her contract of engagement. In my view, Broadly's case on this point is self-contradictory. In the ASOC at [3B], Broadly refers to the "contract" between itself and Ms Wo as being the Commission Statement it had allegedly only entered into with Ms Wo on or around 24 December 2022. If I had accepted Broadly's position (which I do not), then Broadly would have no case in contractual breach because Ms Wo had carried out the Acts complained of *prior to 24 December 2022; i.e.,* in September 2022. Ms Wo

[109] Amended 2D at [9(g)], [39] to [40].

[110] Amended 2D at [40].

[111] Amended 2D at [5] and [41].

[112] Amended 2D at [9(g)], [39], and [41].

[113] Amended 2D at [39] to [41].

cannot have breached the terms of a contract which did not exist at the point she committed the allegedly breaching Acts.

84 Fortunately for Broadly, I have found that an express Agreement between Broadly and Ms Wo arose by or on 21 September 2022 (see [33] above). It is therefore chronologically possible for Ms Wo's Acts – which took place on and after 21 September 2022 – to be caught by an implied term of this Agreement. The question is therefore whether a term that Ms Wo had to carry out her duties as an agent in respect of the LA with reasonable skill and care and/or not to act outside her authority (the "**Term**") ought to be implied into that Agreement.

85 Ms Wo objects to the implication of such a Term principally because there was no true "gap" in parties' Agreement enabling such a term to be implied. According to Ms Wo, the fact that Broadly "expected Ms Wo to perform her duties with reasonable skill and care" demonstrated that Broadly, at the very least, contemplated this issue.[114] In this regard, Ms Wo refers to the legal test for implying terms into a contract as set out in the Court of Appeal's decision in *Sembcorp Marine Ltd v PPL Holdings and anor and anor appeal* [2013] 4 SLR 193 ("***Sembcorp***") at [94] to [95].

86 It is correct to say that the Agreement between Ms Wo and Broadly does not contain any express term pertaining to her duties as agent. Hence, any such Term must be implied, either by law or in fact. By citing *Sembcorp,* Broadly and Ms Wo are arguing for and against (as the case may be) the implication of the Term in fact (see *Sembcorp* at [27] to [29]).[115] However, Ms Wo misses the

[114] 2DRS at [17] to [18].

[115] CCS at [50]. 2DRS at [16] to [19].

larger and more fundamental question as to whether such a Term is implied by law into her contract of agency (i.e., the Agreement). It is unfortunate that submissions on this rather obvious point were not made by either Ms Wo or Broadly.

87 Be that as it may, I am prepared to find that there *are* duties implied by law into contracts of agency between a property agent and her principal. This implication is supported by the plain words of statute and by established principles of common law.

(a) In paragraph 6(2)(a) of the First Schedule to the Estate Agents (Estate Agency Work) Regulations 2010, the law imposes a general duty on real estate salespersons to "act according to the instructions of the client" (the "**Regulations**"). I do not see how such a duty, which is fundamental to the agency relationship, can be excluded by contract. Indeed, it would only be coherent as a matter of principle for such an obligation to be implied by law into contracts of agency between such salespersons and their clients.

(b) It is a well-established principle of common law that every agent acting for reward is bound to exercise such skill and care in the performance of their mandate as is usual or necessary in or for the ordinary or proper conduct of the profession or business in which the agent is employed, or is reasonably necessary for the proper performance of the duties undertaken by the agent (P. Watts & FMB Reynolds, *Bowstead and Reynolds on Agency,* 23rd ed., (Thomson Reuters, 2024) ("***Bowstead***") at [6.017]). It is not disputed that Ms Wo was in fact acting for reward; i.e., for commission, as stated in the Commission Statement. It is also a fundamental rule of every contractual

agency that an agent owes a duty to their principal to act in accordance with the terms of the authority conferred (see *Bowstead* at [6.002]). This ties in with and underscores the duty imposed by the Regulations referred to at point (a) above.

88 Accordingly, I find that the Term obliging Ms Wo to act with reasonable skill and care and to act in accordance with the authority conferred on her by her principal, Broadly, must be implied by law into parties' Agreement.

89 I move on to the allegation that Ms Wo had breached her tortious duties of care. For this proposition, Broadly – quite ironically – relies on [07.006] to [07.012] and [07.013] to [07.021] of *The Law of Agency.* [07.006] to [07.012] of *The Law of Agency* discusses an agent's general duty to perform the terms of their contract strictly, and not to exceed the authority that has been granted pursuant to such contract.[116] [07.013] to [07.021] of *The Law of Agency* discusses, *inter alia,* a contractual agent's duties in contract and in tort to perform their obligations with reasonable skill and care.[117] To start off, if Broadly wishes to rely on these principles, it must necessarily be taken to concede that Ms Wo was its agent (in the legal sense). If it does not, then I do not know what basis Broadly has to transpose legal principles applicable to the agent-principal relationship to a *non*-agent-principal relationship. No arguments were proffered on behalf of Broadly to justify this. Regardless, I proceed to consider Broadly's first argument on the basis of my finding that Ms Wo was in fact Broadly's agent in the legal sense (at [20] to [35] above).

[116] *The Law of Agency* at [07.006].

[117] *The Law of Agency* at [07.013].

90 Ms Wo does not appear to dispute that she owed a tortious duty of care not to act outside of her authority as Broadly's agent.[118] However, she argues that Broadly has, in its submissions, raised unpleaded duties of care – that of conducting due diligence on the truth of the Broader Representation – which ought to be disregarded.[119] I agree with Ms Wo's argument for reasons similar to those at [72] and [76] above in relation to Award's failure to plead this specific duty to conduct due diligence. Hence, I will only consider Broadly's argument to the extent to which it has been pleaded; i.e., that Ms Wo owed it a duty in tort not to exceed the authority granted to her as Broadly's agent.

91 An agent may owe concurrent duties in tort and in contract to her principal (see *Bowstead* at [6.018]). One such example is the concurrent duties owed by solicitors to their clients in both contract and tort to exercise the reasonable skill and care expected of a reasonably competent and diligent solicitor[120] (see *Su Ah Tee* at [70] to [72]). Does the agent-principal relationship, in the context of a real estate salesperson and her client, give rise to the same concurrent duties? Primarily on the basis that Ms Wo does not refute the existence of her tortious duty of care of refraining from acting outside the scope of her authority (which is, again, foundational to the agency-principal relationship), I accept that Ms Wo owed Broadly a concurrent duty in tort not to exceed the authority granted to her as Broadly's agent. Before leaving this point, I highlight that Broadly pleaded a tortious duty of care which is *different* from the implied contractual duty.[121] Hence, my findings on the scope of Ms

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[118] 2DCS at [63].

[119] 2DRS at [13] to [15].

[120] Unless a particular aspect of the duty has been expressly excluded from or included in the contract. See *Su Ah Tee* at [72].

[121] ASOC at [22B] and [22C].

Wo's tortious duty of care is limited to and by what Broadly has pleaded at [22B] of the ASOC, which is therefore different from the scope of the implied contractual duty I have found to be part of parties' Agreement (see [88] above).

(b) Ms Wo did not breach the duties she owed to Broadly, be it in contract or in tort

92 Regardless of whether Ms Wo's duty arises in contract, in tort, or both, I find that she did not breach these duties by carrying out the two Acts Broadly complains of. In my view, the evidence plainly shows that Broadly had given Ms Wo the implied actual authority to convey the Broader Representation to Award.[122] This evidence, in addition to my analysis at [30] to [31] above, comprises the following:

(a) Broadly agrees that it had engaged Ms Wo, sometime in September 2022, to market the Property with the aim of finding a tenant.[123]

(b) Broadly agrees that it had given Ms Wo permission to market the Property at a minimum rent of $14,000 per month.[124] From this, the obvious inference is that Broadly knew that Ms Wo would be making representations of fact to prospective tenants, such as and including the baseline of $14,000 which Broadly was willing to let the Property out at. Indeed, I find that Broadly in fact *intended for and authorised Ms Wo to do so*. Broadly could not have been telling Ms Wo its preferred rental rate merely for her to keep that information to herself.

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[122] 2DCS at [64] to [67].

[123] Mr Roy's AEIC at [6]. See too NE on 16 July 2026, page 46, lines 29 to 31.

[124] NE on 16 July 2026, page 46, lines 29-31; see too page 48, lines 1 to 4.

(c) Broadly argues that it did not know the methods Ms Wo would be employing to market the Property,[125] and that it did not give her permission to advertise the Property.[126] This argument misses the point. The fact remains that Broadly gave Ms Wo permission to market the Property; that necessarily involves Ms Wo providing prospective tenants information about the Property, regardless of whether she put that information in an online advertisement or conveyed it privately to prospects. To me, the specific mode chosen by Ms Wo of online advertising is simply an act incidental to the overarching *express* authority Ms Wo had been conferred by Broadly to market the Property.

(d) I have earlier found that Broadly had made the Broader Representation to Ms Wo before 21 September 2022 (see [67] above). Similar to point (b) above, the necessary inference I draw is that Broadly intended for Ms Wo to convey the Broader Representation to prospective tenants of the Property. Even if Broadly did not explicitly tell Ms Wo to do so, the implication is patently clear. In fact, the discussion of Broadly's preferred rental rate *on the same occasion* on which Broadly conveyed the Broader Representation to Ms Wo strongly suggests to me that Broadly intended for Ms Wo to package the Property as having an approved dormitory on the premises *in order to be able to fetch that high rental rate.*

93 To sum up, by carrying out the Acts, Ms Wo was in fact acting within the scope of her implied actual authority as Broadly's agent. There can be no breach on her part, be it in contract or in tort, for doing so. Consequently, there

[125] NE on 16 July 2026, page 14, lines 26 to 31.

[126] NE on 16 July 2026, page 15, lines 1 to 5.

is no basis for the declaration sought by Broadly for Ms Wo to indemnify Broadly in relation to Award's counterclaim, nor for Ms Wo to be held liable for the money orders Broadly seeks. All parts of Broadly's claim against Ms Wo is dismissed.

94 For completeness, given my findings at [92] above, the issue of ratification does not arise.[127]

H Issue 4: Is Broadly liable for fraudulent, negligent, or innocent misrepresentation *vis-à-vis* Award?

(a) A principal is liable for deceit if he fraudulently causes an innocent agent to make a false representation to a third party

95 To recapitulate, I have earlier found that Ms Wo made an actionable misrepresentation to Award in the form of the Broader Representation, which Award relied on in entering into the LOI and the LA. Despite this, I have ultimately found that Ms Wo is not liable for any tort of misrepresentation *vis-à-vis* Award. Despite that, can liability for misrepresentation be visited on Broadly based on my finding that Ms Wo had made an actionable misrepresentation to Award in her capacity as Broadly's agent? In other words, as the learned authors of *Bowstead* put it at [8.183]:

> [A]re the acts and minds of principal and agent to be regarded as so far one that, by taking the agent's statement and the principal's knowledge together, the principal can be held liable to the third party in deceit[128]? (the "**Question**")

96 There is no local appellate authority which answers this Question. Hence, I turn to English appellate authority for guidance. Before I embark on

[127] Amended 2D at [40].

[128] Also known as the tort of fraudulent misrepresentation – see *Panatron* at [13].

this analysis, it is worth noting that our Courts have had little difficulty in referring to and applying legal tests laid down by the English courts on related issues – see, for example, the case of *Skandinaviska Enskilda Banken AB (Publ), Singapore Branch v Asia Pacific Breweries (Singapore) Pte Ltd and anor and anor appeal* [2011] 3 SLR 540 ("***Skandinaviska***"), in which our Court of Appeal applied the "close connection test" propounded by the House of Lords in *Lister v Hesley Hall Ltd* [2002] 1 AC 215 in determining whether vicarious liability should be imposed on an employer for torts committed by an employee during an unauthorised course of conduct (see *Skandinaviska* at [75] and [87]).

97 Returning to the Question at hand, *Bowstead* refers to the decision of the English Court of Appeal in *Armstrong and anor v Strain and anor* [1952] 1 KB 232 ("***Armstrong***"). To be clear, *Armstrong* was not a case where the Question was directly engaged on the facts. However, what is valuable in that decision is the reference by the Court of Appeal to an earlier decision of the House of Lords which *did* engage the Question.

98 I very briefly summarise the facts in *Armstrong,* as that decision must be understood as being confined to the specific findings of fact made by the trial judge in that case. In *Armstrong,* the defendant seller, Strain, engaged a firm of estate agents to find a buyer for his property. Skinner, a member of that firm, made a false representation to the plaintiffs, which the plaintiffs relied on in purchasing the said property. Subsequently, the plaintiffs sued, *inter alia,* Strain (the principal) and Skinner (the agent), claiming damages for fraudulent misrepresentation (at 234). Skinner did not know that the statement he had made to the plaintiffs was untrue (at 233). Strain, although he knew of facts which made the statement untrue, did not authorize Skinner to make the representation and did not know that he was making it (at 233 to 234).

99 The trial judge found, as a matter of *fact*, that neither Strain nor Skinner were guilty of fraudulent misrepresentation (at 241).

100 The Court of Appeal dismissed the plaintiffs' appeal against the trial judge's decision. In doing so, the Court of Appeal declined to interfere with the trial judge's findings of fact that both Strain and Skinner did not possess the requisite *mental element* – dishonesty – required before a finding of fraud could be made (at 241 and 246). In other words, the Question was not engaged. It was in that context that the trial judge stated as follows (at 241):

> There is no way of combining an innocent principal and agent so as to produce dishonesty. You may add knowledge to knowledge, or, as Slesser L.J. put it, state of mind to state of mind. But you cannot add an innocent state of mind to an innocent state of mind and get as a result a dishonest state of mind.

101 But what of a situation where the Court finds that the principal *has* the requisite guilty knowledge to establish fraud despite the lack of such knowledge on the part of the agent? Put another way, what of a situation where the Question is directly engaged?

102 This where the reference by the Court in *Armstong* to the earlier decision of the House of Lords in *S. Pearson & Son, Limited v Dublin Corporation* [1907] 1 AC 351 ("***Pearson***") is instructive. In *Pearson,* the House of Lords enunciated the following principle which answers the Question directly:

> … [I]t matters not in respect of principal and agent (who represent but one person) which of them possesses the guilty knowledge or which of them makes the incriminating statement. If between them the misrepresentation is made so as to induce the wrong, and thereby damages are caused, **it matters not which is the person who makes the representation or which is the person who has the guilty knowledge.**
>
> **[emphasis added]**

103 The House of Lords in *Pearson* effectively made the point that a principal's guilty state of mind could be combined with an actionable misrepresentation innocently made by the principal's agent, so as to give rise to an action in deceit against the principal. This was in fact the Court of Appeal's summary of the legal principle laid down by *Pearson* at 248 to 249 of the judgment in *Armstrong; viz.,*

> [A] principal was liable for the fraudulent representations of his agent although those representations reached the third party through and by the innocent channel of the principal, **just as the principal would be liable if he, the principal, fraudulently caused an innocent agent to communicate a misrepresentation to the third party.**
>
> **[emphasis added]**

(b) Broadly's fraudulent misrepresentation induced Award to enter into the LA

104 Applying the legal principle expressed in *Pearson,* Award must establish four facts for Broadly to be liable for fraudulent misrepresentation:

(a) Broadly must have authorized (i.e., "caused") Ms Wo to make the Broader Representation to Award;

(b) The Broader Representation must be an actionable misrepresentation;

(c) Award must have suffered damage by acting on the Broader Representation[129]; and

[129] I did not make, nor did I need to make, a finding on this element of fraudulent misrepresentation in determining Ms Wo's liability as I found her not to be liable in the absence of dishonesty on her part.

(d) In light of my finding that Ms Wo did not possess dishonest intent in communicating the Broader Representation to Award (see [61] to [70] above, Broadly must be proved to have the requisite mental elements of indicative of fraud; i.e., that Broadly either knew that it was false or had no genuine belief that it was true (see *Panatron* at [14]).

105 I have already found the first and second facts to be established. To summarise, I have found that Ms Wo had implied actual authority to convey the Broader Representation to Award (at [30], [31] and [92] above), and that the Broader Representation was a false statement of fact which was material and which Award relied on in entering into the LOI and LA (at [54] to [60] above).

106 I also find the third fact to be proved. Because Award was induced by the Broader Representation to enter into the LOI and the LA, Award paid to Broadly the following sums as a result:

(a) $28,000 as the Deposit for the lease; [130]

(b) $7,490 as rent for Level 4 only for the month of November 2022 (inclusive of GST); [131]

(c) $14,980 as rent for the Property for the month of December 2022 (inclusive of GST);[132] and

[130] ASOF at [15].

[131] ASOF at [16].

[132] ASOF at [17].

(d) $1,605 as "locker and bedframe charges".[133] Although Mr Roy did not explicitly attest to the purpose or fact of this payment, he admits that Broadly received the cheque for $1,605, issued by Award on 13 October 2022, which on its face bears the writing "*locker + bedframe charges*".[134]

107 Award would not have paid out these monies to Broadly, and thereby suffered damage, if it had not been induced by the Broader Representation to enter into the LOI and the LA.

108 I now consider the fourth and most disputed fact: that of Broadly's state of mind in relation to the truth of the Broader Representation. In my view, the evidence more than adequately supports a finding that Broadly knew that the Broader Representation was false and in all likelihood intended for Award to believe it and be induced to enter into a contract for the lease of the Property.

(a) First, whether the Property could be legally used as a dormitory to house workers was a fact especially within Broadly's knowledge as landlord of the Property. In fact, Broadly does not dispute knowing, at all material times, that the Property was lacking in at least one regulatory approval from the SCDFC that prevented it from being legally used as a dormitory.[135]

(b) Second, despite knowing that no one could legally use the Property as a dormitory at all material times, Broadly, through Mr Roy,

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[133] Mr Ng's Supplementary AEIC ("**SAEIC**") at [6e]. See the cheque image at page 17 of Mr Ng's SAEIC.

[134] Mr Roy's AEIC at [17] and GE-6, page 194.

[135] Mr Roy's AEIC at [30b].

> deliberately provided information it knew was false – i.e., that the Property had the requisite approvals from the authorities to be legally used as a dormitory – to Ms Wo prior to 21 September 2022. Undoubtedly, and as I have earlier found, Broadly conveyed the Broader Representation to Ms Wo with the intention and in order for her to pass that information on to prospective tenants like Award (see [92] above). It must also be recalled that Broadly had knowingly instructed Ms Wo to market the Property at a rental rate which it knew only a property with an approved dormitory would fetch (see [67(c)] above). The only reason why Broadly would have wanted Ms Wo to do so was for prospects to believe that the Property was approved for a use that it was actually not, and to consider it as a positive attribute of the Property which they would be prepared to pay a premium for. Put another way, Broadly had an obvious financial motive to make the false Broader Representation to prospective tenants like Award. This is, to me, a textbook case of dishonesty.

109 Thus, Broadly's dishonest mental state, combined with the actionable misrepresentation it made to Award through Ms Wo, gives rise to liability for fraudulent misrepresentation on Broadly's part.

110 If I am wrong in my decision on this point, I would have been prepared to find, in the alternative, that Broadly is liable for making an innocent misrepresentation to Award through Ms Wo. Unlike the tort of fraudulent misrepresentation, innocent misrepresentation does not require proof of a mental element, and I think the foundation of the principle in *Pearson* – that the law treats the principal and agent as one person – can be extended to include a case where the principal authorizes its agent to make a representation to a third party which turns out to be false. However, given my findings of fact as to

Broadly's knowledge of the falsity of the Broader Representation and the implications of its instructions to Ms Wo (see [108] above), it is far more appropriate for liability to be grounded on fraudulent rather than innocent misrepresentation.

(b) Award is only entitled to rescission and not an award of damages

111 Having established liability on Broadly's part for the tort of deceit, what reliefs is Award entitled to?

112 Award seeks rescission of the LA as its remedy of first choice, and, in the alternative to rescission, "damages in lieu of rescission".[136] Award has chosen to phrase the alternative remedy it is seeking in its pleadings in a very particular way; i.e., using the language of s. 2(2) MA. It therefore appears, from Award's pleaded case, that Award is seeking the alternative remedy of damages *solely* on the basis of the MA. My impression is reinforced by [67] of its closing submissions, wherein Award confirms that it seeks "damages in lieu of rescission **which is open to it under ss. 2(2) and 2(3) of the [MA] (emphasis added)**". Thus, based on how Award's pleadings and submissions have been drafted, Award is *not* seeking damages under the common law should rescission not be granted. This distinction is important, because I have found that Broadly is liable for making a fraudulent misrepresentation, and s. 2 MA does not apply to misrepresentations made fraudulently.

113 I briefly segue into the remedies available to a representee who manages to successfully prove that a tort of fraudulent misrepresentation has been committed against him before addressing the consequences of Award's position.

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[136] 1AD&CC at [42].

114 Under the common law, rescission is available as of right upon the establishment of a tort of fraudulent misrepresentation, provided all pre-requisites for common law rescission are met (*CDX and anor v CDZ and anor* [2021] 5 SLR 405 ("***CDX***") at [53] and [54]). Regardless of whether the representee manages to persuade the Court that the contract in question ought to be rescinded at common law, he can claim damages under the common law for fraudulent misrepresentation, whether in addition or in the alternative to rescission (see *CDX* at [58]).

115 Rescission in equity is also available, not as of right but only at the Court's discretion, should the representee be unable to surmount the stricter requirements before common law rescission will be granted (see *CDX* at [55]). Damages *per se* is also not a remedy available in equity; only "equitable compensation" is (see *CDX* at [57]).

116 Going back to Award's pleaded position, I find that Award is neither entitled to an award of damages nor equitable compensation because it has openly limited itself to seeking damages under the MA (which only applies to negligent and innocent misrepresentations: see *CDX* at [57]). In other words, Award is not seeking common law damages (nor equitable compensation, for that matter), which is the only basis on which it can obtain damages for *fraudulent misrepresentation.* Accordingly, the only relief open to Award is that of rescission. Whilst Award's pleadings and submissions do not state whether it is relying on common law or equitable rescission, the pleadings are sufficiently broad (and vague) enough to encompass both.

(c) Award is entitled to equitable rescission of the LA

117 I therefore start by considering whether Award is entitled to rescind the contract(s) it entered into with Broadly as a result of the fraudulent misrepresentation as of right under the common law. Given my finding that Award was induced to enter into both the LOI and the LA due to Broadly's Broader Representation (at [51] to [58] above), Award could have sought rescission of *both* the LOI and the LA. However, for reasons best known to itself, Award only pleaded for the LA *and not the LOI* to be rescinded.[137] This is a strange position to take, given Award's averments that *both* the LOI and LA are valid contracts[138] and that both were tainted by the Broader Representation. In fairness to Broadly, I hold Award to its pleadings, and will therefore consider the question of rescission only in relation to the LA.

118 Before rescission can be granted, it must be possible to effect precise and complete *restitutio in integrum* (see *CDX* at [54]). What that means is this: where the contract has been executed, the representee must in seeking rescission restore or offer to restore the benefits received by it from performance by the representor (see *Axis* at [100]). In other words, there must be a mutual "giving and taking back on both sides" of benefits and obligations arising out of the rescinded contract (see *RBC Properties* at [118]). Where the representee does not offer restoration of benefits, then the prayer for rescission will fail if the Court finds that there *are* benefits to be restored (see *Axis* at [101]).

119 In the present case, the obvious benefit that Award received under the lease was its possession and use of the Property for the period prior to the date

[137] 1AD&CC at [12(e)] and [48(1)].

[138] 1AD&CC at [12(a)(ii)].

on which it vacated the Property. The length of that period is disputed, which I will come to shortly. What is important to note at this point is that there is no offer by Award in its pleadings to effect counter-restitution to Broadly of this benefit consequent to an order of the rescission *ab initio* of the LA. Further, and more importantly, I do not see how the benefits Award enjoyed by being in possession of and using the Property can be perfectly restored to Broadly under the strictures of the common law doctrine. The present scenario is materially different from a situation involving, say, the sale and purchase of a car, whereby a Court ordering rescission of the sale and purchase agreement will order the return of that car to the seller-representor and the repayment of the purchase price to the buyer-representee (*Salt v Stratstone* [2015] EWCA Civ 745 ("***Stratstone***") at [11]). There is no analogue I can think of to facilitate the "return" of the benefit of possession of real property, no matter how short a time the representee enjoyed it for.

120 Hence, what is open to Award in the present circumstances is equitable rescission. Equity allows a Court to account for benefits and make allowance for deterioration to achieve substantive and practical justice between the parties in making an order for rescission (see *Stratstone* at [25]). The question is therefore whether this Court ought to exercise its discretion in ordering the relevant contract(s) between Broadly and Award to be rescinded.

121 Up to this point, it was not necessary to differentiate between the LOI and the LA because of my finding that common law rescission is not available to Award, regardless of what the contract in issue is. But that differentiation must now be made for the purposes of the analysis on equitable rescission. This is because Award paid different sums of money to Broadly under the LOI and the LA, and the obligations to make payment for these sums exist under one document but not the other. In turn, this will determine what benefits attach to

the LOI and LA respectively, and therefore what benefits ought to be reversed should I find that the LA ought to be rescinded.

122 In my view:

(a) Award must have paid Broadly the sum of $7,490 (inclusive of GST) as rent for Level 4 for the month of November 2022 **pursuant to the LOI** and not the LA, because there is no express obligation for Award to make this payment contained in the LA. In contrast, the LOI explicitly states that Award is to pay the "*completed dormitory rental of $7000 from 1st November 2022 to 30th November 2022*" once the LA is signed by both parties, but before the commencement of the tenancy.[139]

(b) Award must have paid Broadly the sum of $1,605 as "locker and bedframe charges" **pursuant to the LOI** and not the LA, for reasons similar to point (a) above. Whilst the LA is silent on any obligation on Award's part to pay for "locker and bedframe charges", the LOI contains a term that reads "*10 double bed 20 locker bed and lock all in $1500 (sic)*". Inclusive of GST at the prevailing rate of 7%, this gives rise to the figure of $1,605.[140]

(c) Award paid Broadly the Deposit **pursuant to Clause 2(1) of the LA** and not the LOI. Despite the fact that half of this Deposit was obviously paid as the goodfaith deposit pursuant to the LOI and not the LA,[141] parties have agreed that the whole of the Deposit was paid

[139] AB at 9.

[140] Parties agree that GST had to be applied to all non-deposit payments made by Award to Broadly. See ASOF at [16] and [17].

[141] AB at 9 and 10.

pursuant to the terms of the LA.[142] I decline to go behind parties' agreement in this regard.

(d) Award paid Broadly the sum of $14,980 (inclusive of GST) as rent for December 2022 **pursuant to the LA** and not the LOI. This is an agreed fact.[143]

123 The upshot of the above is this: as rescission unravels a contract, had Award pleaded that *both* the LOI and LA should be rescinded, it would matter whether both the LOI and the LA, or just the LA, are validly enforceable contracts. However, given the way Award has chosen to plead its case, this issue is moot. As parties did not dispute that the LA was a valid and enforceable contract, I will only proceed to consider the payments as made pursuant to the LA at [122(c)] and [122(d)] above as being the benefits conferred on Broadly by Award in my analysis on rescission.

(d) The LA should be rescinded ab initio

124 I now consider whether I should exercise my discretion in Award's favour by ordering the rescission of the LA. In my judgment, the answer is yes.

125 The first reason lies in the materiality of the Broader Representation. That Representation, as stated earlier, was fundamental to the existence of the LA. Without it, Award would have little reason to rent the Property, much less at the higher rate an approved dormitory would fetch. It must be remembered that the Property is a *commercial property.* Commercial property is rented with business purposes first and foremost in mind. Without the key characteristic of

[142] AB at [15].

[143] AB at [17].

being able to fulfil Award's business purposes – that of being a legally-approved dormitory to house its foreign workers – Award would more likely than not have rejected the LA. Consequently, the LA must be rescinded *ab initio,* and parties must therefore be restored to their pre-contractual positions.

126 Second, Broadly has failed to properly plead or prove any bars to rescission. As a matter of law, the burden of pleading and proving bars to rescission falls on the misrepresentor (see *CDX* at [88], citing *Stratstone* at [25]). The only objection Broadly appears to have raised to rescission is that Award had supposedly affirmed the LA, and is therefore estopped from rescinding the LA.[144] I decline to find that Award had affirmed the LA on two grounds:

(a) One, Broadly failed to plead any particulars relating to Award's supposed affirmation of the LA. A pleading that the remedy of rescission is unavailable to the representee due to his affirmation of the contract must give full particulars as to when and how the contract is said to have been affirmed (J. Pinsler, *S.C., Bullen & Leake & Jacob's Singapore Precedents of Pleadings* (Sweet & Maxwell, 2016) ("***Bullen & Leake***") at [20.15] and [25.76]). Broadly's failure to do so is fatal to its attempt to raise the defence of affirmation to the order of rescission sought by Award.

(b) Two, even if Broadly *had* properly pleaded its case on affirmation, I would have taken Broadly to have abandoned that defence by its complete omission to address it in its submissions.

127 Thus, I find there to be no bars to equitable rescission in the instant case.

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[144] CDTCC at [23].

128 Finally, and in light of the flexibility of rescission in equity, all is not lost in relation to Award's failure to plead willingness to counter-restore to Broadly the benefits it enjoyed from the lease. This is because Broadly has itself laid a claim for unpaid rent against Award. Hence, if I find that Award had in fact remained in occupation and use of the Property without paying rent and any other contractual payments due to Broadly under the terms of the LA, Award will have to restore the money value of those benefits to Broadly as part of *restitutio in integrum*.

129 Now, when did Award actually vacate the Property? Award pleads that it did so "as of 1 January 2023 at the latest".[145] Under cross-examination, Mr Ng confirmed that the date on which Award vacated the Property was on 1 January 2023 itself.[146] Broadly appears to take the position that the lease was only determined on 4 April 2023, by way of its notice to re-enter the premises.[147] However, Broadly neither pleaded nor testified to the date on which Award *physically vacated* the Property. All Mr Roy can say, as a matter of his personal knowledge, is that Award was no longer on the Property on 12 May 2023, the date on which Mr Roy conducted his own inspection of the Property.[148]

130 Hence, Award's position that it physically vacated the Property on 1 January 2023 remains unchallenged at the end of trial. I therefore accept it as true.

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[145] 1AD&CC at [11] at s/n 4 and [41].

[146] NE on 16 July 2026 at page 128, lines 12 to14.

[147] ASOC at [14].

[148] Mr Roy's AEIC at [42] to [43].

131 Having dealt with the first question, I now consider which dates ought to be used to determine the period over which Award should be taken to have had possession and use of the Property. Should it be 1 November 2022 (the start of the lease) to 31 December 2022 (the day before Award vacated the Property), or 1 November 2022 to 3 April 2023 (the day before Broadly purported to terminate the lease)? As a matter of logic, the answer is the first option. Based on my finding that the LA is rescinded *ab initio,* the contract for the lease of the Property should not have existed to begin with. It would therefore be incoherent, as a matter of principle, for Broadly to be able to terminate the LA, even if allegedly in accordance with its terms. I also find it morally unpalatable for the misrepresentor, i.e., the party who behaved badly in this case, to be able to say that its acts had validly put an end to a contract when that contract has been unwound *on account of the wrong which the misrepresentor had committed first (i.e., making the misrepresentation to the misrepresentee).* Thus, in effecting rescission of the LA, Award must account to Broadly for the benefit of possession and use of the Property from 1 November 2022 to 31 December 2022 (the "**Period**"), which is to be achieved by an order that Award is to pay Broadly rent for the said Period.

132 Accordingly, upon the LA being rescinded *ab initio,* Award has to pay Broadly a total of $29,960 as part of *restitutio in integrum*, which consists of two months' rent inclusive of GST for the Period. However, given that Award has already paid Broadly the sum of $14,980 (inclusive of GST) as rent for December 2022,[149] Award only owes Broadly the sum of **$14,980** (being the balance rent for November 2022). I do not take into account the sum of $7,490 which Award paid only for Level 4 for November 2022. That loss must lie

[149] ASOF at [17].

where it falls, given my finding that that payment was made pursuant to the LOI and Award's decision *not* to seek rescission of the same.

133 Finally, I come to Award's claim for damages as pleaded at [42] and [48(4)] of the 1AD&CC. These damages are for:

(a) The stamp duty fee Award paid to have the LA duly stamped, as required by cl. 26 of the LA;

(b) The public liability insurance Award paid, allegedly pursuant to cl. 18 of the LA;[150]

(c) The amount Award paid to renovate certain parts of the Property;

(d) The amount Award paid as "internal dismantling works and transportation"; and

(e) Alternative dormitory accommodation for its foreign workers and alternative rental premises at AMK Tech 1.

134 I will consider whether Award ought to be compensated for the above-stated sums flowing from the rescission of the LA. My decision in this regard is as follows:

(a) In respect of the **$1,349** Award paid to C&H in respect of the requisite stamp duty fees for the LA, I agree with Award that Broadly ought to compensate Award for this sum. Clause 26 of the LA does indeed impose the obligation to stamp the LA on Award (the tenant), and Award has adduced documentary evidence – in the form of the

[150] 1DCS at [69].

IRAS Certificate of Stamp Duty and a receipt for the sum of $1,349 issued by C&H to Award for this sum[151] – to prove that it had paid this sum. Had Award not entered into the LA, there would have been no need for it to pay this fee.

(b) In respect of the **$1,000** Award claims it paid to purchase a policy of insurance required by Clause 18 of the LA, I decline to order Broadly to make good this sum. This is because the policy Award purchased from Liberty Insurance Pte Ltd (the "**Policy**") does not adhere to the contractual requirements contained in Clause 18 of the LA.[152] The Policy does not appear to have been purchased in the joint names of Broadly and Award, as required by Clause 18(b)(i) of the LA. Nor does the Policy appear to include a provision for waiver of subrogation against Broadly, as required by Clause 18(b)(i) of the LA. In any case, as Broadly[153] and Ms Wo[154] have pointed out, the coverage of this Policy is not confined to the Property. The Property's address does not appear anywhere on Liberty's tax invoice or its Quotation, and there is nothing in these documents to suggest that only acts committed or damage occurring on the Property would be covered by the said Policy.[155] I therefore accept Broadly's and Ms Wo's argument that Award more likely than not enjoyed coverage under the Policy even after it vacated the Property. Hence, it would be neither just nor equitable to compel

[151] Mr Ng's SAEIC at pages 7 to 8.

[152] Mr Ng's SAEIC at pages 9 to 11.

[153] CCS at [58].

[154] NE on 4 August 2025 at page 26, lines 3 to 29.

[155] Mr Ng's SAEIC at pages 9 to 11.

Broadly to pay for insurance coverage which Award had already enjoyed despite exiting the Property.

(c) As a matter of principle, Broadly must refund part of the renovation costs incurred by Award in doing up the Property. Although Award would not be able to claim the value of these works at the end of its lease even if the LA had been a good contract, the fact remains that Award has improved the Property by its renovations, which would not have happened had Award not rented the Property to begin with. And Broadly would, at the end of the day, take the benefit of these improvements as part of the reversionary estate upon the expiry of the LA. To this end, I accept Mr Ng's unchallenged evidence that the invoice shown on page 12 of his SAEIC was for completed works that were carried out to Level 3 of the Property, which Award had to pay Inar Engineering Pte Ltd $15,000 (excluding GST) for.[156] I am not persuaded by Broadly's argument that Award should not be allowed to claim this sum because Award allegedly proceeded with these renovations despite knowing that the Property did not have an approved dormitory.[157] This argument is premised on the concept of mitigation of loss, which is not relevant to rescission of a contract. Moreover, Broadly did not dispute that these renovations to Level 3 had commenced sometime around 2 or 3 November 2022, which was *before* Mr Ng discovered the unapproved status of the Property.[158]

[156] NE on 4 August 2025 at page 29, lines 8 to 12, and page 30, lines 1 to 3.

[157] CCS at [63].

[158] NE on 4 August 2025 at page 29, lines 1 to 7.

The above being said, I think that Award's claim should be reduced by a rough and ready proportion of the period over which it enjoyed the benefit of these renovations. Given that Award was unable to say *when* the renovations to Level 3 were completed,[159] I will presume, in Broadly's favour, that Award was more or less able to enjoy these renovations for the entire Period. The Period spans two months, which is one-twelfth the full term of the LA. Hence, applying a one-twelfth reduction to the sum of $15,000, Broadly is to pay Award the sum of **$13,750** for the benefit it ultimately received from these renovations.

(d) Award has completely failed to explain what these "internal dismantling works and transportation" were for, how it derived the figure of **$5,000**, or prove that it had truly incurred loss of "approximately $5,000" in relation to these works/transportation costs. Accordingly, the fact and quantum of Award's loss here is not proved. I therefore decline to order Broadly to compensate Award for this sum.

(e) Finally, I do not think it appropriate to take into account the costs Award incurred in finding alternative rental accommodation and an alternative dormitory for its workers as part of the analysis on rescission. These expenses are far too remote. Ordering Broadly to compensate Award for the same does not result in Award being placed in its pre-LA position, but rather results in Award being paid damages of some kind. In any case, as Broadly points out,[160] Award has failed to adduce documentary evidence to prove the existence of its rental agreements at AMK Tech 1 and at the unknown alterative dormitory. It would have

[159] NE on 4 August 2025 at page 29, lines 16 to 17.

[160] CCS at [65].

been quite easy for Award to obtain and adduce this evidence, and I do not think it right for Award to succeed in claiming this sum of **$41,355.40**[161] in the absence of such evidence.

135 Thus, upon the LA being rescinded *ab initio*, I:

(a) Allow Broadly's claim for unpaid rent, but only in the sum of **$14,980**.

(b) Dismiss Broadly's claim for contractual interest, as the basis on which that interest can be claimed (i.e., the LA) no longer exists.

(c) Allow Award's counterclaim, in that the LA is hereby rescinded *ab initio.*

(d) Allow Award's counterclaim for the Deposit amounting to **$28,000**. In this vein, I decline to make a declaration relating to the Deposit as sought by Award[162] for the simple reason that Award did not address me on the necessity for such an order to be made.

(e) Allow Award's counterclaim, but only for the sum of **$15,099**. This sum comprises:

(i) The $1,349 Award paid as stamp duty for the LA; and

(ii) $13,750, being the value of the benefit Broadly ought to compensate Award for in relation to the renovations on Level 3.

[161] Being $3,700 + $37,655.40. See 1AD&CC at [42].

[162] 1AD&CC at [48], header D.

I Issue 5: Did Broadly breach the LOI and/or LA by failing to provide Award with an approved dormitory?

136 Alongside a cause of action in misrepresentation, Award also raises a counterclaim against Broadly based on breach of contract; i.e., breach of the terms of the LOI and/or the LA. Award's case is that the terms of the LOI and the Broader Representation were incorporated, either expressly or impliedly, into the LA.[163] In the alternative, the LOI was itself a valid contract that operated concurrent to or in conjunction with the LA.[164] In either case, Award argues that Broadly breached the terms of each agreement by failing to provide it with an approved dormitory at Level 4.[165]

137 In reply, Broadly argues that the LOI was not a contractually-binding document, and was in any event superseded by the LA subsequently entered into by parties.[166] In addition, the LA did not incorporate the terms of the LOI.[167] Regardless, Broadly denies breaching the terms of either the LOI or the LA.[168]

138 Despite its pleadings, Award made no arguments at all in its submissions in support of its claim for breach of contract. On this basis, I consider Award to have abandoned its cause of action premised on breach of contract. Accordingly, I decline to consider Issue 5. In any case, Award has already succeeded in what now appears to be its primary claim premised on misrepresentation.

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[163] 1AD&CC at [12(a)] and [38].

[164] *Ibid.*

[165] 1AD&CC at [40].

[166] Broadly's amended Defence to Counterclaim ("**CADTCC**") at [14].

[167] *Ibid.*

[168] CADTCC at [32].

J Issue 6: Did Award breach the LA by failing to pay rent for January 2023 to 4 April 2023? Consequently, does Award owe Broadly contractual interest on these sums at the rate of 1.5% per month?

139 Flowing from my decision that the LA ought to be rescinded *ab initio* because of Broadly's fraudulent misrepresentation to Award, the answer to Issue 6 is "no".

K Issue 7: Did Award breach the LA by, *inter alia,* failing to keep the Property in good and tenantable condition? Relatedly, is Broadly entitled to retain the Deposit?

140 The second half of the question posed by Issue 7 – i.e., whether Broadly is entitled to retain the Deposit – has been answered in the negative at [135(d)].

141 In relation to the first half of the question posed by Issue 7, Broadly's case can be placed into two categories. The first category pertains to what is essentially the property damage caused by Award to certain parts of the Property. Broadly is claiming the cost of cure for these heads of claim. The second category pertains to Broadly's loss of chance to rent out the Property from 4 April 2023 to 12 May 2023 because of Award's alleged failure to properly hand over the Property in accordance with the terms of the LA.

142 In consequence of my decision that the LA is now rescinded, there arises a further question as to whether Broadly can still lay a claim for property damage and loss of chance to rent out the Property based on Award's purported breaches of the LA. I approach this question fundamentally from a first-principles basis and as a matter of fairness.

143 If Broadly can successfully prove that Award had caused damage to the Property, I think that Broadly is well-within its rights to seek compensation from Award to restore the Property to its original, pre-LA state. My decision is not

founded on breach of contract, but on a logical extension of my order rescinding the LA. To put it simply, had the lease never existed, the Property would have remained in its pre-contractual state. Hence, as part of *restitutio in integrum,* and for Award to be able to say that it has come to this Court with clean hands, Award must restore the Property to its pre-LA state. It would be inequitable for Award to escape the financial consequences of misusing Broadly's Property.

144 In contrast, Broadly's claim for loss of chance to rent out the Property cannot stand. The nature of this loss can only be expectation loss flowing from Award's breach, which is not my finding in this case. Attempting to fit this claim under the auspices of "restoring" Broadly to its pre-LA position would be taking the principles of *restitutio in integrum* too far. Broadly should not expect that its Property would as a matter of course be rented out following Award's vacating of the Property, or expect compensation to that end, when Broadly was the tortfeasor to begin with. Hence, Broadly must bear whatever loss it alleges it suffered in this regard.

145 My analysis under Issue 7 will therefore only consider the question of whether Award caused damage to Broadly's Property.

146 Clauses 2(6), (7), and (10) of the LA[169] place the responsibility on Award, as tenant of the Property, to (respectively):

> (a) Keep the interior of the Property clean and in good and tenantable repair (fair wear and tear accepted), and to, *inter alia,* replace or repair any part of the Property and the fixtures and settings therein which are broken or damaged;

[169] AB at 20 to 21.

(b) Effect and maintain a comprehensive lift maintenance contract with a licensed and accredited contractor, at Award's own cost and expense, throughout the term of the lease; and

(c) Effect and maintain a contract for regular maintenance of the roller shutter with a licensed and accredited contractor, at Award's own cost and expense, throughout the term of the lease.

147 Broadly argues that Award caused damage to the Property by:

(a) Failing to clean the Property when it vacated the premises;[170]

(b) Causing damage to the lift within the Property such that it was "not working";[171] and

(c) Causing damage to the water tank within the Property such that it was "not working".[172]

148 According to Broadly, the condition of the Property as stated at [147] above was "not the state of the [Property] when it was first handed over to Award".[173]

149 Award's pleaded defence is a bare denial to damaging the Property in all three respects (see [147] above).[174] At trial, Award capitulated *vis-à-vis* the issue of the cleanliness of the Property. Mr Ng conceded that he was "not too

[170] ASOC at [18c] and [20].

[171] ASOC at [18a] and [20]. See too CCS at [25].

[172] ASOC at [18b] and [20]. See too CCS at [27].

[173] Mr Roy's AEIC at [44].

[174] 1AD&CC at [20], [17], and [26] to [48].

sure" whether Award had vacated the Property without cleaning it up.[175] To compound matters for Award, Mr Ng's AEICs do not allege any facts or refer to any evidence which contradict Broadly's assertions regarding the pre-tenancy state of the Property. For example, Mr Ng did not allege that the lift and/or water heater were not functioning at the point Award took possession of the Property.

150 In a nutshell, Broadly must prove two things for it to be compensated *vis-à-vis* the restoration of the condition of the Property:

(a) First, that the Property *was* in fact damaged by Award, or that Award had in fact failed to keep the Property clean. Here, it is critical for Broadly to be able to demonstrate the pre-tenancy and (for lack of a better descriptor) post-tenancy condition of the Property. Short of direct evidence that Award did in fact cause damage to the Property (such as CCTV camera footage capturing Award's employees red-handed), Broadly's case would necessarily have to be based on inferences drawn from the "before and after" state of the Property.

(b) Second, the quantum of Broadly's loss arising from the proved damage.

151 In respect of the first item (at [150(a)]), I find that Broadly has proven, on balance of probabilities, that Award had damaged the lift and the water tank during its possession of the Property, and that it had left the Property in a dirty and uncleaned state at the point it vacated the Property.

[175] NE on 16 July 2025 at page 143, lines 17 to 20.

152 To start off, I accept Broadly's unchallenged contention that the lift and the water tank were "not working" as of the date of Mr Roy's inspection on 12 May 2023.

(a) First, Broadly's position as to the functional pre-tenancy condition of the lift and water tank is not disputed by Award. Award concedes that the lift on the Property's premises was working "at the time".[176] It is also not Award's case that the lift stopped functioning at any point during the Period. Award is unable to dispute the pre-tenancy condition of the water tank because it did not check on the status of the water tank during its possession of the Property.[177]

(b) Second, Award was also unable to dispute the post-tenancy non-functional condition of both the lift and the water tank. Whilst I recognize that Broadly only has Mr Roy's bare assertions to establish the post-tenancy condition of these items, Mr Roy's assertions are at least founded on his personal observations.[178] In contrast, Mr Ng did not even appear to be present on the Property on the day Award vacated it. According to him, he "actually leave the premises to [his] supervisors and workers to clear everything out (*sic*)" on Award's last day there, and did not go down to check the Property thereafter.[179] Hence, Mr Ng is in no position to testify to the condition of the lift and water tank at the point Award vacated the Property. I therefore accept Mr Roy's personal observations of the post-tenancy condition of the lift and water tank.

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[176] NE on 16 July 2025 at page 120, lines 19 to 21.

[177] NE on 16 July 2025 at page 120, lines 22 to 23.

[178] Mr Roy's AEIC at [42] and [43].

[179] NE on 4 August 2025 at page 34, lines 9 to 21.

153 I also find that Broadly has just about adduced sufficient evidence to prove that Award had not cleaned the Property prior to vacating the premises, and that the Property was "dirty and left with debris" as at 12 May 2023.[180] I base my decision on Award's inability to contradict Mr Roy's assertions on both the pre- and post-tenancy state of the Property, given Mr Ng's acceptance that the Property was in a "generally… clean" condition on and after 1 November 2022,[181] as well as his uncertainty as to whether he had had the Property cleaned prior to vacating it.[182]

154 In respect of the second item (at [150(b)]), I accept Broadly's evidence that it had spent $8,964 to rectify the damage Award caused to the lift and $1,144.80 to rectify the damage Award caused to the water tank by engaging third-party contractors to carry out these rectification works.[183] Whilst the two invoices adduced by Broadly do not explicitly state what the nature and extent of the damage to the lift and water tank actually were,[184] I consider this to be an unwarranted overemphasis on form over substance. I have already accepted, as a matter of fact, that Award had damaged the lift and water tank, and that Broadly had engaged external contractors to fix this damage. The invoices issued by these contractors would therefore more likely than not reflect the works they undertook to fix that damage, even if these invoices do not state the damage explicitly.

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[180] Mr Roy's AEIC at [43(c)].

[181] NE on 16 July 2025 at page 121, lines 10 to 15.

[182] NE on 16 July 2025 at page 143, lines 17 to 20.

[183] Mr Roy's AEIC at [47].

[184] Mr Roy's AEIC at pages 186 to 188.

155 Hence, given my finding that Award must restore the Property to its pre-LA condition as part of the requirements of rescission, I order Award to pay Broadly the sums of **$8,964** and **$1,144.80.**

156 However, I find that Broadly has not proved the quantum of its loss in relation to cleaning the Property up after Award left the premises. Broadly failed to adduce any documentary evidence to support its claim that it did in fact clean the Property up, or that it had incurred the specific sum of $1,500 as such cleaning costs.[185] Accordingly, I decline to order Award to compensate Broadly for its purported cleaning costs.

L Issue 8: Are Broadly and Ms Wo liable in unlawful means conspiracy to defraud and/or cause loss to Award?

157 I have little doubt that this allegation is not a serious one at all. In closing submissions, Award dedicated a single paragraph to this cause of action.[186] That paragraph contains neither law nor argument, and simply asserts that Award was justified in pursuing this cause of action "on the facts available at the time of pleadings".

158 I disagree.

159 There is no evidence to prove the most fundamental element of conspiracy by unlawful means, which is that of an agreement between Broadly and Ms Wo to pursue a particular course of conduct, and that concerted action was taken pursuant to that agreement (*EFT Holdings Inc and another v*

[185] Mr Roy's AEIC at [47], s/n 1.

[186] 1DCS at [81].

Marinteknik Shipbuilders (S) Pte Ltd and another [2014] 1 SLR 860 ("***EFT Holdings***") at [113]).

(a) First, there is neither oral nor documentary evidence to prove the fact and nature of this alleged agreement. To compound matters for Award, both Broadly and Ms Wo deny being part of a conspiracy to cause damage or injury to Award.[187] Indeed, it seems to me that this cause of action appears to be entirely speculative. Under cross-examination, Mr Ng admitted that he did not have the evidence to prove unlawful means conspiracy, and only "suspect[ed]" that Broadly and Ms Wo were involved in one.[188] Mere suspicion is hardly sufficient to establish a conspiracy.

(b) In fact, there is evidence suggesting that there was *no such agreement*. The fact that Ms Wo sent Mr Roy text messages the very day Mr Ng flagged to her his inability to register the Property as his workers' dormitory address, confronting Mr Roy about the truth of the Broader Representation he had made to her ("*you have talking Verbally About the 20 pax worker dormitory approved (sic)"*),[189] tells me that Ms Wo in all likelihood did not agree with Broadly beforehand to make the Broader Representation to Award. The weight I attach to these texts is not diminished by any allegation from Award that these text messages were "staged" or untrue in any way.

160 Without proof of any agreement between Broadly and Ms Wo, the first element of the legal test for unlawful means conspiracy, as set out in *EFT*

[187] CADTCC at [39] to [40]. See too 2ADTCC at [54] to [55].

[188] NE on 4 August 2025 at page 14, lines 27 to 29.

[189] Ms Wo's AEIC at pages 113 to 128.

Holdings at [112], is not made out. Accordingly, this cause of action cannot be sustained.

M Issue 9: Did Broadly or Award, as the case may be, fail to mitigate their losses?

161 Issue 9 is no longer applicable given that my decision in this case is that the LA should be rescinded. The issue of mitigation of losses is only relevant to the remedy of damages flowing from breach of contract and not to the execution of rescission, as rescission is concerned with the undoing of the contract and returning parties to their pre-contractual positions and *not* with awarding them damages for loss suffered.

N Conclusion

162 In conclusion:

(a) Broadly's claim for contractual interest is dismissed, as the basis on which that interest can be claimed (i.e., the LA) no longer exists.

(b) Award's counterclaim is allowed, in that the LA is hereby rescinded *ab initio.* Flowing from this,

(i) Broadly's claim for unpaid rent is allowed, but only in the sum of **$14,980**.

(ii) Broadly's claim is allowed, in that Award is to pay Broadly the sum of **$10,108.80** (being $8,964 + $1,144.80; see [155] above) as part of *restitutio in integrum*.

(iii) Award's counterclaim for the Deposit amounting to **$28,000** is allowed, as part of *restitutio in integrum*.

(iv) Award's counterclaim is allowed, in that Broadly is to pay Award the sum of **$15,099** (being $1,349 + $13,750; see [135] above) as part of *restitutio in integrum.*

(c) Broadly claim against Ms Wo is dismissed.

(d) Award's counterclaim against Ms Wo is dismissed.

163 If parties cannot agree on costs, parties are to file written submissions on costs (limited to 10 pages), within 14 days of this judgment.

Tay Jingxi
District Judge

Josh Samuel Tan Wensu [Cecil Law LLC] for the Claimant/1st Defendant-in-counterclaim;

Choo Ching Yeow Collin [Tan Peng Chin LLC] for the 1st Defendant/Claimant-in-counterclaim;

Lin Hui Yin Sharon and Ng Hui Hsien Kimberley [Withers KhattarWong LLP] for the 2nd Defendant /2nd Defendant-in-counterclaim.