**IN THE GENERAL DIVISION OF**
**THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

**[2025] SGHC 266**

Originating Claim No 183 of 2024

Between

FirstCom Academy Pte Ltd

… *Claimant*

And

(1) Oom Academy Pte Ltd
(2) Ian Chew
(3) Leong Jing Wen Wendy
(4) Oom Pte Ltd

… *Defendants*

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# JUDGMENT

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[Contract — Illegality and public policy — Restraint of trade]
[Intellectual Property — Law of confidence — Breach of confidence]
[Intellectual Property — Copyright — Infringement]
[Tort — Inducement of breach of contract]
[Tort — Conspiracy]

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# v
# Oom Academy Pte Ltd and others

**[2025] SGHC 266**

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30 December 2025 Judgment reserved.

**Valerie Thean J:**

## Introduction

1 The Claimant, FirstCom Academy Pte Ltd ("FCA"), is in the business of offering courses under the Workforce Skills Qualification ("WSQ") scheme.[1] The WSQ scheme is a credential system for the training, development, assessment and certification of skills, and is implemented by SkillsFuture Singapore ("SSG"). To offer WSQ courses, an entity is required to be a Registered Training Provider ("RTP") with SSG. Founded in December 2017, FCA became an RTP on 18 April 2019 and describes itself in the present suit as "one of the largest RTPs in the adult education industry in Singapore".[2]

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1 Claimant's Opening Statement for HC/OC 183/2024 ("COS") at paras 1−3.

2 COS at para 4.

2 The Second and Third Defendants, Mr Ian Chew ("Mr Chew") and Ms Leong Jing Wen Wendy ("Ms Leong") respectively, are former employees of FCA.[3] Ms Leong's employment was terminated on 6 November 2023,[4] while Mr Chew's employment was terminated on 7 November 2023.[5] Subsequently, Mr Chew and Ms Leong joined the fourth Defendant, OOm Pte Ltd ("OOm"). OOm was founded in 2006 and is in the business providing digital marketing and consulting services. It acquired RTP status on 21 March 2023 and has a second line of business in offering courses under the WSQ scheme.[6] The first Defendant, OOm Academy Pte Ltd, is presently a dormant company. FCA no longer pursues any claim against it.[7] In this judgment, I use the term "Defendants" to refer to Mr Chew, Ms Leong, and OOm, collectively.

3 FCA asserts that there existed a conspiracy between the Defendants for Mr Chew and Ms Leong to join OOm in breach of their contractual obligations, and to procure other former employees of FCA to do so as well. Further, FCA asserts that Mr Chew and Ms Leong disclosed confidential information in breach of their contractual obligations not to do so, allowing OOm to misuse the information in building up its business in offering courses under the WSQ scheme. FCA also claims that OOm had infringed its copyright in various works.

4 For the reasons I explain, I dismiss the suit.

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3 Affidavit of Evidence-in-Chief of Ian Chew dated 27 June 2025 ("Ian AEIC"), Bundle of Affidavits of Evidence-in-Chief for HC/OC 183/2024 ("BOAEIC") at pp 206−258.

4 Affidavit of Evidence-in-Chief of Giam Jian Yew dated 27 June 2025 ("GJY AEIC") at para 44, BOAEIC at p 24; Affidavit of Evidence-in-Chief of Leong Jing Wen Wendy ("Wendy AEIC") at para 22, BOAEIC at p 272.

5 GJY AEIC at para 47, BOAEIC at p 25; Ian AEIC at para 46, BOAEIC at pp 233−234.

6 1st to 4th Defendants' Opening Statement ("DOS") at para 4.

7 Claimant's Closing Submissions dated 10 November 2025 ("CCS") at para 3.

## Background

5 FCA's co-founder and director is Mr Giam Jian Yew ("Mr Giam").[8] Prior to starting FCA, Mr Giam also co-founded and remains a director of FirstCom Solutions Pte Ltd ("FCS"), which was incorporated in 2011 and is in the business of providing web development services to small and medium sized enterprises ("SMEs").[9]

6 On or around 11 October 2021, Mr Chew commenced employment at FCS as a Digital Sales Executive, drawing a basic salary of $2,800.[10] While at FCS, Mr Chew sold digital products and services to corporate clients as part of a general sales team,[11] and earned a commission on his sales. He developed a close relationship with Mr Giam, who became his mentor. When Mr Giam started FCA, Mr Chew joined FCA as a Business Development Manager drawing a basic salary of $3,800 ("Mr Chew's LOA") on 29 September 2022.[12]

7 In its business of offering WSQ courses, FCA marketed its courses along three target markets, referred to by Mr Giam as "industry verticals":

(a) "corporate", meaning sales to corporate customers;

(b) "consumer" or "inside sales", which refers to sales to individual consumers remotely *via* phone, e-mail and video conferencing; and

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8 GJY AEIC, BOAEIC at pp 4−30.

9 COS at para 1.

10 Exhibit IC-5 (2nd Defendant's Letter of Appointment with FirstCom Solutions), BOD Vol 2 at pp 36−43.

11 GJY AEIC at para 16, BOAEIC at p 11; Ian AEIC at para 11, BOAEIC at pp 214−215.

12 Exhibit GJY-4 (2nd Defendant's Letter of Appointment with Claimant), BOD Vol 2 at pp 44−52.

(c) "roadshow" or "in-person sales", which involves holding roadshows in public places where salespersons market courses directly to attendees or passers-by.[13]

8 While at FCA, Mr Chew was rotated through all three industry verticals and performed well as a salesperson.[14] On account of his good performance, Mr Chew's salary was revised to $4,400 in July 2023.[15] By his own estimate, Mr Chew had earned a commission averaging $5,000 to $7,000 a month during his time in FCA.[16]

9 On 17 November 2022, Ms Leong joined FCA as a Digital Sales Executive drawing a basic salary of $4,000 ("Ms Leong's LOA").[17] Upon joining FCA, Ms Leong was assigned to the "consumer" vertical. Sometime in early 2023, Ms Leong was promoted to a managerial role with the designation of "Business Development Manager" reporting directly to Mr Giam.[18]

10 Sometime in September or early October 2023, Mr Chew and Ms Leong started a romantic relationship.[19] Despite being queried by Mr Giam, Mr Chew did not disclose the existence of their relationship until 1 November 2023. After a team dinner where he was queried extensively by colleagues about the matter,

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13 GJY AEIC at para 21, BOAEIC at p 11; Ian AEIC at para 23, BOAIEC at pp 219−220; NE 24 September 2025 at p 132 line 22 to p 133 line 12.

14 GJY AEIC at para 20, BOAEIC at p 13; Ian AEIC at para 26, BOAEIC at p 223

15 GJY AEIC at para 20, BOAEIC at p 13; Ian AEIC at para 29, BOAEIC at p 225.

16 Ian AEIC at para 31, BOAEIC at p 227.

17 Exhibit GJY-5 (3rd Defendant's Letter of Appointment with Claimant), BOD Vol 2 at pp 53−61.

18 Wendy AEIC at para 14, BOAEIC at p 266, GJY AEIC at para 23, BOAEIC at p 15.

19 Ian AEIC at para 37, BOAEIC at pp 229−230; Wendy AEIC at para 24, BOAEIC at pp 272−273.

Mr Chew telephoned Mr Giam to inform him.[20] Both Mr Chew's and Ms Leong's employment were thereafter terminated, on the basis that they failed to disclose their relationship earlier. FCA explained with reference to its Employee Handbook:[21]

> **5. Relationships at Work**
>
> It is possible that during your employment with the Company, personal relationships may exist or develop between you and other employees that are not strictly professional. You may be related to, be friends with or in relationships with other employees. Conflicts of interest can exist in such situations whether actual or potential especially if the relationship exists between a superior and a subordinate.
>
> You should notify the HR if this is the case and we will take action to resolve any conflicts. This may involve changing your reporting lines, or, in certain cases, requiring you or the other employee to move to a different role. The Company reserves the right to take any other appropriate action.
>
> [emphasis added]

11 Ms Leong's employment was terminated on 6 November 2023,[22] while Mr Chew's employment was terminated on 7 November 2023.[23] According to their respective termination letters, Ms Leong's employment was to end on 31 December 2023,[24] while Mr Chew's termination took effect on 7 November 2023.[25] Ms Leong continued to receive her basic salary until 31 December 2023.[26] Both Mr Chew's and Ms Leong's LOAs contained clauses which

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20 GJY AEIC at para 37, BOAEIC at pp 21−22; Ian AEIC at para 41, BOAEIC at p 232.

21 Exhibit GJY-7 (Claimant's Employee Handbook) at para 5, BOD Vol 2 at p 68.

22 GJY AEIC at para 44, BOAEIC at p 24; Wendy AEIC at para 22, BOAEIC at p 272.

23 GJY AEIC at para 47, BOAEIC at p 25; Ian AEIC at para 46, BOAEIC at pp 233−234.

24 Exhibit GJY-8 (3rd Defendant's Letter of Termination from FCA), BOD Vol 2 at p 63.

25 Exhibit GJY-10 (2nd Defendant's Letter of Termination from FCA), BOD Vol 2 at p 64.

26 Wendy AEIC at para 30, BOAEIC at p 275.

nullified their entitlement to accrued commission upon notice of termination being given.[27] However, FCA informed both Mr Chew and Ms Leong by e-mail that they would be paid on a discretionary basis on 7 November 2023.[28] Accordingly, Ms Leong received $2,550 on 20 January 2024 and $2,484 on 20 February 2024.[29] Meanwhile, Mr Chew was paid 60% of the potential commission he would have received had his employment not been terminated, which amounted to $23,004.60. This was paid to him across four monthly instalments from 20 November 2023 till 20 February 2024.[30]

12 Subsequently, Mr Chew and Ms Leong joined OOm. The date they started at OOm is disputed but the variance in positions is not material. FCA contends that they started in December 2023 while the Defendants contend that Mr Chew and Ms Leong joined OOm in January 2024. Their letters of appointment are dated 2 January 2024, but WhatsApp conversations between Mr Chew and Mr Cheow Yu Yuan ("Mr Cheow"), OOm's co-founder and director, indicate that these letters were signed on 1 December 2024 before Mr Chew went on vacation.[31]

## The parties' cases

### *The Claimant's case*

13 FCA alleges that under the direction of Mr Cheow and Mr Xu Weiming (also a co-founder and director of OOm), OOm took advantage of Mr Chew's

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27 Mr Chew's LOA at p 7, Vol 2 BOD at p 50; Ms Leong's LOA at p 7, Vol 2 BOD at p 59.

28 GJY AEIC at paras 44 and 48, BOAEIC at pp 24 and 26.

29 GJY AEIC at para 44, BOAEIC at p 24.

30 GJY AEIC at para 48, BOAEIC at p 26.

31 2 AB 190; NE 8 October, p8 lines 18-24.

and Ms Leong's terminations from employment by employing them and acquiring confidential information which they retained from their time at FCA.[32] FCA alleges that OOm had intended to "copy" FCA's business since it was new to the business of providing WSQ courses,[33] thereby saving time and expense.

14 To that end, FCA pursues a claim which contains the following causes of action:

(a) Breach of contract: Specific to Mr Chew and Ms Leong, FCA alleges the breach of the non-compete and non-solicitation clauses contained within their respective LOAs with FCA. As both LOAs contain liquidated damages clauses, FCA seeks liquidated damages for these alleged breaches.

(b) Breach of confidence: Specific to Mr Chew and Ms Leong, FCA alleges that they had, in contravention of the confidentiality clauses in their LOAs, retained and then disclosed FCA's documents to OOm. FCA further alleges that OOm had committed a breach of confidence by using these documents as part of its business.

(c) Copyright infringement: Specific to OOm, FCA alleges that OOm had infringed its copyright by substantially reproducing FCA's materials.

(d) Inducement of breach of contract: Also specific to OOm, FCA alleges that OOm had induced Mr Chew, Ms Leong, and six other FCA employees, to breach their contracts of employment with FCA.

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32 CCS at para 4.

33 CCS at para 6.

(e) Lawful means conspiracy: Lastly, FCA alleges that Mr Chew, Ms Leong and OOm had entered into an agreement to infringe FCA's copyright, breach their respective obligations of confidence owed to FCA, and breach the non-compete and non-solicitation clauses in Mr Chew's and Ms Leong's LOAs. FCA further alleges that this agreement had the predominant purpose of causing injury or damage to FCA.

***The Defendants' case***

15 The Defendants submit that there is no basis for FCA's claims and allegations. In relation to Mr Chew's and Ms Leong's alleged breach of contract, it is argued that the non-compete clauses are unenforceable,[34] and that, in any event, FCA had waived its right to enforce the non-compete clauses.[35] Mr Chew and Ms Leong also deny that they had breached the non-solicitation clauses and contend that the liquidated damages clauses are unenforceable penalty clauses.

16 Specific to the breach of confidence claim in contract, Mr Chew and Ms Leong deny taking any confidential information from FCA as well as disclosing any such information to OOm. In relation to the breach of confidence claim against OOm, OOm similarly denies the receipt and use of FCA's confidential information.[36]

17 Regarding the alleged copyright infringement, OOm denies any copying and asserts that it independently created its own works. OOm also argues that

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34 DCS at para 3(a).

35 DCS at para 12.

36 1st to 4th Defendants' Closing Submissions dated 11 November 2025 ("DCS") at para 3(b).

the works which are the subject of the alleged copyright infringement are simply not protected by copyright law.[37]

18 OOm also denies inducing any of FCA's former employees, including Mr Chew and Ms Leong, to breach their employment contracts with FCA.[38]

19 Lastly, the Defendants collectively assert that there is no factual basis for FCA's allegation of conspiracy by lawful means.[39]

**Issues to be determined**

20 I deal with the various claims in the following sequence. First, I will deal with FCA claims against Mr Chew and Ms Leong for the following.[40]

(a) breach of contractual restraint of trade and non-solicitation clauses; and

(b) breach of their contractual obligations of confidence.

21 I will then deal with the following claims against OOm:

(a) breach of an equitable obligation of confidence;

(b) the infringement of copyright; and

(c) inducement of breach of FCA's contracts with Mr Chew, Ms Leong and other former employees of FCA.

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37 DCS at para 3(c).

38 DCS at para 3(d).

39 DCS at para 3(e).

40 Letter from Kelvin Chia Partnership dated 21 October 2025 ("Agreed List of Issues").

22 Finally, I will address FCA's claims against the Defendants collectively for lawful means conspiracy.

## Whether Mr Chew and Mr Leong breached the Restraint of Trade and Non-Solicitation Clauses

23 The material terms of Mr Chew's and Ms Leong's LOAs with FCA which were allegedly breached are identical. The relevant portion of clause 10.1 of Mr Chew's LOA, which corresponds to clause 11.1 of Ms Leong's LOA, is as follows:[41]

> You irrevocably agree and acknowledge, during your employment with the Company and for a period of six (6) months following the last day of your employment, regardless [*sic*] whether the termination of employment is at the Company's initiative or at your own initiative and regardless of the reason for or method of termination or ending of employment:
>
> …
>
> Not to induce any persons in the employment of the Company to terminate such employment with the Company, accept employment with anyone other than the Company, or interfere with the business of the Company in any manner [the "Non-Solicitation Clause"].
>
> …
>
> Not to directly or indirectly engage in any activity or be employed in any capacity which is likely to compete or which competes in any form whatsoever with the activities of the Company in Singapore and Manila [the "Restraint of Trade Clause"].

24 The consequences of breaching the Restraint of Trade Clause and the Non-Solicitation Clause are also specified in Mr Chew's and Ms Leong's

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41 Mr Chew's LOA at p 4, Vol 2 BOD at p 47; Ms Leong's LOA at p 4, Vol 2 BOD at p 56.

LOAs, and the relevant portion of the clause pertaining to this (the "Liquidated Damages Clause") is reproduced below:[42]

> You irrevocably agree and acknowledge that any actions by you in breach of this clause would cause the Company to suffer damages that are serious yet difficult to measure and therefore further agree that liquidated damages herein are fair and reasonable to compensate the Company in the event that you are in breach of:
>
> …
>
> [The Non-Solicitation Clause], liquidated damages amounting to **three times** the monthly salary of the person(s) in the employment of the Company.
>
> …
>
> [The Restraint of Trade Clause, amongst other clauses], liquidated damages amounting to **three times** your last monthly salary while in the employment of the Company.
>
> …
>
> [emphasis in original]

***Whether Mr Chew and Mr Leong breached the Restraint of Trade Clause***

25 At trial, it was undisputed that Mr Chew and Ms Leong commenced employment with OOm within the six month duration specified in the clause.[43] As such, the issue of whether the Restraint of Trade Clause was breached turns on whether it is legally enforceable.

26 The applicable law is not disputed.[44] In *Man Financial (S) Pte Ltd (formerly known as E D & F Man International (S) Pte Ltd) v Wong Bark Chuan David* [2008] 1 SLR(R) 663 ("*Man Financial*"), the Court of Appeal observed

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42 Mr Chew's LOA at pp 4–5, Vol 2 BOD at pp 47–48; Ms Leong's LOA at p 4–5, Vol 2 BOD at pp 56–57.

43 Ian's AEIC at para 55, BAEIC at p 236; Wendy's AEIC at para 41, BAEIC at p 278.

44 CCS at para 93; DCS at para 8.

(at [69]−[79]) that restraint of trade clauses are *prima facie* void and unenforceable on the basis that they are contrary to public policy. For a restraint of trade clause to be enforceable, the party seeking to enforce it must show:

(a) First, that there is a legitimate proprietary interest which the court will then seek to protect by way of the doctrine of restraint of trade (*Man Financial* at [79]).

(b) Second, that the restraint of trade clause is reasonable as between the parties and the public (*Man Financial* at [74] and [77]).

27 Further, in *Man Financial*, the Court of Appeal observed (at [72]) that, in undertaking this assessment, "the specific facts and circumstances of each case become of vital importance" and the relevant clause must be interpreted in context.

28 In this regard, FCA submits that it has a legitimate proprietary interest in "the maintenance of a stable and trained workforce".[45] FCA contends that its industry is a small one, and that its staff are provided with specialised sales training which "builds expertise in the field of marketing short WSQ courses in the area of digital marketing".[46] This is said to be borne out in two aspects. First, all employees would undergo three days of structured sales training upon joining, receive periodic training for a minimum of 16 hours a month, and receive continuous on the job sales training.[47] Secondly, prospective managers would undergo further managerial training. Thus, on account of the "time and

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45 CCS at para 94 and 98.

46 CCS at paras 95−96.

47 CCS at para 95.

resources invested" in training its employees, FCA has a legitimate interest in maintaining this trained workforce.[48]

29 In support of its position, FCA cites *PH Hydraulics & Engineering Pte Ltd v Intrepid Offshore Construction Pte Ltd and another* [2012] 4 SLR 36 ("*PH Hydraulics*"), where the High Court held (at [64]) that the claimant in that case had a legitimate proprietary interest in "maintaining employees well-versed and skilled in the claimant's system of work such that it can pursue its commercial activities successfully". The court further observed that if due protection of this legitimate interest was not given, the claimant's employees would, "upon receiving extensive specialised training by the [claimant]", leave it soon thereafter for its competitors.

30 *PH Hydraulics* pertained to the marine winch industry, which the High Court found to be "a relatively small and specialised one" (at [64]) and, thus, the claimant in *PH Hydraulics* "would have invested much time and resources" in training its employees on the operation of marine winches.

31 In the case at hand, in contrast, the extent and intensity of FCA's sales training was disputed. However, even if FCA's evidence on this is accepted *in toto,* FCA would still fail in establishing a legitimate proprietary interest. On the evidence led from FCA's own witnesses, the sales training provided to its employees would not have involved significant resources such that the training could properly be characterised as "extensive specialised training". According to Mr Giam, the "three days of structured sales training" comprised the following:[49]

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48 CCS at para 98.

49 NE 24 September 2025 at p 98 lines 7−13.

> After that, they would begin a process of training, product familiarisation. We would explain to them what is the correct way to represent our academy. What is the correct way to represent the SkillsFuture grants and subsidy. What are our courses. How should they position the courses. Who are the different types of demographic of customers that they would face. The very nature of roadshow sales being something that is approaching. How they can handle rejections. Basically, sales training for [two-and-a-half] days.

32 The on-the-job training and personalised review provided to new FCA employees was the following:[50]

> On the ground, they are being monitored by their seniors. They are also being monitored by managers, if there are managers that are working with them, and they will continually provide feedback to Cheryl. Such as: If the person is working, do they have a good attitude? Do they have a certain tendency of preying on a certain kind of vulnerable Singapore citizen? So these are things that we monitor for a further 1 to 2 weeks before they have a formal review session with me.

33 The periodic training which FCA employees received involved the following:[51]

> Like product-specific training on half a day or even 1 whole day to immerse them on one course. Or it may be a philosophical training to teach them how to better handle rejection. There may be goal-settings training so that they can better understand their own desires and motivation as to why they want to do sales. Amongst other things.

34 When asked what the "sales training" at FCA entailed, Mr Giam stated that this included the sharing of new product information and that, if new products were not being launched at the relevant time, "a variety of training"

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50 NE 24 September 2025 at p 99 lines 21–27.

51 NE 24 September 2025 at p 100 lines 2–6.

would be provided.[52] When asked to give an example of what was included in this "variety of training", Mr Giam gave the following response:[53]

> Maybe half-a-day training specifically on tagging. Half a day--- or half-a-day training specifically on how to sit customers. Or half-a-day training specifically on a certain type of course. Or half-a-day training on general sales ethics.
>
> …
>
> Tagging means that the sales individual would have to go and approach a member of the public within the boundaries that are allowed of booking the roadshow location.

35 In my view, FCA's training was limited to providing information on its WSQ courses and imparting consumer sales techniques of general applicability. This cannot amount to "extensive specialised training" which would confer on FCA a legitimate proprietary interest to protect.

36 Further, FCA's self-characterisation as an entity in the industry of "marketing short WSQ courses in the area of digital marketing" is artificially narrow and contradicted by the evidence led by its own witnesses. For instance, it was Ms Wong's evidence that FCA offered courses which fell under four general categories, namely:[54]

(a) Digital Content Creation Courses;

(b) Social media marketing;

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52 NE 24 September 2025 at p 101 lines 4−12.

53 NE 24 September 2025 at p 101 lines 14–16 and 19–21.

54 Affidavit of Evidence-in-Chief of Wong Wei Ling, Lynn ("Lynn AEIC") at para 24, BOAEIC at pp 44−45.

(c) Critical soft skills, examples of which included "Crisis and Conflict Management", "The Art of Persuasion", "Effective People Management" and "Sake and Whisky Appreciation"; and

(d) "One-day courses", examples of which include "Effective Coaching of Employees" and "Improve Yourself & Increase Your Productivity".

These product offerings show, that in contrast to the marine winch industry in *PH Hydraulics* (see [30] above), that the industry in which FCA operates is not a highly specialised one.

37 I find, therefore, that FCA cannot claim a legitimate proprietary interest which the court ought to protect. It follows that there is no need for me to consider the issue of whether the Restraint of Trade Clause is reasonable. The Restraint of Trade Clauses in Mr Chew's and Ms Leong's LOAs are unenforceable on account of FCA failing to prove that it has a legitimate proprietary interest which ought to be protected by way of a restraint of trade clause. Accordingly, the issue of whether FCA had waived its right to enforce the Restraint of Trade Clause against Mr Chew and Mr Leong is also moot.

***Whether Mr Chew and Ms Leong breached the Non-Solicitation Clause***

38 FCA submits that Mr Chew and Ms Leong had breached the Non-Solicitation Clause by inducing one Mr Linus Ang ("Mr Ang") to terminate his employment with FCA and join the employ of OOm. This was premised on a Letter of Undertaking that Mr Ang had signed, and the following factual assertions that FCA makes:[55]

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[55] CCS at para 108; Vol 6 BOD at p 143.

(a) That Mr Chew and Ms Leong "clearly worked with [Mr Ang]", who was in their sales team.

(b) That Mr Chew and Ms Leong must have known that Mr Ang was bound by an LOA which was in similar terms to those signed by them.

(c) That Mr Chew admitted to speaking to Mr Ang in December 2023 in relation to being employed by OOm.

(d) That Mr Ang did eventually secure employment at OOm.

39 I do not agree. These assertions, even if proven, do not by themselves give rise to the inference that Mr Chew and Ms Leong had induced Mr Ang to leave FCA. First, Mr Ang was not called as a witness in these proceedings. Secondly, the Letter of Undertaking did not contain any statement to the effect that Mr Ang had left FCA under Mr Chew's inducement. There is therefore no evidence that Mr Chew or Ms Leong breached the Non-Solicitation Clause in their respective contracts.

***Whether the Liquidated Damages Clause is enforceable***

40 Liquidated damages are claimed for breaches of the Restraint of Trade Clause and the Non-Solicitation Clause. As I have dismissed the claims in respect of these two clauses, there is no need to deal with the issue of whether the Liquidated Damages Clause is enforceable.

**Breach of confidence claims**

41 FCA contends that Mr Chew and Ms Leong breached the confidentiality clauses in their contracts in disclosing confidential information to OOm, while OOm, as the recipient of confidential information, has breached its equitable

duty of confidence. The two claims are related, and I deal with them in their connected context below.

### *Whether Mr Chew and Ms Leong breached their contractual obligations of confidentiality*

42 The confidentiality clauses of Mr Chew's and Ms Leong's LOAs with FCA are identical. The relevant portion of clause 11 of Mr Chew's LOA, which corresponds to clause 12 of Ms Leong's LOA, is reproduced below for ease of reference (the "Confidentiality Clause"):[56]

> **Confidentiality Clause**
>
> You shall not, except in the proper course of your duties, during or at any time after termination of your employment with the Company, directly or indirectly, use, disclose or divulge to any person, firm, company, entity or organisation, any Confidential Information which may come within your knowledge or possession in the course of your employment with the Company.
>
> Confidential Information shall include all information which is received or disclosed to you in the course of your duties, whether orally or in writing or electronically or in any other form including but not limited to:
>
> Contact details, commercial information, technical information, trade secrets, formulae, systems, procedures, and personal information including but not limited to medical details, history and relationships, relating to the business, finances or affairs of the Company, the Company's customers, the Company's partners, the Company's agents, the Company's employees whether current, potential or past, that is not already to your knowledge lawfully in the public domain.
>
> Details of the Company's finances, accounts, databases, computer or other business systems and techniques, personnel records, policies, strategies, marketing and other plans, property or other information expressly or implied treated by the Company as confidential.

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[56] Mr Chew's LOA at p 5, Vol 2 BOD at p 48; Ms Leong's LOA at pp 5–6, Vol 2 BOD at pp 57–58.

> Other information, whether in writing, verbal, electronic or contained in any other form, supplied or created by or on behalf of the Company or the Company's customers, whether current, potential or past, that pertains to the business, dealings, finances or affairs of the Company or the Company's customers, whether current, potential or past, that is not already to your knowledge lawfully in the public domain.
>
> All other information, whether in writing, verbal, electronic or contained in any other form, collected by the Company from the Company's customers which the Company is under an obligation to protect under the Personal Data Protection Act 2012 (No. 26 of 2012).

43 At trial, FCA adduced screenshots of FCA's Google Drive history, which showed that after, Mr Chew had been informed of the termination of his employment on 7 November 2023, he had downloaded the following documents from FCA's Google Drive (henceforth referred to collectively as "the 7 November Downloads"):[57]

(a) "Roadshow Presentation";[58]

(b) "Roadshow Presentation (010523)", a duplicate of the document set out above;[59]

(c) "Copy of Sales Team Assembly (16102023)";[60]

(d) "Roadshow Tagging Training";[61]

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57 Lynn AEIC at para 56, BOAEIC at p 69; Claimant's Confidential Bundle of Documents (Volume 1) ("CCBOD Vol 1") at p 5.

58 Claimant's Confidential Bundle of Documents (Volume 2) ("CCBOD Vol 2"), S/N 1, pp 8–27.

59 CCBOD Vol 2, S/N 6, pp 75–94; NE 7 October 2025 at p 79 lines 4–15.

60 CCBOD Vol 2, S/N 2, pp 28–36.

61 CCBOD Vol 2, S/N 3, pp 36–43.

(e) "Copy of Racing Guavas Pitch Training";[62]

(f) "Tagging Slides 2.0";[63] and

(g) "Ian's Journey".[64]

44 FCA also adduced screenshots which showed that Mr Chew had downloaded the following documents prior to being informed that his employment would be terminated:[65]

(a) Photographs of eight FCA Employees, downloaded on 31 October 2023;[66]

(b) "Copy of Sales Team Assembly (16102023)", downloaded on 16 October 2023,[67] which is the same document listed above at [43(d)];

(c) "Ian – Sep Stats Review", downloaded on 22 September 2023 ;[68] and

(d) "Ian's Individual Stat's Review – Aug", downloaded on 4 September 2023.[69]

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62 CCBOD Vol 2, S/N 4, pp 44−68.

63 CCBOD Vol 2, S/N 5, pp 69−74.

64 CCBOD Vol 2, S/N 7, pp 95−107.

65 Lynn AEIC at para 63−65, BOAEIC at pp 76−78; CCBOD Vol 1 at pp 5−6.

66 CCBOD Vol 2, S/N 8−14, pp 108−115.

67 CCBOD Vol 2, S/N 16, pp 116−123.

68 CCBOD Vol 2, S/N 17, pp 124−128.

69 CCBOD Vol 2, S/N 18, pp 129−134.

45 In a similar vein, FCA adduced screenshots which showed that after Ms Leong had been informed of the termination of her employment on 6 November 2023, she had downloaded the following documents from FCA's Google Drive:[70]

(a) "9−12 Nov Tech Show Layout";[71] and

(b) "AMK Hub 20 Nov – 26 Nov 2023".[72]

46 FCA also adduced screenshots which showed that, from 7 September 2023 till 1 November 2023, Ms Leong had downloaded 27 distinct documents from FCA's Google Drive.

47 Mr Chew and Ms Leong do not challenge the accuracy of these Google Drive records.[73] Instead, they take the position that none of these documents are confidential in nature.[74] In my view, many of these documents, in particular documents relating to FCA's commission structure, cash incentives, sales records and sales projections, would clearly be confidential. Internal training documents would also be covered by the width of the clause.

48 Nevertheless, the clause protects against misuse or disclosure of the information. Mr Chew asserted that he deleted the documents that he had

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70 Lynn AEIC at para 68, BOAEIC at p 79; CCBOD Vol 1 at p 7

71 CCBOD Vol 2, S/N 19, pp 135−140.

72 CCBOD Vol 2, S/N 20, pp 141−144.

73 Ian AEIC at para 62(b), BOAEIC at p 241; Wendy AEIC at para 47, BOAEIC at pp 282−283.

74 Ian AEIC at paras 62−63, BOAEIC at pp 241−242; Wendy AEIC at para 51, BOAEIC at p 287.

downloaded after the termination of his employment.[75] Ms Leong denied retaining any of the documents which she had downloaded prior to the termination of her employment, save for one which was downloaded also for the purposes of handing over her work. In the present case, there is no evidence of disclosure to OOm, a point I elaborate upon in the section below. In the absence of such evidence, I accept Mr Chew and Ms Leong's evidence that they have not disclosed the information to OOm.

***Whether the breach of confidence claim against OOm is made out***

49 FCA's case for its breach of confidence claim against OOm is that OOm obtained confidential FCA documents through Mr Chew and Ms Leong when they joined OOm. Because OOm was the recipient of the information contained in those documents, it owed an equitable obligation of confidence not to use or disclose the Confidential Documents.[76] Requisite to the claims against all the Defendants, FCA must also prove, on the balance of probabilities, that Mr Chew and/or Ms Leong had disclosed the information to OOm, and that, either OOm then used that information in wrongful gain, or there is other wrongful loss suffered by FCA. In this case, there is no proof of disclosure by Mr Chew and Ms Leong, no proof of use by OOm, nor any evidence of wrongful loss on the part of FCA.

50 Ms Wong Wei Ling, Lynn ("Ms Wong"), who is FCA's General Manager, conceded in cross-examination that there was no direct evidence of disclosure or use.[77] FCA seeks to rely on OOm's subsequent conduct as proof that Mr Chew and Ms Leong had retained and transmitted these purportedly

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75 Ian AEIC at para 67, BOAEIC at p 249.

76 CCS at para 86.

77 NE 29 September 2025 at p 45 lines 9-17, p 45 line 31 to p 46 line 1.

confidential documents to OOm.[78] Specifically, FCA asserts that OOm "cannot explain how", in its very first attempt to sell WSQ courses, it knew to:

(a) Focus on in-person short-courses;

(b) Sell these courses by bundling them into "series", the completion of which would entitle a learner to a professional certificate; and

(c) Invest in roadshows, which it describes as "the most expensive form of marketing".[79]

51 FCA then points to the fact that OOm had conducted its first courses in January 2024, shortly after Mr Chew and Ms Leong joined OOm.[80] FCA invites this court to infer that OOm had used FCA's confidential documents to develop its marketing strategy for its own WSQ courses. Such an inference would then lead, OOm asserts, to the anterior inference that Mr Chew and Ms Leong had retained and disclosed these confidential documents to OOm, in contravention of the Confidentiality Clause.

52 Such assertions are neither sufficient to prove the claim against OOm nor to show that Mr Chew or Ms Leong disclosed any confidential information to OOm. There is no evidence that OOm was shown or had used any of the documents relating to FCA's commission structure, cash incentives, sales records or sales projections. There is also no misuse of the internal training materials which has been shown. FCA asserts that the documents with financial data must have given OOm confidence to use roadshows as a strategy. However,

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78 CCS at paras 51–61 and 87.

79 CCS at para 51.

80 CCS at paras 52–54; NE 9 October 2025 at p 24 lines 1–4.

it could have been observed by any member of the public that FCA was successfully using roadshows to market its courses. Similarly, its approach in having short courses and bundling such courses would be clear from any of its publicly available marketing materials. Regarding the roadshow documents, none of the photographs of OOm roadshows reflected venues dealt with in the confidential roadshow documents which were allegedly downloaded and retained by Ms Leong. Mr Cheow also gave evidence as to how OOm gathered information for its own roadshows:[81]

> Because before when we start roadshow, me personally would go to different malls. For example, NEX, Downtown East, Northpoint. Look at various training provider. BELLS Institute, FirstCom Academy. I would stand there for 1 hour to see, you know, how much traffic they are gathering. So, that's how I do my research. But I cannot confirm whether it will work or don't work. We need to try. So, when we first got our roadshow, it's at Downtown East. Unfortunately, it doesn't work very well for us because the traffic during that week was pretty bad.

53 Therefore there is no evidence of wrongful gain. Regarding the alternative of wrongful loss, counsel for FCA was hard-pressed to highlight any when queried at closing submissions.[82] OOm point out, to the contrary, that Mr Giam testified that FCA experienced increase in revenue in 2024 after Mr Chew's and Ms Leong's departure.[83]

### *Summation on the breach of confidence claims*

54 In my view, FCA has not shown that Mr Chew or Ms Leong disclosed any information falling within the ambit of the Confidentiality Clause. Nor has

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81 NE 9 October 2025 at p 30 lines 13–20.

82 17 November 2025.

83 NE 24 September 2025 at p 62 lines 30-32 - p63 lines 1-2

it shown that OOm used any of the information. There is no evidence of any wrongful gain on OOm's part or any wrongful loss on FCA's part. FCA's assertions on its use of in-person short courses, roadshows and the bundling of courses are points of strategy that could be learnt from close observation of FCA and do not relate specifically to the documents.

55 Therefore, the breach of confidence claims against Mr Chew, Ms Leong and OOm are not made out.

**Whether the claim in copyright infringement is made out**

56 I turn to address the issue of copyright infringement. FCA alleges that OOm had infringed its copyright in respect of the following works (henceforth referred to collectively as the "Works"):[84]

(a) Two marketing brochures, "Google Marketing Programme" and "Social Media Advertising Programme" ("Course Brochures");[85]

(b) FCA's course completion certificates ("Course Certificates");[86]

(c) FCA's Website;[87]

(d) Four of FCA's Facebook posts ("Facebook Posts");[88] and

(e) FCA's course evaluation forms ("Feedback Forms");[89]

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84 CCS at paras 121−122.

85 BOD Vol 2, S/N 97 at pp 453−471; S/N 98 at pp 472−492.

86 BOD Vol 2, S/N 111 at pp 588−591.

87 BOD Vol 2, S/N 67 at pp 283−303.

88 BOD Vol 2, S/N 90 at p 443; S/N 92 at p 445; S/N 94 at p 447; S/N 96 at p 450.

89 BOD Vol 2, S/N 107 at pp 567−570.

57 In determining whether copyright has been infringed in relation to each of these categories of works, it is useful to consider the law on the three related issues of subsistence of copyright, its infringement, and the nexus between the two issues.

(a) Copyright subsists, as provided in s 109 of the Copyright Act 2021 (2020 Rev Ed) (the "CA"), where (a) the work is original, and (b) the author is a qualified individual when the work is made. In *Asia Pacific Publishing Pte Ltd v Pioneers & Leaders (Publishers) Pte Ltd* [2011] 4 SLR 381, the Court of Appeal cited with approval (at [101]) the following definition of "originality" in the context of copyright from *University of London Press, Limited v University Tutorial Press, Limited* [1916] 2 Ch 601 (at 608–609):

> The word 'original' does not in this connection mean that the work must be the expression of original or inventive thought. Copyright Acts are **not concerned with the originality of ideas, but with the expression of thought**, and, in the case of 'literary work', with the expression of thought in print or writing. The originality which is required relates to the expression of the thought. ...
>
> [emphasis added]

(b) Proof of copyright infringement is also required, for example by "establishing similarity combined with proof of access to the [claimant's] works": see *Ivenpro (M) Sdn Bhd v JCS Automation Pte Ltd and another* [2014] 2 SLR 1045 at [202].

(c) It has been observed that the two issues listed at (a) and (b) are related: "the thinner the copyright protection, the more substantial the copying must be before a finding of infringement will be made". There is a nexus between the originality, skill and effort that goes into a work, and the substantiality of copying required to establish infringement.

> Thus, even if copyright may subsist in a work as a whole, there would be no infringement of such copyright unless one copies the work as a whole, or a substantial portion of the part of the work that attracts copyright protection in the first place: see *Global Yellow Pages Ltd v Promedia Directories Pte Ltd and another matter* [2017] 2 SLR 185 at [16].

58 In my view, FCA's assertion of copyright over the Works is premised squarely on the ideas behind the Works rather than their expression. While copyright may subsist in the expression of these ideas in the Works, FCA's assertion of copyright infringement, too, is premised on a claimed similarity of the ideas contained in OOm's allegedly infringing materials, rather than any substantial copying of FCA's expression of their ideas. These points are fatal to its claim in copyright infringement. I elaborate on this in relation to each of the categories of Works listed at [56] above.

***Course Brochures***

59 In respect of the Course Brochures, FCA takes the position that "the language used is specifically focused on highlighting key marketing messages", for example, "the highlighting of short in-person courses, the successful completion of which will entitle the learner to a professional certificate".[90] This similarity was, however, one of approach in marketing strategy. A visual comparison of the allegedly infringing material with the Course Brochures does not show any similarities in expression.

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90 CCS at para 124.

60 At trial, FCA's Head of Integrated Technology, Ms Huang Jia Feng ("Ms Huang") explained what FCA's "marketing message" was:[91]

> Q What's this marketing message that you speak of?
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> A So FCA has this flow of marketing where we will start by introducing our company, and we will try to share with learners how our other learners are happy with our services with---which starts with the Google review and what are the customers that have actually came to our courses and they---that is actually the format they want to showcase to the people to gain their trust and afterwards we will tell them about the courses, what is the course about. And of course, at the end, the "Call to action" is to tell them about the fees, and of course, what are the subsidies that is going for them. And then that's the closure where we would want to achieve after that, it's the flow of the information.

61 Returning to the summation on the law at [57], insofar as this "flow", as Ms Huang terms it, may conceivably be protected in its expression, there is no infringement where there is no copying. When FCA's brochures and OOm's brochures were compared, there is no factual copying. Cross-examined on this, Ms Huang's response was to reiterate FCA's position that OOm's infringement of its copyright subsisting in the Course Brochures was in respect of the "marketing message" contained therein:[92]

> Q Okay, so we'll just start with the very first one, 20(a). Are you---is FCA saying that because OOm has Google review extracts and pictures of corporate customers in its brochures, that this is a substantial reproduction in form and substance of FCA's brochure?
>
> A No, what we are referring is the flow of the presentation and the marketing message of the brochure.

62 In essence, FCA's position was that OOm had learnt from its brochures, and adopted its approach in selling its products to customers. This alone cannot

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91 NE 6 October 2025 at p 14 lines 16–25.

92 NE 6 October 2025 at p 14 lines 4–9.

amount to substantial copying where the documents do not bear resemblance in expression on comparison.

***Facebook Posts***

63 A visual comparison of the Facebook Posts does not reveal any similarity in the expression of language, words or text. FCA takes the position that "the messaging of the [Facebook] Posts were specifically structured to convey FCA's marketing message".[93] Ms Huang's evidence was that the "marketing message" in the Facebook Posts is the "same" "marketing message" contained in the Course Brochures.[94] She explained that the alleged copying of FCA's Facebook Posts also related to the "marketing message" therein:[95]

> Q So paragraph 38 is in reference to the two posts on the next page which you've put in a table, FCA's post on the left and OOm's post on the right. So you mentioned at paragraph 38 that the post is the exact same, right?
>
> A Yes, that's the similar marketing message.
>
> Q The marketing message is the same?
>
> A Yah.

64 For the same reasons as those given in relation to the Course Brochures, the adoption of a similar marketing strategy in crafting one's own Facebook posts does not amount to the copying of another's Facebook post. There can therefore be no copyright infringement in respect of the same.

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93 CCS at para 124.

94 NE 6 October 2025 at p 22 lines 26–30.

95 NE 6 October 2025 at p 21 lines 15–20.

***Website***

65 In respect of the Website, FCA repeats the same submissions it made on the Course Brochures, and similarly alleges that "the language used is specifically focused on highlighting key marketing messages".[96] As with the Course Brochures, I reiterate that such "marketing messages" are ideas; if the expression of these ideas has not been copied there can be no infringement.

***Feedback Forms***

66 FCA asserts that, at the end of each course, a QR code would be displayed on a projection screen in each classroom, directing learners to an online Google Form containing questions on the quality of the course which they had just completed.[97]

67 When asked to identify the originality in the Feedback Forms, Ms Huang did not highlight any particular aspect of the forms. Rather, she emphasised prothe "flow of operations" surrounding how the Feedback Forms are utilised:[98]

> Q So, are you saying that the process of getting people to access various pages via a QR code is FCA's original creation?
>
> A No, it's actually the flow of the operations.
>
> Q Flow of operations. What do you mean by "flow of operations"?
>
> A What I mean is like, for example, before the class, after the class, there are a set of flow and SOPs that the training support will follow, such as getting the Google reviews where the trainers will flash a slide with the QR

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96 CCS at para 124.

97 Affidavit of Evidence-in-Chief of Huang Jiafeng ("Raine AEIC") at paras 31−34; BOAEIC at p 134−137.

98 NE 6 October 2025 at p 16 lines 11−19.

> code and asking participants to actually scan and give us a review, and as well as the course evaluation form.

68 In my view, the process or use of Google Forms to gather feedback at the end of a course is not protected under the Copyright Act.

***Course Certificates***

69 Lastly, I turn to the Course Certificates. For context, FCA asserts that, upon the successful completion of its courses, a professional Course Certificate would be issued bearing the name of the completed programme, the individual courses within the programme, and the name of the recipient would be issued.[99]

70 A visual comparison of the FCA and OOm certificates do not show any peculiarity of expression that is copied. FCA's contention centre on the novelty of *issuing* course attendees for specific courses, specific Course Certificates. At trial, Mr Giam conceded that "anyone can use the layout".[100] When pressed on how the Course Certificates were unique to FCA, Mr Giam was unable to articulate a plausible basis for copyright protection.[101] Instead, Mr Giam spoke at length about how "it was not common for training providers to proudly present certificates beyond the original WSQ certificates".[102] When asked if the only difference between the Course Certificates and the ordinary WSQ certificate was the name of the course, Mr Giam did not point to a concrete design feature and instead referenced again the novelty of issuing a specific course certificate to affirm their learning decision:[103]

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99 Raine AEIC at para 11, BOAEIC at p 118.

100 NE 25 September 2025 at p 46 lines 9−10.

101 NE 25 September 2025 at p 38 line 18 to p 46 line 19.

102 NE 25 September 2025 at p 38 line 20 to p 39 line 4.

103 NE 25 September 2025 at p 40 lines 10−15.

> Q I see. So the unique format of these certificates that make it copyright is that instead of having just the WSQ broad topic of the course, you put the actual course name. Is that my understanding?
>
> A No, it goes beyond that, because we understand the motivation of the learner and how the certificate would then be able to best serve them moving forward after they have taken time to come and learn and upskill with us.

71 Relevantly, Mr Giam stated:[104]

> And what makes this copyright and---it's because when you combine it with the training we are doing for our employees, how they engage a potential prospect at a roadshow, for example, it would then make sense as a whole for you to understand what would be the best way and strategies that [FCA] is adopting to do its business which, at that point in time, was unique to us.

72 Copyright protection is not granted to reward strategic commercial thinking but for the production of a particular form of expression.

**Inducement of breach of contract**

73 FCA alleges that OOm had induced Mr Chew, Ms Leong, Mr Ang and four other former employees of FCA (Augustine Yeo, Lee Seng Hong, Zhi Khin Foong, and Aledrline Lee) to breach their employment contracts with FCA.

74 The applicable law on this issue is not disputed.[105] In *Turf Club Auto Emporium Pte Ltd v Yeo Boong Hua* [2018] 2 SLR 655, the Court of Appeal held (at [311]) that, to establish the tort of inducement of breach of contract, the following elements must be established:

(a) the alleged tortfeasor knew of the existence of the contract;

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104 NE 25 September 2025 at p 42 lines 1−6.

105 CCS at para 134; DCS at para 68.

(b) the alleged tortfeasor intended to interfere with the claimant's contractual rights;

(c) the alleged tortfeasor directly procured or induced a third party to breach the contract;

(d) the contract was in fact breached; and

(e) the claimant suffered injury as a result of the breach of contract.

75 For the element of procurement or inducement, FCA essentially invites this court to draw an inference that this has occurred on the basis that "it cannot be coincidence that after having the benefit of the Confidential Information, five employees of FCA also joined OOm".[106] In support of this position, FCA cites an excerpt from Gary Chan Kok Yew and Lee Pey Woan, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) at [para 15.014], which states that "it is not always necessary to establish the fact of procurement" as "relevant circumstantial evidence may sometimes constitute sufficient proof where direct evidence is not available".[107] I do not agree that the inference FCA wishes to draw follows from the evidence.

76 Further, I have, above at [37], held that FCA's restraint of trade clause is not enforceable as against its sales staff. Accordingly, OOm cannot be liable for inducing the breach of an unenforceable contractual clause. In any event, FCA has not adduced any evidence of inducement by OOm. Instead, the available evidence militates against such a finding. The WhatsApp messages between Mr Chew, Ms Leong and Mr Cheow show that Mr Chew and Ms Leong

106 CCS at paras 140−141.

107 CCS at para 141.

were the ones to reach out to Mr Cheow to seek employment at OOm.[108] To illustrate, I reproduce the first messages sent by Ms Leong to Mr Cheow in their WhatsApp chat history:

> [17/11/23, 11:59:47 AM] Wendy: Hi. Good Afternoon Ian, my name is Wendy and i've gotten your contact from WeiYao.
>
> My partner and I are keen in meeting you to discuss on future working opportunities with you and your company.
>
> May I ask for a good time to meet next week perhaps at your office? ...

Pertinently, these messages were sent on 17 November 2023, *after* both Mr Chew and Ms Leong had received notice of the termination of their employment from FCA.

77 As for inducing the other five former FCA employees (Mr Ang, Augustine Yeo, Lee Seng Hong, Zhi Khin Foong, and Aledrline Lee) to breach their contracts, this claim wholly fails. The restraint of trade clause is equally unenforceable against these five employees. Further, the only evidence adduced by FCA were their e-mail replies to the Cease and Desist Letters sent by FCA's solicitors, which are included as an exhibit in Ms Wong's affidavit of evidence-in-chief.[109] None of these e-mails indicate that OOm had induced these employees to leave FCA. Furthermore, none of the five former FCA employees were called as witnesses.

**Conspiracy**

78 Lastly, FCA alleges that there was lawful means conspiracy between the Defendants. To establish a lawful means conspiracy, the following elements

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108 BOD Vol 2 at pp 189–190.

109 Lynn AEIC at para 90, BOAEIC at p 99; Exhibit WWL-28, BOD Vol 2 at pp 191–256.

must be proven (*SH Cogent Logistics Pte Ltd v Singapore Agro Agricultural Pte Ltd* [2014] 4 SLR 1208 at [18]):

(a) an agreement between two or more persons to do certain acts;

(b) the conspirators must have had the predominant purpose of causing damage to the claimant;

(c) the acts must have actually been performed in furtherance of the agreement; and

(d) damage must have been suffered by the claimant.

79 FCA contends the Defendants had conspired to:[110]

(a) Breach Mr Chew and Ms Leong's LOAs in relation to the Non-Solicitation, Restraint of Trade, and confidentiality clauses;

(b) Wrongfully use FCA's website, social media, confidential information and proprietary information and to infringe FCA's copyright; and

(c) To induce the breach of Mr Ang's employment contract with FCA.

80 These acts listed, if made out, would constitute unlawful, and not lawful, means. FCA argues that unlawful means may be used to prove lawful means conspiracy, the only difference between the two causes of action being that in lawful means conspiracy, the predominant purpose of causing damage must be proved. Notwithstanding, the specified acts would first have to be proven,

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110 CCS at para 113.

whether they are lawful or unlawful. As I have found that none of the acts listed above have been proved, FCA's action in lawful means conspiracy must fail.

**Conclusion**

81 I therefore dismiss OC 183 in its entirety.

82 If parties are unable to agree on costs, written submissions (of no longer than 10 pages) are to be filed within 21 days of the date of this judgment.

Valerie Thean
Judge of the High Court

Roshan Singh Chopra (Selvam LLC) (instructed), Lucella Maria Lucias Jeraled (Kelvin Chia Partnership) for the claimant;
Reuben Tan Wei Jer, Nadine Victoria Neo Su Hui and Megan Elizabeth Ong Sze Min (Quahe Woo & Palmer LLC) for the first to fourth defendants.