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

[2026] SGHCR 5

Originating Claim No 259 of 2025 (Assessment of Damages No 11 of 2025)

Between

United Overseas Bank Limited

… *Claimant*

And

(1) Xu Yuanchen
(2) Miao Yi Infotech Ltd

… *Defendants*

GROUNDS OF DECISION

[Tort — Defamation — Assessment of damages — Corporate claimant — Banking institution — Online publication — Quantum of general damages]

[Tort — Defamation — Assessment of damages — Factors to be considered — Nature and gravity of defamation — Standing of parties — Mode and extent of publication]

[Tort — Defamation — Assessment of damages — Whether natural indignation of court should be independently considered]

[Tort — Defamation — Assessment of damages — Malice — Whether established — Burden of proof on claimant — No evidence of falsity]

[Civil Procedure — Service — Service out of jurisdiction — Notice of appointment for assessment of damages — Whether court approval required for service out of jurisdiction]

[Civil Procedure — Costs — District Court scale — Proceedings commenced in High Court for enforcement purposes — Whether sufficient reason for High Court scale costs]

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v
Xu Yuanchen and another

[2026] SGHCR 5

General Division of the High Court — Originating Claim No 259 of 2025
(Assessment of Damages No 11 of 2025)
AR Vikram Rajaram
8 December 2025, 15 February, 26 February 2026

4 March 2026

AR Vikram Rajaram:

1 This case concerns a defamation action brought by one of Singapore's three main local banks against the operators of a website following its publication of a series of articles and social media posts alleging financial scandal, criminal wrongdoing, and coercive conduct towards the bank's own customer. The Defendants chose not to participate in the proceedings. After conducting an assessment of damages hearing, I awarded the Claimant S$125,000 in general damages, finding that the defamatory publications struck at the core attributes essential to a banking institution's reputation and were disseminated widely through online platforms. My full grounds of decision are set out below.

Facts

The parties

2 The Claimant, United Overseas Bank Limited, is a regional bank headquartered in Singapore. It is one of the three main local banks in Singapore.[1] The Claimant was founded on or about 6 August 1935 and is present in multiple countries including Singapore, Australia, Brunei, China, Hong Kong, India, Indonesia, Japan, Malaysia, Philippines, South Korea, Thailand, Vietnam, the United States of America and Canada.[2] The Claimant is listed on the mainboard of the Singapore Exchange.[3]

3 The First Defendant, Mr Xu Yuanchen, is a Singapore citizen based in Taiwan.[4] The Second Defendant, Miao Yi Infotech Ltd, is a company incorporated in Taiwan that publishes a news website known as "The Online Citizen" (the "Website").[5] The First Defendant is the chief editor of the Website.[6]

4 The Website is a declared online location under s 32 of the Protection from Online Falsehoods and Manipulation Act 2019 ("POFMA").[7] Section 32(1) of the POFMA states that the Minister may declare an online location as a declared online location if all of the following conditions are satisfied: (i) the

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1 Affidavit of evidence-in-chief of Mr Fong Xian Jun, Benjamin filed on 14 November 2025 ("Mr Fong's AEIC") at para 4.

2 Mr Fong's AEIC at para 5.

3 Mr Fong's AEIC at para 6.

4 Mr Fong's AEIC at para 7.

5 Mr Fong's AEIC at para 8.

6 Mr Fong's AEIC at para 9.

7 Mr Fong's AEIC at para 11 and Exhibit FXJ-2, p 55.

online location has communicated or is communicating in Singapore three or more different statements that are the subject of one or more active directions under Part 3 of the POFMA or Part 4 of the POFMA, or both; and (ii) at least three of those statements had first been communicated in Singapore on the online location within six months before the date of the declaration.

The claims

5 The Claimant's claim against the Defendants in OC 259 is for defamation by way of libel, and malicious falsehood. The defamation centred on the Claimant's dealings with its customer, Yang Kee Logistics (Singapore) Pte Ltd ("Yang Kee"), and Mr Koh Kien Chon ("Mr Koh"), the Chief Executive Officer of Yang Kee.

6 From 27 March 2025 to 31 March 2025, the Defendants published a series of articles on the Website, and posts on the social media platform known as "Facebook", which the Claimant alleged contained defamatory statements about the Claimant.

7 First, on 27 March 2025, the Defendants published an article on the Website with the headline "*Ex-CEO accuses UOB of coercion, threats, and S$500M corporate raid*" and three Facebook posts (the "27 March 2025 Posts") containing a link to the article.[8] The article contained, *inter alia*, the following words (the "27 March 2025 Words"):[9]

> … With over S$500M in assets and 300 jobs lost, the scandal — backed by audio recordings — could become one of Singapore's largest financial controversies. …
>
> …

[8] Mr Fong's AEIC at paras 13 to 16 and Exhibits FXJ-3 and FXJ-4.

[9] Mr Fong's AEIC at para 17 and Exhibit FXJ-3, and Statement of Claim at para 8.

PLAYED

OUT

— BY —

BANKERS

[superimposed on an image]

… **Potentially Singapore's Largest Financial Scandal**

…

The allegations took a darker turn as Koh outlined a series of damaging transactions allegedly forced on the company, including convertible bonds with an exorbitant 27% annual interest rate – more than ten times the company's yearly profit.

Koh claims these terms were imposed under duress, with threats from Leong and other UOB executives to withdraw essential financial facilities if he does not go along with the transactions.

…

… confidential acquisition talks between Yang Kee and French logistics giant Geodis were improperly leaked by UOB's Edmund Leong to facilitate Logos acquisition of the properties in 2020.

This serious breach of the Banking Secrecy Act was allegedly acknowledged by Leong himself in recorded conversations.

…

UOB allegedly sabotaged this offer by issuing a default letter – a move that rendered the company's loans callable, even though repayments were being made contractually. This tactic, Koh claims, effectively blocked any potential rescue.

When another potential rescue deal emerged with GDPS, Koh says UOB systematically undermined negotiations, pressuring suppliers, customers, and employees to distance themselves from Yang Kee, cutting off all paths to recovery.

…

He further revealed that UOB had threatened to bankrupt both him and his father if he reported the matter to authorities.

…

This silence eerily mirrors the threat captured in the leaked audio:

> "MAS will protect UOB one."
>
> The absence of a response raises serious concerns about regulatory accountability and appears to validate Koh's fear that no action would be taken, no matter how damning the evidence.
>
> …
>
> "These are not just cases of corporate mismanagement," …
>
> "They represent a deliberate and coordinated effort to sabotage a Singaporean company, depriving hundreds of employees of their livelihoods."
>
> …
>
> [Emphasis in original]

8 The Claimant pleaded that the 27 March 2025 Words, in their natural and ordinary meaning, and/or by way of innuendo, meant or were understood to mean that the Claimant: (a) was part of a financial scandal; (b) had sabotaged Yang Kee; (c) had caused the downfall of Yang Kee; (d) had misconducted themselves; (e) had acted unscrupulously; and (f) did not adhere to the standards of regulatory accountability.[10]

9 Second, on 28 March 2025, despite being sent a letter of demand from the Claimant's solicitors,[11] the Defendants published another article on the Website with the headline "*Yang Kee Logistics: The Question isn't if Yang Kee struggled — It's what UOB did next*", and a related Facebook post (the "28 March 2025 Post").[12] The article contained, *inter alia*, the following words (the "28 March 2025 Words"):[13]

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10 Statement of Claim at para 9.

11 Mr Fong's AEIC at para 30 and Exhibit FXJ-7.

12 Mr Fong's AEIC at paras 33 to 36 and Exhibits FXJ-8 and FXJ-9.

13 Mr Fong's AEIC at para 37 and Exhibit FXJ-8, and Statement of Claim at para 21.

Yang Kee Logistics: The Question isn't if Yang Kee struggled — It's what UOB did next

Yang Kee Logistics had financial issues — but that's not the controversy. The real story is how UOB's default letter triggered a cross-default chain, blocking refinancing efforts and pushing the group into collapse. …

…

In effect, UOB didn't just pull its own support — it detonated a financial tripwire that forced other lenders to act, regardless of their own risk appetite. That made refinancing or capital injection impossible, even though GDPS and Temasek were actively preparing proposals.

…

UOB Didn't Have to Pull the Trigger — But It Did

As noted in Koh's statutory declaration, UOB was not legally required to issue the default letter when it did. …

Yet the bank chose to act, fully aware of the consequences: once a default is on record, refinancing dies. That decision effectively blocked all ongoing rescue efforts from GDPS and Temasek.

This wasn't just enforcement. It was a pre-emptive strike — one that collapsed the entire refinancing bridge before it could be built.

…

These are serious allegations — but they are not the same as claiming Yang Kee wasn't in trouble. Koh's position is that UOB's actions caused the trouble by deliberately setting off mechanisms that blocked recovery options.

…

But when conflicting narratives emerge — and immense corporate power is exercised without transparency — public scrutiny becomes essential.

…

This is not about taking sides. It's about making sure Singapore's business environment upholds integrity, fairness, and public trust.

[Emphasis in original]

10 The Claimant pleaded that the 28 March 2025 Words, in their natural and ordinary meaning, and/or by way of innuendo, meant or were understood to mean that the Claimant: (a) had caused the downfall of Yang Kee; (b) had sabotaged Yang Kee; and (c) did not conduct itself with integrity, fairness or trust.[14]

11 Third, on 29 March 2025, the Defendants published two further articles on the Website with the headlines "*Ken Koh's story: Why only TOC published it*" and "*Why Ken Koh cannot personally sue UOB — And why he took his story public instead*", along with related Facebook posts (the "29 March 2025 Posts").[15] The articles contained, *inter alia*, the following words (the "29 March 2025 Words"):[16]

(a) From the article titled "*Ken Koh's story: Why only TOC published it*":

> …
>
> After The Online Citizen (TOC) published its exposé on the UOB-Yang Kee Logistics dispute, some netizens asked: why was TOC the only outlet to run Ken Koh's side of the story?
>
> …
>
> TOC published the story on 27 March 2025 – more than a month after Koh's initial outreach. That was more than enough time for any newsroom to investigate, verify, or even simply ask him questions.
>
> …
>
> This silence raises serious questions – especially at a time when SPH Media Trust, which oversees publications such as The Straits Times, has been

14 Statement of Claim at para 22.

15 Mr Fong's AEIC at paras 50 to 53 and Exhibits FXJ-12 and FXJ-13.

16 Mr Fong's AEIC at para 54 and Exhibit FXJ-12, and Statement of Claim at para 32.

> allocated S$900 million in public funding over five years and when platforms like Mothership receive government advertising dollars through sponsored content partnerships.
>
> Has this funding subdued the media's willingness to confront powerful financial institutions or scrutinise state-linked entities?
>
> But there's a deeper issue Singapore must confront: the culture of fear surrounding defamation lawsuits. For too long, legal threats have been used as a de facto shield for the powerful, not to protect reputations – but to avoid scrutiny.
>
> When the fear of defamation silences media coverage and discourages whistleblowers from speaking out, accountability collapses.
>
> At TOC, we refuse to be part of that silence. We vetted the facts, sought legal advice, and made the editorial call to publish.
>
> Because journalism isn't about playing it safe – it's about standing up when others look away.
>
> [Emphasis in original]

(b) From the article titled "*Why Ken Koh cannot personally sue UOB — And why he took his story public instead*":

> …
>
> But a closer look at the facts reveals that this is not a case of personal vendetta or evading legal action.
>
> Rather, it highlights the limitation of civil law in addressing wrongdoing that affects a company, and the sluggish response of regulators in addressing serious misconduct.
>
> **Legal standing: Ken Koh is not the one who suffered the loss**
>
> …
>
> **Civil courts are not the right venue for criminal conduct**
>
> …

> In short, you cannot sue someone in civil court for a crime like criminal intimidation or breach of banking secrecy. You report it – and wait for the authorities to investigate.
>
> …
>
> Given the gravity of the allegations and the national interest in how one of Singapore's major banks handled confidential corporate information, going public was not a replacement for legal action – it was a way to pressure accountability in the face of regulatory silence.
>
> …
>
> **Only a Committee of Inquiry could compel the full truth**
>
> …
>
> In the absence of such a mechanism, critical facts may never emerge, and accountability may remain elusive.
>
> …
>
> **Seeking justice for affected employees and protecting public interest**
>
> …
>
> It is about ensuring that banks are held to higher standards, that regulators act decisively when serious misconduct is alleged, and that companies and their employees are not left defenceless in the fact of institutional power.
>
> …
>
> [Emphasis in original]

12 The Claimant pleaded that the 29 March 2025 Words, in their natural and ordinary meaning, and/or by way of innuendo, meant or were understood to mean the following: (a) the Claimant had committed some wrongdoing and only the Defendants dared to bring this matter to light; (b) the Defendants had carried out the necessary investigations and they had published the articles on 27, 28 and 29 March 2025 and the related Facebook posts because the Claimant had committed some wrongdoing; (c) the Claimant is not accountable for its

conduct; (d) the matter is a "*David vs Goliath*" situation where the Claimant is a powerful entity that is bullying Mr Koh and/or Yang Kee; (e) the Claimant caused loss to Yang Kee; and (f) the Claimant committed criminal wrongdoing.[17]

13 I will refer to the 27 March 2025 Words, the 28 March 2025 Words and the 29 March 2025 Words collectively as the "Words".

14 The Claimant also pleaded that the Defendants acted maliciously. The Claimant pleaded that to embellish, exaggerate, sensationalise and give the impression that the Claimant caused wrongdoing, the Defendants published the following:[18]

(a) on 28 March 2025, a video on the video platform known as "YouTube" titled "*Ex-CEO accuses UOB of coercion, threats, and S$500M corporate raid*";[19] and

(b) on 31 March 2025, an article on the Website with the headline "*Clarifying the 2023 High Court Judgment and the UOB Dispute: What was actually decided?*" and a related Facebook post.[20]

Procedural history

15 The Claimant commenced OC 259 against the Defendants on 3 April 2025.[21] The Defendants did not file a notice of intention to contest or not contest

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17 Statement of Claim at para 33.

18 Statement of Claim at para 41h.

19 Mr Fong's AEIC at para 67 and Exhibit FXJ-16.

20 Mr Fong's AEIC at para 67 and Exhibits FXJ-17 and FXJ-18.

21 Mr Fong's AEIC at para 77.

the claim.[22] On 1 October 2025, the Claimant obtained judgment on liability in default of the filing of a notice of intention to contest or not contest against the Defendants (the "Interlocutory Judgment"). The Interlocutory Judgment provided, amongst other things, that damages, including aggravated damages, were to be assessed.[23]

16 Copies of the Interlocutory Judgment and the Summons for Directions on the Assessment of Damages were served on the Defendants by email on 23 October 2025.[24] The Claimant's Affidavit of Evidence-in-Chief ("AEIC") and the Notice of Appointment for Assessment of Damages (which was assigned the case number "HC/AD 10/2025") were also served on the Defendants by email on 18 November 2025.[25]

The Defendants' procedural objections

17 A hearing for the assessment of damages was first fixed before me on 8 December 2025. Before the hearing, the First Defendant sent emails to the Supreme Court Registry on 4 and 5 December 2025 to raise issues in relation to the service of the Notice of Appointment for Assessment of Damages and other documents. The First Defendant's arguments included that permission had not been obtained to serve the Notice of Appointment for Assessment of Damages out of jurisdiction and that the Defendants did not agree to being served by email.

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22 Mr Fong's AEIC at para 79.

23 Mr Fong's AEIC at para 79 and Exhibit FXJ-24.

24 Mr Fong's AEIC at para 81 and Exhibit FXJ-26.

25 Second Affidavit of Leong Kit Weng filed on 19 November 2025 at para 3.

18 The Defendants did not attend the hearing on 8 December 2025. I then proceeded to hear the Claimant's counsel on the issues that the Defendants had raised in the First Defendant's emails to the Registry. After hearing submissions, I made the following decisions on the First Defendant's objections:

(a) First, in relation to the First Defendant's argument that permission had not been obtained to serve the Notice of Appointment for Assessment of Damages out of jurisdiction, I found that no such permission was required. Order 8 r 1(4) of the Rules of Court 2021 expressly provides that "[t]he Court's approval is not required for service of court documents other than the originating process if the Court's approval has been granted for service of the originating process out of Singapore". The Notice of Appointment for Assessment of Damages is not an originating process. Since the Claimant had previously obtained approval to serve the underlying originating process on the Defendants out of jurisdiction, no further approval was needed for service of the Notice of Appointment for Assessment of Damages.

(b) Second, in relation to the arguments on whether it was permissible to effect service by email, I identified two potential concerns that warranted fresh service under a specific court order. The first concern related to the First Defendant, who had expressly stated in his reply to the Claimant's letter of demand that he did not consent to service via email. While O 7 r 3(*b*) of the Rules of Court 2021 (which permits ordinary service by email at the email address "provided by the party to be served") did not require the defendant's consent to email service, I considered it prudent to avoid any future dispute about whether the First Defendant had truly "provided" his email address for the purpose of

service given his express reservation. The second concern was that there was commentary that suggested that O 7 r 3(*b*) requires the email address to be provided by the person as a party after proceedings have commenced: *Singapore Court Practice* (Jeffrey Pinsler SC gen ed) (LexisNexis, online version, Order 7, updated as at 20 November 2025) at para 7.3.4 ("… Furthermore, the language of r 3(b) suggests that the email address should be provided by *B* as a party, ie, after the proceedings have commenced. …"). In the present case, the First Defendant's email address was provided in his letter dated 1 April 2025, before proceedings were commenced.

(c) While these concerns did not apply to the Second Defendant, which had provided and continued to provide its email address on the Website, I decided to order fresh service on both Defendants since I thought that fresh service ought to be ordered for the First Defendant.

(d) My order for fresh service was made under O 7 r 3(*e*) of the Rules of Court 2021 which allows the Court to order ordinary service "in any manner which the Court may direct, including the use of electronic means". I was satisfied that service via email would be effective in bringing the documents to the Defendants' attention. The First Defendant had been corresponding with the Registry via email both on his behalf and on behalf of the Second Defendant. I accordingly ordered service of all relevant documents by email and extended the time for service to 15 December 2025.

19 After I decided to order that the Notice of Appointment for Assessment of Damages be served again, the Claimant's counsel requested that the hearing be stood down. After the hearing resumed, the Claimant's counsel informed me

that it might be prudent to allow the Defendants a further opportunity to file AEICs and written submissions before the further hearing. The Claimant's counsel also stated that they would file a *fresh* Notice of Appointment for Assessment of Damages once the further hearing date was fixed. I agreed with the Claimant's counsel that the Defendants ought to be given a further opportunity to contest the assessment of damages proceedings. I therefore set timelines for the Defendants to file and serve their list of documents, AEICs, notices of objection to the contents of AEICs and written submissions before the further hearing, which I fixed to be held on 15 January 2026 (the "Further Hearing"). I also ordered that the *fresh* Notice of Appointment for Assessment of Damages be served by 15 December 2026.

20 The Claimant later filed a fresh Notice of Appointment for Assessment of Damages, which was designated with the case number "HC/AD 11/2025". The Claimant also extracted the orders I had made on 8 December 2026 in an order of court (HC/ORC 7301/2025 ("ORC 7301")) and filed an affidavit of service to confirm that service was effected on the Defendants via email on 9 December 2025. The Defendants were informed in the same email of the date and time of the Further Hearing.[26]

21 The Defendants did not attend the Further Hearing. As I was satisfied that the Defendants had been provided adequate notice of the hearing, I proceeded to conduct the assessment proceedings. The Claimant called its sole witness, Mr Fong Xian Jun, Benjamin ("Mr Fong"), a First Vice President of the Claimant's Group Legal & Secretariat Department. The Claimant then

[26] See First Affidavit of Ho Wei Liang, Sherman filed on 12 January 2026 at para 3 and Exhibit HWLS-1.

closed its case. As the Defendants were absent, I proceeded to hear closing submissions. I then reserved judgment.

22 After the Registry informed the parties that the hearing to deliver judgment would be held on 26 February 2026, the First Defendant sent a further letter to the Registry via email on 24 February 2026. In that letter, the First Defendant stated his objection to the orders made in ORC 7301. The First Defendant's main objection was that under O 15 r 15(5) of the Rules of Court 2021, a Notice of Appointment for Assessment of Damages must be served not later than 14 days after its filing. The First Defendant argued that the period for service of the earlier Notice of Appointment for Assessment of Damages (which was assigned the case number HC/AD 10/2025) had expired on 28 November 2025, and that this was not addressed in ORC 7301. The First Defendant also maintained his position that service of the Notice of Appointment for Assessment of Damages must comply with the "Order 8 service-out requirements". The First Defendant further stated that his position was that the service of the Notice of Appointment for Assessment of Damages was void and that the entire assessment of damages was procedurally invalid.

23 The Claimant's solicitors wrote to the Registry on 25 February 2026 to respond to the First Defendant's objection. In summary, the Claimant's solicitors stated that at the hearing on 8 December 2025, I directed that a *fresh* Notice of Appointment for Assessment of Damages be filed. That fresh Notice of Appointment for Assessment of Damages was filed on 8 December 2025 and served on 9 December 2025. Accordingly, the Claimant submitted that there was no merit to the allegation that the Notice of Appointment for Assessment of Damages was served out of time. The Claimant's solicitors also maintained that a Notice of Appointment for Assessment of Damages need not be personally served on the Defendants.

24 Shortly before the hearing on 26 February 2026, the First Defendant sent a further letter to the Registry via email. The First Defendant asserted in this letter that the Claimant's position that ordinary service by email was sufficient and that court approval was not required was contradicted by the Claimant's application on 8 December 2025 for a specific order for service. The First Defendant also stated that a formal application by summons, supported by affidavit, was required before the Court could have extended the deadline for service of the Notice of Appointment for Assessment of Damages. I note that this appeared to be a reference to the earlier Notice of Appointment for Assessment of Damages which was designated with the case number HC/AD 10/2025.

25 In my view, the First Defendant's objections in his letters of 24 and 26 February 2026 had no merit:

(a) As the Claimant's counsel submitted, I eventually decided on 8 December 2025 that the Claimant was to file and serve a fresh Notice of Appointment for Assessment of Damages. The fresh Notice of Appointment for Assessment of Damages, which was designated with a case number HC/AD 11/2025, was filed on 8 December 2025 and served on 9 December 2025. The fresh Notice of Appointment for Assessment of Damages was served within the time required under the Rules of Court 2021. Accordingly, there was no merit to the First Defendant's objection regarding the timing of the service of the Notice of Appointment for Assessment of Damages. The assessment of damages proceedings were conducted on the second Notice of Appointment for Assessment of Damages, ie, the one designated with the case number HC/AD 11/2025.

(b) As for the First Defendant's arguments regarding service by email, service of the Notice of Appointment for Assessment of Damages by email was permissible. A Notice of Appointment for Assessment of Damages is not an originating process. I have explained earlier why permission to serve that document out of jurisdiction was not necessary: see [18(a)] above.

The Claimant's submissions

26 Returning to the substance of the assessment of damages proceedings, the Claimant only sought general damages from the Defendants.[27] It did not seek any special damages or aggravated damages.

27 In terms of quantum, the Claimant sought S$150,000 from the Defendants on a joint and several basis.[28] The Claimant submitted that this quantum was justified in view of the circumstances of this case, including:

(a) the grave nature of the defamation, which falsely portrayed the Claimant as being involved in financial scandal, misconduct and criminal wrongdoing;[29]

(b) the Claimant's standing as one of Singapore's three main local banks and a listed company, contrasted with the Defendants' operation of a non-mainstream media platform that publishes articles that are "drafted in a manner to sensationalise matters for the purposes of driving online traffic to the Website";[30]

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27 Claimant's Written Submissions at para 2.

28 Claimant's Written Submissions at para 2.

29 Claimant's Written Submissions at paras 27 to 31.

30 Claimant's Written Submissions at paras 32 to 39.

(c) the extent of the publication of the various articles, Facebook posts and the YouTube video;[31] and

(d) the Defendants' malicious conduct in continuing to publish further defamatory content even after receiving a letter of demand, their failure to participate in the proceedings, and their refusal to remove the defamatory material or apologise.[32]

28 The Claimant relied principally on the precedent of *Oversea-Chinese Banking Corp Ltd v Wright Norman and others and another suit* [1994] 3 SLR(R) 410 ("*Wright Norman*") where another one of the major Singapore banks, Oversea-Chinese Banking Corp Ltd ("OCBC"), was awarded S$50,000 in general damages in 1994, submitting that the present case warranted a significantly higher award due to the more serious nature of the defamation, the far greater extent of online publication, and the passage of over 30 years.[33]

29 The Claimant stated that it intended to donate whatever damages were awarded in its favour, and which were recovered from the Defendants to a charity of the Claimant's choice.[34]

Applicable principles on the award of general damages in defamation actions

30 In general, an award of general damages in a defamation action serves three functions: (i) as a consolation to the claimant for the distress suffered; (ii) to repair the harm to the claimant's reputation; and (iii) to vindicate the

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31 Claimant's Written Submissions at paras 40 to 42.

32 Claimant's Written Submissions at paras 52 to 62.

33 Claimant's Written Submissions at paras 68 to 83.

34 Mr Fong's AEIC at para 94 and Claimant's Written Submissions at para 85.

claimant's reputation: see the Court of Appeal's decision in *Lim Eng Hock Peter v Lin Jian Wei and another and another appeal* [2010] 4 SLR 357 ("*Lim Eng Hock Peter*") at [4], citing *Arul Chandran v Chew Chin Aik Victor* [2001] 1 SLR(R) 86 at [53].

31 The first function is not relevant for a corporate claimant. This is because a corporate entity "cannot be injured in its feelings": see the Court of Appeal's decision in *Basil Anthony Herman v Premier Security Co-operative Ltd and others* [2010] 3 SLR 110 at [65], citing *Rubber Improvement Ltd v Daily Telegraph Ltd* [1964] AC 234 at 262 *per* Lord Reid and *Continental Steel Pte Ltd v Nippon Steel & Sumitomo Metal Southeast Asia Pte Ltd and another* [2023] 5 SLR 445 ("*Continental Steel*") at [162].

32 The Court of Appeal in *Lim Eng Hock Peter* held (at [7]) that the circumstances that are relevant and will be taken into account in fixing the quantum of general damages include the following:

(a) the nature and gravity of the defamation;

(b) the conduct, position and standing of the claimant and the defendant;

(c) the mode and extent of publication;

(d) the natural indignation of the court at the injury caused to the claimant;

(e) the conduct of the defendant from the time the defamatory statement is published to the very moment of the verdict;

(f) the failure to apologise and retract the defamatory statement; and

(g) the presence of malice.

33 The Court should look at the damages awarded in past cases for comparison or guidance. Looking at broadly comparable past cases, with discretion, is useful in "promoting a rationally sustainable and coherent regime for damages for libel…": see *Golden Season Pte Ltd and others v Kairos Singapore Holdings Pte Ltd and another* [2015] 2 SLR 751 ("*Golden Season*") at [73].

Analysis and decision

34 In this section, I will first explain the circumstances that I considered were relevant in assessing the quantum of general damages before explaining my decision on the appropriate quantum of damages to award in the light of the circumstances and the relevant precedents.

The circumstances to be considered

35 I considered the following circumstances: (i) the nature and gravity of the defamation; (ii) the standing of the parties; (iii) the mode and extent of publication; (iv) whether the natural indignation of the court should be taken into account as an independent factor; (v) the conduct of the Defendants from the time of publication and their failure to apologise; and (vi) whether the Defendants acted with malice.

Nature and gravity of the defamation

36 Turning first to the nature and gravity of the defamation, the general principle that the Court will apply is that "the more closely [a defamatory statement] touches the plaintiff's personal integrity, professional reputation, honour, courage, loyalty and the core attributes of his personality, the more

serious it is likely to be": see *Foo Diana v Woo Mui Chan* [2025] 4 SLR 95 ("*Foo Diana*") at [69], citing *John v MGN Ltd* [1997] QB 586 at 607, which was, in turn, cited with approval by the Court of Appeal in *Koh Sin Chong Freddie v Chan Cheng Wah Bernard and others and another appeal* [2013] 4 SLR 629 at [25].

37 I found that the defamation in question was of a high degree of severity for the following reasons.

38 First, through the Words, the Defendants made serious allegations that impacted the core aspects of the Claimant's reputation as a banking institution. The allegations made in the Words included the following:

(a) The Claimant was part of a financial scandal involving the Claimant forcing Yang Kee, its own customer, to enter into "a series of damaging transactions" (see [7] to [8] above).

(b) The Claimant imposed terms on Yang Kee "under duress", made threats to withdraw essential financial facilities, sabotaged and undermined Yang Kee, and ultimately caused its downfall (see [7] to [10] above).

(c) The Claimant "improperly leaked" information relating to confidential acquisition talks between Yang Kee and another entity and that this was a "serious breach of the Banking Secrecy Act" (see [7] above). The Claimant was also alleged to have committed criminal wrongdoing involving "criminal intimidation or breach of banking secrecy" (see [11(b)] and [12] above).

(d) The Claimant was avoiding accountability for its own actions (see [11(b)] and [12] above).

These allegations directly impact the core attributes of a bank – such as financial propriety, loyalty to customers, and legal and ethical compliance.

39 Second, the presence of adverse comments from the public on the articles and the posts showed that the allegations made caused damage to the Claimant's reputation. In this regard, the Court may rely on adverse comments by the readers of the defamatory publication as evidence of the harm that was done by the publication: see *Lee Hsien Loong v Xu Yuan Chen and another suit* [2022] 3 SLR 924 ("*LHL v XYC*") at [77]. The Claimant here highlighted several adverse comments on each of the articles and Facebook posts that were the subject of the Claimant's claim in defamation.[35] For example, the comments made included the following adverse comments which supported the Claimant's case that its reputation has been adversely impacted by the defamatory material:

(a) "I urge all UOB victims to come forward. It's now or never. Anyone who worked at UOB knows it is evil. Stand with Ken."[36]

(b) "Wah, it is a highly gangster style of doing business at the sacrifice of a company which owe the bank's money."[37]

(c) "Never liked UOB. they are a problematic bank."[38]

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35 Mr Fong's AEIC at paras 26, 28, 46, 63 and 65, and Exhibits FXJ-5, FXJ-6, FXJ-10, FXJ-11, FXJ-14 and FXJ-15.

36 Mr Fong's AEIC at para 26 and Exhibit FXJ-5.

37 Mr Fong's AEIC at para 26 and Exhibit FXJ-5.

38 Mr Fong's AEIC at para 28 and Exhibit FXJ-6.

(d) "It reads like UOB went out of its way to bankrupt this company so another company with business interests with UOB can take over at distress price. Smells like corruption."[39]

40 Third, the allegations made in the Words were not vague and unspecific. As held in *Foo Diana* at [72], "[i]f the circumstances of a defamatory statement are such that it would not be easily believed", the Court may reasonably infer that the damage to the claimant's reputation would be less. Further, a defamatory statement that is vague and lacking particulars would appear less credible as compared with a statement that levels specific allegations: see *Foo Diana* at [73]. What this means is that if a defamatory statement makes detailed allegations with a high degree of particularisation, such as naming specific persons and events, the allegations are more likely to appear to a reasonable person to be credible, and this would then increase the gravity of the defamation.

41 On the facts of the present case, the Defendants made specific and detailed allegations against the Claimant through the Words. The Words identified one of the executives within the Claimant's organisation who allegedly made the threats by his name (one "Edmund Leong") (see [7] above). The 27 March 2025 Words also state that the same executive improperly leaked information relating to confidential acquisition talks and that the executive acknowledged what was said to have been a "serious breach of the Banking Secrecy Act" in "recorded conversations" (see [7] above). The Defendants also identified the parties that Yang Kee was apparently in acquisition talks with – namely, a "French Logistics giant Geodis" (see [7] above). Further, the Words explained how the Claimant allegedly "sabotaged" Yang Kee – by issuing a default letter that apparently "triggered a cross-default chain" (see [9] above).

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[39] Mr Fong's AEIC at para 48 and Exhibit FXJ-11.

42 In my view, the Words were far from vague and unspecified. The high degree of specificity in the Words would have made the Words more believable. This, in turn, raised the level of gravity of the defamation.

The standing of the parties

43 I turn next to consider the parties' position and standing. On this factor, the following principles are relevant:

(a) The higher the standing of the claimant, the higher the quantum of damages that the court will award: *Foo Diana* at [78].

(b) The defendant's standing is also relevant because it is relevant to the impact of the defamation and the injury caused. Essentially, a defendant that is well known is likely to have its words heard to a greater extent, and greater weight would be placed by the public on the words: *Foo Diana* at [78].

44 Turning first to the Claimant's standing, as stated earlier, the evidence before me is that the Claimant is a regional bank founded almost a century ago, with a presence in multiple countries (see [2] above).[40] The Claimant is also one of the three main local banks,[41] and it is listed on the mainboard of the Singapore Exchange (see [2] above).[42] From this evidence, I concluded that the Claimant is an institution of high standing. This meant that a higher award of damages would be warranted.

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40 Mr Fong's AEIC at para 5.

41 Mr Fong's AEIC at para 4.

42 Mr Fong's AEIC at para 6.

45 As for Defendants, the First Defendant is a Singapore citizen based in Taiwan.[43] He is the chief editor of the Website.[44] A page on the Website stated that the Website is "led by [the First Defendant], with the support of a small editorial team and a group of committed volunteers".[45] The Second Defendant is a company incorporated in Taiwan that publishes the Website.[46] A page on the Website stated that the Website was founded in Singapore in December 2006 and "was the country's longest-running independent news site".[47] The page further stated that after "regulatory pressure from Singapore's authorities", the Second Defendant ceased its operations in Singapore and is now based in Taiwan where it "continues its mission of delivering fact-based reporting and under-reported stories from a new vantage point".[48] The Website further stated that it "remain[s] fully committed to independent journalism – without fear or favour and without borders".[49] As mentioned above, there was also evidence before me that the Website is a declared online location in Singapore under s 32 of the POFMA (see [4] above).[50] As I will explain below, the Website is not obscure. The evidence suggested that the Facebook posts were viewed by a large number of persons (see [49] below).

46 Based on these matters, I reached the following conclusions regarding the Defendants:

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43 Mr Fong's AEIC at para 7.

44 Mr Fong's AEIC at para 9.

45 Mr Fong's AEIC at para 9 and Exhibit FXJ-1, p 49.

46 Mr Fong's AEIC at para 8.

47 Mr Fong's AEIC at para 9 and Exhibit FXJ-1, p 48.

48 Mr Fong's AEIC at para 8 and Exhibit FXJ-1, p 48.

49 Mr Fong's AEIC at para 9 and Exhibit FXJ-1, p 49.

50 Mr Fong's AEIC at para 11 and Exhibit FXJ-2, p 55.

(a) The First Defendant and the Second Defendant operate the Website with the objective of providing independent news coverage and journalism.

(b) The Website is relatively well known and accessed by a large number of persons.

(c) Given its stated aims and the extent of its reach, words published on the Website were likely to have some weight to the public, though not to a great extent because the Website's status as a declared online location may lead readers to view the words published on the Website, as well as the related Facebook posts, with a measure of scepticism.

The mode and extent of the publication

47 I turn next to consider the mode and extent of the publication of the Words. The following principles are relevant:

(a) The greater the extent of the publication of the defamatory statement, the higher should be the award of damages: see *Lim Eng Hock Peter* at [33].

(b) In the context of a publication on a website, the Court would look at evidence such as statistics on the number of times the publication was viewed to determine the extent of publication: see *LHL v XYC* at [85] to [86].

(c) If the publication is republished or shared, a higher quantum of damages should be awarded if the republication was a natural and probable consequence of the publication: see *LHL v XYC* at [87]. This is because such republication would increase the reach of the defamation

and magnify the damage to the claimant's reputation: see *LHL v XYC* at [87].

48 In the present case, the Words were published and republished widely, as can be seen from the following evidence.

49 First, the statistics produced by the Claimant suggested that the Words were viewed very widely. The Claimant produced the following statistics, which were stated to be correct as at the date of Mr Fong's AEIC:

(a) The 27 March 2025 Posts had 2,134 reactions from readers, 466 comments, were shared 698 times and had at least 325,000 views.[51]

(b) The 28 March 2025 Post had 205 reactions from readers, 87 comments and was shared 33 times.[52]

(c) One of the 29 March 2025 Posts had 352 reactions, 137 comments and was shared 36 times.[53] The other had 142 reactions, 25 comments and was shared 22 times.[54]

50 The statistics above only showed the number of occasions on which viewers actively engaged with the 27 March 2025 Posts, the 28 March Post and the 29 March 2025 Posts through a reaction, a comment or by sharing the post. I found that it was likely that the actual number of viewers would have been higher as there may have been persons who passively viewed the posts without interaction.

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51 Mr Fong's AEIC at para 20b.

52 Mr Fong's AEIC at para 40b.

53 Mr Fong's AEIC at para 57b.

54 Mr Fong's AEIC at para 57c.

51 Second, as for the mode of publication, the Words were published on the internet. There was free and open access to the publications by users of the internet in Singapore and around the world.[55] Further, the Words remained accessible as at the date of Mr Fong's AEIC.[56] These circumstances warranted a higher award of damages, as compared with cases where the defamatory statements were published to a limited audience.

52 Third, the fact that the 27 March 2025 Posts, the 28 March 2025 Post and the 29 March 2025 Posts were shared by persons who viewed the posts (see [49] above) increased the reach of the defamatory words and the damage to the Claimant's reputation. I found that republication was a natural and probable consequence of the publication of the Words. The contents of the articles would have been of general interest given the prominence of the Claimant as one of the three main local banks (see [2] and [44] above).

The natural indignation of the court

53 While the Claimant submitted that the natural indignation of the court should be taken into consideration,[57] my view was that this factor should not be given independent consideration. This is consistent with the approach taken in recent High Court decisions: see *Foo Diana* at [114] to [115], citing *Shanmugam Kasiviswanathan v Lee Hsien Yang and another matter* [2024] 5 SLR 194 ("*Shanmugam*") at [57] and *Lee Hsien Loong v Leong Sze Hian* [2021] 4 SLR 1128 ("*LHL v LSH*") at [122]. There are three reasons why considering the natural indignation of the court as an independent factor may not be appropriate:

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55 Mr Fong's AEIC at paras 22, 42 and 59.

56 Mr Fong's AEIC at para 85.

57 Claimant's Written Submissions at paras 43 to 61.

(a) First, there was a risk of "double counting" because the court's perspective of the injury caused may have been taken into consideration in the court's analysis of other factors such as the nature and gravity of the defamation: see *Foo Diana* at [114], *Shanmugam* at [57] and *LHL v LSH* at [122].

(b) Second, there was a lack of utility in considering the court's natural indignation when such matters would have already been considered when the court assesses the nature and gravity of the defamation: see *Foo Diana* at [115] and *Shanmugam* at [58].

(c) Third, considering the natural indignation of the court as an independent factor may lead the court to stray from the compensatory aim of general damages. An award of general damages "that is *intended* to reflect the court's indignation and disapproval of the defendant's conduct would not be primarily compensatory but punitive in nature": see *Foo Diana* at [115] [emphasis in original].

54 In the present case, the Claimant's submissions on the natural indignation of the court repeated arguments that were made under the other factors. The Claimant submitted that the Court should look at the Claimant's injury with "great indignation"[58] due to the "grave and very great" nature and gravity of the defamation,[59] the "far reaching" extent of the publication,[60] and the Defendants' conduct such as their persistence with publishing further articles after a letter of demand was sent.[61] These were all matters that I

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58 Claimant's Written Submissions at para 51.

59 Claimant's Written Submissions at para 45.

60 Claimant's Written Submissions at para 46.

61 Claimant's Written Submissions at paras 47 to 50.

considered under the other factors – I have already explained the nature and gravity of the defamation and the mode and extent of the defamation above (see [36] to [42] above and [47] to [52] above), and I will be considering the Defendants' conduct later in this judgment (see [55] to [58] below). Thus, there would have been double counting if I had considered the matters raised by the Claimant under the umbrella of the court's "natural indignation". There was also a lack of utility in considering these matters again. Doing so also carried the risk that I may stray from the compensatory aim of an award of general damages. Thus, in line with the approach taken in *Foo Diana*, *Shanmugam* and *LHL v LSH*, I decided not to consider the natural indignation of the court as an independent factor in assessing the quantum of damages.

The conduct of the Defendants and the failure to apologise

55 I considered the Defendants' conduct from the time of the defamatory statements and their failure to apologise together. The Defendants' failure to apologise was a part of their overall conduct.

56 The following conduct on the part of the Defendants is relevant and warranted a higher award of damages.

57 First, the Defendants did not retract the 27 March 2025 Words after receiving the Claimant's solicitors' letter of demand (see [9] above). Instead, the Defendants persisted with publishing, on 28 and 29 March 2025, further articles, posts and a video in connection with the Claimant's dealings with Yang Kee and Mr Koh (see [9] to [14] above).

58 Second, the Defendants refused to apologise and retract the allegations made in the Words. As noted above, the articles, posts and video remained

accessible as at the date of Mr Fong's AEIC (see [51] above).[62] Had there been an apology or retraction, there might have been mitigation of the damage caused. In relation to the defamation of a company, an apology or retraction may have fulfilled the vindicatory aim of defamation: see *Continental Steel* at [223] to [224]. Here, there was no apology or retraction. Thus, there was no mitigation of the effect of the defamation to speak of in the present case. I took this into account when assessing the amount of damages that should be paid.

Whether the Defendants acted with malice

59 Malice may be established in two ways: (a) first, by showing that the defendant knew the defamatory statements were false, had no honest belief that the statements were true or was reckless as to the truth of what was published; or (b) second, where the defendant had genuine or honest belief in the truth of what was published, by showing that the defendant's dominant motive was to injure the claimant: see *Continental Steel* at [201] and [207] and *LHL v XYC* at [88].

60 The Claimant relied on the following in support of its submission that the Defendants acted with malice:

> (a) First, after receiving the letter of demand on 28 March 2025 requesting removal of the initial defamatory article and posts, the Defendants chose to publish further defamatory content contained in additional articles, Facebook posts, a YouTube video, and subsequent articles on 28, 29 and 31 March 2025.[63]

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62 Mr Fong's AEIC at para 85.

63 Claimant's Written Submissions at paras 53 to 54.

(b) Second, the Words were false and baseless and yet the Defendants published them to millions of users on the World Wide Web.[64]

(c) Third, even after being served with the Originating Claim and Statement of Claim, the Defendants chose not to participate in the proceedings. The Claimant submitted that this demonstrated that the Defendants were aware that the defamatory content was untrue and that they had published the content merely because it fitted their "anti-establishment" reporting agenda designed to drive website traffic.[65]

(d) Fourth, even after being served with the Interlocutory Judgment, the Defendants failed to remove the defamatory articles, posts and video, which remained readily accessible online to millions of users.[66]

61 The Claimant submitted that this demonstrated that the Defendants conducted themselves in a manner that was calculated to injure the Claimant's reputation with malicious intent, either because they did not honestly believe their statements were true or because they acted with reckless disregard for the truth.[67]

62 Having considered the evidence and the submissions, I found that the Claimant had not established that the Defendants acted with malice. My reasons were as follows.

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64 Claimant's Written Submissions at paras 55 to 56.

65 Claimant's Written Submissions at para 57.

66 Claimant's Written Submissions at para 58.

67 Claimant's Written Submissions at para 59 and Mr Fong's AEIC at para 89.

63 To begin with, I was unable to conclude, on the evidence that the Claimant had adduced, that the Defendants knew that the allegations made in the articles and posts were untrue, had no honest belief in the truth of the allegations or acted recklessly as to the truth of the allegations. This is because the Claimant had not adequately established the falsity of the statements in the Words in the first place. While the Claimant repeatedly asserted that the Words were false, the Claimant chose not to adduce any evidence in support of that assertion. The Claimant's sole factual witness did not substantively engage with any of the specific allegations raised in the articles. For example, the Claimant did not set out its version of events in relation to its dealings with Yang Kee. The Claimant's substantive position on the allegations of breaches of banking secrecy and criminal intimidation was also not set out in the Claimant's AEIC. Instead, the Claimant merely asserted, without elaboration or supporting documents, that the defamatory statements were "false and baseless".[68]

64 My view was that the Claimant's assertions that the Words were false and baseless was insufficient to establish that the defamatory statements were actually false. This was a critical gap in the evidence. If the Claimant wanted to run these assessment proceedings on the premise that the statements were false, and false to the Defendants' knowledge, evidence of the false nature of the allegations ought to have been adduced. Such evidence would have allowed the Court to assess whether the Defendants could have easily verified the truth of the allegations and yet chose to publish. It bears emphasis that these assessment proceedings were not being conducted by default even though the Interlocutory Judgment was entered in default of the filing of a notice to contest or not contest. The Claimant bore the burden of proving loss or damage by evidence: see *U*

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[68] Mr Fong's AEIC at paras 24, 44 and 61.

Myo Nyunt (alias Michael Nyunt) v First Property Holdings Pte Ltd [2021] 2 SLR 816 at [47], citing *Strachan v The Gleaner Co Ltd and another* [2005] 1 WLR 3204 at [16] ("… whether the defendant appears at or plays any part in the hearing to assess damages, the assessment is not made by default; the claimant must prove his loss or damage by evidence. …").

65 Moreover, there was no evidence before me that the Claimant engaged substantively with the Defendants to demonstrate that the allegations were false. The letter of demand that the Claimant's solicitors sent the Defendants on 28 March 2025 did not set out supporting evidence or otherwise engage substantively with the allegations made. Instead, the letter stated, without elaboration, that the defamatory statements were "completely false and baseless".[69] It would be a different matter if the Claimant had engaged substantively with the Defendants to demonstrate that the underlying allegations in the first article were untrue and if the Defendants then persisted with their further publications. In that event, an inference may well be drawn that the Defendants were acting maliciously. However, these were not the circumstances in the present case.

66 The evidence in the present case may be contrasted with the situation in *LHL v XYC* where there was clear evidence of the defendant's recklessness. In *LHL v XYC*, the Court had evidence that the defendant (who is the First Defendant in the present case) did not carefully check the veracity of the allegations made in an article that was published on the Website and had spent less than ten minutes checking a draft of the article before it was uploaded: see *LHL v XYC* at [91]. Further, the First Defendant admitted in that case that he did not conduct any independent verification of the allegations in the article, that

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69 Mr Fong's AEIC at p 77, para 8.

the allegations were not based on the underlying source documents and that he had no personal knowledge of the matters and simply believed the statements made by the plaintiff's siblings. Further, the First Defendant did not approach the siblings to verify their allegations even after the plaintiff's office had sent a letter to the First Defendant: see *LHL v XYC* at [92].

67 In contrast, in the present case, the Claimant did not place before the Court any evidence relating to their engagements with the Defendants on the contents of the articles and posts. While the Defendants did not participate in the assessment proceedings, there are suggestions in the documents exhibited to Mr Fong's AEIC that the Defendants may have engaged with the Claimant before the publication of the first article on 27 March 2025. In the First Defendant's written response to the Claimant's solicitors' letter of demand, the First Defendant stated that the Website sent the Claimant a media query on 14 March 2025 which apparently contained the allegations that were going to be published. According to the First Defendant, the Claimant did not respond substantively to the allegations.[70] However, the Claimant did not place before the Court the actual exchanges between the Website and the Claimant's media team. The Claimant did not also dispute the First Defendant's account of these exchanges. Further, as stated above, the Claimant did not produce its version of events, with supporting documents. In the absence of such evidence, I was not able to conclude that the Defendants' conduct in this case was malicious.

68 Finally, I did not also find that the other matters relied upon by the Claimant (namely, the Defendants' persistence in continuing to publish articles after the letter of demand and their refusal to engage with these proceedings) were sufficient to support a finding of malice. The Defendants' persistence was

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[70] Mr Fong's AEIC at p 132, para 8.

not necessarily indicative of malice. As noted in *Gatley on Libel and Slander* (13th Ed, 2022) at para 34-065 ("*Gatley*"), a defendant's refusal to apologise or retract a defamatory statement may not indicate malice but may, instead, be consistent with the defendant's belief in the truth of its case. Persistence would, however, constitute evidence of malice if a defendant persists after becoming aware of the falsity of the statement: see *Gatley* at para 34-065. For the reasons set out above, I did not have sufficient evidence before me that the Defendants were made aware, through adequate engagement by the Claimant, that the allegations were false.

Conclusion on the factors to be considered

69 In summary, my findings on each of the factors were as follows:

(a) First, the defamation was of a high degree of severity as it involved serious allegations that struck at the core attributes of the Claimant as a bank by making allegations that the Claimant was involved in a financial scandal, criminal wrongdoing, and threats to its own customer. The allegations were also specific and detailed, making them more credible and thus more damaging.

(b) Second, the Claimant is an institution of high standing as one of Singapore's three main local banks and a listed company, warranting a higher award of general damages. As for the Defendants, they operate a relatively well-known website. Words published on the Website were likely to have some weight to the public, though not to a great extent.

(c) Third, the extent of the publication of the Words was extensive, with the 27 March 2025 Posts alone receiving at least 325,000 views and

being shared 698 times. The defamatory material remained freely accessible online, at least up to the date of Mr Fong's AEIC.

(d) Fourth, I did not consider the natural indignation of the court as an independent factor to avoid double-counting and to maintain the compensatory aim of damages.

(e) Fifth, the Defendants' conduct warranted a higher award. The Defendants persisted in publishing further defamatory content after receiving a letter of demand and have refused to apologise or retract the Words.

(f) Sixth, I found that malice had not been established due, *inter alia*, to the Claimant's omission to adduce evidence of the falsity of the statements and the lack of evidence of substantive engagement with the Defendants to demonstrate such falsity.

The appropriate quantum in this case

70 I turn next to consider the appropriate quantum of damages to be awarded in this case having regard to both the relevant circumstances as explained above and the precedents.

The relevant precedents

71 In *Continental Steel*, the Court set out (at [231]) a helpful tabulation of cases involving general damages awards in favour of corporate claimants. I set out below a summary of those cases, as well as a summary of *Continental Steel* itself which also involved a corporate claimant:

(a) *Wright Norman*: The plaintiff was one of the other major local banks, OCBC. The first defendant wrote a letter to a newspaper, *The Business Times*, alleging that there was a "*prima facie* case of rank amateurism or carelessness at OCBC" for OCBC to have apparently allowed confidential information relating to the identity of potential hires to be leaked. OCBC sued various persons for defamation. The Court awarded OCBC with general damages of S$50,000. In fixing the quantum, the Court (at [69]) took into consideration the following factors: (i) the plaintiff was "one of the leading local banks in Singapore"; (ii) the defamatory statements "appeared in a newspaper for the business community"; (iii) no apology was made; (iv) the defence of justification was pursued; (v) the defamatory statements were made "with the object of promoting generally the interests of executive search firms, and that of the defendants in particular": *Wright Norman* at [69]. There was no finding of malice.

(b) *Sin Heak Hin Pte Ltd and another v Yuasa Battery Singapore Co Pte Ltd* [1995] 3 SLR(R) 123 ("*Sin Heak Hin*"): The plaintiffs were companies that were in the business of dealing in automotive batteries, tyres and other motor vehicle accessories. The defendant issued a circular to its dealers stating, *inter alia*, that the batteries imported by the plaintiff were imitation products. The Court awarded general damages of S$100,000. In fixing the quantum, the Court (at [79]) considered that the defendant's plea of justification and the repetition of the defamation amounted to aggravation. There was a finding of malice: see *Sin Heak Hin* at [69].

(c) *DHKW Marketing and another v Nature's Farm Pte Ltd* [1998] 3 SLR(R) 774 ("*DHKW Marketing*"): The defendant published an

advertisement in *The Straits Times* claiming that the defendant alone was selling an original health product. The Court found that the nett effect of the advertisement was that other parties in Singapore, including the plaintiffs, were not selling the original product and were fraudulently using the relevant trade mark to promote their fake product: see *DHKW Marketing* at [16]. The Court ordered damages of S$80,000 in favour of each of the plaintiffs. The Court in *Continental Steel* observed (at [231]) that this appeared to encompass both general and special damages. In fixing the quantum of damages, the Court in *DHKW Marketing* took into consideration (at [41] to [43]) the following: (i) the defamation was very public and calculated to cause maximum damage; (ii) the advertisement was placed in the most widely read newspaper in Singapore and posters of the advertisement were placed at the defendant's retail outlets; (iii) there was evidence from the plaintiffs' witnesses that after the advertisement, they became more cautious about the plaintiffs and/or their products, which was evidence of the effect that the defamation had on the plaintiffs' reputation; (iv) the litigation was unnecessarily prolonged due to the defendants' pleas of justification and qualified privilege which were abandoned at a late stage; and (v) there was malice involved.

(d) *Chen Cheng and another v Central Christian Church and other appeals* [1998] 3 SLR(R) 236: The Court of Appeal ordered two newspapers, *The New Paper* and *Lianhe Wanbao*, to pay the corporate plaintiff (a church) general damages of S$20,000 for defamation. The defamation related to an article in which the church was referred to as a cult. In fixing the quantum, the Court of Appeal noted (at [65]) that there were no aggravating factors and the two publications were similar in substance.

(e) *Cristofori Music Pte Ltd v Robert Piano Co Pte Ltd* [1999] 1 SLR(R) 562 ("*Cristofori Music*"): The defendant published an advertisement on the front page of *The Straits Times*. The Court found (at [27]) that the advertisement was understood to mean that the plaintiff had tried to deceive its customers into buying pianos by falsely representing that the pianos used mainly Japanese parts. The Court awarded damages of S$50,000. The Court in *Continental Steel* observed (at [231]) that this appeared to be an award of general damages. In fixing the quantum, the Court in *Cristofori Music* (at [69]) took into account the following: (i) an unwarranted charge of dishonesty had been made; (ii) no apology or correction was made; (iii) the defendant ran a defence of justification; and (iv) substantial damages were warranted because the plaintiff was one of the largest sellers of pianos.

(f) *TJ System (S) Pte Ltd and others v Ngow Kheong Shen (No 2)* [2003] SGHC 217: The defendant sent an email to 15 persons within Cisco Security Technology Pte Ltd, which was a competitor of the first plaintiff. The trial judge found that the email was defamatory and imputed the possible commission of a criminal offence of bribery by the first plaintiff. The Court awarded general damages of S$25,000 in favour of the first plaintiff (which was a company). In fixing the quantum, the Court took into consideration the following: (i) the defamatory statement was of a limited nature (at [28]); (ii) the statement was made to a restricted number of the defendant's colleagues (at [28]); (iii) there was a failure to apologise (at [34]); (iv) a plea of justification was raised at the trial (at [36]); and (v) the first plaintiff was not a household name and was only well known in industry circles (at [41]).

(g) *Golden Season*: The defendants were found to have defamed the plaintiffs in a Facebook post and emails sent to persons in non-governmental organisations. The Court found (at [43]) that the Facebook post suggested that the defendants had engaged in malpractices. The Court also found (at [72]) that the contents of the emails were defamatory because they strongly suggested that the plaintiffs were guilty of some misconduct. The Court awarded general damages of S$15,000 in favour of the first plaintiff (which was a company): *Golden Season* at [145]. The Court took into consideration the following: (i) the first plaintiff was a 30-year-old company of some repute (at [141]); (ii) the emails were not sent to a large number of persons (at [141]); and (iii) the second defendant had malicious intent in writing the emails (at [142]).

(h) *ATU and others v ATY* [2015] 4 SLR 1159 ("*ATU*"): The first plaintiff was a private, non-profit international school that mainly served the expatriate community in Jakarta. The defendant was a mother of a student at the school. The defendant alleged in a series of emails and WhatsApp messages to parents of students at the first plaintiff that the first plaintiff attempted to cover up purported child abuse that occurred on its premises: see *ATU* at [21(a)]. The Court awarded general damages of S$30,000 in favour of the first plaintiff. In fixing the quantum, the Court considered that the gravity and extent of circulation of the defamatory statements substantially impacted the school's business reputation: see *ATU* at [46]. The Court also noted that the defamation was "of a particularly grave nature" because the defendant was essentially accusing the plaintiffs "of participating in the sexual abuse of young, elementary school children over a period of time": see *ATU* at [33]. As for the extent of publication, the Court considered that the

defendant was liable for the damage that followed by the repetition of her statements in two web articles posted by the *Jakarta Post* and the *Independent*: see *ATU* at [41]. The Court did not take into consideration malice when assessing the general damages award: see *Continental Steel* at [231].

(i) *Continental Steel*: The defendants were found to have defamed the plaintiff in a paper that was sent to three persons. The paper conveyed that the plaintiff was selling a product in contravention of the relevant standards in Singapore: see *Continental Steel* at [86]. In fixing the quantum of damages in favour of the plaintiff (a company) at S$25,000 (at [230]), the Court considered the following: (i) the defendants were responsible for re-publications of the paper: at [174]; (ii) the defendants acted with malice: at [207] to [208]; and (iii) the defamation was of moderate gravity: at [230].

Analysis of the precedents and decision on quantum

72 Amongst the precedents summarised at [71] above, *Wright Norman* is the most relevant in terms of the nature of the party defamed. Both *Wright Norman* and the present case involved major Singapore banks as the claimants.

73 The Claimant submitted that the amount to be awarded in the present case should be significantly higher than the award in *Wright Norman* for various reasons including that *Wright Norman* was decided more than 30 years ago.[71]

74 I did not agree that an uplift should be applied simply on account of *Wright Norman* being a dated precedent. As held in *Foo Diana* at [137], when

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[71] Claimant's Written Submissions at para 82.

assessing damages for defamation, the Court should not apply an uplift to the amounts awarded in older precedents to account for inflation. Scaling up awards in previous cases to account for inflation might lead to damages awards in defamation cases increasing over the years, which the Court of Appeal has stated the courts should guard against: see *Foo Diana* at [137] citing *Tang Liang Hong v Lee Kuan Yew and another and other appeals* [1997] 3 SLR(R) 576 at [158].

75 While *Wright Norman* is a dated precedent, I did not think it should be entirely disregarded when assessing damages in the present case. *Wright Norman* was helpful as a comparison given that it was the only other reported case brought to my attention involving a major Singapore bank. Looking at the substance of what was decided in *Wright Norman*, it would be apparent that the quantum of damages in the present case ought to be substantially higher than that awarded in *Wright Norman* for the following reasons, which are not related to the age of the precedent:

(a) First, the nature of the defamation in *Wright Norman* was significantly less grave than the defamation in the present case. The Court in *Wright Norman* specifically stated (at [69]) that in fixing the quantum, the Court was bearing in mind that the defamatory statement only attacked "the ability of OCBC in maintaining confidentiality in staff recruitment and not in relation to its banking business". The Court in *Wright Norman* further stated (at [69]) that if the defamatory statement had attacked OCBC's *banking* business, the amount the Court would have awarded "would have to be very much more". In the present case, the Words did not attack an internal facet of the Claimant's organisation, such as its human resource policies. The defamation addressed core aspects of the Claimant's *banking* business. The

allegations made included that the Claimant was part of a financial scandal, had threatened its own customer and breached banking secrecy (see [38] above). These matters went to the core of the Claimant's functions as a bank (see [38] above). Thus, in line with the observations of the Court in *Wright Norman* (that a higher award would be warranted if a defamatory statement attacked a bank's banking business), the defamation award here should be significantly higher than the amount ordered in *Wright Norman*.

(b) Second, the extent of publication in the present case was much more extensive than in *Wright Norman*. In *Wright Norman*, the publication was in a "newspaper for the business community": see *Wright Norman* at [69]. In other words, the defamatory words were circulated in a hard copy publication that was targeted at the business community. In the present case, the Words were published over not one but a series of articles on the Website, with links posted on the social media platform known as Facebook. The Words were published over several days. Further, unlike a publication in a hard copy newspaper, the Words continued to be freely available to the general public at least up to the date of Mr Fong's AEIC (see [51] above). These circumstances showed that the extent of publication in the present case was significantly greater than that in *Wright Norman*. Given the greater extent of publication, a higher award of damages was warranted: see *Lim Eng Hock Peter* at [33] (see [47(a)] above).

76 Thus, the general damages awarded here must be significantly higher than the S$50,000 that was awarded in favour of OCBC in *Wright Norman*.

77 The quantum of general damages in the present case should also be higher than the highest amount awarded in the precedents summarised above at [71]. The highest amount awarded in the precedents was the award of S$100,000 in *Sin Heak Hin* (see [71(b)] above). While *Sin Heak Hin* involved a finding of malice (which is absent here), several factors in the present case justified a higher award:

(a) First, the gravity of the defamation in the present case was greater than the defamation in *Sin Heak Hin*. The present case involved allegations of financial scandal, criminal conduct and coercion of a customer, all of which strike at the heart of banking integrity (see [38] above). The allegations in *Sin Heak Hin* (which relate to the use of imitation products – see [71(b)] above), were also serious and struck at the core of the businesses of the plaintiffs in *Sin Heak Hin*. However, on balance, the allegations made in the present case were more severe as they included allegations of criminal conduct. Thus, on balance, the present case involved defamation that was of a higher degree of severity when compared to *Sin Heak Hin*.

(b) Second, the extent of publication in the present case was significantly wider as compared with *Sin Heak Hin*. The publication in *Sin Heak Hin* involved the issuance of a circular to dealers. Thus, the circulation was limited to a closed group of persons. In contrast, the Words in the present case were published on the Website, with links posted to Facebook. The publications were generally viewable by the public. Thus, the extent of the publication in the present case was significantly higher as compared to *Sin Heak Hin*.

(c) Third, the Claimant, being one of Singapore's three main local banks, is an institution with a higher degree of prominence as compared to the plaintiffs in *Sin Heak Hin* which were companies in the business of dealing in automotive batteries, tyres and other motor vehicle accessories.

78 The damages award in the present case should also be higher than the amounts ordered in the other precedents summarised at [71] above. The extent of the publication in the present case (involving several publications on the internet over several days) was greater than that in the other precedents. Further, with the possible exception of *ATU* (which involved serious allegations of covering up of child abuse), the nature and gravity of the defamation in the present case was greater than that in the precedents. The Claimant in the present case, being a major bank, also had a more prominent standing in comparison to the plaintiffs in the precedents.

79 Having considered the authorities and the circumstances, I concluded that an award of S$125,000 was fair and reasonable. In my view, this quantum, being higher than the amount awarded in *Sin Heak Hin*, was fair and reasonable and sufficient to vindicate the injury to the Claimant's reputation. In my view, the uplift of S$25,000 above the amount ordered in *Sin Heak Hin* appropriately reflected the more serious nature of the defamation in the present case, which attacked core aspects of the Claimant's banking business and reputation with specific and detailed allegations, the much greater extent of publication, and the Claimant's standing as a major bank, while also recognising that malice had not been proven in the present case. The award of S$125,000 also represented a very substantial uplift of the amount awarded in *Wright Norman*, the only other case involving a corporate claimant of equivalent standing. The substantial uplift is warranted for the reasons I have explained earlier (see [75] above).

Costs

80 Since I awarded damages in the amount of S$125,000, which is an amount that is within the "District Court limit", as defined in s 2 of the State Courts Act 1970 ("SCA"), the general rule is that the Claimant was only entitled to the costs that it would have been entitled to if the action had been brought in the District Court: see s 39(1)(*a*) of the SCA. As an exception, costs on the scale of the General Division of the High Court ("GDHC") may be ordered if there was "sufficient reason" for bringing the action in the GDHC: see s 39(4)(*a*) of the SCA.

81 In the present case, the Claimant's counsel informed me that the proceedings were commenced in the GDHC to assist with future efforts in enforcing any judgment in Taiwan. However, this was not a sufficient reason for costs to be fixed on the GDHC scale. In *Cheong Ghim Fah and another v Murugian s/o Rangasamy* [2003] 1 SLR(R) 341, the Court held (at [16]) that if proceedings that should have been brought in the State Courts are only brought in the GDHC for the purpose of intended enforcement in a foreign jurisdiction, the scale applicable in the subordinate courts (which are now known as the State Courts) should apply. This is because such matters are only heard in the GDHC "to facilitate enforcement and an additional layer of costs should not be added".

82 Applying this principle, the costs in the present case should be ordered on the District Court scale. The Claimant's counsel accepted this in the course of his submissions on costs.

83 In terms of quantum, I dealt with the costs separately from disbursements.

84 The costs leading up to the entry of the Interlocutory Judgment were subject to fixed costs pursuant to O 21 r 10 of the Rules of Court 2021, read with Appendix 1 to O 21. Appendix 1 to O 21 of the Rules of Court 2021 fixes the costs for cases in which the claimant obtains final judgment in default of a notice of intention to contest or not contest or in default of defence at S$1,800, excluding disbursements, for matters in the District Court (see para 2(b) of Appendix 1 to O 21, read with para 1(b)). While the Claimant's counsel submitted that this should be the amount ordered in respect of each Defendant, I did not think that double the amount stated in Appendix 1 should be ordered on account of there being two defendants. Paragraph 2 of Appendix 1 to O 21 does not state that the figures stated therein are to be awarded for each defendant. In any event, the same causes of action and reliefs were pursued against both Defendants.

85 The Claimant also sought costs for service out of jurisdiction on the Defendants in the amount of S$700 as allowed under para 3(3) of Appendix 1 to O 21. The Claimant was entitled to those costs since service out of jurisdiction was required, and obtained. I awarded a single sum of $700 (and not $700 for each Defendant). Paragraph 3(3) of Appendix 1 to O 21 does not state that the costs in respect of service out of Singapore are to be awarded for each Defendant in a case. This is unlike para 3(1) of Appendix 1 to O 21, where it is expressly stated that costs may be awarded for each Defendant.

86 Turning to the costs after the Interlocutory Judgment was entered, Appendix H of the State Courts Practice Directions contains guidelines for the costs of the assessment of damages phase of a matter heard in the State Courts. The ranges for the various stages of work for an assessment of damages matter involving a tort claim are as follows (see Part III.A.(ii) of Appendix H):

(a) Pre-assessment of damages: S$7,000 to S$20,000;

(b) Assessment of damages: daily tariff of S$2,500 to S$6,000, with each half-day of a hearing generally attracting 50% of the daily tariff (see footnote 11 of Appendix H); and

(c) Post-assessment of damages: up to S$6,000.

87 The Claimant sought costs for the pre-assessment stage fixed at S$10,000 and costs for the assessment of damages hearing stage fixed at S$10,000, with no costs for post-assessment of damages work.

88 I awarded costs for the various stages of the assessment of damages proceedings as follows:

(a) Pre-assessment of damages work: I ordered that the costs for the pre-assessment of damages stage be fixed at S$10,000 as submitted. The amount sought was reasonable having regard to the work done, which included the drafting of a summons for directions, attendance at the hearing of the summons, the drafting of an AEIC, the drafting of written submissions, and the preparation of the bundles for the assessment hearing. I also included under this head the work that was done at the hearing on 8 December 2025. That hearing dealt with the issues that the First Defendant had raised in correspondence regarding service. The assessment of damages did not proceed at that hearing. Thus, the work done at that hearing should fall under the heading of pre-assessment of damages work.

(b) Assessment of damages hearing: The actual assessment of damages hearing on 15 January 2026 was fixed for a half-day hearing

and lasted for approximately an hour. Given the duration of the assessment hearing, and the fact that this was not a complex assessment (which involved one factual witness), I thought an award of S$2,000 was appropriate.

(c) Post-assessment of damages work: I thought that the work done in responding to the First Defendant's further letters on 24 and 26 February 2026, as well as the work done at the hearing for the delivery of judgment and arguments on costs should fall under the heading of post-assessment of damages work. Given the amount of work done and the duration of the hearing, I decided to fix the costs for this head at S$2,000.

89 As for disbursements, the Claimant only sought the actual filing fees incurred. The Claimant produced a printout from eLitigation showing the actual filing fees incurred, which came to S$7,471.80. Taking a broad-brush approach, the Claimant offered to apply a substantial 80% discount to that amount since costs were being fixed at the District Court scale. Thus, the disbursements claim comes to S$1,494.36. In my view, this was a reasonable amount, and I accordingly fixed the disbursements at S$1,494.36.

Conclusion

90 For the reasons set out above, I assessed the damages payable by the Defendants, on a joint and several basis, as S$125,000. I also ordered the Defendants to pay the Claimant costs fixed at S$16,500, plus disbursements fixed at S$1,494.36, on a joint and several basis.

Vikram Rajaram
Assistant Registrar

Ng Yeow Khoon, Sherman Ho and Leong Kit Weng (Shook Lin & Bok LLP) for the claimant;
Defendants absent and unrepresented