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DISTRICT JUDGE
JAMES LEONG
29 AUGUST 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 226

District Court Suit No 342 of 2021

Between

Ng Boon Ping (Huang
Wenbin)

... Plaintiff

And

Low Mun Wah Mervin

... Defendant

JUDGMENT

[TORT — Defamation — Whether statements defamatory]

[TORT—Defamation—Whether defences apply if defamatory]

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Ng Boon Ping (Huang Wenbin)

v

Low Mun Wah Mervin

[2025] SGDC 226

District Court Suit No 342 of 2021

District Judge James Leong

2, 3 September, 9, 10 December 2024, 19 May 2025

29 August 2025

Judgment reserved.

District Judge James Leong:

Introduction

1 The claim of the plaintiff is for defamation arising out of seven Facebook posts made by the defendant between 30 April 2020 and 28 October 2020. I heard the bifurcated trial on liability in two tranches over four days at the conclusion of which parties filed written submissions. Two witnesses (including the plaintiff) testified for the plaintiff and three witnesses (including the defendant) testified for the defendant.

2 The claim was a hotly disputed one with very little common ground between parties as one would expect from an action of this nature emanating from a fall out between former friends and informal business partners. This is evident from the Statement of Agreed Issues and Disputed Facts dated 30 Aug 2024 where the parties identified seven issues of which there was only partial

consensus on one i.e. that the statements in question were published or communicated to a third party on Facebook with parties disagreeing as to whether they were published on any other social media. The notices of objections filed by both sides to the Affidavits of Evidence in Chief (“AEIC”) of the other side is another indicator of the extent of the dispute. I will return to these points later in the judgment.

3 Having considered the totality of the court documents, the evidence, the closing submissions of the defendant (“DCS”) dated 18 February 2025, and the closing submissions of the plaintiff (“PCS”) dated 1 April 2025, I now set out my judgment.

The parties

4 The plaintiff is and was the owner of the “Profish” brand of kayaks which were rebranded to “Yak2Go” and director of SH Global Pte Ltd, whose primary business is in the wholesale trade. The defendant is and was a prominent and active member of the local and international kayak and kayak fishing community who has participated in international kayaking competitions.

Background to the dispute

5 As outlined in the defendant’s opening statement (“DOS”) dated 29 August 2024 the plaintiff and the defendant entered a partnership to import kayaks manufactured by a company in China (“Manufacturer”) and to sell them under the then new “Profish” brand that they coined. The partnership was an informal one with distinct responsibilities for each of them. These are summarised by the defendant as follows:

- (a) the plaintiff and the defendant would, together, be a distributor in Singapore for the Manufacturer’s kayaks and sell them under the Profish brand;
- (b) the plaintiff and defendant would share the costs and profits of the business on a 50-50 ratio;
- (c) the plaintiff would be responsible for logistics, shipping and delivery of the Profish kayaks; and
- (d) the defendant would be responsible for marketing the Profish kayaks and designing the brand logo.¹

6 Unfortunately, due to circumstances that are disputed, the partnership came to an end on 29 April 2020. To date, there has yet to be any consensus on the terms of the cessation of the partnership. On 30 April 2020, after being informed by the Manufacturer that they would not work with him, the defendant uploaded the first of the seven posts that are the subject matter of the action.²

The parties’ cases

7 The plaintiff’s case in essence is that as the sole proprietor of Yak2Go, he has suffered reputational and financial damage due to the false and defamatory Facebook posts; the defamatory statements include allegations of dishonest business practices which have no factual basis; the posts were widely shared leading to serious consequences including loss of business opportunities

¹ Defendant’s Opening Statement (“DOS”), 29 August 2024, [8]

² DOS, [10]-[12]

and distress.³ The defendant's defences of truth, justification and fair comment are unsustainable, and the defendant acted with malice.⁴

8 The defendant's position is that based on the pleadings, the fourth post of the defendant has not been alleged to be defamatory. As for the remaining six posts, they are not defamatory of the plaintiff, whether in their natural or ordinary meaning or by innuendo. Some of them do not even refer to the plaintiff. Further, the defendant also relied on the defence of justification and fair comment.⁵

Applicable Legal Principles

9 The law on defamation is well established. The general principles are succinctly summarised by Justice S Mohan in *Foo Diana v Woo Mui Chan* [2023] SGHC 221 at [14]–[17] as follows:

14 To succeed in an action for defamation, the plaintiff must establish a *prima facie* case that (a) the statement is defamatory in nature; (b) the defamatory statement refers to the plaintiff; and (c) the statement is published: *Lee Hsien Loong v Review Publishing Co Ltd and another and another suit* [2009] 1 SLR(R) 177 ("*Review Publishing (HC)*") at [23].

15 Words can be defamatory in their natural and ordinary meaning, which includes any meaning capable of being inferred from the offending words standing on their own in addition to their literal meaning: *Review Publishing Co Ltd and another v Lee Hsien Loong and another appeal* [2010] 1 SLR 52 ("*Review Publishing (CA)*") at [26]. A statement is defamatory in nature if it tends to: (a) lower the plaintiff in the estimation of right-thinking members of society generally; (b) cause the plaintiff to be shunned or avoided; or (c) expose the plaintiff to hatred, contempt or ridicule: *Review Publishing (HC)* at [47].

³ Plaintiff's Closing Submissions ("PCS"), 1 April 2025, [3]–[5]

⁴ PCS, [6]

⁵ Defendant's Closing Submissions ("DCS"), 18 February 2025, [4]–[5]

16 A statement is published if it is communicated to at least one person other than the plaintiff who would reasonably understand the statement to be defamatory of the plaintiff: *Lim Eng Hock Peter v Lin Jian Wei and another* [2009] 2 SLR(R) 1004 (“*Peter Lim*”) at [83]; Gary Chan Kok Yew, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) (“*The Law of Torts in Singapore*”) at p 526.

17 To defeat the *prima facie* cause of action in defamation, the burden lies on the defendant to raise a recognised defence, such as justification, fair comment, or qualified privilege: *The Law of Torts in Singapore* at p 539.

Preliminary Matters

Objections to the AEICs

10 As mentioned at [2] above, both sides objected to the AEICs of the other side. The plaintiff objected to the AEICs of all three witnesses for the defendant while the defendant objected to the AEIC of the plaintiff. This necessitated the filing of extensive responses by both sides to the objections to the AEICs⁶, which parties eventually agreed to leave to closing submissions.⁷

11 The submissions of the defendant in this regard are found in the DCS at Part B on Evidence while the plaintiff, presumably content to rely on their initial objections, do not appear to have touched on this area in the PCS. Having considered the respective responses to the objections and the DCS, I am in broad agreement with the submissions of the defendant that the purpose of evidence is to provide factual support for a claim or argument to allow the decision maker

⁶ Plaintiff’s Response to Notice of Objections to AEIC of Ng Boon Pong (Huang Wenbin), 30 August 2024; Defendant’s Response to Notice of Objections to AEIC of Low Mun Wah Mervin, 30 August 2024; Defendant’s Response to Notice of Objections to AEIC of Mohd Herman Bin Mohd Arsek, 30 August 2024; and Defendant’s Response to Notice of Objections to AEIC of Phang Hup Huat, 30 August 2025

⁷ Notes of Evidence (“NE”), 10 December 2024, 68/6-10

to reach a conclusion and relevance is key.⁸ In this regard, the guidance from the Court of Appeal in *SIC College of Business and Technology Pte Ltd v Yeo Poh Siah and others* [2016] 2 SLR 118 at [41] that “... it is usually prudent and just to err in favour of admission rather than exclusion.” is instructive.

12 While mindful that the rules of evidence apply and I must not rely on any evidence that is inadmissible such as hearsay, I am of the view that the objections of both the plaintiff and the defendant to the AEICs of the other party are without substantive merit. Furthermore, given that the witnesses have given their evidence, there is no useful purpose for me to rule on every objection. In this regard, it would suffice for me to bear in mind the need to ensure that my subsequent findings are not premised on inadmissible or otherwise objectionable evidence.

Publication

13 As mentioned at [2] above, whether the seven defamatory posts have been published beyond Facebook is a matter of contention. In the DCS, defendant submitted at part C.1 that there is no evidence that the posts were published on other parts of the Internet aside from Facebook. This does not appear to be addressed in the PCS. However, given that the trial is a bifurcated one on liability, nothing turns on this and whether the posts were published elsewhere can be dealt with at assessment if liability is found. What is important for present purposes is that publication on Facebook is not disputed.

⁸ DCS, [15]

Distinction between individual and business

14 At part C2 of DCS, the defendant submitted that Yak2Go and the plaintiff are not one and the same. The plaintiff is an individual while Yak2Go is a business entity and the reputation of the individual is distinct from the reputation of the business. The defendant further contends that an individual cannot equate himself with a business/corporate entity, citing the High Court decision of *Qingdao Bohai Construction Group Co, Ltd and others v Goh Teck Beng and another* [2016] 4 SLR 977 at [50] for the proposition that while a corporate entity can be injured in its pocket as a result of having its business reputation damaged, it must first prove its reputation, unlike for individuals. With respect, I do not see how this supports the submission of the defendant given that the plaintiff is an individual and Yak2Go, being a partnership, is not a separate legal or corporate entity. In any event, the claim is also not one started by Profish or SH Global Pte Ltd. In essence, while I appreciate that the plaintiff and Yak2Go are not one and the same, statements defamatory of Yak2Go would invariably affect the reputation of the plaintiff given the close association.

Closing Submissions of Parties

15 After hearing the evidence of the five witnesses, directions were made for the sequential exchange of closing submissions. Sequential rather than concurrent exchange of submissions was ordered so that the submissions of the parties would engage on the issues in dispute. The defendant duly filed a comprehensive 128-page DCS with detailed submissions regarding each of the seven posts. The plaintiff then filed a relatively succinct 14-page submission in response that touched generally on their case without engaging the detailed submissions found in the DCS. Both parties thereafter elected not to file a final round of submissions as permitted by my directions. While it would have been preferable for the submissions of the parties to engage on the key issues in

dispute, and for the PCS to have been more detailed to respond to the DCS, nothing turns on this given that it is my role as the trial judge to determine the case on the merits in accordance with the law. A role which I now turn to discharge by outlining the issues and examining each of the seven posts separately.

Issues to be determined

16 The broad issues for determination are as follows:

- (1) Are each of the seven posts defamatory of the plaintiff in their natural and ordinary meaning and/or by innuendo?
- (2) If yes, do any of the defences apply?

The First Post and Revised First Post

17 Based on the Statement of Claim (Amendment No 1) ("SOCA1") dated 2 September 2024, the First Post and Revised First Post, with the alleged (a) defamatory words in bold, (b) natural and ordinary meaning, and (c) meaning by way of innuendo are as follows:

First & Revised Post	
First Post	Natural and ordinary meaning
9. The said First Post contained, particularly the following words which are in bold and reproduced below ("the Words"), that are defamatory of the Plaintiff. <i>I am sorry to announce that I am no longer associated to the ProFish brand that I created for a Chinese kayak and will stop providing and supporting the</i>	13. In their natural and ordinary meaning, the Words meant and/or were understood to mean: a. That the Plaintiff had a "<i>hidden agenda</i>" and that by virtue of this, he was a disingenuous friend and untrustworthy business partner. b. That the Plaintiff is an unscrupulous business who will

<i>products due to a fall out between partners.</i> <i>All customers can contact my ex-partner Watson Ng — who is a partner, which I offered and accepted out of friendship. His responsibility was to contact and liaise with the Chinese factory while I am the brand developer and marketing person, limited to the 2 models. Our agreement is an informal one and I have only agreed to work with him on the existing 2 models.</i> <i>He is also sleeping partners for some of the fishing products/fishing related websites and personality in the market hence I have my reasons to doubt his hidden agenda.</i> <i>Unfortunately, since he was the contact with the factory, he had written to cut me off from working with them. Congrats and good luck with your journey without me.</i> <i>For those who are keen on the modular kayak that I posted yesterday, can contact Jailbird Ivan Goh as the kayaks come from the same Chinese factory or Boatyard.my if you are in Malaysia.</i> [emphasis in original]	seek to achieve profits at the expense of others; and c. An unworthy friend, business partner and/or acquaintance. [emphasis in original]
Revised First Post	Innuendo meaning 19. Further and/or alternatively, by way of innuendo, the Words in the First Post and the Revised Post meant and/or were understood to mean: a. That the Plaintiff's kayaks bearing the brand, Yak2go, having been made in China, are of inferior quality, unreliable and undeserving of the Defendant's endorsement; b. That no buyer can reasonably expect to have any fair dealings with the Plaintiff given the Plaintiff's purported poor business ethics; and c. That the unilateral withdrawal from the Partnership deprives both existing and prospective customers of the Plaintiff's kayaks, of the Defendant's personal guarantee of its quality because of the

11. The said Revised Post contained, particularly the following words which are in bold and reproduced below ("the Words"), defamatory of the Plaintiff. <i>I am sorry to announce that I am no longer associated to the ProFish brand that I created for a Chinese kayak and will stop providing and supporting the products due to a fall out between partners.</i> <i>All customers can contact my ex-partner - Watson Ng - His responsibility was to contact and liaise with the Chinese factory while I am the brand developer and marketing person, limited to the 2 models. Our agreement is an informal one and I have only agreed to work with him on the existing 2 models.</i> <i>I have my reasons to doubt the long-term prospects for partnership.</i> <i>Unfortunately, he was the contact with the factory and had written to cut me off from working with them.</i> <i>Congrats and good luck with your journey without me.</i> [emphasis in original]	Defendant's disdain for the Plaintiff. Particulars (i) The Defendant has, in his capacity as a prominent member of the Kayaking community, made a personal declaration that he has not personally tested or viewed the Plaintiff's Chinese kayaks due to Covid-19 to his followers on Facebook by way of his post on 29 April 2020 at 8.06 pm, which sets the tone for the newfound scepticism of the Plaintiff's kayaks, on the part of the Defendant. (ii) The Defendant has, at the outset, having lowered the Plaintiff in the estimation of the public and having disassociated himself from the Plaintiff, went on to cause deliberate injury by smearing the quality of the Plaintiff's Chinese kayaks which had been procured through the said Business Agreement by the Plaintiff and the Defendant. The Defendant then withdrew his validation of the Plaintiff's Chinese kayaks by way of his personal declaration made in his First Post and Revised Post, having initially endorsed the quality of the said Plaintiff's Chinese kayaks in his post on 11 March 2020 at 9.00 pm. [emphasis in original]
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18 All things considered, I disagree with the plaintiff that the natural and ordinary meaning of the offending words is as pleaded by them. In this regard, I agree with the DCS at [46] that the First Post and Revised First Post essentially describe a breakup between business partners and the consequential arrangements. There is nothing sinister mentioned about the plaintiff's character or reputation. The strongest words in the First Post regarding doubting the plaintiff's "hidden agenda" were revised to doubting the "long-term prospects for the partnership", which is innocuous. The original reference to "hidden agenda" while not flattering is also not defamatory.

19 I also disagree with the plaintiff that the words in the First Post and Revised First Post are defamatory of him by innuendo as pleaded. In my view, there is no basis to link the posts to the quality of Yak2Go kayaks that are undeserving of the defendant's endorsement or any suggestion of poor business ethics. The withdrawal of the defendant's validation of the plaintiff's kayaks also adds nothing to the plaintiff's claim. Accordingly, while I do not agree fully with all the reasons put forth by the defendant at [55] – [70] of the DCS, I am in broad agreement with the conclusions that the innuendos alleged by the plaintiff are far-fetched and contrived.

20 Having regard to my finding that the First Post and Revised First Post are not defamatory in their natural and ordinary meaning and/or by innuendo, there is no need to consider if any of the defences would apply. I would only observe that neither party appears to have made any attempt to secure the testimony of Ms Andy Hua, the representative of the Manufacturer whose evidence would be relevant to the defence of justification.

The Second Post

21 Based on the SOCA1, the Second Post, with the alleged (a) defamatory words in bold, (b) natural and ordinary meaning, and (c) meaning by way of innuendo are as follows:

Second Post	Natural and ordinary meaning
21. The said Second Post contained, particularly the following words which are in bold and reproduced below ("the Words") defamatory of the Plaintiff and garnered 167 reactions on the Defendant's Facebook Wall:- <i>It is only 1-2 years ago, the entry price for a leg pedal kayak was at least SGD\$3500, now we have offerings of below SGD\$2000 and if one is brave enough to order direct from reputable Alibaba sellers, the price goes even lower. If you are in Singapore or Malaysia...sign up and register an EzBuy China address and ship over for fees of less than \$200 per kayak! You can organise group buys with your friends.</i> <i>I expect prices to go even lower as wholesale prices have fallen below</i>	22. In their natural and ordinary meaning, the Words in the Second Post meant and/or were understood to mean: a. That the Defendant is encouraging his "friends" and "followers" to purchase kayaks from Chinese manufacturers directly in bulk on the premise that it would save costs for these buyers as they would save on shipping fees; b. That the Defendant should have the full confidence of the public in his opinion because according to him, his views are now independent given that he is no longer bound by "<i>commercial interests</i>" and will not be in a position of conflict; and c. That the Plaintiff is grossly overcharging for his Chinese made kayaks given that the Defendant has purportedly found out that Chinese made kayaks can be purchased for less than \$200 per kayak on EzBuy China when read in conjunction with

<i>USD \$500 as more Chinese manufacturers improves on their products.</i> <i>To date, none has achieved the same quality and durability as the Hobie Mirage Drive or Native Propel and definitely not to the service level offered by the USA manufacturers.</i> <i>I am fortunate to be able to access yet another Chinese made pedal kayak as individuals continues (sic) to reach out to me.</i> <i>With no commercial interests left on my shoulder, I shall re-define myself and offers independent reviews for the benefit of the global communities.</i> [emphasis in original]	this First and Revised Posts, which is read by the same faithful following which the Defendant has in the kayaking community. 24. In their natural and ordinary meaning, the Words in the Comments to the Second Post meant and/or were understood to mean: a. That Chinese kayaks are generally of inferior quality and not worth purchasing, and this being a thread initiated by the Defendant, one would be inclined, should he or she be persuaded by the Defendant, to associate the Plaintiff's Chinese kayaks with kayaks of inferior quality; b. That the Defendant is of honourable character who would rather forego profits and sell a non - Chinese kayak or one which he endorses, to which he is stating that the Plaintiff is an unethical businessman who would sell a bad kayak made in China for monetary gain, at the expense of the unwary consumers; and c. That the Defendant's endorsement is a yardstick for a quality kayak, without which, it would mean that it is a bad kayak leading one to draw an adverse inference in relation to the Plaintiff's kayaks.
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	[emphasis in original]
	Innuendo meaning
23. By reason of the defamatory Words, the Defendant has caused the Plaintiff to be shunned or avoided by the right thinking members of society, namely, members of the public include including individuals who are part of and/or associated with the Kayaking Community. These individuals had commented on the Defendant's Second Post, excerpts of which are reproduced below (collectively referred to as "Comments to the Second Post"). a. In response to the Second Post, one Facebook "friend" bearing the account name "Daniel Tan" made the following comment: <i>"Are u talking (sic) the same Hobie quality here.? And cheaper because of less marketing/sales /business overhead? Or cheaper because of lesser quality..."</i> i. The Defendant responded to the said Daniel Tan and made the following	25. Further and/or alternatively, by way of innuendo, the Words meant and/or were understood to mean: a. The Defendant's express withdrawal of his endorsement of the Plaintiff's kayaks would mean that the Plaintiff's kayaks are of such bad quality that it should not be considered for purchase at all. [emphasis in original]

comment: <i>"The Chinese manufacturers have not reached the manufacturing innovation or quality control that equates the established brands like Hobie. In terms of quality... it's definitely lesser as they don 't use quality material that I can observe close up with my naked eyes."</i> b. In response to the Second Post, one Facebook "friend" bearing the account name "Ed Rowan Lee" made the following comment: <i>"That's the difference when you order from a company that actually takes pride in their products vs another company that does it just for numbers sake. (l Thumbs Up)"</i> c. In response to the Second Post, one Facebook "friend" bearing the account name "Aaron Jonathan Atkey" made the following comment: <i>"I want one, but how 10 (sic) get it all the way over here..... Maybe you bring 2 and we fish for 2 weeks and do business."</i> i. The Defendant responded to the said Facebook "friend" and made the following comment: <i>"One of the reason (sic) why I never follow up on international enquiries with details is that I am not confident with the Chinese product to stamp my name ad truly endorse it. Don 't</i>	
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<i>want to seek sub-standard product that I have no control over the manufacturing process and should there be any product issues that may arise, I am in no position to rectify it at the production level. I like to thank all for their show of support and interests earlier but the product is not ready for the international mass market. I don't want to profit from something I have no full confidence in especially since the identical product can be sourced easily online. There is no product difference."</i>	
ii. Further to the above, the Defendant responded to the said Aaron Jonathan Atkey and made the following comment: <i>"If one day, you see a Kayak with a stamp HOOKED on it as a brand, you can trust that it meets my requirements and confidence to market on a global platform."</i>	
d. In response to the Second Post, one Facebook "friend" bearing the account name "Morris Palmer" made the following comment: <i>"If they want a seal of excellence, they just need to send us a couple to test at Los</i>	

Buzos... if they can survive 3 months here they will last most folks a lifetime #provingground (2 Thumbs Up)"

- i. The Defendant responded to the said Facebook "friend", Morris Palmer, and made the following comment: *"Totally agree and I doubt any of the current Chinese drives can withstand the abuses at Los Buzos, for 3 months. Hence, when you enquire in private a few months ago... I gave you my honest feedback and refrained from "selling". I will let you know when there is a product that I have confidence in, meets expectations and priced fairly."*

[emphasis in original]

22 All things considered, I am in broad agreement with the submissions of the defendant that there is no cause of action in the Second Post and the Comments thereto. As noted by the defendant, the post does not mention the plaintiff or even Profish. To assert that any reference to kayaks that are made or imported from China refers to the plaintiff is simply a stretch too far. To this end, I agree with the DCS at [105] that this is a general post about kayaks that is targeted at no one in particular. The post and comments are not defamatory of the plaintiff in their plain and ordinary meaning.

23 As submitted by the defendant at [139] of the DCS, they are also not defamatory by innuendo as the plaintiff has not pleaded any particulars to support the innuendo as required by case law and Order 78 Rule 3 (1) of the Singapore Rules of Court 2014.

24 Having regard to my finding that the Second Post and Comments are not defamatory in their natural and ordinary meaning and/or by innuendo, there is no need to consider if any of the defences would apply.

The Third Post

25 Based on the SOCA1, the Third Post, with the alleged (a) defamatory words in bold, (b) natural and ordinary meaning, and (c) meaning by way of innuendo are as follows:

Third Post	Natural and ordinary meaning
28. The Third Post contained, particularly the following words which are in bold and reproduced below ("the Words") defamatory of the Plaintiff:- <i>A promise is a promise. James was the first person to place a deposit into my bank account when he found out that I was launching a new kayak brand. Unfortunately, or maybe fortunately, he didn't manage to collect his kayak before the lockdown and it was stuck at the warehouse. During the Circuit Breaker, a sequence of events made be doubted (sic) my partners intent and integrity. I suspected that</i>	29. In their natural and Ordinary meaning, the Words in the Third Post meant and/or were understood to mean: a. That the intent and integrity of the Plaintiff was questionable; b. That there was reasonable suspicion that the Plaintiff was ill-intentioned and had his own personal agenda in relation to the business endeavour; c. That the Plaintiff is a self-seented <u>self-centred</u> opportunist who disregards the collective interests of the partnership; and d. That the Plaintiff is undeserving of the Defendant's acquaintance and that the Plaintiff is untrustworthy. [emphasis in original]

<i>he was NOT acting in the best interests of our partnership.</i> <i>I decided to walk out.</i> <i>I trusted my gut feel more than his act of innocence and recent events have proven that I have made the right decision.</i> <i>In late April, I made an announcement on Facebook to inform everyone of my departure from that partnership</i> <i>Disappointed, James decided to cancel his order and asked if he could get a refund. I refunded without hesitation.</i> <i>All these years, I have never viewed retailing of kayaks as a real business due to the limited market size. It was always about serving the community and sharing my passion. Hence, money and profit is the last thing on my mind. It's the community interests that comes first, customers — second . . . and business ... probably came last.</i> <i>Protecting the interests of the community has always been my priority. Hence, I probably lose the support of Hobie and their appointed distributor (Blueseas Marine) — I was reluctant to order accessories that 's readily available in Asia and it 's cheaper too. I was also reluctant to order products that already have an established local distributor. For example: Lowrance fish finders —I believe we don 't need to eat into other people 's rice bowl for</i>	Innuendo meaning 30. Further and/or alternatively, by way of innuendo, the Words in the Third Post meant and/or were understood to mean: a. That the Plaintiff is dishonest in his dealings in his capacity as a business partner; b. That the Plaintiff is an unethical mercenary who is only concerned about the profit margin and would have no qualms selling a bad kayak; and c. That the Plaintiff is fixated on the maximisation of profits at the expense of community interests and his customers. [emphasis in original]
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<i>survival as they are serving the community well. We focus on our core expertise or products and be friends supporting the industry instead of being enemies or pretended friends. Yes, there is money to be made. A few dollars here and there, all adds up. Hence, I was actually disappointed when Alton took over the dealership as neither him nor a representative from #Hobie have the courtesy to inform me or call me. I had to find out in social media and through demonstration of reluctances and delays in processing my purchase order by BlueSeas Marine (Thailand). Guess, it was just business as usual.</i> <i>Every action a person or business has an intent, and time will always reveal the truth. My intent is clear . . . I kept my promise.</i> <i>PS: I am glad that I have never brought Watson Ng to any of my sweet spots. I am a believer that trust needs to be gained, and it is fragile. Good riddance.</i> [emphasis in original]	
32. Pursuant to the Third Post, the Defendant's identity was confirmed as being the former partner of the Plaintiff as the kayaking community would have known "Watson Ng" to be. This is clear from an excerpt of the comments reproduced below:	

a. The comment made by one Shannon Lim reads as follows ("Comment to the Third Post"): <i>"Need context, is Watson your former partner?"</i> b. The Plaintiff Defendant responded to the said Facebook "friend", Shannon Lim, and replied: <i>"That's a story that's worth a headline post on its own"</i> and further went on to state, <i>"Bottomline...he was."</i> [emphasis in original]	
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26 All things considered, I am of the view that this post is defamatory of the plaintiff in its plain and ordinary meaning. While the bulk of words in this post do not concern the plaintiff directly as submitted in the DCS at [147], they contribute to the overall narrative. The title of the post that a promise is a promise when juxtaposed against the content and references to the plaintiff clearly suggests that in contrast to the defendant who keeps his promises, the plaintiff does not and is untrustworthy.

27 With respect, while calling someone a "self-centred opportunist" may not be disparaging, references to questionable "intent" and "integrity" are. The reference to making the right decision about trusting gut feel over the plaintiff's act of innocence is also defamatory when read in context. That said, the last parts of the post about time revealing the truth, the defendant being glad not to have shared his sweet fishing spots and trust being fragile that the plaintiff has placed in bold are innocuous and not defamatory. In short, I am of the view that

parts of the post are defamatory of the plaintiff within the meaning of [29] (a), (b) and (d) of SOCA1.

28 As for whether the post is defamatory by innuendo, I agree with the submissions of the defendant at [156] to [158] of the DCS that the special facts for the innuendo must be particularised and pleaded. As this has not been done, like the Second Post at [23] above, the case based on innuendo fails.

29 Having established that the post is defamatory, I turn to consider the defences of justification and fair comment raised by the defendant at [160] to [187] of the DCS. The defendant contends that the sting of the post that the plaintiff lacks integrity is true based on the events surrounding the break-up of the partnership as the plaintiff was not honouring pre-existing commitments. In my view, the circumstances surrounding the break-up are not as clear as the defendant would like to portray. To this end, I do not see the insistence of the plaintiff in not separating the dispute over payments between the parties and honouring purchase orders from customers as unreasonable. The partnership ended abruptly in less-than-optimal circumstances with both sides having different views about the responsibility for the fall out. On balance, I am not satisfied based on the evidence adduced that the plaintiff acted with questionable intent and integrity. It is pertinent to note in this regard that Mr Alvin, whose evidence would presumably have supported the defence of justification, has not been called as a witness.

30 As for fair comment, I do not agree with the defendant's characterisation at [183] to [184] of the DCS that any ordinary reasonable person would understand the post to be a reflection by the defendant on the importance of trust to him or reflections of a general nature about his dealings with former business partners. While I do not find the comments to be actuated by malice, but more

a misguided notion of honour and sense that he was doing the right thing, the post clearly goes beyond fair comment on a matter of public interest. In any event, as the foundation of facts on which the comments are made have not been established, the defence necessarily fails.

31 Accordingly, I am of the view that parts of this post are defamatory and there are no applicable defences.

The Fourth Post

32 Based on the SOCA1, the Fourth Post is as follows:

Fourth Post	Natural and ordinary meaning
34. The said Fourth Post garnered 40 "reactions" and contained particularly the following words which are in bold and reproduced below (" the Words ") defamatory of the Plaintiff:- <i>"I do buy non-critical tackle stuff from Ali Express or similar website to save a few dollars here and there,</i> <i>I had a similar Meiho waterproof box for over 3 years and I love it. Hence, when I chanced upon a cheaper alternative online, I decided 10 [sic] buy it.. it lasted for only 3 months!!</i> <i>Just like many of Chinese made kayaks that's available... don 't expect the quality and built to be the same as the Hobie kayaks...</i>	Nil
	Innuendo meaning
	Nil

<i>especially the Drive. More are not made to withstand saltwater abuses,</i> <i>Can you tell which is the original Hobie Mirage Drive? Top or Bottom? Some yaks needs (sic) to go. You don't want to be caught in a thunderstorm with an "engine down".</i> <i>Reliability is key for your personal safety.</i> <i>Like the Thai always say "Same same but no same." Caveat emptor.</i> [emphasis in original]	
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33 In the DCS at [188] to [195], the defendant has submitted that there is no case of defamation to be considered as the plaintiff has not pleaded how the post is defamatory. This submission is not responded to in the PCS that was filed after the DCS.

34 All things considered, I agree with the DCS that since the plaintiff has not pleaded how the post is defamatory, there is no case to speak of. I also agree that read in context, there is no mention of the plaintiff or Profish in the post and yaks, which is a short form for kayak, is not a reference to the Yak2Go brand.

The Fifth Post

35 Based on the SOCA1, the Fifth Post, with the alleged (a) defamatory words in bold, (b) natural and ordinary meaning, and (c) meaning by way of innuendo are as follows:

Fifth Post	Natural and ordinary meaning
36. The said Fifth Post garnered 51 "reactions" and contained particularly the following words which are in bold and reproduced below ("the Words") defamatory of the Plaintiff:- <i>"Material and Inferior manufacturing process makes or breaks a user 's experience. My Hobie Mirage Drive chains lasted almost 5 years and they are still going strong... while I am getting reports of broken chains in less than 5 months usage from China-made drive.</i> <i>Yes, some seller may replace them under their informal warranty but is it worth it? Do ask for a warranty card on purchase to prevent disputes especially when purchasing from someone or company that's unknown. Do ensure that the business is registered for a proper agreement. Visit www.bizfile.gov.sg 10 check if the business entity is registered and hence the owner will be responsible for the necessary claims otherwise ... they are likely to be "fly by night"</i> <i>The Lemon Law will only protect consumers against failure of products (within 6months of purchase) for you if you have brought (sic) your kayak from a registered business entity/company but not from</i>	37. In their natural and ordinary' meaning, the Words meant and/or were understood to mean: a. That kayaks with Chinese made engine drives will break down faster than other kayaks which would last for more than 5 years, and reference is made to the Plaintiff's Chinese kayaks bearing the brand "Yak2go"; and b. That the Plaintiff's kayaks are more likely to break down in a more frequent manner than other kayaks.
	Innuendo meaning 38. Further and/or alternatively, by way of innuendo, the Words meant and/or were understood to mean: a. That the Plaintiff is unable to provide the adequate warranty or make any quality assurance for his kayaks; b. That the buyer should pay particular attention when bearing buying a Chinese kayak especially that sold by the Plaintiff; and c. That the Plaintiff may wind up his business anytime and may not be able to provide a reasonable warranty period for his Chinese kayaks, which are likely to be equipped with

<i>individuals from Carosell or Facebook. Ensure that the main distributor is a registered company too. The retailer (such as tackle shops) may not be in a position to honour the warranty)) or be able to address any issues. Don't let (sic) lead into a potential wild goose chase!</i> <i>Some Yaks Needs to Go Back 2 the Workshop More than Others.</i> <i>Consider what will happen when the warranty is over or when an inexperience (sic) and unqualified re-seller decides to quit the business as it is getting too troublesome for the returns?</i> <i>They are same same but no same. Caveat emptor (Buyers Beware). #samesamebutnosame</i> [emphasis in original]	inherently defective engine drives. [emphasis in original]
39. In response to the Fifth Post, one Facebook "friend" bearing the account name "Nizam Rahman" made the following comment: <i>"I've since made up my mind to save up towards a Hobie by your posts about these Chinese made Kayaks... Might take a longer time to save up but should be worth it in the long run."</i> a. The Defendant responded to the said Nizam Rahman and made the following comment: <i>"They will learn and improve over lime (sic) but at this moment, they are just wannabes."</i> [emphasis in original]	

36 All things considered, I agree with the submissions of the defendant that the post is not defamatory of the plaintiff. The post does not refer to the plaintiff, Profish or Yak2Go. The term “Yaks” is also not a reference to Yak2Go and no reasonable person reading the post would come to the conclusions that the plaintiff seeks to attribute to the words in their plain and ordinary meaning or by innuendo.

37 Having established that the post is not defamatory, there is no need for me to consider if any of the defences would apply. I would only add that if parties wanted to argue about the quality of the Chinese made kayaks in general and the Profish kayak in particular versus those made elsewhere, they should have relied on experts and scientific testing as opposed to witnesses of fact sharing personal experiences. The difference in price between the products is another factor that should be considered when discussing quality or the lack thereof. This was alluded to in the answer of DW1 Mr Phang Hup Huat to the questions from counsel for the plaintiff that it would not really be fair to compare kayaks from Hobie and Profish because of the price difference.⁹

The Sixth Post

38 Based on the SOCA1, the Sixth Post, with the alleged (a) defamatory words, (b) natural and ordinary meaning, and (c) meaning by way of innuendo are as follows:

Sixth Post	Natural and ordinary meaning
41. The said Sixth Post contained, inter alia, the	42. In their natural and ordinary meaning, the Words

⁹ NE,3 September 2024, 33/17-34/5

following words ("the Words"): - <i>See the rust on the Made-in-China rudder bracket, after only I month of usage?</i> <i>It's really Yuks to go out sea when you don 't have confidence in your kayak. For your personal safety, always bring your hand paddle with you.</i> [emphasis in original]	meant and/or were understood to mean: a. That using a Chinese made kayak is a recipe for trouble as it has an unreliable engine drive which may result in a consumer being stranded at sea; and b. That the Plaintiff's brand of kayaks is subject to mockery by the public and/to the serious enthusiasts of the kayaking community. [emphasis in original]
	Innuendo meaning
	43. Further and/or alternatively, by way of innuendo, the Words meant and/or were understood to mean: a. The Plaintiff is the Subject matter referred to herein, as the Plaintiff is the owner of the kayak brand Yak2go (formerly "Profish", a brand the Plaintiff created with the Defendant); b. That Yuks to go was a pun on the Plaintiff's brand of Chinese kayaks which are named "Yak2go" and the pun suggests that the Plaintiffs kayaks are 'yucky' (distasteful) and/or a yuk that is, a joke and simply not for serious enthusiasts of the kayaking community; c. That the deliberate play of words on the brand, Yaks2go, refers to the Plaintiffs kayaks; d. That the Plaintiff's kayaks are inherently defective and in a state of disrepair as they are manufactured in China and not worthy of purchase;

	e. The Plaintiff's kayaks are of such inferior quality that it will endanger lives and one would need to bring a hand paddle along as a safety measure; f. The Plaintiff would leave his customers in despair and abandon them in times of need; g. The Plaintiff is guilty of misappropriation because he has passed off his kayaks as being ones of standard quality because of its cosmetic similarities; and h. The Plaintiff is undeserving of the confidence of current and prospective customers. [emphasis in original]
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39 All things considered, I agree with the defendant that this post is not defamatory of the plaintiff. The plaintiff and Profish are not mentioned at all. To construe a reference to a single incidence of early rust in a rudder that is made in China as an attack on the plaintiff and his products is baseless. The innuendo meanings pleaded at [43] of the SOCA1 are farfetched and contrived. In my view, it is inconceivable for any reasonable person to construe it in these ways.

40 Having determined that the post is not defamatory, there is no need for me to consider if any of the defences would apply. I would only add that my observations about the evidence to establish the defences and the need to consider price rather than the country of manufacture at [37] above would similarly apply here.

The Seventh Post

41 Based on the SOCA1, the Seventh Post, with the alleged (a) defamatory words in bold, (b) natural and ordinary meaning, and (c) meaning by way of innuendo are as follows:

Seventh Post	Natural and ordinary meaning
53. The said Ninth FB Post <u>Seventh Post</u> contained, inter alia, the following words ("the Words"): <i>"A shameless and desperate attempt by Yak2Go to dig out a post I made 6 years ago. I am honoured to be recognised as a trusted or reliable source or a responsible community member but please [ah. since we are not in (sic) talking terms, do spend some money and buy some Hobie kayaks, tear it down and do some independent research rather than riding on other effort (sic) to hide the flaws or justify your products.</i> <i>For the record. After 9 years, that was the only case that I have encountered, which I gladly replaced it FOC, for my customer.</i> <i>1.. ONE, SATU, UNO —↑ CASE when compared to numerous reports of Chinese kayaks having the issue, within a few months of introduction.</i>	54. In their natural and ordinary meaning, the Words meant and/or were understood to mean: a. That the Defendant has no present ties with the Plaintiff save for the past; b. That the Defendant and the Plaintiff are presently having a bitter relationship, one which is despised by the Defendant; c. The Plaintiff possesses no credibility whatsoever in discharging any advice and the advice which was given was obtained from the Defendant years ago; d. That the readers of the Plaintiff's post should not trust the Plaintiff because he was not good enough to discharge any advice and had to borrow from the Defendant's past advice with respect to maintenance. [emphasis in original]
	Innuendo meaning

<i>That kayak's bracket may have been a manufacturing defect hence we replaced it FOC for the owner and there were no other reports since. I preferred to err on the safe side and recommended back in 2014, that Hobie kayaks owners should periodically open up the rudder housing system to lubricate them for added protection.</i> <i>We don't need a material Scientist to tell us that one has inferior or superior qualities when the readings are all over the wall and they should stop charging customers \$80 for a replacement bracket during the warranty period by using "wear and tear "or .poor maintenance " as an excuse. It is destined to break again and put the user at risk, unless the Alibaba manufacturers make material changes to it!</i> <i>Here are some pictures that Chinese kayaks owners had (sic) shared with me. I believe there are many, many more unreported cases.</i> <i>Disclaimer: Photos are from different kayak brands though all are made in China. It could be from the same Alibaba factory but sold under different brand names.</i> <i>[emphasis in original]</i>	55. Further and/or alternatively, by way of innuendo, the Words meant and/or were understood to mean: a. That the Plaintiff's kayak brand, Yak2go, is nothing but a sham and not worth buying at all because the Plaintiff is unreliable as a businessman and more importantly, because the kayak is made in China; b. That it is the Defendant and not the Plaintiff who possesses the proper knowledge of kayaks, especially, the sub-standard ones, which include those Chinese kayaks belonging to the Plaintiff. [emphasis in original]
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42 All things considered, while there is reference to Yak2Go, I agree with the defendant that there is nothing defamatory of the plaintiff in this post. As submitted by the defendant, none of the alleged meanings are injurious of the

plaintiff. The strongest terms of being shameless and desperate, while not flattering, are also not defamatory in their natural and ordinary meaning. The pleaded innuendos are also not particularised and far-fetched.

43 Having determined that the post is not defamatory, there is no need for me to consider if any of the defences would apply.

Conclusion

44 In view of all the above, I find that of the Seven Posts pleaded, only the Third Post is defamatory. As the trial is bifurcated, I enter interlocutory judgment for the plaintiff for damages arising from the Third Post to be assessed by me. Interest and costs will be reserved to the assessment.

James Leong
District Judge

Mr Bernard Chung Yee Shen (Y S Chung Law Corporation) for the
plaintiff;
Mr Nicolas Tang Tze Hao and Ms Jolene Gwee Jia-Min (Farallon
Law Corporation) for the defendant;
