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DISTRICT JUDGE SAMUEL WEE CHOONG SIAN

27 JANUARY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 1

Magistrates' Court Originating Claim No 6027 of 2024

Between

Stephen Tan Hock San

... Claimant

And

- (1) Chan Yeok Pheng
- (2) Kelvin Toi Hao Yuan (Tian Haoyuan)

... Defendants

JUDGMENT

Tort — Defamation — Publication

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Stephen Tan Hock San
v
Chan Yeok Pheng and another

[2026] SGMC 1

Magistrates' Court Originating Claim No 6027 of 2024
District Judge Samuel Wee
7 July 2025, 3 and 4 November 2025, 20 January 2026

27 January 2026

Judgment reserved.

District Judge Samuel Wee:

1 This is a claim by Mr Stephen Tan Hock San (“Claimant”) against Mr Chan Yeok Pheng (“First Defendant”) and Mr Kelvin Toi Hao Yuan (“Second Defendant”) for defamation.

(a) The Claimant is the former secretary of the management council (“Council”) of Management Corporation Strata Title Plan No. 1440 (“MCST 1440”) for Sim Lim Square (“Development”).¹

(b) The First Defendant is the former chairman of the Council.²

¹ Affidavit of evidence-in-chief (“AEIC”) of Stephen Tan Hock San (“CMAEIC_Tan”)[3]; AEIC of Kelvin Toi Hao Yuan (Tian Haoyuan) (“D2AEIC_To”)[5(a)].

² CMAEIC_Tan_[4]; D2AEIC_To_[5(b)].

(c) The Second Defendant is a director of Avalon Asset Management Pte Ltd, the former managing agent (“MA”) for MCST 1440.³

2 The claim arises from statements made in four documents (collectively “Statements”) circulated in print to some subsidiary proprietors and occupiers of the Development on 20 July 2023:⁴

(a) A Police Report dated 10 July 2023 (“10 Jul Report”) filed by the Second Defendant,⁵ with the following allegedly defamatory portions:

I needed the MCST common seal and went to the cupboard where it was kept locked to retrieve it. However, to my shock, I found it to be missing.

I then asked the site staff on the whereabouts and they did not know who took it ...

The missing common seal is an important asset ... On behalf of MCST 1440, we like to make a report as we deem it to be a serious matter. This is to prevent misuse/abuse of the common seal endorsing transfer of funds/monies or using it to endorse contracts without proper authorisation ...

(b) A Police Report dated 13 July 2023 (“13 Jul Report”) filed by the Second Defendant,⁶ with the following allegedly defamatory portions:

Management council Secretary Stephen Tan and Treasurer Vinod Wadhwa came into the office together

³ CMAEIC_Tan_[7]; D2AEIC_Toi_[6].

⁴ Statement of Claim (“SOC”)_ [5]-[8]; AEIC of Chik Seng Chee (“CMAEIC_Chik”)_ [3]-[6]; AEIC of Vinod Wadhwa (“CMAEIC_Wadhwa”)_ [15]; 1TRANS_PDF114:14-PDF115:25. **[Day of Trial]TRANS_[PDF Page Number]:[Lines in Transcript]*.

⁵ CMAEIC_Tan_59-60.

⁶ CMAEIC_Tan_61-62.

with another 2 subsidiary proprietors Mr Fang and Mr Jimmy ...

They demanded us the MA to leave the office ...

- (c) A Police Report dated 17 July 2023 (“17 Jul Report”) filed by the Second Defendant,⁷ with the following allegedly defamatory portions:

I am making a report against Stephen Tan and Vinod Wadhwa for unlawful and unauthorised breaking and entering into the management office of MCST 1440 ...

Chasing MA Kelvin and his staff out of the office on 13 July 2023 and locking it up are serious offences too ...

Stephen and/or Vinod, on their own accord and without authorisation from the Council, hired a third-party outsider to break the lock to the management office ... No other council members approved this course of action ...

After entering the management office, Stephen ... attempted to improperly remove the MCST's Chairman, Mr Chan, from office ...

This is not the first time that Stephen ... had unilaterally and unlawfully broken into the office. The previous time was when they took the MCST's common seal (for reasons only known to themselves). With this latest incident, and considering the very suspicious circumstances of disconnecting all the CCTVs prior, we are now in the midst of checking if there are any valuable items or important documents/items missing from the MCST's office ...

- (d) A letter dated 19 July 2023 (“19 Jul Letter”) prepared by the “Management” of MCST 1440,⁸ with the following allegedly defamatory portions:

... there has been saga within the Management Council.

⁷ CMAEIC_Tan_63-65.

⁸ CMAEIC_Tan_66.

Some persons had, without due authorisation ... broke the lock of the management office.

... we as the management, had lodged police reports to protect the interests of the MCST ...

3 The First Defendant denies liability on the basis that: (a) he was not involved in publishing or distributing the Statements; (b) there is no admissible evidence that the Statements were received or read by the subsidiary proprietors and occupiers of the Development; and (c) the defence of justification would in any event apply.⁹

4 The Second Defendant likewise denies liability, arguing that: (a) he was not involved in publishing or distributing the Statements;¹⁰ (b) he was not the author of the 19 Jul Letter;¹¹ (c) parts of the Statements were not defamatory as they would not lower the Claimant in the estimation of right-thinking members of society;¹² and (d) the defences of justification, fair comment and qualified privilege would in any event apply.¹³

5 For the alleged defamation to be actionable, the Claimant must prove that the First Defendant and/or Second Defendant were responsible for publishing the Statements (*Qingdao Bohai Construction Group Co, Ltd and others v Goh Teck Beng and another* [2016] 4 SLR 977 (“*Qingdao Bohai*”) at [43] and [46]).

⁹ The First Defendant’s Closing Submissions (“D1ClosingSubs”)[2]; the First Defendant’s Defence (“D1DF”)[4]-[7].

¹⁰ The Second Defendant’s Closing Submissions (“D2ClosingSubs”)[28]; the Second Defendant’s Reply Submissions (“D2ReplySubs”)[4], [19]; the Second Defendant’s Defence (“D2DF”)[5(c)], [13].

¹¹ D2ClosingSubs [27]; D2DF [5(b)].

¹² D2ClosingSubs [29]; D2DF [6].

¹³ D2ClosingSubs [29]; D2DF [7]-[9].

6 The Claimant alleges that both Defendants published the Statements by instructing two unidentified persons (“Two Distributors”) to distribute physical copies to all units in Sim Lim Square.¹⁴ However, the evidence is insufficient to substantiate this allegation for the following reasons.¹⁵

7 First, the Claimant accepts that he has no direct evidence showing that either Defendant distributed the Statements or instructed the Two Distributors to do so.¹⁶ He conceded during trial that he did not personally see anyone distributing the Statements,¹⁷ and has no evidence that either Defendant procured the Two Distributors to distribute the Statements.¹⁸

8 Second, both Defendants remained steadfast in their testimony that they were not involved in publishing the Statements and did not know the Two Distributors.¹⁹ In this regard, the Claimant has not pointed to any evidential basis to discredit their evidence on this point,²⁰ and has merely highlighted memory lapses and inconsistencies in other areas of evidence to argue that the entirety of their evidence should be treated with suspicion (eg. the First Defendant’s inability to remember whether a former employee’s employment was terminated at a Council meeting, and the Second Defendant’s shifting

¹⁴ CMAEIC_Tan_[16].

¹⁵ D1ClosingSubs_[16]; D2ClosingSubs_[93].

¹⁶ The Claimant’s Closing Submissions (“CMClosingSubs”)[16]; D1ClosingSubs_[32]-[33]; the First Defendant’s Reply Submissions (“D1ReplySubs”)[6]; D2ClosingSubs_[91]-[103]; D2ReplySubs_[20].

¹⁷ 1TRANS_PDF15:4-24.

¹⁸ D1ClosingSubs_[32]; 1TRANS_PDF29:3-PDF31:7, PDF32:10-12, PDF40:17-20.

¹⁹ D2ClosingSubs_[98]; AEIC of Chan Yeok Pheng (“D1AEIC_Chan”)[8]; 2TRANS_PDF135:1-9, PDF138:12-22; D2AEIC_Toi_[21]; 3TRANS_PDF34:21-28, PDF41:5-11.

²⁰ CMClosingSubs_[36]-[39]; D2ReplySubs_[31]-[34].

evidence on whether certain events were reported to the Council or directly to the First Defendant).²¹ Further, contrary to the Claimant’s argument, the Second Defendant’s raising of evidence during cross-examination that was not previously set out in his affidavit of evidence-in-chief does not mean that he was “concocting evidence on the stand” or that such oral testimony should be completely disregarded.²²

9 Third, the circumstantial evidence does not adequately link either Defendant to the Two Distributors.²³

(a) With regard to the First Defendant:

(i) It is doubtful that the First Defendant could have arranged for the distribution of the Statements by the Two Distributors on 20 July 2023 when there is no evidence that he even knew of their content at the time. The First Defendant testified that he did not have access to the 10 Jul Report, 13 Jul Report and 17 Jul Report (collectively “Three Police Reports”) before the Statements were circulated on 20 July 2023, and the Claimant could not point to any objective basis to doubt this.²⁴ Further, the Three Police Reports name the Second Defendant as the “Informant”, the First Defendant has categorically denied authoring any of the Statements,²⁵ and the Second Defendant has

²¹ D1ReplySubs_[25].

²² CMClosingSubs_[38].

²³ D1ReplySubs_[8].

²⁴ D1AEIC_Chan_[11]-[12], [15]-[16]; 2TRANS_PDF133:24-30, PDF134:17-20.

²⁵ D1AEIC_Chan_[8], [18].

confirmed that the First Defendant merely suggested²⁶ that he file the Three Police Reports and was not involved in filing them.²⁷

(ii) The First Defendant’s remarks at the Council meeting on 26 July 2023 (ie. that “whole of Sim Lim [Square] will get a copy”, “[he was] the one who made the report”, “[he] gave instructions to make the report”, “[he] made the report”, “[he had to] report to all the owner [of Sim Lim Square]”, and “if you think the report is wrong, you can sue me”)²⁸ cannot constitute admissions of publication of the Statements²⁹ because they do not establish a clear and unambiguous link to the *distribution* of the Statements on 20 July 2023 (*Qingdao Bohai* at [87] and [91]).³⁰ The ambiguity arises because: (A) it is unclear whether the “report” relates to the Three Police Reports; (B) there is no reference to the 19 Jul Letter;³¹ and (C) the remark that “whole of Sim Lim [Square] will get a copy” suggests the documents in question may not have been circulated yet.³²

(b) As to the Second Defendant:

(i) While the Second Defendant filed the Three Police Reports, other parties could have instructed the Two Distributors

²⁶ D2AEIC_Toi_[11], [15], [18].

²⁷ D1ClosingSubs_[19]-[20]; 3TRANS_PDF30:12-18, PDF39:15-28.

²⁸ 1CBD_250-253.

²⁹ CMAEIC_Tan_[23]-[25], 105-106.

³⁰ D1ClosingSubs_[36]-[40].

³¹ The Claimant’s Reply Submissions (“CMReplySubs”)[22]; D1ClosingSubs_[40]; D1ReplySubs_[22].

³² CMReplySubs_[21]; D1ClosingSubs_[37(a)]; 2TRANS_PDF124:1-22.

to distribute them.³³ The Claimant accepted during trial that other parties could have accessed the Three Police Reports³⁴ that were stored in the Management Office,³⁵ which was accessible by many people (including Council members, MA staff and subsidiary proprietors).³⁶ Indeed, the Claimant himself had previously removed an item (ie. the common seal) from the Management Office without the Second Defendant's knowledge,³⁷ and the Three Police Reports could likewise have been taken by other parties without the Second Defendant's knowledge. To this end, the Claimant's decision to allow the CCTV system in the Management Office to be disconnected (which is referred to in the Statements) deprived him of potential evidence that could have eliminated this possibility.³⁸

(ii) There is no evidence showing that the Second Defendant knew the content of the 19 Jul Letter before its distribution by the Two Distributors. While he filed the Three Police Reports, there is no evidence of him creating the 19 Jul Letter.³⁹ In this regard, the author of the 19 Jul Letter is unclear, as it merely states that it was sent by "Management" without other information (eg. the writer's name, signature or contact details).

³³ D2ClosingSubs_[99]-[100].

³⁴ 1TRANS_PDF120:9-21, PDF121:17-PDF122:4, PDF123:28-PDF124:25.

³⁵ D2AEIC_ToI_[21].

³⁶ CMAEIC_Tan_[20]; 1TRANS_PDF22:14-19, PDF120:9-PDF121:16.

³⁷ D2ClosingSubs_[100]; CMAEIC_Tan_[40]; D2AEIC_ToI_[9]-[11]; 1TRANS_PDF64:13-21.

³⁸ D2ClosingSubs_[100(c)], [129]; 1TRANS_PDF122:24-PDF123:2, PDF125:14-PDF126:18.

³⁹ D2AEIC_ToI_[25].

Although the phrase “we as the management, had lodged police reports” in the 19 Jul Letter might implicate the Second Defendant,⁴⁰ the Claimant accepts that anyone else could have authored the 19 Jul Letter.⁴¹ Further, the Second Defendant’s evidence that he did not create the 19 Jul Letter remained unshaken during cross-examination, and there was no objective basis to doubt his testimony.⁴²

10 It is apparent that the Claimant’s distrust of both Defendants led to his suspicion that they distributed the Statements. However, such suspicion is insufficient to discharge his burden of proving that either Defendant procured the Two Distributors to distribute the Statements.⁴³

11 Further, the following arguments advanced by the Claimant do not establish that either Defendant procured the Two Distributors to distribute the Statements.

(a) The Claimant argues that both Defendants “were the only ones who realistically had access to” and knew about the Three Police Reports,⁴⁴ and hence must have been responsible for publishing the Statements.⁴⁵ I disagree because: (i) the First Defendant testified that he did not have access to the Three Police Reports before the Statements were circulated on 20 July 2023 (see [9(a)(i)] above); and (ii) the Three

⁴⁰ CMClosingSubs_[28].

⁴¹ D2ClosingSubs_[27]; D2ReplySubs_[27]-[28]; 1TRANS_PDF106:5-10.

⁴² D2AEIC_Toi_[25]; 3TRANS_PDF33:1-25, PDF40:28-31.

⁴³ D1ClosingSubs_[41].

⁴⁴ CMClosingSubs_[17].

⁴⁵ CMClosingSubs_[17]-[19].

Police Reports could have been seen and taken by other parties from the Management Office (see [9(b)(i)] above) – this is not a situation where the Three Police Reports were kept secretly and securely, such that their existence was only known to both Defendants.⁴⁶ Moreover, the Claimant has not argued that the Second Defendant was responsible for distributing the Statements based on his failure to properly safekeep the Three Police Reports.

(b) The Claimant contends that the Second Defendant must have been involved in distributing the Statements because he did not file a police report upon discovering that the Three Police Reports were missing from the Management Office.⁴⁷ However, the Second Defendant’s failure to file a report does not constitute proof that he distributed the Statements.

(c) The Claimant suggests that the 19 Jul Letter must have been written by either Defendant because certain terminology reflects their drafting style.⁴⁸ This is unpersuasive, as the presence of common English words like “saga” and “without due authorisation” in the 19 Jul Letter cannot equate to a factual finding that either Defendant drafted the 19 Jul Letter.⁴⁹

(d) The Claimant asserts that the Second Defendant was the First Defendant’s puppet, and that his actions should be imputed to the First

⁴⁶ CMClosingSubs_[17]-[22]; D1ReplySubs_[12]-[16]; D2ReplySubs_[21]-[26].

⁴⁷ CMClosingSubs_[23]-[24].

⁴⁸ CMClosingSubs_[26]-[31].

⁴⁹ D1ReplySubs_[17]-[19].

Defendant.⁵⁰ This misses the point. The Claimant has not established that the Second Defendant distributed the Statements, and nothing exists for imputation to the First Defendant.⁵¹

(e) The Claimant argues that both Defendants colluded to withhold documentary evidence showing that they “procured third parties to distribute [the Statements]”, and that an adverse inference should be drawn under s 116 illus (g) of the Evidence Act 1893.⁵² I disagree.

(i) In line with *Sudha Natrajan v The Bank of East Asia Ltd* [2017] 1 SLR 141 at [32], the effect of the adverse inference lies in the detrimental impact to the weight accorded to both Defendants’ testimony on the issue (ie. that they were not involved in distributing the Statements), and does not mean that the allegedly withheld evidence would show they “procured third parties to distribute the [Statements]”.⁵³ To this end, even if I disregard both Defendants’ direct evidence (see [8] above), the Claimant must still show that the circumstantial evidence proves that either Defendant was involved in distributing the Statements.⁵⁴

(ii) In any event, it is unclear whether documents have been withheld by either Defendant.⁵⁵ The Claimant speculates that there is correspondence between both Defendants from 1-31 July

⁵⁰ CMClosingSubs_[40]-[41]; CMAEIC_Tan_[26]-[30].

⁵¹ D1ReplySubs_[26]-[28]; D2ReplySubs_[29]-[30], [35]-[39].

⁵² CMClosingSubs_[43]-[48]; CMReplySubs_[14]-[19]; CMAEIC_Tan_[31]-[35].

⁵³ CMClosingSubs_[48].

⁵⁴ D1ReplySubs_[31].

⁵⁵ D1ReplySubs_[31]-[36]; D2ReplySubs_[40]-[46].

2023 (eg. emails or WhatsApp messages) showing they procured third parties to distribute the Statements.⁵⁶ However, such correspondence may not exist, as the Second Defendant testified that his communication with the First Defendant was by phone calls,⁵⁷ and the First Defendant’s testimony only indicates the existence of an email sent by the Second Defendant about the missing common seal from the Management Office (which is referred to in the Statements).⁵⁸

(f) The Claimant asserts that it is likely that the First Defendant was involved in distributing the Statements because he was formerly the chairman of a management corporation that was liable for defamation relating to a letter circulated to subsidiary proprietors (*Koh Chong Chiah v The Management Corporation - Strata Title Plan No. 4111* [2025] SGDC 146 (“*Koh Chong Chiah*”)).⁵⁹ I place no weight on this assertion as the Claimant failed to cross-examine or put this point to the First Defendant during the trial – this violates the rule in *Browne v Dunn* (1893) 6 R 67 and deprived the First Defendant of a chance to address the assertion.⁶⁰ Without such evidence, it is also not apparent whether there would be striking similarities between the conduct involved in *Koh Chong Chiah* and the present matter that would then render any potential similar fact evidence admissible.⁶¹

⁵⁶ CMClosingSubs_[43]-[48].

⁵⁷ 3TRANS_PDF37:26-31.

⁵⁸ 2TRANS_PDF139:19-32.

⁵⁹ CMClosingSubs_[49].

⁶⁰ D1ReplySubs_[41]; D2ReplySubs_[48].

⁶¹ D1ReplySubs_[37]-[40].

12 I therefore dismiss the claim against both Defendants as the Claimant has failed to prove that they were responsible for publishing the Statements. Consequently, it is not necessary for me to consider the other issues raised by the parties, such as (a) whether the Statements were read by the recipients; (b) whether the Statements are defamatory of the Claimant; or (c) whether any of the defences raised by both Defendants applied.

13 The parties are to file and exchange written submissions on the issue of costs (limited to 7 pages) within 14 days from the date of this judgment.

Samuel Wee
District Judge

Ng Hui Min and Mok Zi Cong (Dentons Rodyk & Davidson LLP)
for the Claimant;
Teo Hee Sheng, Christian and Yong Zhixin, Esther (Watershed Law
LLC) for the First Defendant;
Chia Swee Chye Kelvin (Lumen Law Corporation) for the Second
Defendant.
