IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2019] SGHC 27

Suit No 1204 of 2017

Between

Quantum Automation Pte Ltd

… Plaintiff

And

Saravanan Apparsamy

… Defendant

JUDGMENT

[Tort] — [Defamation]

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Quantum Automation Pte Ltd
v
Saravanan Apparsamy

[2019] SGHC 27

High Court — Suit No 1204 of 2017
Woo Bih Li J
12 July, 27 September 2018; 8 November 2018

13 February 2019 Judgment reserved.

Woo Bih Li J:

Introduction

1 The plaintiff, Quantum Automation Pte Ltd ("Quantum"), commenced the present action against the defendant, Saravanan Apparsamy ("SA"), its former employee, for allegedly defamatory words made in three emails which SA sent to customers or former customers of Quantum between 17 November 2017 and 8 December 2017. SA disputed that the words in question were defamatory.

2 Quantum sought damages to be assessed and an injunction to restrain SA from publishing the disputed words or similar words. I will come back later to the terms of the injunction sought by Quantum.

3 SA represented himself. He did not initially file a memorandum of appearance or participate formally in the proceedings. He eventually sought to do the latter but had not filed a defence with the Registry of the Supreme Court ("the Registry"). As I will elaborate later, he was given an opportunity to file an application for leave to file his defence out of time but did not do so. Consequently, when the trial proceeded in his presence, he did not have the benefit of a defence. Nevertheless, Quantum still had to prove its case. I set out below the background leading to the present claim.

Facts

The parties

4 Quantum is a company registered in Singapore. It was and is in the business of supplying, installing and/or maintaining building management systems ("BMS").

5 SA was employed by Quantum between 2001 and 2015. He is an Indian national who is resident in Chennai, India.

Background to the dispute

6 The background is found primarily in the affidavit of evidence-in-chief ("AEIC") of Quantum's sole witness, Toh Yew Keong ("Toh"), the senior operations manager of Quantum.

7 Quantum alleged that in mid-2017, it learned that SA had breached his employment contract with Quantum, and was misusing Quantum's trade secrets and confidential information and sharing them with third parties. Quantum's lawyers sent a letter of demand to SA to demand that he cease and desist from his alleged breaches, but SA did not comply with the letter. Quantum

commenced an action in Suit No 965 of 2017 on 19 October 2017 ("the 1st Suit") against SA in Singapore. This action was settled. Following settlement discussions, SA signed an undertaking dated 7 November 2017 ("the Undertaking") agreeing, *inter alia*:

> (a) to immediately cease from disclosing confidential information and/or trade secrets in relation to Quantum's BMS;
>
> (b) not to participate in any tender relating to projects where Quantum's BMS was installed; and
>
> (c) not to use Quantum's confidential information or trade secrets to instruct others to operate Quantum's BMS.

In exchange, Quantum ceased its claim in the 1st Suit.

8 Quantum filed a notice of discontinuance of the 1st Suit the next day, *ie*, on 8 November 2017.

9 On 11 November 2017, SA asked Quantum's lawyers for an update on the 1st Suit. Quantum's lawyers replied on 11 and 13 November 2017 to inform him that the 1st Suit had been discontinued.[1]

The disputed emails

10 In November and December 2017, SA sent emails to three of Quantum's current and previous customers.

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[1] Toh's AEIC at paras 3–11.

The 1st Disputed Email

11 On 17 November 2017, SA sent an email to William Yee of the Institute of Technical Education ("ITE") ("the 1st Disputed Email") which he also copied to Quantum.[2] Quantum had installed a BMS at ITE in 2006. The disputed words in the 1st Disputed Email are set out in Annex A1 of this judgment. The disputed meanings are set out in Annex A2 of this judgment.

The 2nd Disputed Email

12 On 21 November 2017, SA sent a second email to Raja Khabir of the National Heritage Board ("NHB") ("the 2nd Disputed Email").[3] SA copied two other persons at NHB and Quantum on this email. The disputed words in the 2nd Disputed Email are set out in Annex B1 of this judgment. The disputed meanings are set out in Annex B2 of this judgment.

Quantum's request for SA to cease and desist in sending emails

13 On 1 December 2017, Quantum's lawyers sent an email attaching a letter of demand to SA. The letter stated that the 1st and 2nd Disputed Emails contained defamatory allegations against Quantum. The letter demanded, *inter alia*, that SA immediately cease making defamatory comments against Quantum, make an apology and an undertaking to Quantum on Quantum's terms, and pay Quantum damages and costs.[4]

14 On 3 December 2017, SA replied to Quantum's lawyers. He said that whatever he wrote to ITE and NHB was true. He referred to a letter dated

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2 Toh's AEIC at p 29.

3 Toh's AEIC at p 31.

4 Toh's AEIC at pp 37–38.

2 September 2017 which he had apparently written. He expressed unhappiness over the settlement of the 1st Suit which he had settled because he could not afford legal expenses. He said that he had left Singapore and gone back to India. He could not work on any of Quantum's existing projects but the settlement did not stop him from getting justice for losses and damages. He complained that Quantum had acted unfairly in not using him for Equinix Singapore projects in 2015. He would continue to write to other authorities about Quantum.[5]

15 On 4 December 2017, SA sent another email to Quantum. He said the withdrawal of the 1st Suit was not a favour to him. He complained about being denied involvement in Equinix Singapore projects. He said he would write to Equinix USA, the parent company of Equinix Singapore, about a tender for BMS by Equinix Singapore. He would continue to write to all authorities about "Quantum's unfair employment policy, technical facts and monopoly businesses".[6]

16 On 7 December 2017, SA sent yet another email to Quantum's lawyers. He reiterated that he would continue to write to all authorities about "Quantum's unfair employment contracts, technical deficiencies [and] monopoly business policies" until Quantum remedied his losses and damages and those of Quantum's customers.[7]

The 3rd Disputed Email

17 On 8 December 2017, SA sent an email to Raymond Chan of the Ministry of Environment and Water Resources ("MEWR") which he copied to

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5 Toh's AEIC at p 39.

6 Toh's AEIC at p 40.

7 Toh's AEIC at p 41.

three other persons at MEWR, one person from a project consultancy firm known as BECA and Quantum ("the 3rd Disputed Email"). The disputed words in the 3rd Disputed Email are set out in Annex C1 of this judgment. The disputed meanings are set out in Annex C2 of this judgment.

18 On 12 December 2017, SA sent an email to Quantum referencing the 3rd Disputed Email. He said that he would make sure that there was an investigation into Quantum's business policies and pricing. He would share an affidavit of an officer of Quantum on Singaporean social media, online technical and management forums, and technical committees until there was a serious investigation. He said that he had photographic evidence of Quantum's service deficiencies. He was reacting to the 1st Suit in which Quantum had demanded money from him during an out-of-court settlement.

Procedural history

Pre-trial

19 On 21 December 2017, Quantum filed the writ for the present action in Suit No 1204 of 2017 ("the 2nd Suit") in Singapore.

20 In January 2018, although the writ for the 2nd Suit was not yet served formally on SA, he was apparently aware of it. He alleged that he served a defence and counterclaim on Quantum's lawyers on 12 January 2018, but they said these pleadings were drafts only.

21 The writ for the 2nd Suit was eventually served on SA in India. The AEIC of Toh stated at para 39 that the writ was served on 25 February 2018, but Quantum's lawyers mentioned to the court in chambers on 12 July 2018 that the writ was served in late January 2018.

22 SA did not file a memorandum of appearance with the Registry. Neither did he file a defence with the Registry as required under O 18 r 21 of the Rules of Court (Cap 322, R 5, 2014 Rev Ed), even if he had served a defence on Quantum's lawyers on 12 January 2018.

23 In the meantime, Quantum decided to proceed with a trial in Singapore in order to obtain a judgment after trial for the purpose of possibly pursuing future proceedings in India against SA. A trial date was eventually fixed for 12 July 2018.

24 Before this date, SA continued to communicate with the Registrar of the Supreme Court and with Quantum's lawyers by email in June 2018. He indicated that he would be contesting the 2nd Suit but wanted Quantum's claim to be heard in India. He mentioned that he had emailed his defence and counterclaim to Quantum's lawyers in January 2018. He had been and was informed by the Registry that he had to electronically file with the Registry any defence and counterclaim he wished to put forward. He said he was coming to Singapore for the trial and would electronically file his documents on 11 July 2018.

The first trial date

25 On the date of the trial, *ie*, 12 July 2018, Quantum was represented by Mr Eugene Ho ("Mr Ho") from Eugene Ho & Partners and SA represented himself. I saw both of them in chambers.

26 Mr Ho said that he had been served with a memorandum of appearance on 10 July 2018. He had also been served with a defence and counterclaim on 11 July 2018. This pleading was different from the defence and counterclaim he

had received around 12 January 2018. He objected to the latest pleading from SA as it was out of time.

27 SA informed the court that he had filed his latest defence and counterclaim electronically on 11 July 2018. In that pleading he had asked for the case to be heard in Chennai, India.

28 SA also said that he was not "demanding" a change of venue for the case but was only "requesting" the change. He did not want to make a formal application for this request and would mention it at the trial.

29 The court informed SA that he had to decide if he wanted a stay of the 2nd Suit in Singapore; if so, he had to proceed to make the application and could not wait to do so at the trial. However, SA decided that he would not apply for a stay of the 2nd Suit in Singapore.

30 The next issue to be decided was the late filing and service of the latest defence and counterclaim by SA. Apparently, this was the only pleading he had filed. SA requested Mr Ho not to object to the late filing and service of this pleading but Mr Ho said he would still do so.

31 The court urged the parties to consider mediation to resolve their disputes. However, the court also directed that, if the parties were not able to resolve their disputes, SA was to file and serve an application for leave to file and serve his defence and counterclaim out of time. The application and supporting affidavit were to be filed and served by 24 August 2018. The court also made other consequential directions. The trial for that day was vacated with costs reserved.

32 Unfortunately for SA, he did not file an application for leave to file and serve his defence and counterclaim out of time by 24 August 2018.

The second trial date

33 A new trial date was given. The trial was fixed for 27 September 2018. On that day, Mr Ho again represented Quantum and SA again represented himself.

34 SA said that he wanted to proceed to defend himself orally. He had been advised by a lawyer in India that he could do so. The court reminded him of the previous court direction made on 12 July 2018 which he had not complied with and also the consequence of non-compliance. This meant that while he could ask questions of Quantum about its claim, he could not ask questions to establish a defence. SA said he had already filed his defence and counterclaim although he had not asked for leave to do so out of time.

35 Mr Ho said that in fact SA had initiated mediation by approaching the Singapore Mediation Centre ("SMC"). The mediation was held on 1 August 2018 but after one whole day it was not successful. At the end of that day, SA said he was going to get a lawyer and apply for leave. Mr Ho stressed that even though SA is a layperson, he knew how to file documents electronically and how to approach the SMC.

36 SA said that he could not afford a lawyer in Singapore. He wanted the court to allow him to rely on his defence and counterclaim. When the court said it would not allow him to do so, he made another request to be allowed to do so.

37 The court was prepared to consider an oral application by SA for leave to file and serve his pleading out of time even though he had failed to comply with the court's direction on 12 July 2018 to file a formal application to do so.

38 Mr Ho vigorously objected. He said that even though SA said he could not afford a lawyer, SA had been to Singapore three times, once on 12 July 2018, the second time for the mediation and the third time on 27 September 2018. In addition, each party had to pay $6,000 for the mediation and SA had paid his share. If the court were to entertain an oral application and grant SA leave to file and serve his pleading out of time, other steps like discovery would have to take place. In other words, the trial fixed for 27 September 2018 would again have to be adjourned.

39 SA again asked Quantum not to object to his defence and counterclaim but Mr Ho maintained his objections.

40 After hearing arguments, the court maintained its earlier decision not to allow SA to rely on the defence and counterclaim which he had filed out of time. He had failed to apply for leave by 24 August 2018 to file it out of time even though the court had given him six weeks to do so. Even by the next trial date on 27 September 2018, he had still not filed the application. There was no good reason for his omission. Whether or not he could afford to engage a lawyer in Singapore, he was able to prepare and file documents electronically including the defence and counterclaim in question (but that was done out of time). He was capable enough to approach SMC for mediation. It was clear to this court that he could have filed the formal application for leave to file his defence and counterclaim out of time if he really wanted to but he chose not to do so. He had foregone the chance afforded to him and it was time to move on with the trial. As the defence and counterclaim was filed out of time, SA was not allowed to

raise any defence as such although he was entitled to question whether Quantum could even establish its case.

41 Quantum proceeded to present its case. It called its only witness, Toh. His AEIC had been filed and he was cross-examined by SA. There was no re-examination.

42 When SA was asked if he was going to give evidence, he said he wanted a court order for the production of documents from various owners of government buildings. This application was made at a very late stage and was refused. Thereafter, SA agreed that he had no evidence to produce.

43 As for closing submissions, SA requested for time to tender written submissions. This court gave directions for closing and reply written submissions to be filed and served.

Whether Quantum has established its case

The elements required to establish the tort of defamation

44 In *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649, the Court of Appeal mentioned three elements to establish liability in the tort of defamation at [24]:

(a) the allegation must be defamatory;

(b) it must refer to the plaintiff; and

(c) there must be publication of the statement to a person other than the person of whom it is written.

45 These three elements were reiterated by the High Court in *Golden Season Pte Ltd and others v Kairos Singapore Holdings Pte Ltd and another* [2015] 2 SLR 751 ("*Golden Season*") at [35].

46 It was clear that the disputed emails referred to Quantum.

47 It was also clear that the disputed emails were sent to another party other than Quantum. In the present case, the 1st Disputed Email was sent to ITE, the 2nd was sent to NHB and the 3rd was sent to MEWR and copied to BECA.

48 The only question in respect of the three elements was whether the disputed words in each of the disputed emails were defamatory of Quantum. In *Golden Season*, the court said at [36] and [37] that:

> 36 A statement is considered to be defamatory if it:
>
> (a) lowers the plaintiff in the estimation of right-thinking members of society generally;
>
> (b) causes the plaintiff to be shunned or avoided; or
>
> (c) exposes the plaintiff to hatred, contempt or ridicule.
>
> See Gary Chan Kok Yew & Lee Pey Woan, *The Law of Torts in Singapore* (Academy Publishing, 2011) … at para 12.014.
>
> 37 Whether a statement is defamatory is generally determined based on the construction of the natural and ordinary meaning of the words used. As summarised by the Court of Appeal in *Chan Cheng Wah Bernard and others v Koh Sin Chong Freddie and another appeal* [2012] 1 SLR 506 … at [18], the following guiding principles apply:
>
> (a) the natural and ordinary meaning of a word is that which is conveyed to an ordinary reasonable person;
>
> (b) as the test is objective, the meaning which the defendant intended to convey is irrelevant;
>
> (c) the ordinary reasonable reader is not avid for scandal but can read between the lines and draw inferences;

> (d) where there are a number of possible interpretations, some of which may be non-defamatory, such a reader will not seize on only the defamatory one;
>
> (e) the ordinary reasonable reader is treated as having read the publication as a whole in determining its meaning, thus 'the bane and the antidote must be taken together'; and
>
> (f) the ordinary reasonable reader will take note of the circumstances and manner of the publication.

49 The main thrust of SA's submission was that he was only making complaints to government bodies and hence there could not be any defamation. If his emails could constitute defamation, that would prevent anyone from making a complaint to such bodies.[8]

50 In my view, SA had confused different aspects of the case. A person may make a complaint whether to a government body or to a private body. However, his complaint may defame another person who is the subject of the complaint. In other words, defamation may occur even though it is part of a complaint. This does not mean that no one will dare to make a complaint. It means that a complainant has to be careful when he makes a complaint. If his complaint may defame an individual or some other entity, he has to be ready to defend himself if the need arises. There are various possible defences, *eg*, justification, qualified privilege and fair comment.

Whether SA was entitled to rely on the defence of justification

51 I need only elaborate on the defence of justification for present purposes. This defence means that even if a person is defamed by the complainant, the complainant is not liable in law to pay damages because the complaint is true. There is defamation but there is no liability for the defamation because of the

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8 SA's Opening Statement at paras 33–41.

defence of justification. It is wrong to say that just because the complaint contains true allegations that there is no defamation although, in effect, the end result is the same in that the complainant is not liable. So, if the complaint is not defamatory, there is no liability on the part of the complainant. If it is defamatory, there is defamation but also no liability if the complaint is true.

52 SA sought to argue that what he had said in the emails in question was true but he had not filed any defence in time. Hence, he was precluded from relying on the defence of justification or on any other defence.

Whether the words in the disputed emails were defamatory

53 I come now to the question of whether the words in each of the disputed emails were defamatory of Quantum. As already mentioned, it is clear that the disputed words did refer to Quantum.

54 With regard to the 1st Disputed Email, I find that the disputed words did have the following meanings:

(a) Quantum had falsely claimed that its BMS was open;

(b) Quantum adopted improper business competition and unfair policies;

(c) Quantum's BMS was lacking optimisation and effective controls; and

(d) the BMS which Quantum installed was questionable and an independent audit of it should be carried out.

55 In so far as Quantum had alleged that the disputed words in the 1st Disputed Email also meant that Quantum was dishonest and untruthful in its claims about its BMS, is dishonest and its conduct and ethics are dishonourable and are to be reported to government authorities, these meanings overlap with those I have mentioned in [54(a)] and [54(b)] above.

56 In so far as Quantum had alleged that the disputed words meant that Quantum had not properly maintained its BMS particularly the "DDCs, sensors and controls" which caused it not to perform well, I am of the view that the email only suggested that an audit be carried out to certify that the BMS was good. While this suggested that the BMS may not be good, it did not mean that the BMS was in fact not good or that certain aspects were not performing well. The suggestion that the BMS may not be good is already covered to a large extent in [54(d)] above.

57 With regard to the 2nd Disputed Email, I find that the disputed words did have the following meanings:

(a) Quantum's profit ratio for maintenance works was too high and unacceptable;

(b) Quantum would indirectly cause trouble for vendors who intended to do maintenance for Quantum's BMS so that such vendors would not be able to perform such maintenance;

(c) Quantum was unfair in its business and employment policies and SA was a victim of such policies; and

(d) Quantum habitually charged its customers a high fee.

58 In so far as Quantum alleged that the disputed words meant that Quantum is dishonourable in its conduct and ethics to customers, competitors and employees,[9] this is already covered in [57(b)] and [57(c)] above.

59 With regard to the 3rd Disputed Email, I find that the disputed words did refer to the Environment Building, where Quantum had installed BMS, and have the following meanings:

(a) the multiple failures in the BMS installed by Quantum were the worst that SA had seen; and

(b) Quantum had deliberately instructed its lawyers to send SA a letter of demand with the result that he was distracted from discussing the failures of Quantum's BMS at a meeting with MEWR, and hence, Quantum did not account for the failures at the meeting.

60 I do not find that the disputed words meant that Quantum had over-declared its profits, as alleged by Quantum.[10] SA was not complaining that Quantum's profit was in fact low and that Quantum was inflating its profits figures. Instead, SA was complaining that Quantum was making excessive profits. This is different from saying that Quantum's profit was lower than that disclosed by Quantum.

61 The other disputed meanings alleged by Quantum[11] overlap with those stated in [59(a)] and [59(b)] above.

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9 Annex B2 at para 6.

10 Annex C2 at para 1.

11 See Annex C2.

62 Quite clearly, the meanings I have found in respect of the disputed words which Quantum complained of from the disputed emails would lower Quantum in the estimation of right-thinking members of society generally and were defamatory of Quantum.

63 As each disputed email is in written form, each constitutes a libel. Under the law of libel, damage is presumed. There is no need for the plaintiff to prove special damage to establish the tort of libel even though the plaintiff is a corporate body and not an individual (see the UK House of Lords' majority decision in *Jameel (Mohammed) and another v Wall Street Journal Europe Sprl* [2007] 1 AC 359 at 372–374).

Whether SA acted maliciously

64 Quantum also alleged that SA acted maliciously in sending the disputed emails. He had sent them after he knew the 1st Suit against him had been discontinued. He copied Quantum on the disputed emails so that Quantum would be aware of his conduct. He clearly indicated that he would continue with his tirade until Quantum compensated him for his alleged loss and damage. He had also threatened to send more emails to others.[12]

65 Although malice might be relevant to a defence of fair comment, no such defence was raised by SA. In any event, I will make a finding on the question of malice as it will be relevant later to the quantum of damages to be assessed.

66 I am of the view that SA felt disgruntled by the 1st Suit. He felt that he had no choice but to resolve it with the Undertaking. As a consequence, he felt that he could not get another similar job in Singapore. He also felt that Quantum

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12 Quantum's Opening Statement at paras 27–31.

was unfair to stop him from acting for any competitor. He also felt that Quantum's BMS was not as good as Quantum had made it out to be to its customers.

67 It is undisputed that SA had copied the disputed emails in question to Quantum. I agree with Quantum that he did so to persuade Quantum to compensate him for his loss which he believed Quantum had caused him. It appeared that his main aim was to gain compensation for himself and the disputed emails were not sent to third parties only because of altruistic motives.

68 Even then, the question was whether all SA had said was entirely untrue. He could not rely on the defence of justification for the reason I have mentioned above but it was not obvious that what he had said was untrue in fact. There was no evidence from Quantum to show that what he said was in fact untrue although there was a presumption that his defamatory statements were false (see *Golden Season* at [85]).

69 SA said that he had not continued emailing his complaints to third parties after the third and last disputed email although Quantum disputed this. In any case, his emails were sent to specific entities who were or still are customers of Quantum. They were not sent to all and sundry.

70 On the question of an injunction against him, SA was not consistent. He refused to agree to an injunction because he felt that the terms sought by Quantum were too wide but he did not suggest alternative terms. All he said was that he had stopped sending similar emails.

71 Even in SA's closing submissions dated 15 October 2018, his position about an injunction was not clear. In paras 109 and 110, he said that an injunction should not be granted for emails sent "to government authorities about their vendor hidden discrepancies [*sic*]". Also, if an injunction were granted, that would affect his employment opportunities in Singapore. However, at para 122, he said that if his private emails to government authorities constituted defamation, he would not contest Quantum's demand for an injunction.

72 Nevertheless, in my view, such inconsistent conduct did not necessarily suggest malice but rather a confused and misguided mind.

73 The burden of proof is on Quantum to establish malice on the part of SA. Even though Quantum has proved its case of libel against him, I am of the view that it has not established malice on his part.

Whether an injunction should be ordered

74 The next question is whether the court should order an injunction against SA.

75 Quantum relied on *Lee Hsien Loong v Roy Ngerng Yi Ling* [2014] SGHC 230 ("*Roy Ngerng*") at [55] to submit that an injunction should be granted against SA because there was reason to believe SA may further publish defamatory words of Quantum. Quantum submitted that after the 2nd Suit was commenced, SA sent three more emails to Equinix and three emails to employees of Duke-NUS, a tertiary institution. These emails were said to be also defamatory of Quantum.[13]

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[13] Quantum's Opening Statement at paras 32–38.

76 On the other hand, as mentioned, SA said he had stopped sending emails about Quantum's BMS. The High Court in *Roy Ngerng* gave little weight to this factor, given that the defendant in that case had previously taken deliberate steps to conceal his actions and to leave his defamatory statements on the Internet (see *Roy Ngerng* at [58]). Here, however, SA did not conceal his emails to others. Indeed, he even copied Quantum on the disputed emails.

77 It is unclear to this court as to whether SA stopped sending further emails about Quantum's BMS, as he alleged, because he realised that he had acted wrongly in sending the disputed emails or because he wanted to wait and see what developments would transpire. Although I have concluded that he did not act maliciously when he sent the emails in question, he did not admit that the emails were defamatory of Quantum. He insisted that he was not liable simply because he was complaining to government authorities.

78 It seems that SA has his own views as to what he is entitled to do and it is uncertain as to whether, after the 2nd Suit is over, he will continue emailing his complaints to third parties. He did continue emailing his complaints to third parties after the letter of demand dated 1 December 2017 and also after the 2nd Suit was filed although, as mentioned, he said he stopped subsequently.

79 He declined to agree to an injunction on Quantum's terms because he said the terms were too wide. As the proposed terms referred to his servants or agents, he was afraid that he would be liable for words expressed by others. This was not a good reason. If he did not instruct or instigate another person to make adverse comments about Quantum's BMS, he would not be liable. It is not unusual for an injunction to refer to a defendant and also to his servants or agents.

80 I am of the view that there is a reasonable apprehension that SA might further publish defamatory words of Quantum after the 2nd Suit is over. If he does so, I do not think Quantum should then have to commence a fresh action in order to obtain an injunction against him. In the circumstances, I am of the view that it would be just to order an injunction against SA.

81 The next question is the wording of the injunction. The statement of claim ("SOC") sought an injunction against SA in the following terms:

> (ii) An injunction restraining the Defendant, whether by himself, his servants, agents or otherwise howsoever, from publishing or causing to be published the Words or similar words defamatory of the Plaintiffs, in any manner whatsoever;

82 The phrase "the Words" are defined in the SOC to refer to the words in the disputed emails, *ie*, the words found in Annexes A1, B1 and C1.

83 I am of the view that the injunction should be framed in simple terms without any need to cross-refer to the emails in question. I have also mentioned that it is not unusual to refer to a defendant's servants or agents as well in the terms of the injunction. Accordingly, I grant an order to injunct SA, whether by himself, his servants or agents, from stating orally or in writing, in any form whatsoever, to anyone else words which convey the meaning that:

(a) Quantum's BMS, or any component or part of it, is defective or inefficient in any way, or

(b) Quantum is engaged in any unfair business practice, or

(c) Quantum's BMS is not an open system and/or cannot be operated or maintained by any other party, or

(d) Quantum is an unfair employer, or

(e) Quantum overcharges for the installation, operation or maintenance of its BMS.

Conclusion

84 I find that Quantum has established its case and accordingly grant an order to injunct SA on the terms above. I also grant interlocutory judgment to Quantum against SA for defamation with Quantum's damages to be assessed.

85 Costs of the action and interest are reserved to the court assessing the damages. Alternatively, if Quantum decides not to pursue an assessment of its damages, the costs will be fixed by this court or any other judge or judicial commissioner.

Woo Bih Li
Judge

Ho Tze Herng Eugene (Eugene Ho & Partners) for the plaintiff;
The defendant in person.

Annex A1

The disputed words in the 1st Disputed Email as pleaded in the SOC

(1) "But Quantum's products & policy are not allowing others to do service or upgrade of Quantum products in Singapore. So, for any additional works or amendments, Quantum service charges will be very expensive."

(2) "Even though Quantum claims their own IBMS is 'open' system, but it is not true. Other than Quantum, no other company will be able to do service, interface or upgrade. Quantum follows improper business competition policy and unfair employment policy."

(3) "Quantum misusing this employment contract/deed to avoid their competition in their existing client works. I am one of the victim of this unfair Quantum employment contracts."

(4) "I request ITE to do BMS reference project audit in any other existing educational institute IBMS installed by Quantum, to certify the Quantum existing IBMS maintenance & performance is good. All DDC, 'sensors' and controls working condition along with quantum 'service reports' are proposed to be audited. Needs to verify site condition & graphics display. Quantum's graphics display may not be accurate match to site condition, so should not do Quantum IBMS audit, based on its graphics display."

(5) "In Quantum IBMS there is neither optimisation nor effective controls implemented. Customised report generation by an

operator/engineer is too complex in Quantum IBMS, due to its software architecture."

(6) "There is no transparency of software modules & suppliers used by Quantum and its support level."

(7) "Kindly make sure, the ITE/Simei new IBMS shall be 'true open' system and should not be again a 'monopoly' system."

(8) "Singapore is known for FAIR business policy and employment practises. But Quantum did not do both and I am in the process of bring-up this issue in-detail to all government authorities in Singapore."

Annex A2

The disputed meanings in the 1st Disputed Email as pleaded in the SOC

(1) The Plaintiffs have been untruthful and/or dishonest in their claim of their BMS.

(2) The Plaintiffs falsely claimed that their BMS was "open".

(3) The Plaintiffs had adopted improper business competition and unfair employment policies.

(4) The Plaintiffs had misused employment contracts and deeds and that the Defendant was one such example of being a victim to this alleged misuse.

(5) The Plaintiffs had not properly maintained their BMS especially the "DDCs, sensors and controls" which as a result is not performing well.

(6) The Plaintiffs had installed a BMS which is lacking in optimisation and effective controls.

(7) The Plaintiffs' project at ITE requires an independent audit as the Plaintiffs' business practice and BMS are misleading and questionable.

(8) The Plaintiffs are dishonest and their conduct and ethics are dishonourable, and the Defendant would report these in detail to all government authorities in Singapore.

Annex B1

The disputed words in the 2nd Disputed Email as pleaded in the SOC

(1) "The 'profit ratio' for a government building BMS maintenance works is too high and not accepted. Please refer to this email subject tender BMS maintenance. We can get another vendor's service with one third price of Quantum, but Quantum will trouble them in-directly, so that another vendor can't perform. I am one of the victim of Quantum's unfair business & employment policy."

(2) "Quantum misusing this employment contract/deed to avoid their competition in their existing client maintenance works."

(3) "Quantum always charge their customers very high."

(4) "For the non-comprehensive maintenance work of the subject tender government building, the given price of Quantum is very high – due to Quantum's 'monopoly' business style in Singapore."

(5) "Also, the non-listed spare parts price will be very high."

Annex B2

The disputed meanings in the 2nd Disputed Email as pleaded in the SOC

(1) The Plaintiffs' profit ratio was too high and unacceptable.

(2) The Plaintiffs had adopted improper business competition and unfair employment policies and that the Defendant was a victim of them.

(3) The Plaintiffs had misused employment contracts and deeds.

(4) The Plaintiffs habitually charged their customers a very high fee.

(5) The Plaintiffs would indirectly cause trouble for vendors who want to do BMS maintenance with the Plaintiff's customers until they cannot perform.

(6) The Plaintiffs are dishonourable in their conduct and ethics to their customers, competitors and employees.

Annex C1

The disputed words in the 3rd Disputed Email as pleaded in the SOC

(1) "Quantum declared 185% profit for spare sales, 92% to 450% profit for service contracts for the government building. In my knowledge these profit ration is considered high for a government building."

(2) "The health check audit recorded there are several failures in the AHU & VAV system sensors & controls. There were lot of DDC failures. The health check report was submitted to the consultant and MEWR team. Then a combined meeting with Quantum was called to discuss on this subject and Quantum staff given me the 'first lawyer notice' during this 'particular meeting in MEWR building', which was distracted me not to discuss on the meeting called subject. Quantum did not answer for the failures in the meeting."

(3) "As an experienced BMS Engineering Manager, I did not saw in any building, several 'sensors & field devices' in failure state during omprehensive maintenance contract as happened in ENV. But shocked to see the maintenance profit ratio higher in this project!"

Annex C2

The disputed meanings in the 3rd Disputed Email as pleaded in the SOC

(1) The Plaintiffs had over declared their profits.

(2) The Plaintiffs had not properly maintained the ENV Building and had done such a poor job that caused multiple parts of the system to fail.

(3) The Plaintiffs had left the ENV Building site in a state where multiple system sensors and controls as well as components were in a failing state.

(4) The Plaintiffs had deliberately instructed their solicitors to send a letter of demand to the Defendant to avoid having to account for their alleged failures at the ENV Building and to shut the Defendant up at the meeting at the ENV Building.

(5) The Plaintiffs refused to account for the state of the ENV Building.

(6) The state of the ENV Building left behind by the Plaintiffs was the poorest that the Defendant had ever seen.
