

Lee Kien Meng v Cintamani Frank  
[2014] SGDC 311

**Case Number** : District Court Suit No. 1535 of 2012/Z

**Decision Date** : 18 August 2014

**Tribunal/Court** : District Court

**Coram** : Chiah Kok Khun

**Counsel Name(s)** : Beh Eng Siew (M/s Lee Bon Leong) for the plaintiff; Derek Kang (M/s Rodyk & Davidson LLP) for the defendant

**Parties** : Lee Kien Meng — Cintamani Frank

*Declarative Reliefs – Facebook pages*

18 August 2014

**District Judge Chiah Kok Khun:**

**Introduction**

1 Does the person who set up a facebook page own it? This question arises in this case. This case also sees the confluence of the world of high fashion and the world of social media.

2 Lee Kien Meng (“Lee”) is the sole shareholder and director of Senatus Pte Ltd (“Senatus”). Senatus is in the business of digital social media, a recent phenomenon. Senatus are engaged in, amongst other activities, web-hosting services, software applications development and on-line advertising. It operates an on-line magazine. The magazine has won awards in 2010 and 2012. It is not disputed that Lee is a digital social media expert. He is the Plaintiff in this case.

3 Cintamani Frank (“Cintamani”), an Indonesian businessman is chairman and founder of the Men’s Fashion Week (“MFW”) and the Women’s Fashion Week (“WFW”) in Singapore. By all accounts MFW and WFW are premier events on the fashion calendar in Singapore. There are corresponding events held in the major fashion capitals of the world. Cintamani owns and organises the two events through his companies, one of which is Fide Multimedia Pte Ltd (“Fide”). Cintamani is the Defendant.

**What are the facts of the case?**

4 Sometime in 2010, Senatus was engaged by Fide to promote MFW 2011 and WFW 2011 through social media online. Senatus’ remit was to drive social media awareness and visibility for the events. At the same time, Lee was appointed sponsorship director of MFW 2011 and Festival Director of WMW 2011. There was no remuneration involved. It would seem that there was mutuality of interest in the above arrangements. Both parties would get increased publicity and visibility. In both the fashion and social media circles, these are precious commodity.

5 Lee set up the facebook pages, twitter accounts and acquired the domain names for MFW 2011 and WFW 2011. As Lee had personally set up the MFW 2011 and WFW 2011 facebook pages ("the facebook pages"), he became the first administrator of the facebook pages.

6 Facebook Inc. laid down specific rules in regard to administrator policies. At the material time (March 2012) any administrator of a facebook page had authority to remove or add another administrator. Therefore, an administrator added by another could upon been added, if he so wishes remove the very administrator who had added him. There was only one type of administrator under the rules at that time. Perhaps unsurprisingly, Facebook Inc. changed these rules in end May 2013. Under the new policy, there are five different administrative roles with varying authority and power. There is a semblance of hierarchy. Only an administrator in the role of manager, at the top of the hierarchy is able to remove another administrator.<sup>[note: 1]</sup> The parties agreed that these new rules did not apply in the present case.

7 As would be seen, if the amended rules had been applicable at the material time of this case, this dispute would not have arisen.

8 In early November 2010, Lee assigned administrative access to the facebook pages to Cintamani; and also to a member of the staff of Senatus. Cintamani in turn appointed a few of the staff members of Fide as administrators of these pages.

9 In early April 2011 after MFW 2011 and before WFW 2011 (to be held in October 2011), Lee approached Cintamani regarding advertising spots on Senatus' online magazine. On 1 May 2011, Fide and Senatus entered into an advertising contract under which Fide were to pay \$60,000 for advertisements in the online magazine for 12 months.

10 Sometime in January 2011, before the 2012 season of MFW Lee approached Cintamani regarding an increase in price of the online advertising on Senatus' online magazine to \$100,000 for 6 months (from \$60,000 for 12 months). Cintamani counter proposed the sum of \$60,000 for 6 months. Lee did not respond to this counter proposal. It would appear that from this point there was a falling out between Lee and Cintamani.

11 Soon after, in March 2012 there was a series of hacking incidents on the MFW and WFW facebook pages and twitter accounts. Cintamani believed at that time (as he does today), that it was the work of Lee. In response, Cintamani removed all administrators of the facebook pages, including Lee on 28 March 2012.<sup>[note: 2]</sup> He says that he wanted to prevent further disruption to the events' social media online platforms. MFW 2012 was to be held in April/May 2012. Lee denies that he was the person behind the hacking.

12 On 4 April 2012, Lee sent an email to Cintamani requesting for his administrative rights to be restored to both facebook pages. On the same day, Cintamani replied by email offering to handover the facebook pages to Lee so that the parties could part amicably. The handover was to take place only after Cintamani transferred the contents of Fide Media to a new page. Still on 4 April 2012 Cintamani sent another email and added that he would resign as an administrator of the facebook pages and would start a new facebook page. Lee responded with an email on the same day urging Cintamani to reinstate Lee's administrative privileges immediately. Cintamani replied with a long email on the state of their working relationship but referred to his earlier email on his proposal to Lee. On 5 April 2012 Lee requested for a specific date for the handover of the facebook pages. Cintamani replied on the same day and made it clear that he wanted the matter to go through his lawyers. Lee then replied stating that he did not think it was necessary for lawyers to handle the handover process. Cintamani responded, still on 5 April 2012, insisting that he wanted his lawyers to handle the matter. Lee then sent an email on 6 April 2012 asking for the contact details of Cintamani's lawyers. Cintamani reverted on the same day with the contact details. On 7 April 2012 Cintamani sent an email asking who would be Lee's lawyers. He stated that there were terms that must be agreed and must be clearly written out prior to a handover. On 13 April 2012, Lee's lawyers wrote to Cintamani's lawyers requesting for a draft agreement in respect of handover of the facebook pages.<sup>[note: 3]</sup> Cintamani's lawyers did not revert with any draft agreements.

13 The present status of the two facebook pages is that they are "unpublished". This means that the pages cannot be accessed, except by the administrators.

## **What is Lee's case?**

14 Lee's case is that as he was the one who set up the two facebook pages, he is the owner and administrator of the said pages. As Cintamani was added by him as an administrator, Cintamani has no right to remove him as an administrator. Lee also says that Cintamani had agreed, by virtue of the above email exchange, to give up full control of the facebook pages and recognise Lee as the proprietor/owner/administrator of the facebook pages.<sup>[note: 4]</sup>

15 Lee accordingly claims in this action for a declaration that:

- a He is the owner/sole administrator of the MFW and WFW facebook pages; and
- b Cintamani reinstates both the facebook pages to Lee and relinquishes all rights and control of these pages to Lee.

16 Lee also claims for damages of \$250,000.<sup>[note: 5]</sup>

## Issues

17 Cintamani's contention is that Lee has not shown that he has proprietary rights to the facebook pages. Cintamani says that in any event there was no agreement to hand over the pages. Moreover, Lee has also not shown any proper causes of action which would allow him the declarative or injunctive relief.

18 The issues are therefore as follows:

- a What is the nature of the rights that Lee has over the facebook pages?
- b Was there an agreement between Lee and Cintamani in regard to the facebook pages after the removal of Lee as page administrator?
- c Are the causes of action advanced by Lee valid?
- d What are the damages suffered by Lee?

## Who owns the facebook pages?

19 Lee's case is that as he was the one who set up the two facebook pages, he is the owner and administrator of the said pages. Lee pointed to the fact that he was the first administrator of the facebook pages.<sup>[note: 6]</sup> He relies on his contention that he had uploaded Senatus's content onto the facebook pages. Lee also says that he was the one who created the unique identifiers "mfwaisa" and "wfwasia". He appears to rely on this as well in support of his case for ownership of the facebook pages.<sup>[note: 7]</sup>

20 What exactly is a facebook page? According to Facebook Inc., a facebook page is for business, organisations and brands to share their stories and connect with people. The facebook page can be customised by adding apps, posting stories, hosting events. Other people can get updates in "news feeds".<sup>[note: 8]</sup> Facebook pages can be created by an individual from a personal account. Facebook stipulates that only the official representative of an organisation, business or brand is permitted to create a facebook page.

21 What is apparent is that Facebook Inc. alone determines the rules and policies in respect of the operation of facebook pages. Facebook users are obviously subject to these rules and policies, which can be changed at will by Facebook Inc.

22 The person who creates a facebook page has to first signify his agreement<sup>[note: 9]</sup> to the Facebook Pages Terms ("Terms"). Under the Terms, Facebook Inc. reserves the right to reject or remove facebook pages for any reason.<sup>[note: 10]</sup> It is also stated that only authorised representatives may administer a facebook page for a brand, entity of public figure.<sup>[note: 11]</sup> The Terms are subject to change by Facebook Inc. at any time.<sup>[note: 12]</sup>

23 Facebook Inc. requires all users to agree to a Statement of Rights and Responsibility ("Statement").<sup>[note: 13]</sup> Under the Statement, users own the content and information posted on facebook.<sup>[note: 14]</sup>

24 Therefore Facebook Inc. owns the facebook pages; whereas the users own the content and information they post on facebook. Facebook Inc. has the power to remove facebook pages for any reason. This is a right consistent with ownership. Facebook Inc. does not claim ownership of content loaded onto facebook. The content of a facebook page is uploaded by users and the users retain the ownership of the content (subject of course to intellectual property rights vis a vis third parties). A representative of Facebook Inc. confirmed the above position in an email dated 6 August 2013 to Cintamani.<sup>[note: 15]</sup>

25 Setting up the facebook pages therefore did not confer ownership of the pages on Lee. Facebook Inc. has made this clear in the Terms. This stands to reason as well. There is no commercial sense in Facebook Inc. giving up ownership of facebook pages and accounts.

26 In regard to the contents of the two facebook pages, there is a dispute in respect of who uploaded contents onto the two facebook pages. The contents were in the main, photographs and videos taken at the two events. Most of them were shots of models on catwalks showcasing clothes of various designers. There were also snapshots of guests at the various activities at the events. Lee's contention is that the contents on the facebook pages were uploaded from the contents of Senatus.<sup>[note: 16]</sup> Lee exhibited these contents from Senatus in the form of numerous colour printouts of Senatus' website.<sup>[note: 17]</sup> Lee submits that there is no direct evidence that he had uploaded the contents only because he has no access now to the two facebook pages. Lee also referred to videos of the events disclosed by Cintamani and says that in fact those videos belonged to Senatus. Lee produced an invoice dated 19 Oct 2011 from Marina Bay Sands ("MBS") to show that Senatus paid for videography services of the events provided by MBS.<sup>[note: 18]</sup>

27 Cintamani on the other hand, does not admit that the contents were uploaded by Lee. He says that what Lee had done was to post links on the two facebook pages to the Senatus website displaying Senatus coverage of the MFW and WFW. Senatus was engaged to promote the two events on the social media and had covered the events. Senatus therefore would have the photographs and videos taken at the events.

28 While there is clearly a dispute as to who had uploaded content onto the facebook page, it appears to me that looking at Lee's case, what he is asserting is that Senatus was the owner of the content. He had stated through his counsel at paragraph 64 of Plaintiff's Closing Submissions that he had "*exhibited the contents from Senatus which he uploaded, posted or shared on the MFW and WFW Facebook pages*". He had also produced evidence that Senatus had paid for the videography at the events. Lee seemed to have conflated the corporate entity of Senatus in which he is a director, with himself as the plaintiff in this action.

29 However, the dispute as to whose content was uploaded is not relevant to the question at hand, which is the ownership of the facebook pages. As discussed above, the ownership of content is a different question from ownership of the pages. Lee is claiming ownership of the pages; not ownership of the contents of the pages. However, Facebook Inc. owns the pages. Uploading of content did not confer ownership of the facebook pages on the entity uploading the content. In fact Facebook Inc. takes the unequivocal position that whilst they own the facebook pages, the users own the content which the users have uploaded onto the pages. Lee's assertion that he had uploaded the contents therefore does not advance his case that he owns the facebook pages.

### **What is the nature of Lee's interest in the facebook pages?**

30 If Lee did not own the facebook pages, what then is the nature of his interest in the pages? Does Lee have any proprietary interest in the two facebook pages?

31 It may be useful to look at what constitutes a proprietary right in law. A proprietary right has the features of being

a definable,

b identifiable by third parties,

c capable in its nature of assumption by third parties and

d have some degree of permanence or stability.

These characteristics must exist before a right or an interest can become a right affecting property: *National Provincial Bank Ltd v Ainsworth* [1965] AC 1175 at 1248.<sup>[note: 19]</sup>

32 Following from the above, as Facebook Inc. owns the facebook pages, Lee would not be able to assign any alleged right to the pages to a third party. The alleged right cannot be said to be permanent for the same reason, as Facebook Inc., as owner of the pages, could shut down the two facebook pages at will. What is perhaps a more fundamental hurdle is that Lee is not able to define the right he is asserting. It is not a right that is identifiable by a third party.

33 The right that Lee has in mind over the facebook pages is in fact a collection of administrative rights. As seen, these are rights given under the Terms to users who are administrators. Lee was an administrator. An administrator is able to perform many functions, these include,<sup>[note: 20]</sup>

a editing the pages,

b adding apps,

c creating posts,

d responding to and deleting comments,

e sending messages at the pages,

f creating advertisements at the pages,

g view "insights" at the pages

34 It is important to bear in mind that these are "rights" conferred on users by Facebook Inc. The administrative rights are in fact privileges accorded to users by Facebook Inc. They are therefore not rights in the strict sense of the word. More appropriately, what Lee is laying claim to are in fact administrative privileges. They can be withdrawn anytime by Facebook Inc. They are certainly not proprietary in nature and are not capable of forming the subject matter of a claim.

35 A further difficulty that Lee faces is that he was not the sole administrator, although he was the first. There was more than one administrator to the two facebook pages. Lee himself added Cintamani as an administrator. Whilst Lee has stated that the reason why he had added Cintamani was to make it convenient for Cintamani to update the facebook pages, it did not change the fact that Lee was not the sole administrator. As one amongst a handful of administrators it is difficult for Lee to assert that he alone had any form of proprietary right to the exclusion of others, stemming from him being an administrator.

36 Lee cannot be said to have any proprietary right to the facebook pages. While he had administrative privileges given by Facebook Inc. to carry out a variety of functions in respect of the facebook pages, these privileges did not amount to a proprietary right in law.

37 Another problem faced by Lee is that he is no longer the authorized representative of MFW and WFW. As alluded to above, under Facebook Inc.'s Terms, only authorised representatives may administer a facebook page for a brand, entity or public figure.<sup>[note: 21]</sup> It is not disputed that the facebook pages in question were the official pages for MFW and WFW. Lee is no longer the authorised representative of the events. He has not been involved with the two events since 2012. On the other hand, the ownership of both the events remain with Cintamani or entities associated with him. Lee would therefore not be in a

position to administer the facebook pages relating to MFW and WFW. The suite of administrator's rights goes with the status of being an administrator of a page. This itself poses a hurdle to Lee's claim to be the owner/sole administrator of the facebook pages.

38 The use of social media by businesses featured in the English High Court case of *Whitmar Publications Ltd v Gamage & Ors* [2013] EWHC 181 (CH) ("*Whitmar*"). The case concerns another recent digital phenomenon, LinkedIn. LinkedIn is touted as the Facebook for professionals. It is a social networking website allowing professionals and business people to connect. In *Whitmar*, the former employees of a company were using the company's LinkedIn accounts to promote a new competing business which they had set up. One of them was responsible for managing the LinkedIn accounts when she was in employment with the company. She claimed that the LinkedIn accounts were personal to her. The former employees refused to release the log-in details for the accounts after leaving the company. The company sought an injunction to prevent them from using the accounts and for the return of control of the accounts. It was observed (at [42]) by the court that the accounts operated for the company's benefit and promoted its business. The court granted the injunction.

39 Lee appears to have rested his entire case on his ownership of the facebook pages "vis a vis all third parties"<sup>[note: 22]</sup>. Lee's case is also based on Cintamani recognising him as the rightful proprietor/owner/administrator of the facebook pages.<sup>[note: 23]</sup> To this extent, Lee's case fails in view of my finding that he possessed no proprietary rights over the facebook pages. It is also plain that he is not the owner of the pages.

40 What Lee possessed were administrative privileges given to him by Facebook Inc. to carry out a variety of functions in respect of the facebook pages. These privileges did not amount to a proprietary right in law. They are privileges conferred by Facebook Inc. and which can be withdrawn at any time by them.

### **Was there any agreement to hand over control of the facebook pages?**

41 It is Lee's case that Cintamani had agreed to relinquish all rights and control of the facebook pages to him and to recognise Lee as the proprietor/owner/administrator of the facebook pages.<sup>[note: 24]</sup> Lee says that Cintamani had agreed to do so by virtue of the email exchange described above. Putting aside for the moment the issue of whether Lee owns the facebook pages or whether he has any proprietary rights over them; and assuming that Lee is claiming for some personal rights of control over the facebook pages, the question arises as to whether there was such an agreement to hand over control of the facebook pages.

42 The evidence of the emails shows that Cintamani wanted the parties to agree on terms to be written and negotiated through lawyers. In particular the email from Cintamani to Lee dated 7 April 2012, stated in no uncertain language that there should be legal representation, that terms have to be agreed and that terms must be clearly written out:<sup>[note: 25]</sup>

*"Please let me know who will be acting as your legal representative for my offer to give you control of the MFW Facebook Page. There are terms that must be agreed and must be clearly written out prior to a handover. I am not prepared to do anything further without a clear, concise and explicit understanding. It appears now that we should have done this from the onset of our association"*

43 Cintamani clearly had not agreed to any terms. Cintamani's had indicated several times in earlier emails that he wanted lawyers involved. Lee was well aware of this and in an email of 6 April 2012 had asked for the contact of Cintamani's lawyers.<sup>[note: 26]</sup>

44 The objective evidence of the emails contained several indications that the parties had not intended to be contractually bound until a formal agreement was negotiated and signed. Cintamani had stated in the emails that there were terms to be agreed. He had also wanted them to be "clearly written out".<sup>[note: 27]</sup> Plainly, he had no intention to be bound without a written agreement. It is also evident that not all terms had been discussed and agreed. Cintamani had stated that "there are terms that must be agreed".<sup>[note: 28]</sup> What is clear therefore is that the email exchange did not constitute any agreement between the parties. Whether there is a binding contract between the parties should be determine by considering all the circumstances: *Norwest Holdings Pte Ltd v Newport Mining Ltd* [2011] 4 SLR 617 at [24].

45 Whatever might have been one party's intentions, the test for ascertaining the parties' intention is an objective one: *Rudhra Minerals Pte Ltd v MRI Trading Pte Ltd (formerly known as CWT Integrated Services Pte Ltd)* [2013] 4 SLR 1023 at [22]. Whatever might have been Lee's intentions, the language used by Lee in his emails has to be construed in the sense in which it would reasonably be understood by Cintamani. In the emails seen above, Cintamani had evinced his understanding that there would no agreement without lawyers been involved; and the exact terms written out. Lee was in fact aware of Cintamani's understanding as he had in his email of 6 April 2012 asked Cintamani who his lawyer was in respect of the agreement between them.<sup>[note: 29]</sup>

46 The parties' intention ascertained from the objective evidence is that they were not to be bound by the email exchange alone.

47 Even if an agreement had arisen from the email exchange, Lee is not able to show that he furnished any consideration for any agreement to hand over the facebook pages to him. He is not able to point to any detriment that he would suffer; or benefit that Cintamani would receive.

48 Therefore, Lee's case that there was an agreement between him and Cintamani to relinquish all rights and control of the facebook pages to him and to recognise Lee as the proprietor/owner/administrator of the facebook pages is not made out.

### **Are the declarative reliefs proper subject matter of a claim?**

49 The next issue concerns the causes of action put forth by Lee. Lee seeks a declaration that:

- a He is the owner/sole administrator of the MFW and WFW facebook pages; and
- b That Cintamani reinstates both the facebook pages to Lee and relinquishes all rights and control of these pages to Lee.

50 Lee also claims for damages of \$250,000.<sup>[note: 30]</sup>

51 The nature of the remedies and reliefs under the claim for declaration has to be examined. In regard to the claim for declarative relief, Lee seeks a declaration that he is the owner/sole administrator of the MFW and WFW facebook pages. The difficulty here is that as discussed above, Facebook Inc. is the owner of all facebook pages. There is no basis for the court to declare Lee the owner of the facebook pages in question. There is certainly no reason offered by Lee why the court should declare him the owner of the pages, in place of Facebook Inc. A declaration that Lee is the owner of the facebook pages is clearly not a proper subject matter of an action between him and Cintamani.

52 As regards the request to declare Lee as sole administrator, as discussed, Lee has never been the sole administrator of the facebook pages, although he was the first. There was more than one administrator to the two facebook pages. Lee himself added Cintamani as an administrator. Whatever the reason for adding Cintamani, it did not change the fact that Lee was not the sole administrator. Lee has not given any reason why he should now be declared the sole administrator, when he had never been one. Further, the matter of who are the administrators and whether any person should be a sole administrator is between Facebook Inc. and the users of the facebook page concerned. It is not a matter to be decided just between the users themselves. It cannot form the subject matter of a claim between two users.

53 The other prayer is for a declaration that Cintamani "relinquishes all rights and control" of the facebook pages to Lee. The difficulty here is that as discussed, these "rights" conferred on users by Facebook Inc. are in fact privileges accorded to users by Facebook Inc. They are in effect administrative privileges. They can be withdrawn anytime by Facebook Inc. They are not rights that Cintamani can transfer or assign to Lee. They are not a matter between the parties. These privileges are a matter between Facebook Inc. and the users. They cannot form the subject matter of a claim for a declaration amounting to the transfer of these privileges from Cintamani to Lee.

54 It follows from the above that the declarative reliefs are not proper subject matter of a claim between Lee and Cintamani.

## **Did Lee suffer any loss and damage?**

55 In view of my findings above, the issue of the damages does not arise. However for completeness, I deal now with the question of damages. The amount of damages claimed by Lee is in the sum of \$250,000. This happens to be the limit of the District Court jurisdiction. The question is, what are the damages suffered by Lee?

56 Firstly Lee has not shown that the contents of the facebook page belonged to him. He has given evidence that the contents posted on the pages were also posted on Senatus' website.<sup>[note: 31]</sup> He has also given evidence of Senatus paying MBS for the videos taken at the MFW and WFW. In fact, as discussed above, his case appears to be that Senatus owned the contents that were uploaded onto the facebook pages.<sup>[note: 32]</sup> However, there is no evidence given that Lee himself owned the contents that were uploaded onto the facebook pages.

57 Lee adduces evidence of his hourly rate and the number of hours he had spent managing the facebook pages. However, the difficulty faced by Lee here is that it is not his case that he would be paid in the first place for managing the facebook pages. As discussed above, the arrangement was based on mutuality of interest. Senatus and Lee derived benefit from the publicity received by their involvement in the MFW and WFW.<sup>[note: 33]</sup> Therefore, even if Lee was found to have been wrongfully deprived of administrative rights and control over the facebook pages, there would be no monetary loss suffered by him. Lee's hourly rate and number of hours spent in administering the pages is not a measure of any purported loss and damage.

58 Lee has also not established the value of the facebook pages. Lee called an expert, Ms Patricia Law to prove the quantum of his loss and damage. Ms Patricia Law gave an estimated cost of the effort and resources expended by Lee on creating and maintaining the facebook pages. This is in fact the value of Lee's work done on the facebook pages. However, there is a distinction between the value of work done and the value of the facebook pages. It does not follow that the value of work done would be the value of the facebook pages.

59 In fact Ms Patricia Law herself was candid that she was not able to give a value to the facebook pages.<sup>[note: 34]</sup> She further suggested that she was not able to ascribe a value on *any* facebook pages.<sup>[note: 35]</sup> There is therefore no cogent evidence adduced on the value of the facebook pages as a measure of loss and damage to Lee.

60 The burden of proving the quantum of any loss and damage remains with Lee. He has not discharged this burden. In the premises, even if Cintamani is found liable, Lee has failed to prove he suffered any loss and damage.

## **Conclusion**

61 Lee does not own the facebook pages. He has no proprietary interest in them. What he had were administrative rights given to him by Facebook Inc. to manage the facebook pages. However, Lee was not the only administrator conferred the privilege to administer the pages in question. There were other administrators properly allotted at the material time.

62 The rights to and control over the facebook pages is the purview of Facebook Inc. Lee has not specified the exact nature of the interest in the facebook pages that he says he has, that would properly form the subject matter of a claim against Cintamani. In any event, I find that there was no agreement between the parties as alleged by Lee, for Cintamani to relinquish all rights and control of the facebook pages to Lee and to recognise Lee as the proprietor/owner/administrator of the facebook pages. Finally, I find that Lee has not proven that he has suffered any loss and damage.

63 I accordingly find that Lee has failed to prove his claim. The claim is hereby dismissed. I will hear parties on costs.

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[note: 1]See 3AB42

[note: 2]See email sent out by Cintamani at PBA 97.

[note: 3]See 1AB23,24,26,29,30,32,33,34,41,46, and 1AB52.

[note: 4]Paragraphs 8 & 9 of Summary of Plaintiff's Closing Submissions dated 7.2.14



[note: 5]See statement of claim amendment no. 4 (SOC), paragraph 24; and paragraph 77 of plaintiff's closing submissions (PCS).

[note: 6]See SOC para 9.

[note: 7]See paragraphs 8 & 9 of SOC.

[note: 8]See 3AB36

[note: 9]See 3AB38

[note: 10]See 3AB34

[note: 11]See 3AB33

[note: 12]See 3AB34

[note: 13]A copy of the Statement of Rights and Responsibility is found at 3AB47 to 52.

[note: 14]See 3AB42

[note: 15]See D1

[note: 16]See paragraph 64 of PCS.

[note: 17]At 1AB128 – 492.

[note: 18]See paragraph 63 and 64 PCS.

[note: 19]See also *Toh Eng Lan v Foong Fook Yue and another appeal* [1998] 3 SLR(R) 833 at [28]

[note: 20]See 3AB42.

[note: 21]See 3AB33

[note: 22]See paragraph 5 of the Summary of Plaintiff's Closing Submissions dated 7.2.14.

[note: 23]See paragraph 8 of the Summary of Plaintiff's Closing Submissions dated 7.2.14.

[note: 24]Paragraphs 8 & 9 of Summary of Plaintiff's Closing Submissions dated 7.2.14.

[note: 25]See 1AB52.

[note: 26]See 1AB46.

[note: 27]See 1AB52.

[note: 28]See 1AB52.

[note: 29]1AB46

[note: 30]See statement of claim amendment no. 4 (SOC), paragraph 24; and paragraph 77 of plaintiff's closing submissions (PCS).

[note: 31]Plaintiff's AEIC at [79] & [80]

[note: 32]See paragraph 64 of PCS; 1AB128 – 492; and paragraphs 63 and 64 PCS.

[note: 33]T 16 Oct 2013 p78 lines 17 to 24; p126 to 127

[note: 34]T 16 Oct 2013 p144 lines 22 to 31

[note: 35]T 16 Oct 2013 p145 lines 1 to 21

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