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DISTRICT JUDGE GEORGINA LUM

21 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 33

District Court Originating Claim No 262 of 2022

Between

HVS Properties Private
Limited

... Claimant

And

Vinod Eashwar

... Defendant

Counterclaim by Defendant

Between

Vinod Eashwar

... Claimant/Defendant in Counterclaim

And

(1) HVS Properties Private
Limited

- (2) Sunil Kishinchand
Bhojwani
- (3) Win Phyu Shwe
- (4) Mahmood Gaznavi s/o
Bashir Muhammad

... Defendants in Counterclaim

JUDGMENT

[Landlord and Tenant — Breach of contract]
[Landlord and Tenant — Covenant for quiet enjoyment]
[Tort — Conspiracy]
[Tort — Inducement of breach of contract]

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HVS Properties Private Limited

v

Vinod Eashwar

[2026] SGDC 33

District Court Originating Claim No 262 of 2022
District Judge Georgina Lum
14 January, 7, 8 April, 10 June 2025

21 January 2026

Judgment reserved.

District Judge Georgina Lum:

Background

1 The present dispute started as a claim commenced by the Claimant, HVS Properties Pte Ltd previously known as Sunrita Pte Ltd (hereinafter to be referred to as “HVS” and “Sunrita”) against the Defendant, Mr Vinod Eashwar (“Mr Eashwar”), for breach of a tenancy agreement entered into in October 2020¹ with respect to a property located at Block 201 Tanjong Rhu Road (hereinafter to be referred to as the “2020 Tenancy Agreement” and the “Property”).

2 In the Claim², HVS is claiming for *inter alia* rental allegedly owing for the months of April and May 2022, a declaration that the 2020 Tenancy

¹ Agreed Bundle of Documents Volume 1 (“1 ABD”) at 275 to 279

² 1 ABD 4 to 27

Agreement had been determined on 10 June 2022 or 13 June 2022 via a written notice to vacate issued on 10 June 2022 (“Notice to Vacate”) ³, a declaration that Mr Eashwar is a trespasser with effect from 10 June 2022 or 13 June 2022, double rent from 10 June 2022 or 13 June 2022 until the date of handing over of the Property by Mr Eashwar to HVS, interests on all unpaid rent and costs.

3 It is the Claimant’s case⁴ that:

- (a) Mr Kishinchand Tiloomal Bhojwani (“Mr KT Bhojwani”) is the sole beneficial owner of the Property who had purchased and paid for the Property in 1996;
- (b) The legal owner of the Property is Mdm Rita Kishinchand Bhojwani (“Mdm Rita”) who is the daughter of Mr KT Bhojwani;
- (c) Mdm Rita holds the Property as a bare trustee for and on behalf of her father, Mr KT Bhojwani, but had never owned the Property;
- (d) On 7 July 2012, by way of a letter of appointment, HVS was appointed as the party with powers to rent out and deal with all aspects of the Property (“Letter of Appointment”);
- (e) Mr Eashwar has been a tenant of the Property since 2014 under various tenancy agreements;
- (f) Mr Eashwar had entered into the 2020 Tenancy Agreement with HVS, not Mdm Rita;

³ Agreed Bundle of Documents Volume 4 (“4 ABD”) at 484 to 485

⁴ Statement of Claim filed herein (“SOC”) at [3] to [21] and [4] to [12] and [21] to [55] (in particular [37] of the Claimant and 1st to 3rd Defendants’ in Counterclaim Closing Submissions (“CCS”)

- (g) In breach of the 2020 Tenancy Agreement, Mr Eashwar owes the Claimant S\$8000 in rental arrears for the months of April and May 2022;
- (h) A letter of demand was issued on 7 June 2022 seeking payment of the outstanding rent;
- (i) In breach of the 2020 Tenancy Agreement, Mr Eashwar had refused to make payment to HVS and evinced an intention no longer to be bound by the 2020 Tenancy Agreement;
- (j) The Notice to Vacate was issued on 10 June 2022 accepting Mr Eashwar's repudiatory breach of the 2020 Tenancy Agreement and informing him to vacate the Property by 13 June 2022;
- (k) Mr Eashwar had failed to vacate the Property by 13 June 2023 as demanded under the Notice to Vacate by HVS; and
- (l) Mr Eashwar had only vacated the Property on 4 July 2022⁵.

4 Save for his acceptance that Mdm Rita is the legal owner of the Property⁶, Mr Eashwar refutes the position taken above by HVS and avers that⁷:

- (a) the 2020 Tenancy Agreement was entered into by himself on one hand, and by HVS (on behalf of Mdm Rita) on the other;
- (b) Mdm Rita is the landlord under the 2020 Tenancy Agreement, not HVS; and

⁵ [50] of the CCS

⁶ Statement of Claim ("SOC") at [6] admitted at Defence and Counterclaim ("D&CC") at [6]

⁷ Defence filed herein at [9]

(c) Mr Eashwar had conducted himself on the basis that HVS was at all material times simply acting on behalf of Mdm Rita.

5 Mr Eashwar further avers⁸ that:

(a) In 2022, communications were simultaneously being made to Mr Eashwar by *inter alia* HVS, Mdm Rita’s brother, Mr Sunil Kishinchand Bhojwani (“Mr Sunil”) and Mr Mahmood Gaznavi (“Mr Gaznavi”) as a solicitor from Messrs Mahmood Gaznavi Chambers (acting on behalf of Mr KT Bhojwani and/or HVS) (“MGC”) on one hand and Mdm Rita’s solicitors, M/s Whither KhattarWong LLP (“KW”) on the other with all parties asserting that they represented his landlord under the Tenancy Agreement;

(b) On 27 April 2022, by way of a letter from Mdm Rita’s solicitors addressed to Mr Eashwar⁹, “in order to avoid any further confusion or doubt in respect of (Mr Eashwar’s) obligations as a tenant residing at (the Property)”, Mdm Rita had proposed that:

(i) Mdm Rita and Mr Eashwar enter into “a new tenancy agreement...in respect of (Mr Eashwar’s) remaining lease from May 2022 to October 2022”; and

(ii) After the signing of the new tenancy agreement, (Mdm Rita) would agree “to release (him) from any and all obligations which may arise from the (2020 Tenancy Agreement) and provide an indemnity to protect (Mr Eashwar’s) interests”.

⁸ Defence filed herein at [14] and [21]

⁹ 5 ABD 407

(c) On 29 April 2022, he “agreed to the proposal” and had entered into a tenancy agreement with Mdm Rita for the period from May to October 2022 (the “2022 Tenancy Agreement”)¹⁰; and

(d) In a letter dated 9 June 2022 from his solicitors to MGC¹¹, Mr Eashwar had taken the position that:

(i) the 2020 Tenancy Agreement clearly reflected that Mdm Rita is the landlord of the Property;

(ii) the 2020 Tenancy Agreement was entered into between Mdm Rita and himself; and

(iii) any issues arising in connection with the Property have been placed before the Court in separate proceedings *vide* HC/OC 31/2022 (“HC/OC 31”), and any relief which HVS intended to seek should have been sought by way of HC/OC 31.

6 In summary, in response to the Claim, Mr Eashwar takes the position that HVS is not entitled to advance the present Claim against him as it has at all material times only been acting on behalf of Mdm Rita under the 2020 Tenancy Agreement, that the rent for the months of April and May 2022 had been duly paid by him to Mdm Rita, that he had not committed a repudiatory breach of the 2020 Tenancy Agreement as alleged by the Claimant in the Notice to Vacate and that he had vacated the Property on 4 July 2022¹².

7 Mr Eashwar has also filed a Counterclaim against:

¹⁰ 4 ABD 475

¹¹ Agreed Bundle of Documents Volume 5 (“5 ABD”) at 410 to 411

¹² [14(bb)] and [14(cc)] of the Defence filed herein

- (a) HVS as the 1st Defendant in the Counterclaim;
- (b) Mr Sunil who is the brother of Mdm Rita and a director of HVS until 13 August 2021¹³ as the 2nd Defendant in the Counterclaim;
- (c) Ms Win Phyu Shwe (“Ms Win”) who is purportedly a business partner of the Mr Sunil and a director in HVS as the 3rd Defendant in the Counterclaim; and
- (d) Mr Gaznavi who is a solicitor who acted for HVS, Mr Sunil and/or Ms Win in various court proceedings as the 4th Defendant in the Counterclaim.

(Hereinafter to be collectively referred to as the “Defendants in Counterclaim” where necessary)

8 In the Counterclaim, Mr Eashwar takes the position that:

- (a) through a series of conduct from in or around August 2021 to July 2022, the Defendants in Counterclaim had wrongfully induced and procured Mr Eashwar to make payment of rent for the Property to third parties in breach of the 2020 Tenancy Agreement resulting in:
 - (i) him making payment of rent from August 2021 to March 2022 to third parties (who are not entitled to payment); and
 - (ii) being exposed to liability from Mdm Rita amounting to the sum of S\$32,000¹⁴;

¹³ Agreed Bundle of Documents Vol 4 (“4ABD”) at 577 and 578

¹⁴ [3] to [25] of the Defence filed herein and [3] to [6] of the Counterclaim filed herein

(b) In the period from 5 January 2022 to 25 June 2022, the Defendants in Counterclaim had unlawfully interfered with Mr Eashwar's quiet enjoyment of the Property and caused Mr Eashwar harassment, alarm and/or distress in order to strongarm him into¹⁵:

- (i) paying rent to third parties not provided for under the 2020 Tenancy Agreement; and/or
- (ii) moving out of the Property in the event that he refused to comply with their demands;

(c) As a result of their unlawful interference with his quiet enjoyment and/or harassment, Mr Eashwar had vacated the Property on 4 July 2022, had to make arrangements to move into another Property during the term of the 2020 Tenancy Agreement (and/or the 2022 Tenancy Agreement) and suffered loss in the form of¹⁶:

- (i) The aggregate sum of S\$7,600 - being the additional S\$1900 in rent that he had to incur in the period from July to October 2022 after moving into a new property;
- (ii) S\$8,000 being the security deposit under the 2020 Tenancy Agreement that had not been paid to him; and
- (iii) Damages to be assessed; and

(d) The Defendants in Counterclaim had reached an agreement and acted in concert to carry out a series of wrongful acts with the intention to cause injury to Mr Eashwar by lawful and/or unlawful means¹⁷.

¹⁵ [3] to [25] of the Defence filed herein and [8] to [12] of the Counterclaim filed herein

¹⁶ [12] of the Counterclaim filed herein

¹⁷ [13] to [16] of the Counterclaim

9 The Defendants in Counterclaim dispute the Counterclaim in its entirety.

10 At this juncture, it is appropriate to highlight that there have been and are multiple legal disputes within the Bhojwani family some of which form the backdrop against which the present dispute arose that I will now refer to below.

(a) In January 2014, Mdm Rita had taken a mortgage over the Property to secure a credit facility extended to her son’s company, Specialist Cars Pte Ltd (“Specialist Cars”). Mr KT Bhojwani had taken issue with the mortgage and commenced HC/S 186/2024 against Mdm Rita, her son and Specialist Cars. This action was settled in March 2014 by way of a settlement agreement (“the 2014 Settlement Agreement”).

(b) In 2022, Mdm Rita commenced HC/OC 31 against HVS and Mr Sunil. In HC/OC 31, Mdm Rita takes the position¹⁸ *inter alia* that:

(i) On 7 July 2012, she had appointed HVS as her agent to collect the rental proceeds from the Property on her behalf and where necessary use such proceeds in respect of the maintenance of the Property and that HVS had entered into the 2020 Tenancy Agreement on her behalf;

(ii) The rental proceeds from Mr Eashwar were to be paid into a bank account with the United Overseas Bank and applied towards the servicing of a term loan secured against the Property;

(iii) From 15 August 2021 to March 2022, HVS and Mr Sunil had collected rent amounting to the sum of S\$32,000 from Mr

¹⁸ 4 ABD at 553 to 576

Eashwar instead of remitting the monthly rent into the abovementioned bank account;

(iv) From August 2021, HVS (under the control of Mr Sunil) had stopped making monthly payments for the term loan against the Property; and

(v) She is entitled to *inter alia* payment from HVS and Mr Sunil for the sum of S\$32,000 they had purportedly received as rent from the Property.

(c) HVS takes the position in HC/OC 31 that¹⁹:

(i) The beneficial owner of the Property is Mr KT Bhojwani or in the alternative HVS;

(ii) Mdm Rita holds the Property as bare trustee for Mr KT Bhojwani or alternatively HVS;

(iii) The term loan was taken out for the benefit of Mr KT Bhojwani or alternatively HVS and secured against the Property;

(iv) The appointment of HVS on 7 July 2012 was to represent to the tenant of the Property at the material time (Mr Manjunath Viswanath Rao) that HVS would deal with the tenant despite the Property being in the name of Mdm Rita and to give the tenant comfort when making payment to HVS instead of Mdm Rita who appeared on record as the legal owner of the Property;

(v) HVS did not enter into the 2020 Tenancy Agreement on behalf of Mdm Rita as Mdm Rita held the Property on trust for

¹⁹ 4 ABD 577 to 642

Mr KT Bhojwani or in the alternative HVS as the beneficial owner of the Property;

(vi) In April 2022, Mdm Rita had procured the tenant of the Property (being Mr Eashwar) to pay rent of the Property to her instead of HVS and/or Mr KT Bhojwani;

(vii) Any non-payment of the term loan would be adverse to Mr KT Bhojwani and/or HVS as the beneficial owner of the Property;

(viii) The rental proceeds from the Property accrue to Mr KT Bhojwani or alternatively HVS as the beneficial owner of the Property; and

(ix) Mdm Rita is not entitled to any or all of the rental proceeds from the Property.

(d) In HC/OC 31, HVS and Mr Sunil had previously taken out striking out applications which were dismissed²⁰ on the basis that “while there is evidence in support of (their) position that (Mr KT Bhojwani) is the beneficial owner of (the Property), it is not plain and obvious that (Mdm Rita’s) position that she is the beneficial owner is factually unsustainable”.

(e) It should be noted that:

(i) the dismissal of HVS and Mr Sunil’s applications to strike out Mdm Rita’s claim in HC/OC 31 was upheld on appeal²¹; and

²⁰ Tab 3 of Defendant’s Bundle of Documents (“DBD”)

²¹ Ta

(ii) No judgment or determination has been made by the High Court with respect to the claims or defences raised in HC/OC 31 as the matter is still pending.

(f) In 2023, Mr Sunil (on behalf of his father Mr KT Bhojwani) commenced HC/OC 675/2023²² against Mdm Rita and her son (“HC/OC 675”). In HC/OC 675, Mr KT Bhojwani is claiming *inter alia* that Mdm Rita held the Property as the registered legal owner on trust for Mr KT Bhojwani, that in breach of the trust and her fiduciary duties Mdm Rita had “collected rent from the tenant of the Property for 4 months from April 2022”²³ and that Mdm Rita had breached the 2014 Settlement Agreement reached in HC/S 186/2024 as she had *inter alia* “collected rent from the tenant of (the Property) from April 2022 for 4 months”²⁴. In HC/OC 675, Mr KT Bhojwani seeks *inter alia* a declaration that he is the sole absolute beneficial owner of the Property and an order that Mdm Rita accounts to him for the rental monies that she had received from the tenant of the Property in April 2022 being Mr Eashwar.

(g) In HC/OC 675, Mr Sunil had filed applications for permission to appeal from the dismissal of his two summary judgment applications by a Judge of the General Division of the High Court. In the grounds for dismissal issued on 18 February 2025²⁵, both Justice Mavis Chionh Sze Chyi and Justice Kannan Ramesh had expressly found that there is no *prima facie* error in the Judge’s conclusion that there is a triable issue as

²² Statement of Claim (Amendment No. 1) filed in HC/OC 675 marked as Exhibit D1

²³ [39B] of Exhibit D1

²⁴ [44A] to [44J] of Exhibit D1

²⁵ Exhibit D3

to whether Mr KT Bhojwani or his estate was the beneficial owner of the Property in HC/OC 675.

(h) As with HC/OC 31, no judgment or determination has been made by the High Court with respect to the claims or defences raised in HC/OC 675 as the matter is still pending.

11 It is apparent that issues with respect to the beneficial ownership of the Property along with the beneficial right to receive rental under the Property remain alive and pending determination in HC/OC 675 and HC/OC 31. It is against this backdrop, that the present disputes arose.

Issues to be determined

12 With respect to HVS' main Claim, the issues are as follows:

- (a) Issue 1: Is HVS party to and/or the landlord under the 2020 Tenancy Agreement?; and
- (b) Issue 2: In the event that HVS succeeds on Issue 1, whether HVS is entitled to the relief it seeks in the Claim?;

13 With respect to the Counterclaim, the issues before me are as follows:

- (a) Issue 3: Whether the Defendants in the Counterclaim had wrongfully induced Mr Eashwar into making payments of rent in the period from August 2021 to March 2022 to third parties (who are not entitled to payment under the Tenancy Agreement) and exposed him to liability from Mdm Rita amounting to S\$32,000²⁶;

²⁶ CC at [3] to [6]

- (b) Issue 4: Whether the Defendants in Counterclaim have unlawfully interfered with Mr Eashwar’s quiet enjoyment of the Property as a tenant;
- (c) Issue 5: Whether the Defendants in Counterclaim have harassed Mr Eashwar; and
- (d) Issue 6: Whether the Defendants in Counterclaim had agreed and acted in concert to carry out a series of wrongful acts with the intention to cause injury to the Claimant by lawful and/or unlawful means²⁷.

Issue 1: Is HVS party to and/or the landlord under the terms of the 2020 Tenancy Agreement?

14 In support of HVS’ arguments that it is entitled to make the present Claim for breach of the 2020 Tenancy Agreement against Mr Eashwar²⁸, in its pleadings, HVS:

- (a) relies on the Letter of Appointment to assert that HVS was “appointed as the party with powers to rent out and deal with all aspects of” the Property²⁹;
- (b) submits that Mdm Rita was never the owner of the Property with Mr KT Bhojwani being purportedly the sole beneficial owner of the Property at all material times³⁰; and

²⁷ CC at [13] to [17]

²⁸ SOC at [3] to [9] and CCS at [37]

²⁹ SOC at [3] to [5]

³⁰ SOC at [7]

(c) takes the position that in accordance with the “powers under” the Letter of Appointment, HVS is the party who entered into the 2020 Tenancy Agreement with Mr Eashwar, not Mdm Rita³¹.

15 I do not accept the position taken by HVS and elaborate below.

16 Firstly, the terms of the 2020 Tenancy Agreement³² are clear and expressly state that the landlord of the Property was “Sunrita Private Limited – **on behalf of** Mdm Rita Kishinchand Bhojwani” (emphasis added).

17 The principles of contractual interpretation are well established and the starting point is that the court looks to the text that the parties have used: See *Lucky Realty Co Pte Ltd v HSBC Trustee (Singapore) Ltd* [2016] 1 SLR 1069 at [2] cited in *CIFG Special Assets Capital I Ltd (formerly known as Diamond Kendall Ltd) v Ong Puay Koon and others and another appeal* [2018] 1 SLR 170 at [19] and *Leiman, Ricardo v Noble Resource Ltd* [2020] 2 SLR 386 at [59] (“*Leiman v. Nobel*”)

18 The terms of the 2020 Tenancy Agreement are plain and clear in that:

(a) HVS (previously known as Sunrita) is not a party to the 2020 Tenancy Agreement; and

(b) HVS (previously known as Sunrita) had expressly acknowledged that it was entering into the 2020 Tenancy Agreement “on behalf of” Mdm Rita and not in its own capacity.

³¹ SOC at [3] to [9] and CCS at [37]

³² 1 ABD 275 to 279

19 Given the express terms stated within the 2020 Tenancy Agreement and in the absence of any evidence or allegations that Mr Eashwar was aware as at 2020 of any purported trust over the Property, Mr Eashwar’s position that he had entered into the contract with Mdm Rita and dealt with HVS as a commercial entity on behalf of Mdm Rita³³ is reasonable and consistent with the binding and express terms of the agreement he had signed.

20 As such, the text of the primary agreement before the Court - being the 2020 Tenancy Agreement – does not support HVS’ case.

21 Secondly, the Letter of Appointment³⁴ merely records the appointment of HVS as Mdm Rita’s managing agent for the Property.

22 In line with HVS’ pleaded position in HC/OC 31³⁵, the Letter of Appointment is addressed to one Mr Manjunath Viswanath Rao who was the tenant of the Property at the material time. It is clear from the text of the Letter of Appointment that Mdm Rita had only confirmed to Mr Rao that:

- (a) she had appointed HVS (previously known as Sunrita) as her “authorised managing agent to sign the agreement for renting” the Property and “to attend to all the tenancy matters related to the Property in its capacity as a managing agent including “the collection of deposit and monthly rental”;

³³ Notes of Evidence (“NE”), 7 April 2025, 20/13-19

³⁴ 1 ABD 216

³⁵ 4 ABD at 577 to 642 and in particular 608

(b) Mr KT Bhojwani as “the undersigned representative of Sunrita” was the person who was authorised to sign the tenancy agreement at the material time with Mr Rao; and

(c) “she will assume full responsibilities with regards to the tenancy in the event that there is a dispute”.

23 The Letter of Appointment clearly does not:

(a) refer to the 2020 Tenancy Agreement;

(b) state that HVS or Mr KT Bhojwani would be parties to and/or would be entering into tenancy agreements for the Property in their own capacities; and/or

(c) confer upon HVS and/or Mr KT Bhojwani the right to receive the benefit of rent arising from the 2020 Tenancy Agreement in lieu of Mdm Rita.

24 Even if it is accepted that the powers granted to HVS under the Letter of Appointment issued in 2012 extend to the 2020 Tenancy Agreement, the only power conveyed within the Letter of Appointment on HVS are those of a managing agent acting on behalf of Mdm Rita with respect to the Property.

25 Thirdly, HVS has not been proven or shown that Mr KT Bhowani is the beneficial owner of the Property.

26 As highlighted above, the issue of the beneficial ownership of the Property is not before this Court and it is clear that the beneficial ownership in the Property and/or the beneficial rights to rental under the 2020 Tenancy

Agreement is the subject of at least two suits before the High Court which have not been resolved or determined.

27 In the present matter, save for an assertion that the beneficial rights of the Property belong to Mr KT Bhojwani and not Mdm Rita, HVS has not:

- (a) pleaded any particulars as to how and/or when the purported trust arose;
- (b) pleaded any particulars as to the scope and terms of the purported trust between Mr KT Bhojwani and Mdm Rita; and/or
- (c) called any witnesses to give evidence as to the existence of the abovementioned trust, tendered authorities and/or made substantive legal arguments on the existence of any purported trust.

28 There is nothing wrong with the approach taken by HVS above with respect to the trust it alleges exists as the pleaded case advanced by HVS against Mr Eashwar in the present Claim is a purely contractual claim based on the 2020 Tenancy Agreement and not one rooted in the purported trust.

29 This however means that pending any finding in HC/OC 31 and/or HC/OC 675 that Mr KT Bhojwani and/or HVS has an legal interest in the Property, the 2020 Tenancy Agreement and/or the rental proceeds paid by Mr Eashwar with respect to the Property arising from the trust purportedly existing, HVS' assertion that it is a party as a result of a purported trust (which is presently the subject of substantial dispute in separate proceedings) does not support its present contractual claim or advance its case.

30 At [6] and [7] of HVS' closing submissions, HVS referred to [158] of the recent decision of *Rita Kishinchand Bhojwani v HVS Properties Pte Ltd and*

others [2025] SGHC 80 (“*RKB v HVS*”)³⁶ issued in HC/S 848 of 2021 (“HC/S 848”) as “dispel(ling) all myths surrounding the ownership status of the Property”.

31 On a careful reading of *RKB v HVS*, I am not satisfied that the High Court had made a finding or determination with respect to the ownership of the Property or the beneficial interests thereunder in HC/S 848. I elaborate below.

(a) On 25 August 2021, Mdm Rita was evicted from a property owned by HVS located at a development called “Seafront on Meyer” (“the Seafront Property”).

(b) In HC/S 848, Mdm Rita had commenced a claim against HVS and two other defendants claiming that she had a right to remain in the Seafront Property on the basis that *inter alia* she had in reliance on representations purportedly made carried out various acts to her detriment.

(c) At trial, though she had not pleaded the same, Mdm Rita had claimed that one of the acts that she had undertaken to her detriment was the relinquishment of her right to stay in the Property. (See [156] to [159] of *RKB v HVS*)

(d) At [157], the High Court in *RKB v HVS* had observed that “even if (the Court) were to allow (Mdm Rita) to pursue her unpleaded claim that she had relinquished the right to stay in (the Property)”, the evidence that she had presented on this point “still failed to cross the prima facie threshold” which Mdm Rita had to meet given the fact that the

³⁶ Attached as Annex A to CCS

defendants in *RKB v HVS* has submitted that there was no case to answer.

(e) At [158], the Court had stated that:

“As regards the Parkshore Property, the Plaintiff had stated unequivocally in her affidavit in MSS 1791/2006 (referred to at [144] above) that this was held on trust for KTB and that she did not contribute towards its purchase. In short, the Parkshore Property was not hers to begin with. The Plaintiff adduced no countervailing evidence to show why it was her place to dictate who could stay in the Parkshore Property, if this was indeed held on trust for KTB.”

(f) It is clear from the text of [157] and [158] that the ownership of the Property was not a pleaded matter before the Court in *RKB v HVS* and was not a pleaded or material issue on which:

(i) parties had conducted discovery, tendered evidence and/or ventilated with any completeness before the trial in HC/S 184/2021; and/or

(ii) the Court had made a conclusive or final finding;

(g) It is also clear on a careful reading of [157] and [158] that in these said paragraphs the High Court:

(i) had merely observed that:

(A) Mdm Rita had failed to tender sufficient evidence in support of an unpleaded claim she had belatedly raised in HC/S 184/2021;

(B) Mdm Rita had in those circumstances failed to cross the prima facie threshold she had to meet; and

(C) Mdm Rita had taken the position in an affidavit filed in another set of proceedings that she held the Property on Trust for Mr KT Bhojwani and that the Property was not hers to begin with but had adduced no countervailing evidence in HC/S 181/2021 as to why it was her place to dictate who stayed at the Property “if this was indeed held on trust for (Mr KT Bhojwani)”; and

(ii) was not making any finding on the ownership of or any trust held with respect to the Property.

32 As such, in my view:

(a) the beneficial ownership over the Property and/or the beneficial rights to *inter alia* the rental earned with respect to the Property are issues that have not been finally resolved pending the determination of HC/OC 31 and/or HC/OC 675;

(b) the assertions made by HVS in the present Claim that Mr KT Bhojwani is the beneficial owner of Property have not been adequately proven or shown; and

(c) at this juncture, HVS is not able to refer to and/or rely on the existence of a purported trust (that has as yet not been found to exist) as a secondary basis for or in support of its position that HVS is party to the 2020 Tenancy Agreement and/or the party that is entitled to rental under the 2020 Tenancy Agreement and not Mdm Rita.

33 Fourthly, in the present Claim, there is also no evidence before this Court or any submissions made that Mr Eashwar had known of the trust

arrangements (if any) between Mdm Rita, HVS and/or Mr KT Bhojwani as at the date on which the 2020 Tenancy Agreement had been entered into.

34 It is trite law that in interpreting contracts, the court may also have regard to the relevant context as long as the relevant contextual points are clear, obvious and known to both parties: *Zurich Insurance (Singapore) Pte Ltd v B-Gold Interior Design & Construction Pte Ltd* [2008] 3 SLR(R) 1029 at [125], [128] and [129] cited at [59] of *Leiman v Noble*.

35 Mr Eashwar was only a tenant of the Property at all material times and there is no evidence that the purported trust arrangements, agreements and/or the context in which HVS acted on behalf of Mdm Rita in the 2020 Tenancy Agreement was and/or would have been apparent to him in 2020.

36 As such, while HVS may claim that there is an existing trust and/or issues over the beneficial ownership of the Property which disentitles Mdm Rita from claiming rent under the 2020 Tenancy Agreement, pending any material findings which may be made in the final determination of HC/OC 31 and/or HC/OC 675, this is context which does affect the interpretation of contractual rights under the 2020 Tenancy Agreement between HVS and Mr Eashwar as this context was not known to Mr Eashwar.

37 For the avoidance the doubt, I am not making a finding or determination on the beneficial ownership and/or beneficial rights to the rent paid under the 2020 Tenancy Agreement under the purported trust but am merely highlighting that at this juncture and within the confines of its pleaded case filed herein, any rights that HVS claims to have against Mr Eashwar (on behalf of Mr KT Bhojwani or its own benefit) for rent or relief arising from a contractual breach of the 2020 Tenancy Agreement:

(a) can only be found within the contractual terms of and the contractual relationship formed under the 2020 Tenancy Agreement; and

(b) cannot arise from the purported trust, understanding(s) and/or agreement(s) existing (if any) between Mr KT Bhojwani, Mdm Rita and/or HVS which Mr Eashwar is not party to and which have not been finally determined.

38 In my view, if HVS wanted to claim that it is a party to the 2020 Tenancy Agreement as a result of the purported trust, HVS should have either:

(a) commenced this contractual claim against Mr Eashwar after final determinations had been made in favour of Mr Sunil, Mr KT Bhojwani and/or HVS in HC/OC 31 and/or HC/OC 675; and/or

(b) Properly pleaded, tendered evidence, called witnesses and/or made substantive legal arguments with respect to the creation, scope and/or existence of the purported trust before this Court.

39 That has however not been done.

40 Lastly, I do note that in support of its claim HVS has highlighted in its submissions³⁷ that Mr Eashwar had dealt with HVS and not Mdm Rita prior to March 2022. I am not of the view that these submissions support its claim that it has locus standi as a party to the 2020 Tenancy Agreement. Under the terms of the 2020 Tenancy Agreement, HVS was authorised to act on behalf of Mdm Rita. In my opinion, Mr Eashwar's actions in paying rent to HVS and/or dealing

³⁷ CCS at [30] to [32]

with HVS as Mdm Rita’s agent during *inter alia* the course of the 2020 Tenancy Agreement before disputes had arisen:

- (a) is contemplated under the 2020 Tenancy Agreement;
- (b) do not indicate that Mr Eashwar was of the view that HVS was his landlord or party to the 2020 Tenancy Agreement; and
- (c) do not show that HVS is a party to the 2020 Tenancy Agreement and/or had entered into the said agreement on its own behalf.

41 In the circumstances, for the reasons above, I find that HVS has:

- (a) Not shown that it has the *locus standi* to advance the present contractual Claim or the arguments it had made against Mr Eashwar for breach of the 2020 Tenancy Agreement³⁸, including *inter alia* its submission that Mr Eashwar may have not paid rent for the months of April and May 2022 to Mdm Rita (which I note is inconsistent with the pleaded position it has taken in HC/OC 31); and
- (b) Not proven that the 2020 Tenancy Agreement “was between (Mr Eashwar) and the Claimant and not between (Mr Eashwar) and (Mdm Rita)”³⁹.

42 Accordingly, I dismiss the Claim herein in its entirety and move on the Counterclaim.

³⁸ CCS at [21] to [55]

³⁹ CCS at [37]

Issue 3: Did the Defendants in Counterclaim induce Mr Eashwar to breach the 2020 Tenancy Agreement?

43 In his pleadings and opening statement filed herein, Mr Eashwar had advanced a counterclaim for inducement of breach of contract against all four of the Defendants in Counterclaim.

44 However, in his closing submissions after trial, this cause of action appears to have been abandoned by Mr Eashwar with no authorities and/or arguments submitted by Mr Eashwar on Issue 3. I note in particular that at [94] of Mr Eashwar’s closing submissions, he has taken the following position:

94. **Third**, VE has pleaded for the payment of S\$ 32,000 (rent from August 2021 to March 2022) to him, or alternatively, payment directly to RKB. In VE’s AEIC, he had explained that such relief was sought when OC was filed because he was initially worried that RKB will claim this rent from VE for wrongly paying as per the 17 Dec MGC Letter. However, as RKB is claiming this amount from HVS in OC 31, there is no reason for VE to seek this amount from HVS in OC 262.

45 Though it is not strictly necessary for me to make a determination on Issue 3 in light of the position taken by Mr Eashwar above, for completeness, it should be highlighted that Mr Eashwar would not have in any event succeeded in his claim for inducement of breach of contract.

46 It is trite law that to establish the tort of inducement of breach of contract, a claimant must establish that: (see *Gary Chan Kok Yew, The Law of Torts in Singapore (Academy Publishing, 2ndEd, 2016)* at [15.005] to [15.025] and *Tribune Investment Trust Inc v Soosan Trading Co Ltd* [2000] 2SLR(R)407 at [17]–[18] cited by the Court of Appeal in *Turf Club Auto Emporium Pte Ltd*

and others v Yeo Boong Hua and others and another appeal [2018] 2 SLR 655⁴⁰
(“*Turf Club Auto v. Yeo Boong Hua*”) at [311]:

- (a) the alleged tortfeasor knew of the existence of the contract;
- (b) the alleged tortfeasor intended to interfere with the plaintiff’s contractual rights;
- (c) the alleged tortfeasor directly procured or induced a third party to breach the contract;
- (d) the contract was in fact breached; and
- (e) the plaintiff suffered injury as a result of the breach of contract.

47 Bearing in mind the applicable legal principles above, in my view, Mr Eashwar would in any event fail with respect to his claim for inducement of breach of contract as he has not proven that he has suffered injury as a result of any alleged breach of contract induced:

- (a) As stated above, Mr Eashwar’s pleaded case on Issue 3⁴¹ is that the Defendants in Counterclaim had purportedly induced him to breach the 2020 Tenancy Agreement resulting in him paying rent for the period from August 2021 to March 2022 to third parties (who are not entitled to payment) and being exposed to liability from Mdm Rita (who is the landlord of the Property) amounting to the sum of S\$32,000.

⁴⁰ Tab F of Bundle of Authorities filed by Claimant and 1st to 3rd Defendants’ in Counterclaim in support of the CCS (“CBOA”)

⁴¹ Counterclaim at [4] to [6]

(b) However, Clause 4(g) of the 2022 Tenancy Agreement⁴² states that “following the execution of this Agreement, (Mdm Rita) hereby agrees to release (Mr Eashwar) from all obligations which may arise under (the 2020 Tenancy Agreement) (including but limited to, rental payments owed and owing under the (2020 Tenancy Agreement)) and provide (Mr Eashwar) with an indemnity to protect his interests in respect of any claim made against (Mr Eashwar) under (the 2020 Tenancy Agreement)”.

(c) Further to the above, on the stand, Mr Eashwar had confirmed that:

(i) As at 8 April 2025, no one has made a demand to Mr Eashwar seeking the repayment of the rent that he had paid from August 2021 to March 2022 under the 2020 Tenancy Agreement⁴³;

(ii) The release and indemnity terms contained in Clause 4(g) of the 2022 Tenancy Agreement he had entered into with Mdm Rita was something that he had negotiated, introduced or ensured was to his satisfaction⁴⁴.;

(iii) There is no claim against him from Mdm Rita to date;

(iv) As at 7 April 2025, Mr Eashwar has not been out of pocket or paid for any legal fees and his legal costs are being indemnified by Mdm Rita⁴⁵; and

⁴² 4 ABD 475

⁴³ NE, 8 April 2025, 46/4-31

⁴⁴ NE, 58/18-25

⁴⁵ NE, 7 April 2025, 78/30-79/15

(v) Under clause 4(g) of the 2022 Tenancy Agreement, he has no liability under the 2020 Tenancy Agreement and even the S\$8000 security deposit that he had paid is now accounted for by Mdm Rita⁴⁶.

(d) In light of the above, I am of the view that it is clear that Mr Eashwar has not been exposed to any liability with respect to Mdm Rita for any rental due from him to her under the 2020 Tenancy Agreement since 29 April 2022 (the date on which the 2022 Tenancy Agreement was executed) and did not therefore suffer the loss or damage he had pleaded was caused by the purported inducement.

48 In the circumstances, for the reasons stated above, I dismiss Mr Eashwar's counterclaim against the Defendants in Counterclaim for inducement of breach of contract.

Issue 4: Did the Defendants in Counterclaim interfere with Mr Eashwar's right to quiet enjoyment of the Property?

49 With respect to Mr Sunil and/or Ms Win, it is Mr Eashwar case that⁴⁷ in a telephone call made on 5 January 2022 and messages between 2 May 2022 and 3 July 2022, Mr Sunil and/or Ms Win had interfered with Mr Eashwar's quiet enjoyment of the Property by the following conduct:

(a) On 5 January 2022, Mr Sunil had purportedly threatened to evict him from the Property if he failed to pay the outstanding rent as demanded and "to throw out (Mr Eashwar's) stuff from (the Property)" in a call which Ms Win purportedly attended;

⁴⁶ NE, 7 April 2025, 100/16-101/15

⁴⁷ CCS at [61] to [64] and Counterclaim at [8]

(b) On 4 May 2022, Mr Sunil had purportedly “alluded to finding another tenant” in a message when Mr Eashwar failed to pay the outstanding rent pursuant to his directions and threatened to replace Mr Eashwar with another tenant; and

(c) On 3 July 2022, Mr Sunil had purportedly in a message referred to the present case and used the present proceedings as a threat to intimidate Mr Eashwar.

50 With respect to HVS, Ms Win and Mr Gaznavi, Mr Eashwar refers to letters that were sent and meetings which had taken place in the period from 7 to 25 June 2022 that he submits should be viewed collectively and cumulatively when examining whether the covenant for quiet enjoyment had been breached⁴⁸.

51 It is trite law that the covenant for quiet enjoyment operates to secure the lessee not merely in the possession, but also in the employment of the premises for all usual purposes; and where the ordinary and lawful enjoyment of the demised premises is substantially interfered with by the acts or omission of the lessor or those lawfully claiming under him, the covenant is broken: See *Lim Kau Tee and another v Lee Kay Li* [2005] SGHC 162 (“*Lim Kau Tee*”) at [48]⁴⁹.

52 I am of the view that Mr Eashwar cannot succeed in his claim for breach of quiet enjoyment against the Defendants in Counterclaim when on his own pleaded case in the period from 5 January 2022 to 3 July 2022:

⁴⁸ CCS at [65] to [89] and Counterclaim at [8] to [11]

⁴⁹ Tab H of CBOA

- (a) None of the four Defendants in Counterclaim were his landlord and/or lawfully claiming under his landlord; and
- (b) There is no covenant for quiet enjoyment of the Property between Mr Eashwar and any of the four Defendants in Counterclaim.

53 It is indisputable that it is Mr Eashwar’s case that Mdm Rita was his landlord at all material times and that none of the four Defendants in Counterclaim were lawfully acting on behalf of and/or lawfully making claims against him under Mdm Rita from January to July 2022. In this regard, Mr Eashwar has specifically pleaded⁵⁰ and argued *inter alia* that:

- (a) Through a series of conduct from in or around August 2021 to July 2022, the Defendants in Counterclaim had wrongfully induced and procured Mr Eashwar to make payment of rent for the Property to third parties in breach of the 2020 Tenancy Agreement resulting in:
 - (i) him making payment of rent from August 2021 to March 2022 to third parties (who are not entitled to payment); and
 - (ii) being exposed to liability from Mdm Rita amounting to the sum of S\$32,000⁵¹;
- (b) The Defendants in Counterclaim had carried out the specified acts above from January to July 2022 “despite their knowledge” that:
 - (i) Mdm Rita is the landlord under the 2020 Tenancy Agreement and HVS was expected to act on behalf of Mdm Rita; and

⁵⁰ [3] to [25] of the Defence and [3] to [16] of the Counterclaim filed herein

⁵¹ [3] to [25] of the Defence filed herein and [3] to [6] of the Counterclaim filed herein

- (ii) There were legal proceedings commenced on 5 May 2022 via HC/OC 31 where the question of whether Mr KT Bhojwani is the sole beneficial owner of the Property has yet to be decided;
- (c) The Defendants in Counterclaim “had no locus standi to conduct themselves in such (a) manner”;
- (d) Mr Sunil was not a director of HVS since 21 August 2021 or a shareholder of HVS since 9 December 2019⁵²; and
- (e) Since 29 April 2022, he had entered into the 2022 Tenancy Agreement in which:
 - (i) Mdm Rita is clearly stated as his landlord; and
 - (ii) there is no mention of HVS acting on behalf of Mdm Rita as her managing agent or otherwise.

54 Simply put, Mr Eashwar cannot on one hand claim that he does not have a landlord/tenant relationship with HVS and/or its purported representatives or related parties and on the other seek to claim that HVS and/or its purported representatives or related parties have breached a covenant that only exists between a tenant and his landlord or persons claiming under a landlord.

55 Secondly, for the reasons stated above, I have accepted Mr Eashwar’s claim that Mdm Rita was the landlord under the 2020 Tenancy Agreement and found that HVS has failed to prove that:

⁵² 5 ABD at 445 and [63] of the CCS

- (a) it has the *locus standi* to advance the present contractual Claim for breach of the 2020 Tenancy Agreement; and
- (b) the 2020 Tenancy Agreement “was between (Mr Eashwar) and the Claimant and not between (Mr Eashwar) and (Mdm Rita)”⁵³.

56 Thirdly, as observed above, in any event, the issue of the beneficial ownership of the Property is not before this Court and it is clear that the beneficial ownership in the Property and/or the beneficial rights to rental under the 2020 Tenancy Agreement is the subject of at least two suits before the High Court which have not been resolved or determined.

57 In light of the above, Mr Eashwar’s claim for interference of quiet enjoyment fails as it is clearly noted in the case of *Kenny v Preen* [1963] 1 QB 499 (“*Kenny v Preen*”) at 511 cited in *Lim Kau Tee* at [49]⁵⁴ that “the implied covenant for quiet enjoyment is not an absolute covenant protecting a tenant against eviction or interference by anybody, but is a qualified covenant protecting the tenant against interference with the tenant’s quiet and peaceful possession and enjoyment of the premises by the landlord or persons claiming through or under the landlord”.

58 The reasoning above is sound as the primary basis for a claim for interference in quiet enjoyment “is that the landlord, by letting the premises, confers on the tenant the right of possession during the term and impliedly promises not to interfere with the tenant’s exercise and use of the right of possession during the term”: See *Kenny v Preen* at 511.

⁵³ CCS at [37]

⁵⁴ Tab H of CBOA

59 As such, if it is not shown by a claimant tenant that an individual and/or entity is in a landlord-tenant relationship with the tenant and/or lawfully acting on behalf of or under the landlord vis a vis the tenant, even if eviction or interference has occurred, the tenant has no recourse against such individuals or entities in a claim for interference with his quiet enjoyment of the relevant property and any claim he may wish to make against them for any purported eviction or interference must necessarily fall under other alternative causes of action.

60 I therefore dismiss Mr Eashwar’s claim against the Defendants in Counterclaim for interference with his rights as a tenant to quiet enjoyment of the Property.

Issue 5: Did the Defendants in Counterclaim harass Mr Eashwar?

61 It is unclear from the pleadings and submissions if Mr Eashwar is advancing a claim for harassment as an independent cause of action in his counterclaim.

62 However, for completeness, it is highlighted that even if Mr Eashwar is advancing an independent claim in harassment against the Defendants in Counterclaim, such a counterclaim would be dismissed for the reasons below.

63 Section 14(1) of the Protection from Harassment Act 2014 (2020 revised edition) (“the Act”) states clearly that “the common law tort of harassment is, to avoid doubt, declared to be abolished and no civil proceedings may be brought for the tort of harassment except under this Act”.

64 Further to the above, Part 3 of the Act states the legislative provisions applicable to “Civil Actions and Orders” under the Act and section 16I of the Act further states that:

16I.—(1) Subject to subsection (2), any Part 3 proceedings that may be heard and determined by a Protection from Harassment Court must in the first instance be commenced in a Protection from Harassment Court.

(2) Despite subsection (1) —

(a) a claim under section 11 may be commenced in the first instance in a Magistrate’s Court or the General Division of the High Court;

(b) Part 3 proceedings may be commenced in the first instance in a District Court (other than the Protection from Harassment Court); and

(c) Part 3 proceedings (except any Part 3 proceedings involving any claim under section 11) may be commenced in the first instance in a Family Court, in which any related proceeding is pending, with the permission of that court.

(3) A court may grant permission under subsection (2) only if it is just, expeditious and economical for the disposal of the Part 3 proceedings, for the Part 3 proceedings to be commenced in that court.

65 Save for broad allegations that the Defendants had engaged in conduct purportedly “calculated to cause (Mr Eashwar) harassment, alarm and/or distress in order to strongarm him”⁵⁵ into paying rent to third parties not provided for under the 2020 Tenancy Agreement and/or moving out of the Property, there are no further particulars stated within Mr Eashwar’s pleadings in support of a claim for harassment.

66 In view of the legislative provisions above, I am of the view that Mr Eashwar would not succeed in a claim for harassment made in his Counterclaim (if any) against the Defendants in Counterclaim as to date, Mr Eashwar:

⁵⁵ Counterclaim at [8] to [12] and [17] of Mr Eashwar’s Opening Statement

- (a) has not sought permission to commence any Part 3 proceedings under the Act against the Defendants in Counterclaim in the first instance in the District Court; and
- (b) has failed to plead and/or make reference to the Act and/or the relevant section(s) in the Act purportedly breached by each and all of the Defendants in Counterclaim.

Issue 6: Did the Defendants in Counterclaim conspire against Mr Eashwar?

Legal principles

67 Turning now to the last counterclaim made by Mr Eashwar, it is trite law that to establish the tort of conspiracy, the following elements must be present (See *Gimpex Ltd v Unity Holdings Business Ltd and others and another appeal* [2015] 2 SLR 686 at [150] cited in *RKB v HVS* at [202]⁵⁶:

- (a) A combination of two or more persons and an agreement between and amongst them to do certain acts;
- (b) The conspirators must have harboured the intention to cause damage or injury to the plaintiff where, if the conspiracy involved the commission of acts that were lawful, that intention must have been the predominant intention;
- (c) The acts were performed in furtherance of the agreement; and
- (d) The plaintiff suffered damage.

⁵⁶ Annex A to CCS

68 Where a claimant seeks to establish the tort of conspiracy to injure by unlawful means, in addition to the elements above, a claimant has to show that the acts performed were unlawful: See *EFT Holdings, Inc v Marinteknik Shipbuilders (S) Pte Ltd* [2014] 1 SLR 860 (“*EFT Holdings*”) at [112] cited at [310] in *Turf Club Auto Emporium Pte Ltd and others v. Yeo Boon Hua and other and another appeal* [2018] 2 SLR 655⁵⁷.

69 It should also be noted that in a claim for conspiracy injure by unlawful means while the claimant need not show that there was a *predominant* intention or purpose of causing damage or injury to the claimant, the claimant in an action for unlawful means conspiracy would have to show that the unlawful means and the conspiracy were targeted or directed at the claimant. It is not sufficient that it was reasonably foreseeable that the claimant would or might suffer damage as a result of the defendant’s act. It is also not sufficient that harm to the claimant would be a likely, or probable or even inevitable consequence of the defendant’s conduct. Lesser states of mind, such as an appreciation that a course of conduct would inevitably harm the claimant, would not amount to an intention to injure, although it might be a factor supporting an inference of intention on the factual circumstances of the case. Injury to the claimant had to have been intended as a means to an end or as an end in itself: See [99] and [101] in *EFT Holdings*.

Findings

70 Mr Eashwar has not tendered any authorities with respect to the tort of conspiracy and/or made submissions squarely and/or specifically addressing the elements of conspiracy as detailed above in his closing submissions.

⁵⁷ Tab F of CBOA

71 Mr Eashwar has instead broadly submitted⁵⁸ that “the essence of (Mr Eashwar’s) counterclaims focuses on the unlawful conduct of (the Defendants in Counterclaim) who had worked together to interfere with (Mr Eashwar’s) quiet enjoyment of the Property and remove him from the same” before *inter alia* referring⁵⁹ to a series of purported misconduct or events that had occurred in the period from January to June 2022 support of his position that he should be entitled to succeed in all his counterclaims.

72 For the reasons stated below, I am of view that Mr Eashwar fails in his claim for conspiracy by lawful or unlawful means.

No agreement to conspire

73 Mr Eashwar has not pleaded or given any particulars and/or evidence as to when or how an agreement was purportedly reached between the four Defendants in Counterclaim.

74 In his closing submissions, he has only generally asserted⁶⁰ that the Defendants in Counterclaim “worked together to interfere with (Mr Eashwar’s) quiet enjoyment of the Property and remove him from the same”.

75 In his pleadings, Mr Eashwar has only broadly pleaded⁶¹ that “there was an agreement” between the Defendants in Counterclaim who “acted in concert” to purportedly induce him to breach the 2020 Tenancy Agreement, to interfere

⁵⁸ CCS at [58]

⁵⁹ CCS at [61] to [89]

⁶⁰ CCS at [58]

⁶¹ [13] to [16] of Counterclaim

with his quiet enjoyment of the Property and/or to cause him harassment, alarm and/or distress.

76 Leaving aside the fact that Mr Eashwar has failed to establish these three counterclaims for the reasons stated above, it appears that Mr Eashwar is inviting the Court to surmise that an agreement had been reached between the four Defendants in Counterclaim based on his belief that a series of actions had been carried out in concert resulting in purported wrongdoings being committed against him.

77 He has however:

- (a) provided no cogent evidence, particulars or basis in support of his belief that any such agreement has been reached or when such an agreement was reached; and
- (b) failed to adequately submit, particularise and/or make averments as to how the existence of any agreement between the four Defendants in Counterclaim is to be inferred from the circumstances and/or facts.

78 In my view, this is clearly insufficient to discharge his burden of proof with respect to this element in a claim of conspiracy.

No intention to cause injury or damage

79 Further to the above, Mr Eashwar has also failed to satisfy the second element in the tort of conspiracy as he has not shown that the Defendants in Counterclaim had a collective intention (predominant or otherwise) to cause him injury or harm.

80 As noted above, Mr Eashwar has not made any submissions squarely addressing his counterclaim for conspiracy and as a result, he has also not adequately proven, highlighted and/or identified:

- (a) what intentions Mr Gaznavi and/or Ms Win may have personally had as individuals; and
- (b) any cogent basis and/or reason as to why Mr Gaznavi and/or Ms Win would as individuals personally wish to or would have an intention to cause him injury or harm.

81 As such, even if it is accepted that Mr Sunil and/or HVS had an intention to cause injury or harm to Mr Eashwar, there is insufficient evidence before the Court to prove that Ms Win and/or Mr Gaznavi shared that intention.

82 At all material times, Ms Win was a director of HVS. There are no submissions before me and/or evidence tendered showing:

- (a) That Ms Win was acting in her own capacity as an individual; and
- (b) any personal intention or motivation Ms Win may have had as an individual to cause injury or harm to Mr Eashwar.

83 In Mr Eashwar's closing submissions, he has submitted⁶² that Mr Gaznavi had acted "in his personal capacity" and "the real objective of (Mr Gaznavi) was simple - to take advantage of (Mr Eashwar's) vulnerable position to pursue his clients' agenda by forcing (Mr Eashwar) to take their side" and "to

⁶² DCS at [69] to [89]

do this, (Mr Gaznavi) made numerous statements (including threats), which caused (Mr Eashwar) to be harassed, alarmed and distressed”.

84 In my view, the submissions above still do not particularise and/or explain why Mr Gaznavi would as an individual wish to or have any intention to cause injury or harm to Mr Eashwar. I also note that Mr Eashwar’s argument on the purported motivations of Mr Gaznavi is inherently inconsistent in that - if the real objective of Mr Gaznavi was to “pursue his clients’ agenda”, he was not acting in his personal capacity and vice versa.

85 In any event, in my view, it is clear that Mr Gaznavi had acted in his capacity as a solicitor for HVS when he visited Mr Eashwar at the Property on 11 and 12 June 2022.

86 I also find that there is no cogent evidence that he had any personal intention or motivation as an individual or solicitor to cause Mr Eashwar injury or harm or that he had visited the Property on 11 and 12 June 2022 in a personal capacity. My view is buttressed by the fact that:

(a) Mr Gaznavi has no existing relationship or personal/direct interactions with Mr Eashwar outside the present disputes and the 2 meetings in June 2022. Mr Eashwar has confirmed at trial that:

(i) the first and second time he met Mr Gaznavi was on 11 June 2022 and 12 June 2022 when Mr Gaznavi had arrived at the Property to deliver two letters to Mr Eashwar⁶³;

(ii) apart from the allegations he had made with respect to the visits to his home on 11 and 12 June 2022, there are no “other

⁶³ NE, 7 April 2025, 46/14-23 and 47/11-18

days that can found the basis of (Mr Eashwar) claiming that (he has)...a claim against” Mr Gaznavi; and

(iii) after 12 June 2022, he did not have any interaction with Mr Gaznavi⁶⁴.

(b) It is Ms Win’s clear evidence in her affidavit of evidence in chief⁶⁵ and at trial⁶⁶ that Mr Gaznavi had been instructed to hand deliver letters of demand on behalf of HVS to Mr Eashwar at the Property on 11 and 12 June 2022.

87 In my view, by failing to *inter alia* establish and prove the intentions of both Mr Gaznavi and Ms Win to cause him injury and harm, Mr Eashwar has failed to show that the Defendants in Counterclaim had a collective intention (predominant or otherwise) to cause him injury or harm.

88 In view of my findings above, through it is not strictly necessary for me to do so, I further find that Mr Eashwar would also have failed in his claim for conspiracy as his pleaded allegations that Mr Gaznavi had threatened him on 11 and 12 June 2022 did not stand up to scrutiny after his cross-examination at trial.

89 With respect to the visits on 11 and 12 June 2022, it was Mr Eashwar evidence at trial that:

⁶⁴ NE, 8 April 2025, 43/25-44/3

⁶⁵ Ms Win’s AEIC at [29] to [44]

⁶⁶ NE, 14 January 2025, 102/4-27

(a) On 11 June 2022, he had consented to Mr Gaznavi entering the Property and that there were no loud voices, no shouting and no lack of decorum that had occurred during the meeting⁶⁷;

(b) On 11 June 2022⁶⁸, Mr Gaznavi was “suggesting” to him that he should avoid getting into legal proceedings and “do the right thing by continuing to...pay monies according to instructions from HVS” but “whether (Mr Eashwar) want(ed) to do what (was) suggested, that (was) entirely up to (Mr Eashwar)” and Mr Eashwar “knew (that Mr Gaznavi) can’t force (him)”;

(c) On 12 June 2022⁶⁹:

(i) Mr Gaznavi had entered the living room of the Property upon Mr Eashwar’s invitation or request;

(ii) The conversation was neither loud, rude nor lacking in decorum;

(iii) He could not recall if Mr Gaznavi asked him to pay rent or vacate the Property; and

(iv) His “suspicion” was that Mr Gaznavi had said “good for you to vacate the Property” and he had construed this as a threat because Mr Gaznavi had already mentioned that Mr Sunil had enough resources to put Mr Eashwar into trouble in litigation;

(d) In the two visits on 11 and 12 June 2022⁷⁰:

⁶⁷ NE, 7 April 2025, 68/32-70/2

⁶⁸ NE, 7 April 2025, 70/3-71/14

⁶⁹ NE, 7 April 2025, 71/15-72/14

⁷⁰ NE, 7 April 2025, 96/28-99/5

- (i) Mr Gaznavi did not threaten him and say “if you don’t do this, I am going to do this”; and
- (ii) what was told to him were “just the possible repercussions of (him) not complying with the letters of demand sent by (Mr Gaznavi) on 11 and 12 June 2022”.

90 In the circumstances, I find that Mr Eashwar has not succeeded in establishing his counterclaim in conspiracy and dismiss the same.

Conclusion

91 For the reasons stated above, both the Claim and the Counterclaim are dismissed.

92 Parties are to file and serve written submissions on the appropriate cost orders to be made (both as to incident and quantum), limited to 2 pages (excluding any schedule of disbursements), within 14 days.

Georgina Lum
District Judge

Mr Luke Netto (Netto & Magin LLC) for the Claimant and 1st to 3rd
Defendants in Counterclaim;
Mr Hewage Ushan Saminda Premaratne (Meritus Law LLC) for the
Defendant and Claimant in Counterclaim;
Mr Rezza Gaznavi (Mahmood Gaznavi Chambers LLC) for the 4th Defendant in
Counterclaim
