

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2025] SGHC 208

Originating Claim No 144 of 2023
(Registrar's Appeal No. 154 of 2025)

Between

Luo Li

... Claimant

And

(1) Corpbond Holdings Pte Ltd
(2) Niu Liming

... Defendants

And

Chan Wing Hang

... Third party

JUDGMENT

[Civil Procedure — Striking out — No reasonable cause of action]
[Civil Procedure — Striking out — Interest of justice]

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Luo Li
v
Corpbond Holdings Pte Ltd and another
(Chan Wing Hang, third party)

[2025] SGHC 208

General Division of the High Court — Originating Claim No 144 of 2023
(Registrar's Appeal No 154 of 2025)
Choo Han Teck J
13 October 2025

21 October 2025

Judgment reserved.

Choo Han Teck J:

1 Luo Li, the claimant in this action (“OC 144”) is suing the defendants Corpbond Holdings Pte Ltd and Niu Liming in respect of a loss of S\$1,800,000 by reason of, among other claims, a breach of contract by the defendants. The claimant asserts that she paid S\$1,800,000 for shares in a company called New Star. New Star then lent that sum to NutryFarm. She alleges that the defendants were bound by contract and fiduciary duty to ensure that NutryFarm repaid the loan. The claim by Luo Li against the defendants seems a convoluted one, but it appears to me that this is the result of the inability of the solicitors to narrate a coherent story. The salient aspect appears to concern an extension of time for the repayment of the \$1,800,000 which Luo Li claims that the defendants had no right or authority to extend.

2 The defendants in turn, are suing Chan Wing Hang (“Chan”), by way of a third party notice dated 24 January 2025 (“TP Notice”), and a Joint Statement of Claim dated 6 May 2025 (“TP SOC”), for fraudulent and negligent misrepresentation. They claim that should they be found liable to the claimant, they should be compensated by Chan because he had misrepresented to them that he was Luo Li’s agent and had the authority to authorise the extension of the loan. Chan applied by SUM 1584 of 2025 to strike out the TP Notice and TP SOC. His application was dismissed by the Assistant Registrar (“AR”). This is Chan’s appeal against that dismissal.

3 The learned AR had rejected the application because, in his view, Chan has not shown that the TP Notice and TP SOC disclosed no reasonable cause of action or that it is in the interests of justice to strike out the pleadings. On appeal, Ms Jennifer Lim (“Ms Lim”), counsel for Chan submits as follows:

No Reasonable Cause of Action ground

4 Ms Lim submits that the TP Notice and TP SOC do not disclose a reasonable cause of action. She says that the defendants have not made out the elements of false representation of fact and reliance, which are necessary for a claim in both fraudulent and negligent misrepresentation. She says that the particulars that were provided in the TP SOC are insufficient to establish the elements of the claim.

5 The defendants disagree. They say that all material facts in support of their claim have been pleaded. They assert that the objections from Chan are on the weaknesses of the case, and weaknesses are not sufficient grounds to warrant the striking out of the TP SOC.

6 I agree with the defendants. A case against a third party can be struck out under Order 9 Rule 16 of the Rules of Court 2021 (“ROC 2021”) if it discloses no reasonable cause of action. The term “reasonable cause of action” has been interpreted by the Court of Appeal in *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 at [21]:

21 The guiding principle in determining what a “reasonable cause of action” is under O 18 r 19(1)(a) was succinctly pronounced by Lord Pearson in *Drummond-Jackson v British Medical Association* [1970] 1 All ER 1094. A reasonable cause of action, according to his lordship, connotes a cause of action which has some chance of success when only the allegations in the pleadings are considered. As long as the statement of claim discloses some cause of action, or raises some question fit to be decided at the trial, the mere fact that the case is weak and is not likely to succeed is no ground for striking out. Where a statement of claim is defective only in not containing particulars to which the defendant is entitled, the application should be made for particulars under O 18 r 12 and not for an order to strike out the statement.

7 Here, the case disclosed in the TP SOC is sufficiently detailed to found a claim for negligent and fraudulent misrepresentation. Chan’s objections to the TP SOC concern the weakness of the defendants’ case, but that goes to the merits, which are matters for the trial judge to determine. For example, counsel argues that the defendants present contradictory positions in establishing the “reliance” element. On one hand, the defendants are claiming that they did not require any consent from Luo Li. But on the other hand, they claim that they had relied on Chan’s representations. Although, this may not be helpful to the defendants in the main action, it is for them to explain it at trial. It is not an issue to be determined at this juncture. What is important is that, assuming the allegations in the pleadings are true, there is a cause of action disclosed, and it does raise questions fit to be decided at trial.

8 As observed by the learned AR, if Chan believes he is entitled to more particulars about the case against him, he can make an application for further and better particulars. However, I am convinced that the TP SOC has disclosed a reasonable cause of action. I therefore dismiss this ground of Chan’s appeal.

Interest of Justice ground

9 Order 9 Rule 16 of the ROC 2021 also permits a claim to be struck out if it would be in the interests of justice to do so. The Court of Appeal in *The “Bunga Melati 5”* [2012] 4 SLR 546 at [39], held that this power is exercised when an action is “plainly or obviously” unsustainable, meaning, when an action is either:

39 ...

(a) legally unsustainable: if “it may be clear as a matter of law at the outset that even if a party were to succeed in proving all the facts that he offers to prove he will not be entitled to the remedy that he seeks”; or

(b) factually unsustainable: if it is “possible to say with confidence before trial that the factual basis for the claim is fanciful because it is entirely without substance, [for example, if it is] clear beyond question that the statement of facts is contradicted by all the documents or other material on which it is based”.

10 Here, Ms Lim argues that the TP SOC is factually unsustainable. She says that the particulars provided in the TP SOC makes no explicit reference to a conversation that purportedly mentioned the loan agreement in dispute. I disagree with counsel that this is sufficient to strike out the TP SOC. As observed by the learned AR, it just means that this evidence may not be sufficient to support the complaint. It does not mean that the claim is “entirely without substance” or “fanciful”. Based on the TP SOC, and on Chan’s own evidence, there was an exchange of information and views on the loan transaction which involved the claimant, Luo Li. Further, the conversations also

refer to a relationship between Chan and the claimant as alleged. These allegations of fact are not directly contradicted by any of the documents produced, let alone contradicted “clear[ly] beyond question”. Therefore, the conversation does form some basis of a claim. It is only appropriate for these matters to be explored in full at trial. The consideration of evidence, the probabilities of a claim or the defence are matters for the trial judge. Accordingly, I dismiss the appeal on this ground, as well.

11 Costs here and below are reserved to the trial judge.

- Sgd -
Choo Han Teck
Judge of the High Court

Lim Zhuo Jun Jennifer (Calvin Liang LLC) for the appellant;
Hoang Linh Trang, Chu Shao Wei Jeremy, Edwin Yang Yingrong,
Nilesh Khetan and Ramrueben s/o John Lachmana (Shook Lin &
Bok LLP) for the 1st and 2nd respondents.
