

Disciplinary Panel Hearing

Case of

Sin Kim Yong Ronald

MRICS (1113007)

Singapore

On

Tuesday 20 and Wednesday 21 June 2023

By virtual platform (MS Teams)

Panel

Gillian Seager (Lay Chair)

Gregory Hammond (Lay Member)

Ben Davies (Surveyor Member)

Legal Assessor

Ben Kemp

RICS Presenting Officer

Ben Rich, Counsel, 2 Hare Court

RICS Hearing Officer

Adeel Qureshi

Regulated Member

Not in attendance and not represented

1. The formal allegations were:

1. *On or about 22nd July 2015, Mr. Sin signed a copy of Mr. Szetho Foon Wah's signature on at least two occasions in an application to tender for the Serangoon Road project on behalf of Infield Projects Pte Ltd. By doing so Mr. Sin acted dishonestly in that he:*
 - a) *Falsely and knowingly represented to Warees Investments Pte Ltd that a second director of Infield Projects Pte Ltd, namely Szetho Foon Wah, knew of and had agreed to the application; and / or*
 - b) *Falsely and knowingly represented to Warees Investments Pte Ltd that Szetho Foon Wah had witnessed his, Mr Sin's, signature as to the truth and correctness of the particulars given in the application; and/or*
 - c) *Signed the application on behalf of Mr Szetho Foon Wah knowing that he was doing so without Mr Szetho Foon Wah's knowledge or consent.*

Contrary to Rule 3 of the Rules of Conduct for Members 2007

2. *On or about 30th July 2018, Mr. Sin signed a copy of Mr. Szetho Foon Wah's signature on at least three occasions in an application to tender for the Joo Chiat Road project on behalf of Infield Projects Pte Ltd. By doing so Mr. Sin acted dishonestly in that he:*
 - a) *Falsely and knowingly represented to Warees Investments Pte Ltd that a second director of Infield Projects Pte Ltd, namely Szetho Foon Wah, knew of and had agreed to the application; and/or*
 - b) *Falsely and knowingly represented to Warees Investments Pte Ltd that Szetho Foon Wah had agreed to be bound by the terms of an Undertaking to Safeguard Official Information; and/or*
 - c) *Falsely and knowingly represented to Warees Investments Pte Ltd that Szetho Foon Wah had witnessed his, Mr. Sin's, signature as to the truth and correctness of the particulars given in the*

application; and/or

- d) *Signed on behalf of Mr. Szetho Foon Wah knowing that he was doing so without Mr. Szetho Foon Wah's knowledge or consent.*

Contrary to Rule 3 of the Rules of Conduct for Members 2007

- 3. *On or about 22nd July 2015, Mr. Sin acted without integrity by signing a copy of Mr. Szetho Foon Wah's signature on at least two occasions in an application to tender for the Serangoon Road project on behalf of Infield Projects Pte Ltd when he knew or ought to have known that:*

- a) *He was falsely representing to Warees Investments Pte Ltd that a second director of Infield Projects Pte Ltd, namely Szetho Foon Wah, knew of and had agreed to the application; and/or*
- b) *He was falsely representing to Warees Investments Pte Ltd that Szetho Foon Wah had witnessed his, Mr Sin's, signature as to the truth and correctness of the particulars given in the application; and/or*
- c) *Szetho Foon Wah did not know of or consent to Mr. Sin signing Szetho Foon Wah's name in the application.*

Contrary to Rule 3 of the Rules of Conduct for Members 2007

- 4. *On or about 30th July 2018, Mr. Sin acted without integrity by signing a copy of Mr. Szetho Foon Wah's signature on at least three occasions in an application to tender for the Joo Chiat Road project on behalf of Infield Projects Pte Ltd when he knew or ought to have known that:*

- a) *He was falsely representing to Warees Investments Pte Ltd that a second director of Infield Projects Pte Ltd, namely Szetho Foon Wah, knew of and had agreed to the application; and / or*
- b) *He was falsely representing to Warees Investments Pte Ltd that Szetho Foon Wah had agreed to be bound by the terms of an Undertaking to Safeguard Official Information; and/or*

- c) *He was falsely representing to Warees Investments Pte Ltd that Szetho Foon Wah had witnessed his, Mr Sin's, signature as to the truth and correctness of the particulars given in the application; and/or*
- d) *Szetho Foon Wah did not know of or consent to Mr. Sin signing Szetho Foon Wah's name in the application.*

Contrary to Rule 3 of the Rules of Conduct for Members 2007.

Mr. Sin is therefore liable to disciplinary action under RICS Bye-law 5.2.2 (c)

2. Introduction

- 2.1 The Panel had before it a core evidential bundle of 256 pages, in addition to a second bundle of 45 pages comprising correspondence between RICS and Mr. Sin between 21 April and 09 June 2023. It also had sight of very recent email correspondence from Mr. Sin dated 19 June 2023, as well as a witness statement from RICS Tribunal Manager, Mrs. Berry, who spoke to notice and service in relation to this hearing.

3. Notice and Service

- 3.1 The Panel had regard to the statement produced by RICS Tribunal Manager, Mrs. Berry. Mrs. Berry spoke to the fact that notice of this hearing and service of the evidential bundle had been provided to Mr. Sin more than the required 56 days in advance of the hearing date, as required by Rule 53 of the Regulatory Tribunal Rules (the Rules).
- 3.2 Mrs. Berry confirmed in her statement that notice and service had been provided to Mr. Sin at his preferred email address notified by him to RICS.
- 3.3 Copies of the relevant email correspondence, letter providing notice of the hearing and allegations, together with delivery receipt were produced as Exhibits with Mrs. Berry's statement.
- 3.4 The Panel accordingly concluded that the requirements of notice and service had been properly fulfilled.

4. Decision whether to proceed in the absence of Mr. Sin

4.1 The Panel next considered whether it was appropriate to proceed in the absence of Mr. Sin. It received comprehensive submissions from Mr. Rich on this point, and received and accepted advice from its legal adviser. It had regard to the principles articulated in the relevant case-law, including *General Medical Council v. Adeogba* [2016] EWCA Civ 162, *R. v. Jones* [2002] UKHL 5 and *R. v. Hayward* QB 862 [2001]. The Panel recognised that any such decision to proceed in the absence of the Regulated Member should be exercised only with considerable caution, having regard to the primary importance of fairness to Mr. Sin. It recognised that, were it to proceed in the absence of Mr. Sin, this would inevitably entail a degree of disadvantage to Mr. Sin, particularly recognising that certain of the relevant facts and evidence in this case were contentious. It also recognised, however, the public interest in ensuring both the protection of the public and that these proceedings are progressed with appropriate expedition.

4.2 The Panel noted specifically in this regard the terms of email correspondence received from Mr. Sin on 9th June, in terms as follows:-

“In considering that the private dispute (involving two business partners) between I and Szetho Foon Wah had been heard and concluded in July 2020 by State Court of the Republic of Singapore, I do not wish to spend further time and money attending the contrived hearing convened by RICS. In light of the above, attached herewith the letter of resignation, which will take immediate effect of my resignation as Member of the RICS.”

4.3 RICS responded to Mr. Sin the same day, clarifying that members are not normally allowed to resign pending the conclusion of live disciplinary proceedings:-

“As you will be aware from my email of 19 May 2023, RICS Bye-laws do not permit a Member to resign from membership of RICS until all proceedings against them have been concluded other than in exceptional cases at the discretion of the Head of Regulation (B5.2.3).”

- 4.4 On 19th June 2023 RICS again contacted Mr. Sin to provide the RICS costs schedule as well as details of the video conference dial-in details for the hearing the following day. Mr. Sin responded by email the same day as follows;-

“Further to my resignation letter sent via email of 9 June 2023 time stamped at 10:05PM, Singapore time, I reiterate that the private dispute between I and Szetho Foon Wah (involving two former business partners) had been heard and concluded in July 2020 by State Court of the Republic of Singapore.

In this regard, the contrived hearing convened by RICS is unwarranted and all costs unnecessarily incurred is attributed to the unilateral actions of RICS. As such, RICS shall borne [sic] for all costs incurred for the contrived hearing.”

- 4.5 The Panel was accordingly satisfied, both that Mr. Sin was aware of the hearing and had elected not to attend or be represented. The Panel nonetheless considered whether there might be any benefit in adjourning the hearing to a different date. No application for adjournment had been received and there was moreover no basis, the Panel considered, to believe that this would result in the Regulated Member attending, or being represented, on a different date. Mr. Sin had clearly and explicitly waived his right to participate in these proceedings.

- 4.6 The Panel concluded accordingly that it was appropriate and in the interests of justice to proceed with this hearing in the absence of Mr. Sin. In doing so the Panel accepted advice from its legal adviser to the effect that it should proceed with particular care, ensuring so far as possible that it has appropriate regard to the case or position which might have been put by or on behalf of Mr. Sin, had he been in attendance. The Panel proceeds upon the basis that the charge is denied by Mr. Sin.

5. Background

- 5.1 The Panel was satisfied that the following context was not disputed or therefore controversial.
- 5.2 Mr. Sin worked at the relevant time as a quantity surveyor in Singapore and is still (notwithstanding his purported resignation and pending the outcome of these

proceedings) a member of RICS. Mr. Szetho Foon Wah (“the Complainant”) also works as a quantity surveyor in Singapore. He is not a member of RICS.

- 5.3 The Complainant is the founder and director of Infield Projects Private Limited (“the Company”) which is a company incorporated in Singapore. The Company was set up in 2001; in order to set up a company at that time there was a minimum requirement of two directors. The Complainant approached the Regulated Member to help him, and the Regulated Member agreed, becoming a nominee director in the Company.
- 5.4 From about January 2011, it was agreed that the Regulated Member would work on contracts obtained by the Company. The Regulated Member, as a director of the Company, was entitled to tender for contracts in the name of and on behalf of the Company.
- 5.5 In about April or May 2013 the Complainant and the Regulated Member had a disagreement and thereafter no longer worked together on shared projects. From this point onwards both remained directors of the company but each director would tender separately for contracts on behalf of the Company.
- 5.6 The allegations in this case are quite narrowly focused around a common complaint relating to two specific contract tender exercises, relating respectively to projects at Joo Chiat Road and Serangoon Road, Singapore. The nub of the complaint made by the Complainant and advanced by RICS is, in short, that Mr. Sin inappropriately purported to sign these tender submissions as the Complainant: that Mr. Sin in each case forged the Complainant’s signature.
- 5.7 It appears that the issue came to the Complainant’s attention when, in July 2018 and unbeknown to each other, both the Complainant and Mr. Sin separately submitted tenders on behalf of the Company in relation to the same project, relating to Joo Chiat Road, Singapore. The project was being overseen by a quasi-governmental body, Majlis Ugama Islam Singapura (MUIS). Most contract tenders only required the signature of one director; tenders to the Government or, like this one, quasi-governmental agencies, on the other hand, required two signatures.

- 5.8 On 29th August 2018 a representative from the management arm of MUIS, Warees Investments Pte Ltd. (“Warees”) contacted the Complainant and Mr. Sin, querying the fact that the Company had submitted two different tenders for the Joo Chiat Road project. The Complainant became aware as a result that the Regulated Member had in fact signed as both himself and the Complainant to satisfy the dual signing requirement in the tender submitted by the Regulated Member (Allegations 2 and 4).
- 5.9 The Complainant also became aware of another, similar contract tender submitted by the Regulated Member on behalf of the Company to MUIS, in respect of Serangoon Road, Singapore. This tender was dated 22nd July 2015 and also bore false signatures of the Complainant (Allegations 1 and 3).
- 5.10 The Complainant initiated civil legal proceedings in the District Court, Singapore. On 16th July 2020 District Judge Ronald Kee ordered that the Company and the Complainant were entitled to a declaration that Mr. Sin had forged the Complainant’s signature in the two contract tenders.

6 Decision in relation to facts and liability

- 6.1 The Panel had before it detailed written statements produced by both the Complainant and Mr. Sin, as well as copies of the relevant tender documentation and written representations from lawyers acting for Mr. Sin. The Complainant appeared before the Panel and gave oral testimony, formally adopting his written statement and answering questions from both the Panel and Mr. Rich, on behalf of RICS. RICS produced a copy of the decision of the Singapore District Court, but accepted that this had no particular evidential weight in these proceedings. It was a matter for the Panel to reach its own view of the facts, as relevant to the allegations brought by RICS. The Panel received and accepted advice from its legal adviser. It reminded itself that the burden rested with RICS to establish its case and that the Regulated Member did not require to prove anything. In weighing the evidence the Panel should apply the civil standard of proof. The Panel received written and oral submissions produced by Mr. Rich on behalf of RICS.

- 6.2 Much of the dispute in this case related to whether and to what extent the Complainant had authorised the use by Mr. Sin of the Complainant's digital signature. The Panel found the Complainant overall to be a credible witness, albeit his oral evidence appeared confused in places, possibly due to difficulties of language and comprehension. The Panel was satisfied upon the basis of the evidence overall that the Complainant had agreed to his digital signature being used by Mr. Sin for Company business on at least some occasions prior to their falling out in 2013. It was less clear and a matter of dispute between the parties whether the Complainant had continued to authorise the use of his digital signature beyond 2013.
- 6.3 The clarity of the position in this respect was not assisted by the fact that any such authorisation, or its withdrawal, had only been oral, and not put in writing. The Complainant stated in his oral testimony that the lack of any written record on this point had been a 'mistake' on his part. The Panel has concluded however that it is unnecessary ultimately to resolve this issue.
- 6.4 It is not in dispute that Mr. Sin in fact purported to use the signature of the Complainant to co-sign both the Joo Chiat Road tender and the Serangoon Road tender. By letter to RICS dated 31 March 2021, Mr. Sin's legal representative confirmed, firstly, that Mr. Sin had applied the Complainant's signature (i.e. he had written it himself, by hand; it was not a copied digital signature);-
- "In respect of the 2 tender documents in question, our client had signed them by hand for [the Complainant] because the 2 tender documents were in hard physical copies and our client could not affix digital signatures on them."*
- Mr Sin's legal representative explains his position as follows;-
- "[the Complainant] had agreed that our client could use his digital signature to submit tender documents for [the Company]. Hence our client honestly believed that there was a tacit agreement that he could also sign by hand for [the Complainant] the tender documents to be submitted to MUIS for the 2 projects."*
- 6.5 The difficulty with this, the Panel considers, is that there is a material difference between applying a scanned, but otherwise authentic digital signature, on the

one hand, and purporting to sign in ink as somebody else, on the other. The former may be appropriate, in some circumstances, with the specific consent of the owner of the digital signature, and where properly characterised as no more than the administrative exercise of applying their scanned signature. The latter does not involve the application of their signature at all, but purporting, falsely, to sign as somebody else. Mr. Sin, through his lawyer, has suggested that he had the Complainant's 'tacit agreement' to do so. The Panel finds, considering the evidence overall, that the evidence supports only that there was at some point an agreement or understanding (whether or not subsequently revoked) that Mr. Sin might use the Complainant's scanned digital signature. There was no such agreement that Mr. Sin could purport to sign, by hand, as the Complainant, forging his signature.

- 6.6 Moreover, even if there had been such an agreement, this could not have been such as to render Mr. Sin's conduct appropriate. Purporting to sign as someone else in a professional context is, it seems to the Panel, by its nature always likely to be inappropriate and inherently dishonest. The Panel had regard in considering the allegations to the principles in respect of dishonesty and professional integrity set down in the cases of *Ivey v Genting Casinos* [2017] UKSC 67 and *Wingate and Evans v. Solicitors Regulation Authority* [EWCA] Civ. 366, respectively.

Allegations 1 and 3

- 6.7 Turning to the particulars of the allegations themselves, the Panel considered, firstly, those (Allegations 1 and 3) relating to the Serangoon Road Project. The Panel was satisfied, on the evidence before it and as admitted, that Mr. Sin signed this tender on at least two occasions as the Complainant and that in doing so he;-
- (a) falsely and knowingly represented that the Complainant knew of and had agreed to the tender submission;
 - (b) falsely and knowingly represented that the Complainant had signed as witness to Mr Sin's signature; and

(c) knowingly signed the tender as the Complainant without the Complainant's knowledge or consent.

6.8 The Panel concluded that signing as the Complainant, purporting to be someone else by forging their signature, is inherently dishonest by the standards of ordinary decent people. It accordingly upheld **Allegation 1** in its entirety.

6.9 The Panel further and separately considered that the Regulated Member clearly in so doing demonstrated a lack of professional integrity. It was particularly troubled in this respect by Mr. Sin's conduct in forging the Complainant's signature in order to circumvent the requirement for a witness to his own signature. The Panel also accordingly upheld **Allegation 3** in its entirety.

Allegations 2 and 4

6.10 The Panel considered the particulars of the Allegations relating to the Joo Chiat Road project. Upon the basis of the evidence before it, and as admitted, the Panel was satisfied that Mr. Sin signed this tender on at least three occasions as the Complainant and that in doing so he;-

(a) falsely and knowingly represented that the Complainant knew of and had agreed to the tender submission;

(b) Falsely and knowingly represented to Warees that the Complainant had agreed to be bound by the terms of a specific undertaking provided for in this tender to safeguard official information;

(c) falsely and knowingly represented that the Complainant had signed as witness to Mr. Sin's signature; and

(d) knowingly signed the tender as the Complainant without the Complainant's knowledge or consent.

6.11 The Panel again concluded that physically signing as the Complainant, purporting to be someone else by forging their signature, is inherently dishonest by the standards of ordinary decent people. It accordingly upheld **Allegation 2** in its entirety.

6.12 The Panel further and separately considered that the Regulated Member clearly in so doing demonstrated a lack of professional integrity. It was again particularly troubled in this respect by Mr. Sin's conduct in forging the Complainant's signature in order to circumvent the requirement for a witness to his own signature. The Panel's concern was further heightened in this case because the false signature was also applied in the context of a specific undertaking to safeguard official information. The Panel also accordingly upheld **Allegation 4** in its entirety.

Breach of Rule 3 of the Rules of Conduct for Members 2007

6.13 The Panel concluded that, in respect of each Allegation, Mr. Sin had acted contrary to Rule 3 of the RICS Rules of Conduct for Members 2007. More specifically, the Regulated Member had not acted with integrity and had acted in a way that was inconsistent with his professional obligations.

Decision on Liability to Disciplinary Action

6.14 The findings in this case are on any view serious, involving a repeated pattern of conduct which the Panel has found to be dishonest and which is such as to bring into question the Regulated Member's professional integrity. The Panel considers it is never appropriate professionally to sign a commercial document purporting to be someone else by forging their signature. Such conduct clearly risks bringing the surveyors profession into disrepute. The Panel has no hesitation in finding that the allegations, as found proved in this case, individually and collectively give rise to a liability to disciplinary action. It so finds.

7. Decision on Sanction

7.1 In considering the question of sanction, the Panel had regard to oral submissions received from Mr. Rich and received and accepted advice from its legal adviser. It had regard to all of the circumstances of the case, bearing in mind that the purpose of sanctions is not to be punitive but to protect the public interest, including the reputation of the profession and of the RICS as its professional regulator. It reminded itself that any sanction imposed should be proportionate to the conduct found proved and the risk to the public interest which arose as a

result. The Panel had careful regard to the relevant RICS published Sanctions Policy and related Penalty guidelines. It recognised however that the decision on sanction was one for its judgement, considering the particular circumstances of the case.

- 7.2 The Panel considered the mitigating and aggravating factors in the case. It noted that the Regulated Member had no previous disciplinary record. It considered that there were a number of aggravating factors, including the limited engagement demonstrated by Mr. Sin with RICS and the lack of any real discernible insight or remorse as to the seriousness of the allegations in this case. Also relevant were the fact that the conduct in question had been deliberate, had occurred during the course of the Regulated Member's professional life and had been motivated, at least in part, by the pursuit of personal benefit or gain, in seeking to 'win' the contracts in question. The conduct - the forging of the Complainant's signature - had not been a single isolated incident, but repeated in relation to two separate contract tenders, some three years apart. The conduct itself involved dishonesty and lack of integrity and clearly had the potential both to harm the public and to bring the profession into disrepute, a concern that was further exacerbated by the high risk of repetition given the Regulated Member's lack of insight. Such conduct would undermine trust in the profession, particularly where, as here, it occurred in the context of a public procurement process.
- 7.3 The Panel had no hesitation in concluding that the imposition of a sanction was necessary and appropriate in this case, to mark the seriousness of the conduct and its potential reputational impact. The Panel considered each of the available sanctions in turn, starting with the least serious.
- 7.4 It did not consider that a caution or reprimand would adequately mark the breach of public trust in this case. It equally did not consider that the imposition of undertakings would be effective or appropriate in circumstances where the core concern in this case was of an ethical nature. A monetary fine would not for its part address the Panel's concern that the Regulated Member had not demonstrated any meaningful insight or therefore the real concern as to the risk of repetition. The Panel considered whether it might be possible to impose

conditions on the Regulated Member's continued membership, but again and for the same reasons this did not seem appropriate or likely to be effective where the underlying concern was ethical.

7.5 This case has involved conduct of a serious nature which was fundamentally dishonest and lacking in integrity. The Regulated Member had deliberately forged the signature of a professional colleague on two separate occasions for the purpose of gaining work in the context of a public procurement process. He had thereby manifestly sought to circumvent the formal requirements put in place to ensure that such procurements follow appropriate governance. This was a serious breach of the trust placed in the profession by the public, and by public institutions.

7.6 In all of the circumstances, the Panel considered that it was necessary and appropriate in this case to expel Mr. Sin from RICS. It so orders.

8. Publication

8.1 The Panel considered the RICS guidance as to publication of its decisions. The guidance provides that it is usual for the decisions of the Panel to be published on RICS' website and in the RICS online journal, Modus. The Panel considered that this would be appropriate in this case.

8.2 The Panel accordingly ordered that this decision be published on RICS' website and in RICS Modus, in accordance with Supplement 3 to the RICS Sanctions Policy, version 8.

9. Costs

9.1 RICS made an application for its costs arising from these proceedings, in the total sum of £13,374.50 sterling. This was somewhat less than the amount shown in the Schedule of Costs which had been served by RICS on Mr Sin by email, in advance of the hearing and in accordance with the Rules. The originally notified figure had been reduced upon the basis that the hearing would conclude within two days, rather than the four days for which it had originally been

scheduled.

- 9.2 Mr. Sin had not provided any specific information about his financial circumstances and the Panel accordingly had no meaningful information as to his means or ability to pay.
- 9.3 The Panel considered that it is appropriate to make an award of costs in this case. The costs of these proceedings, arising from Mr Sin's conduct, would otherwise fall to be borne by the RICS membership at large.
- 9.4 The Panel considers the amount sought by RICS by way of costs to be reasonable in all of the circumstances of this case. It directs Mr Sin to pay costs to RICS in the sum of £13,374.50 sterling, as sought.

10. Appeal Period

- 10.1 Mr Sin has 28 days, from the service of the notification of this decision, to appeal this decision in accordance with Rule 153 of the Rules.
- 10.2 In accordance with Rule 166 of the Rules, the RICS Chair of Governing Council has 28 days to apply for a review of this Decision.