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

**[1988] SGHC 64**

Suit 177/1988

Between

Tan Ah Kwee

*… Plaintiff*

And

Region Development Pte Ltd

*… Defendant*

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# GROUNDS OF DECISION

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Civil Procedure — Injunctions

Version No 1: 11 Sep 2026 (01:05 hrs)

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# Tan Ah Kwee v Region Development Pte Ltd

**[1988] SGHC 64**

Suit 177/1988
Chao Hick Tin JC
22 August 1988

1 By this action the plaintiff claimed for an injunction to restrain the defendants from damaging or demolishing the building consisting of premises known as 4R, 4S and 4T, Jalan Ampas, Singapore. The plaintiff also claimed for damages.

2 The plaintiff alleged that he was the owner of the structures of premises 4R, 4S and 4T and that he had been residing at 4S for more than 25 years prior to the commencement of the action.

3 On an ex parte application in chambers, an interim injunction was granted on 25 January 1988 to the plaintiff restraining the defendants from damaging, demolishing and/or destroying the building comprising premises 4R, 4S and 4T. The defendants applied to have the interim injunction discharged or alternatively the injunction discharged in so far as premises 4R and 4T were concerned. Having heard the parties on 16 May 1988, I discharged the injunction as regards premises 4R and 4T. The plaintiff was dissatisfied with this order and has appealed [the appeal was withdrawn]. I now give my reasons.

4 It appeared from the photograph exhibited in the affidavit filed in these proceedings that 4R, 4S and 4T were three adjoining single-storey terraced premises. They were erected on Lot 221, Mukim 17, which contained an area of 62,563 sq ft (hereinafter called `the said land`). The said land was bought by the plaintiff`s grandmother, one Low Soon Kim, on 7 January 1938. Then, there was only one shophouse built on it known as No 4, Jalan Ampas. The plaintiff claimed that subsequently (date not specified) his grandmother built ten more zinc- roofed buildings on the said land, each building divided into several units. The plaintiff alleged that these were rent-controlled premises.

5 The said land was on 8 October 1953 conveyed by the plaintiff`s grandmother to her three sons, Tan Bak Song (the father of the plaintiff), Tan Bak Meng and Tan Bak Liang. The said three sons were also the owners of Lot 2743, Mukim 17 (`Lot 2734`). By a deed of exchange effected on 9 November 1972, there was a land swop whereby Tan Bak Song (the father of the plaintiff) became the sole owner of Lot 2734 and Tan Bak Meng and Tan Bak Liang became the owners of the said land. The said land was, on or about 15 October 1987, sold by their owners to Tai Win Realty Pte Ltd, which in turn sold it to the defendants on 19 November 1987. As regards Lot 2734, it was, on 4 January 1974, conveyed by Tan Bak Song to the plaintiff and two others, Tan Ah Kou and Tan Ah Aye. On 1 October 1987, the plaintiff and the two others sold and transferred Lot 2734 to Ban Lee Investments (Pte) Ltd

6 It was not disputed that the plaintiff was (and still is) residing at premises 4S. It was also not disputed that at the relevant time, premises 4R and 4T were occupied by other tenants who moved out after receiving compensation from the defendants. The plaintiff, however, claimed ownership to the structures of all three premises on the ground that his grandmother, the said Low Soon Kim, who was then the owner of the said land, had at his wedding party on 18 June

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1952, gave the whole building (consisting of premises 4R, 4S and 4T) to the plaintiff as his wedding present for a matrimonial home. In the alternative, the plaintiff claimed ownership to that part of the said land, on which the structures stood, on the ground of adverse possession.

7 **Serious questions to be tried?**

8 All that was before me was a bare assertion by the plaintiff (supported by a family friend, one Chan Kim Suan) that his grandmother, by word of mouth uttered on his wedding day, was going to give him the building consisting of premises 4R, 4S and 4T. Even if there was such an oral promise, nothing had been done to give effect to it: it was not carried out. Instead, as stated above, what occurred was that the grandmother, in 1953, transferred the said land, together with all the premises thereon, to her three children, Tan Bak Song, Tan Bak Meng and Tan Bak Liang. It was of significance that the deed of conveyance referred only to `the messuage or dwelling house erected thereon and known as No 4, Jalan Ampas, Singapore`. No mention was made in the deed of the other ten [gt ]400[lt ] buildings which were allegedly built thereon by the plaintiff`s grandmother before Semptember 1947. Accordingly, the alleged oral gift by the grandmother in 1952 could hardly be true.

9 Other documents produced also showed that the plaintiff`s claim to ownership of the structures was without any basis. In the Property Tax Department, Tan Bak Liang was listed as the owner of premises 4R and 4S. In the case of premises 4T, the tenant, one Pang Chew Fui, was on the record of the department as the person liable to pay property tax. The rent receipts issued by Tan Bak Liang were for ground rents and not for rents, which indicated that the structures did not belong to the plaintiff or his uncle Tan Bak Liang. To explain why the receipts were not issued by him, the plaintiff said that as a

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matter of convenience, he had asked his uncle Tan Bak Liang to collect rents on his behalf from the tenants occupying premises 4R and 4T. That was a bald assertion not supported by any evidence.

10 The defendants, as the purchasers and new owners of the said land, were the owners of all structures thereon subject only to the rights of any tenant to protection under the Control of Rent Act or any prior equity of any person of which the defendants knew or ought to have known. Indeed in the indenture of conveyance dated 15 October 1987, premises 4R, 4S and 4T were, among others, expressly conveyed to the purchasers. No evidence had been produced to show that the defendants, a bona fide purchaser in good faith, knew or ought to have known that the plaintiff was the owner of the structures of the premises 4R, 4S and 4T. I did not think that as a bona fide purchaser in good faith and without notice of the plaintiff`s alleged equity, the defendants were affected by it.

11 I appreciated that it was not for this court at this stage of the proceedings to resolve the conflict of evidence on affidavits as to facts. But where on the plaintiff`s own evidence nothing was shown that he was the owner of the structures of premises 4R, 4S and 4T and where he had also failed to show in any respect that the defendants` rights as a bona fide purchaser in good faith of the said land were affected by the alleged equity of the plaintiff, there was accordingly no serious question to be tried. On the plaintiff`s own evidence he had been residing only at premises 4S but not at 4R and 4T. Even if the Control of Rent Act applied, the plaintiff could only claim protection thereunder in respect of premises 4S. He did not deny that the tenants who were staying at premises 4R and 4T had moved out after being paid off by the defendants (see para 16 of the affidavit of the plaintiff filed on 11 May 1988).

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12 For the aforesaid reasons, I was of the view that the claim based on ownership of the structures was frivolous. The plaintiff had no equity enforceable against the defendants. Accordingly, I did not think there was any basis whatsoever for continuing the injunction in so far as premises 4R and 4T were concerned. There was nothing to show that the plaintiff had any real prospect of succeeding in his claim for a permanent injunction at the trial as regards premises 4R and 4T.

13 However, as regards premises 4S, the plaintiff was (and still is) residing there. There was at least one serious question to be tried, ie his claim to adverse possession, having resided therein as claimed by the plaintiff for more than twenty five years. Therefore, I allowed the injunction to continue in respect of premises 4S.

14 **Whether damages an adequate remedy and balance of convenience**

15 Even if I should be wrong as regards the position of the plaintiff`s claim to ownership of the structures of 4R and 4T, the next question was whether damages would be an adequate compensation for the plaintiff. The law on this was set out by Lord Diplock in ***American Cyanamid Co v Ethicon Ltd*** [1975]1 All ER 504 at p 510 as follows:

> *... the governing principle is that the court should first consider whether if the plaintiff were to succeed at the trial in establishing his right to a permanent injunction he would be adequately compensated by an award of damages for the loss he would have sustained as a result of the defendant`s continuing to do what was sought to be enjoined between the time of the application and the time of the trial. If damages in the measure recoverable at common law would be an adequate remedy and the defendant would be in a financial position to pay them, no interlocutory injunction should normally be granted, however strong the plaintiff`s claim appeared to be at that stage.*

16 In his arguments before me, counsel for the plaintiff did not deny that the plaintiff`s primary concern was to be paid a fair and reasonable compensation. In para 2 of the plaintiff`s affidavit filed herein on 25 January 1988, he stated that `the defendants have recently bought the land without vacant possession. Accordingly the defendants were obliged to pay compensation to all occupiers of the said land.` There should be no difficulty in assessing a fair monetary value for the structures of 4R and 4T. Indeed, at the close of the hearing but before making the order, when I indicated that I was inclined to discharge the interim injunction in so far as premises 4R and 4T were concerned, counsel for the plaintiff asked that the lifting of the interim injunction, if I were so inclined, be deferred for a month to enable the plaintiff to seek a valuer to evaluate the worth of the structures. I acceded to this request though I only granted a two-week deferment as I thought that that would be more than sufficient for a valuation to be made.

17 There was no allegation that the defendants would not be in a financial position to pay whatever damages that might be assessed against the defendants. On the contrary, it was clear that the defendants would be in a position to pay the damages, if any, awarded in favour of the plaintiff. 24 ***Halsbury`s Laws of England*** (4th Ed) at para 956 states the following:

> *Where any doubt exists as to the plaintiff`s right ... in determining whether an interlocutory injunction should be granted, the court takes into consideration the balance of convenience to the parties and the nature of the injury which the defendant, on the one hand, would suffer if the injunction was granted and he should ultimately turn out to be right, and that which the plaintiff, on the other hand, might sustain if the injunction was refused and he should ultimately turn out to be right. The extent to which the disadvantages to each party would be incapable of being compensated in damages in the event of his succeeding at the trial is always a significant factor in assessing where the balance of convenience lies. The burden of proof that the inconvenience which the plaintiff will suffer by the refusal of the*

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> *injunction is greater than that which the defendant will suffer if it is granted lies on the plaintiff.*

18 On the facts of this case, to say that there were doubts as to the plaintiffs rights over the structures was to manifestly overstate the plaintiff`s case. Be that as it may, applying the principles just quoted, I was of the view that the balance of convenience was clearly in favour of the defendants who were developers. Any unnecessary injunction would cause delay in the development of the said land. The injury which the defendants would suffer would be immense and difficult to assess.

19 ***Order accordingly.***

Chao Hick Tin JC

BT Tan (BT Tan & Co) for the plaintiff
Anne Duray (Leo Fernando) for the defendants

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