IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1992] SGHC 69

DCA 76/1991

Between

Lim Lip Hua

… *Appellant*

And

Seah Construction Pte Ltd

… *Respondent*

GROUNDS OF DECISION

Civil Procedure — Injunctions

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

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

Lim Lip Hua v Seah Construction Pte Ltd

[1992] SGHC 69

DCA 76/1991
Yong Pung How CJ
20 March 1992

1 This was an appeal against the discharge of an interim mandatory injunction ordering:

> *that the defendants do reinstate the toilet at the said premises by constructing a toilet for the use of the plaintiff at the same site of the toilet that was broken down by the defendants, their agents or servants.*

2 The appellant is and was, at all material times, the tenant of the premises known as 4C Florence Road, Singapore 1954. His family had been tenants since 1945. The respondents, who were property developers, were the new owners of the land on which the premises stood, having become owners sometime in 1989. The respondents were apparently interested in redeveloping the property, and had experienced difficulty in recovering vacant possession.

3 It was alleged by the appellant that from about April 1990, the respondents had hindered and interrupted his tenancy, causing him discomfort, inconvenience and annoyance. More specifically, he complained that in April 1990 the responplaced three giant concrete beams at the entrance of the lane leading to the premises; in June 1990, the respondents barricaded the surroundings of the premises, and in July 1990, the respondents placed massive

quantities of sand and debris around the premises. All these acts of the respondents made it extremely difficult for the appellant to enter and leave his premises. Finally, the appellant complained that, to cap it all, on 14 October 1990, the respondents caused the only lavatory of the premises to be demolished.

4 On 7 December 1990, the appellant issued a writ against the respondents, in which he also claimed, firstly, an injunction to restrain the respondents from interfering with the appellant`s quiet enjoyment of the premises, and in any way breaking, pulling down or demolishing the premises until the trial of the action or until further order; secondly, an order that the respondents do reinstate the toilet at the premises by constructing a toilet for the use of the appellant at the same site as the toilet that was demolished by the respondents. On 11 December 1990, the appellant obtained from a district judge interim orders in these terms. It appears that notwithstanding these orders, disputes continued between them. The responclaimed that on their instructions, their building contractors built a lavatory on 18 March 1991 although no plans or specifications had been given to them by the appellant as to how the lavatory ought to be constructed. On the other hand, the appellant contended that what had been put up was not a lavatory in any sense of the term, but was merely a covered shed, using a few planks, and with no water supply. After some further friction between the parties, including an application by the appellant for an order for committal against the respondents` directors, the respondents applied for the interim orders to be discharged. After hearing counsel for the parties, the learned district judge ordered that the interim order restraining the respondents from interfering with the appellant`s quiet enjoyment of the premises be continued; but he discharged the order for the reinstatement of the toilet. The appellant appealed against the discharge of this order to the High Court.

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

5 In deciding to discharge the order for the reinstatement of the toilet, the learned district judge accepted the submission by the respondents` counsel that the injunction must be discharged because the respondents had not been informed as to what exactly they had to do. The earlier order had not specified what sort of toilet the appellant was entitled to, and the respondents had not been given any specifications or other details as to how the toilet was to be constructed. It was the appellant`s duty to provide information as to how this was to be done, and the absence of such information posed a serious obstacle to the respondents.

6 At the start of the hearing of this appeal, counsel for the respondents made two preliminary objections. Firstly, the appellant had failed to serve on the responor their solicitors his notice of appeal. Secondly, although the draft index of the documents to be included in the record of appeal had been sent to the respondents` solicitors on 6 December 1991, the appellant had filed his record of appeal on the same day before the respondents` solicitors could approve the draft index within the time provided by O 54 r 7(3) of the Subordinate Courts Rules 1986. Since the respondents had failed to make any complaint until the present hearing, I dismissed both objections.

7 The appellant`s main contention before this court was that the order was sufficiently clear so as to require no further details for implementation of the order. The learned district judge placed great reliance on the leading case of **Morris & Anor v Redland Bricks Ltd** [1970] AC 652 in which it was said that in relation to mandatory injunctions, the court must be careful to see that the defendant knows exactly what he had to do, so that in carrying out the order he can give his contractors the proper instructions. The principle was said to have been summed up in **Fishenden v Higgs & Hill Ltd** [1935] 153 LT 128 at p 142:

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

> *... a mandatory injunction, except in very exceptional circumstances, ought to be granted in such terms that the person against whom it is granted ought to know exactly what he had to do.*

8 One exception envisaged in the ***Redland Bricks*** case1 itself was an order to restore a right of way to its former condition. Such an order would be so simple as to require no further elucidation in the court order. What appear to have been important considerations in their Lordships` minds were that, firstly, the cost of restoration of o30,000 was unreasonable in view of the fact that the appellants had acted reasonably; and secondly, given that the order imposed an unlimited and unqualified obligation on the appellants, the expenditure of even o30,000 would not necessarily have ensured compliance with it.

9 In contrast, the respondents` behaviour in the present appeal smacked of unreasonable behaviour. Furthermore, compliance could also have been guaranteed: it is one thing to try and restore `nature` to its original position as in the ***Redland Bricks*** case1 and another to reconstruct a man-made object. What the House of Lords in the ***Redland Bricks*** case1 appeared to be concerned with was the point that at the time the order is made, the court should be in a position to assess the cost of compliance. This can be accomplished with more ease in the case of the construction of a toilet, and in fact the appellants themselves went so far as to get a quotation.

10 The present appeal could be argued to be more akin to **Kennard v Cory Bros & Co** [1922] Ch 265 in which an injunction ordering the defendants to remove certain obstructions in the remedial works was justified on the basis that `The work to be done is quite specific and definite, and no real difficulty can be reasonably apprehended in ascertaining whether the defendants have complied with such an order or not.`

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

11 In the present appeal, the order was to `reinstate` a toilet, ie to install a toilet with reference to the toilet that once used to be there. This is clear from the appellant`s affidavit of 8 December 1990 in which he prayed that the defendants be ordered to `put up the toilet which they have caused to be demolished ...`. If the appellants had not given evidence as to the condition of the previous toilet, it might have been arguable that the order was still not specific enough, although, given the fact that it was the respondents who had destroyed the toilet and who therefore would have known what sort of toilet it was, the order should have been clear enough to them in the circumstances. However, evidence was in fact given as to the state of the original toilet in the appellant`s affidavit of 31 July 1991:

> (9) The toilet that was demolished by the defendants` servants, was with modern latrine facility comprising a squat basin and flush.

12 The respondents, in a later affidavit dated 5 August 1991, denied knowledge of the type of toilet used. This should have no bearing on the question of the certainty of the order as it was not denied that the toilet included a squat basin and flush. The respondents are a construction company, and should have had no difficulty in complying with what to them must have been a simple order. Furthermore, no real difficulty should have existed in ascertaining whether the order had been complied with or not. As to the costs of construction, the estimate of $3,500 by the appellants, which was not challenged by the respondents, was a far cry from the o30,000-odd involved in the ***Redland Bricks*** case.1

13 As a second ground for allowing the appeal, it may be noted that it was the respondents` contention that they had complied with the order and had instructed their contractors to build a toilet. From this, it can be inferred that

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

they accepted that a toilet should have been built. Instead, a mere shed was built which the respondents claimed to be the toilet required under the order. What they then sought to do was to turn around from asserting compliance with the order to asserting that the toilet should not be built at all. The proper course would have been to ask for further particulars or variation of the order if they were really in doubt. Be that as it may, this course was unwarranted in the present appeal for the reasons stated above.

14 In view of the above, I allowed the appeal with costs.

15 **Outcome:**

Yong Pung How CJ

S Bhargavan (Bhargavan & Co) for the appellant
Johnny Seah Choon Huat (Seah & Co) for the respondents

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