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

[2022] SGHC 281

Originating Summons No 326 of 2022

In the matter of Order 7, Rule 2 of the Rules of Court (Cap 322, R 5)

Between

Aviation Hub Pte Ltd

… *Plaintiff*

And

Danial Higgins

… *Defendant*

EX TEMPORE JUDGMENT

[Civil Procedure — Injunctions]
[Land — Licences — Contractual]
[Tort — Trespass]

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Aviation Hub Pte Ltd
v
Higgins, Daniel

[2022] SGHC 281

General Division of the High Court — Originating Summons No 326 of 2022
Goh Yihan JC
3 November 2022

4 November 2022

Goh Yihan JC:

1 This is the plaintiff's application for, among others, the following orders:

(a) That a declaration be made that the plaintiff is entitled to remove, destroy and/or otherwise dispose of the LearJet 24 with marking T7-SAM ("the Aircraft") parked on 62/80 Seletar Aerospace View ("the Property").

(b) That the defendant pays the plaintiff the sum of $234,900, or such other sum as may be determined by the Court, being the hangarage/aircraft parking fees due from the defendant to the plaintiff.

(c) Further and/or in the alternative, that the defendant pays the plaintiff damages to be assessed.

2 The defendant was absent at the hearing before me despite being notified of the hearing date and served with all the relevant papers. Having considered the plaintiff's submissions in the absence of the defendant, I allow prayer (a) in part, and prayers (b) and (c) in full. I provide my reasons in this *ex tempore* judgment.

Background facts

3 By way of background, the plaintiff, Aviation Hub Pte Ltd, is a Singapore incorporated company which acquired the Property from MAJ Aviation Pte Ltd ("MAJ") on 1 September 2021. The defendant, Danial Higgins, is the owner of the Aircraft at all the relevant times.

4 On 15 May 2014, MAJ entered into a contract with the defendant for MAJ to provide annual aircraft servicing and hangarage in respect of the Aircraft ("the Contract"). The terms of the Contract were recorded in an exchange of emails between MAJ and the defendant on 15 May 2014. Pursuant to the Contract, MAJ agreed to provide long-term hangar parking services for the Aircraft at $2,900 per month ("the Hangarage Fees"). Accordingly, MAJ had granted the defendant a contractual licence to park the Aircraft on the Property ("the Licence"). In December 2014, the defendant defaulted on his obligation to pay the Hangarage Fees. While MAJ has sought payment of the outstanding Hangarage Fees since March 2015, no payment has been received.

5 On 18 March 2019, MAJ instructed its solicitors to inform the defendant that the receiver appointed over MAJ's property had seized its assets, including the hangar where the Aircraft was parked. MAJ demanded the removal of the Aircraft from the Property. The defendant did not comply. Instead, he alleged

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on 12 May 2019 via email that he could not remove the Aircraft due to damage attributable to a MAJ employee.

6 On 15 July 2021, MAJ informed the defendant by email that the receiver had procured a buyer for the Property, and the receiver had informed MAJ that it must remove the Aircraft by 3 August 2021. MAJ also informed the defendant that he had not paid MAJ the maintenance fees or Hangarage Fees in respect of the Aircraft for many years. However, the defendant failed to remove the Aircraft by 3 August 2021.

7 On 1 September 2021, the plaintiff acquired the Property from MAJ. The plaintiff then demanded the defendant remove the Aircraft by 15 September 2021. The plaintiff also stated in its email that if it did not hear from the defendant by that date, it will assume the defendant has abandoned the Aircraft and proceed to dispose of it so that it can proceed with renovation works on the hangar situated on the Property. On 4 September 2021, the defendant replied but only to inform that if the plaintiff wished to continue discussions regarding the removal of the Aircraft, it should exclude a certain officer from MAJ from the correspondence.

8 On 29 September 2021, the plaintiff instructed its solicitors to write to the defendant to inform the latter that his continued refusal to remove the Aircraft that was parked on the Property without the plaintiff's consent is an act which amounts to continuing trespass in relation to the plaintiff's property rights. The letter also demanded for the defendant to remove the Aircraft by 8 October 2021, failing which the plaintiff will take steps to remove or demolish the Aircraft. There was no reply from the defendant.

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9 On 24 January 2022, by way of a Deed of Assignment, MAJ assigned the Hangarage Fees and all rights, title, claims, demands, benefits, and interest under and in respect of the Fees to the plaintiff free and clear of any other claims, rights, or interest of any person whatsoever. Crucially, the Deed of Assignment does not purport to assign or transfer any rights or obligations under the Contract. On 18 March 2022, the plaintiff again instructed its solicitors to write to the defendant to demand payment of $234,900, being the Hangarage Fees accrued between December 2014 and 1 September 2021 (*ie*, 81 months x $2,900 per month). The plaintiff also said that the Hangarage Fees *continue* to accrue at a daily rate of $2,900 a month, until such date as the Aircraft is removed or demolished and continued to demand that the defendant make payment of the Fees and take immediate steps to remove the Aircraft from the Property.

10 The plaintiff therefore commenced the present application.

The relevant issues

11 Having set out the background facts, there are, to my mind, two broad relevant issues.

12 First, I need to determine if the plaintiff has established an actionable trespass on the facts. This is for the simple reason that the primary remedies which the plaintiff seeks flow from an actionable trespass.

13 Second, assuming that the plaintiff is able to prove an actionable trespass, I will then need to consider if the plaintiff is entitled to the remedies it has prayed for, namely (a) a declaration that it can remove, destroy or dispose of the Aircraft, (b) the accrued Hangarage Fees of $234,900, and (c) damages arising from the defendant's continued trespass (if so proved).

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Whether the plaintiff has established an actionable trespass

14 In my view, the plaintiff has established an actionable trespass caused by the defendant's Aircraft being present on the Property. I say so for the following reasons.

The defendant's Licence to park the Aircraft was revoked

15 First, I find that the defendant's Licence to park the Aircraft at the Property was revoked upon MAJ selling the Property to the plaintiff. This is essential to the plaintiff's case on trespass as it nullifies a possible defence that the defendant might have had. According to Professor Gary Chan's seminal textbook, *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) ("*The Law of Torts in Singapore*") (at para 10.003), in order to establish a tortious action in trespass to land, the plaintiff must show that: (a) the defendant committed an act of interference with the plaintiff's land; (b) the act was voluntary and direct; and (c) the land was in the possession of the plaintiff. It is clear that these elements are satisfied in the present case.

16 However, where legal authority exists for the defendant to enter upon the land, the plaintiff cannot succeed in trespass. Thus, a licence may have been given to the defendant to enter into or remain on the land. This would be a complete defence to trespass (see the High Court decision in *Tan Hin Leong v Lee Teck Im* [2000] 1 SLR(R) 891 at [16]). Where such a licence is conferred by way of a contract, its scope and revocability is necessarily determined by construing the terms of the contract (see the decision of the Court of Appeal in *Tan Hin Leong v Lee Teck Im* [2001] 1 SLR(R) 167 at [17]–[18]). Relatedly, it is beyond dispute that the revocability of licences which are based on contract is a matter for contract law, not land law (see Tang Hang Wu and Kelvin F K Low, *Tan Sook Yee's Principles of Singapore Law Land*

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(LexisNexis, 4th Ed, 2019) at p 649). However, where the contract is silent on these matters, the intention of the parties is to be inferred from the circumstances of the case and much depends on the purpose for which the licence was granted (see Alvin See, Yip Man and Goh Yihan, *Property and Trust Law in Singapore* (Wolters Kluwer, 2018) at p 181).

17 In the present case, the Contract clearly gave the defendant the Licence to park the Aircraft on the Property. The terms of the Contract are encompassed in an email dated 15 May 2014 from MAJ to the defendant. I reproduce the contents of the email below:[1]

> Dear Danial Higgins,
>
> Thanks for visiting our hangar and your interest to use our hangar for your aircraft annual servicing. I am pleased to provide the following quote:
>
> Ad-hoc
>
> 1. Hangar space for Learjet 24 annual servicing: $190 per day.
>
> 2. 3rd party maintenance surcharge is $40 per hour during office hour and $60 per hour outside office hour.
>
> 3. MAJ Manpower cost without sign off is $75 per man-hour during office hour and $105 hour during outside office hour. 3rd party Maintenance surcharge is waived.
>
> 4. Aircraft towing during office hour is $150 per tow. Outside office hour is $300 per tow.
>
> 5. Airside gate opening during MAJ Airside gate opening hour is $40 per occasion. Outside this timing is $120 per occasion.
>
> 6. Aircraft wash during office hour is $500 per hour. Outside this hour is $750 per wash.
>
> Long-term Hangar parking arrangement for Learjet 24
>
> 1. Monthly charge is $2,900 per month.
>
> 2. All towing to/**from active bay and hangar** is FOC during office hour. Outside office-hour is $300 per towing

[1] Affidavit of Kymberly Perry Liaw Sze Kia dated 31 March 2022 at p 10.

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> 3. All airside gate opening during the Airside gate operating hour is FOC. Outside this hour is $120 per occasion.
>
> 4. Surcharge for maintenance is $40 during office hour and $60 outside office hour.
>
> 5. MAJ Manpower cost without sign off is $75 per man-hour during office hour and $105 per hour during outside office hour. 3rd party Maintenance surcharge is waived.
>
> Long-term Compact Parking arrangement for Learjet 24
>
> 1. Compact parking is $1,210 per month
>
> 2. All towing to/from **active bay and Compact parking** is FOC during office hour. Outside office-hour is $300 per towing
>
> 3. Usage of hangar is charge at $190 per day if required
>
> 4. Airside gate opening during Airside gate opening hour is $40 per occasion. Outside this timing is $120 per occasion.
>
> Notes:
>
> a. Office hour: Mon through Fri, 9am to 5pm
>
> b. MAJ Airside gate operating hour is Mon through Sun including Public Holiday, 7am to 7pm
>
> Please let me know if you have any queries.
>
> Best regards,
>
> Teng Kim Hai
> Chief Operations Office/Executive Director
> Mobile: [redacted]
>
> [emphasis in original]

18 While the Contract is curiously informal and short, and does not contain important particulars such as when the Licence can be revoked for cause, what is important for present purposes is that the Licence is a contractual one and flows from the Contract. In my view, leaving aside the terms of the Contract, which do not matter for this analysis, the Licence was revoked upon the sale of the Property from MAJ to the plaintiff.

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19 That the sale of the Property would have such an effect can be seen from the Court of Appeal decision of *Neo Hock Pheng and others v Teo Siew Peng and others* [1999] 1 SLR(R) 592 ("*Neo Hock Pheng*"). In that case, a developer wrongly sited the boundary fencing of 30 and 32 Jalan Pelatok and it had encroached into 27 Jalan Kuang. The developer later reached an agreement with the owners of 30 and 32 Jalan Pelatok to permit him to connect the sewerage system in 27 Jalan Kuang with the existing sewerage system running through 32 Jalan Pelatok. In return, the developer purported to grant the owners a licence to use the "encroached land". He also agreed not to sell the encroached land either by itself or combined with other land. However, the developer later sold 27 Jalan Kuang with the encroached land. The Court of Appeal held (at [23]) that in effecting the sale, the developer had revoked the licence and breached his agreement not to sell the licensed land. The licensor's act of selling his title in the land effectively revoked the licence. As such, the effect of *Neo Hock Pheng* in the present case is that the Licence was revoked on 1 September 2021 once MAJ successfully sold the Property to the plaintiff.

The Licence does not bind the plaintiff as a third party purchaser with notice

20 For completeness, although the plaintiff clearly bought the Property with notice of the Licence, I do not think that the Licence can bind a third party such as the plaintiff. To begin with, the plaintiff is *not* a party to the Contract, it having been entered into between MAJ and the defendant. The basic point is that a contractual licence gives rise to personal rights only without creating any proprietary interest, and therefore, is not binding on third parties.

21 However, I recognise that this settled view was disturbed by Lord Denning MR's view, expressed in cases such as *Errington v Errington*

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[1952] 1 KB 290 and *Binions v Evans* [1972] Ch 359, that a contractual licence could bind third parties with notice and gave rise to an equitable interest in land. That said, the English Court of Appeal in *Ashburn Anstalt v Arnold* [1989] Ch 1 ("*Ashburn Anstalt*") has since disapproved of this view, holding that a contractual licence did not create an interest in land. It is only where a constructive trust would arise as the transferee's conscience was affected, that such a licence would bind a third party, and mere notice does not give rise to such a trust (at 25E–H *per* Fox LJ). In Singapore, Valerie Thean J in the High Court decision of *UJT v UJR and another matter* [2018] 4 SLR 931 held (at [73]) that while there is no Singapore decision which dealt with whether a contractual licence is capable of binding third parties, the Court of Appeal in *Guy Neale and others v Ku De Ta SG Pte Ltd* [2015] 4 SLR 283 ("*Guy Neale*") had, by way of *obiter dicta*, endorsed the position taken in *Ashburn Anstalt*. Sundaresh Menon CJ had said this (at [80]):

> … A licence in respect of land, which is personal in nature, will generally not bind a purchaser of land *even if that purchaser had notice of the licence*, though admittedly, this has limits: thus, a court of equity will not permit such a purchaser to deny the licensee his rights if his conscience had been so affected that it would be inequitable to allow him to do so and a constructive trust will be imposed to uphold the rights of the licensee (*Ashburn Anstalt v Arnold* [1989] Ch 1 ('*Ashburn*') at 25–27).
>
> [emphasis in original]

22 Accordingly, on the authority of *Guy Neale* as well as Thean J's analysis in *UJT v UJR* (which I respectfully agree with), I would regard as a general proposition of Singapore law that a contractual licence cannot generally bind third parties unless the transferee's conscience was affected and a constructive trust should be imposed to uphold the rights of the licensee.

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23 In the present case, there is no evidence or allegation of circumstances which would affect the plaintiff's conscience so that a constructive trust should be imposed. As such, I do not find that the Licence binds the plaintiff, even though the plaintiff clearly bought the Property with notice of the Licence.

24 Finally, I should note that the assignment of 24 January 2022 did not assign the burdens of the Contract, such as the Licence, on the plaintiff. In any case, since the Licence had been revoked by MAJ prior in September 2021 by effecting the sale, there would have been no licence to assign, if this was even contemplated or possible.

Conclusion in relation to actionable trespass

25 It accordingly follows that the defendant cannot point to the Licence as a legal authority for him to continue parking the Aircraft on the Property. While the defendant may yet have a contractual action against MAJ, what is relevant for present purposes is that, as between the plaintiff and the defendant, there has simply not been the grant of any licence or permission for the latter to park the Aircraft. In the absence of a valid defence, I find that the defendant has been in trespass of the Property from 1 September 2021, which was when the Licence was revoked by MAJ's sale of the Property to the plaintiff.

26 On this basis, I turn to the remedies which the plaintiff is entitled to, which form the basis of its prayers (a), (b), and (c).

Whether the plaintiff is entitled to the remedies it has prayed for

The plaintiff can only remove the Aircraft but not to destroy or dispose of it

27 For reasons I will now explain, I find that the plaintiff can only remove the Aircraft but not to destroy or dispose of it.

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28 To begin with, I note that the plaintiff has characterised its prayer (a) as being for a "declaration" that it is entitled to remove, destroy, or dispose of the Aircraft. Mr Andre Yeap SC ("Mr Yeap"), who appeared on behalf of the plaintiff, clarified before me that this was because the plaintiff is actually seeking to invoke the self-help remedies available to the victim of an actionable trespass. On this clarification, I am satisfied that such self-help remedies can extend to the removal of the Aircraft because that not only cures the trespass, it also does not result in an irreversible outcome for the trespasser. While no direct case authority was cited to me, this seems to me to be a sensible outcome. For example, it seems practical that the owner of a carpark should have the liberty to remove a trespassing vehicle by way of a self-help remedy, instead of applying to the courts for permission to do that. However, so that the removal does not in effect amount to a disposal, I hold that the Aircraft can only be removed from the Property to a safe and secure location within Singapore from which the Aircraft can be retrieved by the defendant if he so wishes.

29 Moving along, I do not think that such self-help remedies go as far as allowing the destruction of property as the norm (see, *eg*, the English Court of Appeal decision in *Arthur and another v Anker and another* [1997] QB 564, where the vehicles in trespass were wheel-clamped instead). Put differently, I do not think that the plaintiff is automatically entitled to destroy or dispose of the Aircraft upon establishing an actionable trespass. The plaintiff primarily relies on Warren Khoo J's statement in *Lai Kong Jin t/a Porya Chai Chinese Arts and Dynasty Crafts Co v Siah Yock Suan* [1992] SGHC 195 ("*Lai Kong Jin*") as follows for its argued for proposition:

> Plaintiff's counsel submitted that even if the plaintiff were a trespasser, the defendant could not simply demolish his building. The defendant, he submitted, should have gone to court and asked for an order for possession. He was not able to

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> say whether in such a situation the owner of the land had the right of self-help.
>
> I was not assisted fully on this point, but it appears that a landowner does have such a right of self-help, subject to limitations. I take it as correct the following statements of the law in Halsbury's Laws of England 4th ed Vol 45, Para 1400.
>
> > "If a trespasser peaceably enters or is on land, the person who is in, or entitled to, possession may require him to leave, and if he refuses to leave may remove him from the land, using no more force than is reasonably necessary."
>
> At para. 1248: "... if a stranger erects by way of trespass a building on the land of another, the latter is entitled to pull it down in ejecting the intruder."
>
> If the defendant had the right to eject the plaintiff by pulling down the structure put up by the plaintiff's predecessor, it does not seem to me to matter that the defendant did not know that she had such a right. Neither does it matter that she had the plaintiff's structure pulled down on the strength of a court order which did not correctly identify the unauthorised structure. She in fact did not need any court order.

30 In my view, the plaintiff's reliance on *Lai Kong Jin* is misplaced in so far as the destroying and disposing of the Aircraft is concerned because the case involved a landowner's common law right to evict a trespasser by, among others, pulling down the building in which the trespasser is in. Thus, in that case, the plaintiff claimed against the defendant damages for wrongfully entering and demolishing a building which he supposedly owned, which stood on the defendant's land. However, it turned out that the plaintiff could not show any right to the building, not even a licence. The plaintiff was thus a trespasser on the defendant's land. It was in this context that the plaintiff argued that even if he were a trespasser, the defendant was not entitled to demolish his building so as to evict him from the land.

31 As such, Khoo J's reliance on para 1248 of *Halsbury's Law of England*, Vol 45 (4th Ed) was not that a landowner could destroy chattels that were in

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trespass as of right. Rather, as is clear from the facts of *Lai Kong Jin*, it was for the quite different common law self-help remedy that a landowner has to evict a trespasser using ordinary force (see, *eg*, the English Court of Appeal decision in *McPhail v Persons Unknown* [1973] Ch 447). Indeed, para 1248 of *Halsbury's Law of England* (4th Ed) has been rewritten in the latest edition of *Halsbury's Law of England* to make this point clearer (see *Halsbury's Law of England* (Vol 97A) (Lexis Nexis, 5th Ed, 2021 Reissue) at para 186):

> If a trespasser erects a building on the land of another, the person who is entitled to the possession of the land may, in theory, pull down the building, even though the trespasser is in it but it is difficult to see how, in practice, that could happen as it would almost seriously injure the trespasser.

It is clear that the "trespasser" considered in this paragraph is an *individual* as opposed to a chattel. Thus, the landowner's theoretical right to demolish a building as a logical extension of his self-help remedy of eviction is meant ultimately to evict an *individual* trespasser who may be residing in that building. Indeed, it appears that the self-help remedy of eviction has not been applied to destroy or dispose of chattels that are in trespass, which the plaintiff is asking me to do in the present case.

32 Accordingly, I do not think that the plaintiff is correct in arguing that a right to destroy or dispose of the Aircraft arises simply on proof of an actionable trespass. Rather, the plaintiff's proper course of action is to apply for an injunction to destroy or dispose of the Aircraft, on the basis that its presence on the Property is an actionable trespass. In this regard, it is well-established law that an injunction, as opposed to damages, is *not* as of right on the establishment of trespass (see, *eg*, the House of Lords decision of *Redland Bricks Ltd v Morris and another* [1970] AC 652). Instead, an injunction, especially a mandatory

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injunction, is always at the discretion of the court. In this regard, as Professor Chan explains in *The Law of Torts in Singapore* at para 10.029:

> … Mandatory injunctions may, in the court's discretion, be granted requiring the defendant to remove the subject matter of trespass from the plaintiff's land. It was held in *Tay Tuan Kiat v Pritnam Singh Brar* [1985-1986] SLR(R) 763 that a mandatory injunction would not be granted if the obligation imposed on the defendant to rectify the state of affairs resulting from his tort was extremely onerous and out of all proportion to the benefit to be gained by the plaintiffs. The injunction would not be granted if it produced an unfair result.

33 In this connection, I do not think that the plaintiff's reliance on *Tay Tuan Kiat* helps its proposition that the right to destroy or dispose of the Aircraft arises automatically upon proof of an actionable trespass. It, in fact, supports the correct legal position that a mandatory injunction is always at the discretion of the court. In that case, L P Thean J had found that the defendant committed trespass on the plaintiff's property by erecting a wall on it. However, the learned judge did not order the defendant in that case to remove the wall. Rather, the learned judge had found that the plaintiff's prayer for an injunction to remove the wall in that case was too onerous on the defendant, even though he had found the defendant to be in trespass. He therefore ordered the defendant to remove only a chain-link fence on the wall concerned. Indeed, in coming to his decision, the learned judge pointed out that the grant of a mandatory injunction is entirely at the court's discretion (at [8]). Thus, *Tay Tuan Kiat* is actually *against* the proposition that the plaintiff is urging me to adopt in the present case.

34 As such, in consideration of the relevant principles, it is incumbent on the plaintiff to adduce sufficient facts, even on the basis of affidavit evidence, to justify the grant of an injunction to destroy or dispose of the Aircraft. I do not think that the plaintiff has discharged this burden. This is unsurprising because the plaintiff has taken the position that it would be *entitled* to destroy or dispose

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of the Aircraft as of right (in addition to removal) once it establishes an actionable trespass. It is therefore understandable that the plaintiff has not adduced any sufficient evidence nor made any submission as to why an injunction is warranted. Indeed, the only reason which the plaintiff has adduced in its affidavit is that the continued presence of the Aircraft would impede its efforts to renovate the hangar in which the Aircraft is in. However, there is no further explanation as to whether there is no other space to shift the Aircraft to, the extensiveness of the renovation, and so forth. In the absence of further particulars, I am unable to find that the plaintiff has discharged its burden of showing why I should grant a mandatory injunction for it to destroy or dispose of the Aircraft.

35 Accordingly, in relation to prayer (a), I only declare that the plaintiff is entitled to remove the Aircraft from the Property to a safe and secure location within Singapore from which the Aircraft can be retrieved by the defendant if he so wishes. The plaintiff is to take all reasonable care in doing so and to not damage the Aircraft. The reasonable costs of the removal are to be borne by the defendant. The plaintiff shall have the liberty to reapply for an injunction to destroy or dispose of the Aircraft with further and better particulars to justify the grant of such an injunction.

The plaintiff is entitled to the $234,900

36 I find that the plaintiff is entitled to the sum of $234,900, being the accrued Hangarage Fees accrued between December 2014 and 1 September 2021 (*ie*, 81 months x $2,900 per month). While the Contract is actually silent on when the Hangarage Fees are due and payable, I think that it can be fairly implied that they are to be paid at the end of each month. In any event, in his

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replies to MAJ and the plaintiff, the defendant has never disputed that he owes the accrued Hangarage Fees to MAJ or the plaintiff.

37 For completeness, the sum of $234,900 comprises 81 months of fees from December 2014 to 1 September 2021 on the following basis. December 2014 was when the defendant first defaulted on paying the Hangarage Fees. 1 September 2021 was, in turn, the date on which the Licence was revoked. Further, the plaintiff is entitled to this sum because MAJ had on 24 January 2022 assigned the Hangarage Fees and all rights, title, claims, demands, benefits, and interest under and in respect of the Fees to the plaintiff.

38 Accordingly, I grant order in terms in respect of prayer (b).

The plaintiff is entitled to damages for trespass

39 Finally, I find that the plaintiff is entitled to damages for trespass. In this regard, I agree with the plaintiff that the measure of damages for trespass can be based on the reasonable hire of the property in question, which is really a form of user damages (see the High Court decision of *Paul Patrick Baragwanath and another v Republic of Singapore Yacht Club* [2016] 1 SLR 1295 at [19] and [24], as well as Alvin W-L See, "User damages and the limits of compensatory reasoning" [2018] LMCLQ 73).

40 Accordingly, I grant order in terms in respect of prayer (c) with damages to be calculated at a monthly rate of $2,900 per month from 1 September 2021 until such date as the Aircraft is removed from the Property.

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Conclusion

41 For all these reasons, I allow prayer (a) in part, and prayers (b) and (c) in full. As I have said above, the plaintiff shall have the liberty to reapply for an injunction to destroy or dispose of the Aircraft, if it so wishes. If it so wishes, the plaintiff is also to tender its brief submissions on costs within 14 days of this judgment.

42 I would like to record my gratitude to Mr Yeap and Mr Wayne Yeo for their helpful submissions both before me and in writing.

Goh Yihan
Judicial Commissioner

Yeap Poh Leong Andre SC and Wayne Yeo (Yang Weien)
(Rajah & Tann Singapore LLP) for the plaintiff;
The defendant absent and unrepresented.

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