

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

[2025] SGHC 40

Suit No 1040 of 2020
(consolidated with HC/Suits Nos 1042, 1051 and 1052 of 2020)

Between

- (1) Shipworks Engineering Pte Ltd
- (2) Lanka Marine Services Pte Ltd

... Plaintiffs

And

- (1) Sembcorp Marine Integrated Yard Pte Ltd
- (2) Jurong Shipyard Pte Ltd

... Defendants

AND

Between

- (1) Sembcorp Marine Integrated Yard Pte Ltd
- (2) Jurong Shipyard Pte Ltd

... Plaintiffs-in-Counterclaim

And

- (1) Shipworks Engineering Pte Ltd
- (2) Lanka Marine Services Pte Ltd

... Defendants-in-Counterclaim

JUDGMENT

[Contract — Breach]
[Damages — Assessment]

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Shipworks Engineering Pte Ltd and another
v
Sembcorp Marine Integrated Yard Pte Ltd and another
and other suits

[2025] SGHC 40

General Division of the High Court — Suit No 1040 of 2020 (consolidated with HC/Suits Nos 1042, 1051 and 1052 of 2020)

Choo Han Teck J

11 February 2025

13 March 2025

Judgment reserved

Choo Han Teck J:

1 In *Shipworks Engineering Pte Ltd and another v Sembcorp Marine Integrated Yard Pte Ltd and another and other suits* [2024] SGHC 325 (the “Main Judgment”), I directed the parties to calculate the quantum of damages that each party owes to the other. Counsel for the plaintiffs and defendants have indicated what they had agreed and what they had not. The quantum of the Work Orders on which the parties have a common position stands at \$6,959,144.76 in the plaintiffs’ favour.

2 As to the parts that they disagree with each other, I find as follows. I adopt the same terminology here as in the Main Judgment. First, the defendants contend that payment should be excluded for works pursuant to the Plaintiffs’ Timesheets which either do not bear signatures, or bear signatures or contents

which are too faint to be legible. I will call these timesheets the “Plaintiffs’ Faint Timesheets”. The plaintiffs contend that payment should be excluded only pursuant to the Plaintiffs’ Timesheets which the defendants’ experts, Ms Lee, found had signatures too faint to be examined.

3 I agree with the plaintiffs. The defendants had not pleaded the timesheets which they say are Plaintiffs’ Faint Timesheets, nor that the plaintiffs are not entitled to claim for work done in relation to those timesheets. Had the defendants done so, the plaintiffs might have produced clearer copies or scans of the timesheets. But the defendants did not do so. This can be distinguished from the timesheets which Ms Lee found to have signatures too faint to be examined — the plaintiffs were put on notice regarding those signatures but did not produce clearer copies or scans of those timesheets. I thus accept the plaintiffs’ figures in respect of the timesheets which the defendants allege to be Plaintiffs’ Faint Timesheets.

4 The next dispute centres on the administrative charges payable on the partial payments made by the defendants to the plaintiffs. The defendants contend that they are entitled to charge an administrative charge of 1% based on the aggregate quantum of partial payments for Work Orders under which a partial payment was made after 27 July 2018. This means that the defendants would charge 1% for some partial payments made before 27 July 2018. The plaintiffs argue that the defendants are only entitled to the 1% charge for partial payments made after 27 July 2018. I agree with the plaintiffs. The text of the Main Judgment (at [80]) states clearly that the defendants are not entitled to administrative charges on partial payments made before 27 July 2018 because they have not satisfactorily proven any agreement which entitles them to such

administrative charges. I agree with the plaintiffs that in determining whether partial payments were made on or after 27 July 2018 with administrative charges applying, the relevant date is the date of the partial payment invoices or Request for Partial Payment forms (whichever later), not the date of payment as the defendants claim.

5 There are other miscellaneous disputes in relation to the number of payment hours claimable in other Work Orders. My decision on them is as follows:

S/N	Work Order No	Plaintiffs' position on amount outstanding (\$)	Payment made from defendants to plaintiffs (\$)	Defendants position on amount outstanding (\$)	Decision on amount outstanding (payment from defendants to plaintiffs)
Suit 1040					
1	16003978/ WO/0	189,904.03	350,000.00	189,501.64	\$189,904.03. Defendants are not entitled to administrative charges.
2	16019447/ WO/4	141,652.77	455,000.00	140,134.02	\$140,134.02. The Plaintiffs' Timesheet at 3 AB 684 is missing the signature of the Defendants' Section Manager.
Suit 1042					
3	PF/11- 1111/0476	48,768.00	0	24,862.60	\$24,862.60. The documents provided by the

					plaintiffs do not support their claim.
4	PF/22-0331/0137	60,806.00	0	40,454.40	\$40,454.40. The Weekly Timesheets are the only documents in support of the claim and some of them are unsigned by the defendants' representatives.
5	HP/11-1112/0259	221,008.50	175,000.00	220,984.88	\$221,008.50 The plaintiffs' calculations are more accurate.
Suit 1052					
6	16016596 /WO/0	93,454.32	214,000	-214,000	\$0

6 For Work Order 16016596/WO/0, the defendants' counsel point out that Ms Lee had found that the purported signatures of the defendants' representatives on the Plaintiffs' Timesheets at 27 ABOD 624–860 were too faint to be examined, and the plaintiffs were thus not entitled to the money on those timesheets. The plaintiffs' counsel argue that Ms Lee's findings are irrelevant because the defendants have not pleaded Type C Irregularity in relation to these Plaintiffs' Timesheets. In my view, this misses the point. If Ms Lee had found the signatures on the timesheets too faint to be examined, it means that the plaintiffs have failed to prove their claim in relation to those timesheets. Nonetheless, the defendants are not entitled to recover the sum of \$214,000 which they have already paid pursuant to the Work Order. For the defendants to recover what it had paid, it must prove that the works or

manpower in relation to the Work Order were not in order. The defendants have failed to do so. On their own admission, they had a multi-layered system of checks which had to be satisfied before they would grant payment (see the Main Judgment at [3]–[14]). Hence, the fact that the defendants had made payment is itself evidence that the defendants were satisfied that the plaintiffs’ claims were in order. Thus, the fact that Ms Lee was unable to examine the signatures does not mean that the works or manpower were not in order.

7 The next point of dispute is in respect of the 12 Non-Invoiced Work in HC/S 1052/2024. In the Main Judgment I held (at [77]) that the plaintiffs are entitled only to payment for the one Work Order that did not require the defendants’ project manager’s signature, and which the parties have agreed is valued at \$125,896. For the remaining 11, the Plaintiffs are not entitled to payment as they did not satisfactorily show that they had submitted the respective Work Completion Reports or completed the Non-Invoiced Work. The plaintiffs’ counsel argued that Mr Woi had admitted that the value of the Non-Invoiced Work is \$507,509. This is irrelevant because the issue (on which the plaintiffs have not succeeded) is not how much the Non-Invoiced Work would have cost had the work been completed, but whether the work was in fact completed.

8 Finally, I turn to the parties’ arguments on the defendants’ counterclaim in HC/S 1042/2020 (“S 1042”). The defendants want to recover payments already made to the plaintiffs in relation to supporting documents which Ms Lee had found contained forged and/or fabricated signatures. These supporting documents are part of the Defendants’ Set of Documents, and include Plaintiffs’ Timesheets, Daily Timesheets, Weekly Timesheets and Timesheet Summaries.

9 The plaintiffs first submission in respect of the S 1042 counterclaim is that the defendants have not adduced the evidence proving their counterclaim for S 1042. This is because the court found that “it is unlikely that the Defendants’ Set of Documents is exactly what the plaintiffs had submitted to the defendants” and that the Plaintiffs’ Timesheets disclosed in the Plaintiffs’ Set of Documents should be preferred (see the Main Judgment at [28] and [31]). The Plaintiffs’ counsel argues that the timesheets in the Defendants’ Set of Documents therefore cannot be relied upon to prove the S 1042 counterclaim. Also, the plaintiffs seem to think that based on the Main Judgment at [38], the defendants could only be able to impugn the Plaintiffs’ Timesheets in the Plaintiffs’ Set of Documents where they have done so on a matching Plaintiffs’ Timesheet in the Defendants’ Set of Documents. Since the supporting documents on which the defendants now rely do not correspond with the Plaintiffs’ Set of Documents, the defendants cannot impugn the former.

10 The defendants’ response is that the documents produced by the defendants are the only documents before the court in respect of the counterclaim — the plaintiffs have confirmed that they have not produced any documents in respect of the counterclaim. Hence, the Defendants’ Set of Documents in relation to the Work Orders pertaining to the S 1042 counterclaim must be accepted.

11 I agree with the defendants. Paragraphs [28], [31] and [38] of the Main Judgment refer to the plaintiffs’ claims only. They do not apply to the defendants’ counterclaims. I preferred the Plaintiffs’ Timesheets over the defendants’ Daily Timesheets and Weekly Timesheets because the latter only required the defendants’ representatives’ signatures while the former had the

same plus the plaintiffs’ representatives’ signatures. Thus, where the Plaintiffs’ Timesheets are available, the latter is preferred. However, in respect of the S 1042 counterclaim, the Defendants’ Set of Documents is the only set of documents before me. The plaintiffs had the opportunity to produce the Plaintiffs’ Timesheets in respect of the S 1042 counterclaim but did not do so. I therefore accept that where the timesheets in the Defendants’ Set of Documents bear signatures which Ms Lee says are forged or fabricated, the defendants are entitled to recover the money which they had paid pursuant to those timesheets. The impugned signatures on Daily Timesheets, Timesheet Summaries and Weekly Timesheets are thus relevant when there are no Plaintiffs’ Timesheets in support of a Work Order for the day. Also, the mere fact that there may be forged or fabricated signatures on some Weekly Timesheets would not necessarily entitle the defendants to recovery — if there are other kinds of supporting documents bearing genuine signatures in respect of the same works and hours covered by the Weekly Timesheets, the defendants’ counterclaim in relation to those works and hours fails. I thus reject the plaintiffs’ first submission in respect of the S 1042 counterclaim.

12 The plaintiff’s second and alternative submission in respect of the S 1042 counterclaim is that the defendants’ calculations for some of the Work Orders are inaccurate. One, the plaintiffs allege that for 14 Work Orders in S 1042, the defendants have included timesheets “which are clearly wrong on the face of the documents”. These errors include:

- (a) duplicates of timesheets on the same date and for the same workers;
- (b) timesheets which have no date;

- (c) timesheets which do not fall within the relevant billing period as reflected on the Request Form for Progress Payment / Invoice; and/or
- (d) timesheets which are not part of the relevant Work Order.

But the plaintiffs do not appear to have identified such timesheets. The plaintiffs' allegation is thus not proved.

13 Two, the parties also present different numbers of payment hours for 13 of the Work Orders in the S 1042 counterclaim. For instance, for HP/11-1113/0109, the defendants say that 92,323.5 payment hours are impugned by the forged or fabricated signatures identified by Ms Lee, but the plaintiffs say that only 86,807.5 payment hours are impugned. The parties also used different rates of payment per payment hour. For example, for the same Work Order HP/11-1113/0109, the defendants use the rate of \$4.50 per payment hour, but the plaintiffs use the rate of \$4.48. For other Work Orders in the S 1042 counterclaim, the defendants maintain a rate of \$4.50 whilst the plaintiffs use a different rate. Lastly, the defendants have not accounted for the sum which they admit they owe to the plaintiffs in the total sum to be recovered from the plaintiffs.

14 These discrepancies, relating to mere ascertainment of hours and rates (similar to what the parties had done for the other Work Orders) could clearly have been resolved by the parties but were not. This is probably because the plaintiffs had simultaneously argued that the defendants should not be entitled to any sums in relation to the S 1042 counterclaim, and so the defendants did not engage the plaintiffs on their alternative arguments on quantum.

15 The evidence shows that there was a formula to calculate the number of payable hours exhibited at 96 ABOD 130–131. However, for some of the Work Orders in the S 1042 counterclaim, that formula produced a different result from both the plaintiffs’ and the defendants’ calculations on the number of payable hours. Also, the rate of payment per payment hour for each Work Order also should not be in dispute. Yet, the discrepancy between the plaintiffs and the defendants’ position on payment hours and payment rates in relation to the 13 Work Orders amounts to \$898,035.48. That is a substantial difference. I thus direct the parties to reach agreement on the sums in respect of the 13 Work orders. If that is not possible, they are to jointly appoint an independent accountant to calculate the sums. The accountant’s calculations will be final and binding on the parties. There will be no further arguments regarding the Work Orders the damages on which the parties had already agreed.

16 The sum payable to the plaintiffs, including the agreed Work Orders but excluding the 13 Work Orders under the S 1042 counterclaim, is as follows:

Suit	Plaintiffs’ position	Defendant’s position	Decision(sum in plaintiffs’ favour)
S 1040	\$377,062.08	-\$1,743,057.71	\$311,798.33
S 1042 (claim)	\$7,629,690.36	-\$3,099,908.91	\$7,585,433.36
S 1042 (counterclaim) (excluding the 13 Work Orders)	\$0	-\$1,570,081.76	-\$1,570,081.76
S 1051 (claim)	\$8,390,577.08	\$1,440,942.87	\$8,390,577.08

S 1051 (counterclaim)	\$0	\$0	\$0
S 1052 (claim)	\$5,054,073.76	\$ 3,736,647.52	\$4,960,619.44
S 1052 (non- invoiced work)	\$507,909	\$125,896	\$125,896
Total sum (pending resolution of S 1042 counterclaim)			\$19,804,242.45

17 I will hear parties on costs within 10 days after the parties have settled the final sum.

- Sgd -
Choo Han Teck
Judge of the High Court

Harish Kumar, Devathas Satianathan, Marissa Zhao Yunan, Kiran
Jessica Makwana, and Yong Yi Xiang (Rajah & Tann
Singapore LLP) for the plaintiffs;
Koh Swee Yen SC, Lin Chunlong, Magdalene Ong Li Min, Tian
Keyun, Dikaos Pang Siran, and Reinvs Loh Zhi Wei
(WongPartnership LLP) for the defendants.
