Please delete where applicable –

1. This Grounds of Decision DOES NOT need redaction.
2. Redaction HAS NOT been done.

DEPUTY REGISTRAR
ELIZA CHEE
3 JULY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 216

District Court Originating Claim No 2232 of 2024
(Summons Nos 325 and 326 of 2026)

Between

(1) Gylet Lift (M&S) Private Limited
(2) Eurasia Robotic Parking Co Pte Ltd

… *Claimants*

And

(1) Yeoh Seok Kian
(2) Yeoh Seok Kah
(3) Yeoh Soo Min
(4) Yeoh Seok Hong
(5) Yeoh Soo Keng
(6) Yeoh Sock Siong

… *Defendants*

GROUNDS OF DECISION

[Civil Procedure — Application for determination of question of law]
[Civil Procedure — Striking out]
[Limitation Of Actions — When time begins to run]

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Gylet Lift (M&S) Private Limited and another
v
Yeoh Seok Kian and others

[2026] SGDC 216

District Court Originating Claim No 2232 of 2024 (Summons Nos 325 and 326 of 2026)
Deputy Registrar Eliza Chee
30 March, 21 May 2026

3 July 2026

Deputy Registrar Eliza Chee:

Introduction

1 The two applications before me, DC/SUM 325/2026 ("SUM 325") and DC/SUM 326/2026 ("SUM 326"), were brought by the Defendants in DC/OC 2232/2024 ("OC 2232"). Both arose out of the Defendants' defence of limitation. In SUM 325, the Defendants sought to strike out parts of the Statement of Claim on the basis that certain causes of action are time-barred. SUM 326 was the Defendants' application for the determination of a question of law concerning the applicability of the time bar. Having heard the parties and considered their written submissions, I allowed both applications.

2 The Claimants have filed an appeal against my decision, and I now set out my full grounds below.

Facts

The parties

3 The Claimants are related companies incorporated in Singapore, engaged in the manufacture and installation of lifts.[1]

4 The Defendants each own a residential property in Sandy Island (collectively, the "Properties"), a property development in Sentosa Cove. The Defendants are also shareholders and directors in control of YTL Construction (S) Pte Ltd ("YTL"), a Singapore-incorporated company that was the main contractor for the property development project in Sandy Island.

Background to the claim in OC 2232

5 YTL engaged the Claimants to supply and install home lifts and vehicle lifts in the six Properties.[2] At all material times, the Claimants dealt with the Defendants' agent and representative in Singapore, Ms Wee Yuet Har of YTL (the "Agent").[3]

6 The Claimants entered into agreements with the Defendants to provide non-comprehensive maintenance services for the home lifts and vehicle lifts which they had installed at the Properties:[4]

(a) The 1st Claimant issued Non-Comprehensive Maintenance Quotations Nos. MS/0096, MS/0078, MS/0091, MS/0080 to the

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1 Statement of Claim dated 8 April 2025 ("SOC") at para 1; Defence (Amendment No. 1) dated 13 April 2026 ("Defence") at para 1.

2 SOC at paras 2, 4–5; Defence at paras 2, 4–5.

3 SOC at para 3; Defence at para 3.

4 SOC at para 6; Defence at para 6.

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1st Defendant, 2nd Defendant, 4th Defendant and 5th Defendant respectively in respect of their respective Properties. These quotations were accepted and signed on the Defendants' behalf by the Agent on 15 and 16 November 2013 (collectively, "Contract 1").

(b) The 2nd Claimant issued Non-Comprehensive Maintenance Quotations Nos. EUROASIA/0024 and No. EUROASIA/0023 to the 3rd Defendant and 6th Defendant respectively in respect of their respective Properties. These quotations were accepted and signed on the Defendants' behalf by the Agent on 5 and 7 December 2013 respectively (collectively, "Contract 2").

7 The terms and conditions of the Contracts are similar.[5] The material clauses of the Contracts are as follows:[6]

(a) Clause 1 provides that the Contracts remain in full force and effect as a yearly agreement unless either party gives written notice of termination 3 months prior to the expiration date as specified in the Contracts:

> 1. This Non-Comprehensive maintenance agreement (this "Agreement") shall commence from ("date') and remain in force and effect until ("date'). Unless either party hereto shall, three months prior to the expiration hereof, have notified the other party hereof in writing to the contrary, then this Agreement shall hereafter continue and remain in full force and effect as a yearly agreement. Provided that the right to terminate this Agreement under this Clause is without prejudice to the Contractors' right of termination given under any other Clause hereof and further provided that any extension of this Agreement shall be subject always to the right of

5 SOC at para 11; Defence at para 11.

6 SOC at paras 7–10; Defence at paras 7–10.

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> the Contractors at their option revising the quantum payable under Clause 14 for any extended period.

(b) Clause 14 sets out the agreed maintenance service charges for the home lifts and vehicle lifts:

> **Contract 1**
>
> 14. Maintenance Charges
>
> [Home Lift]
>
> No Load Test - SGD350.00
>
> Full Load Test - SGD 600.00
>
> PE Endorsement Fee - SGD 300.00
>
> BCA Fee - SGD 20.00
>
> [Vehicle Lift]
>
> No Load Test - SGD350.00
>
> Full Load Test - SGD 1,000.00
>
> PE Endorsement Fee - SGD 500,00
>
> BCA Fee - SGD 20.00
>
> **Contract 2**
>
> 14. Maintenance Charges
>
> [Home Lift]
>
> No Load Test - SGD350.00
>
> Full Load Test - SGD 600.00
>
> PE Endorsement Fee - SGD 300.00
>
> BCA Fee - SGD 20.00
>
> [Vehicle Lift]
>
> No Load Test - SGD350.00
>
> Full Load Test - SGD 900.00
>
> PE Endorsement Fee - SGD 300,00
>
> BCA Fee - SGD 20.00

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(c) Clause 15 sets out the payment terms:

> 15. The Owners agree to pay the Contractors for the obligations they have undertaken the sums of and the money is to be payable on first day of every calendar month it falls due. This is without prejudice to other additional sums the Contractor may be entitled to charge under this Agreement.
>
> Payment not received within 30 days from the date of Invoice, an administrative charge of S$50.00 will apply.

8 The Defendants did not reside at their respective Properties; they were maintained by a common caretaker.[7] After the Claimants performed the agreed maintenance services under the Contracts, the Claimants would issue service reports to the caretaker to acknowledge that these services had been duly performed. Thereafter, the Claimants would issue invoices to the Agent for payment in respect of the services rendered under the Contracts during the relevant period.[8]

9 The Claimants made repeated requests to the Defendants' Agent for payment of outstanding maintenance service charges arising from the Contracts. On 7 November 2023, the Claimants' solicitors sent a letter of demand to the Agent. This was followed by reminders sent via email.[9] By way of email dated 5 December 2023, the Agent informed the Claimants that the Defendants had not made payment for the invoices because "there was no supporting service report attached to [the invoices] at that time of invoicing" and that the

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7 SOC at para 12; Defence at para 12.

8 SOC at para 13; Defence at para 13.

9 SOC at para 15; Defence at para 15.

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Defendants would only make payment if they could verify the authenticity of the invoices (the "Agent's 5 December 2023 Email").[10]

10 That said, the Claimants continued to provide maintenance services in respect of the Properties.[11]

11 On 30 December 2024, the Claimants commenced OC 2232 against the Defendants, claiming the outstanding maintenance service charges due under the Contracts.[12] According to the Claimants, the arrears owed by each of the Defendants under the Contracts are set out in the Claimants' Statements of Account dated 27 August 2024 (the "Statement of Account").[13] I summarise the claims as follows:

(a) The 1st Claimant claims against the 1st Defendant the sum of $33,402.06, being the outstanding maintenance service charges arising from 41 invoices issued between 29 August 2014 and 3 April 2024. This comprises 19 invoices for maintenance services rendered to the home lift, amounting to $10,535.40, 22 invoices for maintenance services rendered to the vehicle lift, amounting to $20,766.66, and administrative charges of $2,100 pursuant to cl 15 of the Contracts.

(b) The 1st Claimant claims against the 2nd Defendant the sum of $33,526.92, being the outstanding maintenance service charges arising from 40 invoices issued between 21 July 2014 and 24 August 2021. This comprises seven invoices for maintenance services rendered to the home

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10 SOC at para 16; Defence at para 16.

11 SOC at para 17; Defence at para 17; Gay Yun Lin's affidavit dated 13 April 2026 at p 132.

12 SOC at paras 14, 18.

13 SOC at para 19.

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lift, amounting to $1,923.60, 33 invoices for maintenance services rendered to the vehicle lift, amounting to $29,603.32, and administrative charges of $2,000 pursuant to cl 15 of the Contracts.

(c) The 1st Claimant claims against the 3rd Defendant the sum of $31,255.78, being the outstanding maintenance service charges arising from 47 invoices issued between 9 December 2014 and 10 March 2022. This comprises 24 invoices for maintenance services rendered to the home lift, amounting to $6,585.78, 23 invoices for maintenance services rendered to the vehicle lift, amounting to $22,320, and administrative charges of $2,350 pursuant to cl 15 of the Contracts.

(d) The 1st Claimant claims against the 4th Defendant the sum of $27,338.40, being the outstanding maintenance service charges arising from 35 invoices issued between 31 July 2014 and 11 October 2021. This comprises ten invoices for maintenance services rendered to the home lift, amounting to $2,629.08, 25 invoices for maintenance services rendered to the vehicle lift, amounting to $23,009.32, and administrative charges of $1,750, pursuant to cl 15 of the Contracts.

(e) The 2nd Claimant claims against the 5th Defendant the sum of $26,527.39, being the outstanding maintenance service charges arising from 38 invoices issued between 15 August 2014 and 21 July 2020. This comprises 17 invoices for maintenance services rendered to the home lift, amounting to $4,421.07, 21 invoices for maintenance services rendered to the vehicle lift, amounting to $20,203.32, and administrative charges of $1,900, pursuant to cl 15 of the Contracts.

(f) The 2nd Claimant claims against the 6th Defendant the sum of $22,753.98, being the outstanding maintenance service charges arising

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from 31 invoices issued between 30 April 2014 and 26 December 2017. This comprises 11 invoices for maintenance services rendered to the home lift, amounting to $2,295.65, 20 invoices for maintenance services rendered to the vehicle lift, amounting to $18,908.33, and administrative charges of $1,550, pursuant to cl 15 of the Contracts.

12 The Defendants admitted to entering into the Contracts with the Claimants. The Defendants also admitted that they had failed to pay outstanding maintenance service charges to the Claimants.[14] The Defendants' sole defence is that, because the Claimants' claims are founded in contract, all causes of action that arose before 30 December 2018 (*ie*, six years before OC 2232 was filed on 30 December 2024) are time-barred, pursuant to s 6(1)(*a*) of the Limitation Act 1959 (2020 Rev Ed) (the "Limitation Act"). These include: (a) causes of action and claims arising in relation to the Claimants' invoices which were issued before 30 December 2018; and (b) obligations incurred or accrued before 30 December 2018 notwithstanding that they were paid after that date.[15] Notably, a substantial proportion of the invoices were issued before 30 December 2018.

13 In their Defence, the Defendants admitted to claims in respect of the Claimants' invoices which post-date 30 December 2018, with the total admitted sum amounting to $12,493.79. The breakdown is as follows:[16]

(a) In respect of the 1st Defendant, the Defendants admitted to ten invoices issued between 30 March 2021 and 3 April 2024 for the home

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14 Defence at paras 6 and 14–15.

15 Defence at para 18.

16 Defence at para 19.

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lift, amounting to $8,613.09. Together with administrative charges of $500, the total sum admitted in respect of the 1st Defendant is $9,113.09.

(b) In respect of the 2nd Defendant, the Defendants admitted to one invoice issued on 24 August 2021 for the home lift, amounting to $513.60. Together with an administrative charge of $50, the total sum admitted in respect of the 2nd Defendant is $563.30.

(c) In respect of the 3rd Defendant, the Defendants admitted to three invoices issued between 30 June 2021 and 10 March 2022 for the home lift, amounting to $1,540.80. Together with administrative charges of $150, the total sum admitted in respect of the 3rd Defendant is $1,690.80.

(d) In respect of the 4th Defendant, the Defendants admitted to one invoice issued on 11 October 2021 for the home lift, amounting to $513.60. Together with an administrative charge of $50, the total sum admitted in respect of the 4th Defendant is $563.30.

(e) In respect of the 5th Defendant, the Defendants admitted to one invoice issued on 21 July 2020 for the home lift, amounting to $513.60. Together with an administrative charge of $50, the total sum admitted in respect of the 5th Defendant is $563.30.

(f) In respect of the 6th Defendant, the Defendants admitted to none of the invoices.

The parties' cases

14 The two applications are closely related to the time-bar defence. SUM 325 was the Defendants' application to strike out parts of the Statement

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of Claim on the basis that certain causes of action and heads of losses pleaded by the Claimants are time-barred.[17]

15 SUM 326 was the Defendants' application for a determination of a question of law on whether causes of action and heads or items of losses pleaded by the Claimants are time-barred and, if so, the extent of the time bar. The Defendants submitted that the time-bar issue is a question of law that is suitable for summary determination, and the determination of which fully disposes of the entire matter. Further, the Defendants argued that the Court should determine this question of law as it accords with the Ideals of expeditious proceedings, cost-effective work and the efficient use of court resources, pursuant to O 3 r 1(1) of the ROC 2021.[18]

16 The Claimants' objections to the Defendants' applications centred on the issue of the time bar. As I will elaborate later on, the Claimants took the position that parties may have entered into an agreement where the Defendants would have "more time to pay the long outstanding Invoices for work done and services provided as early as 2014, in consideration of the Claimants continuing to provide their maintenance services under the Contracts." According to the Claimants, the time-bar issue was therefore an issue of mixed law and fact that ought to be determined by a trial judge.[19]

Issues to be determined

17 The primary issue before me was whether a part of the Claimants' claims was out of time. This, in part, depended on the validity of the Claimants'

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17 Defendants' written submissions dated 23 March 2026 ("DWS") at paras 24–27.

18 DWS at paras 19–23.

19 Claimants' written submissions dated 25 March 2026 ("CWS") at paras 52–55, 58.

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assertion that there was an agreement to extend the time to pay the invoices, and when each of the Claimants' causes of action accrued such that the limitation period began to run. My conclusions on this primary issue shape the analysis on whether these claims should be struck out under O 9 r 16(1) of the ROC 2021 and whether there ought to be a determination of a question of law under O 9 r 19 of the ROC 2021.

SUM 325

Relevant legal principles

18 I first set out the relevant legal principles which govern the Defendants' application for striking out. An application to strike out a claim is governed by O 9 r 16(1)(*a*) of the Rules of Court 2021 ("ROC 2021"), which provides as follows:

> **Striking out pleadings and other documents (O. 9, r. 16)**
>
> 16.—(1) The Court may order any or part of any pleading to be struck out or amended, on the ground that —
>
> (a) it discloses no reasonable cause of action or defence;
>
> (b) it is an abuse of process of the Court; or
>
> (c) it is in the interests of justice to do so,
>
> and may order the action to be stayed or dismissed or judgment to be entered accordingly.

19 Order 9 r 16(1) of the ROC 2021 sets out three grounds under which a claim may be struck out. The test for establishing each ground was summarised by the Court of Appeal in *Iskandar bin Rahmat and others v Attorney-General and another* [2022] 2 SLR 1018 at [17]–[19]:

> 17 Under O 9 r 16(1)(*a*) ROC, the test is whether the action has some chance of success when only the allegations in the pleadings are concerned: *Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 ('Gabriel

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> Peter') at [21]. If that is found to be the case, then the action will not be struck out.
>
> 18 Order 9 r 16(1)(*b*) allows the court to strike out pleadings which constitute an abuse of process of the court. The inquiry here includes considerations of public policy and the interests of justice, and signifies that the process of the court must be used bona fide and properly and must not be abused; the court will prevent improper use of its machinery and the judicial process from being used as a means of vexation and oppression in the process of litigation: *Gabriel Peter* at [22].
>
> 19 In addition, O 9 r 16(1)(*c*) allows the court to strike out pleadings when it is in the interests of justice to do so. The [High Court] Judge agreed with the [Attorney-General] that this gives effect to the court's inherent jurisdiction to prevent injustice, such as where the claim is plainly or obviously unsustainable: *The Bunga Melati 5* [2012] 4 SLR 546 at [33] ([Judge's] Oral Grounds at [21]).

20 In approaching the different grounds for striking out, I am also mindful that the bar for succeeding in a striking out application is a high one and that the power to strike out is sparingly exercised: see *Ng Chee Tian and another v Ng Chee Pong and others* [2025] 3 SLR 235 at [37].

A preliminary issue: The applicable ground for striking out on the basis of time bar

21 Initially, the Defendants relied solely on the ground of no reasonable cause of action under O 9 r 16(1)(*a*) of the ROC 2021 to strike out part of the Statement of Claim. In my view, it was not appropriate for the Defendants to rely on this limb because the striking out application was premised on the application of the Limitation Act.

22 In the decision of *Hong Alvin v Chia Quee Khee* [2011] SGHC 249 ("*Hong Alvin*") at [25], the High Court observed that time bars under the Limitation Act are procedural in nature. Unlike a substantive time bar, which

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extinguishes the cause of action once the relevant period has passed, a procedural time bar operates to bar the claimant's remedy and does not eliminate the underlying right. Properly understood, the Limitation Act, when applied, prohibits the bringing of the action, but it does not invalidate the cause of action itself. Therefore, even if parts of the Claimants' claims are time-barred, it does not follow that those claims disclose no reasonable cause of action.

23 Furthermore, under O 9 r 16(1)(*a*) of the ROC 2021, the test is whether the action has some chance of success when only the allegations in the pleading are considered. So long as the statement of claim discloses some cause of action, or raises some question fit to be decided at the trial, the mere fact that the case is weak is no ground for striking out (*Gabriel Peter & Partners (suing as a firm) v Wee Chong Jin and others* [1997] 3 SLR(R) 649 at [21]). However, nothing in the Limitation Act will operate as a bar to an action unless the Limitation Act has been expressly pleaded as a defence (s 4 of the Limitation Act). As the time bar only operates after it has been pleaded in the Defence, the Claimants could not be expected to have pre-emptively addressed the time-bar issue in the Statement of Claim.

24 Therefore, in *Hong Alvin* at [26], the High Court stated that, where a striking out application is premised on a time bar under the Limitation Act, the proper course of action is to proceed on the other grounds set out in set out in O 18 r 19(1)(*b*), (*c*) and/or (*d*) of the Rules of Court 2014 ("ROC 2014"), *ie*, the predecessors to O 9 r 16(1)(*b*) and 16(1)(*c*) of the ROC 2021. This principle finds support in decisions such as *The "Big Fish"* [2021] SGHCR 7 ("*The Big Fish*") at [34] and *Liew Soon Fook Michael and another v Yi Kai Development Pte Ltd* [2017] SGHC 88 ("*Liew Soon Fook Michael*") at [18]. As noted in the Singapore Civil Procedure 2026 Vol I (Cavinder Bull Gen Ed, Sweet & Maxwell, 2025) ("*White Book*") at para 9/16/1, the three distinct and separate

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grounds under O 9 r 16(1)(*a*)–(*c*) are alternatives to each other and should be properly examined in their proper context. It would have been more appropriate for the Defendants to rely on the grounds of abuse of process and the interests of justice in pursuing SUM 325.

25 In the course of oral arguments, counsel for the Defendants cited the decision of *Berard, Corey Mathew v Tidewater Offshore Operations Pte Ltd* [2026] SGHCR 2 ("*Berard*") as an instance of where the court struck out a claim under O 9 r 16(1)(*a*) on the basis that the claim was time-barred under s 24A(2) of the Limitation Act. However, in *Berard*, the decision of *Hong Alvin* did not appear to have been brought to the Court's attention.

26 As a result, during the hearing, the Defendants made an oral application to amend SUM 325 so as to rely on the remaining limbs of O 9 r 16(1) of the ROC 2021. Counsel for the Claimants had no objections to the proposed amendment and made further oral submissions. I therefore considered SUM 325 on the basis of O 9 r 16(1)(*b*)–(*c*) of the ROC 2021.

Whether the Claimants' claims were partially time-barred under s 6(1)(a) of the Limitation Act

27 Having considered parties' submissions and the pleadings, I agreed with the Defendants that some of the Claimants' claims in OC 2232 are time-barred under s 6(1)(*a*) of the Limitation Act.

Whether the Alleged Agreement existed

28 To recapitulate, the Defendants took the position that all causes of action that arose before 30 December 2018 (*ie,* six years before OC 2232 was filed on 30 December 2024) are time-barred. Under s 6(1)(*a*) of the Limitation Act, the

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limitation period for actions founded on a contract is six years from the date on which the cause of action accrued.

29 However, in the Claimants' written submissions, the Claimants raised for the first time that there may have been an agreement between the parties that the Defendants be given "more time to pay the long outstanding Invoices for work done and services provided as early as 2014, in consideration of the Claimants continuing to provide their maintenance services under the Contracts" (the "Alleged Agreement").[20] By reason of this Alleged Agreement, the Claimants submitted that their claims are not time-barred.

30 During the first oral hearing, I directed counsel for the Claimant to explain the nature of the Alleged Agreement. Counsel for the Claimant submitted that the agreement had been pleaded at paras 16 and 17 of the Statement of Claim, which I reproduce as follows:

> 16. On 5th December 2023, their Agent replied to the Claimants that the Defendants would not pay the arrears of the agreed maintenance charges under the Contracts unless the Claimants forward their supporting service reports attached to the Claimants' Invoices at the time of invoicing to their Agent again for verification.
>
> 17. The Claimants continued to provide their maintenance services under the Contracts to all the Defendants' Sandy Island properties and despite repeated reminders for payment, their Agent failed and/or refused and/or neglected to respond to the Claimants' reminders for payment of the outstanding arrears of the charges for the maintenance services which they have already provided under the Contracts.

31 I disagreed. The Statement of Claim is wholly silent as to the existence of the Alleged Agreement. During the hearing, counsel for the Claimant could not satisfactorily explain the nature of the Alleged Agreement. It was not

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[20] CWS at para 53.

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apparent when the Alleged Agreement arose, what parties' obligations were, and what the relevant consideration was. To ensure that the Court fully appreciated the Claimants' arguments, I directed the Claimants to prepare a Draft Reply and supplementary affidavit to respond to the defence of time bar and to particularise the nature of the Alleged Agreement.

32 I summarise the salient points made by the Claimants in the Draft Reply:[21]

(a) The Contracts expressly and/or impliedly provide that, as long as and in consideration of the Defendants continuing to contract with the Claimants to provide their maintenance services to the Defendants, the Defendants would pay the Claimants' outstanding invoices for work done and services rendered to them at their requests under the Contracts. In this regard, the Claimants highlight cll 1 and 15 of the Contracts and the fact that, at all material times, the Defendants did not give notice to terminate the Contracts. Therefore, there is an agreement that the Claimants' invoices are not time-barred.

(b) The existence of the Alleged Agreement is also evidenced by the parties' course of dealings after entering into the Contracts:

(i) According to the Claimants, on 29 March 2018, the Agent, on behalf of the 5th and 6th Defendants, signed the 2nd Claimant's Non-Comprehensive Maintenance Quotations No. EUROASIA/0158 and No. EUROASIA/0159, respectively (collectively, "Contract 3"). On 31 March 2021, the Agent, on behalf of the 1st to 4th Defendants, signed the 1st Claimant's

[21] Draft Reply at para 20.

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Non-Comprehensive Maintenance Quotations No. MS/3099, MS/3101, MS/3102 and MS/3103 respectively (collectively, "Contract 4"). The Claimants state that Contracts 3 and 4, which have similar conditions to Contracts 1 and 2, are a "renewal" of Contracts 1 and 2 and were executed at the Defendants' requests.

(ii) In the Agent's 5 December 2023 Email, the Defendants did not deny that the invoices were due to the Claimants. The Claimants' failure to make payment was not because the Claimants' invoices were time-barred, but because the Claimants had apparently failed to attach supporting service reports to the invoices.

33 In the supplementary affidavit, the Claimants exhibited Contracts 1 to 4, service reports and invoices issued by the Claimants, cheques drawn in favour of the Claimants, the Statement of Account, the emails from the Claimants' representatives and solicitor to the Defendants' Agent requesting for payment of the outstanding maintenance service charges (see above at [9]), the Agent's 5 December 2023 Email, and letters of demand from the 1st Claimant to each Defendant dated 21 February 2025.

34 Conversely, the Defendants submitted that they were not aware of and did not admit to the existence of the Alleged Agreement. They took the view that these arguments were a last-ditch attempt to salvage a hopeless case.[22]

35 In my judgment, there is no evidence whatsoever that parties entered into the Alleged Agreement.

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22 Yeoh Seok Kah's affidavit dated 6 May 2026 ("Yeoh's affidavit") at paras 5 and 7.

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36 First and foremost, during the second oral hearing, counsel for the Claimants confirmed that the Alleged Agreement was part of the original Contracts 1 and 2.[23] In particular, counsel for the Claimant relied on cll 1, 14 and 15 of the Contracts as evidence of the Alleged Agreement. However, on a proper construction of the Contracts, there is no express or implied term that, in consideration of the Claimants continuing to provide maintenance services under Contracts 1 and 2, the outstanding charges would remain owing to the Claimants. None of the provisions gives effect to the existence of the Alleged Agreement or excludes the applicability of the Limitation Act. Clause 1 governs the automatic extension of the Contracts in the absence of a written notice of termination by either party. However, the extension of the Contracts cannot be conflated with a rolling extension of time for payment under the individual invoices. In determining when the limitation period expires, the critical inquiry rests on when each cause of action accrues. In the context of a breach of contract, this occurs upon the Defendants' failure to make the invoice payment by the stipulated deadline. The fact that the Contracts continue to subsist between the parties is irrelevant to this inquiry. Clause 14 merely sets out the maintenance charges for the home lifts and vehicle lifts.

37 In fact, cl 15 of the Contracts eliminates the possibility of the Alleged Agreement arising as an implied term. It is trite law that where an express term of the contract governs the legal relationship between the parties, there is no scope for the implication of a term (see *Golden Harvest Films Distribution (Pte) Ltd v Golden Village Multiplex Pte Ltd* [2007] 1 SLR(R) 940 at [47]). Clause 15 stipulates the deadlines for payment, mandating that sums are due on the first day of the calendar month, and further provides a 30-day grace period from the date of the invoice before a $50 administrative charge is levied. Therefore, the

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[23] Transcript (21 May 2026) at p 10.

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Contracts already provide a specific mechanism and timeline for payment of the outstanding charges. Since the payment obligation is expressly addressed therein, there is no room for the implication of the Alleged Agreement.

38 Second, the Claimants' reliance on Contracts 3 and 4 was misconceived. The Claimants' claims in OC 2232 arise from and are confined to Contracts 1 and 2.[24] On the Claimants' own case, Contracts 3 and 4 are separate and distinct from the original Contracts 1 and 2.[25] Taking the Claimants' case at its highest, even if the parties had entered into Contracts 3 and 4, it is not apparent how such subsequent conduct advances the Claimants' case that the Alleged Agreement forms part of the original Contracts 1 and 2.

39 Third, the Agent's 5 December 2023 Email did not support the existence of the Alleged Agreement. I reproduce the material portions of the Agent's 5 December 2023 Email:

> I am the one handling the payments for the owners of these 6 sandy Island units.
>
> 1) Invoices that [the 1st Claimant] are (*sic*) chasing us are dated as far back as 2014.
>
> 2) The reason for non-payment of these invoices were that there was no supporting service report attached to the invoice at the time of invoicing.
>
> 3) We requested many times to have the service report sent to us, but nothing has been done.
>
> 4) All of a sudden, [the 1st Claimant] now managed to attach these supporting (*sic*) to us after almost 10 years.
>
> 5) We are not able authenticate these supporting as these are all photocopies. We do not have records of these duplicates in our file.

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24 Yeoh's affidavit at para 11.

25 Transcript (21 May 2026) at p 11.

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> 6) We are also not able to determine the signatures on some of the documents as some of the staff has already left the Company.
>
> 7) If [the 1st Claimant] can produce original signed service reports to us, we will look into these.
>
> 8) Please note that each individual owner will only pay what is rightfully due individually only, if we can verify the authenticity of the invoices.
>
> …

40 In the 5 December 2023 Email, the Agent did not acknowledge the existence of the Alleged Agreement. She did not state that, because the Claimants had continued to provide maintenance services, the Defendants remained obligated to make payments for invoices that had fallen due more than six years ago. On the contrary, a fair reading of the Agent's 5 December 2023 Email reveals that the Agent was disputing the validity and authenticity of the invoices themselves. The Agent raised various objections: that the invoices lacked supporting service reports at the time of issue, that repeated requests for those reports had gone unanswered for nearly a decade and that the documents eventually produced were unverifiable photocopies whose signatures could not be authenticated. These are not the responses of a party that acknowledged the existence of the Alleged Agreement.

41 The Claimants further highlighted that, in the email, the Agent did not mention that the time bar was in operation. The Claimants appear to suggest that this silence was somehow telling. However, the onus was not on the Agent to raise this issue. In any event, it is not necessary for the Agent to affirmatively assert the defence of time bar in all communications in order for it to have legal effect. The absence of any reference to the time bar in the 5 December 2023 Email therefore cannot be construed as a waiver of that defence.

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42 For completeness, I considered whether the Agent's 5 December 2023 Email constitutes an acknowledgement of the underlying debt which could extend the limitation period in respect of the Claimants' contractual claims, pursuant to s 26 of the Limitation Act (see *Nimisha Pandey and another v Divya Bothra* [2025] 4 SLR 974 at [24]). According to s 27(1) of the Limitation Act, such an acknowledgement must be in writing and signed by the person making the acknowledgement. However, based on the analysis above at [40], it is clear that the Defendants, through their Agent, gave no such acknowledgement.

43 For the foregoing reasons, I found that the existence of the Alleged Agreement was entirely unfounded and merely speculative.

44 Section 6(1)(*a*) of the Limitation Act provides that actions founded on a contract shall not be brought after the expiration of 6 years from the date on which the cause of action accrued. It is undisputed that the claim in OC 2232 arose out of the Claimants' contractual claim for damages for work carried out by the Claimants under the Contracts and the Defendants' non-payment of such work in breach of the Contracts.[26] As OC 2232 was commenced on 30 December 2024, all causes of action that arose before 30 December 2018 are time-barred.

When each cause of action accrued

45 The next question is when each cause of action accrued.

46 It is undisputed in the pleadings that the parties' course of dealing with respect to invoicing and payment was as follows: After the Claimants performed the agreed maintenance services under the Contracts, the Claimants would issue

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[26] DWS at para 11.

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service reports to the Defendants' caretaker to acknowledge that these services had been duly performed. Thereafter, the Claimants would issue invoices to the Agent for payment in respect of the services rendered under the Contracts during the relevant period.[27]

47 The Defendants argued that the Claimants' causes of action would accrue after the agreed maintenance services were completed. In this regard, the Defendants relied on the High Court decision of *Choo Cheng Tong Wilfred v Phua Swee Khiang and another* [2021] SGHC 154 ("*Choo Cheng Tong Wilfred*") at [168]–[169] for the proposition that "in a claim for services rendered, the cause of action accrued when the services were completed". According to the Defendants, it is unclear from the Statement of Claim as to when the Claimants performed the alleged agreed maintenance services under the Contracts. Nonetheless, on the Claimants' best case, their causes of action accrued, at the very latest, by the date of the invoices.[28]

48 However, the Defendants failed to appreciate the legal proposition in *Choo Cheng Tong Wilfred* in its full context. I reproduce the relevant paragraphs of the decision (*Choo Cheng Tong Wilfred* at [168]–[169]):

> 168 In respect of contracts for services, the position taken by the English courts is that, *absent any agreement to the contrary*, the provider of the service is entitled to be paid once the work has been completed. In *Coburn v Colledge* [1897] 1 QB 702 ("*Coburn*"), Lord Esher MR held that a person "who does work for another person at his request on the terms that he is to be paid for it, *unless there is some special term of the agreement to the contrary*, his right to payment arises as soon as the work is done; and thereupon he can at once bring his action" (at 705). The plaintiff in *Coburn* was a solicitor who sought payment of his bill of costs from the defendant. Applying this principle, the English Court of Appeal held that the plaintiff's cause of action

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27 SOC at para 13; Defence at para 13.

28 DWS at para 13.

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> had accrued "the moment that the work which the plaintiff was retained to do was completed" (at 707). This was recently applied in *ICE Architects Ltd v Empowering People Inspiring Communities* [2018] EWHC 281 (QB) ("*ICE Architects*"), where the court remarked that "*Coburn* is authority for the proposition that, *absent a special term of the agreement*, the cause of action accrues at the time of completion of works in a services agreement" (at [28]). The approach taken in *ICE Architects* was applied by our High Court in *BMI Tax Services Pte Ltd v Heng Keok Meng and others* [2019] SGHC 9 (see [61] and [63]).
>
> 169 I see no reason why the principle articulated in *Coburn* should not also apply in determining when the cause of action accrues in contracts for services for the purpose of our Limitation Act.
>
> …
>
> [emphasis added]

49 The principle in *Choo Cheng Tong Wilfred*, namely, that the cause of action accrues when services are completed, applies *only* in the absence of any agreement to the contrary. In the present case, parties had stipulated the payment deadlines in cl 15 of the Contracts:

> 15. The Owners agree to pay the Contractors for the obligations they have undertaken the sums of and the money is to be payable on first day of every calendar month it falls due. This is without prejudice to other additional sums the Contractor may be entitled to charge under this Agreement.
>
> Payment not received within 30 days from the date of Invoice, an administrative charge of S$50.00 will apply.

50 In my judgment, taking the Claimants' case at its highest, cl 15 may be construed to mean that payment under an invoice falls due on the first day of the following calendar month or within 30 days of the date of the invoice, whichever is later. Although the drafting of cl 15 leaves something to be desired, this interpretation best gives effect to the clause. The reference to "the first day of every calendar month it falls due" should logically refer to a future calendar month, as it would make no commercial sense for payment to fall due on a date that has already passed by the time the invoice issued.

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51 On this construction, payment for an invoice issued on, for example, 1 December 2018, would only fall due on 1 January 2019, and payment for an invoice issued on 29 November 2018 would only fall due on 30 December 2018. Consequently, all the claims arising from invoices issued before 29 November 2018 would be time-barred. This differs from the Defendants' position that invoices issued before 30 December 2018 would be time-barred. However, this distinction is of no practical significance in the present case, because the Claimants did not plead that any invoices were issued in November or December 2018. In summary, claims arising from invoices issued before 29 November 2018 are time-barred.

52 A claim that is time-barred is legally unsustainable and will be struck out for being "frivolous and vexatious" or an abuse of process (see *The Big Fish* at [34]; *Liew Soon Fook Michael* at [18]). Given that parts of the Claimants' claims are time-barred due to the expiry of the limitation period under s 6(1)(*a*) of the Limitation Act, these claims are legally unsustainable and an abuse of the process of the Court. In the alternative, it is in the interests of justice to strike out the time-barred claims. I therefore allowed the Defendants' application in SUM 325.

SUM 326

Relevant legal principles

53 I next turn to the Defendants' application for a determination of a question of law.

54 An application for determination of a question of law is governed by O 9 r 19 of the ROC 2021, which I reproduce as follows:

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> **Decision on questions of law or construction of documents (O. 9, r. 19)**
>
> **19.**—(1) Upon a party's application or on the Court's own accord, the Court may decide any question of law or the construction of any document arising in any action without a trial or hearing on the facts, whether or not such decision will fully determine the action.
>
> (2) Where the Court's decision in paragraph (1) fully determines (subject only to any appeal) the entire matter or any claim or issue therein, the Court may give judgment or dismiss the action or make any order that is appropriate.

55 Order 9 r 19(1)–(2) of the ROC 2021 mirrors O 14 r 12(1) and (2) of the ROC 2014 (*White Book* at para 9/19/1). Parties did not dispute that the key authorities which discussed O 14 r 12 of the ROC 2014 remain relevant under O 9 r 19 of the ROC 2021, and I saw no reason to depart from this position.

56 An application for a determination of a question of law is meant to save time and costs by allowing a court to determine a question of law without having to go through a full trial. In simplified terms, a question must meet the following requirements to be suitable for this procedure, which are as follows (*Aries Telecoms (M) Bhd v ViewQwest Pte Ltd* [2018] 1 SLR 108 at [6]):

(a) First, it has to be a question of law.

(b) Second, it has to be suitable for summary determination.

57 Unlike its predecessor in O 14 r 12 of the ROC 2014, the court may exercise its power in O 9 r 19(1) of the ROC 2021 "whether or not such decision will fully determine the action". This means that the court may determine a question of law or construction even though the resolution of the point will not bring the proceedings to an end (*Aquilo Shipping Inc v SRTT Marine Trading & Services Pte Ltd* [2026] 3 SLR 1559 ("*Aquilo Shipping Inc*") at [41]–[42]).

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58 Even if the prescribed requirements are not satisfied, the court retains a discretion to decide whether it is nonetheless appropriate to proceed with a summary determination based on the overriding consideration, given the facts of the case, of whether the summary determination would fulfil the underlying purpose of saving time and costs for the parties: *ANB v ANF* [2011] 2 SLR 1 at [54] and [61]; *Aquilo Shipping Inc* at [42].

The decision

59 The Claimants resisted this application on the ground that the time-bar issue is not suitable for summary determination, as it can only be answered with reference to disputed facts. The disputed fact in question is the existence of the Alleged Agreement. In this regard, the Claimants relied on the decision of *Management Corporation Strata Title Plan No 4348 v Hoi Hup Sunway Pasir Ris Pte Ltd and others* [2025] SGHCR 5 ("*Hoi Hup Sunway*") at [19(b)], where the High Court affirmed that the process under O 14 r 12 of the ROC 2014 (the predecessor to O 9 r 19 of the ROC 2021) could only be invoked if there were no factual disputes relating to the point of law in question and that a summary determination will not be appropriate for a mixed question of law and fact.[29]

60 I was not persuaded by the Claimants' argument. In that same decision, the High Court stressed that it is not sufficient for a party resisting a summary determination application to merely assert that factual issues would arise. Instead, the resisting party must place sufficient material before the court to allow the court to assess whether evidence is really required to resolve the issue, and that the need for factual weighing is real and not merely illusory (*Hoi Hup Sunway* at [19(c)]; see also *Manas Kumar Ghosh v MSI Ship Management Pte*

[29] CWS at paras 59–60; Transcript (21 May 2026) at p 16.

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Ltd and others [2021] 4 SLR 935 at [22]). Similarly, in the decision of *Composers and Authors Society of Singapore Ltd v Fox Networks Group Singapore Pte Ltd* [2022] 3 SLR 1099 at [100], the High Court held that, even if, in the abstract, the question for determination is a mixed question of fact and law, the issue may still be determined under O 14 r 12 of the ROC 2014 so long as all the relevant facts are undisputed.

61 As discussed above at [30]–[43], there is not an iota of evidence to support the existence of the Alleged Agreement. The Claimants had been afforded multiple opportunities to adduce supporting evidence through the affidavits filed in these proceedings. On the evidence before me, it was plain and obvious that the Claimants' case on the Alleged Agreement was entirely unfounded and merely speculative. Therefore, I agreed with the Defendants that the Claimants had overstated the factual nature of the time-bar issue, and the need for factual weighing was illusory.

62 In my judgment, it was appropriate to proceed with a summary determination to save time and costs. In the circumstances, I allowed the Defendants' application in SUM 326 and found that all the claims arising from invoices issued before 29 November 2018 were time-barred. Given that the Defendants had admitted to the remaining claims that were not time-barred, I entered judgment for the Claimant in DC/SUM 317/2026, which is not the subject of this grounds of decision.

Conclusion

63 For the foregoing reasons, I allowed SUM 325 and SUM 326. Part of the Claimants' claims are time-barred under the six-year limitation period prescribed by the Limitation Act. While the Claimants may feel aggrieved at being unable to proceed to have some of their claims determined, this is the

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necessary consequence of their failure to commence the proceedings within good time. There was no basis to avoid the application of the statutory time bar.

64 I ordered costs of $7,500 (all in) for both applications to be paid by the Claimants to the Defendants.

Eliza Chee
Deputy Registrar

Liew Tuck Yin David (David Liew Law Practice) for the claimants;
Tan May Lian, Felicia, Juliana Lake (Lu Zhixuan), Wong Vanessa
(TSMP Law Corporation) for the defendants.

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