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DISTRICT JUDGE
SIA AIK KOR
11 MARCH 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 87

District Court Originating Claim No 1100 of 2023

Between

Choo Mee Hua

... Claimant

And

HPC Builders Pte Ltd

... Defendant

JUDGMENT

[Tort — Negligence — Duty of care]

[Tort — Negligence — Breach of duty]

[Tort — Negligence — Contributory negligence]

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Choo Mee Hua
v
HPC Builders Pte Ltd

[2026] SGDC 87

District Court Originating Claim No 1100 of 2023
District Judge Sia Aik Kor
22 August 2025, 24 October 2025, 31 October 2025, 13 February 2026

11 March 2026

Judgment reserved.

District Judge Sia Aik Kor:

1 This is the bifurcated trial on the issue of responsibility in respect of the claim of Choo Mee Hua (the “Claimant”) in negligence against HPC Builders Pte Ltd (the “Defendant”) in respect of an accident which happened on 14 March 2023 at about 11:30 a.m. at the void deck of Blk 542 Hougang Avenue 8 Singapore 530542 (the “Premises”).

The Claim

2 The Claimant claimed that the Defendant was the occupier and had the management and control of the Premises and its surroundings at the material time. The Defendant was conducting works at the Premises and had the responsibility of ensuring that the works did not pose a danger to visitors at the Premises. The Defendant had installed a pipe across the path of a walkway connected to a cement structure on the ground at the Premises which had caused

the Claimant, a visitor to the Premises for legitimate purposes, to trip and fall at around 11:30 a.m. on 14 March 2023.

3 The Claimant claimed that the Defendant was negligent and failed to discharge its duty of care owed to the Claimant and visitors to the Premises in that it

- (a) installed a pipe at the Premises in a dangerous manner that would foreseeably cause the Claimant and visitors to trip and fall;
- (b) installed a pipe at such a height or along the expected path of travel of visitors that would create a dangerous situation for such visitors and the Claimant;
- (c) failed to take any or any reasonable care to ensure that the Claimant was or would be reasonably safe in using the Premises;
- (d) failed to install a barrier at the Premises to block off the path where the pipe was located;
- (e) failed to put up a warning or notice of the danger posed by the installation of the pipe;
- (f) failed to properly and/or reasonably manage the location of the works carried out by the Defendant at the Premises to ensure the safety of all visitors at the Premises; and
- (g) failed to properly and/or reasonably manage or carry out the works at the Premises in a safe manner and/or to ensure the safety of all visitors to the Premises.

The Defence

4 The Defendant was contracted by the Housing Development Board (“HDB”) for the upgrading works for the Home Improvement Program carried out at Blocks 534 to 551 Hougang Avenue 8 which is a home refurbishment programme for flats built before 1997 (“refurbishment works”). The scope of the refurbishment works included the upgrading the toilets within each individual residential unit (“upgrading works”). While the upgrading works were being carried out, the toilets in each individual unit were not functional and the Defendant was required to erect temporary toilets at the void deck of each block, including at the Premises, with a PVC pipe connected to the sewerage manhole. In or about March 2023, representatives from the Ang Mo Kio Town Council (“AMKTC”) informed the Defendant that they were unable to operate their battery-operated cleaning carts as the PVC pipe was obstructing their path. Hence, on or about 12 March 2023, the Defendant erected a concrete hump over the sewerage manhole at the Premises to enable the cleaning carts to operate without damaging the PVC pipe.

5 The Defendant claimed that the Claimant could not possibly have missed seeing the PVC pipe which was conspicuously placed on the ground if he had been keeping a proper lookout while walking and/or while around the Premises. Hence, the Defendant’s case is that the accident was caused solely or substantially contributed to by the Claimant’s own negligence, including

- (a) failing to take any or adequate precautions for his own personal safety;
- (b) failing to keep a proper lookout and avoid any area at the Premises which may be obstructed;

- (c) failing to notice and avoid the PVC pipe which was laid across the floor at the Premises, especially with the lack of structures that could limit his visibility; and
- (d) failing to take an alternative route to avoid tripping over the PVC pipe.

Issues

6 The following issues arise for determination:

- (a) how the accident happened;
- (b) was there a duty of care owed by the Defendant to the Claimant;
- (c) was there a breach of the duty of care; and
- (d) whether there was any contributory fault or responsibility on the part of the Claimant.

How the accident happened

7 The Claimant's affidavit evidence is that at about 11:30 a.m. on 14 March 2023, he had attended the wake of his late friend. As he was leaving, he walked past the Premises. He did not see the pipe, given the lack of adequate signage or barricades and the low height of the pipe above the ground which was not high enough to be easily visible. As a result, he tripped over the pipe and fell over, injuring himself in the face, hand and shoulder¹. The severity of the fall was such that the items he had been holding and/or on his person,

¹ Claimant's affidavit of evidence-in-chief ("AEIC") at [8]

including his watch and phone (which was flung out of his hands), were also damaged².

8 Contrary to his affidavit evidence that he had driven to the funeral wake³, the Claimant gave evidence on the stand that he had been dropped off by his friend in a lorry who was going to the same area for work⁴. He saw his friend, Quek Wah Keong (“Quek”) who drove to the wake and walked with Quek to the wake.

9 After his fall, the Claimant attended at Sengkang General Hospital on the same day. In the referral letter to the orthopaedic department, he was indicated as having fallen in the carpark.

10 The Claimant also made a police report on 17 March 2023, a few days after the accident. In the police report, he stated that he was walking behind Block 542 Hougang Avenue 8 towards the car park when he tripped over a cement structure. There was a large pipe connected to the cement as there were ongoing works in the area.

11 The Claimant also consulted Dr Bryan Tan on 20 March 2023. In a medical report by Dr Bryan Tan, it was stated that the Claimant had been walking on a pedestrian walkway when he tripped over a high, unmarked hump traversing the walkway.

12 The Claimant conceded that none of his friends saw him fall⁵.

² Claimant’s AEIC at [10]

³ Claimant’s AEIC at [4] and [5]

⁴ Notes of Evidence (“NE”), 22 August 2025, 10/22-27

⁵ NE, 22 August 2025, 86/12-16

13 Two of the Claimant's friends who attended the same wake, Quek and Sanmugam Murali ("Murali") gave evidence for the Claimant. Quek's affidavit evidence is that he had walked back to his car after the funeral procession ended. He was still in the car park when he saw from a distance the Claimant wiping blood off from his face. He quickly approached the Claimant and asked him what had happened. The Claimant informed him that he had tripped over an elevated pipe on the ground.

14 On the stand, Quek testified that he did not see the cement hump before the funeral⁶. He was walking on the road in the car park and did not remember seeing the temporary toilets at the block when he reached Block 542⁷. He did not see any construction, renovation or upgrading works while he was at the funeral⁸. Quek said he did not see the Claimant at the carpark before the funeral and only saw him inside the funeral wake⁹. According to Quek, he did not speak to the Claimant at the funeral¹⁰. Quek did not leave together with the Claimant¹¹ and was not sure when the Claimant left the funeral¹². After the funeral, Quek was walking on the road in the car park and did not see the cement hump¹³. He was walking to collect his vehicle alone¹⁴ when he first saw the Claimant

⁶ NE, 22 August 2025, 135/21-27

⁷ NE, 22 August 2025, 136/7-23

⁸ NE, 22 August 2025, 137/2-4

⁹ NE, 22 August 2025, 138/6-19

¹⁰ NE, 22 August 2025, 139/31-32, 145/15-16

¹¹ NE, 22 August 2025, 144/19-20

¹² NE, 22 August 2025, 144/25-26

¹³ NE, 22 August 2025, 150/24 – 151/7

¹⁴ NE, 22 August 2025, 166/1-3

standing next to the concrete hump and wiping blood off from his face¹⁵. Quek did not see the Claimant fall down¹⁶.

15 The affidavit evidence of Murali was that he was walking back towards his car after the end of the funeral procession when he noticed Quek gesturing to him and some other friends and urging them towards him. As he walked closer to Quek, he noticed that the Claimant had suffered bruises to his face and hands and was bleeding from these areas. After speaking to Quek and the Claimant, he discovered that the Claimant had tripped over an elevated pipe on the ground.

16 Similar to Quek, Murali did not see the Claimant injure himself¹⁷. Murali did not see the Claimant on his way to the funeral but saw the Claimant in the group that was assembled at the wake itself¹⁸. The Claimant did not call him on his phone at any time before the incident¹⁹. When he was walking towards the wake when he arrived, he did not recall seeing the pipe or cement hump as he went a different way²⁰. Murali ran his own construction company CLD Construction Pte Ltd²¹. As he was in the trade, he saw hoarding and assumed that there were works taking place inside²². He also saw workers wearing helmets and carrying out items from the enclosed site²³. Being in the trade, he

¹⁵ NE, 22 August 2025, 156/27 – 157/13

¹⁶ NE, 22 August 2025, 158/2-4

¹⁷ NE, 24 October 2025, 105/21-24

¹⁸ NE, 24 October 2025, 108/29-30

¹⁹ NE, 24 October 2025, 110/16-18

²⁰ NE, 24 October 2025, 109/5-7, 22-25

²¹ NE, 24 October 2025, 102/16-19

²² NE, 24 October 2025, 115/20-27

²³ NE, 24 October 2025, 116/4-14

thought that the slope of the cement hump was a bit abrupt or steep²⁴. Murali had not seen the pipe or the cement hump or the temporary toilets before Quek gestured to him²⁵. Murali was the one who took the measurements²⁶ and all the photographs exhibited except for the two photographs which show that the pipe and the cement hump had been cordoned off²⁷. According to Murali, the Claimant had sent him the photographs and said that it was taken by a mutual friend²⁸. As such, paragraph 9 of his affidavit of evidence-in-chief (“AEIC”) which states that he was informed by his friend who had shared the photographs that he had taken with the Claimant and him was not entirely correct²⁹.

17 Crucially, when Murali was cross-examined as to whether the Claimant had told him that he tripped over the pipe or the cement hump, Murali’s evidence was that the Claimant had said he was not sure and that it was one of the two³⁰.

18 I did not find the Claimant to be a particularly credible witness. First of all, while he stated in his affidavit that he had driven to the wake, his evidence on the stand was that he had been dropped off by a friend who had driven a truck to the same area. Second, while the Claimant had stated in paragraph 8 of his AEIC that he was taking the shortest route back to his car after the funeral, he conceded on the stand that he did not drive to the wake and did not go straight to the carpark after emerging from the narrow passageway but turned right

²⁴ NE, 24 October 2025, 117/17-21, 125/9-15

²⁵ NE, 24 October 2025, 118/1-5

²⁶ NE, 24 October 2025, 119/10-12

²⁷ NE, 24 October 2025, 121/8 – 122/5

²⁸ NE, 24 October 2025, 123/4-7

²⁹ NE, 24 October 2025, 123/14-17

³⁰ NE, 24 October 2025, 117/27-29

instead as there was a lorry parked in front of him³¹. However, none of this was in his affidavit. It was also unclear whether there had in fact been a lorry parked there, given that Quek mentioned that he was able to see the yellow marking on the ground as he was walking over to approach the Claimant as there were no more cars parked there³². The Claimant's evidence that he had seen Quek and walked with Quek to the wake³³ was also inconsistent with Quek's evidence that he had walked straight to the funeral wake upon parking his car and saw the Claimant inside the funeral wake³⁴. In addition, while the Claimant stated in paragraph 17 of his AEIC that he had returned to the Premises on the very same evening of the accident and took the photographs showing that both the pipe and concrete hump had been cordoned off³⁵, this was inconsistent with the evidence given by Murali that it was a mutual friend of theirs who had taken the photographs. The Claimant also stated in paragraph 20 of his AEIC that he had reached out to AMKTC but said on the stand that it was Murali who had helped him to call AMKTC³⁶. In addition, while he stated that he had made a police report on the same day of the accident³⁷, the police report revealed that he had made the report 3 days later on 17 March 2023.

19 More importantly, the Claimant's oral testimony of how the accident happened was equivocal. While his case as set out in the pleadings and AEIC was that he had tripped over the pipe, on the stand, he stated that he had tripped

³¹ NE, 22 August 2025, 62/15-20

³² NE, 22 August 2025, 157/ 25-30

³³ NE, 22 August 2025, 17/16-19

³⁴ NE, 22 August 2025, 138/6-19

³⁵ NE, 22 August 2025, 89/25 – 90/25

³⁶ NE, 22 August 2025, 91/6-8

³⁷ NE, 22 August 2025, 70/26-30, 71/5-8

over the pipe and fallen onto the concrete hump³⁸. In addition, none of the objective evidence supported the version of events the Claimant gave that he had tripped over the pipe. The referral letter from Sengkang General Hospital³⁹ stated that he had fallen in the carpark. In the police report⁴⁰ that he made 3 days after the incident, the Claimant said that he had tripped over the cement structure. The Claimant conceded that he had made a police report that he tripped over the cement structure⁴¹ and had told the orthopaedic surgeon Dr Bryan Tan that he had fallen on a cement hump⁴². He conceded that what he had told Dr Tan was accurately reflected in the medical report⁴³ although he did not tell Dr Tan that the hump was unmarked⁴⁴. He subsequently clarified in re-examination that while he had let the doctor know that the hump was not cordoned off, he did not know why the doctor had written “unmarked hump” in the report⁴⁵.

20 When the Claimant was re-examined on the inconsistency between his evidence in court and the version stated in the hospital referral letter, the Claimant explained that he tripped over the pipe, over the cement and rolled to the carpark because the hump was near to the car park⁴⁶. He also claimed that he had made an error in telling the police that he tripped over the cement, even though he tripped over the pipe, down to the cement and rolled to the car park

³⁸ NE, 22 August 2025, 70/1-4

³⁹ ABD 8

⁴⁰ ABD 35

⁴¹ NE, 22 August 2025, 75/7-11

⁴² NE, 22 August 2025, 77/15-16

⁴³ ABD 22, NE, 22 August 2025, 77/17-21

⁴⁴ NE, 22 August 2025, 77/25-26, 78/7-9

⁴⁵ NE, 22 August 2025, 121/22-25

⁴⁶ NE, 22 August 2025, 119/17-21

flat. I find this evidence to be incredible and totally lacking in credibility, given the set-up in the area. The cement structure was on the pedestrian walkway which was slightly elevated from the level where the passage way and toilets were and where the pipe emanated from. If he had tripped over the pipe, which was his version of the events, he could not have also tripped over the cement and it was unclear how he then rolled to the carpark, given that the hump itself was measured at 2.5 m by 1 m, as indicated in the report by How Kah Yuh (“How”).

21 The Claimant’s account that he had tripped over the pipe was therefore inconsistent with the records of what he had told the medical personnel at Sengkang General Hospital, the police as well as Dr Bryan Tan after the accident. It was also inconsistent with Murali’s evidence that the Claimant had initially been unsure about whether he had tripped over the pipe or the cement hump.

22 In the circumstances, I find that it is more likely than not that the Claimant had tripped over the concrete hump, as stated in both his police report as well as in his account to Dr Bryan Tan. While this was not his pleaded case, I do not think the Defendant was taken by surprise or prejudiced in the conduct of its defence. The pleaded particulars of the negligence include failing to take any reasonable care to ensure that the Claimant would be reasonably safe in using the Premises, failing to properly and/or reasonably manage the location of the works carried out by the Defendant at the Premises to ensure the safety of all visitors at the Premises and failing to properly and/or reasonably manage or carry out the works at the Premises in a safe manner and/or to ensure the safety of all visitors to the Premises. As the pipe was connected to the hump and both constituted works carried out by the Defendant at the Premises, it would have been clear to the Defendant that it had to meet the case that it had failed to

properly and/or reasonably manage or carry out the works, which include the hump, in a safe manner or that it had failed to properly and/or reasonably manage the location of such works, which houses both the pipe and the hump, so as to ensure the safety of all visitors to the Premises. The Defendant had chosen to meet this case by taking the position in the defence that it was not negligent and that the accident was caused solely or substantially contributed to by the Claimant's negligence in failing to take any or adequate precautions for his own personal safety, failing to walk in a safe and proper manner while at the Premises, and in failing to keep any or any proper lookout for any obvious hazards at the Premises and avoid any obstructed area, especially with the lack of structures that could limit his visibility. The dimensions of the hump were also dealt with together with the pipe in the expert report on which How was cross-examined. Given that the issues had been sufficiently ventilated in the course of the trial, I do not think any prejudice had been occasioned to the Defendant.

Was there a duty of care owed by the Defendant to the Claimant

23 The Claimant argued that there was a duty of care owed by the Defendant to the Claimant. Under section 4(1) of the Workplace Safety and Health Act 2006 ("WSHA"), an occupier of any premises or part of any premises is defined as the person who has charge, management or control of those premises either on the person's own account or as an agent of another person, whether or not the person is also the owner of those premises. Under section 11 of the WSHA, it is the duty of every occupier of any workplace to take, so far as is reasonably practicable, such measures to ensure that (a) the workplace; (b) all means of access to or egress from the workplace; and (c) any machinery, equipment, plant, article or substance kept on the workplace, are safe and without risks to health to every person within those premises, whether

or not the person is at work or is an employee of the occupier. Further, under section 12(2), it is the duty of every employer to take, so far as is reasonably practicable, such measures as are necessary to ensure the safety and health of persons (not being the employer's employees) who may be affected by any undertaking carried on by the employer in the workplace. Workplace is defined in section 5 of the WSHA as any premises where a person is at work or is to work, for the time being works, or customarily works, and includes a factory. Factory include any premises within which persons are employed in the handling, sorting, packing, storing, altering, repairing, construction, processing or manufacturing of any goods or product or any building operation or work of engineering construction.

24 In *Awang bin Dollah v Shun Shing Construction & Engineering Co Ltd and other appeals* [1997] 2 SLR 746, the plaintiff was injured when an uncompleted site office at a construction site collapsed onto him. The site belonged to the Housing and Development Board ("HDB") which had awarded the construction contract in relation to the site to the defendant. The Court of Appeal affirmed the finding that the defendant, being the main contractors under their contract with HDB and having an interest in the construction of the dwelling units on the site, were the occupiers of the site which included the site office and that the plaintiff was an invitee at the site office, having been employed by one of the sub-contracted parties to carry out the works there: see [28]. The Court of Appeal cited with approval the following passage of the judgment of Lord Denning in *Wheat v E Lacon & Co Ltd* [1966] AC 552 at 578

...wherever a person has a sufficient degree of control over premises that he ought to realise that any failure on his part to use care may result in injury to a person coming lawfully there, then he is an 'occupier' and the person coming lawfully there is his 'visitor': and the 'occupier' is under a duty to his 'visitor' to use reasonable care. In order to be an 'occupier' it is not necessary for a person to have entire control over the premises.

He need not have exclusive occupation. Suffice it that he has some degree of control. He may share the control with others. Two or more may be ‘occupiers’.

25 In *See Toh Siew Kee v Ho An Lam Ferrocement (Pte) Ltd & ors* [2013] 3 SLR 284 at [76] – [80], the Court of Appeal subsumed all occupiers’ liability claims within the framework of the tort of negligence. First, the threshold factual test of reasonable foreseeability is readily met in the case of occupiers as it is eminently foreseeable that entrants will suffer damage if occupiers do not take reasonable care to eliminate danger, whether static or dynamic, on their premises. Second, proximity embraces physical, circumstantial and causal proximity and includes proximity arising from the voluntary assumption of responsibility and concomitant reliance. Physical proximity exists between an occupier and an entrant to his property merely by virtue of the fact that the entrant is physically situated on the occupier’s property. Consent by an occupier to the presence of a lawful entrant on his premises also grounds the occupier-lawful entrant relationship and justifies a legal finding of proximity. Hence the vast majority of occupiers having control of the property which they occupy and/or the activities carried out there would owe a prima facie duty of care to lawful entrants.

26 In the present case, the pictures taken on the day show that there is hoarding put up at the void deck of block 542⁴⁷ and Murali has testified that there were workers around wearing helmets carrying items from the enclosed site⁴⁸. In the circumstances, there is evidence that the area was a workplace. It is also clear that the Defendant, being appointed as the builder for the addition and alteration works to that block, has a sufficient degree of control over the

⁴⁷ ABD 523

⁴⁸ NE, 24 October 2025, 116/4-8

area given that the Defendant was able to construct the temporary toilets, install the PVC pipe and build the hump in the area as well as cordon off the area with fences subsequent to the accident. The Defendant would have been aware that any failure on their part to use reasonable care would potentially result in injury to the general public given that the void deck and its surrounding area were public areas to which the public had access unless the area was cordoned off. In the circumstances, the Defendant was an occupier and a duty of care arises on the part of the Defendant towards the Claimant who was a lawful entrant at the Premises. While section 11 of the WSHA already imposes a statutory duty on the occupier of any workplace to ensure that the workplace as well as all means of access to or egress from the workplace are safe, I do not think this constitutes a policy consideration militating against the imposition of a duty of care.

Was there a breach of the duty of care

27 In the Claimant's closing submissions, the Claimant took the position that there has been a breach of the Defendant's duty of care as the Defendant has breached its statutory duties and obligations under the WSHA as well as fallen below the objective standard of a reasonable contractor using ordinary care and skill taking into account the likelihood and risks of harm, the extent of harm, the costs of avoiding harm, the Defendant's conduct or activity, the hazard or danger posed to the Claimant and the industry standards or common practice. The Claimant also alleged that the Defendant had contravened the HDB Technical Requirements, Chapter 4 of the Building and Construction Authority Code on Accessibility in the Built Environment 2019 ("BCA Code"), in particular 4.1.1.1, as well as clause 6.3.1 of the ISO 21542:2021 Building Construction – Accessibility and Usability of the Built Environment ("ISO Standard").

28 The Defendant argued that the alleged statutory breaches on the part of the Defendant did not form a part of the pleaded claim, and prejudiced the Defendant who had resisted the claim on the basis of common law negligence. While I accepted the Defendant's argument that the pleaded claim was grounded on common law negligence, I am of the view that the HDB Technical Requirements, BCA Code and ISO Standard were nevertheless evidence as to the standard of care relevant to a negligence claim.

29 The Claimant's expert had referred to the HDB Technical Requirements, Chapter 4 of the BCA Code as well as clause 6.3.1 of the ISO Standard as relevant standards and regulations in arriving at his expert opinion. In a claim of common law negligence, the standard of care is the general objective standard of a reasonable person using ordinary care and skill. The Court of Appeal in *Jurong Primewide Pte Ltd v Moh Seng Cranes Pte Ltd and others* [2014] 2 SLR 360 endorsed at [43] the consideration of industry standards and normal practice and affirmed reference to relevant codes of practices in pitching the standard of care. It therefore cannot be said that the Defendant was taken by surprise in respect of the case it has to meet on the basis of common law negligence, which is whether its conduct had fallen short of the common law standard of care as indicated by these standards.

30 The General Technical Requirements of HDB refers generally to providing barrier-free access from the driveway level to each residential block, from the multi-storey car park to all blocks and between blocks, to bus stops and to major pedestrian routes.

31 Paragraph 4.1.1.1 of the BCA Code states the following

Floor surfaces must:

(a) be stable, firm, level and slip-resistant;

- (b) not have any drop or unexpected variations in levels;
- (c) contrast with the walls in tone and colour, otherwise the skirting must provide a clear distinction between the floor and wall;
- (d) where there is a change in level, having contrasting colour bands and detectable warning surfaces provided to alert users of the change in level, complying with clause 4.5.

32 Clause 4.5 of the BCA Code in turn states that for any change in the level of the floor surface, the gradient of the slope must conform to the requirements in Table 4 which is reproduced below:

Table 4
Changes in Levels

Changes in Vertical Rise (mm)	Gradient not steeper than
0 to 15	1:2
more than 15 to 50	1:5
more than 50 to 200	1:10
Exceeding 200	1:12

33 Paragraph 4.5.2 goes on to state that where the change in vertical rise is from 15 mm to 200 mm, the ramp and landings must be of contrasting colour or a band with colour that contrasts against the surrounding flooring material must be provided across the top and bottom levels of the ramp or slope so that the ramp or slope can be seen and clearly identified.

34 Clause 6.3.1 of the ISO Standard states that the paths or routes to a building from the boundary of the site or from the parking area shall be designed and constructed to enable everyone to approach, enter, egress from or evacuate the building safely and with ease. The paths to, around and between buildings should be level and firm.

35 The Claimant's case is that the pipe was elevated at least 15 cm above the ground and was a tripping hazard⁴⁹. The Defendant had failed to install or place any hazard signs to point out that a tripping hazard was present and failed to install any form of barricades or otherwise cordon off the area. The PVC pipe was installed in the way of a walking pathway which would be normally accessed by visitors and expected to be free of any encumbrances. It was not immediately apparent or visible at the eye-level due to its low height and caused the Claimant to trip over the same, sustaining injuries.

36 The Claimant also argued that the fact that the Defendant had cordoned off the area with barricades subsequent to the accident⁵⁰ and only removed the same when the temporary toilets were removed approximately a month later⁵¹ was an acknowledgement that there was a lapse in safety measures which they needed to address. In particular, the evidence from the Defendant's witnesses was such that the barricades had in fact been put in place by the Defendant at the start but were removed to accommodate the cleaning carts prior to the accident⁵².

37 The Claimant's expert witness, How Kah Yuh ("How"), provided a report that stated that the injury sustained by the Claimant was preventable had industry-standard safety measures been implemented. The suspended drainage pipe, combined with the elevated hump, created a tripping hazard that violated various safety standards, including those under the WSHA, and the BCA Code.

⁴⁹ Claimant's AEIC at [7]

⁵⁰ Claimant's AEIC at [17]

⁵¹ NE, 31 October 2025, 90/1-21

⁵² NE, 31 October 2025, 87/21-32

38 The Defendant attacked the evidence of How on the following fronts. First, it argued that How's report and evidence should be disallowed under Order 12 rule 2(4) of the Rules of Court 2021 because he had prepared his report solely on verbal instructions given at a single meeting at the Claimant's solicitor's office⁵³. How did not refer to any of the contemporaneous documents, including the Claimant's police report or his medical reports in arriving at his opinions and did not list the issues he was asked to consider as an expert. He failed to consult with AMKTC or HDB before he prepared the report⁵⁴ and did not personally visit the site⁵⁵ or mention the weather conditions at the time of the alleged accident⁵⁶. His failure to highlight the discrepancies between the Claimant's version of events and the contemporaneous documents, the existence of which he was aware, was a failure to discharge his duty as an expert.

39 Secondly, the Defendant argued that How had also erred in assuming that the incident happened at an active construction site and wrongly concluded that the standards and regulations he cited at paragraph 4 of his report would apply. Thirdly, the Defendant argued that How lacked specific qualifications that would make him competent to comment on the matters in his report as he had obtained his certification in Occupational Safety Health from Singapore Polytechnic over 22 years ago⁵⁷ and had never been involved in a HDB's Home Improvement Programme⁵⁸.

⁵³ NE, 24 October 2025, 29/16 – 30/14

⁵⁴ NE, 24 October 2025, 45/1-9

⁵⁵ NE, 24 October 2025, 45/13-17

⁵⁶ NE, 24 October 2025, 45/31 – 46/15

⁵⁷ NE, 24 October 2025, 19/17-29

⁵⁸ NE, 24 October 2025, 16/23-32

40 In my view, how the accident had happened are findings of fact which the Court determines based on the evidence before it. How had simply assumed that the Claimant had tripped over the PVC pipe and had not taken into consideration the Claimant's account as given in his police report or his medical reports, which he received only after he has submitted his expert report⁵⁹. Given my finding above that it is more likely than not that the Claimant had tripped over the concrete hump, I did not put much weight on How's evidence in so far as they are premised on the assumption that the Claimant had tripped over the PVC pipe.

41 Nevertheless, the industry standards which he has adduced as evidence were pertinent. While I accept that How, who produced the report, did not have the professional qualifications of an engineer⁶⁰ and had never been involved in a home improvement program⁶¹, he nevertheless had a bachelor of science in environment, occupational safety and health, a diploma in civil and structural engineering, a graduate certificate in workplace safety and health⁶², a certificate of occupational safety and was a ISO measurement system auditor⁶³. He also ran his own firm which provides resident technical officer services for some construction activities for projects⁶⁴ and had previous experience in the safety performance of civil construction projects. How had taken the view that the temporary works in the void deck, including the temporary hold-up area for the store, the humps and the pipes, are considered active construction falling within

⁵⁹ NE, 24 October 2025, 41/5-11

⁶⁰ NE, 24 October 2025, 11/14-17

⁶¹ NE, 24 October 2025, 16/31-32

⁶² NE, 24 October 2025, 17/20-32

⁶³ NE, 24 October 2025, 18/13-22

⁶⁴ NE, 24 October 2025, 11/3-13

the responsibility of the occupier under the WSHA, even though he did not make reference to the relevant provisions in support of his opinion⁶⁵. As set out earlier, there is evidence that the area was a workplace where work involving the construction of the temporary toilets has taken place and where the taking down of the temporary toilets will take place. Hence, I am of the view that the area was a workplace where the WSHA statutory obligations would apply. Even if I was wrong that the area was a workplace, the area would be a means of access to or egress from the workplace to which WSHA statutory obligations would apply. Correspondingly, I do not think How was wrong to refer to the area as adjacent to an active construction site falling under the responsibility of the occupier for which WSHA obligations were relevant

42 As set out in the BCA Code, floor surfaces should not have any unexpected variations in levels. While there were yellow markings to indicate the change in level, a hump which was approximately 200 mm tall was unusually steep and the change in level did not comply with clause 4.5 of the BCA Code requiring a gradient not steeper than 1:10. Taking the peak of 200 mm of the hump to be in the middle of the hump at approximately 500 mm from one side and 1,250 mm from the other side, the gradient works out to be approximately 1:2.5 and 1:6.25 from the other side, which is far steeper than the 1:10 gradient required.

43 Based on the photographic evidence before the Court, I am of the view that it is reasonably foreseeable that a pedestrian emerging from the passageway which the Claimant took may not immediately notice the pipe and concrete hump which were close to the exit of the passage way and not at the eye-level line of sight and which were obstacles on a pedestrian walkway that one would

⁶⁵ NE, 24 October 2025, 63/29 – 65/5

not ordinarily expect. While I accept that the hump had been painted with yellow paint, given that it was unusually steep, I accepted How's evidence that best practices in construction safety dictate that clear signage and physical barriers should be used to alert the public of ongoing works, particularly when hazards such as suspended pipes and elevated humps are present.

44 In this regard, I also find it significant that subsequent to the accident, the Defendant had cordoned off the area with barricades and only removed the same when the temporary toilets were removed approximately a month later⁶⁶. Selvaraj Ramkumar ("Ramkumar") was the safety co-ordinator of the Defendant from May 2022 to October 2023. On the stand, he testified that the consultant, Surbana Jurong Consultants Pte Ltd ("Surbana") had sent a message to his project coordinator, Hoe Kong Yung ("Hoe") that the Claimant had tripped and fallen and his project coordinator forwarded the message to him⁶⁷. Ramkumar also received the same message from Surbana⁶⁸. According to Ramkumar, he went down to the site after receiving the message but no one was there. After a while, his project coordinator came and instructed him to put up barricades⁶⁹. The barricades remained there until the temporary toilets and concrete hump were removed⁷⁰ about a month after the accident⁷¹. Although his affidavit suggested that he had instructed the workers to cordon off the area with

⁶⁶ NE, 31 October 2025, 90/1-21

⁶⁷ NE, 31 October 2025, 3/12-17, 4/1-6

⁶⁸ NE, 31 October 2025, 12/8-12, 14/7-8, 15/14-15, 22-25, 17/17, 31/12-15, 33/18-19

⁶⁹ NE, 31 October 2025, 9/4-15

⁷⁰ NE, 31 October 2025, 10/6-30

⁷¹ NE, 31 October 2025, 47/32 – 48/1

fences, his evidence on the stand was that he had received instructions from Hoe before doing so⁷².

45 Hoe is a project site coordinator employed by the Defendant. Hoe had stated in his affidavit that Ramkumar had received a message from Surbana that the Claimant had tripped and fallen. He was then informed by Ramkumar that upon receiving the message, Ramkumar and his colleagues took steps to cordon off the area. On the stand, Hoe corrected his affidavit to state that he, the consultant and the PR officer from the Defendant had received the message about the Claimant's incident from the Ang Mo Kio Town Council group chat, after which he forwarded the message to Ramkumar⁷³. He then went to the site with the consultant⁷⁴. Ramkumar was also there. The consultant requested for the area to be barricaded and for blinker lights to be installed and Ramkumar proceeded to arrange for workers to do the same⁷⁵.

46 Hoe conceded that the Defendant was the occupier of the area because they were doing the Home Improvement Program there⁷⁶. Hoe claimed that he did not usually cordon off such areas or put any visible warning signs redirecting pedestrians from the obstructed area⁷⁷. The reason why they had put the same barricades back after the accident was because Surbana had requested it⁷⁸. However, he agreed that they would have also done the same, even if Surbana

⁷² NE, 31 October 2025, 11/15-22, 31/23-30

⁷³ NE, 31 October 2025, 68/21 – 69/2

⁷⁴ NE, 31 October 2025, 77/18-21

⁷⁵ NE, 31 October 2025, 79/15 – 27

⁷⁶ NE, 31 October 2025, 91/21-24

⁷⁷ NE, 31 October 2025, 95/5-13

⁷⁸ NE, 31 October 2025, 96/1-7

did not instruct them to do so, as a safety measure⁷⁹ to prevent future accidents from taking place⁸⁰.

47 While the Defendant argued that the measures taken subsequent to the accident had been implemented out of an abundance of caution on the directions of the project consultant⁸¹, the fact that such measures were implemented so quickly and easily indicated that the costs of avoiding harm were low.

48 I also note that the same barricades had in fact been used to cordon off the area prior to the accident.

49 Ramkumar gave affidavit evidence that after the temporary toilets were set up, he had received feedback sometime in March 2023 from Ang Mo Kio Town Council that they were unable to operate their battery-operated cleaning carts over the PVC pipe which connected the toilet to the sewerage manhole. After receiving this feedback, he instructed the Defendant's workers to construct a concrete hump over a section of the PVC pipe close to the sewerage manhole so that the cleaning carts could be driven over the concrete hump. The area around the hump was not cordoned off as the cleaners needed to drive over the hump⁸². However, on the stand, Ramkumar testified that the hump was constructed as a matter of course after the pipes were constructed⁸³ and even before the town council feedback⁸⁴. If there are no vehicles passing over that

⁷⁹ NE, 31 October 2025, 96/8-15

⁸⁰ NE, 31 October 2025, 96/23-29

⁸¹ NE, 31 October 2025, 94/7-10

⁸² Ramkumar's AEIC at [11] - [13]

⁸³ NE, 31 October 2025, 40/3-6

⁸⁴ NE, 31 October 2025, 41/29

area, they would use a box kind of set up to cover that particular area⁸⁵ and place barricades⁸⁶. However, the town council gave feedback that the hump was not level for the carts to go past⁸⁷ and the carts cannot go past the barricades⁸⁸. Hence the barricades were removed⁸⁹. Ramkumar claimed that the barricades were put up for the purpose of notifying the vehicles that there was a hump there as the hump can break when the vehicles go on top of the hump⁹⁰. The barricades were also there to prevent any members of the public from either hitting into the hump or preventing any form of accident should they walk in that area⁹¹. Ramkumar agreed that the barricades that were installed after the accident were installed because the Defendant wanted to prevent any other accidents from taking place⁹².

50 Hoe stated in his affidavit⁹³ that a cement hump was constructed over a section of the PVC pipe and the sewerage manhole only after the cleaners engaged by AMKTC had complained that they were unable to operate their battery operated cleaning carts because the PVC pipe was obstructing their path. The hump was constructed so as to enable the operation of the cleaning carts without damaging the PVC pipe. However, on the stand, Hoe testified that the pipe and hump were erected when the temporary toilets were set up and they had barricaded the area to let the cement dry out when they constructed the

⁸⁵ NE, 31 October 2025, 41/20-25

⁸⁶ NE, 31 October 2025, 42/15-18

⁸⁷ NE, 31 October 2025, 42/5-7

⁸⁸ NE, 31 October 2025, 42/15-18

⁸⁹ NE, 31 October 2025, 42/22-25

⁹⁰ NE, 31 October 2025, 58/16-23

⁹¹ NE, 31 October 2025, 59/9-12

⁹² NE, 31 October 2025, 61/12-16

⁹³ Hoe's AEIC at [12] – [13]

hump⁹⁴. Subsequently they received feedback that because of the barricade, the rubbish cart cannot collect the rubbish and they were asked to remove the barricade so that the rubbish cart can travel on top of the hump⁹⁵. The Bangladeshi cleaning supervisor had informed him as well as Ramkumar⁹⁶ and they acceded to his request to remove the barricades⁹⁷. Hence, they had removed the barrier around the cement hump after receiving the complaint and his affidavit evidence is wrong⁹⁸.

51 Hoe agreed that sometime around 11 March 2023, there was a barrier around the pipe and hump. Then, sometime between 11 and 14 March 2023, he received feedback from the cleaning supervisor to remove the barrier so that the cleaning cart can go over the hump, which request he acceded to⁹⁹. After the incident, he cordoned off the area by putting back the same barriers which were already there at the start¹⁰⁰. Hoe agreed that the barricades remained there until the temporary toilets were dismantled which was about a month after the accident¹⁰¹.

52 Having reviewed the evidence, I did not accept Hoe's evidence that the barricades were put up prior to the accident merely for the cement over the hump to dry. If this was indeed the case, Ramkumar would not have testified that the barricades were there to prevent members of the public from hitting into the

⁹⁴ NE, 31 October 2025, 82/1-7

⁹⁵ NE, 31 October 2025, 82/7-14

⁹⁶ NE, 31 October 2025, 84/11-28

⁹⁷ NE, 31 October 2025, 83/21-27

⁹⁸ NE, 31 October 2025, 86/8-20

⁹⁹ NE, 31 October 2025, 87/21-32

¹⁰⁰ NE, 31 October 2025, 89/13-16

¹⁰¹ NE, 31 October 2025, 90/1-21

hump and to prevent any form of accident if they were to walk in that area. If the barricades were put up merely for the cement over the hump to dry, they would have been removed upon the drying of the cement and there would have been no need for the cleaning supervisors to raise the feedback about the carts. Given the evidence that the barricades used before and after the accident were the same, it is unlikely, given their size and the cordoning off of the pipe area, that they were put in place simply for the cement over the hump to dry. I also did not accept that the reinstatement of the barriers was solely because of the project consultant's request. Ramkumar stated that it was Hoe who instructed him to do reinstate the barricades and Hoe conceded that they were reinstated as a safety measure to prevent future accidents from taking place.

53 The existence of the hump presented an unexpected variation in the level of the passenger walkway and it was reasonably foreseeable that a member of the public who may not have noticed the hump despite the yellow marking or expected the height of the hump may trip over it and suffer injuries. I also note that the accident had happened a mere two or three days after the construction of the hump and the corresponding removal of the barricades. The cost of taking precautions to guard against such risks by cordoning off the area and preventing public access would not have been unreasonable or impractical, given that such measures were implemented fairly quickly after the accident on the day of the accident itself and remained in place until the temporary toilets were removed a month later. In the circumstances, I find that the Defendant had fallen below the degree of care demanded of a reasonably careful and skilled contractor and had breached its duty of care to the Claimant.

Was there any contributory fault or responsibility

54 The Claimant claimed that he did not see the signboard stating home improvement works at the back of the toilets as he came out from the passageway and did not see it when he went to the wake as he had taken an alternative route to the wake where there was no obstruction¹⁰². He did not know that there was an upgrading project until he fell down¹⁰³. He had not noticed that there were upgrading works when he first walked to the wake as he had walked into an area of the void deck where there were no works¹⁰⁴. The Claimant also claimed that he did not notice the temporary toilets which were installed while he was at the wake¹⁰⁵. The Claimant claimed that he was walking towards the car park to see if there was anyone he knew who could give him a lift when he fell¹⁰⁶.

55 The Claimant agreed that he would have been able to see the temporary toilets and the platform before he entered the passage way¹⁰⁷ but did not notice that there was a toilet there¹⁰⁸. Based on the picture of the area¹⁰⁹, I find that the Claimant could not have missed the fact that there were works in the area before he entered the passageway. He may not have noticed that they were toilets but the size of the toilets, the platforms leading to it, the brightly coloured netting over the handle bars of the platform meant that he could not have missed the

¹⁰² NE, 22 August 2025, 26/1-14, 29/25-28

¹⁰³ NE, 22 August 2025, 27/15-16

¹⁰⁴ NE, 22 August 2025, 32/26-31

¹⁰⁵ NE, 22 August 2025, 39/1-9

¹⁰⁶ NE, 22 August 2025, 45/12-16

¹⁰⁷ NE, 22 August 2025, 55/4-10

¹⁰⁸ NE, 22 August 2025, 110/32-32

¹⁰⁹ Tab E of Hoe's AEIC

fact that there were temporary structures in the area. Nevertheless, I do not think he could be faulted for taking that passageway, given that it was reasonable to assume that dangerous areas would be cordoned off and areas which remain accessible to the public would be safe.

56 While the Claimant agreed that a pedestrian has to pay attention to where he is walking¹¹⁰, the Claimant did not see the pipe as it was not in his line of sight and there were no signboard or cordons to warn him of the tripping hazard¹¹¹.

57 According to How's report¹¹², the pipe was approximately 2.1 metres long, 10 cm in diameter, reached a height of 16 cm above the ground and was connected to a concrete hump, which was approximately 1 metre by 2.5 metres and over which yellow paint has been sprayed.

58 The Claimant explained that he did not see the pipe despite its dimensions nor the hump because they were not at his eye level and were not very flat¹¹³. Ultimately, the Claimant conceded that if he had been keeping a proper lookout, he could not have possibly missed seeing the pipe or the concrete hump¹¹⁴. He also accepted that if he was in fact paying attention to where he was going, any reasonable person would have seen the pipe and the hump¹¹⁵. The Claimant denied that he was looking at his phone or that he was trying to call either Quek or Murali to get a ride from them as he was leaving

¹¹⁰ NE, 22 August 2025, 30/25-27

¹¹¹ NE, 22 August 2025, 32/1-18

¹¹² ABD 40 - 42

¹¹³ NE, 22 August 2025, 63/24 – 64/4

¹¹⁴ NE, 22 August 2025, 70/9-15

¹¹⁵ NE, 22 August 2025, 81/24-27

the wake but conceded that he did not have an excuse for not being able to see the pipe and hump that were in front of him¹¹⁶.

59 As set out earlier, I do not think the Claimant should be faulted for taking the passageway next to the temporary toilets to emerge from the void deck into the pedestrian walkway next to the car park. These are open public areas. If the Defendant had assessed that it would be unsafe for pedestrians to take that passageway out from the void deck and walk in the area where the pipe and hump were, the Defendant should have cordoned off the area, which it in fact did subsequent to the accident. Nevertheless, I am of the view that the Claimant should have kept a proper lookout and paid attention to his surroundings. The hump was 2.5 by 1 metre and had been painted with yellow paint. If he had kept a proper lookout by looking at the surroundings including the surroundings below his eye-level, he would not have missed seeing the hump and would not have tripped over it.

60 In determining apportionment of liability for an accident, the court will weigh: (a) the relative causative potency or extent to which each party's conduct contributed to the damage; and (b) the relative moral blameworthiness of each party, which is a more wide-ranging consideration that takes into account various factors to arrive at a just and equitable result on the facts: *Lim Wai Kit Jeff v Arumugam Alamuthu* [2025] SGHC 254 at [54] citing *Ting Jun Heng v Yap Kok Hua* [2021] SGHC 44 at [42].

61 In *Management Corporation Strata Title Plan No 2668 v Rott George Hugo* [2013] 3 SLR 787, the respondent was a subsidiary proprietor and resident of the Equatorial Condominium (the "Condominium"). He was walking in the

¹¹⁶ NE, 22 August 2025, 82/8-29

basement car park of the Condominium when he slipped and fell after he stepped into a puddle, which was in fact some water thrown over a patch of oil. In considering the relative blameworthiness at [43], the Court found that the appellant, as management with control over the premises, was to be faulted for not having a proper system to address the hazards in the car park but the respondent was blameworthy in knowingly stepping into the slippery patch with full knowledge of the risks that it entailed. The Court therefore found a greater degree of blameworthiness to be attributed to the respondent and held that he should bear 75% liability for the slip accident and the appellant's liability was correspondingly reduced to 25%.

62 In *Chan Chui Yoke v Holland-Bukit Panjang Town Council* [2023] SGDC 27, the plaintiff was a lawful resident of a Housing and Development Board flat at Block 276 Bangkit Road. Part of Block 276 is surrounded by a pedestrian walkway approximately 3 metres wide which, in turn, is bounded by a perimeter drain with a width of 0.25 metres and a depth of 0.36 metres. Beyond the perimeter drain lies a turfed area dotted with some plants (the “back apron area”). The plaintiff had crossed over the perimeter drain from the pedestrian walkway to the back apron area to water some plants after which she took the same route but in the opposite direction. As she attempted to cross over the perimeter drain from the back apron area to the pedestrian walkway, she accidentally stepped into the uncovered perimeter drain. The District Court found that the defendant did not fall short of the duty of care. However, the District Court went on to find that even if contrary to its findings the defendant was liable to the plaintiff in relation to the accident, the plaintiff should bear the bulk of liability for the accident at 90%, given that she was injured while making her return journey from the back apron area and in circumstances where she had already avoided the risk once, having fully appreciated the risk (such as it was).

63 Bearing in mind the tripping hazard caused by the pipe and the hump, the area should have been cordoned off from public access, as it was subsequently done. The Defendant should not have removed the barricades from the Premises which would have avoided the accident. However, the Claimant was also at fault for failing to take reasonable precautions to ensure his own safety by keeping a proper lookout and paying more attention to his surroundings. The Claimant should have already been aware that there were temporary toilets in the area and that the block was having upgrading works. He should therefore have been more alert to the possibility of hazards as he emerged from the passageway. The accident happened in broad daylight and there were no visible structure obstructing his view. As he conceded, he should have seen the concrete hump which was marked out in yellow paint if he had been keeping a proper lookout. In the circumstances, I am of the view that he should bear the bulk of the responsibility for the accident and apportion responsibility for the accident at 75% to the Claimant and 25% to the Defendant.

64 Trial on the remaining issues of liability and quantum is to proceed based on the finding that the Defendant is 25% responsible for the accident.

Sia Aik Kor
District Judge

Jasjeet Singh s/o Harjindar Singh and V Mitraa (Dhillon & Panoo
LLC) for the Claimant;
Ramesh Appoo and Shabira Banu d/o Abdul Kalam Azad (Just Law
LLC) for the Defendant.
