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

[2026] SGHC 175

Originating Claim No 483 of 2024

Between

Reformd Pte Ltd

… Claimant

And

Kopigi Pte Ltd

… Defendant

Counterclaim

Between

Kopigi Pte Ltd

… Claimant in Counterclaim

And

Reformd Pte Ltd

… Defendant in Counterclaim

JUDGMENT

[Contract — Discharge — Breach]
[Contract — Termination]

[Contract — Damages — Nominal Damages]

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Reformd Pte Ltd
v
Kopigi Pte Ltd

[2026] SGHC 175

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28 August 2026 Judgment reserved.

S Mohan J:

Introduction

1 Contracts for the provision of creative services may, unsurprisingly, present particular difficulties in the application of ordinary contractual principles. Unlike contracts for the supply of goods or objectively measurable services, the performance of the creative services promised often involves the exercise of professional judgment in pursuit of a commercial objective of the counterparty. Whether that objective has been achieved may admit of differing opinions. That said, the court's task is not to determine whether the finished work accords with the client's subjective preferences, but whether the defendant has objectively discharged the contractual obligations undertaken.

2 The legal principles to be applied in this case are uncontroversial. Whether a party is in breach of contract depends upon the proper construction

of the contractual obligations undertaken and an objective assessment of whether those obligations have been performed. Where the contract confers a measure of professional or creative discretion, the court does not substitute its own aesthetic opinion for that of the parties. Rather, it determines whether the contractual standard – whether expressed in the agreement or implied by law – has objectively been satisfied or breached.

3 The claimant, Reformd Pte Ltd (the "Claimant"), engaged the defendant, Kopigi Pte Ltd (the "Defendant"), to provide interior design services for a retail store fit-out project. However, what followed was an unfortunate and rapid breakdown in the parties' relationship that resulted in this litigation. Let me start by recounting the facts.

Background

4 The Claimant is a company engaged in the business of retail sales in non-specialised stores and the operation of fitness centres and gymnasiums.[1] The Defendant is a company in the business of providing interior design services.[2] Both companies are incorporated in Singapore.[3] This claim concerns the Claimant's intended business of selling mechanical keyboards and its engagement of the Defendant for the design of the retail store (the "Store").[4]

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1 Statement of Claim (Amendment No. 2) dated 8 September 2025 ("SOC") at para 2. Defence and Counterclaim (Amendment No. 2) dated 22 September 2025 ("D&CC") at para 9. Affidavit of Evidence-in-Chief of Ari Budiman Gani dated 11 June 2025 ("ABG AEIC") at para 5. Affidavit of Evidence-in-Chief of Soh Cher Ming Ivan dated 6 June 2025 ("SCMI AEIC") at para 8.

2 SOC at para 3. D&CC at para 11. ABG AEIC at para 9. SCMI AEIC at para 9.

3 SOC at paras 2–3. D&CC at paras 9 and 11.

4 SCMI AEIC at para 10. Affidavit of Evidence-in-Chief of Brendan Zachary De Souza dated 11 June 2025 ("BZDS AEIC") at paras 6–7.

5 The representatives of the parties relevant to the events that transpired below include, *inter alia*, (a) on the Claimant's side, Mr Ari Budiman Gani ("Mr Gani"), Mr Brendan Zachary De Souza ("Mr De Souza") (who is presently no longer employed with the Claimant), Ms Monica Angkodjojo ("Ms Angkodjojo"), Mr Jedidiah Heng Zhi En and Mr Ashley Chua Jun Hong; (b) on the Defendant's side, Mr Soh Cher Ming Ivan ("Mr Soh"), Mr Zayar Lin ("Mr Zayar"), Ms Sarah Koh ("Ms Koh") and Ms Sheila Tan Yan Ning; (c) Mr Melvin Lee and one Ng Wen Jie as representatives of the Claimant's contractor Trident Fitout Pte Ltd ("Trident"); and (d) Ms Simone Ku ("Ms Ku"), Mr Lau Jia Hui, Mr Jasper Yong, Mr Jason Koh and Ms Visfer Rocel Manalo as representatives of the landlord of the Cineleisure Orchard ("Cineleisure") retail unit ("Landlord").[5] At the trial, Mr Gani, Mr De Souza and Ms Angkodjojo gave evidence for the Claimant while Mr Soh was the sole witness for the Defendant.

6 Prior to the parties entering into any agreement, there were at least three meetings between representatives of the parties, two of which took place on 29 January 2024 and 8 February 2024, and another which took place as an online meeting on or around 19 February 2024.[6] It is common ground, at least from 21 February 2024, that the Claimant was considering two possible locations for the Store – one was located in Selegie in a building known as "GR.iD" and the other at Cineleisure.[7] At the abovementioned meetings, the discussions between the parties were confined to the unit available at GR.iD,

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5 SOC at para 4. Transcript dated 3 February 2026 at p 52, ln 13–14. SCMI AEIC at paras 47 and 49 and Annex 1, p 50.

6 SOC at paras 4 and 6. D&CC at para 13. SCMI AEIC at paras 14–15, 17 and 21. BZDS AEIC at paras 13 and 15.

7 SOC at para 7. D&CC at paras 17 and 19.

with no mention of Cineleisure as a possible location for the Store.[8] On the evening of 21 February 2024, Mr De Souza sent a message to Mr Soh asking "do you have time to view two potential locations tomorrow?", followed by a message stating "one at [GR.iD] one at [Cineleisure]". Mr Soh responded by asking whether this was for a separate project, to which Mr De Souza replied that it was the "same [project] but potential other location".[9] This was the first time the possibility of the Store being located at Cineleisure was mentioned to the Defendant.[10] This was followed by site visits and consultations on 22 February 2024 regarding both potential Store locations at GR.iD and Cineleisure.[11]

7 Following these preliminary discussions and site visits, on 22 February 2024, the parties executed a consultancy service agreement dated 14 February 2024 ("Consultancy Agreement"), wherein the Claimant engaged the Defendant to prepare two designs for the Store for its intended business of selling mechanical keyboards.[12] These were, and are hereafter known respectively as, the "Concept Design" and "Schematic Design".[13] By the Claimant's account, the Claimant chose to engage the Defendant on the basis, *inter alia*, that the Defendant had previously carried out interior design work for another business, known as "Mecha", which operated a business similar to the Claimant's intended business.[14]

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8 Transcript dated 3 February 2026 at p 23, ln 27–32.

9 Transcript dated 3 February 2026 at p 24, ln 8–28. SCMI AEIC at p 72.

10 Transcript dated 3 February 2026 at p 24, ln 26–28.

11 BZDS AEIC at para 10. SCMI AEIC at para 29.

12 SOC at para 8. D&CC at para 21. BZDS AEIC at para 10. SCMI AEIC at para 21.

13 SOC at para 8. D&CC at para 21. BZDS AEIC at para 11. Claimant's Opening Statement dated 26 January 2026 ("COS") at para 5.

14 SOC at para 5. BZDS AEIC at para 9.

8 The following portions of the Consultancy Agreement are relevant to this dispute:[15]

(a) The cover page of the Consultancy Agreement, which states "Consultancy Service Agreement – Appointment of Interior Designer – Proposed Interior Design Consultancy at 1 Selegie Rd #03-03 GR.iD Singapore 188306";[16]

(b) Clause 3.3.1 – "The Interior Designer shall exercise all reasonable skill and diligence in obtaining estimates of cost and time of the works to be undertaken by contractor on a timely basis. However, the Interior Designer shall not be liable in any way for any inaccuracies in the estimates so given";[17]

(c) Clause 3.4.3 – "The Client shall consider all documents submitted and/or questions raised to the Client by the Interior Designer in connection with the works and give decisions promptly so as not to delay the Interior Designer's work";[18]

(d) Clause 3.5.1 – titled "Termination of Appointment", and reads "The appointment of the Interior Designer for this project under this agreement, entered into between a Client and the Interior Designer, may be terminated at any time by either party by **<u>1 week's written notice</u>** to the other" (emphasis in bold and underline in original);[19]

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15 SCMI AEIC at pp 89–95.

16 SCMI AEIC at p 89.

17 SCMI AEIC at p 93.

18 SCMI AEIC at p 93.

19 SCMI AEIC at p 93.

(e) Clause 6.1 – titled “Time of Essence”, and reads “Time, wheresoever mentioned in this agreement, shall be of the essence”.[20]

9 In respect of the first clause above, notwithstanding that the Consultancy Agreement stated that the design works would be for a store based in GR.iD, the Claimant eventually decided instead to locate the Store at a retail unit at Cineleisure. A lease agreement was eventually entered into between the Claimant and the Landlord. Hereafter, references to the Store are to the retail unit at Cineleisure.

10 The Cineleisure lease entered into by the Claimant came with a rent-free fitting out period of two months, spanning 1 April 2024 to 31 May 2024 (the “Rent-Free Fitting Out Period”).[21] The Claimant informed the Defendant of this shortly after the signing of the Consultancy Agreement.[22] The Claimant relies on the Rent-Free Fitting Out Period in support of its case that under the Consultancy Agreement, time was of the essence – specifically, that the project and fitting out works had to be completed *before* 1 June 2024 so that the Claimant could begin operating and earning revenue from the Store immediately upon the expiry of the Rent-Free Fitting Out Period.[23]

11 Several meetings occurred between the Claimant and the Defendant that the parties claim to be relevant to the question of whether the Defendant breached the Consultancy Agreement. On 5 March 2024, according to the

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20 SCMI AEIC at p 94.

21 BZDS AEIC at para 12.

22 SOC at para 10. D&CC at para 25.

23 SOC at paras 10–11. COS at paras 7–8.

Defendant, it presented the first version of the Concept Design to the Claimant.[24] On 7 March 2024, the parties' representatives met at the Store – at this meeting, the Claimant claims that representatives of the Landlord had expressly stated and made known to the parties its strict fitting out requirements, including a requirement of "porosity".[25] The Defendant disagrees that the alleged porosity requirement or any height restriction was mentioned.[26]

12 On 8 March 2024, the Landlord sent the Defendant an email requesting a list of documents to be submitted for approval and attaching a document referred to by the parties as the "Fit-Out Guide", which set out certain specifications which the design of the Store was required to comply with.[27] The Claimant alleges that between 8 and 26 March 2024, the Defendant was responsible for delays arising from its failure to respond to the Landlord's request for documentation – maintaining what the Claimant describes as "radio silence" notwithstanding the urgent timelines involved.[28] In particular, the Claimant alleges that the Defendant did not respond to the Landlord's initial request of 8 March 2024, nor to the reminder sent on 25 March 2024, such that it was ultimately the Claimant's contractor, Trident, who furnished the Landlord with the Defendant's design by email.[29] On 26 March 2024, the aforementioned email containing the design was sent by Trident to the Landlord.[30] On 27 March 2024, the Landlord rejected the design and provided, *inter alia*, comments

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24 D&CC at para 35. SCMI AEIC at para 47.

25 SOC at para 13.

26 D&CC at para 32.

27 BZDS AEIC at para 18. SCMI AEIC at para 55 and pp 263–264.

28 BZDS AEIC at paras 28–30. Transcript dated 4 February 2026 at p 67, ln 8–20. Claimant's Reply Closing Submissions dated 10 April 2026 ("CRCS") at para 10.

29 BZDS AEIC at paras 28–30.

30 BZDS AEIC at para 30 and pp 157–173.

imposing height restrictions of 1.2m along the atrium and 1.5m within the space of the Store.[31] The Defendant claims that these were new restrictions not stated in the Fit-Out Guide, which only specified that merchandise displays in shopfront windows could not exceed 2.1m.[32] On 4 April 2024, the Landlord informed the Defendant that the Fit-Out Guide was to be disregarded, following which the Claimant and Defendant met on 5 April 2024 to, *inter alia*, discuss the new requirements and the overall project.[33] Following the meeting on 5 April 2024, the parties resolved a number of issues and, *inter alia*, agreed on a timeline of 1.5 to 2 weeks for the revised design.[34]

13 Nevertheless, tensions continued to simmer between the Claimant and the Defendant. On 15 April 2024, Ms Angkodjojo sent a WhatsApp message to a chatgroup comprising the parties' representatives and, *inter alia*, intimated that the Claimant's lawyers would be issuing a letter setting out its position, but that legal action could be avoided if the Defendant cooperated. In response to that message, on the same day at 4.47pm, Mr Soh – being the director of the Defendant – sent a message within the same chatgroup stating as follows ("Defendant's WhatsApp Message"):[35]

> … noting your insistent and baseless threats of legal action. *We will terminate this contract henceforth.*
>
> We reserve the right for legal action and claims for the work done this far in this stage.
>
> We will remove ourselves from the various group chats. You may reach me via email.

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31 BZDS AEIC at para 31. SCMI AEIC at para 81–82 and p 488.

32 D&CC at paras 61(b)–61(c).

33 BZDS AEIC at paras 21–23. SCMI AEIC at paras 96–98.

34 SCMI AEIC at para 101 and pp 569–570 and 572. CRCS at paras 2–3.

35 SCMI AEIC at p 121.

[emphasis added]

14 Mr Soh, and the Defendant's employees Ms Koh and Mr Zayar, then left the chatgroup within the next minute or so. Later that same day, Mr Soh reiterated the contents of his above message in an email sent to the Claimant at 5.20pm:[36]

> Dear Brendan,
>
> Without Prejudice,
>
> *We would like to inform of our henceforth termination of the above mentioned contract as per our whatsapp group chat.*
>
> Despite our team working and expediting our processes to accommodate a changing brief largely due to wrong design guidelines given to us, your team has threatened on 2 occasions with legal action.
>
> I disagree with all allegations you and Monica have made to us so far.
>
> We see no goodwill shown on your end to see through this working relationship.
>
> Please also see attached our invoice for 2nd stage of our services as per Clause 1.2 (Schematic Design) of our contract.
>
> …
>
> [emphasis added]

15 Following these events, the parties subsequently exchanged lawyers' letters and shortly after, the Claimant commenced proceedings.[37]

The parties' cases

16 The Claimant's case is that the Defendant acted in breach of the express terms of the Consultancy Agreement[38] and further and/or in the alternative, the

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36 SCMI AEIC at p 692.

37 SCMI AEIC at pp 695–699 and 701–707.

38 SOC at para 11. COS at para 15(c).

implied terms arising thereunder[39] – namely, that (a) the Defendant would carry out the design works expeditiously in order to complete them by a stipulated date in June 2024 ("Expediency Issue"); and (b) "consider all documents submitted and/or questions raised to the Defendant in connection with the works and respond promptly so as not to delay the Project or the works required under the Consultancy Agreement".[40] In respect of expediency, the Claimant says that the Defendant caused inexcusable delays by ignoring the Landlord's emails on 8 March 2024, withholding draft designs, and producing non-compliant work, in breach of Clauses 6.1 and 3.4.3 of the Consultancy Agreement and implied terms requiring expeditious performance, ultimately resulting in the Store opening being delayed to August 2024.[41] The Claimant also says that the Defendant breached an express or implied requirement that the design be "porous" in compliance with the Landlord's requirements ("Porosity Issue") by submitting non-porous designs with walls exceeding prescribed height limits, failing to respond proactively after the Landlord's rejection of those designs, and producing a slipshod redesign on 12 April 2024.[42]

17 Finally, the Claimant relies on the Defendant's WhatsApp message and email of 15 April 2024 as an additional and alternative ground for damages, on the basis that the communications constituted a wrongful termination of the Consultancy Agreement ("Wrongful Termination Issue").[43] Together, these contentions constitute what is hereinafter referred to as the "Claim".

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39 SOC at para 12.

40 COS at paras 12 and 15(e). CRCS at para 32. SOC at para 12.

41 COS at paras 8–9 and 12. Claimant's Closing Submissions dated 20 March 2026 ("CCS") at paras 10–16 and 26.

42 CCS at paras 17–18, 22–23, 28–29 and 39–41. COS at para 11.

43 SOC at para 23. COS at para 15(c). CCS at paras 43–46, 78, 95–98 and 99(c).

18 The Claimant submits that following these breaches, it is entitled to damages for the Claim on the basis that the Defendant's conduct caused a delay of at least two months to the official opening of the Store.[44] The Claimant quantifies its loss at a total sum of S$462,907.56, comprising, *inter alia*, loss of profits calculated by reference to historical sales data in other months following the Store's opening and the Claimant's own internal sales projections following the official opening of the Store, as well as a refund of the first tranche of fees paid to the Defendant under the Consultancy Agreement.[45] At this juncture, I pause to note that, as I discuss in greater detail at [92] below, the Claimant no longer appears to pursue several of these heads of loss.

19 The Defendant, on the other hand, counterclaims a total sum of S$101,896.36, and in the alternative a sum which the court deems fit on a *quantum meruit* basis, on the basis that it suffered loss and damage for work done under the Consultancy Agreement,[46] additional work done outside the scope of the Consultancy Agreement or due to inaccurate information provided by the Claimant,[47] and work done under accelerated timelines insisted upon by the Claimant (collectively referred to as "work completed").[48] This is hereinafter referred to as the "Counterclaim".

20 In response to the Claimant's case on expediency, the Defendant says that it was never in delay – it delivered designs ahead of schedule prior to the Landlord's rejection of them, and even after the Landlord rejected them,

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44 SOC at para 25. COS at para 12. CCS at para 47.

45 SOC at para 25.

46 D&CC at paras 33–42, 92–97 and 104–106.

47 D&CC at paras 43–49, 65–66, 98–103 and 107–111.

48 D&CC at paras 109–111.

completed the redesign well within the agreed timeline.[49] As for the alleged porosity requirement, the Defendant says that its designs complied with everything actually communicated to it, that "porosity" has no recognised meaning in interior design and does not appear in the Fit-Out Guide, and that the rejection was caused by entirely new requirements introduced only at the 4 April 2024 meeting, severing any causal link to the alleged breaches.[50] Finally, the Defendant denies that there was any wrongful termination, as its termination notices did not breach Clause 3.5.1 of the Consultancy Agreement.[51]

21 Several contentions of fact are in dispute between the parties and are material to their respective cases and submissions. There is, first, a dispute as to when and how the Defendant came to know that the Claimant was considering Cineleisure as a possible location for the Store. The Defendant claims that it only became aware of this after the Consultancy Agreement had been signed, when the Claimant informed the Defendant that it was intending to lease a retail unit at Cineleisure instead of GR.iD.[52] The Claimant, on the other hand, claims that during the pre-contractual consultations – before it had decided between a unit at GR.iD and a unit at Cineleisure – it had brought the Defendant's representatives on visits to *both* locations for their input on each unit's suitability.[53] The Defendant does not dispute that these visits took place, but maintains that it did not know at the time that Cineleisure was also being considered as an option, that the visits occurred on the same day as the signing

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49 D&CC at paras 32–49, 63, 68 and 73. Defendant's Closing Submissions dated 19 March 2026 ("DCS") at paras 17–18, 22 and 28–29.

50 D&CC at paras 51–52, 61, 66 and 72. Defendant's Opening Statement dated 29 January 2026 ("DOS") at paras 20–21. DCS at paras 41–45.

51 D&CC at para 77. DOS at paras 29–30. DCS at paras 49–51.

52 D&CC at paras 19, 21 and 25.

53 SOC at para 7.

of the Consultancy Agreement, and that the agreement itself identified the Store's original location as GR.iD. The Defendant also notes that, following those visits, Mr Soh expressed the view that the Cineleisure unit had certain drawbacks.[54]

22 The parties are also in dispute over what the agreed timeline (if any) was for the Defendant to complete the design works. The Claimant contends that the reason for the Claimant's purported deadline is that the Rent-Free Fitting Out Period was to end on 31 May 2024.[55] The Claimant says that the fitting out works were to be completed before 1 June 2024,[56] so that the Claimant could commence business on that date – to avoid incurring rent while fit-out works were still ongoing, to commence commercial operations immediately after the end of the Rent-Free Period, and because June, July and August are key retail months for capturing sales revenue.[57] The Claimant thus claims that it had emphasised to the Defendant throughout the engagement and consultation period that the works needed to be completed by 1 June 2024, and hence time was of the essence[58] and further, that there were express and implied obligations on the Defendant to act expediently and in accordance with a strict timeline.[59] The Defendant contests these contentions, and claims that it never committed or agreed that the Store would be ready by any specific date, whether through an express term in the Consultancy Agreement or otherwise.[60] The Defendant's

54 D&CC at para 19.

55 SOC at para 10.

56 SOC at para 10.

57 BZDS AEIC at para 12. ABG AEIC at para 23. Transcript dated 3 February 2026 at p 27, ln 1–18.

58 SOC at para 11.

59 SOC at para 11.

60 D&CC at paras 25 and 28.

position is instead that the indicative completion date was the third week of June 2024, and that even then the Defendant had made clear that such a timeframe was tight and could only be achieved if construction work was carried out concurrently with the design process and approvals, rather than sequentially.[61]

23 On the question of when the alleged June deadline was communicated, the Claimant alleges that it communicated the 1 June 2024 deadline "to Ivan, Sarah, and Sheila of the Defendant on multiple occasions", including at the first physical consultation on 29 January 2024 and at a second meeting taking place after the Consultancy Agreement was entered into.[62]

24 Finally, the Defendant says that it had proposed the idea of conducting concurrent construction works alongside the design works to speed up the timeline, and in this regard notes that the Landlord issued its permit for the commencement of electrical works on 5 April 2024, such that construction could in principle have commenced at that point. However, the Defendant says that the Claimant's contractor, Trident, refused to proceed with any construction work even after the permit was issued.[63] The Defendant contends that this refusal undermined the premise on which the indicative completion date was said to be achievable.[64] The Defendant also argues more broadly that completion was not fully within its control such that it would not have agreed to a fixed completion date for the fit-out works.[65]

61 D&CC at paras 25(c)–25(e).

62 BZDS AEIC at para 13. Transcript dated 3 February 2026 at p 27, ln 19–p 28, ln 26.

63 D&CC at para 25(f).

64 D&CC at para 25(f).

65 D&CC at para 28(b).

25 As a final point of observation before I turn to the issues to be determined in this case, the Defendant, in its closing submissions, distils the issues central to the Claimant's claim as the "Rejection Issue" and "Delay Issue", referring respectively to the design rejections and delays in the timeline alleged to have been caused by the Defendant.[66] The Claimant accordingly adopted the Defendant's categorisation in its reply closing submissions.[67] These issues can, however, be distilled into, and broadly correspond to, the Porosity Issue and the Expediency Issue respectively (see [16] above).

Issues to be determined

26 Based on the parties' pleadings, the list of issues and closing submissions, the following issues arise for my determination:

(a) Whether the requirements of porosity and expediency were terms of the Consultancy Agreement, whether expressly or by implication, including any implied duty of skill and due diligence, and if so, whether the Defendant breached those obligations;

(b) Assuming the issue at (a) above is determined in the Claimant's favour, whether the Claimant is entitled to damages;

(c) Whether the Defendant wrongfully terminated the Consultancy Agreement, and if so, whether the Claimant is entitled to damages arising from the wrongful termination of the Consultancy Agreement; and

66 DCS at para 2.

67 CRCS at paras 7 and 21–22.

(d) With regard to the Counterclaim, whether the Claimant is liable to compensate the Defendant for the work completed in connection with the Consultancy Agreement prior to the termination of the said agreement.

The Claim

27 I begin with the preliminary observation that the Expediency Issue and the Porosity Issue are not entirely discrete issues and thus, should not be considered in silos, isolated from one another. In its opening statement and submissions, the Claimant does not appear to clearly delineate the two alleged breaches and at times refers to them in the collective as "breaches".[68] Further, when enumerating the alleged breaches of the porosity requirement, the Claimant states in the same breath that "despite the clear requirements stated at the important 7 March [m]eeting, the Defendant thereafter caused *an inordinate delay* in providing the designs which they were required to do under the Consultancy Agreement and produced designs which blatantly failed to comply with the Landlord's requirements" [emphasis added].[69] There appears to be a conflation of the obligations pertaining to porosity and expediency respectively. To construe the Claimant's case at its highest, I therefore consider additionally whether any breach on the part of the Defendant in respect of the Porosity Issue, in allegedly causing delays, may have also given rise to a breach of the Defendant's obligations in respect of the Expediency Issue (see [63]–[68] below).

28 Against that backdrop, I turn to first consider the Porosity Issue.

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68 COS at paras 6 and 12. CCS at paras 24, 40 and 99(e).

69 COS at para 11.

The Porosity Issue

29 It is necessary to first examine what is meant or understood by "porosity" in the context of this dispute, and the parties differ in their positions on this. Mr De Souza and Ms Angkodjojo, as representatives of the Claimant, respectively characterise porosity as meaning "to allow visibility from outside the unit into the mall interior and vice versa", and "that people walking past must be able to see through into the [Store]".[70] The Claimant's position is, however, inconsistent: its opening statement describes a "porous" design requirement as meaning that "adjacent stores had to be visible from within the [Store] and maintaining an open concept with a maximum height of 2.1m as indicated in the [Fit-Out Guide]" [71] – a materially different formulation. The Defendant, for its part, does not advance a competing definition, but contends that "porous" is not a term of art and does not bear a specific meaning as the Claimant contends for.[72]

30 The Claimant contends that the Defendant wilfully disregarded the porosity requirement imposed by the Landlord and which formed part of the Consultancy Agreement, with such requirement being expressly communicated at a meeting on 7 March 2024 and reiterated on multiple subsequent occasions.[73] The Claimant submits that their case is supported by the evidence of two witnesses who were present at that meeting, namely Mr De Souza and Ms Angkodjojo, and corroborated by the Landlord's immediate rejection of the

[70] Transcript dated 4 February 2026 at p 66, ln 1–24. BZDS AEIC at para 27. Affidavit of Evidence-in-Chief of Monica Angkodjojo dated 11 June 2025 ("MA AEIC") at para 15.

[71] COS at para 11(b).

[72] D&CC at para 61(a).

[73] SOC at paras 13–14 and 17. COS at paras 10–11. CCS at para 17.

designs dated 26 March 2024, in which Mr Jason Koh expressly referenced "cross-visibility".[74] The Claimant further submits that the Defendant's only evidence, in contrast, comes from Mr Soh, who was not present at the meeting, and the Defendant has not offered any explanation for its failure to call Ms Koh as a witness to give her account of what transpired at the meeting.[75]

31 The Claimant submits that a breach of the porosity requirement occurred when, *inter alia*, the designs dated 26 March 2024 featured display and perimeter walls that were neither porous nor within the prescribed height limits (for example, walls with heights of 2.4m and 3m respectively), against the Fit-Out Guide's maximum of 2.1m.[76]

32 The Defendant, on the other hand, submits that its designs fully complied with all requirements actually communicated to it, and that the rejection was caused by requirements that were never disclosed to it by the Landlord. The designs dated 26 March 2024 were prepared in accordance with the Fit-Out Guide provided on 8 March 2024, and that included the 2.1m shopfront display height restriction, which the Defendant's design met comfortably at 1.5m.[77] The porosity requirement does not appear anywhere in the Fit-Out Guide, carries no specific meaning in interior design, and cannot on any ordinary reading be taken to require adjacent stores to be visible from within the Store.[78] The Claimant's own witness, Mr De Souza, conceded that neither "porosity" nor the 2.1m height restriction appears in the Fit-Out Guide, and

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74 CCS at paras 17–18 and 22–23.

75 CCS at paras 20–21 and 24–25.

76 SOC at para 17. COS at para 11. CCS at paras 17 and 28–29.

77 D&CC at para 61.

78 D&CC at para 61. DCS at para 43.

accepted that the rejection by the Landlord was in fact caused by new requirements introduced at a meeting held on 4 April 2024 with, *inter alia*, the Landlord's representatives. These new requirements were, namely, zone-specific height restrictions of 1.2m and 1.5m, cross-visibility from the atrium, and see-through fixtures at heights above 1.5m – none of which had been previously communicated to the Defendant, thus severing any causal link between the pleaded breaches and the Landlord's rejection of the designs submitted on 26 March 2024.[79] The Defendant further contends that the Claimant has not identified any legal basis for the proposition that the Defendant was obliged to produce designs which would be accepted by the building management on first submission[80] – even if such an obligation existed, it hinged upon the Claimant's prior obligation under Clause 3.4.1 of the Consultancy Agreement to first provide adequate information of its requirements to the Defendant.

33 As I mentioned at [11] and [30] above, the position of the Claimant is that porosity was a requirement of the design and it was the Defendant's obligation to produce such a design, and that it was communicated to the Defendant on several occasions. These occasions are as follows:

(a) At a meeting on 7 March 2024 between representatives of both parties and the Landlord, a representative of the Landlord, Ms Ku, conveyed that the storefront display must be porous so as to allow persons passing by outside to see through to other areas of the Cineleisure mall.[81]

79 D&CC at paras 43, 61 and 72. DCS at paras 38–40 and 42–45.

80 DOS at para 19. DCS at paras 32–34.

81 SOC at para 13. COS at para 10. Transcript dated 4 February 2026 at p 65, ln 8–13.

(b) The Landlord's Fit-Out Guide provided to the Defendant on 8 March 2024, under the fifth requirement titled "Display and Merchandising", stated that "Each tenant will maintain appropriate display of their merchandise in the storefront windows, in an organised and attractive manner, at a height not exceeding 2.1m above the finished floor level, and no closer than 250mm from the atrium and facade glazing".[82]

(c) In an email on 27 March 2024, the Landlord rejected the second Schematic Design prepared by the Defendant, including for the following reasons that "Built up to *not exceed 1.5m* and must maintain *cross visibility*", "Full height built up not approved. Fixtures above 1500mm *must remain see through to allow for cross visibility* when viewed from the atrium", and "Built up *above 1.5m not approved*" [emphasis added].[83]

34 It is not disputed by the Claimant that the Consultancy Agreement itself contains no reference to the alleged porosity requirement. However, if the requirement of porosity in the design concept for the Store is found to have been a term of the parties' agreement by virtue of any of the occasions discussed above, the Defendant's conduct from 7, 8 and 27 March 2024 respectively would fall to be examined for whether it constituted a breach of that term.

35 On a plain reading of the Fit-Out Guide, and especially the fifth requirement therein (as set out at [33(b)] above), I find that it does not contain a porosity requirement. The Fit-Out Guide makes no reference to porosity

82 SCMI AEIC at p 294. SOC at para 17(b). Transcript dated 3 February 2026 at p 48, ln 3–9.

83 SCMI AEIC at pp 488 and 493–494. SOC at para 17.

whatsoever – neither the Claimant's formulation of what it allegedly entails nor any other formulation. The height restrictions referred to in the Fit-Out Guide relate only to the *display of merchandise*, not to the design elements in issue in this case. There is plainly no express requirement envisioned by the Fit-Out Guide where the walls or built-up features of the Store's design had to maintain "cross visibility" or "porosity", be restricted to any specified height, or be see-through. None of these requirements are contained in the Fit-Out Guide.

36 The fifth requirement provided only that each tenant was to maintain *display* of merchandise "at a *height not exceeding 2.1m* above the finished floor level, and no closer than 250mm from the atrium and facade glazing" [emphasis added]. Even on its own terms, the display requirement would not have been breached – in the Defendant's design dated 26 March 2024, the merchandise display stood at 1.5m, well within the stipulated maximum of 2.1m, and it is not in dispute that the display elements were compliant. The 1.5m restriction on built-up height that the Claimant now relies upon emerged only from the Landlord's comments following its rejection of the designs on 27 March 2024, and cannot be read into the Fit-Out Guide or the Consultancy Agreement as a contractual obligation on the part of the Defendant existing at the material time *prior* to the Landlord's rejection, nor indeed as I elaborate at [38] below, at all.

37 As for whether the porosity requirement was communicated at the 7 March 2024 meeting, the Claimant makes reference to the meeting minutes taken by the Defendant's Ms Koh as well as the evidence of Mr De Souza and Ms Angkodjojo.[84] However, Ms Koh's meeting notes make no mention of any porosity requirement – the closest possible references only state: "1. Signage

84 CCS at paras 17 and 25. SCMI AEIC at p 696, para 7. Transcript dated 3 February 2026 at p 46, ln 2–15.

extrude past boundary – Subject to approval", "4. Signage outside of railing", and "5. Build up on store railing – OK".[85] While Ms Angkodjojo and Mr De Souza gave evidence that porosity was mentioned at the meeting,[86] I am not persuaded that the porosity requirement was clearly articulated to the Defendant on this occasion or at all. First, Ms Ku was not called by the Claimant to give evidence. Second, had porosity been as crucial a requirement as the Claimant alleges, one would expect it to feature prominently in both the meeting notes and the Fit-Out Guide – yet it appears in neither. Third, when the Defendant's design was rejected by the Landlord on 27 March 2024, there was no mention by the Landlord that it had already conveyed its porosity requirement through Ms Ku at the meeting on 7 March 2024. Inconsistencies also arose between the accounts of the Claimant's own witnesses at the meeting – for example, Ms Angkodjojo confirmed both in her affidavit of evidence-in-chief and in oral evidence that Ms Ku's words at the meeting were "clearly and unequivocally communicated" and that she "remembered clearly" what was said, but her account of the words spoken differed from Mr De Souza's in ways that were not satisfactorily explained.[87] Ms Angkodjojo described the porosity requirement as one-directional visibility from outside into the Store, whereas Mr De Souza's account included the additional element of visibility "vice versa" from inside outward into the mall. When confronted with this, Ms Angkodjojo could only say that the two accounts were "both similar" and that neither was a direct quote – an explanation that does not sit comfortably with her earlier insistence that Ms Ku's instructions had been "clearly and unequivocally communicated". More tellingly, if the porosity requirement had indeed been so

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85 SCMI AEIC at p 228.

86 Transcript dated 3 February 2026 at p 70, ln 21–p 71, ln 15. Transcript dated 4 February 2026 at p 65, ln 2–13. BZDS AEIC at paras 26–27. MA AEIC at para 15.

87 Transcript dated 4 February 2026 at p 65, ln 8–p 66, ln 24. MA AEIC at para 15.

unequivocally communicated by the Landlord, it is difficult to understand why Ms Koh would have recorded other, less significant points from the meeting but made no contemporaneous note of this important requirement. Assessing the available evidence, I find that, on the balance of probabilities, the Landlord did not convey the porosity requirement to the parties at the meeting on 7 March 2024 in the manner claimed by the Claimant. At the most, Ms Ku may have said that the *storefront display* had to allow porosity – but that is not the same as the Claimant's case as to the specific porosity requirement allegedly conveyed by the Landlord (see [29] above).

38 Finally, the rejection of the Defendant's design on 27 March 2024 and the Landlord's comments appended therein would not assist the Claimant in showing that there was a porosity requirement at play that legally bound the Defendant to produce a design that met such a requirement. The fact of the design rejection by the Landlord and the reasons provided do not establish the existence of any term in the parties' agreement binding on the Defendant. Nor does it address the more fundamental difficulty that any responsibility to amend the design was more likely to have fallen on the Claimant rather than the Defendant. In addition – and this applies to all three occasions alleged by the Claimant where porosity as a requirement was allegedly expressly communicated to the Defendant (see [33] above) – at no material time did the Claimant communicate, expressly or otherwise, any intention or requirement that the Defendant was to deal directly with the Landlord or assume direct responsibility for the Landlord's requirements.

39 I also cannot discount the fact that the Landlord itself did not make clear what its porosity requirement actually entailed. After the Landlord rejected the

design on 27 March 2024, there was considerable back-and-forth discussion,[88] and it was only then that the Landlord's requirements began to crystallise with any clarity. It was also then that the Landlord's Mr Jason Koh asked the parties on two occasions to *disregard* the Fit-Out Guide entirely, as recorded contemporaneously by the Defendant in an email and WhatsApp message sent on 4 and 5 April 2024 respectively.[89] In those communications, the Defendant reiterated that it had at all times produced the design in accordance with the Claimant's and the Landlord's requirements. Those communications have not been objected to, nor controverted, by the Claimant or Landlord in any way, notwithstanding that the Defendant's email of 4 April 2024 was addressed to the Landlord. I accordingly give due weight to those communications and find that the Landlord did, following the submission of the Defendant's design and the Landlord's rejection of it on 27 March 2024, ask the parties to thereafter disregard the Fit-Out Guide. That finding is material, as the Defendant cannot be faulted for any delay up to 27 March 2024 when it produced a design in accordance with the Landlord's Fit-Out Guide previously provided to it, which contained no porosity requirement or restriction, and which the Landlord subsequently asked parties to ignore.

40 At this juncture, I note that the Claimant further complained that the Defendant's redesign delivered on 12 April 2024 was a merely superficial adjustment. The Claimant contended that the redesign principally involved a reduction in wall height to 1.5m and failed to address the overall aesthetic and porosity concerns raised at the 4 April 2024 meeting. The Claimant further

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88 D&CC at paras 44–48. SCMI AEIC at paras 90–91.

89 DCS at para 21. WhatsApp message from Mr Soh dated 5 April 2024 (SCMI AEIC at pp 308–309). Email from Defendant to Landlord dated 4 April 2024 (SCMI AEIC at pp 539–547).

alleged that the redesign placed display and demonstration shelves at floor level in the "Build a Board" section of the Store, in a manner that would require customers to bend down significantly to view or interact with products displayed. This allegedly affected more than half of the Store layout.[90] It may well be that this complaint is of some tangential relevance to the complaints on porosity and expediency. However, I need not dwell on this complaint at length – it was not maintained as a distinct issue in either the Claimant's statement of claim or its closing and reply closing submissions, and the Claimant's case ultimately rests on the alleged breaches of the expediency and porosity obligations under the Consultancy Agreement. Accordingly, I say no more about this complaint.

41 Reverting to my analysis, having concluded that the porosity requirement was not an express term of the Consultancy Agreement, the next question is whether it can be given effect to as an implied term. For the reasons that follow, even if the Claimant relies on an implied term to the effect that the Defendant was to perform the works in accordance with the Landlord's requirements, and assuming there is a basis to imply such a term, I am not persuaded that there was any breach.

42 The Claimant asserts that the reason it chose to employ the Defendant's services was because of its previous work for "Mecha", a concept store said to be similar in nature to the Claimant's intended retail store,[91] and that this prior work was "proof that they could execute a project in a timely way".[92] This assertion, however, does not lend support to the Claimant's claim – differences

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90 MA AEIC at para 23. Transcript dated 4 February 2026 at p 80, ln 5–p 82, ln 28.

91 SOC at para 5.

92 Transcript dated 11 February 2026 at p 8, ln 20.

between the Mecha store and the Store render the comparison impractical, and every store and design turns on its own differences. In any event, there was no evidence before me as to what exactly the design of the Mecha store entailed or what that store even looked like. This is so especially because the Mecha store was not based in a shopping mall.[93] Even if the Claimant's assertion is accepted, that does not mean it was to be *implied* into the Consultancy Agreement that the Defendant had to adopt that same type of design for the Claimant's interior design. It is trite that contractual terms are to be implied only if there is a true gap in the agreement, and assuming that such a gap exists, that it arose because the parties did not contemplate it, and the "business efficacy" and "officious bystander" tests are met (*Sembcorp Marine Ltd v PPL Holdings Pte Ltd* [2013] 4 SLR 193 ("*Sembcorp Marine*") at [101]). I am not satisfied here that it is necessary in the business or commercial sense to imply a contractual term that the Defendant's design had to meet a requirement of porosity in order to give the Consultancy Agreement efficacy, nor would the parties have responded "Oh, of course!" if presented with the term at the time of contracting. Indeed, the Claimant's own case undermines this conclusion: the Claimant has repeatedly emphasised that on numerous occasions, Mr Soh responded with indifference or outright disregard to the alleged porosity requirement and sought to override the Landlord's instructions – such conduct is wholly inconsistent with the suggestion that *both* parties would, if they had thought about it prior to the Consultancy Agreement being entered into, have regarded the porosity requirement of the design as an obligation and an obvious and necessary incident of their agreement.

93 Transcript dated 12 February 2026 at p 44, ln 3–15.

43 In order to establish that the Defendant's first submission of the Schematic Design on 26 March 2024 – much less any of the other acts mentioned at [33] above – amounted to a breach of contract, the Claimant must cross the threshold of proving that the porosity requirement had become a contractual term, whether expressly or by implication, *before that date*, but it has failed to do so. Therefore, because such a term had not – and indeed, on my findings set out above, never – formed part of the parties' agreement at any point in time, it is unnecessary to turn to the question of whether there was even a breach. Nonetheless, I make a few points on this issue for completeness.

44 The Claimant submits that it was a breach of the porosity requirement when on 26 March 2024, the Defendant presented a design that "blatantly violated express requirements of the [Fit-Out Guide]", which led to the Landlord "categorically reject[ing]" that design on 27 March 2024.[94] The design is alleged to have breached the said requirement in the following ways:

(a) the carpentry and retail elements of the designs "exceeded the [Fit-Out Guide]'s limits by an overwhelming amount";[95]

(b) the designs featured display walls and perimeter walls that "were not porous and which had heights of 2.4m and 3m respectively";[96] and

(c) Ivan had on "numerous occasions" responded "without any care to this requirement".[97]

94 SOC at para 17. See also CCS at paras 20–24.

95 SOC at para 17(a).

96 SOC at para 17(b).

97 SOC at para 17(c).

The Claimant further submits that after the Landlord's rejection of the 26 March design on 27 March 2024, there was "no response or any proactive action from the Defendant", and that this constituted a further breach of the porosity requirement.[98] The Claimant also submits that the Defendant's re-design produced on 12 April 2024 was a "slipshod and unprofessional adjustment of the earlier rejected [d]esigns" and merely lowered the Store's display to 1.5m, and that this too constituted a breach of the porosity requirement.[99]

45 In my judgment, the Claimant has not produced sufficient evidence to establish that this requirement was breached in any of the ways alleged. I have already found that the Claimant has not discharged its burden of proof in establishing that the porosity requirement existed prior to the submission of the first design on 26 March 2024 (see [43] above), and even taking the earliest possible date on which the porosity requirement could have come into play (*ie*, the Landlord's rejection of the design on 27 March 2024) the Defendant did not commit a breach by way of failure to respond or take proactive action, nor was it slipshod in producing the designs. The evidence does not bear out the suggestion that after 27 March 2024, the Defendant sat on its hands or produced a further design that failed to comply with that porosity requirement. Rather, the evidence shows that Mr Soh and others remained actively engaging the Claimant with questions about the design, and that design work was clearly being progressed. This included Mr Soh meeting Ms Angkodjojo on 27 March 2024 to discuss the next steps, an email sent to the Claimant with two façade options on 28 March, and proposed weekly site meetings from 4 April 2024

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98 SOC at para 19.

99 SOC at para 20.

onwards.[100] Again, it bears repeating that at no material point did the Claimant communicate, expressly or otherwise, any intention that the Defendant should liaise directly with the Landlord or take on direct responsibility for satisfying the Landlord's requirements.

46 For the foregoing reasons, even if the Claimant can cross the hurdle of establishing the existence of such a term in the first place, the Claimant has in my view failed to discharge its legal burden of proving that the Defendant was in breach of any porosity requirement in the preparation and submission of the Defendant's design.

The Expediency Issue

47 As with the preceding issue, the court must first determine whether the alleged obligation formed part of the Consultancy Agreement before any question of breach can arise. I therefore turn to examine whether expediency, in the sense contended for by the Claimant, was a term of the Consultancy Agreement, whether expressly or by implication.

48 The Claimant submits, in this regard, that the Defendant caused significant and inexcusable delays throughout the project at a time when both parties knew that time was of the essence and the Store had to open by 1 June 2024. As I have summarised above, the Claimant contends that this urgency was expressly communicated to the Defendant on multiple occasions and that the Defendant unequivocally committed to the timeline. In addition, the Consultancy Agreement itself reflects this through Clause 6.1 (that time is of the essence) and Clause 3.4.3 (requiring prompt responses so as not to delay the

[100] SCMI AEIC at paras 86–87 and 89–92.

designer's work). The Claimant further relies on implied terms that the Defendant would perform its obligations expeditiously and respond promptly to documents and queries.[101]

49 The Defendant disagrees that it has caused any delay. In the period before the Landlord rejected the design on 27 March 2024, the Defendant delivered the Concept Design on 5 March 2024 and the second Schematic Design on 22 March 2024, ahead of the agreed date of 25 March 2024, with Mr De Souza himself accepting at trial that the Defendant worked diligently throughout and was not in delay when it submitted the second Schematic Design.[102] In the post-rejection period, it was the Defendant that proposed the 5 April 2024 meeting at which three redesign options were discussed and a timeline of 1.5 to 2 weeks was agreed, and the Defendant completed the redesign within two working days and presented a compliant design report on 11 April 2024, well within the agreed timeline.[103]

50 The Defendant further says that neither Clause 6.1 nor Clause 3.4.3 imposes a fixed completion deadline on the Defendant's part, and the implication of a term on expediency is foreclosed by Mr De Souza's concession that the Claimant deliberately chose not to negotiate a deadline into the Consultancy Agreement.[104]

51 As far as express terms are concerned, nothing in the Consultancy Agreement prescribes any specific timeline for the design works to be

101 COS at paras 8–9.

102 D&CC at paras 35–41. DCS at paras 28–29.

103 D&CC at para 47. DCS at para 18.

104 DCS at para 10.

completed by the Defendant, much less any obligation on the Defendant's part to be timely or expedient in doing so. The Claimant has not directed the court's attention to any specific provision of the Consultancy Agreement on which it anchors its supposed express term.

(1) Analysis

52 The specific clauses relied on by the Claimant are Clauses 3.4.3 and 6.1 (see [8(c)] and [8(e)] above).[105] However, on a plain reading of these clauses, neither assists the Claimant. Clause 6.1 provides that wherever time is mentioned in the Consultancy Agreement, time is of the essence – the corollary of this must be that where the contract is silent on time (*ie*, time is not mentioned), then time will *not* be of the essence. As for Clause 3.4.3, the obligation is directed at "the Client" – that is, the *Claimant*, not the Defendant – and imposes upon the *Claimant* an obligation to give decisions promptly "so as not to delay the Interior Designer's work". The obligation under this clause thus runs in completely the opposite direction to what the Claimant contends, and if the Claimant's own delays cause delay to the Defendant's work, it cannot then seek to lay that at the Defendant's door. Thus, the Claimant's attempts to rely on these clauses in the Consultancy Agreement to impose an obligation of expediency on the *Defendant* miss the mark and essentially seek to force a square peg into a round hole – both clauses say nothing about *when* the Defendant was to produce the designs, or that time was of the essence for the fit-out works and that such works had to be completed for the Store to open on or by 1 June 2024.

[105] SOC at para 11.

53 While not specifically pleaded by the Claimant, I note for completeness that Clause 3.3.1 of the Consultancy Agreement could potentially have been of some relevance (see [8(b)] above). However, it does no more than impose an obligation on the Defendant to exercise reasonable skill and diligence in obtaining estimates of cost and time on a timely basis, while expressly providing that the Defendant shall not be liable for any inaccuracies in such estimates. It does not impose any obligation as to when the design works themselves are to be completed, nor require the Defendant to produce and/or complete the design work expediently. It follows that there is no express term in the Consultancy Agreement providing for expediency on the Defendant's part of the nature the Claimant contends for.

54 Before I turn to the question of implied terms, it has not escaped my attention that the Claimant's own pleadings reveal a pattern of inconsistency as to when the Store was to open, which weakens its case on the Expediency Issue. The statement of claim refers to "1 June 2024" as the putative deadline,[106] whereas at trial this shifted to "early June".[107] Yet, the Claimant's own internal documents contemplated the "3RD WEEK JUN 2024" as the start date of operations, which Mr De Souza confirmed "accurately reflect[ed] the move-in date discussed by parties".[108] The evidence of the Claimant's witnesses at trial likewise exhibited uncertainty as to what precise deadline, if any, had been communicated to the Defendant, by which time the Defendant was obliged to have completed the design works in order to accommodate the opening of the

106 SOC at para 11.

107 Transcript dated 4 February 2026 at p 51, ln 21–28.

108 SCMI AEIC at p 126. Transcript dated 3 February 2026 at p 45, ln 14–22.

Store – for example, during cross-examination, this was the evidence given by Ms Angkodjojo:[109]

> Q Okay. And this site visit, it was the one where the defendant visited both the sites at GR.iD and Cineleisure, correct?
>
> A Correct.
>
> Q And you were there at the site visits.
>
> A I was.
>
> Q And so you say that it was communicated during this site visit.
>
> A Yes.
>
> Q Was it communicated and---well, before we go there, by "critical timeline", I suppose you are referring to 1st June 2024.
>
> A I cannot say for certain the exact date, but the June period timeline was communicated, yes.
>
> Q June period timeline.
>
> A So---
>
> Q So not 1st June 2024.
>
> A It might not have been exactly 1st June 2024.
>
> Q And okay.
>
> Court: So hang on. I---I just want to understand this. So at this site meeting or site visit on the 22nd of February, according to your recollection, you said that you were present. What was said to Mr Soh in terms of the claimant's expectations as to when the work was to be completed?
>
> Witness: It was expressed and communicated that the work and the op---business operation shu---operations should commence in June 2024 to capture the holiday period and the GSS.
>
> Court: But you didn't say, "We want to open on 1st June."
>
> Witness: I cannot recall if 1st June or---
>
> Court: Because if you say June, then the store can open on the 20th of June---

109 Transcript dated 4 February 2026 at p 51, ln 14–p 53, ln 18.

> Witness: I understand, yes.
>
> Court: ---for example.
>
> Witness: Yes, correct.
>
> Court: Right?
>
> Witness: Yah. I---
>
> Court: Was Mr Soh told that, "We need to open on 1st June so that we can capture June and Great Singapore Sale, the wave"?
>
> Witness: It was said to Mr Soh before. I just cannot confirm if it was on that day, but---

55 Likewise, Mr De Souza stated that he was unable to recall whether the 1 June 2024 date was mentioned at the first meeting, and while he believed it was raised at the second meeting, could not recall this with certainty either.[110] He was further unable to recall the precise dates of the meetings:[111]

> Q Okay. And you say: "So the team's meeting - first meeting with the defendant - was a physical consultation." That would be correct.
>
> A Yes, correct.
>
> Q And was this timeline of 1st June 2024 mentioned at this first meeting?
>
> A I don't recall.
>
> Q You don't recall. Now, let's look at the second meeting. You say: "The second meeting took place after the claimant had paid a deposit and confirmed the engagement by signing the consultancy agreement." So you are saying that the second meeting took place after 22nd February?
>
> A Correct, I believe the day after we agreed on Cineleisure.
>
> Q And was this date of 1st June 2024 mentioned at this second meeting?
>
> A To the best of my recollection, yes.

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110 Transcript dated 3 February 2026 at p 28, ln 26–p 29, ln 7.

111 Transcript dated 3 February 2026 at p 28, ln 13–p 29, ln 7, p 32, ln 2–12 and p 34, ln 19–22.

Q "To the best of your recollection, yes." So do you---

A Because a lot of this was verbal. You know, I don't really remember exactly what was said 2 years ago.

Q So you don't remember exactly.

A The thing is, once we verbally confirmed the Cineleisure project with PI, we knew from the mall that, you know, what the Fitout(?) period was going to be, what the rent-free period was going to be. And then based on that---

Q Well, Mr De Souza, I don't think you're anywhere close to answering my question. My question is that: Is it your evidence that you do not recall whether the 1st June 2024 date was mentioned at this second meeting?

A I don't recall. I'm so sorry. So long ago.

Q So the answer is you don't recall.

A Yah.

…

A You know, to be very honest with you, I don't have the recollection of exactly how many meetings there were, but I think we can refer to the WhatsApp chat for the truth.

Q Okay, so you don't remember?

A No, it's 2 years ago. I don't remember how many times I've met Ari.

Q So you also cannot tell us whether this second---when this second meeting took place.

A I mean, it's written down here, right? I mean, what's---what's the point?

Q So what is written is that it took place after 22nd February 2020. Your answer is that you can no longer remember whether it took place after February---

A Sorry, I really can't remember.

…

Q At the 19th February 2024 meeting, did you or did you not tell Mr Soh or the defendant that two locations were being considered?

A I'm going to be honest with you, I do not remember what I said on that day 2 years ago. But you know, I think we have the written evidence for everything.

56 This vacillation raises concerns over the credibility of the Claimant's shifting case and reveals an underlying lack of clarity by the Claimant as to what expectations or "terms" had in fact been communicated to the Defendant. In the circumstances, there is no basis for the court to hold the Defendant legally responsible, when its alleged failure to comply with instructions expeditiously or at all was the result of the Consultancy Agreement being silent on what exactly the Defendant's obligations were in terms of expediency compounded by instructions or expectations not being properly or clearly conveyed by the Claimant to the Defendant in the first place.

57 Having concluded that there are no express terms in the Consultancy Agreement pertaining to expediency on the Defendant's part as pleaded by the Claimant, I turn to the Claimant's alternative submission that a term as to expediency ought to be implied into the parties' agreement. I disagree that any such term should be implied, for the following reasons.

58 First, the Claimant contends on the one hand that the requirement of expediency was "critical" and had been conveyed to the Defendant on numerous occasions[112] – yet, in the same breath, the Claimant submits that the term ought to be implied into the Consultancy Agreement because there is a gap in the contract.[113] I find it difficult to accept this submission. If such a requirement was truly critical and front of mind for both parties – as the Claimant effectively says it was – the fact that it did not find its way into the Consultancy Agreement does not mean that there is a gap. For the court to imply a term in fact, the gap (if it does exist) almost always arises because *neither party* gave *any* thought to it.

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[112] SOC at para 13. MA AEIC at para 12. BZDS AEIC at para 13. Transcript dated 11 February 2026 at p 31, ln 6–9.

[113] CCS at paras 69–71.

But that is not the Claimant's case here. The fact that the alleged term was not specified in the Consultancy Agreement, despite the Claimant having allegedly made its criticality known to the Defendant, could equally reflect the Defendant's refusal to agree to such a term (see *Sembcorp Marine* at [94(c)]) – which is indeed the Defendant's position. In my view, there is accordingly no true gap in the Consultancy Agreement that requires plugging by way of implication of terms.

59 In any event, even if there were such a gap, I am not satisfied that the remaining stringent requirements for implying a term as set out in *Sembcorp Marine* (see [42] above) are met. At the second step of the *Sembcorp Marine* test, the court considers whether it is necessary in the business or commercial sense to imply the term in order to give the Consultancy Agreement efficacy. In my view, it is not. The Consultancy Agreement is a workable and coherent contract even without any implied term of expediency – it sets out the scope of the Defendant's design obligations, the fees payable, and the respective responsibilities of the parties. The absence of a timeline for completion does not render the contract unworkable or commercially absurd – it simply could reasonably mean that the Defendant was obliged to complete the design works within a reasonable time, as is the default position at common law (see *Liu Shu Ming v Koh Chew Chee* [2023] 1 SLR 1477 at [83]). There is no need to go further and imply a term that the works must be completed by a specific date or in a manner that would allow the Store to open by 1 June 2024 or early June 2024.

60 The third step of the test as laid out in *Sembcorp Marine* is whether the proposed term is one to which the parties would have responded "Oh, of course!" if it had been suggested to them at the time of contracting. Again, I am not satisfied that this threshold is met. The evidence before me does not

establish any shared understanding between the parties that the design works had to be completed by any particular date which they omitted to state in the contract. On the contrary, as I have noted above, the Claimant's own case has shifted considerably as to what that date was, which itself suggests that no clear or agreed deadline was ever communicated to or accepted by the Defendant. The implication of a term in fact requires an objective assessment that the term is so obvious that it goes without saying, but that standard is far from being met on these facts.

61 I therefore conclude that there is no basis to imply any term into the Consultancy Agreement imposing an obligation of expediency as pleaded by the Claimant on the part of the Defendant. As such, and having found that there is no expediency requirement in the Consultancy Agreement, whether express or implied, it is also strictly unnecessary for me to consider whether the Defendant was in breach of any such requirement. Nevertheless, I address the issue briefly for completeness.

62 The Claimant's case is that the Defendant committed the following breaches of the expediency requirement:

(a) The Defendant caused "[severe]" delays to the fitting out works due to their various breaches of the Consultancy Agreement;[114] and

(b) The Defendant completely failed to communicate with the Landlord between 8 and 26 March 2024,[115] refused to provide draft designs, resulting in three-dimensional renderings being

[114] SOC at para 24.

[115] CCS at paras 26 and 30.

provided only on 20 March 2024,[116] and produced further non-compliant designs following the rejection of the 26 March designs,[117] causing the opening of the Store to be delayed until August 2024.[118] In particular, the Defendant "completely ignored and disregarded" "critical" emails sent by the Landlord on 8 March 2024 which had contained "queries and multiple requests for documents which the Defendant was required to provide to the Landlord".[119] The Claimant further says that this resulted in the contractor having to step in.[120]

63 Further underpinning the Claimant's case on breach is the suggestion that the Defendant's non-compliance with the porosity requirement – as, in particular, found by the Landlord when it rejected the designs on 27 March 2024 – was a source of delay feeding into the alleged breach of the expediency obligation.

64 Having heard the parties' submissions and considered the evidence before me, I am not persuaded that the Claimant's account of events accurately reflects what transpired. The characterisation of the period from 8 to 26 March 2024 as one of "radio silence" is, firstly, not borne out by the evidence – the Claimant has itself admitted that the Defendant did communicate with the Claimant during that period.[121] The Claimant's contention is only that the

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116 SOC at para 18.

117 CCS at paras 38–40.

118 CCS at para 47.

119 SOC at paras 15–16.

120 MA AEIC at paras 16–18. Transcript dated 4 February 2026 at p 66, ln 30–p 67, ln 1.

121 Transcript dated 4 February 2026 at p 67, ln 8–24.

Defendant had not responded to the Landlord's email dated 8 March 2024.[122] In my view, evidence that the Defendant was actively working on the design works during that period suffices to show that the Defendant did not act in breach of any expediency obligation. Moreover, the Defendant's failure to respond directly to the Landlord's email cannot be characterised as a breach if there was no contractual obligation on the Defendant to take up direct communications with the Landlord in the first place. As I have mentioned above, the Claimant did not convey to the Defendant clearly (or at all) its requirement or expectation that the Defendant was to engage directly with the Landlord.

65 Nor am I satisfied that any delays to the Claimant's intended timeline were attributable to the Defendant. The Defendant received the Fit-Out Guide from the Landlord on 8 March 2024, and the period between 8 and 26 March 2024 (the latter being the date on which the Defendant sent its design) spans only 13 working days. The Claimant makes much of this 13-day period, suggesting that the Defendant was unresponsive and failed to revert to the Landlord during this time (see [12] and [62(b)] above). However, during that time, the Defendant was contending with four different floor plans, the last of which – furnished by the Landlord on 8 March 2024 – was itself inaccurate and required the Defendant to take its own measurements and make corrections.[123] These contentions were not disputed or challenged by the Claimant. Notwithstanding these difficulties, the Defendant presented the first Schematic Design to the Claimant within five working days, on 15 March 2024, and the second Schematic Design on 25 March 2024[124] – and this fact is also not disputed by the Claimant.

122 Transcript dated 4 February 2026 at p 67, ln 8–24.

123 D&CC at para 35.

124 D&CC at paras 38 and 41.

66 Furthermore, whatever the position may have been prior to 5 April 2024, it appears that the parties met on that date to thrash out various issues and agreed thereafter to draw a line under whatever disagreements or misunderstandings had arisen, and to move forward. It is not seriously disputed that at the 5 April 2024 meeting, the Claimant agreed to give the Defendant approximately 1.5 to 2 weeks to produce a revised design that would meet the Landlord's requirements, meaning the Defendant had until around 19 April 2024 to do so.[125] I note that on 11 or 12 April 2024, Ms Angkodjojo sent an email alleging that the Defendant's negligence had caused delays, to which Mr Soh sent a detailed response setting out his position, and to which there was no reply from the Claimant.[126]

67 In my view, the evidence does not demonstrate this to be a case where the Defendant simply sat on its hands and failed to do any work whatsoever. On the contrary, I am satisfied that on the evidence before me, the Defendant undertook its best efforts to be expedient within reason. Accordingly, it cannot be said that the Defendant breached any requirement of expediency even if it was a term of the Consultancy Agreement.

68 I would add, for completeness, that my conclusions on the Expediency Issue are consistent with my earlier findings and conclusions on the Porosity Issue. As I noted at [27] above, the Porosity Issue was addressed first because any failure to meet the alleged porosity design obligation could in principle have contributed to a breach of the alleged expediency obligation. However, given that no porosity design obligation has been established, and that even on the

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125 SCMI AEIC at pp 121 and 569–570. Transcript dated 4 February 2026 at p 69, ln 4–23.

126 Transcript dated 4 February 2026 at p 68, ln 13–p 69, ln 1.

assumption that such an obligation existed the Claimant has not proven a breach of it, there is no basis on which any alleged non-compliance with a porosity design obligation can be said to have caused or contributed to the delays the Claimant now relies upon in support of the Expediency Issue.

69 For the reasons above, I find that there is no term, express or implied, in the Consultancy Agreement that the Defendant was obliged to provide the designs expeditiously or within any specified deadline, or by a deadline that would allow the Claimant to open and operate the Store by 1 June 2024 or early June 2024.

The Wrongful Termination Issue

70 The Claimant contends that the Defendant, in retaliation for the Claimant's objections to the Defendant's breaches of the Consultancy Agreement, purported to terminate the Consultancy Agreement with immediate effect via communications from Mr Soh dated 15 April 2024, as reproduced at [13]–[14] above. The Claimant further contends that such purported termination was in breach of Clause 3.5.1 of the Consultancy Agreement, which requires one week's written notice before the agreement is terminated. The Claimant argues that Mr Soh's communications constituted a wrongful termination giving rise to a further and/or alternative basis for its claim in damages.[127]

71 The Defendant denies that it wrongfully terminated the Consultancy Agreement, contending that the termination was effected in accordance with Clause 3.5.1. Alternatively, the Defendant contends that any damages arising from such termination are limited to one week's notice from 15 April 2024, and

[127] SOC at para 23.

further asserts that the Claimant has not elected to treat the Consultancy Agreement as terminated.[128]

72 It is necessary to examine more closely the two communications by which the Defendant purported to effect the termination. To recapitulate, these are the WhatsApp message sent by Mr Soh on 15 April 2024 at 4.47pm, and the subsequent email also sent by Mr Soh later that same day – I shall refer to them collectively as the "Termination Notices". These have been set out at [13] and [14] above but are reproduced here again for ease of reference.

73 The Defendant's WhatsApp message reads as follows:[129]

> … noting your insistent and baseless threats of legal action. We will terminate this contract *henceforth*.
>
> We reserve the right for legal action and claims for the work done this far in this stage.
>
> We will remove ourselves from the various group chats. You may reach me via email.
>
> [emphasis added]

74 Mr Soh thereafter sent a follow-up email at 5.20pm on the same day in the following terms:[130]

> Dear Brendan,
>
> *Without Prejudice,*
>
> We would like to inform of our *henceforth* termination of the above mentioned contract as per our whatsapp group chat.
>
> Despite our team working and expediting our processes to accommodate a changing brief largely due to wrong design guidelines given to us, your team has threatened on 2 occasions with legal action.

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128 D&CC at para 77.

129 SCMI AEIC at p 121.

130 SCMI AEIC at p 692.

> I disagree with all allegations you and Monica have made to us so far.
>
> We see no goodwill shown on your end to see through this working relationship.
>
> Please also see attached our invoice for 2nd stage of our services as per Clause 1.2 (Schematic Design) of our contract. …
>
> [emphasis added]

75 The Defendant contends that the email, rather than the Defendant's WhatsApp message, constitutes the operative notice because Clause 3.5.1 of the Consultancy Agreement requires notices to be given by hand or by electronic mail, and thus, the Defendant's WhatsApp message could not have amounted to a notice under Clause 3.5.1.[131] However, in my view, it is evident from the words "as per our whatsapp group chat" that the email intended to also refer to and/or incorporate the contents of the Defendant's WhatsApp message. Accordingly, the Termination Notices are to be construed *together* as a composite communication.

76 The principal issue is not so much whether the Termination Notices effected a termination of the Consultancy Agreement. It is clear that they did – the question is when. The dispositive question is therefore whether, upon their true and objective construction, the Termination Notices operated as a notice of termination only upon one week's notice in accordance with Clause 3.5.1, or whether they instead purported to terminate the Consultancy Agreement with *immediate* effect, thereby constituting a termination in breach of Clause 3.5.1.

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131 Defendant's Reply Closing Submissions dated 9 April 2026 ("DRCS") at para 5(a).

(1) Whether there was a breach of the Consultancy Agreement by way of wrongful termination

77 In my judgment, on an objective reading of the Termination Notices, they do not convey that the Defendant was giving one week's notice in accordance with Clause 3.5.1. The use of "henceforth" in both the Defendant's WhatsApp message and the subsequent email communicated a *present* intention to terminate *immediately*, rather than an intention to terminate after the expiry of one week. The plain and ordinary meaning of "henceforth" – as confirmed by Mr Soh himself in cross-examination, where he accepted that the word means "from now on"[132] – indicates that the termination was intended to take *immediate* effect.

78 My conclusion above is reinforced by four further matters.

79 First, the surrounding conduct of the Defendant on 15 April 2024 itself is telling. In the same email in which the termination notice was conveyed, the Defendant compiled and rendered an account of all work completed up to that date;[133] this is consistent with a party closing out a relationship rather than serving notice of a future termination. Second, Mr Soh was the head of the Defendant company and had himself prepared the Consultancy Agreement for the Claimant to sign and execute.[134] Thus, Mr Soh cannot be taken to have been unaware of what Clause 3.5.1 required. Had Mr Soh intended to give one week's notice in accordance with that clause, he could easily have stated so in the Termination Notices – but he did not. Third, Clause 3.5.2 of the Consultancy Agreement describes any notice given pursuant to Clause 3.5.1 as a "declaration

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132 Transcript dated 11 February 2026 at p 49, ln 5–15.

133 SCMI AEIC at p 691.

134 SCMI AEIC at paras 20–21.

of *intent* to terminate" [emphasis added][135] *ie*, language which connotes an element of futurity that is conspicuously absent from the Termination Notices. Fourth, no further communication was sent after the expiry of seven days confirming that the termination had come into effect. If the Defendant truly intended the termination to take effect only after the contractual notice period of one week had expired, one would have expected a further communication upon the expiry of the notice period – but there was none. What followed instead was an exchange of lawyers' letters and the commencement of proceedings shortly thereafter – on 24 April 2024, the Claimant's solicitors wrote to the Defendant alleging breaches on the Defendant's part, to which the Defendant's solicitors responded on 3 May 2024 refuting the Claimant's allegations and advancing counterclaims.[136]

80 Taken together, the objective language of the Termination Notices, Mr Soh's evidence in cross-examination as to his understanding of the meaning of "henceforth", the surrounding conduct of the Defendant on 15 April, Mr Soh's knowledge of the contractual requirements of Clause 3.5.1, and the absence of any follow-up communication after 15 April 2024 all point in the same direction – the Termination Notices operated as an immediate termination of the Consultancy Agreement, and not upon one week's notice as required under Clause 3.5.1.

81 For completeness, I would add that even if the Defendant's WhatsApp message were to be disregarded and the analysis confined to the Defendant's email alone, for the reasons given above, my conclusion would be no different. Thus, I find that the purported termination of the Consultancy Agreement by the

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135 SCMI AEIC at p 93.

136 SCMI AEIC at pp 695–699 and 701–707.

Defendant on 15 April 2024 was effected without the requisite notice under Clause 3.5.1 being given and accordingly, constituted a breach of the Consultancy Agreement by the Defendant.

82 As a final point, I note that when questioned at trial about his use of the phrase "Without Prejudice" in his 15 April email, Mr Soh explained that he had included the phrase on the advice of a family member with legal training, who had advised him to "put it to be safe".[137] That, however, does not assist the Defendant – it is trite that the mere use of the phrase "without prejudice" does not, by itself, cloak a communication with privilege (*Leong Quee Ching Karen v Lim Soon Huat* [2024] 3 SLR 1049 at [29], citing *Swee Wan Enterprises Pte Ltd v Yak Thye Peng* [2017] SGHC 313). Without prejudice privilege applies only where the communication forms part of a genuine attempt at negotiation or settlement, the underlying rationale being the public policy of encouraging parties to settle their disputes without resort to litigation (*Mariwu Industrial Co (S) Pte Ltd v Dextra Asia Co Ltd* [2006] 4 SLR(R) 807 at [24], [28] and [30]; see also *Sin Lian Heng Construction Pte Ltd v Singapore Telecommunications Ltd* [2007] 2 SLR(R) 433 at [9] and [49]).

83 No such context exists here. The Termination Notices were, self-evidently, not part of any negotiation or attempts at settlement – they were a unilateral declaration by the Defendant that the contractual relationship was at an end. In any event, the email was in evidence before the court and was in fact deployed by the Defendant at trial in support of its case. Further, neither party suggested that it attracted privilege, and rightly so.

[137] Transcript dated 12 February 2026 at p 84, ln 18–p 85, ln 9.

(2) Whether damages should be awarded for the breach

84 Having found that the Termination Notices wrongly and prematurely terminated the Consultancy Agreement, the question arises as to whether the Claimant is entitled to any damages as a result of the Defendant's breach. The Claimant contends that the immediate termination by the Defendant left it commercially disadvantaged at a critical juncture, occurring as it did during the Rent-Free Fitting Out Period and at a stage when there was insufficient time to secure a replacement interior designer and mitigate the resulting disruption.[138]

85 Before turning to the question of damages, I would make a preliminary observation. Since I have found against the Claimant on the Porosity Issue and Expediency Issue, and in particular that there were no terms in the Consultancy Agreement, whether express or implied, pertaining to both those issues, no question of breach arises in respect of those matters and consequently, there is also no question of any loss flowing therefrom. Therefore, what remains is the claim based on the Defendant's wrongful termination which stands independently of the Porosity Issue and Expediency Issue, and it is on that basis alone that the question of damages falls to be considered.

86 It is axiomatic that even where a breach of contract is established, the Claimant nonetheless bears the burden of proving its loss flowing from that breach. It is trite that a breach of contract is actionable without proof of damage – a claimant whose rights have been infringed may recover nominal damages even in the absence of proved loss – but recovering substantial damages is an altogether different matter. That requires proof of the fact of damage, causation and the quantum of loss. A claimant who fails to establish any of these elements

[138] COS at para 15(c). BZDS AEIC at para 44.

may find that the claim still fails or may have to be content with only nominal damages (*Youprint Productions Pte Ltd v Mak Sook Ling* [2023] 3 SLR 1130 ("*Youprint Productions*") at [5]; *POP Holdings Pte Ltd v Teo Ban Lim* [2025] 2 SLR 90 (*"POP Holdings"*) at [1]. In *POP Holdings*, this principle was described as "axiomatic".

87 That said, the law does not demand mathematical precision. As the Court of Appeal explained in *Robertson Quay Investment Pte Ltd v Steen Consultants Pte Ltd* [2008] 2 SLR(R) 623 ("*Robertson Quay*") at [28], citing *McGregor on Damages* (Sweet & Maxwell, 17th Ed, 2003) at para 8-002, where it is clear that substantial loss has been suffered, the court will do its best to assess it even where exact quantification is difficult or impossible, and the fact that damages cannot be assessed with certainty does not relieve the wrongdoer of liability. What the law does require, however, is that the claimant establish the necessary causal link between the breach and the loss alleged – commonly known as the "but for" test. The court's latitude in matters of quantification does not extend to dispensing with this threshold requirement. As *Robertson Quay* at [49] itself makes clear, a mere assertion of such a link, without more, is insufficient – evidence must be adduced to demonstrate how the loss claimed is legally and factually attributable to the breach in question.

88 It is against that legal backdrop that I turn to consider whether the Claimant has discharged its burden on the facts of this case.

89 The Claimant's pleaded heads of loss are set out at paragraphs 24 and 25 of its statement of claim dated 8 September 2025, where it seeks an estimated total amount of damages of S$462,907.56. This sum comprises:[139]

(a) Rent amounting to S$38,589.59 incurred for the months of June and July 2024 as a result of the delayed opening of the Store;

(b) Loss of revenue of S$330,439.26 for those same two months – calculated by reference to historical sales data and the Claimant's own internal sales projections;

(c) Additional operating costs of S$75,878.71 – this claim covers utilities and manpower incurred as a result of the Claimant having to manage the fit-out works at the Store itself during the period after 15 April 2024, including overtime costs paid to the Claimant's employees; and

(d) A refund of S$18,000.00, representing the first tranche paid to the Defendant under the Consultancy Agreement, on the basis of the Defendant's alleged failure of performance and repudiatory breach.

90 It is also relevant to note that in its first amendment to its statement of claim, the Claimant deleted two items that had been claimed in the earlier iteration of the statement of claim dated 25 June 2024, namely liquidated damages of S$18,300.00 that had been negotiated with the Landlord as part of the Claimant's mitigation efforts, and unquantified additional contractor costs

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139 SOC at paras 24 and 25. MA AEIC at para 29. BZDS AEIC at para 39. Transcript dated 4 February 2026 at p 92, ln 16–p 93, ln 6.

in respect of additional works required and the extended deployment of labour attributable to the Defendant's alleged breaches.[140]

91 Before addressing each pleaded head of loss in turn, I note at the outset that there is a significant shift in the Claimant's case. The Claimant's pleaded case – as reflected not only in its amended statement of claim[141] but also in its affidavit evidence[142] – was largely a claim for loss of *revenue*. In the Claimant's closing submissions, however, that claim transformed into one for loss of *profit*, without any corresponding amendment to the pleadings.[143]

92 A further difficulty arises from the scope of the Claimant's closing submissions. At paragraphs 89 to 93 of its closing submissions, the Claimant devotes those five paragraphs to the loss of profit claim but says nothing about the remaining pleaded heads of loss as enumerated at [89(a)], [89(c)] and [89(d)] above.[144] Thus, while the pleaded claim stood at approximately S$462,907.56,[145] the Claimant's closing submissions appear to only pursue a claim amounting to S$143,056.00[146] – given the lack of any submissions on the remaining heads of claim, it is reasonable for me to proceed on the assumption that the Claimant no longer pursues those remaining heads of loss and has dropped them. Nonetheless, for completeness, I will address each head in turn.

140 Statement of Claim (Amendment No. 1) dated 11 March 2025 at paras 24–25.

141 SOC at paras 24 and 25.

142 BZDS AEIC at paras 37–38.

143 CCS at paras 90–93 and 98.

144 SOC at para 25.

145 SOC at para 25.

146 CCS at para 93.

93 Turning first to the loss of profit claim, the Claimant takes its actual profit for August 2024 of S$45,143.92 as a baseline and applies a multiplier of 1.5x for June 2024 and 1.2x for July 2024[147] on the basis that June falls within the Great Singapore Sale period and July sees additional sales activity by reason of the 6.6 and 7.7 sales promotions.[148] The Claimant then applies the 1.2x multiplier to the June 2024 profit figure of S$67,715.88 to derive a projected profit of S$81,259.05 for July 2024.[149] Deducting actual profits earned in July 2024 of S$5,918.93, the Claimant arrives at an alleged loss of profits for July 2024 of S$75,340.12. Adding this to the June 2024 figure of S$67,715.88, the Claimant claims a total loss of profits of S$143,056.00.[150] As I noted above, the loss of profit claim was not pleaded and ought not to be entertained simply by the Claimant introducing it in its closing submissions.

94 Nevertheless, even if it is to be entertained, there are, in my judgment, several difficulties with this approach. First, as a matter of evidence, the Claimant relied on certain documents generated on Shopify, a point of sales software application. However, the Shopify documents adduced by the Claimant only give an insight into the Store's *sales* figures, not profit. To establish loss of profit, the Claimant would need to deduct operating expenses and demonstrate what the actual profit figure was or would have been but for the Defendant's breach, but this has not been done. What remains are essentially bare assertions – the Claimant's submission that this matter is "uncontroverted" does not assist;[151] first, the loss of profit claim or computation was not admitted

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147 CCS at paras 90–91.

148 BZDS AEIC at paras 37–38.

149 CCS at para 92.

150 CCS at paras 92–93.

151 CRCS at para 30.

or conceded by the Defendant. As I indicated above, it was raised for the first time in the Claimant's closing submissions. Second, this is a matter for which the Claimant must adduce sufficient evidence to satisfy its burden of proof, something it has wholly failed to do.

95 Further, I am not satisfied that the methodology adopted by the Claimant in quantifying its alleged loss of profits is sufficiently reliable to ground an award of damages as claimed. At the outset, the Claimant applies the 1.2x July multiplier not to the August 2024 baseline of S$45,143.92 but to the already inflated June figure of S$67,715.88,[152] producing what is in effect a cumulative multiplier of 1.8x – and the Claimant provides no explanation or justification for this. The reasons given by the Claimant to justify the multipliers it applies for July *ie*, that July sees additional sales activity by reason of the 6.6 and 7.7 promotions, speak only to July's performance relative to a *neutral* baseline, not to an already elevated June figure. Second, and more fundamentally, the sales figures relied upon by the Claimant were drawn from the soft launch period of the Store from around August 2024 onwards and represent essentially a single data point with no meaningful comparator. To establish loss of profits with the requisite degree of certainty, one would expect at the minimum a comparison against the Store's profit figures for the remainder of 2024 or alternatively, against figures for the corresponding period in 2025, which would have encompassed the same sales events (*ie*, the Great Singapore Sale, as well as the 6.6 and 7.7 sales promotions) that the Claimant relies upon to justify its multipliers. But no such evidence was forthcoming. Without the benefit of any such evidence, I was left with little more than bare assertions that sales were lower than they might otherwise have been, and that the multipliers applied were

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[152] CCS at para 92.

reasonable and justified. Suffice to say, such bare assertions could hardly be sufficient to sustain a claim for substantial damages. In this regard, I reject the Claimant's submission that it had adduced "cogent" evidence in support of this head of loss.[153]

96 As for the remaining pleaded heads of loss, each fails on its own terms. On the claim for rent, whether the Claimant is pursuing a claim for loss of profit or revenue, the rent would have been incurred regardless of whether the Defendant committed the breach in question. It is therefore not a loss that would not have been suffered but for the Defendant's breach, and is thus not recoverable. As for the claim for additional operating costs, following the termination of the Consultancy Agreement, the Claimant contends that it deployed its own personnel as replacement interior designers, and it is the time costs and overtime pay of those personnel that it seeks to recover from the Defendant.[154] While it was the Claimant's prerogative to deploy its own staff in that capacity, it cannot simply claim their salaries from the Defendant for the period during which those employees were engaged on the design works; particularly when the impression conveyed in the Claimant's affidavit evidence was that it had been necessary to engage *another* external designer once the Defendant ceased its services, which was factually untrue. In any event, the salary costs of those employees would have been incurred *regardless of* any breach by the Defendant, and thus, the necessary causal link would again not be established. As for the overtime costs, there is no evidence that any overtime was in fact incurred by the employees concerned, and none of the Claimant's witnesses gave evidence on this point. Finally, on the claim for a refund of the

153 CCS at para 89.

154 MA AEIC at para 29. BZDS AEIC at para 39. Transcript dated 4 February 2026 at p 92, ln 16–p 93, ln 6.

first tranche, there is no principled basis on which this claim can be sustained. The services for which that payment was made had already been rendered, and this is not a case where the Claimant asserts a total failure of consideration. The first tranche was not a deposit held against future performance – it was payment for work already carried out – and it cannot now be reclaimed on that basis, especially in the light of my conclusions on the Porosity Issue and Expediency Issue.

97 In the circumstances, notwithstanding my conclusion that the Defendant is liable for wrongfully terminating the Consultancy Agreement, no substantial damages are to be awarded to the Claimant as the Claimant has failed to prove any of its pleaded heads of loss, or its latest claim for loss of profits, even if that belatedly raised claim is to be entertained by the court.

98 As mentioned at [86] above, an innocent party who establishes a breach is entitled, as of right, to damages, although substantial damages are recoverable only upon proof of actual loss and its quantum. Where no recoverable loss is proved, the court nevertheless usually awards nominal damages as a symbolic act to vindicate the infringement of the claimant's contractual rights (*Youprint Productions* [5]–[6]). Thus, in the present case, while the Claimant has not proved any recoverable loss flowing from the Defendant's breach, that does not detract from that that it nevertheless did establish liability as a result of the Defendant's wrongful termination of the Consultancy Agreement. The Claimant is therefore entitled to nominal damages.

99 As for quantum, I consider a nominal damages award of S$500 to be appropriate in this case. I have taken into account the fact that had the Termination Notices been properly worded, they would have taken effect after a week and validly brought the Consultancy Agreement to an end after 22 April

2024. In that scenario, the Claimant would have had no cause for complaint and no claim against the Defendant.

The Counterclaim

100 Having determined that the Claim has, in essence, not been made out (save to the very limited extent as explained at [98]–[99] above), I turn to the Defendant's counterclaim. The Counterclaim, which is based largely on repayment for works done pursuant to the Consultancy Agreement and losses incurred by the Defendant from expedited timelines and additional works done, can be dealt with in brief. In my view, the sums sought by the Defendant are not recoverable.

101 The Counterclaim, as pleaded,[155] is made up of five heads of loss totalling S$101,896.36, whereas in the Defendant's closing submissions, the amount claimed is slightly higher at $102,306.36.[156] The heads of claim and quantum claimed are:[157]

(a) payment for the completion of the Schematic Design phase (S$10,800);

(b) additional work done due to inaccurate information, comprising redesign costs (S$10,800) and additional labour costs for meetings (S$560);

(c) work done for the construction phase on a pro-rated basis (S$556.36);

155 D&CC at paras 112–114.

156 DCS at paras 71–72.

157 D&CC at para 112.

(d) other additional work done outside the scope of the Consultancy Agreement, comprising additional renders, visual merchandising design, and the signage deck (which in the pleaded claim amounted to S$12,190, and in the closing submissions S$12,900); and

(e) additional costs incurred by reason of accelerated timelines (which in the pleaded claim amounted to S$66,990, and in the closing submissions S$66,990.34).

102 For the claims at [101(a)] and [101(c)] above, the Defendant relies on Clause 3.5.2 of the Consultancy Agreement, which provides for payment "upon termination" of fees due for completed stages and work done on a pro-rated basis. Those claims arise only upon termination of the Consultancy Agreement, and in my view, it follows that the termination must have been effected in accordance with the terms of the Consultancy Agreement. As for the claims in [101(b)] and [101(d)] above, the Defendant relies on Clause 2.4(d) of the Consultancy Agreement, while also alleging that the additional work arose from the Claimant's breaches of Clauses 3.4.1 and 3.4.3. As for the claim at [101(e)], the Defendant asserts that, where a contractor accelerates its works at the employer's request, the employer is liable for the resulting costs.[158]

103 The obvious difficulty for the Defendant in respect of the claims in [101(a)] and [101(c)] is that the Defendant's case is premised on the proposition that the Termination Notices amounted to a *contractually compliant* termination under Clause 3.5.1 of the Consultancy Agreement. However, I have found, for the reasons set out above, that the Termination Notices sent on 15 April 2024

[158] DOS at paras 39–40. DCS at paras 71–73.

did not operate as a contractually compliant notice of termination in accordance with Clause 3.5.1 of the Consultancy Agreement, the result being that the Defendant terminated the Consultancy Agreement prematurely and in breach of its terms.

104 This finding of wrongful termination by the Defendant is fatal to the Counterclaim as advanced for those heads of claim. The Defendant has not put forward any alternative case that, even if the termination were found to be wrongful, it would nonetheless remain entitled at law to succeed on those claims. Thus, the claims at [101(a)] and [101(c)] stand or fall with the validity (or otherwise) of the Termination Notices.

105 It follows from my finding of wrongful termination by the Defendant that the Defendant cannot claim for amounts it says became owing to it "upon termination". It is a long-established principle of the common law that a party cannot and will not be permitted to take advantage of, or profit from, its own wrong. That principle, recognised in *Mackay v Dick* (1881) 6 App Cas 251, was recently reaffirmed by the English Court of Appeal in *King Crude Carriers SA v Ridgebury November LLC* [2025] KB 311, where the court observed that the prevention principle is an application of the broader rule that a party who has itself wrongfully brought about the non-fulfilment of a contractual condition cannot rely upon that state of affairs to obtain a contractual advantage (at [84]).

106 In my judgment, it would be incongruous in this case, to allow the Defendant to succeed on the claims at [101(a)] and [101(c)] above by relying on the very act of termination which the Defendant itself effected in breach of the Consultancy Agreement. The Defendant is not an innocent party. It is the party that brought the Consultancy Agreement to a premature end by its own wrongful act. The court cannot allow the Defendant to profit or take advantage

of its own wrong. Accordingly, I decline to permit the Defendant to profit from its own wrong here and disallow the claims at [101(a)] and [101(c)].

107 As for the claims at [101(b)] and [101(d)], they are not, on their face, contingent upon a contractually compliant termination having been effected. The Defendant's entitlement to payment for the additional work alleged to have been undertaken is instead premised on Clause 2.4(d), which stipulates that such additional work is to be "approved in writing by [the Claimant]" and "be charged on such terms as may be agreed in writing … or on a time basis in accordance with the rates indicated herewith [*ie*, S$150/hour for work done by an interior design director and S$100/hour for work done by an interior designer, or pro rata for any part thereof]".[159] That clause therefore contemplates that first the work must be approved by the Claimant in writing, and then provides two alternative bases upon which the approved additional work may be charged: first, upon such terms as may be agreed in writing between the parties; and second, upon a time basis at the stipulated rates. Even assuming all of the additional work the Defendant says it undertook was approved in writing by the Claimant, the Defendant (upon whom the legal burden rests to adequately prove its counterclaim) has not established either basis on the balance of probabilities. No written agreement as to the terms of charging for this additional work has been identified or proved. Nor has the Defendant adduced any evidence whatsoever to explain how the sums claimed were arrived at – including details as to the time spent on the additional work, by whom it was carried out, and at which of the rates contemplated by Clause 2.4(d). The clause does not, without more, confer on the Defendant a unilateral entitlement to determine the amount payable for additional work. The Defendant's "proof" of

[159] DOS at paras 39(b) and 39(d). DCS at paras 71(b) and 71(d).

these claims rested, in substance, on nothing more than bare assertions. Accordingly, those heads of claim also fail and are disallowed.

108 As for the last head of claim at [101(e)] above, the Defendant's case is that it incurred additional manpower costs in accelerating its works to meet compressed timelines imposed by the Claimant. The Defendant submits that "[w]here a contractor accelerates its works at the employer's request, the employer is liable to pay the contractor's costs of acceleration", and cites *Ascon Contracting Ltd v Alfred McAlpine Construction Isle of Man Ltd* (1999) 66 Con LR 119 in support.[160] That authority is, however, of limited assistance. It is a first-instance decision of some vintage and does not, in any event, purport to establish an unqualified entitlement to recover acceleration costs in all circumstances. Secondly, the Defendant has not identified any contractual provision or other basis that specifically entitles it to recover the particular sum of S$66,990 claimed. It is not sufficient for the Defendant to merely to assert a general proposition and then claim a specific sum in reliance upon it, without identifying the legal basis upon which that precise sum is alleged to be recoverable. The Defendant here has conspicuously failed to do so.

109 In any event, the documentary evidence adduced by the Defendant in support of this claim is woefully inadequate. It comprises a one-page printout of what Mr Soh says in an Excel spreadsheet containing details of the time spent by the Defendant's staff (Mr Zayar and one Sheila) who had to be roped in to work on the project, and another one-page document containing what appears to be a table summarising Ms Koh's claim for various expenses.[161] No breakdown was provided on exactly how much time was spent Mr Zayar and

160 DOS at para 40. DCS at para 72.

161 SCMI AEIC at pp 769 and 771.

Sheila and in relation to what specific additional "accelerated" work or "compressed timelines", or what their hourly rates were. Nor was there any explanation as to the relevance of the document tabulating Ms Koh's expenses and how that document related to the claim for additional charged claimed by the Defendant on account of having to accelerate its work.

110 For all of the foregoing reasons, the Defendant has accordingly also failed to discharge its burden of establishing its entitlement to this head of claim, and which is also disallowed.

111 Finally, the Defendant has pleaded, in the alternative for each head of loss in its counterclaim, that it is entitled to recover on a *quantum meruit* basis. This alternative claim does not assist the Defendant. A restitutionary *quantum meruit* claim is available to prevent unjust enrichment where the claimant has rendered services under a contract that has been prematurely terminated by the other party's breach (*Lee Siong Kee v Beng Tiong Trading, Import and Export (1988) Pte Ltd* [2000] 3 SLR(R) 386 at [35]–[37]).

112 The Defendant cannot invoke a restitutionary remedy by relying on the very breach that disentitles it from relief. To hold otherwise would, similarly, permit the Defendant to profit from its own wrong. In any event, there is no basis for the court to allow any part of the counterclaim on a *quantum meruit* on such flimsy evidence.

113 In the circumstances and for the reasons set out above, the Defendant's counterclaim fails and is dismissed in its entirety.

Conclusion

114 On the Claim, the Claimant has failed to succeed on the Porosity Issue or the Expediency Issue. Neither term as contended for by the Claimant was established as a term of the Consultancy Agreement, whether as express terms or by implication. Even if they had been established as contractual terms, the evidence does not establish that the Defendant was in breach of either term. With regard to the Termination Notices sent by the Defendant on 15 April 2024, the Defendant did prematurely and wrongfully terminate the Consultancy Agreement by purporting to bring it to an end with immediate effect instead of giving the Claimant one week's notice as required under Clause 3.5.1 of the Consultancy Agreement. However, the Claimant failed to prove that it suffered any loss, whether as pleaded or as advanced belatedly in its closing submissions. Accordingly, the Claimant is awarded only nominal damages of S$500.

115 As for the Counterclaim, in so far as some of the Defendant's claims are premised on its termination of the Consultancy Agreement on 15 April 2024 being a valid and contractually compliant termination, I have found that it was not. In any event, the evidence adduced by the Defendant in support of the various heads of claim in the Counterclaim are either completely absent or fall woefully short of the standard of proof required in order for the Defendant to successfully discharge its legal burden of proof. As such, there is no legal or evidential basis on which the Counterclaim can succeed. The Counterclaim is accordingly dismissed in its entirety.

116 I will hear the parties on costs separately.

S Mohan
Judge of the High Court

Mohamed Nawaz Kamil (TLC Law Advocates LLC) for the claimant;
Ng Si Ming (Huang Siming), Leong Chee Fai Kelvin and Chan Wei Ling (Chua & Partners LLP) for the defendant.