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

[2026] SGHC 82

Originating Application No 1410 of 2025

Between

Zhao Yang Geotechnic Pte Ltd

… *Applicant*

And

China Communications
Construction Company Ltd
(Singapore Branch)

… *Respondent*

JUDGMENT

[Building and Construction Law — Dispute resolution — Adjudication]

[Statutory Interpretation — Construction of statute]

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Wong Li Kok, Alex J:

Introduction

1 This decision concerns the application of Zhao Yang Geotechnic Pte Ltd ("Applicant") to set aside an adjudication review determination ("ARD"). At the heart of the application is the question of whether a review adjudicator or panel is entitled to review the entire adjudication determination ("Broad Interpretation") or only those issues identified by a review applicant (*ie*, the party making the review application) ("Narrow Interpretation"). This is an issue that has been vexing adjudication practitioners since the enactment of the Building and Construction Industry Security of Payment (Amendment) Act 2018 (Act 47 of 2018) ("2018 Amendment"). Adjudication practitioners have been divided into two camps — one following the Narrow Interpretation and

the other following the Broad Interpretation. This judgment seeks to resolve this divide.

Background

Factual background

2 China Communications Construction Company Ltd (Singapore Branch) ("Respondent") engaged the Applicant as its subcontractor to carry out works at Singapore Changi Airport.[1]

3 On 30 April 2025, the Applicant served on the Respondent Payment Claim No 62 for $7,210,109.37, inclusive of Goods and Services Tax ("GST"). On 23 May 2025, the Respondent submitted Payment Response No 62. The response amount was *nil*.[2]

4 On 4 June 2025, the Applicant lodged the adjudication application in SOP/AA 135 of 2025 ("AA135") with the Singapore Mediation Centre ("SMC").[3] The Respondent filed its adjudication response on 12 June 2025.[4] On 1 September 2025, the adjudicator in AA135 rendered the Adjudication

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1 Goh Fang Yih's affidavit ("GFY-1") at paragraph 5; Loi Mooi Kim's affidavit ("LMK-1") at paragraph 5 and pages 14-20.

2 GFY-1 at paragraph 9 and Tabs 2-3; LMK-1 at paragraph 7 and pages 183-389.

3 GFY-1 at paragraph 10; LMK-1 at paragraph 8.

4 GFY-1 at paragraph 10.

Determination ("AD").[5] He determined that the Respondent should pay the adjudicated amount of $3,541,361.21, inclusive of GST, to the Applicant.[6]

5 On 9 September 2025, the Respondent lodged an adjudication review application ("ARA") with the SMC and set out the issues with which it was dissatisfied in the AD.[7]

6 Importantly, the Applicant did not make its own review application but took the position in its ARA reply submissions that the review adjudicator or panel was entitled to review the entire AD, including the issues that the Applicant identified.[8] The precise issues identified by the parties for review are not material to this decision, so I have not set them out for the sake of brevity.

Decision of the Review Adjudicators

7 On 26 September 2025, the panel of three review adjudicators ("Review Adjudicators") invited both parties to submit on "whether the [Applicant] may raise its own issues for review when it did not apply for a review of the [AD]".[9] The Applicant argued that *Ang Cheng Guan Construction Pte Ltd v Corporate Residence Pte Ltd* [2017] 3 SLR 988 ("*Ang Cheng Guan*") resolved the question definitively in favour of the Broad Interpretation.[10]

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5 GFY-1 at paragraph 11 and Tab 4; LMK-1 at paragraph 13 and pages 593-628.

6 GFY-1 at paragraph 11 and page 395; LMK-1 at page 627.

7 GFY-1 at paragraph 18 and Tab 5; LMK-1 at paragraph 14.

8 GFY-1 at paragraphs 22-23 and page 477; LMK-1 at paragraphs 15 and 17.

9 GFY-1 at paragraph 24 and Tab 7; LMK-1 at paragraph 18 and page 791.

10 GFY-1 at paragraph 26 and Tab 8; LMK-1 at paragraph 21.2.

8 On 30 October 2025, the Review Adjudicators issued their ARD. They reviewed issues identified by the Respondent and declined to review those identified by the Applicant.[11] The Review Adjudicators observed that *Ang Cheng Guan* was decided under the Building and Construction Industry Security of Payment Act 2004 (Cap 30B, 2006 Rev Ed) ("SOPA 2006"), pursuant to which only respondents to an adjudication could make adjudication review applications.[12] Since s 18(2) of the SOPA 2006 had been amended through the 2018 Amendment to allow both parties to make review applications, the Broad Interpretation in *Ang Cheng Guan* was rendered otiose.[13] In the Review Adjudicators' opinion, both parties would now need to lodge their own review applications, otherwise only issues identified by the review applicant would be reviewed.[14] Having reviewed only the issues identified by the Respondent, the Review Adjudicators reduced the adjudicated amount to *nil*.[15]

9 On 11 December 2025, the Applicant filed the present application to set aside the ARD.

The decision in Ang Cheng Guan *and subsequent developments*

10 Before we delve into the parties' arguments and my decision, I summarise Lee Seiu Kin J (as he then was)'s decision in *Ang Cheng Guan*, which was the leading decision on the review adjudicator or panel's scope of

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11 GFY-1 at paragraphs 30-31 and Tab 10; LMK-1 at paragraph 22.

12 ARD at [84]–[85].

13 ARD at [86]–[87].

14 ARD at [88].

15 ARD at [101].

review prior to the 2018 Amendment, and survey how that decision was perceived after the 2018 Amendment.

11 In that case, Corporate Residence Pte Ltd ("CR") engaged Ang Cheng Guan Construction Pte Ltd ("ACG") to carry out certain works. Subsequently, ACG took out an adjudication application in relation to a payment claim and the adjudicator found in favour of ACG in relation to certain issues. CR filed an adjudication review application and sought a review of two issues in the adjudication determination. ACG was also dissatisfied with some issues which the adjudicator determined. However, the review adjudicator took the view that his jurisdiction was limited to the issues identified by CR. The court was tasked to decide whether the Broad Interpretation or Narrow Interpretation was to be preferred.

12 The critical provision which this court considered was s 18(2) of the SOPA 2006, which provided:

> (2) Subject to subsection (3), where a respondent to whom this section applies is aggrieved by the determination of the adjudicator, the respondent may, within 7 days after being served the adjudication determination, lodge an application for the review of the determination with the authorised nominating body with which the application for the adjudication had been lodged under section 13.

13 Lee Seiu Kin J decided the question in favour of the Broad Interpretation on the following grounds:

(a) The correct approach to the question was one of statutory interpretation of the SOPA 2006 (at [13]).

(b) The operative words in s 18(2) of the SOPA 2006 were "the review of the determination", which *prima facie* referred to the entire adjudication determination (at [16]).

(c) Nothing in the language of s 19(6)(*a*) and s 17(3)(*a*) to (*h*) of the SOPA 2006, which set out what the review adjudicator or panel could consider, stated that an adjudication review was limited to the issues identified by the review applicant. If Parliament did so intend, it could have easily added such language in these provisions (at [18]–[19]).

(d) The legislative purpose of the SOPA 2006 was ambivalent as to whether the Broad Interpretation or the Narrow Interpretation was to be preferred (at [27]–[30]).

(e) Therefore, the correct position was the Broad Interpretation (at [30]).

14 Subsequent to the decision in *Ang Cheng Guan*, Parliament passed the 2018 Amendment. Section 18(2) of the Building and Construction Industry Security of Payment Act 2004 (2020 Rev Ed) ("SOPA 2020") now provides:

> (2) Subject to subsection (3), where a respondent or a claimant to whom this section applies is aggrieved by the adjudicator's determination, the respondent or claimant may, within 7 days after being served the adjudication determination, lodge an application for the review of the determination with the authorised nominating body with which the application for the adjudication had been lodged under section 13.

Following the 2018 Amendment, both the applicant and the respondent to an adjudication can apply for an adjudication review.

15 However, divergent views have since emerged on whether *Ang Cheng Guan* remains good law. One view is that *Ang Cheng Guan* has been superseded by the 2018 Amendment and the current law is reflected in the Narrow Interpretation. Each party must bring its own review application, in the absence of which that party will be taken to have waived its right to review (see *BDO Pte Ltd v BDP Pte Ltd* [2020] SCAdjR 579 ("*BDO*"); *BFG Pte Ltd v BFH Pte Ltd* [2021] SCAdjR 587 ("*BFG*"); *BFK Pte Ltd v BFL Co Ltd* [2021] SCAdjR 656 ("*BFK*"); *BHI Pte Ltd v BHJ Pte Ltd* [2022-2023] SCAdjR 801 and *BHK Pte Ltd v BHL Corp Ltd* [2022-2023] SCAdjR 828). The other view contends that nothing in the relevant provisions of the SOPA 2020 evinces an intention to depart from the Broad Interpretation (*BHO Pte Ltd v BHP Pte Ltd* [2022-2023] SCAdjR 931 ("*BHO*"); Chow Kok Fong, *Security of Payments and Construction Adjudication* (LexisNexis, 3rd Ed, 2022) at [17.117]–[17.120]). As the parties in the present case rely on substantially the same arguments that the various adjudicators and panels put forward in support of their positions, I will explore these arguments in greater depth below when discussing the parties' arguments.

Issues

16 The issues before me are as follows:

(a) first, whether misdirection in a point of law is a ground for setting aside the ARD;

(b) second, whether the Review Adjudicators are entitled under the SOPA 2020 to review the entire AD or just the issues identified by the

Respondent (*ie*, whether the Broad or the Narrow Interpretation should be adopted); and

(c) third, if I agree with the Applicant that the Review Adjudicators are entitled to review the entire AD, whether the ARD should be set aside or remitted back to the Review Adjudicators.

Misdirection in a point of law is a ground for setting aside the Adjudication Review Determination in this case

17 The Applicant, citing *Ang Cheng Guan*, submits that misdirection in a point of law is a "well-established" ground for setting aside adjudication review determinations.[16]

18 The Respondent argues that as the Applicant does not rely on any of the grounds for setting aside adjudication review determinations enumerated at [37] of *CMC Ravenna Singapore Branch v CGW Construction & Engineering (S) Pte Ltd* [2018] 3 SLR 503 ("*CMC Ravenna*"), it has not raised any valid ground for setting aside.[17]

19 I disagree with the Respondent's submission. Applications for setting aside adjudication review determinations are governed under s 27(5) read with s 2 of the SOPA 2020, which interprets "adjudication" to include an "adjudication review" (*CMC Ravenna* at [36(a)]). Under s 27(6) of the SOPA

16 Applicant's Written Submissions ("AWS") at paragraph 9.

17 Respondent's Written Submissions ("RWS") at paragraphs 8-9.

2020, the list of grounds for setting aside adjudication determinations under s 27(5) is non-exhaustive:

> (6) The grounds on which a party to an adjudication may commence proceedings under subsection (5) include, but are not limited to, the following:
>
> …

As such, the fact that misdirection in a point of law does not fall within one of the grounds enumerated at [37] of *CMC Ravenna* does not mean that it is not a valid ground for setting aside adjudication review determinations.

20 Further, the court in *Ang Cheng Guan* set aside the adjudication review determination in question on the ground of misdirection in a point of law. Lee J explained:

> 35 The jurisdiction and powers of an adjudicator and a review adjudicator are derived from the Act. As such, their orders are susceptible to judicial review. …
>
> …
>
> 44 Having found that the Broad Interpretation is the correct one (see [30] above), it follows that the RA had misdirected himself in a point of law and ACG's Issues were relevant considerations that he had failed to take into account. Accordingly, the Adjudication Review Determination must be set aside on this basis.

This part of the judgment has not been disputed by the Respondent in their submissions.

21 However, *CMC Ravenna* appears to suggest that misdirection in a point of law is not a ground for setting aside adjudication review determinations. This court in *CMC Ravenna* opined:

> 71 … I am of the view that courts may not consider whether a review adjudicator has misdirected himself on a point of law, especially one that affects the review adjudicator's substantive determination of the quantum of the adjudicated sum.

22 I have had the benefit of reading Mr Yong Boon On's article (Yong Boon On, "Misdirection of Law as a Ground to Set Aside Adjudication Determination" [2018] SAL Prac 12) and agree with his analysis. The seeming conflict between *Ang Cheng Guan* and *CMC Ravenna* can be resolved through a proper understanding of the Court of Appeal's guidance in *Comfort Management Pte Ltd v OGSP Engineering Pte Ltd* [2018] 1 SLR 979 ("*Comfort Management*"). The Court of Appeal clarified:

> 71 … First, the task of a court in considering whether an adjudication determination should be set aside is to assess whether any mandatory provision under the Act has been breached. … Second, in making this assessment, the court cannot consider the merits of the adjudication determination. …

23 The Court of Appeal then set out the seven heads of setting aside as enumerated in *SEF Construction Pte Ltd v Skoy Connected Pte Ltd* [2010] 1 SLR 733 and opined that:

> 75 In *Chua Say Eng* ([45] *supra*), we explained that the unifying and fundamental basis for these grounds was whether there has been a breach of a provision under the Act which is so important that it is the legislative purpose that an act done in breach of that provision should be invalid (at [67]). We labelled such a provision a mandatory condition, and we considered that breaching it would result in the adjudication determination being invalid. For this reason, breach of a mandatory provision is sometimes referred to as a breach which invalidates the jurisdiction of the adjudicator, that absence of jurisdiction being the basis for setting aside the adjudication determination. …

Therefore, I conclude that a misdirection in a point of law which breaches a mandatory provision is a valid ground for setting aside the adjudication review determination, as the misdirection invalidates the review adjudicator or panel's jurisdiction. On the other hand, a misdirection which touches on the merits of the adjudication review determination cannot be relied on to set aside that adjudication review determination.

24 The point of law in *Ang Cheng Guan* (*ie*, whether the review adjudicator or panel is entitled to review the entire adjudication determination) concerned the review adjudicator's duties or jurisdiction. In contrast, the point of law in *CMC Ravenna* concerned contractual interpretation and touched on the merits. Viewed in light of the decision in *Comfort Management*, it stands to reason that misdirection in a point of law was held to be a ground for setting aside the adjudication review determination in the former case, but not in the latter. I agree with the Applicant that, similar to in *Ang Cheng Guan*, the misdirection in the present case concerns the Review Adjudicators' duties or jurisdiction and is a valid ground for setting aside the ARD.

The Review Adjudicators are entitled to review the entire Adjudication Determination

Statutory Interpretation

25 The Applicant submits that the starting point of determining the scope of review under s 18(2) of the SOPA 2020 is the rules on statutory interpretation as laid down by the Court of Appeal in *Tan Cheng Bock v Attorney-General*

[2017] 2 SLR 850 ("*Tan Cheng Bock*").[18] The operative words in s 18(2), "the review of the determination", as well as other provisions relevant to the scope of review, are left intact after the 2018 Amendment.[19] As such, the Broad Interpretation adopted in *Ang Cheng Guan* remains good law.[20]

26 The Respondent does not dispute that the words "the review of the determination" remain the same under both versions of s 18(2). Rather, it argues that the legislative purpose in amending s 18(2) shows that Parliament intended to adopt the Narrow Interpretation.[21]

27 I agree with the Applicant that a principled approach to this question starts with statutory interpretation following the framework set out in *Tan Cheng Bock*.[22] I summarise the salient points here:

(a) The court must first ascertain the possible interpretations of the relevant statute, having regard not just to its text but also to the context of that provision within the written law (*Tan Cheng Bock* at [54(b)]).

(b) The court must then ascertain the legislative purpose of the relevant provision and compare the possible interpretations of the provision against the purpose of the provision (*Tan Cheng Bock* at [54(c)]). Section 9A(1) of the Interpretation Act 1965 (2020 Rev Ed)

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18 AWS at paragraph 11.

19 AWS at paragraph 19(1)-(3).

20 AWS at paragraph 20.

21 RWS at paragraph 24.

22 AWS at paragraph 11.

("IA") requires that the interpretation which furthers the purpose of the provision be preferred over interpretations which do not (*Tan Cheng Bock* at [35)]).

(c) The court should first ascertain the purpose of a provision from its text and context (including other provisions within the statute) before evaluating whether consideration of extraneous material is necessary (*Tan Cheng Bock* at [44] and [54(c)(ii)]).

(d) The court may only consider extraneous material to ascertain the meaning of the text if the provision is ambiguous or obscure on its face, or if the ordinary meaning of the provision leads to a manifestly absurd or unreasonable result (s 9A(2)(*b*)(ii) and 9A(2)(*b*)(iii) of the IA; *Tan Cheng Bock* at [54(c)(iii)]).

The interpretation of s 18(2) of the SOPA 2020 supports the Broad Interpretation

28 The main difference between s 18(2) of the SOPA 2006 and that of the SOPA 2020 is that under the former, only respondents can make adjudication review applications, whereas both respondents and claimants can do so under the latter. Following the framework in *Tan Cheng Bock*, the court must first ascertain the possible interpretations of this provision. In my judgment, the textual meaning of s 18(2) of the SOPA 2020 is clear. After an adjudication determination is issued, either the respondent or the claimant may file an application for "the review of the determination". The language of s 18(2) unequivocally refers to "the determination" and not part of the determination.

In this respect, these operative words remain unchanged from the SOPA 2006 and the reasoning in *Ang Cheng Guan* still stands.

29 My conclusion remains having considered "the context of that provision within the written law" (*Tan Cheng Bock* at [54(b)]). For this, I refer to s 19, which is titled "Adjudication review procedures, etc.". There is no indication in the text of s 19, explicit or implicit, to the effect that the review adjudicator or panel is only entitled to review part of the adjudication determination. The most relevant provision to the scope of review in the SOPA 2020 is s 19(10)(*a*) (*ie*, 19(6)(*a*) of the SOPA 2006):

> (10) In determining an adjudication review application, the review adjudicator or the panel of review adjudicators, as the case may be —
>
> > (*a*) may only have regard to the matters mentioned in section 17(4)(*a*) to (*h*) and the adjudication determination that is the subject of the adjudication review …

30 Section 17(4)(*a*) to 17(4)(*h*) (*ie*, s 17(3)(*a*) to 17(3)(*h*) of the SOPA 2006) provides:

> (4) Subject to subsection (5), in determining an adjudication application, an adjudicator may only have regard to the following matters:
>
> > (*a*) the provisions of this Act;
> >
> > (*b*) the provisions of the contract to which the adjudication application relates;
> >
> > (*c*) the payment claim to which the adjudication application relates, the adjudication application, and the accompanying documents thereto;
> >
> > (*d*) the payment response to which the adjudication application relates (if any), the adjudication response (if any), and the accompanying documents thereto;

> (*e*) the results of any inspection carried out by the adjudicator of any matter to which the adjudication relates;
>
> (*f*) the report of any expert appointed to inquire on specific issues;
>
> (*g*) the submissions and responses of the parties to the adjudication, and any other information or document provided at the request of the adjudicator in relation to the adjudication;
>
> (*h*) any other matter that the adjudicator reasonably considers to be relevant to the adjudication.

31 I agree with Lee J's reasoning in *Ang Cheng Guan* at [19]–[20] that if Parliament did intend for the review adjudicator or panel to only review part of the adjudication determination, it could have easily inserted language to that effect in these provisions. The language of ss 17(4)(*a*) to 17(4)(*h*) and 19(6)(*a*) of the SOPA 2020 has remained substantially or completely unchanged after the 2018 Amendment. As such, I agree with the Applicant's analysis as well as that adopted by the review panel in *BHO* at [126]–[130].

32 The Respondent makes several arguments based on the text and statutory context of s 18(2) of the SOPA 2020. The Respondent first argues that the Applicant's position would allow the party which has not filed its review application to circumvent the seven-day timeline in s 18(2) of the SOPA 2020 and to benefit from a "free-ride" on the application fees paid by the review applicant.[23] This was also one of the grounds on which the review panel in *BFK* based its decision (at [166(a)]). I am not convinced by this argument. An aggrieved party would still be incentivised to file its review application instead

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[23] RWS at paragraph 26; see also ARD at [89(2)(a) and (c)].

of simply waiting for the other side to do so, as waiting may risk missing the opportunity to review the adjudication determination completely. On the question of application fees, I agree with the Applicant's submission that the review adjudicator or panel has the power to take into account the application fees paid by the review applicant when awarding costs under s 19(8)(*e*) of the SOPA 2020.[24]

33 I am equally unconvinced with the Respondent's related argument that accepting the Applicant's position would allow the party which did not file its review application to "ambush" the review applicant by submitting new issues belatedly (see also, *BFK* at [166(a)]).[25] If the law is clear that the review adjudicator or panel is entitled to review the entire adjudication determination, then there is simply no "ambush" as the review applicant would expect the other party's issues to be open for review as well. Moreover, I agree with the Applicant that the issues in the adjudication review likely would have been argued in the underlying adjudication. It is thus reasonable to assume that a review applicant can anticipate the arguments that the other side would raise.[26]

34 The Respondent further refers to reg 10(3) of the Building and Construction Industry Security of Payment Regulations (2006 Rev Ed), a related subsidiary legislation, which provides:

> (3) An authorised nominating body shall, upon receipt of an adjudication review application —
>
> (*a*) appoint one review adjudicator if —

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24 Applicant's Oral Submissions at paragraph 9(4).

25 RWS at paragraph 26.3; see also ARD at [89(2)(b)].

26 Minute Sheet dated 2 February 2026 ("Minute Sheet") at page 4.

> (i) the adjudicated amount exceeds the relevant response amount by at least $100,000 but less than $1 million; or
>
> (ii) the claimed amount exceeds the adjudicated amount by at least $100,000 but less than $1 million; or
>
> (*b*) appoint a panel of 3 review adjudicators if —
>
> (i) the adjudicated amount exceeds the relevant response amount by at least $1 million; or
>
> (ii) the claimed amount exceeds the adjudicated amount by at least $1 million.

In the Respondent's submission, allowing a party which did not file its review application to also have its issues reviewed would create jurisdictional issues. Assuming that only the respondent to an adjudication files a review application and the difference between the adjudicated amount and the response amount is less than $1m, the SMC will appoint a sole review adjudicator. However, if the claimant, which did not file its review application, is allowed to piggy-back on the respondent's application, the claimant's issues may bring the difference to over $1m and hence cross the jurisdictional limit of the sole review adjudicator.[27] This was also one of the grounds on which the Review Adjudicators decided in favour of the Narrow Interpretation.[28] I agree with the Applicant's submission that on a proper reading of reg 10(3), no such jurisdictional issue would arise under the Broad Interpretation. Regulation 10(3) provides in no uncertain terms that the number of review adjudicators to be appointed is determined "upon receipt of an adjudication review application".

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27 Minute Sheet at page 6.

28 ARD at [91].

In other words, the SMC is to look at the difference between the adjudicated amount and the claimed amount or response amount, depending on which party filed the review application, once and for all.[29] In the example above, if a respondent to the adjudication makes a review application and the difference between the adjudicated amount and the response amount is below $1m, then one review adjudicator should be appointed, regardless of whether the difference between the adjudicated amount and the claimed amount exceeds $1m.[30] This interpretation is compatible with the review adjudicator or panel's entitlement to review the entire adjudication determination under the Broad Interpretation. In my judgment, the alleged jurisdictional issue therefore arises from an insufficient regard for the words "upon receipt of an adjudication review application".

35 In summary, the text of s 18(2) of the SOPA 2020 is only capable of one meaning. Both the claimant and respondent in an adjudication are permitted to make a review application, upon which the review adjudicator or panel is entitled to review the entire adjudication determination, instead of only part thereof.

36 The Respondent relies heavily on the alleged legislative purpose in amending s 18(2) of the SOPA 2006 and refers to various extraneous material in support of its position. Before I move on to address these arguments, it is apposite to note that if the textual meaning of a provision is clear and reasonable, extraneous material may only be considered to confirm that the ordinary

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29 AWS at paragraph 23(5).

30 AWS at paragraph 23(4).

meaning is the correct and intended meaning (s 9A(2)(*a*) of the IA; *Tan Cheng Bock* at [47(a)]). Put another way, the tail should not be allowed to wag the dog.

37 The Respondent first cites the proposals of the Singapore Academy of Law ("SAL") (Law Reform Committee, Singapore Academy of Law, *Proposals for Amending the Building and Construction Industry Security of Payment Act* (September 2015) (Chairman: Philip Chan)) ("Proposals") as set out below:

> 70 We would recommend therefore that, as a matter of fairness to the claimant and to deter frivolous applications for adjudication review:
>
> > (a) both parties should be entitled to apply for an adjudication review under the SOP Act; and
> >
> > (b) the review adjudicator or the panel will be able to review all the matters in the adjudication application and response, and will not be limited by what the party chooses to submit for review only.

The Respondent argues that as Parliament only discussed the SAL's first proposal at [70(a)], it has refused to adopt the second proposal at [70(b)] that the review adjudicator or panel should be entitled to review "all the matters in the adjudication application and response" (see also, *BDO* at [240]).[31] I disagree. That Parliament did not discuss or adopt the proposal at [70(b)] does not mean that Parliament explicitly refused to enact it into legislation, particularly since *Ang Cheng Guan*, which predates the 2018 Amendment, had already settled on the Broad Interpretation.

38 The Respondent then refers to the Parliamentary debate when Parliament amended the SOPA 2006 (*Singapore Parliamentary Debates,*

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[31] RWS at paragraphs 14, 15 and 25.2.

Official Report (2 October 2018) vol 94 (Zaqy Mohamad, Minister of State for National Development)). In particular, it refers to the extract below:

> The third set of amendments deals with changes to the adjudication process. Currently, the SOP Act only allows for respondents to apply for adjudication review if they disagree with the adjudication determination and wish to have it reconsidered. The Singapore Academy of Law committee had proposed that claimants should also be eligible for adjudication review. This ensures parity between claimants and respondents.
>
> So, clauses 12, 15 and 16 will allow claimants to also apply for adjudication review. With the amendment, it is possible to have a scenario where both the respondent and the claimant are entitled to adjudication review. If both parties submit a review application arising from the same determination, only one adjudication review will be conducted. Regardless of the party that initiated the review, the appointed review adjudicators will consider submissions from both parties in arriving at an assessment.

The Respondent argues that the reference to "only one adjudication review will be conducted" suggests that both parties' issues would be heard in the same adjudication review only if both parties submitted their respective adjudication review applications.[32] This argument does not find support in the extract, which simply states that in a situation where both parties submit a review application, both of their applications will be heard in one adjudication review. The extract does not indicate one way or the other what will happen if only one party files a review application, much less support the Respondent's position that each party is required to file its own review application.

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[32] RWS at paragraph 17.

39 Based on this alleged legislative purpose, the Respondent contends that the context in which the words "the review of the determination" are situated has completely changed after the 2018 Amendment.[33] Under s 18(2) of the SOPA 2006, only a respondent to the adjudication could lodge review applications.[34] According to the Respondent, the alleged policy of the Broad Interpretation in *Ang Cheng Guan* was therefore to address the unfairness in "permit[ting] a respondent to cherry-pick the parts which he is unhappy with, without a corresponding right on the part of the claimant to seek a review" (*Ang Cheng Guan* at [29]).[35] With the abovementioned unfairness having been resolved in s 18(2) of the SOPA 2020, the position in *Ang Cheng Guan* has been rendered otiose.[36] This is also the key ground on which the Review Adjudicators (see above at [8]) and review panels favouring the Narrow Interpretation based their decisions (see *BDO* at [219]–[235]; *BFG* at [158]–[162] and *BFK* at [161]–[165]).

40 This argument, however, suffers from several weaknesses, the key concern being that it proceeds to analyse the legislative purpose where the text of the provision is clear and unambiguous. The operative words "the review of the determination" are only capable of one meaning, namely, that the entire adjudication determination is open for review. To suggest that only parts of the adjudication determination can be reviewed would require artificially reading in certain words or altering the statutory language. Second, it is also a leap of

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33 RWS at paragraph 24.

34 RWS at paragraph 22.2.2.

35 RWS at paragraph 22.2.3.

36 RWS at paragraph 23.

logic to go from Parliament intending to give both parties the right to apply for review applications to Parliament therefore intending that both parties must now file their own review applications.

41 Third, the Respondent's reliance on the alleged policy in *Ang Cheng Guan* does not assist its case. Here, I set out Lee J's analysis of the relevant policy below:

> 29 … Further, for every good argument that CR may make, there is a counter-argument that can be made for the other side. The Act was enacted to establish a quick and inexpensive regime for the resolution of disputes over payment claims that would facilitate cash flow in the construction industry. … The introduction of an additional layer of review runs the risk of protracting proceedings further. … Hence, the legislature deemed it necessary to limit the right to apply for review to cases where the difference between the adjudicated amount and the response amount is large. … It is also conceivable that the legislature deemed it necessary to place a further restraint in that once an adjudication review is set in motion, the entire adjudication determination is open for review and not just the parts that the respondent is dissatisfied with. It must be borne in mind that in many adjudication determinations, there will be parts where the adjudicator gets it right and parts where he gets it wrong. To permit a respondent to cherry-pick the parts which he is unhappy with, without a corresponding right on the part of the claimant to seek a review of the parts where the adjudicator may have gotten it wrong, could also be unfair. Indeed, the Narrow Interpretation would tend to encourage respondents to apply for an adjudication review as there would be nothing to lose, but everything to gain.
>
> 30 It can therefore be seen that the policy of the Act is ambivalent as to which interpretation is to be preferred. …

Therefore, Lee J concluded that the legislative purpose of the SOPA 2006 was ambivalent (at [30]), in that arguments can be made for both sides. The Respondent cannot argue that the policy in *Ang Cheng Guan* was only to prevent the unfairness in allowing a respondent to review issues with which it is

dissatisfied without giving the claimant a corresponding right to do the same. There is an equally convincing countervailing policy in discouraging a respondent to the adjudication from bringing unmeritorious review applications, which supports the Broad Interpretation.[37] Thus, the Respondent's reliance on policy to depart from the clear statutory text is misconceived.

42 In summary, although it is clear that in amending s 18(2), Parliament intended to allow both parties to file review applications, the extraneous material offers limited insight into whether Parliament further intended that both parties must file their own review applications. In any event, I do not need to conduct this exercise as the wording of s 18(2) in the SOPA 2020 is sufficiently clear. The Respondent cannot refer to extraneous material to override the provision's textual meaning. The extraneous material referred to is also insufficient to justify a departure from the textual meaning of s 18(2) of the SOPA 2020.

The analogy to the appeal process in civil litigation is unworkable

43 I also dismiss the Respondent's attempt to analogise adjudication reviews to the appeal process in civil litigation, where issues raised by a party who did not file a cross-appeal in time are outside the scope of the appeal.[38] This argument has similarly been dismissed by Lee J in *Ang Cheng Guan*. I agree and reproduce Lee J's reasoning below:

> 13 … The adjudication regime is a creature of the Act, which establishes an entirely new regime for the purpose of

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37 Minute Sheet at page 3.

38 RWS at paragraphs 43-48.

> providing a fast but interim means for resolving payment disputes in the construction industry. It is therefore incorrect to draw an analogy to appeals in court proceedings which are not only governed by different legislation but, more importantly, provide for a final decision arrived at after a comprehensive process that ensures that all relevant facts and legal arguments are fully ventilated. These are two entirely different processes. …

The Adjudication Review Determination should be remitted back to the Review Adjudicators

44 The Applicant submits that the court should, similar to Lee J's decision in *Ang Cheng Guan*, set aside the ARD in its entirety.[39]

45 The Respondent, on the other hand, submits that even if the court concludes that the Review Adjudicators have misdirected themselves in the scope of review, the appropriate order should be to remit the ARD back to the Review Adjudicators.[40]

46 The court's power to remit an adjudication review determination to the review adjudicator or panel is derived from s 27(8) of the SOPA 2020, which provides that:

> (8) Without affecting a court's powers under any other written law or rule of law, a court may, in any proceedings under subsection (5) —
>
> (*a*) set aside an adjudication determination in whole or in part;
>
> (*b*) remit the whole or any part of the adjudication determination to the adjudicator;

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39 AWS at paragraph 42.

40 RWS at paragraph 58.

> (*c*) correct in the adjudication determination any clerical mistake, error arising from an accidental slip or omission, or a defect of form; and
>
> (*d*) award costs to any party to an adjudication.

47 Both parties agree that as no Singapore authority has set out the principles on remitting an adjudication review determination to the review adjudicator or panel, the court should derive the principles from arbitration jurisprudence and, in particular, the Court of Appeal authority of *Vietnam Oil and Gas Group v Joint Stock Company (Power Machines – ZTL, LMZ, Electrosila Energomachexport)* [2025] 2 SLR 273 ("*Vietnam Oil*").[41] I agree that it is appropriate to do so. The SAL in its Proposals at [71] recommended granting the court the power to remit an adjudication determination to the adjudicator, one of the grounds being that "this would bring the SOP Act in line with the Arbitration Act". The Proposals are not explicit authority for the alignment of principles of remission in adjudication and arbitration but, in my judgment, the key reasons for alignment in this respect are clear, namely the importance of fair process as well as the savings of time and cost.

48 I set out the relevant factors from *Vietnam Oil* below:

> 113 … the first question to be answered is whether a fair-minded observer could reasonably apprehend that the tribunal may not be able to afford the parties a fair process in its consideration on the remitted issues. This would be so if the tribunal had conducted the matter in such a manner that it would be invidious and embarrassing for it to try to free itself of all previous ideas and to redetermine the same issues …
>
> …

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41 AWS at paragraph 38; RWS at paragraphs 59-60.

> 125 The next factor, which may affect the analysis of one's continued confidence in the tribunal, is whether the breach is in respect of a single isolated or stand-alone point, or a point or points that are central to the award …
>
> 126 In our judgment, the centrality of the impugned point must be assessed in the context of the entire award. The court should consider whether the issue in question can fairly be described as affecting a substantial part of the award, or even as being pivotal to the case as a whole. …
>
> …
>
> 128 A third factor that may be relevant is whether remitting the issue would likely require a party to amend its pleadings. As we held in *CAJ v CAI* ([74] *supra*), remission is generally meant to give the tribunal the opportunity to deal with points already before it, meaning that the point would typically have been pleaded or would arise from existing pleadings. …
>
> …
>
> 130 A last consideration that a court may take into account is the time and cost savings if the award were to be remitted …

49 On the first factor, the Applicant argues that the Review Adjudicators departed from *Ang Cheng Guan*, which they were bound to follow, and declined to adopt the Broad Interpretation. That being the case, they have not only misdirected themselves on the scope of review but "are in fragrant [*sic*] and serious breach of the doctrine of vertical *stare decisis*". This, in the Applicant's submissions, is a "serious defect" which would cause a fair-minded observer to reasonably apprehend that the Review Adjudicators may not be able to afford the parties a fair process in its consideration on the remitted issues.[42]

50 I reject this argument. The Review Adjudicators undertook a detailed analysis on whether *Ang Cheng Guan* has been superseded by legislative

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42 AWS at paragraph 41.

developments and reached a defensible conclusion, albeit one with which I disagree. As noted above at [15], many review panels also held the same view. Therefore, I do not find that the Review Adjudicators have evinced any bad faith such that it would be "invidious and embarrassing" for them to hear the remitted issues.

51 On the second factor in *Vietnam Oil*, the Review Adjudicators have reviewed the Respondent's issues in great detail. The failure to review the issues identified by the Applicant only relates to part of the ARD. Further, these issues which the Applicant sought to be reviewed are stand-alone and are unrelated to those identified by the Respondent.[43] As such, the misdirection here is not so central that the entire ARD is rendered incapable of being cured.

52 The third factor is, in my view, not relevant to the adjudication review context, as there are no functional equivalents to pleadings in civil litigation and arbitration procedures.

53 Lastly, remitting the ARD instead of setting it aside will result in significant time and cost savings. A new panel will not need to be constituted to familiarise themselves with the AD and to review issues which have already been comprehensively considered by the Review Adjudicators. This outcome would "[prevent] the extreme 'all or nothing' kind of results in judicial review … should the determination be set aside" (Proposals at [71]).

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[43] ARD at [97].

Conclusion

54 For the reasons set out above, the ARD will not be set aside but shall be remitted back to the Review Adjudicators for review of the issues identified by the Applicant. The parties will provide written submissions on costs and disbursements not exceeding three pages and to be filed within one week of this judgment.

Wong Li Kok, Alex
Judge of the High Court

Choa Sn-Yien Brendon and Lim Jia Xin Kimberly (Patrick Ong Law LLC) for the applicant;
Chong Kuan Keong, Tay Yan Xia and Loh Pei Wen Bernadette Rena (Chong Chia & Lim LLC) for the respondent.