IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1978] SGHC 3

Suit 4663/1975

Between

Lee Kay Guan
Another

… Plaintiff

And

Phoenix Heights Estate (Pte) Ltd

… Defendant

GROUNDS OF DECISION

Contract — Remedies; Land

Version No 1: 11 Sep 2026 (01:05 hrs)

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Lee Kay Guan and Another v Phoenix Heights Estate (Pte) Ltd

[1978] SGHC 3

Suit 4663/1975
Choor Singh J
23 January 1978

1 The plaintiff claim in this action was for damages for breach of contract.

2 The facts are not in dispute and they are these. The plaintiffs are the purchasers of the defendant`s house known as No 8 Phoenix Garden, Singapore. The defendants are the developers of the said property. Under the sale agreement the house was to be ready for occupation and its sale and purchase was to be completed on or before 30 June 1973. The sale agreement also provided that if the defendants failed to complete the sale and purchase as aforesaid, the defendants shall pay to the plaintiffs liquidated damages calculated from day to day in respect of the period commencing from the appointed date to the date when the notice to complete was actually given at the rate of nine per cent per annum on the purchase price of $180,000.

3 There was considerable delay on the part of the defendants in completing the house. It was finally completed in November 1974 and on 28 November 1974 the building authority issued a Temporary Occupation License (TOL) for the house to be occupied by the purchasers. The plaintiffs for some reason best known to them, refused to take possession and occupy the house on 28

November 1974. The house lay vacant until 17 April 1975 when, again for some reason best known to them, the plaintiffs took possession and occupied the house. They also commenced these proceedings claiming damages.

4 The defendants admitted that they were liable for damages up to the date when the TOL was issued, i.e. 28 November 1974 and damages calculated up to that date have been paid to the plaintiffs.

5 The dispute in this case is as to whether or not the defendants are liable for damages for the period 28 November 1974 to 8 December 1975 when the defendants gave to the plaintiffs the requisite notice to complete. The defendants maintained that they were unable to issue a notice to complete earlier because they could not make a title to the land and premises for reasons beyond their control. The issue of the Certificate of Title which was required to be produced at the completion, was delayed by the competent authority without the fault of the defendants.

6 In my judgment, on the facts of this case, the defendants were not liable for damages for the period in issue. The plaintiffs purchased the property, a dwelling house, for their own occupation. There was no evidence that they purchased it for resale or that they had in fact entered into a sub-sale agreement in consequence of which they had suffered financial loss. The house was ready for occupation on 28 November 1974 and authority to occupy it was granted by the Building Authority in the form of a TOL. The plaintiffs had no valid reason for not taking possession and occupying it on 28 November 1974.

7 The plaintiffs` claim for damages is in essence a claim for compensation for financial loss suffered by them from 28 November 1974 to 8 December 1975. It is therefore necessary to ascertain what loss, if any, they suffered during

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that period. The relevant period can be split up into two periods, 28 November 1974 to 16 April 1975 and 17 April 1975 to 8 December 1975. During the latter period the plaintiffs were in occupation of the house. They suffered no financial loss at all. During the first period, 28 November 1974 to 16 April 1975 they could have been in occupation of the house. They were offered possession of the house on 28 November 1974 with the necessary authority from the Building Control Division in the form of a TOL. They refused to take possession of the house and gave no valid reason for not doing so. In my judgment, for this period also, they were not entitled to any damages.

8 For these reasons I held that, on the facts of this case, the plaintiffs were entitled to damages only up to 28 November 1974 when a TOL was issued and they were offered possession of the house.

9 ***Claim dismissed.***

Choor Singh J

Cheng Tim Pin (Yap & Yap) for the plaintiffs
Peter Guok (Guok & Co) for the defendants

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