IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1982] SGHC 27

OM 8/1978

Between

G Balan Nair

… *Applicant*

And

Singapura Developments Pte Ltd

… *Respondent*

GROUNDS OF DECISION

Landlord and Tenant — Termination of leases; Landlord and Tenant — Termination of leases

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

This judgment is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

G Balan Nair v Singapura Developments Pte Ltd

[1982] SGHC 27

OM 8/1978
A P Rajah J
25 August 1982

1 This is an application by way of motion brought to the High Court by Govindan Balan Nair (the applicant), being the party aggrieved by a decision of the Tenants` Compensation Board disallowing him compensation on the ground that such decision is wrong in law.

2 The Board dismissed the application by the applicant for compensation on the ground that he was `not entitled to compensation as the provisions of s 9(1)(a) of the Act would apply in his case as he is unable to establish with reasonable certainty that he was in occupation of the controlled premises in question prior to 1 January 1968.`

3 It is common ground that the applicant was not only in occupation of No 36, The Arcade, Raffles Place (the premises) but also its tenant as from 1 January 1968. However, the applicant contended that he was not only tenant of the premises as from 1 January 1968 but that he had been tenant thereof prior to 1 January 1968 whereas the landlords maintained that the tenancy, in so far as they and the applicant were concerned, commenced on 1 January 1968 and not before, and that, if the applicant were in occupation of the premises as claimed

by him, such occupation was in breach of cl 2(b) of the tenancy agreement, which prohibits subletting and parting with possession of the premises, dated 6 November 1967 made between the landlords (British and Malayan Trustees Ltd) and Mr Alwee Alkaff which states that the said Mr Alkaff had become tenant of the premises from 1 October 1967. The applicant, as previously stated, became the tenant of the premises as from 1 January 1968 under an agreement dated 15 February 1968 made between the landlords and the applicant. His counsel`s contention before me was that if the applicant was not tenant of the premises from 1 January 1968 then he was in occupation thereof within the meaning of s 9A of the Controlled Premises (Special Provisions) Act (Cap 267) (the Act) prior to that date. It is clear from the evidence, the letter dated 12 December 1967 from the KK Police Station and that from the insurance company dated 6 December 1967 that the applicant was in physical occupation of the premises before 1 January 1968. Under s 9A of the Act the Board may, in its discretion, award compensation to a person who is neither a tenant nor a subtenant:

> *(1) Notwithstanding anything contained in this Act or any written law or rule of law, but subject to this section and s 9 of this Act, the Board may in its discretion award compensation to a person who is neither a tenant nor a sub-tenant if that person (hereinafter in this Act referred to as `the occupier`) -*
>
> (a) has been continuously using or occupying any part of the controlled premises prior to 1 January 1968;
>
> (b) has been paying to the landlord or a tenant, as the case may be, a sum of money, whether described as rent or not, as consideration for the use or occupation of such part of the controlled premises under an arrangement that does not constitute a tenancy;
>
> (c) is not by reason of such user or occupation in breach of any of the terms of a tenancy made between the landlord and the tenant, or if he is, such breach has been waived or acquiesced in by the landlord;

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

> (d) is bound to vacate such part of the controlled premises consequent upon an order of the Board made in the landlord`s favour under s 4 of this Act.

4 If the applicant complies with sub-ss (a), (b), (c) and (d) of s 9A it appears to me that he should qualify for compensation even though he may not be in occupation as tenant and is merely in physical occupation. Counsel for the landlords conceded, and, in my view, rightly, that the applicant complied with the provisions of sub-ss (a), (b) and (d). He, however, contended that the applicant had offended against the provisions of (c) and was therefore ineligible for compensation. The evidence of the applicant before the Board was that he had paid rent for the premises for the period 27 November to 31 December 1967 and that the receipt for such payment had been issued in the name of Arcade News Co; this evidence was not controverted by the landlords. The applicant was, however, unable to produce the rent receipt for the period 27 November to 31 December 1967. The fact of payment of rent for the premises by the applicant is further substantiated by the applicant firm`s accounts for the year 1967, which show that a sum of $92 odd was paid as at 31 December 1967. It is to be noted that the receipts for payment of water consumption in respect of the premises for the months of October and November 1967 are in the name of the Arcade News Co whereas under the tenancy agreement produced by the landlords, Mr Alwee Alkaff was the tenant of the premises from 1 October 1967 to 31 December 1967. Further, these two receipts were in the possession of the applicant and produced by him at the hearing.

5 On the evidence before the Board I am satisfied that the landlords were aware that the applicant was in physical occupation of the premises in question and what is more, had accepted payment for water consumption for the months of October and November 1967. This aspect of the case was not, it seems to me,

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

canvassed before the Board. Had it been, the result would, I feel, have been different.

6 I now remit this matter to the Board for assessment of compensation to the applicant. ***Application allowed.***

A P Rajah J

V Ramakrishnan (V Ramakrishnan & Co) for the applicant
Goh Joon Seng (Chan Goh & Co) for the respondent

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