IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1987] SGHC 21

Suit 4921/1986

Between

Isume Co Pte Ltd

… *Plaintiff*

And

Ho Shing Construction Co Pte Ltd

… *Defendant*

GROUNDS OF DECISION

Civil Procedure — Appeals

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.

Isume Co Pte Ltd v Ho Shing Construction Co Pte Ltd

[1987] SGHC 21

Suit 4921/1986
L P Thean J
22 June 1987

1 This was an appeal against the decision of the Registrar given on 9 March 1987 in which, on an application under O 14 of the Rules of Supreme Court, he gave judgment to the plaintiffs for the amount claimed together with interest and costs.

2 The plaintiffs claimed a sum of $52,278.28, representing the balance due from the defendants for work done under a contract made between the plaintiffs and the defendants and hire charges for certain machines let out on hire by the plaintiffs to the defendants. There was no dispute on the amount due to the plaintiffs, but the defendants contended that the plaintiffs had sued a wrong party and that the defendants were not the party liable to pay such amount. The party liable, they said, was Shinju Pte Ltd (Shinju). That was the only defence raised by the defendants and it was submitted on their behalf that that was a triable issue and the defendants ought to be given leave to defend. Having regard to the contemporaneous documents signed or executed on behalf of the plaintiffs and the defendants in relation to the transactions in question at the material times, I considered that such a defence must fail. Accordingly, after hearing the arguments advanced on behalf of the defendants and the plaintiffs respectively,

I agreed with the decision of the learned Registrar and dismissed the appeal with costs.

3 The amount claimed by the plaintiffs was made up of two components: (i) a sum of $21,024.42 due from the defendants for work done pursuant to an agreement made between the plaintiffs and the defendants, and (ii) a sum of $31,253.86 due from the defendants as hire charges for machines let out on hire by the plaintiffs to the defendants. Insofar as the first amount was concerned, it arose out of the agreement in writing made between the plaintiffs and the defendants on 23 May 1984, and the agreement was made by way of a letter from the plaintiffs to the defendants setting out a quotation of the costs of materials and labour for the work to be carried out and a confirmation and acceptance of the quotation on behalf and in the name of the defendants. There was no mistake, and indeed there could be no mistake, as to who the parties were to this agreement. On this point, there was not the slightest suggestion in any of the affidavits affirmed and filed on behalf of the defendants that the signatory to the confirmation and acceptance on behalf of the defendants mistakenly thought that he was signing it on behalf of Shinju or thought that the letter was addressed to Shinju. Subsequently, after the work had been carried out, the plaintiffs forwarded to the defendants two statements of account dated 28 May 1986 and 30 May 1986. These statements had been subject to certain alterations made manually, and showed that the two sums of $6,853.48 and $14,170.94 (totalling $21,024.42) were due, and both the statements were confirmed as correct by one Ng Yap Hua, the project manager, on behalf and in the name of the defendants. However, Ng Yap Hua in his affidavit affirmed on 22 January 1987 said:

> *4 When the plaintiffs gave me a statement of confirmation to correctness of the account, I mistakenly used the Ho Shing Construction Co Pte Ltd`s chop instead of Shinju Pte Ltd. In fact,*

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

> *I mistakenly signed the statement of account which was intended to confirm the account for Shinju Pte Ltd not the defendants as I was always confused myself with the two Companies which I am working for.*

4 I do not see how such a stand could really be maintained. The statements were addressed to the defendants, and it does not appear to me that any ` chop` of the defendants was stamped on the statements. Immediately below the signature of Ng Yap Hua in each statement were written clearly and unmistakenly the names of the defendants and Ng Yap Hua. Clearly he must have seen his name before he signed it; clearly also he must have seen the name of the defendants. It was not suggested by Ng Yap Hua that he was illiterate and was unable to read and write English. Both the statements contained manual alterations of the various figures therein, and, presumably, these statements were examined and discussed, and the various amounts were negotiated before they were confirmed as correct by Ng Yap Hua on behalf and in the name of the defendants. In the circumstances, it seems to me totally reckless and irresponsible on the part of both Ng Yap Hua and Poh Chee Kim, the latter as a director of the defendants, to depose in their respective affidavits to the effect that by mistake the former used `the wrong company`s chop` to confirm the amounts due to the plaintiffs. In the face of these documents, I can only say that such depositions were blatantly untrue.

5 As for the amount of $31,253.86 due to the plaintiffs for the hiring of the plaintiffs` machines, these machines were hired out by the plaintiffs in the course of carrying out the works undertaken pursuant to the agreement. Ching Ming Tack a director of the plaintiffs, in his affidavit affirmed on 3 October 1986, said:

> *5 In the course of carrying out these works for the defendants the plaintiffs let on hire and for the defendants` use machineries*

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

> *from 31 May 1984 to 31 May 1986 and the hire due to the plaintiffs amounted to S$31,253.86.*

6 In none of the affidavits deposed to and filed on behalf of the defendants was it ever denied that the machines were hired from the plaintiffs in the course of carrying out the works under the contract. Further, in respect of the hiring of the machines, another director of the plaintiffs, Ching Ban Faat, in his affidavit affirmed on 26 February 1987, produced and exhibited the daily hire chits, which were all duly signed by the defendants` site supervisors or engineers and these chits were all addressed to the defendants. He further said that at the end of each month, the plaintiffs sent to the defendants invoices attaching these hire chits together with a statement of account for the amount due in respect of the machines hired. No protests whatsoever had ever been received from the defendants that a wrong party had been billed. A bundle of these documents in support was exhibited.

7 In support of the defence that the party liable to the plaintiffs for the sum claimed was Shinju, the, defendants sought to rely on several matters. First, they said that the defendants were the main contractors of the Public Works Department for the whole project known as `Project Mindef SP141/ 83, Construction And Completion of Rigid And Flexible Pavement Associated Drainage System And Ancillary Works at Paya Lebar Airbase, Contract 1 B, Singapore` and that they had sub-contracted the works to Great Bambus (Pte) Ltd which in turn sub-contracted the works to Shinju, and that it was Shinju which sub-contracted the works to the plaintiffs. That is an internal matter between the defendants and its associate or affiliated companies; so far as the plaintiffs are concerned, they made the agreement of 23 May 1984 with the defendants and no one else. There was not the slightest doubt as to who the parties were to this agreement. Secondly, the defendants relied on the cheques

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

drawn by Shinju in payment to the plaintiffs, and on the cheque vouchers and ledgers of Shinju. That again is an internal matter, and so far as the plaintiffs are concerned, they were at liberty to accept, and they did accept, cheques tendered in payment of the amounts owed irrespective of whether such cheques were drawn by the defendants or others. Lastly, the defendants said that in another action the plaintiffs claimed against Shinju. That action seems to me to be an entirely different matter and has no bearing on the matter in this action.

8 In the result, I could come to no other conclusion than that the defence raised by the defendants was a sham and adopted for the purpose of delay and was hopelessly unsustainable.

9 ***Appeal dismissed.***

L P Thean J

Lawrence Boo (Haridass Ho & Partners) for the plaintiffs
Tan See Swan (Tan See Swan & Co) for the defendants

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