

IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE

[1992] SGCA 18

CA 29/1989

Between

Tay Theng Khoon
Another

... Appellant

And

Lee Kim Tah (Pte) Ltd

... Respondent

GROUNDS OF DECISION

Land — Sale of land — Contract; Words and Phrases

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.

Tay Theng Khoon and Another v Lee Kim Tah (Pte) Ltd

[1992] SGCA 18

CA 29/1989

Warren Khoo L H J; Lai Kew Chai J; Yong Pung How CJ

06 March 1992

1 Cur Adv Vult

2 ***The facts***

3 The appellants in this case were at the material time the owners of a freehold property consisting of two contiguous lots of land marked on the government resurvey map as Lots 414-63 and 414-64 of Mukim XVII (‘the property’). Lot 414-63 has an area of approximately 1505.2sq m on which there is, or once was, a house known as No 24 Lorong Biawak, Singapore, and Lot 414-64 is a narrow strip of land, with an area of 84.4sq m fronting the road.

4 On 23 December 1987, the appellants granted to one Tan Sim Guan (‘Tan’) an option to purchase the property at the price of \$858,706 on terms and conditions set out in the option. The option was to be exercised by 13 January 1988. The appellants had agreed that the benefit of the option could be assigned. On 13 January 1988, prior to the time of expiry of the offer, the respondents as the assignees of Tan, exercised the option thus bringing into effect a valid and binding agreement (‘the agreement’) for the sale and purchase of the property.

5 For the purposes of this appeal, the material terms of the agreement are cll 7 and 8 and they provide as follows:

(7) ... the property is sold subject to the purchaser receiving **satisfactory replies** to all requisitions from the relevant competent authorities including that of the Traffic Manager, Mass Rapid Transit Corporation. If any such reply shall be unsatisfactory the purchaser shall have the right so long as they produce evidence thereof to the vendor to withdraw from the purchase in which case the vendor shall refund to the purchaser the deposit paid hereunder free of interest and thereupon this agreement shall absolutely cease and determine and be null and void and of no effect and neither party hereto shall have any claim whatsoever against the other provided always that no such reply shall be construed to be unsatisfactory if the property is affected by any notice under any statute which is capable of being complied with by and at the expense of the vendor so long as such notice shall have been served in respect of the property prior to the date of completion hereof **nor shall the purchaser be entitled to withdraw from the purchase if the reply discloses that the property is not adversely affected by any drainage or other proposal of government** and provided further that if no notice hereunder is received by the vendor from the purchaser within eight(8) weeks from the date hereof the purchaser shall be deemed to have received satisfactory replies and the purchaser shall not be entitled to withdraw from the purchase.

(8) Notwithstanding anything herein, the purchaser shall be entitled to withdraw from this purchase if the government shall deny planning permission for the development of the property for residential purposes. (Emphasis added.)

6 Prior to the grant of the option, there had been negotiations between the appellants and one Clement Low who at the time was interested in purchasing the property. While the negotiations were in progress, an application for the development of the property was submitted to the Development and Building Control Division (`DBCD`) of Public Works Department, Ministry of National Development. That application was made in the names of the appellants as the owners and of Clement Low as the prospective purchaser, and the layout plan for the proposed development was drawn by Clement Low`s architects, Messrs

James Yip & Partners, who submitted the application to DBCD. The proposed development was the construction on Lot 414-63 of three units of two-storey terrace houses fronting Lorong Biawak and one unit of two-storey detached house at the rear. Subsequently, negotiations between the appellants and Clement Low were aborted but neither of them took any step to withdraw the application. Hence, at the date when the agreement was made that application was still pending before DBCD. Following the making of the agreement and pursuant to a discussion with the solicitors for the respondents, the solicitors for the appellants on 2 February 1988 informed DBCD of the sale of the property to the respondents and confirmed that the appellants had no objection to the respondents submitting to DBCD their plans for development. Later, on 5 February 1988, the solicitors for the appellants wrote to the solicitors for the respondents stating, *inter alia*, that they had been informally advised by DBCD that it might be quicker to await the outcome on that first application for planning permission, and if in-principle approval was given, to subsequently put in the respondents' final plans, rather than to now put in their initial plans, as much time would be wasted in the DBCD having to consider in-principle approval from scratch. In response, the respondents' solicitors by their letter of 13 February 1988 agreed to that suggestion. LP Thean J found, and this was not challenged before us, that this letter meant that the respondents agreed to accept the application which was then pending before DBCD. On the same day the solicitors for the appellants wrote again to the solicitors for the respondents informing them that they had learnt from DBCD that 'in-principle planning permission for the development of the property for residential purposes' had been given and suggested that the respondents might wish to proceed with the lodgement of final plans for development. The approval in principle, in fact, was given by DBCD on 15 February 1988 as evidenced by their letter of that

date written to Messrs James Yip & Partners. The approval was, however, subject to six conditions, one of which was as follows:

Rezoning of the portion of the site within public open space to residential zone together with payment of the requisite development charge.

7 On the same day of 15 February 1988 the respondents' solicitors wrote to the appellants' solicitors stating that they had received:

- (i) a road interpretation plan showing that the property would be affected by road improvement. The improvement would involve the provision of a hammerhead shaped cul-de-sac made up of the whole of Lot 414-64 and a part of Lot 414-63, and
- (ii) a reply from DBCD to their requisition showing that part of the property was zoned public open space and therefore not available for development for residential purposes (the DBCD reply).

8 These replies to the requisitions, they said, were unsatisfactory, and on behalf of the respondents they invoked cl 7 of the agreement and gave notice that the respondents reserved their right to withdraw from the purchase. Subsequently, by a letter dated 4 March 1988, they confirmed the respondents' withdrawal from the purchase of the property.

9 Soon thereafter, negotiations presumably took place between the appellants and the respondents with the view to resolving the differences, but these proved unsuccessful. In consequence, the appellants took out this vendor-purchaser's summons claiming various reliefs against the respondents. Subsequent to the filing of the originating summons, the property was sold off at approximately the same price as the agreement price with the result that the determination of the summons would affect only the question of entitlement to the deposit paid. At the hearing before the learned judge, the respondents raised

a further ground for withdrawing from the purchase. They invoked cl 8 of the agreement and maintained that they were entitled to withdraw on the ground that the government had refused planning permission for development of the property for residential purposes. Accordingly, there were, as the learned judge held, two main issues before him, namely:

(1) whether by reason of

(a) the road interpretation plan; and/or

(b) the reply from DBCD on zoning, the respondents were entitled under cl 7 of the agreement to withdraw from the purchase of the property; and

(2) whether there had been a denial or refusal by the government of planning permission for development of the property for residential purposes so as to entitle the respondents under cl 8 of the agreement to withdraw from the purchase.

10 The learned judge found in favour of the appellants on issue 1(a), ie he found that a reasonably determined purchaser buying the property for the purpose of residential development would not find the road interpretation plan of around 15 February 1988 unsatisfactory. The learned judge also found in favour of the appellants on issue 2. He found that the approval in principle for residential development subject to rezoning the public open space area and a development charge of \$185,359 was not a denial of planning permission within cl 8 of the agreement. In his view, although the development charge was onerous and was not contemplated by the respondents at the time of the agreement, it was `... an incidence of liability flowing from the approval given by the DBCD which they must accept ...` and did not amount to a denial of planning permission. The respondents have not cross-appealed against the determination of those two issues.

11 As regards issue 1(b), the learned judge found that the reply by DBCD dated 9 February 1988 was an unsatisfactory reply. He further held that the reply was a government proposal which adversely affected the land. Consequently, he held that the respondents were entitled to withdraw under cl 7 of the agreement and ordered that the deposit of \$85,870.60 paid under the agreement, together with the interest accrued from the deposit of that amount in an interest-bearing account in the joint names of the parties' solicitors, be paid to the respondents. He also ordered that the appellants pay to the respondents half the costs of the proceedings. The appellants appealed against these orders.

12 **Whether the DBCD reply was satisfactory**

13 The DBCD reply is dated 9 February 1988 and this indicated that the property was not affected by any government gazette notification and was zoned 'residential/public open space'. The reply also indicated that a proposal to develop the property had not been approved and the attached explanation on this read:

Outline application for proposed erection of four two-storey terrace houses. Refused on 18 October 1983 on grounds that it is not the policy to allow private development on lands zoned public open space in the master plan.

14 However, the applicant was advised to submit a formal application for bungalow development on the portion of the subject site that is zoned residential in the master plan. The layout should also take into account the provision of a hammerhead cul-de-sac.

15 The outline application was, as stated above, the application made by Clement Low when he had been negotiating to buy the property, and the requirement of a provision of a hammerhead cul-de-sac was that required by the

road interpretation plan of around 15 February 1988. The DBCD reply did not, however, specify the portions of the property zoned residential and public open space. The particulars were made known to the respondents from a zone interpretation plan which the respondents obtained from Messrs James Yip & Partners on or about 5 May 1988. The zone interpretation plan is dated 15 December 1987 and showed that 976.2sq m was public open space and 529sq m was zoned residential, ie about 61.5% and 38.5% respectively. The whole Lot 414-64 was zoned residential. If, as the learned judge approached the issue, it is accepted that Lot 414-64 was to be ignored for practical purposes (since it must have been within the reasonable contemplation of the parties that it would be taken up by road improvements), then nearly 65% of the property was zoned public open space.

16 The learned judge held that the reply would be unsatisfactory to a reasonably determined purchaser (as it was agreed that the wording of cl 7 made the test an objective one):

... if Lot 414-63 is to be developed for residential purposes as contemplated by both parties - which was evidenced by the layout plan submitted to DBCD - the area zoned public open space will have to be rezoned permanent residential and on such rezoning a development charge will have to be paid. This was fully borne out by the subsequent event, namely, the grant of approval in principle by DBCD for residential development, which was subject, inter alia, to rezoning and payment of a development charge. In the circumstances and looking at the DBCD reply objectively, it is plainly unsatisfactory; ...

17 The factors involved in an objective determination of whether a reply to a legal requisition is satisfactory have, in our view, been correctly set out by the High Court in **Chu Yik Man v S Rajagopal & Co & Anor** [1987] 2 MLJ 557. In the view of the High Court, the phrase `satisfactory reply to requisitions`

... is intended to give the purchaser substantially what he has bargained for, taking into account his purpose in purchasing the

property and such other circumstances which would have a direct or indirect effect on the fulfilments [sic] of that purpose.

18 The above passage has been followed recently in **Lim Kim Lian v Swee Eng Heng** [1988] 1 MLJ 227 and **Wong Meng Yuen Eddie & Anor v Soh Chee Kong & Ors** [1990] 3 MLJ 352

19 While the parties agreed that the stated factors were the relevant ones, counsel for the appellants emphasized that the reference to a purchaser's purpose in buying the property was particularly relevant in this case. Here, the respondents intended to redevelop the property and, Mr Quek argued, therefore whether the reply was satisfactory depended on whether it impeded the redevelopment. He then pointed out that the DBCD had given approval in principle to plans to redevelop in their letter dated 15 February 1988, subject, of course, to the above-stated development charge. Urging us to take a broad and practical view of the matter, he said that this approval in principle gave the respondents substantially what they had bargained for. The development charge was not unsatisfactory for several reasons: the purchase price reflected the zoning of the property; the respondents, being experienced developers, must have known of the need to pay a development charge; and the value of the property when rezoned would be enhanced to a greater extent than the amount of the development charge. Mr Quek also focused on cl 8. He said that since the learned judge had decided that the development charge did not amount to a denial of planning permission, it was inconsistent of him to then hold that zoning of the property was unsatisfactory. Alternatively, it was said that since cl 8 dealt expressly with planning permission, the issue of whether the zoning was satisfactory had to be determined according to the criteria set by cl 8.

20 We are unable to accept the appellants' contentions on this point. The starting point for the determination of whether a purchaser may exercise a right

of withdrawal given to him by the contract for the sale of land has to be the true construction of the contract. Here cl 7 gives the respondents the right to withdraw if the **reply to a legal requisition** is unsatisfactory. The right of withdrawal therefore depends on the satisfactoriness of the DBCD reply dated 9 February (as interpreted according to the zone interpretation plan: see **Peh Kwee Yong v Sinar Co (Pte) Ltd** [1987] 2 MLJ 533 and not on the letter dated 15 February from the DBCD to Messrs James Yip & Partners. Now, in view of cl 8 of the agreement, it is clear that the respondents purchased the property with the intention of developing residential premises on it. As s 10(5) of the Planning Act (Cap 232, 1990 Ed) (‘the Act’) requires the competent authority to ‘... act in conformity with the provisions of the Master Plan and any Certified Interpretation Plan in so far as they may be material ...’ when dealing with an application for development, it is quite plain that the zoning of about 65% of the property as public open space would not give the respondents substantially what they have bargained for since they cannot build on those parts of the property.

21 **The proviso to cl 7**

22 Consequently, it is for the appellants to bring themselves within the provisos in cl 7 (see the High Court decision in **Wong Meng Yuen Eddie v Soh Chee Kong** [1990] 3 MLJ 352) if they are to show that the respondents were not entitled to withdraw. It is not disputed that the applicable proviso is the second one and this reads:

... nor shall the purchaser be entitled to withdraw from the purchase if the reply discloses that the property is not adversely affected by any drainage or other proposal of government ...

23 The learned judge’s construction of this was as follows:

The wording of the second proviso is couched with double negatives as follows: ‘nor shall the purchaser be entitled to

withdraw from the purchase if the reply discloses that the property is not adversely affected by any drainage or other proposal of government`. Stripped of the awkwardness of the phraseology, the proviso means that the purchaser is entitled to withdraw from the purchase if the reply discloses that the property is adversely affected by `any drainage or other proposal of government`. Drainage does not arise here and is irrelevant. The question is whether the DBCD reply (as amplified by the zone interpretation plan) discloses that the property is adversely affected by any `proposal of government`. The DBCD reply discloses, inter alia, that the property is adversely affected by the public open space zoning which inhibits future development of the property, and the question is whether what is disclosed is or amounts to a `proposal of government`, and that question turns on the true construction of the word, `proposal`.

24 We pause here to note the argument made by Mr Quek that the DBCD reply did not adversely affect the property. The reasons put forward in support of this argument were essentially the same as those advanced to show that the DBCD reply was satisfactory. This argument fails as it is clear that this reply is unsatisfactory in that it adversely affects the property and on this point we agree with the learned judge`s view of the proviso. The learned judge then went on to construe the term `proposal`:

*The word, `proposal`, is not a term of art and should be given its ordinary meaning and be construed in the context of cl 7. In its ordinary sense, the word means an offer, suggestion or putting forward of anything for consideration. According to **The Oxford English Dictionary**, it means also `the action, or an act, of putting before the mind; setting forth, propounding, statement`. **It seems to me that in the context of cl 7 the word `proposal`, cannot receive only a narrow meaning such as an offer or suggestion or putting forward of anything for consideration; it must be given a broader meaning, and includes any statement, plan, scheme or thing set forth or put forward.** First, cl 7 deals with replies to requisition from competent authorities and not all the replies contain proposal in the narrow sense of an offer or suggestion. Secondly, the second proviso qualifies the right of a purchaser to withdraw from purchase of the property in the event of a reply to the requisition being unsatisfactory - such right being given in the first part of cl 7 - and it seems to me that this proviso is intended to set a criterion for determining the unsatisfactoriness of a reply to the requisition so that for a reply to be considered as unsatisfactory*

it must disclose some statement, scheme, plan or thing that adversely affects the property, its use or enjoyment, present or future.` (Emphasis is ours.)

25 The learned judge went on to find the DBCD reply was a proposal in the broad sense for the following reasons:

Reverting now to the DBCD reply, it is true it does not disclose any proposal in the sense of an offer or suggestion of the government, but it discloses public open space zoning on the property or part of it, at any rate - as shown subsequently on the zone interpretation plan - and such zoning inhibits or adversely affects the future use or development of the property and, particularly in this case, the development of the property for residential purposes as contemplated by the parties. For the reasons I have given, I am of the opinion that the DBCD reply discloses that the property is adversely affected by a `proposal of government` within the meaning of the second proviso to cl 7, and in my judgment, the defendants were entitled under cl 7 to withdraw from the purchase of the property, which they did.

26 We are unable to agree with the width the learned judge gives to the meaning of the word `proposal`. The word `proposal` is not a term of art and accordingly, it should be construed in its ordinary and grammatical sense. The ordinary meaning of the word `proposal` is, as defined in the **Shorter Oxford English Dictionary**, `the action, or an act, of putting before the mind; setting forth, propounding, statement ... The action, or an act, of proposing something to be done; an offer to do something; a scheme or a plan proposed ...`. It is a general rule of construction that a word should be given its ordinary meaning except to the extent that some modification is necessary to avoid absurdity, inconsistency or repugnancy. Furthermore, a word has to be of imprecise meaning before it is construed more widely than its ordinary meaning: **Tophams Ltd v Earl of Sefton** [1967] 1 AC 50[1966] 1 All ER 1039 **Norwich Union Life Insurance Society v British Railways Board** [1987] 2 EGLR 137[1987] 283 EG 846

27 In the present case, the learned judge has given two reasons for departing from the ordinary meaning of the word `proposal`. Firstly, not all replies to requisitions contain proposals in the ordinary sense. Secondly, the proviso is intended to limit the right of withdrawal given by the first part of cl 7. While we would agree with both observations we, however, do not draw the same conclusion that they are sufficient reasons for departing from the ordinary meaning. The fact that not all replies to requisitions contain `proposals` is, in our view, precisely why the word was chosen as this would have the effect of limiting the right of withdrawal. Giving a broad meaning to `proposal` has the effect of equating the proviso to the first part of cl 7, ie an unsatisfactory reply would ex hypothesi contain a `statement, plan, scheme or thing` that adversely affects the property. This would defeat the purpose of the proviso.

28 In addition to these considerations, we find assistance in the construction of the term `proposal` from two cases on charterparties. In **Mardof Peach & Co Ltd v Attica Sea Carriers Corp Of Liberia** [1977] AC 850[1977] 1 All ER 545 the English House of Lords had to consider a withdrawal clause in a time charter. Clause 5 of the charterparty gave the owners of the vessel the right to withdraw the vessel `... failing the punctual and regular payment of the hire ...`. The hire in issue fell due on 12 April 1970, a Sunday. The charterers tendered the hire on Monday, 13 April 1970. Their Lordships held that this payment was in breach of cl 5 and a right to withdraw had accrued to the owners. Their Lordships emphasized that cl 5 had to be given its ordinary meaning. In the words of Lord Wilberforce (at p 867):

My Lords, I cannot find any difficulty or ambiguity in this clause. It must mean that once a punctual payment of any instalment has not been made, a right of withdrawal accrues to the owners. Conversely, it is incapable of meaning that a charterer who has failed to make a punctual payment, can (unless the owners have waived the default) avoid the consequences of his failure by later tendering an unpunctual payment. He would still have failed to

make a punctual payment, and it is on this failure and by reason of it that the owners get the right to withdraw.

29 The learned Lords stressed that while the withdrawal clause was not a `forfeiture clause` in the legal sense of that term as used in leases, the owner had to show that the circumstances in which his right to withdraw arose had been strictly complied with. Again, in the words of Lord Wilberforce (at p 870):

I would certainly go so far as to agree that the owner has to show that the conditions necessary to entitle him to withdraw have been strictly complied with: but equally I would not overlook the fact that there are very good reasons why the charterer should punctiliously comply with the provisions as to the payment of hire
...

30 The need for strict compliance with the conditions precedent to the accrual of a right of withdrawal from a charterparty was repeated by the learned Lords in **Afovos Shipping Co SA v Romano Pagnan (trading as R Pagnan & Flli)** [1983] 1 WLR 195[1983] 1 All ER 449 .

31 In the instant appeal, cl 7 of the agreement is, in a sense, an option to withdraw exercisable upon the occurrence of certain events. If the reasoning from the charterparty cases may be transposed, then the events upon which the respondents can withdraw from the agreement have to be strictly complied with. Logically, this requirement means that the events giving rise to the right of withdrawal have to be capable of ascertainment. This need for certainty militates against a broad construction of the term `proposal`. We are, moreover, supported by the consideration that the provisos are clearly intended to cut down on the scope for disagreement arising from the fluidity of the adjective `satisfactory` in cl 7. In our view, this consideration carries the consequence that the events in the proviso need to be ascertainable in advance and therefore should not be construed too broadly.

32 Accordingly, we now have to consider whether the zoning of a property comes within the scope of the ordinary meaning of the term `proposal` in the context of local conveyancing practice. Counsel for the respondents contended that since the zoning of a piece of property was set out in the master plan which determines land use, it was a scheme that had been proposed by the government and therefore a `proposal`. Counsel sought to support his argument by reference to **Wong Meng Yuen Eddie v Soh Chee Kong** [1990] 3 MLJ 352. That case was concerned with a road interpretation plan containing a proposal to improve the road fronted by the subject property when it was redeveloped. It was not disputed that the authorities had no current programme to improve the road and it was therefore argued that there was in fact no proposal. Karthigesu JC (as he then was) rejected the argument saying:

The proposal is the widening of Lorong 10 Geylang and the fact that there is no current programme does not make the proposal any less a proposal. The existing state of affairs is that there is a proposal and whenever implemented would affect the property
...

33 Counsel further supplemented his argument by pointing out that since the master plan is reviewed every five years, there was always a possibility that a property's zoning will be changed from one master plan to another.

34 Mr Loo for the appellants submitted that inherent in the term `proposal` is an element of change. The zoning of a piece of property merely confirmed the existing status of a property and there was no element of change.

35 We are unable to accept that the zoning of a piece of property is a `proposal`. In our view, the term `proposal` envisages a scheme or plan by which something is to be done. The decision in **Wong Meng Yuen Eddie v Soh Chee Kong** [1990] 3 MLJ 352 merely states that the scheme or plan need not be intended to be implemented immediately and it is no less a scheme or plan if

it is contingent upon the occurrence of a future uncertain event. We are not concerned with that situation here. It is our view that it would be artificial to construe the zoning of a property as a `proposal` since that word suggests that something is to be done. The master plan, together with the written statement, is a town-planning tool by which the government through the planning authorities seeks to control the development of land in Singapore. The master plan and written statement were first approved in 1958 under the Singapore Improvement Trust Ordinance, which Ordinance was repealed by what is now the Planning Act. Broadly, these two instruments set out what the planning authorities see as the desired way in which lands in Singapore should be used. The master plan and written statement are subject to periodical reviews under the Act, no doubt to take account of the fast changing social and economic conditions and needs of the country.

36 The planning authorities (the `competent authority` appointed under s 3 of the Act) go about controlling land uses by the granting and withholding of planning permissions, and the imposition of conditions in the granting of such permissions. In the exercise of their powers and functions, they are backed by legislation. It is provided by s 10 of the Act that no person shall develop or subdivide any land without the written permission of the competent authority. It is further provided by sub-s (5) of that section that in considering any application for permission to develop or subdivide land, the competent authority shall act in conformity with the provisions of the master plan. As is well said by a writer, Leung Yew Kwong in his book ***Development Land and Development Charge in Singapore***, development control achieves its objective by its largely negative, policing, function of refusing planning permission for a development.

37 As development control came into existence after the country had already undergone substantial development, it is not surprising that it does not

seek to alter existing land uses by any positive action, such as by the forced elimination of existing non-conforming uses. Rather, it does so by controlling future development, by controlling proposed uses, using the master plan as a guide. The master plan is merely a guide, albeit a powerful guide backed by legislation, by which the competent authority exercises planning control of future development by the means indicated above.

38 The fact that a property falls within a particular master plan zoning *per se* thus does not require the doing of anything to make it conform to the plan. An instance is where the development had taken place before the introduction of planning control. It is the development or subdivision of land without the permission of the competent authority that the Act seeks to prohibit.

39 Having regard to the purpose and function of the master plan as we have endeavoured to set out above, we do not accept the suggestion that the open space zoning constitutes a `proposal` within the meaning of the proviso in cl 7 of the agreement.

40 In contrast with this passive form of control under the planning legislation, government authorities and other public bodies do, of course, undertake the positive functions of constructing, improving and developing public infrastructure, such as roads, drainage and sewerage. Any proposal by the government to undertake such improvements would in our view fall within the meaning of the word `proposal` in the proviso in cl 7 of the agreement. The use of the phrase in the proviso `drainage and other government proposal` is apt to cover such proposals for positive action by the government, even though in many cases such proposals, eg a road widening, are held in abeyance until other development of surrounding land takes place.

41 We are mindful of the fact that in various sections of the Planning Act, the draughtsman speaks of `proposals` in the context of the master plan. Thus, in s 6, reference is made to the competent authority submitting proposals for alterations and additions to the master plan. However, we do not think this assists the respondent. It in fact fortifies the view that `proposal` connotes the doing of something. Obviously, a proposal to alter or add to the master plan is a proposal to do something to the master plan.

42 It follows that in our view, the ordinary meaning of the word `proposal` does not cover the DBCD reply and we therefore allow this appeal. The appellants are to have the costs of these proceedings both on appeal and in the High Court.

43 **Outcome:**

44 Appeal allowed.

Warren Khoo L H J
Lai Kew Chai J
Yong Pung How CJ

Quek Mong Hua (Lee & Lee) and Loo Choon Chiaw (Loo &
Partners) for the appellants
Thevanathan Pillay (RCH Lim & Co) for the respondents
