

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1992] SGHC 336

DC Suit No 1517 of 1990

Between

Credit Development (Private)
Limited

... Plaintiff

And

ATS Arts Centre Private
Limited

... Defendant

GROUND OF DECISION

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**Credit Development (Private) Limited v ATS Arts Centre
Private Limited**

[1992] SGHC 336

DC Suit No 1517 of 1990
Judith Prakash JC
31 December 1992

1 **JUDGMENT:**

2 **GROUND OF DECISION**

3 By a tenancy agreement made on 1 March 1987 between the plaintiffs as landlords and the defendants as tenants, the plaintiffs let to the defendants the premises known as unit #03-16 and #03-17, High Street Centre, Singapore ("the premises") for a term of three years commencing on 1 March 1987. The term thereby created expired on 28 February 1990 but the defendants did not surrender possession of the premises to the plaintiffs.

4 On 15 March 1990 the plaintiffs commenced this action to recover possession of the premises and mesne profits from 1 March 1990 until the date of redelivery of the premises. Subsequently the plaintiffs took out an application for interlocutory judgment. In response the defendants admitted that they had entered into the tenancy agreement described above and contended that by reason of an oral variation of the tenancy agreement the tenancy did not commence on 1 March 1987 but on 1 February 1989. They contended therefore

that the tenancy would expire only on 31 January 1992. The learned Deputy Registrar found no merit in the defendants' contention and entered judgment against them. The defendants appealed to this court.

5 The appeal in this action was heard before me at the same time as the defendants' appeal in D C Suit No 6162 of 1989. Counsel for the defendants agreed that the decision in the present action should follow the decision in the D C Suit No 6162 of 1989 as both actions related to the same tenancy agreement and the issues in both were identical. I dismissed the defendants' appeal in the other action for the reasons set out in the Grounds of Decision given therein a copy of which is annexed hereto and marked "A". For the same reasons, I dismissed the appeal herein. The defendants arguments that the term of the tenancy had commenced on 1 February 1989 instead of 1 March 1987 as provided in the written tenancy agreement were without merit. Accordingly the defendants should have surrendered possession of the premises on 28 February 1990.

Judith Prakash JC

Philip Jeyaretnam (Helen Yeo & Partners) for the plaintiffs
Genevieve Tan (Allen & Gledhill) for the defendants
