

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1993] SGHC 164

Suit No 1112 of 1992

Between

Ohyama Shomei Kabushiki
Kaisha also known as Ohyama
Lighting Co Ltd

... Plaintiff

And

New Light Electrical (Pte) Ltd

... Defendant

GROUND OF DECISION

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.

**Ohyama Shomei Kabushiki Kaisha also known as Ohyama
Lighting Co Ltd v New Light Electrical (Pte) Ltd**

[1993] SGHC 164

Suit No 1112 of 1992
Karthigesu JA
16 July 1993

1 **Judgment:**

2 Coram: Karthigesu J

3 **FOUNDATIONS OF JUDGMENT**

4 The defendants have appealed against my decision dismissing its appeal from the learned deputy registrar's order made on 27 January 1993 entering summary judgment for the plaintiffs in the sum of \$66,093.75 and interest at the rate of 5.75% per annum on the principal sum of \$62,500 from 14 February 1991 until judgment and thereafter interest at the rate of 8% per annum from 28 January 1993 until payment.

5 The facts pleaded by the plaintiffs by its statement of claim and verified by the affidavit of Yasunori Seri, the manager of the plaintiff company, filed herein on 1 December 1992 are as follows:

6 The plaintiffs are suppliers and manufacturers of electrical and lighting and related products. Between July 1984 and September 1984 the plaintiffs and the defendants jointly tendered for the manufacture, supply, delivery and installation and commissioning of light fittings to the Westin Stamford and Westin Plaza (Raffles City Project). The tender was duly accepted. Pursuant thereto the plaintiffs sold light fittings to the defendants amounting to Japanese yen 74,725,200 the equivalent of S\$636,662. Between 20 February 1986 and 2 March 1987 the defendants made several payments to the plaintiffs totalling \$386,662 leaving a balance of \$250,000.

7 The plaintiffs and the defendants had other joint ventures apart from the Raffles City Project in respect of which monies were due from the defendants to the plaintiffs. The plaintiffs and the defendants reached an understanding for the payment of all outstandings due to the plaintiffs from the defendants. In so far as the Raffles City Project was concerned the understanding evidenced by a document in writing dated 14 February 1987 was that the balance sum of \$250,000 due to the plaintiffs from the defendants as aforesaid would be treated as a loan and paid over a period of four years together with interest at the rate of 5.75% per annum. Pursuant to this understanding an agreement in writing was entered into on 13 August 1987 which provided a schedule of payment of the said sum of \$250,000 together with interest at the rate of 5.75% per annum. The schedule was as follows:

1st payment on 14 February 1988	\$62,500.00
Interest	\$14,375.00
	\$76,875.00
2nd payment on 14 February 1989	\$62,500.00
Interest	\$10,781.25

	\$73,281.25
3rd payment on 14 February 1990	\$62,500.00
Interest	\$ 7,187.50
	\$69,687.50
4th payment on 14 February 1991	\$62,500.00
Interest	\$ 3,593.75
	\$66,093.75

8 The defendants duly paid the 1st and 2nd payments but failed to pay the 3rd payment on its due date whereupon the plaintiffs sued the defendants for the 3rd payment in Suit 546 of 1990. A summary judgment was duly entered against which the defendants appealed first to a judge of the High Court and having failed in their appeal before the judge have appealed to the Court of Appeal which appeal I am told is still pending.

9 As with the 3rd payment the defendants failed to pay the 4th payment when it became due on 14 February 1991. Hence these proceedings.

10 The defendants did not file an affidavit disclosing its defence in these proceedings but filed a defence, which I understand was the same defence they had filed in Suit 546 of 1990. Before the learned deputy registrar the defendants sought an adjournment to file an affidavit disclosing their defence, but the learned deputy registrar, rightly in my view, refused the adjournment and after hearing further argument from both counsel representing the defendants and the plaintiffs entered summary judgment for the plaintiffs in terms of its claim.

11 Before me defendants' counsel submitted that the plaintiffs' claim was not a claim for the balance price of goods sold and delivered but in truth and in

fact a claim for monies lent. On this basis he argued the defendants ought to be given leave to defend. I saw no merit in this argument and dismissed the defendants' appeal without hearing plaintiffs' counsel. I also fixed the costs payable to the plaintiffs at \$1,500.

12 In my view this appeal ought to be heard together with the appeal in Suit 546 of 1990.

13 < This does not merit reporting. >

Karthigesu JA

Lee Mun Hooi (Lee Bon Leong & Co) for the defendants
Shantini Ramachandra (Wee Ramayah & Partners) for the plaintiffs
