IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1997] SGHC 219

Suit No 1675 of 1996

Between

Chesuyan Interior Design & Decoration Pte Ltd

… Plaintiff

And

La Cuisine Syndicate S P R L (S) Pte Ltd

… Defendant

GROUNDS OF DECISION

Version No 1: 20 Nov 2026 (00:35 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.

Chesuyan Interior Design & Decoration Pte Ltd v La Cuisine Syndicate S P R L (S) Pte Ltd

[1997] SGHC 219

Suit No 1675 of 1996
Judith Prakash J
27 August 1997

Judgment:

GROUNDS OF DECISION

1. This suit was commenced by the plaintiffs to recover damages for the alleged breach by the defendants of a contract between the parties whereunder the defendants agreed to supply the plaintiffs certain cabinet doors manufactured in Italy. The plaintiffs allege that the doors supplied were defective and were not made in Italy. The defendants deny both allegations.

2. In February this year, the plaintiffs applied to the Registrar for an order for further discovery against the defendants. They wanted the defendants to produce documents relating to the manufacture, transport, insurance and carriage by sea of the doors and other documents showing the origin of the doors supplied by the defendants under the contract.

3. On the hearing of the application, the learned Assistant Registrar made an order that the defendants produce for inspection the documents which the

plaintiffs had asked for except that the defendants were allowed to blank out the following particulars appearing in the documents:

(a) the names and addresses of suppliers save for the countries in which those suppliers operated;

(b) the prices of the goods supplied; and

(c) the names and addresses of agents save for the countries in which such agents operated.

The defendants were also to file an affidavit in respect of the portions of the documents blanked out specifying the grounds of their belief that such items were business secrets.

4. The plaintiffs appealed to a judge in chambers. They wanted the blanked out portions of the documents to be reinstated. I allowed the appeal to the extent that I ordered disclosure of the names and addresses of the suppliers and agents. I did not vary the order with respect to the blanking out of the prices. I also made an order that the plaintiffs were not to conduct any business with any of the suppliers or agents revealed by the defendants unless they were already dealing with them. The defendants have appealed against this decision.

5. The defendants' argument was that the plaintiffs and the defendants were in the same trade, that is the contract furniture trade. Therefore the plaintiffs and defendants were in direct competition with each other with regards to, inter alia, the prices which they charge for the product, the sources from which they obtained their goods and all other related information. The parts blanked out of the documents were trade secrets belonging to the defendants. Further, the

Version No 1: 20 Nov 2026 (00:35 hrs)

portions blanked out were the goodwill and property of the defendants since such information was not generally available to the public or parties involved in the contract furniture trade.

6. The defendants also submitted that the issue was whether the goods were from Italy. The names and addresses of the suppliers were not relevant. Only the country of origin was relevant and that was the reason for the Assistant Registrar's order. They said that the parts blanked out should be left as they were and the trial judge would be in a position to deal with the matter at a later stage. The defendants were also concerned that if the information were divulged the plaintiffs would use it to their advantage and to the detriment of the defendants.

7. Whilst I recognised the defendants' concerns and that is why I made an order restricting the use of the information by the plaintiffs, I could not accept that they were entitled to delete the names and addresses entirely. It was a fact in issue as to where the goods originated from and the plaintiffs were entitled to see the documents which would establish this fact. When the documents were received pursuant to the court order, however, it was impossible for the plaintiffs to obtain much assistance in determining that issue or in preparing for the hearing which is one of the purposes of discovery.

8. As counsel for the plaintiffs pointed out, by reference to the documents produced, they were not intelligible. He showed me some of the documents. One of them was a delivery order or perhaps an invoice. It referred to a consignor named Tat Mun Investment, a company which was not the defendant company. The supplier's name was not there and the purchase order referred to in the document was not produced. It was impossible to tell what that document had to do with the case at hand. The next document was similar. The third

Version No 1: 20 Nov 2026 (00:35 hrs)

document had so much blanked out that it was difficult to make sense of it. The fourth and fifth documents were notifications from a freight company notifying the arrival of a ship and the sixth document was a bill of lading in which the notify party was Tat Mun Investment. No packing list was provided and there was no document relating to payment made to the Italian suppliers. Not only was it difficult to determine whether the documents related to this case but it was also hard to ascertain whether a complete set of the relevant documents had been supplied.

9. The stand of the defendants as pointed out earlier was that the information was a trade secret. Trade secrets, however, as plaintiffs' counsel pointed out, are not, as such, privileged information in Singapore. Sections 124 to 128 of the Evidence Act (Cap 97) specify the categories of information that are privileged. Trade secrets do not fall within any of these categories and all the details which the defendants were chary of revealing could be asked of them during cross-examination and they would have to answer the questions.

10. I agreed that full discovery ought to be given by the defendants in order to enable the plaintiffs to properly prepare their case for hearing. The information concerned was not privileged under our law and therefore had to be disclosed. It was clear from the documents already produced that the order for discovery had to some extent been rendered nugatory since the permitted excisions made such documents meaningless and incomplete. I therefore allowed the appeal.

JUDITH PRAKASH

JUDGE

Version No 1: 20 Nov 2026 (00:35 hrs)

Chesuyan Interior Design & Decoration Pte Ltd v La Cuisine Syndicate S P R L (S) Pte Ltd [1997] SGHC 219

Judith Prakash J

N Sreenivasan (Derrick, Ravi & Partners) for the plaintiff
Xhuanelado Owen (Bernard, Rada, Barker & Pauline Chen) for the defendants

---

Version No 1: 20 Nov 2026 (00:35 hrs)