

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

GROUND OF DECISION

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**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

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Judgment:

2 **FOUNDATIONS** OF

DECISION

3 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.

4 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.

5 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:

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

suppliers operated;

7 (b) the prices of the goods supplied; and

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

operated.

9 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.

10 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.

11 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 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.

12 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.

13 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.

14 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 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.

15 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
charged of

revealing could be asked of them during cross-examination and they would have
to answer

the questions.

16 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.

17 JUDITH PRAKASH

18 JUDGE

Judith Prakash J

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