

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1998] SGHC 118

Suit No 21594 of 1997

Between

Sunseekers (88) Pte Ltd
(formerly known as
Sunseekers (Pte) Ltd)

... Plaintiff

And

Leo Travel & Transportation
(Pte) Limited

... Defendant

GROUND OF DECISION

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Sunseekers (88) Pte Ltd (formerly known as Sunseekers (Pte) Ltd) v Leo Travel & Transportation (Pte) Limited

[1998] SGHC 118

Suit No 21594 of 1997
Christopher Lau JC
17 April 1998

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Judgment:

2 **GROUND OF DECISION**

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4 1. The hearing before

me concerned an appeal by the plaintiffs and an appeal by the defendants against the

decision of the Deputy Registrar on the plaintiffs' application for summary judgment

against the defendants for the sum of S\$17,951.00, interest and costs, granting

conditional leave to defend on the defendants' furnishing a bank guarantee to the

plaintiffs in respect of the plaintiffs' claim.

5 2. I dismissed the

defendants' appeal, allowed the plaintiffs' appeal therefore allowing the

plaintiffs' claim for summary judgment for S\$17,951.00, interest and costs which I

fixed at S\$1,800.00 in respect of the proceedings in the court below and
S\$1,000.00 in

respect of the hearing before me. These are my reasons.

6 3. The plaintiffs'

claim was for the cost of airtickets that they had supplied to the defendants at their

request. In the summary judgment application, they had exhibited copies of the

defendants' exchange orders all dated 12 June 1997 signed by the defendants as well

as the subsequent invoices dated 29 June 1997 issued by the plaintiffs as evidence of

their claim.

7 4. The defence was that the

claim had been wrongly brought. It ought to have been brought against one Rajoo Kamalambal

("Rajoo"). In an affidavit filed in support of this defence, Rajoo claimed that

the plaintiffs had never in fact supplied the tickets to the defendants but to her. She

alleged that she had issued the exchange orders to the plaintiffs as part of an

arrangement that she had arrived at with Mrs Chellam, one of the plaintiffs'

directors and that in reality the plaintiffs' claim was part of a larger loan (of

S\$163,673.00) which the plaintiffs had extended to her and in respect of which they had

already obtained judgment against her.

8 5. In support, Rajoo

referred to a Promissory Note that she had signed in which she had acknowledged she owed

this sum of S\$163,673.00. In that Promissory Note, there was a reference to this loan

consisting of airtickets amounting to S\$17,693.00 advanced by the plaintiffs to her

(a) by means of an Indian Bank cheque No. 973075 dated 12 June 1997; and (b) pursuant to an invoice dated 12 June 1997.

9 Rajoo said this was evidence

that the air tickets, the subject of this claim, had been supplied to her.

10 6. I failed to see however

how this Promissory Note could possibly substantiate her account of events.

The invoices

in respect of which this claim was brought were not dated 12 June 1997 but 29 June 1997

and the exchange orders were all issued by the defendants and not by Rajoo personally.

These documents showed clearly a sale of the airtickets to the defendants, not to Rajoo.

Rajoo's allegations and hence the defendants' defence was not borne out by the documentary evidence.

11 7. Accordingly there was no conceivable defence to the plaintiffs' claim.

12 Dated the 17th day of April 1998.

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14 CHRISTOPHER LAU JC

Christopher Lau JC

Lim Chong Boon for the plaintiffs/appellants
B Rengarajoo for the defendants/respondents
