

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1998] SGHC 344

Suit 1832/1996

Between

Aircharter World Pte Ltd

... Plaintiff

And

Kontena Nasional Sdn Berhad

... Defendant

GROUND OF DECISION

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Aircharter World Pte Ltd v Kontena Nasional Sdn Berhad

[1998] SGHC 344

Suit 1832/1996
Kan Ting Chiu J
15 October 1998

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Judgment :

2 **GROUNDS OF DECISION**

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4 The agreement

5 6. It was common ground that no charter agreement was executed. Two
drafts were prepared, but neither was signed.

6 7. On 12 September 1995 the Plaintiff made a written offer to the
Defendant for the charter of an aircraft. Among the terms was clause 4(b) in
identical

provision.

followed the FTC's decision to accept the Plaintiff's offer over bids from three other parties.

9 9. The oral contract was alleged to have arisen from a telephone conversation between Abdul Hamid bin Abdul Momin (Hamid Momin) an executive of the

10 Keng Leng or Brandon Teo, a director of the Plaintiff. Both of them
gave evidence for the Plaintiff.

11 10. Hamid Momin gave evidence first. In his affidavit of
evidence-in-chief he referred to the telephone conversation that

I spoke to

Teo on 14th September 1995 to confirm that the Charter was proceeding. I wanted

Teo to confirm to me on the telephone that the contract was firm and he did so confirm. I

then on behalf of the Defendants sent the Plaintiffs a confirmation.

Kan Ting Chiu J

Yap Teong Liang with Yap Pett Chin (Salem Ibrahim & Partners) for
the plaintiff
Ragbir Singh s/o Ram Singh Bajwa with Zaminder Singh Gill (Kertar
& Co) for the defendant
