IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1998] SGHC 82

Suit 2161/1996

Between

Quek Soke Kiang

… Plaintiff

And

Mewah Development Pte Ltd

… Defendant

GROUNDS OF DECISION

Version No 1: 29 Oct 2026 (23:45 hrs)

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Quek Soke Kiang v Mewah Development Pte Ltd

[1998] SGHC 82

Suit 2161/1996
Lee Seiu Kin JC
25 March 1998

1 **Judgment:**

2 **ORAL JUDGMENT**

3 1 On the question of the wall and floor tiles, I find for the Plaintiff. Quantum to be assessed, but it is to be limited to $26,000.

4 2 On the question of waterproofing, I find for the Plaintiff. Quantum to be assessed. It should be noted that the invoice for $8,000 at PBD56 includes floor tiles which are to be taken out because floor tiles are already provided for in the first finding.

5 3 On the question of the apron, I find for the Defendant.

6 4 On the question of the miscellaneous category of items, by consent of the parties all items under this category (which does not include floor and wall tiles, waterproofing and apron) except items 3(a) and 5(e) of DW2 report, the Defendant is liable for the Plaintiff. On items 3(a) and 5(e), I find for the Defendant.

7 5 On the question of loss of rental, I find that it was reasonable for the Plaintiff to engage a Quantity Surveyor to prepare a report, but I would allow time of only one month to prepare the report. In view of the renovation work done, I would allow no time for rectification work because they were done in parallel. The rental loss would be one month after 24 April 1996 and ie., from 22 November 1995 to 24 May 1996 which, when rounded off, is six months. Therefore, I find that the Defendant is liable to the Plaintiff for six months' loss of rent which, at the agreed quantum of $3,000, amounts to $18,000.

8 6 On the question of interest, I make no order as to interests because if the Plaintiff is only entitled to deduct costs for rectification works from the retention sum.

9 7 I order that the judgment sum and costs to be set off from any payment due to the Defendant by the Plaintiff under the terms of the Sale and Purchase agreement.

10 8 I order costs against Defendant on the District Courts scale.

11 9 I order the matter to be referred to Registrar of the Supreme court for assessment of damages, unless parties can agree thereto beforehand.

12 10 On the question of court fees, subject to any party raising authorities in this matter for which they have liberty to apply, I will order full court fees paid by the Plaintiff to be recoverable from the Defendant as part of the Plaintiff's costs.

13 Sgd:

Version No 1: 29 Oct 2026 (23:45 hrs)

14 LEE SEIU KIN

15 JUDICIAL COMMISSIONER

Lee Seiu Kin JC

Martin F Decruz (Sambandan & Co) for the plaintiff
Lim Kim Hong (Mas & Partners) for the defendant

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