**IN THE COURT OF APPEAL OF THE REPUBLIC OF SINGAPORE**

**[1999] SGCA 83**

Civil Appeal No 45 of 1999

Between

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# GROUNDS OF DECISION

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

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# Chuang Uming (Pte) Ltd v Setron Ltd and another appeal

**[1999] SGCA 83**

Civil Appeal No 45 of 1999
Chao Hick Tin JA; L P Thean JA; Yong Pung How CJ
19 November 1999

**JUDGMENT:**

Cur Adv Vult

1. These two appeals, Civil Appeal Nos. 45 and 46 of 1999, were heard together, and judgment was handed down on 1 November 1999. There remains the issue of costs on which we have now considered arguments from counsel for the Contractors and Architects respectively.

2. Civil Appeal No. 45 of 1999 was brought by the Contractors against the whole of the decision of the trial judge, and strangely enough the Architects were not joined as a party in the appeal. However, at the hearing of the Notice of Motion No. 192 of 1999 taken out by the Owners in that appeal, an order was made on 18 June 1999 declaring that the Architects were a party affected by the appeal and directing that the cause papers relating to the appeal be served on the Architects and that they be allowed to file a case as if they were a respondent in the appeal. Effectively, by that order the Architects were made a party to the appeal. That appeal was dismissed.

3. Civil Appeal No. 46 of 1999 was brought by the Architects and was also against the whole of the decision of the trial judge. In this appeal both the Owners and the Contractors were joined as respondents. The appeal as against the Owners was dismissed, but as against the Contractors was allowed.

4. Therefore, in both the appeals there is no question that the Owners are entitled to the costs of the appeals. Accordingly, we order that the costs of the appeals of the Owners be paid by the Contractors and the Architects, but only one set of costs is allowed. The liability of the Contractors and the Architects for payment of such costs shall be joint and several, but as between themselves such costs shall be apportioned equally. The deposits paid into court as security for costs in the two appeals should be paid to the Owners or their solicitors to account of costs. We so order.

5. In both the appeals, the issue of apportionment of liability as between the Contractors and the Architects was raised and on that issue the Architects succeeded. The Architects should therefore be entitled to their costs of the appeals on this issue as against the Contractors. Accordingly, we order the Contractors to pay the Architects the costs of the appeals on this issue, but only one set of costs is allowed.

6. We now come to the costs of the Notice of Motion No. 192 of 1999 in Civil Appeal No. 45 of 1999 to which we have referred. The costs of the motion were reserved for this Court. That motion was essentially necessitated by the omission of the Contractors to join the Architects as a respondent in Civil Appeal No. 45 of 1999, and as we have said, by the order made in that motion the Architects were effectively made a respondent in the appeal. Had the Contractors joined the Architects right from the start, which they should have, such an application would have been avoided. In our opinion, the costs of and

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

incidental to the motion of both the Owners and the Architects should be paid by the Contractors. We so order.

7. There remains the question as to the payment of the costs of the Notice of Motion No. 172 of 1999 taken out by the Architects in Civil Appeal No 46. of 1999. By that motion the Architects sought an extension of time to file and serve the record of appeal, the Architects' case and core bundle, and an extension of time was given. Further, at the hearing extensions of time were also granted to the Owners and the Contractors to file their respective cases, and other consequential orders were made. It was there ordered that the costs of the motion be costs of the appeal. We therefore order the Contractors and Architects to pay the Owners the costs of the motion in accordance with 4 above. As between the Contractors and Architects, there will be no order as to costs in respect of the motion.

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| YONG PUNG HOW Chief Justice | L P THEAN Judge of Appeal | CHAO HICK TIN Judge of Appeal |

Chao Hick Tin JA
L P Thean JA
Yong Pung How CJ

Salem Ibrahim/Leong Why Kong (Salem Ibrahim & Partners) for the appellants in Civil Appeal No. 45 of 1999 and the 1st respondents in Civil Appeal No. 46 of 1999
Engelin Teh SC/David Kong/Thomas Sim (Engelin Teh & Partners) for the appellants in Civil Appeal No. 46 of 1999
Andre F Maniam/Kirindeep Singh (Wong Partnership) for the

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

respondents in Civil Appeal No. 45 of 1999 and the 2nd respondents in Civil Appeal No. 46 of 1999

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