John While Springs (S) Pte Ltd and Another v Goh Sai Chuah Justin and Others [2001] SGHC 85

Case Number : Suit 848/2000

Decision Date : 03 May 2001

Tribunal/Court : High Court

Coram : Choo Han Teck JC

Counsel Name(s) : Lee Eng Beng and Low Poh Ling [Rajah & Tann] for the plaintiffs; Tan Cheow Hin and Sheerin Ameen [Cheow Hin & Partners] for the defendants

Parties : John While Springs (S) Pte Ltd; Segno Precision Pte Ltd — Goh Sai Chuah Justin; Cheong Shze Fun; Aligent Precision Pte Ltd; Lee Choon Boy; Lit Yoke Seng; Ng Wan Wha Eddy; Tay Lay Chon Michelle; Lim Poh Gok Sharon; Chew Kean Guan; Koh Kok Eng

JUDGMENT:

Grounds of Decision

1. In this suit, the plaintiffs alleged that their former employees and directors, together with other parties were in breach of their fiduciary duties as such when they diverted the plaintiffs business to the third defendant which was incorporated as a vehicle for that wrongful purpose.

2. The principal directors/defendants commenced a winding-up petition against each of the plaintiffs in retaliation. The winding-up petitions have been dealt with in my grounds of decision dated 22 March 2001.

3. In respect of this suit, the defendants consented to judgment in terms of a draft consent order dated 14 March 2001. The terms set out, inter alia, as follows:

> "1. The 1st Defendant is liable to the 1st and 2nd Plaintiffs for the breaches of fiduciary duties owed to the 1st and 2nd Plaintiffs and the 3rd and 6th Defendants are liable to the 1st and 2nd Plaintiffs for knowingly and/or intentionally assisting, facilitating, co-operating, abetting and/or acquiescing in the breaches of fiduciary duties by the 1st Defendant.
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> 2. The 2nd Defendant is liable to the 2nd Plaintiffs for the breaches of fiduciary duties owed to the 2nd Plaintiffs and the 3rd and 6th Defendants are liable to the 2nd Plaintiffs for knowingly and/or intentionally assisting, facilitating, co-operating, abetting and/or acquiescing in the breaches of fiduciary duties by the 2nd Defendant.
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> 3. The 1st, 2nd, 3rd and 6th Defendants are to pay the Plaintiffs costs incurred with respect to the 1st, 2nd, 3rd and 6th Defendants in this action, to be agreed, if not taxed."

4. In view of the consent judgment, and the concession in respect of the role of the third defendant in the breach of facilitation of the breach of fiduciary duty of the other defendants concerned, it must follow that the injunction against the third defendant must be continued as a permanent one.

Choo Han Teck

Judicial Commissioner

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