Wong Chee Siong and another *v* Tan Boon Hwa and another
[2010] SGHC 222

Case Number : Suit No 99 of 2010 (Summons No 1828 of 2010)

Decision Date : 05 August 2010

Tribunal/Court : High Court

Coram : Denise Wong AR

Counsel Name(s) : Lim Tiang Yao (Asia Law Corporation) for the plaintiffs; Gan Kam Yuin (Bih Li & Lee) for the defendants.

Parties : Wong Chee Siong and another — Tan Boon Hwa and another

Civil Procedure

Contract

Equity

5 August 2010 Judgment reserved.

Denise Wong AR:

Introduction

1 This is an application for summary judgment pursuant to O 14 of the Rules of Court (Cap 322, R 5, 2006 Rev Ed) ("the Rules").

Background facts

2 The defendants in this action, Tan Boon Hwa ("Tan") and Norieta B Galuga ("Norieta") (collectively, "the Vendors"), are the owners of a Housing Development Board ("HDB") flat known as Block 195 Kim Keat Avenue #11-342 Singapore 310195 ("the Property"). The Vendors granted the plaintiffs, Wong Chee Siong and Koo Chooi Ling (collectively, "the Purchasers"), an option to purchase the Property for the price of $402,000 ("the Option"). In consideration of the Option, the Purchasers paid the Vendors an option fee of $1,000 ("the Option Fee"). The Option was dated 29 June 2009 and it was to be exercised by the Purchasers on or before 13 July 2009. The Option was in the standard form for the sale and purchase of HDB flats.

3 On or about 9 July 2009, the Purchasers exercised the Option by paying the Vendors a sum of $2,000 and signing the acceptance form that was enclosed with the Option. According to clause 5.2 of the Option, the Option and the acceptance form signed by the Purchasers formed a binding contract for the sale and purchase of the Property. The signing was witnessed by one Chin Hwa Huat of C&H Realty Pte Ltd. A valid and binding agreement had therefore been made between the Vendors and the Purchasers for the sale and purchase of the Property. This fact was not in dispute between the parties. For convenience, the agreement between the parties for the sale and purchase of the Property will be referred to as "the Agreement".

4 On or about 13 October 2009, the parties attended the first appointment with the HDB. The completion date for the sale was initially fixed at 26 November 2009. The sale was not completed as

the Vendors failed to settle arrears in the sum of $42,685.67 owing to the HDB for upgrading costs and late payment charges. On or about 7 January 2010, the Vendors informed the Purchasers that they were unable to proceed with the sale as they could not settle the arrears due to their financial situation. They offered to compensate the Purchasers instead. The Purchasers rejected this offer and demanded that the sale be completed. The sale, however, was never completed.

5 On 10 February 2010, the Purchasers filed the present action to seek an order for specific performance of the Agreement, with all the necessary accounts and inquiries, or, in the alternative, damages for breach of the Agreement. The application before me was filed by the Purchasers for summary judgment under O 14 of the Rules for the above-mentioned remedies.

The main submissions of the parties

6 The Purchasers seek specific performance of the Vendors' obligations under the Agreement on the grounds that the Property has an intrinsic value which cannot be compensated by the usual remedy of damages. They aver that none of the usual reasons for denying specific performance, such as the general reluctance of the court to grant specific performance involving contracts for employment or personal service, are applicable. Further, although the Purchasers acknowledge that specific performance may be denied where severe hardship would be caused to the Vendors, they rely on para 27-031 of *Chitty on Contracts* (H G Beale gen ed) (Sweet & Maxwell 2008) ("*Chitty on Contracts*") which states that "... "mere pecuniary difficulties" would "afford no excuse"". The Purchasers thus seek specific performance with the necessary inquiries into the exact sums due and owing to the HDB and other Government agencies. During the hearing before me, counsel for the Purchasers, Mr Lim Tiang Yao, made it clear that the primary remedy that the Purchasers are seeking is specific performance, rather than damages.

7 The Vendors argued that there exist, in this action, triable issues that render the action unsuitable for summary judgment. Four main supporting arguments were proffered in this regard:

(a) First, the bargain reached between the Vendors and the Purchasers was unequal and unfair. In this connection, the Vendors stated on affidavit that they would be forced to give up their home and would not have the financial resources to find another home as the sale of the Property would leave them out of pocket. It was pointed out that the Purchasers, on the other hand, were seeking a convenient home near the school in which they wished to enrol their child. The Purchasers should have tried to mitigate their loss by sourcing for alternative accommodation.

(b) Second, the court could decide not to order specific performance if such a remedy would involve great hardship to one of the parties, even in the absence of impropriety on the part of the party seeking the remedy. *A fortiori*, specific performance should not be ordered where it would cause prejudice to third parties. In this regard, the Vendors raised the fact that they are living with elderly parents and have a school-going son, and that these people would be adversely affected if their home were to be taken away from them.

(c) Third, the Purchasers did not come to court with clean hands, as they do not reside at the address stated in the writ of summons filed on 10 February 2010 for the present action. In fact, the Purchasers did not state any address at all when filing their affidavits in this action. The court was urged to infer from this that the Purchasers were deliberately concealing the fact that they are resident out of jurisdiction, and to penalise the Purchasers for breaching the requirements prescribed by O 6 r 2(1)(*e*) of the Rules.

(d) Fourth, the Vendors relied on the equitable maxim which states that equity does nothing in vain to urge the court not to make an order that is impossible to perform. The Vendors referred to a letter from the HDB dated 11 March 2010 which confirmed that unless a sum in excess of $40,000 was paid in cash by the Vendors, and arrears to other agencies were cleared, the sale and purchase would not be approved. The Vendors further stated that any order made by this court could not be enforced against the HDB. A related argument made by the Vendors was that this court could not make an order for specific performance to compel the Vendors to pay a sum of money. Any order compelling the conveyance of the Property would be futile as the HDB would still refuse to grant approval for the transaction.

Relevant Terms of Contract

8 It may be useful to first set out the relevant terms of the contract.

9 Clause 9.3 of the Option states:

The Flat is sold subject to –

(a) the Housing and Development Act (Cap. 129) and any rules and regulations made under the Act;

(b) the terms and conditions of resale and purchase of an HDB resale flat as prescribed by HDB from time to time;

(c) the terms and condition of this Option;

…

10 Clause 13.5 of the Option states:

The Seller agrees to take such steps as the Buyer may reasonably request to help the Buyer obtain the HDB's approval for the purchase of the Flat.

11 Clause 15.1 of the Option states:

If the HDB's approval for the sale or purchase of the Flat is not obtained, is refused or is revoked before the Completion Date and it is not due to the Seller's or Buyer's default in complying with the HDB's terms of resale or requirements –

(a) the sale and purchase will be cancelled;

(b) this Option will be rescinded and become null and void and of no further effect ;

(c) the Seller will immediately, without demand, refund to the Buyer the Option Fee, Option Exercise Fee and any other monies paid by the Buyer to the Seller, without any interest or deduction;

(d) each party will bear his own costs in the matter; and

(e) neither party will have any other claim against the other.

12 Clause 15.2 of the Option states:

If the HDB's approval for the sale and purchase of the Flat is withheld, refused, revoked or not obtained before the Completion Date and it is due to the Seller's or Buyer's default in complying with the HDB's terms of resale or requirements, the other party will be entitled to enforce the terms of this Option for specific performance, damages and/or any other remedy.

13 The terms and conditions of a sale/purchase of a HDB resale flat as prescribed by the HDB ("the HDB Terms") are, as would be apparent, incorporated into the Agreement via clause 9.3(b) of the Option (see [9] above). Clause 3.3 of the HDB Terms (as printed from the HDB website) states:

HDB's approval for resale is granted subject to:-

…

(b) The seller paying all outstanding taxes/charges, e.g. Property Tax, Service/Conservancy charges up to the effective date of resale; and

(c) The seller paying an ex-tenancy, arrears/debts and administrative charges owing by him to HDB with respect to the resale flat or any of HDB's properties.

Clause 12.1 of the HDB Terms states:

If any person listed in the Application Form has any outstanding debts due and owing to HDB, such person shall be required to settle such debts and pay an administrative charge to be determined at HDB's discretion before the application can be considered.

The HDB's position

14 The position that the HDB has taken in respect of the sale of the Property is contained in the letter dated 11 March 2010, which was mentioned earlier at [7(d)] above, addressed to the Vendors. The relevant paragraphs are as follows:

We refer to the resale of your flat in which the first appointment was on 13/10/2009.

2 We are unable to grant approval for the resale as you owe HDB the sum of $42,685.67 being arrears for upgrading costs and late payment charges.

3 To date, you have not settled the charges since the first appointment. For approval to be granted for the resale, the said charges are to be paid in accordance with the terms and conditions of resale.

...

15 The Vendors then received a second letter from the HDB dated 23 June 2010, which stated that approval in principle had been granted by the HDB for the sale and purchase of the Property. However, paras 2 and 3 of the letter stated as follows:

2 Lessees are to settle the outstanding loan, any ex-tenancy arrears/debts and administrative charges (if any), computed to the date of completion, due to HDB before or on the date of completion.

3 We need at least three weeks to compute the outstanding loan amount and any other

charges due to us. Please let us have the completion date as soon as possible, once it is fixed.

16 The HDB then addressed another letter dated 28 June 2010 to counsel for the Purchasers, in answer to queries about the HDB's position in respect of the application. The relevant paragraphs are as follows:

> We refer to letter [*sic*] dated 25 June 2010.
>
> 2 Replies to your queries as follow [*sic*] respectively:
>
> a) The arrears of $42,685.67 would have to be settled by cash, payable to HDB.
>
> b) HDB will allow completion if, any only if, the arrears are fully repaid before resale completion ...
>
> c) Initial resale completion date of 26/11/09 had lapsed as HDB is unable to proceed with resale completion date due to item a). HDB is unable to reschedule for a fresh completion date as there is no instruction from the solicitors of both the sellers and the buyers. This is a negative proceeds sale.
>
> d) The Special order (SP) has to be carried out subject to HDB's policy. This means that any arrears/charges etc owed to HDB (or other Government/Government-related agencies such as IRAS and Town Council) by the Defendants must be settled before the resale can be completed.
>
> ...
>
> [underlining in original]

17 Read together, the HDB's position seems to be that approval will be granted as long as the arrears to the HDB and various agencies are paid by the Vendors upfront and in cash.

Whether there are triable issues in the present case

18 As stated, the Vendors' position was that there were triable issues that rendered the present action unsuitable for summary judgment. When pressed during the hearing, counsel for the Vendors, Ms. Gan Kam Yuin, conceded that the Vendors were not denying that there was valid agreement between the parties (*viz*, the Agreement), or that the Vendors were in breach of that agreement. Rather, the Vendor's position was that the exact nature and extent of the hardship caused to the Vendors, as well as the inequality and unfairness of the bargain could only be fully understood through witness testimony at trial. In reply, Mr. Lim for the Purchasers argued that the matters raised by the Vendors were sufficiently ventilated through the affidavits filed for the summary judgment application, and there was no need for a full trial of the matter.

19 With reference to *Singapore Civil Procedure 2007* (G P Selvam chief ed) (Sweet & Maxwell Asia, 2007) at para 14/0/2, the mechanism of summary judgment enables the plaintiff to obtain judgment without proceeding to trial on the ground that he believes that his opponent has no defence to the claim. Paragraph 14/2/10 goes on to state that a defendant may show cause against a plaintiff's application by a preliminary or technical objection (*eg*, that a statement of claim or supporting affidavit is defective for not containing all the necessary evidence in support of a claim) or on the merits by showing that he has a good defence to the claim. None of these situations apply in the

present case as the issue of liability has been conceded. There is no real substantial question to be tried, and the primary issue left for determination is what the appropriate remedy to address the inequity as between the parties should be. Accordingly, this matter is amenable to the summary judgment procedure, and it would be a waste of judicial time and resources were it to proceed to trial.

Specific performance in the present case

Specific performance where the sale of a HDB flat is concerned

20 There is a long line of common law authority that specific performance is the default and appropriate remedy for a contract for the sale and purchase of land. Gareth Jones & William Goodhart, *Specific Performance* (Butterworths, 2nd Ed, 1996) ("*Specific Performance*") states (at p 128):

> As long ago as 1804 Sir William Grant MR said that a court of equity will always decree specific performance of a contract for land; it is 'as much of course in this Court to decree a specific performance, as it is to give damages at Law'. Damages are only deemed to be an adequate remedy if the defendant has an equitable defence to the plaintiff's claim. Land is deemed to have a special and peculiar value for the purchaser, and no enquiry is made as to the value of the land or as to the possibility that a substantially similar piece of land may be obtained elsewhere.

This passage can also be found verbatim in a previous version of the afore-mentioned treatise. The passage from that version was cited and endorsed in the decision of Chao Hick Tin JC in *Excelsior Hotel Pte Ltd v Hiap Bee (Singapore) Pte Ltd (OCBC Finance (Singapore) Ltd, interveners)* [1989] 2 SLR(R) 322 at [9] and [10]. *Halsbury's Laws of Singapore* vol 7 (LexisNexis, 2009 Reissue) summarises the position succinctly (at para 80.595):

> A contract for the sale of real property readily attracts the remedy of specific performance as each piece of real property is considered unique and substitute performance is not considered adequate. Specific performance is a primary remedy for breach of obligations in a contract for the sale of land. Both the vendor and the purchaser are generally entitled to specific performance, the purchaser for the property to be specifically conveyed and the vendor to require acceptance of title and the payment of the agreed price.

21 In my view, this position holds true even if the property in question is not a piece of land *per se*, but a HDB flat. In *Specific Performance*, it is stated that (at p 32):

> … damages are said to be impossible to assess if the contract is for the sale of, or for the disposition of, an interest in, land. Land is *unique*; it has a '*peculiar and special value*'. Consequently, no enquiry is ever made whether damages would be an adequate remedy and would make the injured party whole. This is so even if the land is bought for resale or is one of hundreds of apparently alike apartments in a large commercial development. It is perhaps not surprising that specific performance should be granted to a purchaser of land as a matter of course even in these situations; a court does not enquire why a party enters into a contract, and no apartment is quite like its neighbour ... [emphasis in original]

This principle was acknowledged in *Coastland Properties Pte Ltd v Lin Geok Choo* [1999] 3 SLR(R) 890 at [2], although Choo Han Teck JC concluded in that case that damages could still be an adequate remedy in some circumstances. There is also clear authority that specific performance of a sale of a HDB flat can be ordered (see *Govindaraju and another v Ganasen and another* [1994] 3 SLR(R) 815).

22 In the present case, the Purchasers have stated on affidavit that they had purchased the Property with the intention of residing there. The Property was conveniently situated near Pei Chun Primary School and near the Purchasers' places of work. The Property clearly has an intrinsic value to the Purchasers that goes beyond its monetary worth, and this is a value that would be difficult to quantify. As such, specific performance would *prima facie* seem to be a remedy appropriate to this case. Yet, a court in exercising its equitable jurisdiction must consider all relevant factors of the case and the circumstances of the parties involved in order to achieve an equitable outcome.

Specific performance where third party consent is necessary

23 The next issue that has to be addressed is the impact that the HDB's position has on the appropriate remedy to be awarded. ICF Spry, *The Principles of Equitable Remedies* (Sweet & Maxwell, 8nd Ed, 2010) ("*The Principles of Equitable Remedies*") at pp 128–129, is instructive in this regard:

> It is clearly established that the courts will not require that to be done which cannot be done… These principles may be illustrated by cases where performance will be possible only if the consent of a third person is obtained. Here an absolute order of specific performance might involve requiring the defendant to do something that in truth he cannot do. If a contractual obligation is itself conditional on the obtaining of consent, any order of specific performance should likewise be conditional, since until the consent has been obtained "that obligation has not yet arisen", though it may be found as a question of construction that the defendant has also undertaken to take steps to obtain the consent, which in a proper case he may be compelled to do. A different analysis is appropriate where the contractual obligation in question is absolute and not conditional, so that there will be a breach of contact if it is not performed even although, for example, the failure to perform has arisen only because a necessary consent has not been obtained. But here also if at the hearing a substantial doubt arises as to the obtaining of the consent it may be appropriate that any order of specific performance should be drawn in such a way that the direction to the defendant to perform the term in question does not apply if the necessary consent is refused and the performance is impossible. Indeed, whether the obligation of the defendant is absolute or conditional, if it sufficiently clear that the appropriate consent will not be able to be obtained no order of specific performance at all is made, and the parties are left to their other remedies ….

It is clear from the above passage that a careful study of the terms of the Agreement is crucial in understanding the exact nature of the parties' obligations *vis-à-vis* the consent that must be obtained from the third party, which in this case is the HDB.

24 Reading clauses 9.3 and 13.5 of the Option alongside clauses 3.3 and 12.1 of the HDB Terms, I take the view that, as part of the Agreement, the Vendors had contracted to do all that they reasonably could do to obtain the HDB's approval, including settling all arrears that were outstanding. There was a clear course of action that the Vendors could take to obtain HDB's consent, and they were contractually obligated to do so. Accordingly, it would be inequitable and unjust to deny specific performance, as the Vendors had breached an obligation that they had specifically contracted to fulfil. The fact that fulfilling this obligation would be difficult for them due to their financial situation is a separate consideration that will be addressed later.

25 Furthermore, it is my view that the Vendors' alleged inability to pay the outstanding arrears upfront does not constitute an insuperable event of impossibility that would militate against any order for specific performance. First, as counsel for the Purchasers highlighted, although the Vendors had deposed on affidavit as to the yearly income of Tan, they have not produced bank statements or any other evidence that they are unable to afford the lump sum payment. Second, even if it is indeed the

case that they are unable to afford the lump sum payment, the Vendors can always seek the court's assistance. This court is prepared to order that the Purchasers pay part of the purchase price into court first, so that the money may then be used to settle the arrears in order to secure the HDB's approval.

26 That is not to say the Vendors are obliged to successfully procure the HDB's consent, nor is the court fettering or influencing the discretionary power of the HDB in any way. Clause 15.1 of the Option envisages a situation where the HDB's consent is refused through no fault of either the buyer or the seller. In such a scenario, parties are returned to their original positions, as if no transaction had ever taken place. Accordingly, it must be the case that the Vendors are contractually obligated to do what they can in accordance with the specified criteria set out in the HDB Terms to enable the HDB to consent to the resale. Once that is complete, if the HDB nonetheless decides to reject the application for approval, the parties' obligations then come to an end in a manner in accordance with clause 15.1.

27 The same principles and analysis were applied by the High Court of Australia in *Dougan v Ley* (1946) 71 CLR 142. In that case, the defendant owned a taxi and held a registration and license for it. He then orally agreed to sell the taxi and the benefit of the registration and license to the plaintiff for a certain sum. The plaintiff paid a deposit and wanted to complete the agreement. The defendant refused. The trial judge declared that the agreement should be specifically performed and decreed that the defendant should do all things and execute all documents which were proper and necessary in order to enable the plaintiff to present a proper application to the Commissioner for Road Transport and Tramways for the granting of a transfer of the registration and license of the taxi. The trial judge further decreed that in the event that such an application was granted, the plaintiff should pay the balance of the purchase money due to them and the defendant should thereupon deliver the taxi. The appellate court affirmed the decision of the trial judge. In so doing, Rich J held (at pp 147-148):

> The respondents are required to join with the appellant in the application to the Commissioner and to sign the usual and proper documents for obtaining the transfer of registration and the issue of the licence. The court is not called upon to superintend a series of acts and the order in question does not purport to control the Commissioner's discretion. In the event of refusal the obligation is at an end.

28 From the foregoing analysis, it is my view that specific performance can be ordered despite the HDB's position that the arrears have to be paid. Any order of specific performance would concomitantly entail an order that the Vendors settle the outstanding arrears due and owing to the HDB and other Government or Government-related agencies.

Unfairness and hardship to the Vendors

29 The Vendors submitted that any order for specific performance would cause undue hardship to their family, given their financial situation. They also argued that enforcement of the bargain would be unfair to them.

30 In general, the concept of hardship is wider than that of unfairness and specific performance may be refused on the grounds of hardship even if there had not been any impropriety on the part of the person seeking specific performance. In the present case however, although Ms. Gan took great pains to distinguish between the unfairness of the bargain and the resulting hardship to the Vendors, the arguments in fact merged as her point was that the bargain was unfair *because* it led to hardship to the Vendors. I shall therefore deal with both issues together.

31 The principles set out in *The Principles of Equitable Remedies* at pp 198–199 are instructive:

> It must not be forgotten that if damages are inadequate an applicant is prima facie entitled to specific performance of a valid and enforceable contract. Specific performance is not refused merely because inconvenience or even hardship to the defendant would be caused thereby. But if the hardship suffered by the defendant, if specific enforcement took place, would be so much greater than the detriment that would be suffered by the plaintiff if he were confined to remedies in damages that it would be oppressive and unjust to grant relief, specific enforcement is denied. In these regards there must be a balancing of interests of the parties; and indeed the court takes into account other matters as well, such as the manner in which the grant of relief would affect third persons or any advantage that the plaintiff may have taken of the defendant at the time of entry into the material agreement, in order to determine what course is most just in all the circumstances ....

32 In *Specific Performance*, the following passage at p 117 is also of relevance:

> In exceptional circumstances, the courts may refuse to order specific performance of a contract on the ground that its enforcement would cause great hardship to the defendant, even though the conduct of the plaintiff has not contributed to the circumstances which cause the hardship.

The learned authors go on to opine at pp 119–120 that:

> A contract which was fair when it was made may be enforced even though subsequent events turn it into a bad bargain...
>
> Since hardship is not itself a ground for setting aside a contract, a court would not normally refuse specific performance if the consequence would be an order of damages which would cause a similar degree of hardship to the defendant. For this reason, in most of the reported cases in which specific performance has been refused on the ground of hardship to the defendant, the loss which the defendant would have incurred as a result of having to complete the contract was likely or certain to be considerably larger than the damages payable to the plaintiff for breach of contract ...

33 In the present case, the Vendors had contracted to sell the Property in the hope of realising some liquidity in order to ease their cash-flow problems. Had they known the eventual amount accruing to them from the proceeds of sale would be reduced or even eliminated by the various amounts due and owing to the HDB and other Government agencies, they in all likelihood would not have chosen to sell the Property. Even so, I do not think that this qualifies as undue hardship on the part of the Vendors. The amount owing to in arrears to the HDB is a pre-existing debt, and one which would eventually have to be settled. It is by no means a hardship created by the Agreement, entered into voluntarily by the Vendors, or any award of specific performance thereof. While I am sympathetic to the impact this may have on the elderly parents and son of the Vendors, the option of renting a property is always available to them.

34 The alternative to specific performance would be an award of damages; such an award of damages would also cause hardship to the Vendors, and if their financial situation is such as they would have this court believe, they would almost certainly not be able to comply with such an award. [note: 1] *Chitty on Contracts* at para 27-008 states that specific performance can be ordered "quite simply because the defendant may not be "good for the money"". In such a situation, denying specific performance to the Purchasers would leave them without any real relief. I should also add wherever possible, the Court should act to promote commercial certainty and assist in ensuring that parties are

held to the bargain that they have made.

The lack of disclosure precluding specific performance

35 In relation to the Purchasers' lack of disclosure of their Malaysian address, the Vendors rely on the equitable maxim that he who comes to equity must come with clean hands. *Halsbury's Laws of Singapore* vol 9(2) (LexisNexis, 2003) states at para 110.016 that:

> The maxim has been relaxed over time and is no longer strictly enforced. The question is whether in all the circumstances it would be a travesty of justice to assist the plaintiff given his blameworthy participation or role in the transaction. The whole circumstances must be taken into account having regard to the relief sought, for the relative blameworthiness only emerges after a complete and exhaustive scrutiny and relief which is less drastic need not be defeated by conduct which is less opprobrious. It has been said that 'the conduct complained of must have an immediate and necessary relation to the equity sued for' and 'it must be a depravity in the legal as well as moral sense'.

36 The Purchasers tried to file an affidavit dated 12 July 2010, after the conclusion of the hearing, to explain why they had not revealed their true address earlier. I did not allow this affidavit to be admitted into evidence as the hearing had already been concluded, but having reviewed the evidence in totality, I was of the view that this omission was not material and should not have any impact on my decision. The Purchasers' conduct, in my opinion, has not been so egregious as to warrant a denial of an equitable remedy in light of all the circumstances.

Conclusion

37 Having reviewed the evidence, I grant summary judgment in favour of the Purchasers and order that the contract between the Vendor and the Purchaser be specifically performed. Furthermore, the Vendor is to do all that he reasonably can to comply with the Agreement, including payment of the outstanding arrears. In this connection, I grant liberty to the Vendor to apply to the court should they require certain sums of money to be paid into court by the Purchaser to assist in the payment of these arrears from the sale proceeds of the Property. I also make the consequential order that the Vendor is to ascertain from the HDB and other Government and Government-related agencies the amount of arrears due and owing by them so that these debts can be repaid. I accordingly grant an Order in terms of Prayer 1(a) on terms set out in this judgment, Prayer 1(b)(ii) with late interest to be calculated from 27 November 2009 to the date of completion or possession by the Purchasers of the Property, whichever is earlier, Prayers 1(b)(iii) and 1(b)(v), as well as Prayer 1(e), subject to terms set out in this judgment.

38 I will hear the parties on the issue of costs.

[note: 1] See the affidavit of Norieta filed on 14 May 2010 at para 14.

Copyright © Government of Singapore.