IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2017] SGHC 191

Suit No 542 of 2012

Between

PT SANDIPALA ARTHAPUTRA

… Plaintiff

And

(1) STMICROELECTRONICS ASIA PACIFIC PTE LTD

(2) OXEL SYSTEMS PTE LTD

(3) VINCENT PIERRE LUC, COUSIN

… Defendants

And
Between

OXEL SYSTEMS PTE LTD

… Plaintiff (by Counterclaim)

And

(1) PT SANDIPALA ARTHAPUTRA

(2) PAULUS TANNOS

(3) CATHERINE TANNOS

(4) LINA RAWUNG

… Defendants (by Counterclaim)

Version No 1: 27 Oct 2020 (22:40 hrs)

SUPPLEMENTAL JUDGMENT

[Civil Procedure] — [Damages] — [Interest]

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PT Sandipala Arthaputra
v
STMicroelectronics Asia Pacific Pte Ltd and others

[2017] SGHC 191

High Court — Suit No 542 of 2012
George Wei J
1 August 2017

7 August 2017

George Wei J:

Introduction

1 This action arose out of a contract between the plaintiff, PT Sandipala Arthaputra ("Sandipala"), and the second defendant, Oxel Systems Pte Ltd ("Oxel"), for the supply of microchips ("chips") from the first defendant, STMicroelectronics Asia Pacific Pte Ltd ("ST-AP"). In *PT Sandipala Arthraputra v STMicroElectronics Asia Pacific Pte Ltd and others* [2017] SGHC 102 ("the Judgment") which sets out the facts of the action in full, I dismissed Sandipala's claims against the defendants, while allowing Oxel's counterclaim against Sandipala and the second and third defendants in the counterclaim, Mr Paulus Tannos ("Mr Tannos") and Ms Catherine Tannos ("Ms Tannos").

2 Oxel has requested clarifications with regard to [284(c)] of the Judgment, in which I awarded Oxel interest in respect of the other awards it was entitled to. These clarifications relate to details such as the dates from which the awarded sums of interest are to run. All parties attended before me in chambers on 1 August 2017 for a short hearing on this issue, where counsel for Sandipala, Mr Tannos and Ms Tannos confirmed that his clients had no objections to the clarifications proposed by Oxel. Accordingly, I provide the necessary clarifications in this supplemental judgment.

Orders made in the Judgment

3 I set out the relevant parts in [284(b)-(c)] of the Judgment here:

> (b) Oxel's counterclaim against Sandipala as well as its counterclaim against Sandipala, Mr Tannos and Ms Tannos are allowed as follows:
>
> > (i) Oxel is entitled to the price of the 4,805,875 chips that were delivered in the fifth to ninth shipments. Oxel is also entitled to the price of the 6,457,414 chips in the tenth to 15th shipments (amounting to 11,263,289 chips altogether). The total award for price is assessed at US$5,406,378.72.
> >
> > (ii) Oxel is entitled to US$279,813.36 being the down payment in respect of 2,331,778 chips.
> >
> > (iii) Oxel is entitled to US$15,960,654.65 being the losses suffered by Oxel in respect of the payments made to Danatel and Logii.
> >
> > (iv) Oxel is entitled to a pro-rated sum for its loss of profits for the remaining 87,668,222 chips amounting to US$175,336.44.
> >
> > …
>
> (c) Oxel is entitled to interest as follows:
>
> > (i) Interest at the contractual rate of 1.5% per month for the price of the chips that was assessed at US$5,406,378.72 and the down payments assessed at US$279,813.36.
> >
> > (ii) Interest at the usual rate for the other awards.

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Clarifications on interest to be paid to Oxel at the contractual rate

4 At [284(c)(i)] of the Judgment, I awarded Oxel interest "at the contractual rate of 1.5% per month for the price of the chips that was assessed at US$5,406,378.72 and the down payments assessed at US$279,813.36." This contractual rate was based on Oxel's standard terms and conditions, incorporated by reference into the agreement of 9 November 2011 under which Oxel was to supply 100m chips to Sandipala ("the Agreement") (see [34] of the Judgment). Oxel's standard terms and conditions provided that all invoiced sums were due and payable to Oxel by the 30th day following the dates of the invoices, and that interest would be imposed on all late payments at a rate of 1.5% per month.

Interest in respect of the US$5,406,378.72 award

5 My award of US$5,406,378.72 to Oxel was in respect of 11,263,289 chips which were delivered to Sandipala between January to April 2012. During this period, Oxel issued 11 invoices to Sandipala seeking payment for the delivered chips, but Sandipala did not settle these invoices.

6 The interest on each of the 11 invoiced sums shall therefore run from the 31st day following the date of each invoice, at the contractual rate of 1.5% per month, as set out in the following table:

No	Amount (US$)	Date from which interest is to run
1	241,003.68	12 February 2012
2	266,216.16	18 February 2012
3	539,942.88	20 February 2012
4	733,816.32	4 March 2012
5	525,840.96	11 March 2012

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6	447,300.96	22 March 2012
7	422,864.64	29 March 2012
8	376,225.92	2 April 2012
9	294,960.00	10 April 2012
10	1,292,577.60	11 May 2012
11	265,629.60	17 May 2012

Interest in respect of the US$279,813.36 award

7 My award of US$279,813.36 to Oxel was in respect of the unpaid 20% down payment on 2,331,778 chips delivered to Sandipala (see [258] of the Judgment). On 26 January 2012, Oxel issued an invoice to Sandipala for this down payment. Under Oxel's standard terms and conditions, the down payment was due and payable to Oxel by 25 February 2012, *ie*, 30 days after the invoice date.

8 The interest in respect of the sum of US$279,813.36 shall therefore run from 26 February 2012, at the contractual rate of 1.5% per month.

Clarifications on interest to be paid to Oxel at the usual rate

9 At [284(c)(ii)] of the Judgment, I awarded Oxel interest "at the usual rate for the other awards." Section 12 of the Civil Law Act (Cap 43) empowers the High Court to order pre-judgment interest on any debt or damages to be recovered. Parties did not dispute that the "usual rate" of interest should be pegged at 5.33% per annum as directed in paras 4 and 5 of the Supreme Court Practice Directions No 1 of 2007.

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10 Counsel for Oxel specifically sought clarification on the following two sums:

(a) my award of US$15,960,654.65, being the losses suffered by Oxel in respect of the payments made to PT Danatel Pratama ("Danatel") and Logii Inc ("Logii") (see [275] of the Judgment]); and

(b) my award of US$175,336.44, being a pro-rated sum for Oxel's loss of profits for 87,668,222 chips (see [279] of the Judgment).

Interest in respect of the US$15,960,654.65 award

11 The interest on each of the sums comprising the US$15,960,654.65 award shall run at the default rate of 5.33% per annum, in the manner set out in the following table:

No	**Amount (US$)**	**Date from which interest is to run**
1	783,650.34	2 January 2013
2	10,165,023.04	21 December 2013
3	1,515,585.91	16 October 2015
4	1,666,012.81	27 October 2015
5	1,830,382.55	30 December 2015

12 I note that these sums take into account Sandipala's payment of US$7,374,403.24 for 1,068,489 chips. These dates represent the dates of the latest five of Oxel's seven payments to Danatel and Logii, plus one day.

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Interest in respect of the US$175,336.44 award

13 According to the Agreement, Oxel was to deliver all 100m chips to Sandipala by the end of the fourth quarter of 2012, thus the latest possible invoice date would have been 31 December 2012. Any invoiced sum would have been due and payable to Oxel by the 30th day following the invoice date, and interest should start running one day thereafter.

14 The interest in respect of the sum of US$175,336.44 shall therefore run from 31 January 2013, at the default rate of 5.33% per annum.

George Wei
Judge

Prem Gurbani, Govintharasah s/o Ramanathan, Sarah Kuek and Kevin Chan (Gurbani & Co LLC) for the plaintiff and the defendants (by counterclaim);
Ong Tun Wei Danny, Yam Wern-Jhien, Eugene Ong, Jeremy Gan and Danitza Hon (Rajah & Tann Singapore LLP) for the first and third defendants;
Davinder Singh SC, Jaikanth Shankar, Zhuo Jiaxiang, Timothy Lin and Tan Ruo Yu (Drew & Napier LLC) for the second defendant and the plaintiff (by counterclaim).

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