IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2021] SGHC 195

Registrar's Appeal from the State Courts No 21 of 2020
Registrar's Appeal from the State Courts No 22 of 2020

Between

(1) Lau Soon
(2) Ng Bee Hoon

… *Appellants*

And

UOL Development (Dakota) Pte Ltd

… *Respondent*

In the matter of DC/OSS 67 of 2020

In the Matter of Sale and Purchase Agreement dated 30 April 2020

Between

UOL Development (Dakota) Pte Ltd

… *Plaintiff*

And

(1) Lau Soon
(2) Ng Bee Hoon

… *Defendants*

Version No 1: 19 Aug 2021 (11:55 hrs)

GROUNDS OF DECISION

[Building and Construction Law] — [Terms] — [Authorised deductions from stakeholding sum]
[Limitation of Actions] — [Particular causes of action]

TABLE OF CONTENTS

INTRODUCTION **1**

FACTS **3**

THE STAKEHOLDING SUM 3

THE DEFECTS ISSUE 4

THE TIME-BAR ISSUE 5

MY DECISION **6**

CONCLUSION **16**

Version No 1: 19 Aug 2021 (11:55 hrs)

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Lau Soon and another
v
UOL Development (Dakota) Pte Ltd and another appeal

[2021] SGHC 195

General Division of the High Court — Registrar's Appeal from the State Courts Nos 21 and 22 of 2020
Lee Seiu Kin J
1 March 2021

19 August 2021

Lee Seiu Kin J:

Introduction

1 This case concerns the nature of stakeholding monies held by the Singapore Academy of Law (the "SAL"). It appears that this is the first time that such an issue has arisen.

2 The present appeals arose from the learned district judge's (the "DJ") decision in *UOL Development (Dakota) Pte Ltd v Lau Soon and another* [2020] SGDC 233 (the "GD").

3 By a sale and purchase agreement (the "SPA"), the appellants (the "Purchasers") purchased a condominium unit in Waterbank at Dakota (the

"Unit")[1] from the respondent developer, UOL Development (Dakota) Pte Ltd (the "Vendor"). The purchase price was S$1,289,000 (the "Purchase Price").[2] Pursuant to the SPA, the Purchasers paid a sum of S$64,450 (*ie*, 5% of the Purchase Price) to SAL to hold as stakeholder (the "Stakeholding Sum").[3]

4 In the proceedings below, the Vendor sought an order that the Purchasers authorise the SAL to release the Stakeholding Sum to the Vendor, or in the alternative, an order that the Purchasers pay to the Vendor the sum of S$64,450. The Purchasers resisted the application on two grounds. Firstly, the Vendor was not entitled to the Stakeholding Sum because it has failed to meet its obligations under the SPA to rectify defects in the form of structurally unsafe windows in the Unit and throughout the development (the "Defects Issue"). Secondly, the Vendor's claim was time-barred because the application was filed more than six years after its cause of action arose (the "Time-Bar Issue"). The learned DJ ordered, *inter alia*, the SAL to release the Stakeholding Sum to the Vendor. Registrar's Appeal from the State Courts No 21 of 2020 ("RAS 21") is an appeal against that decision.

5 In those proceedings, the Purchasers also applied for the proceedings to be continued as if begun by writ, because they claimed that the Defects Issue would involve very substantial disputes of fact. Since the learned DJ did not have to decide this issue, he dismissed the application. Registrar's Appeal from the State Courts No 22 of 2020 ("RAS 22") is an appeal against this decision.

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1 Appellants' Written Submissions dated 19 February 2021 ("AWS") at para 13; Respondent's Written Submissions dated 19 February 2021 ("RWS") at para 9.

2 AWS at para 13; RWS at para 9.

3 AWS at para 16; RWS at para 12.

Version No 1: 19 Aug 2021 (11:55 hrs)

Facts

The Stakeholding Sum

6 Parties entered into the SPA on 30 April 2010.[4]

7 Pursuant to cl 5.1 of the SPA, the Purchasers agreed to pay the Purchase Price to the Vendor in instalments according to the Payment Schedule set out in that clause.[5] In this regard, cl 5.4 of the SPA provided for the payment of the last 15% of the Purchase Price to be made in the following manner:[6]

> 5.4 If the Certificate of Statutory Completion relating to the Unit is issued before the Completion Date, then instead of the arrangements in item 4 of the Payment Schedule above, the Purchaser must pay the last instalment of 15% of the Purchase Price in the following manner:
>
> (a) within 14 days after the Purchaser receives the Certificate of Statutory Completion (or a certified copy thereof) 13% of the Purchase Price is to be paid as follows:
>
> (i) 8% of the Purchase Price shall be paid to the Vendor; and
>
> (ii) *5% of the Purchase Price is to be paid to the Singapore Academy of Law as stakeholder who shall, on the Final Payment Date, pay to the Vendor that sum less all authorised deductions.*
>
> (b) on Completion Date the balance 2% of the Purchase Price shall be paid to the Vendor.
>
> [emphasis added]

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4 AWS at para 13; RWS at para 9.

5 Appellants' Bundle of Documents dated 19 February 2021 ("ABOD") at pp 27–29.

6 ABOD at p 29.

Version No 1: 19 Aug 2021 (11:55 hrs)

8 Parties did not dispute that the "Final Payment Date" stated in cl 5.4 was 4 June 2014, and that in the usual course of events, the Stakeholding Sum was to be paid to the Vendor on that date.[7]

9 However, on 12 March 2014 (about three months before the Final Payment Date), the Purchasers instructed the SAL to deduct the full amount of the Stakeholding Sum by serving on them a Deduction by Purchaser (Form 3).[8]

10 The Vendor disputed the attempted deduction and served an Objection by Vendor to Deduction (Form 3A) on the SAL on 20 March 2014.[9]

11 Thereafter, SAL continued to hold the Stakeholding Sum.

The Defects Issue

12 The Purchasers took possession of the Unit in June 2013.[10] They claimed that on taking possession, they "detected a litany of defects and unsatisfactory work in the Unit".[11] They submitted six lists of defects to the Vendor in which they identified 146 defective items.[12] Although they claimed that the Vendor did not rectify all of the defects, they only relied on one class of defects in the present proceedings: the defective design and installation of the casement windows in the Unit (the "Alleged Defects").[13]

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7 RWS at para 12.

8 RWS at para 13; ABOD at pp 72 and 73.

9 RWS at para 14; ABOD at p 75 and 76.

10 AWS at para 18.

11 AWS at para 20.

12 AWS at para 21.

13 AWS at para 23.

Version No 1: 19 Aug 2021 (11:55 hrs)

13 As I shall elaborate below, I did not have to decide on the Defects Issue. It is therefore unnecessary to set out the facts pertaining to the Alleged Defects in detail here. It is sufficient to note that: (a) the Purchasers had claimed a deduction from the Stakeholding Sum because of the Alleged Defects (see [9] above); and (b) the Purchasers regarded the Vendor's failure and/or refusal to rectify the Alleged Defects as a breach of the SPA.

The Time-Bar Issue

14 The Vendor filed the originating summons (the "OS") in this action on 19 June 2020.[14]

15 In the proceedings below, the Purchasers claimed that the Vendor's claim for the Stakeholding Sum was "founded on a contract" within the meaning of s 6(1)(*a*) of the Limitation Act (1996 Rev Ed) (the "Limitation Act") and was time-barred pursuant to that provision because the OS had been filed more than six years after its cause of action had allegedly accrued on 4 June 2014, *ie*, the Final Payment Date.

16 The learned DJ held that, on a purposive interpretation of s 6(1)(*a*) of the Limitation Act, the Vendor's claim is not one that is "founded on a contract" within the meaning of that provision, and is accordingly not time-barred: GD at [30]. In his analysis, he saw much force in the argument that the Vendor's claim was founded on an assertion of a proprietary interest: GD at [22]. He was also concerned that if he held that the Vendor's claim was time-barred, this would result in the absurd consequence of the Stakeholding Sum being held by the SAL in perpetuity: GD at [26].

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[14] Originating Summons for DC/OSS 67/2020.

Version No 1: 19 Aug 2021 (11:55 hrs)

17 Alternatively, the learned DJ also observed that the Vendor's claim "is in the nature of an action by a beneficiary to recover trust property (the Stakeholding Sum) in the possession of the trustee (*ie*, the SAL) for which provision is made in s 22(1)(*b*) of the Limitation Act and is thereby expressly a claim to which no period of limitation applies": GD at [31]. Section 22(1)(*b*) provides that:

> **Limitation of actions in respect of trust property**
>
> **22**.—(1) No period of limitation prescribed by this Act shall apply to an action by a beneficiary under a trust, being an action —
>
> …
>
> (*b*) to recover from the trustee trust property or the proceeds thereof in the possession of the trustee, or previously received by the trustee and converted to his use.

He elaborated that in this alternative analysis, he meant that the fact that the SAL held the Stakeholding Sum for the benefit of the Vendor sufficed to make the former a "trustee" and the latter a "beneficiary" for the purpose of s 22(1)(*b*).

My decision

18 The parties' submissions focused on: (a) whether the Vendor's interest in the Stakeholding Sum was contractual or proprietary in nature; (b) the proper interpretation of s 6(1)(*a*) of the Limitation Act; and (c) the proper interpretation of s 22(1)(*b*) of the Limitation Act. In my view, they did not touch squarely on the heart of this matter.

19 I first set out some clarifications on preliminary issues.

Version No 1: 19 Aug 2021 (11:55 hrs)

20 To recapitulate, cl 5.4 of the SPA required the Purchasers to pay the remaining 5% of the purchase price to SAL as stakeholder on the Final Payment Date. The Purchasers duly made the payment.

21 Under cl 5.5, the Purchasers were entitled to make a claim for deduction from the Stakeholding Sum by serving on the SAL and the Vendor a notice of deduction ("Notice of Deduction").[15] The Vendor was, equally, entitled to dispute the Purchasers' Notice of Deduction by serving a notice on SAL under cl 5.6 of the SPA ("Notice of Dispute").[16] As stated above at [9]–[10], the Purchasers and Vendor served the requisite forms on SAL.

22 Before moving to the main issues, I first dispose of a submission by the Vendor that the Purchasers had breached the SPA by their "continued refusal to execute Form 3B to allow the Stakeholding [Sum] to be released by the SAL to the [Vendor] without court intervention".[17] This is incorrect. There is nothing in the SPA that imposed such a duty on the Purchasers, and the Purchasers could not be said to have breached the SPA in this regard.

23 I move on to the main issues.

24 The first is the nature of the Vendor's claim in this originating summons. I agreed with the position of the Purchasers,[18] which is the same as that of the young *amicus curiae*,[19] that the Vendor's cause of action was one that was

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15 ABOD at p 29.

16 ABOD at p 29.

17 RWS at para 148.

18 AWS at para 81.

19 Young Amicus Curiae's Written Submissions ("YWS") at para 7.

Version No 1: 19 Aug 2021 (11:55 hrs)

"founded on a contract" within the meaning of s 6(1)(*a*) of the Limitation Act. There are two reasons for this.

25 Firstly, in *Thomson Hill Pte Ltd v Chang Erh* [1992] 2 SLR(R) 366, the Court of Appeal held that the relationship between a stakeholder, a purchaser, and a vendor is contractual in nature: at [15]. I see no reason to depart from this clear rule simply because the SAL is the stakeholder. Thus, where an action is brought by a purchaser or vender in connection with such stakeholding arrangement, it follows that it is contractual.

26 Secondly, even though it is possible for a stakeholder to undertake the role of a trustee concurrently, this can only be the case where the parties had agreed or intended for the stakeholder to do so (*The Republic of the Philippines v Maler Foundation and others and other appeals* [2014] 1 SLR 1389 at [99]–[100]). There is nothing in the Singapore Academy of Law (Stakeholding) Rules (1998 Ed) (the "Stakeholding Rules"), which suggests that the SAL would hold stakeholding monies in the capacity of a trustee.

27 Nevertheless, it did not follow that the Vendor's cause of action is time-barred. In my view, the Vendor's cause of action will never be time-barred in the present situation, that is, where the Purchasers have filed a Notice of Deduction and the Vendor has filed a Notice of Dispute in response, under r 7 of the Stakeholding Rules. This conclusion follows from the regime resulting from the superimposition of the Stakeholding Rules onto the two-contract analysis of stakeholding arrangements, which I set out below.

Version No 1: 19 Aug 2021 (11:55 hrs)

28 Generally, where a stakeholder is involved, there are two separate contracts to be considered: *Gribbon v Lutton* [2002] 1 QB 902 at [11].[20] The first is the contract between the vendor and the purchaser (in the context of a sale of property) which determines when and to whom the stakeholding monies will be paid. This contract is referred to as the bilateral contract. The second is the contract relating to the stakeholding monies between the vendor, the purchaser, and the stakeholder. This contract is referred to as the tripartite contract. Generally, the scope and purpose of the tripartite contract, which is not typically written, is very limited: this contract provides that the stakeholder shall keep the stakeholding monies *pending* a triggering event and shall make payment in response to that event. The processes and safeguards attending these triggering events thus serve to protect the purchasers and vendors' interest in the stakeholding monies.

29 In the present case, the SPA was the bilateral contract between the Purchasers and the Vendor. Clause 5.4 of the SPA provided that SAL was to hold sums as stakeholder (see [7] above). Accordingly, there was a tripartite contract between the Purchasers, the Vendor, and the SAL for the SAL to retain the Stakeholding Sum pending a triggering event.

30 The crux of the Time-Bar Issue pertains to the terms of the tripartite contract governing the SAL's position as stakeholder, specifically, how such terms show that limitation will never apply in the situation described at [27] above. The starting points are rules 12(1) and 12(2) of the Housing Developers Rules (2008 Rev Ed). They provide that the sale and purchase agreement of a unit in a housing project or a unit in a housing project which is intended to comprise a lot in a strata title plan *must* be in one of the prescribed forms under

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[20] AWS at paras 84 and 85.

Version No 1: 19 Aug 2021 (11:55 hrs)

the First Schedule to those rules. For these agreements, r 12(5) then provides that the SAL *shall* act as stakeholder, as governed by the Singapore Academy of Law Act (1997 Rev Ed) (the "SAL Act"). The SAL is empowered to act as a stakeholder by s 4(1)(*ka*) of the SAL Act. Hence, by virtue of the Housing Developers Rules, purchasers and vendors do not have a choice of stakeholder, and conversely, the SAL may not refuse to be their stakeholder. The law prescribes SAL's stakeholdership, and with it comes the rules they have enacted pursuant to their powers under s 27 of the SAL Act to give effect to their stakeholding function, namely, the Stakeholding Rules.

31 Thus, to respect the SAL's part in this three-party stakeholding relationship, the terms of the tripartite contract must be consistent with the Stakeholding Rules in force at the time into which the bilateral contract (*ie*, the SPA) was entered. In relation to the purchaser and vendor, their part in this relationship is respected so long as those rules protect their interest in the stakeholding monies in the sense described at [28] above. They are designed to. The rules represent the provisions which the SAL has determined are "necessary or expedient" for it to carry out its function (see s 27(1) of the SAL Act). This necessarily entails the processes and safeguards required to protect that interest. Indeed, if one examines the Stakeholding Rules, it will be found that they provide for how monies are to be paid in, paid out, and the procedures to be followed in the event of a dispute as regards payments out. The last of which being the very situation in the present case.

32 Accordingly, the Stakeholding Rules may be said to constitute the main parameters of the tripartite contract. By "main parameters", I mean that, where the Stakeholding Rules address matters falling within the purpose and scope of the tripartite contract, any terms asserted to form part of their tripartite contract must be within the bounds set by the rules. Of course, not everything in the

Version No 1: 19 Aug 2021 (11:55 hrs)

Stakeholding Rules falls within the scope of this tripartite contract. Take for example, r 8 which concerns how the SAL internally authorises its officers to carry out its duties and exercise its powers under the Stakeholding Rules. This ostensibly has nothing to do with the contract. By contrast, r 7 – which I will discuss below – is plainly relevant. Conversely, there could be terms in the contract which do not appear in, and are not inconsistent with the rules,for example, those that may be found in the SPA, or arising by implication. Therefore, where a party seeks recourse by reference to the *tripartite* contract, they will need to identify an applicable rule in the Stakeholding Rules which can be read as a term governing the tripartite relationship. Or, if there are no relevant rules (though I note this is unlikely given the limited scope of the tripartite contract observed at [28] above), they will need to formulate an applicable term and demonstrate that such term: (a) forms part of the contract; and (b) is not inconsistent with the Stakeholding Rules. I must reiterate that this analysis and approach follows from and indeed serves to reconcile the contractual nature of the three-party purchaser-vendor-stakeholder relationship with the superimposition of the Stakeholding Rules.

33 This brings me back to the present case. As stated at [4] above, the parties' dispute pertained specifically to whether there was a basis – after more than six years – for the Vendor to seek an order compelling the SAL to release the Stakeholding Sum. The parties' entitlement to such sum itself being the subject of an earlier, unresolved dispute. The mechanisms for managing and resolving such disputes are *specifically and exactly* provided for by r 7 of the Stakeholding Rules. This being the case, there was no need for the terms of the tripartite contract to be separately formulated. This would be redundant. Rule 7 is squarely applicable and to resolve the instant dispute, it can be interpreted and applied as a term governing the three parties' contractual relationship.

Version No 1: 19 Aug 2021 (11:55 hrs)

34 On this basis, we can turn to examine r 7 of the Stakeholding Rules to determine its applicability beyond the ordinary limitation period. I reproduce r 7 here:

> **Amounts in dispute**
>
> 7.—(1) A Vendor who disputes the Purchaser's notice of deduction, in full or in part, shall notify the Academy, stating the amount in dispute and the amount not in dispute, on such form as may be determined by the Academy and such notice shall be served at least one working day before the due date of payment.
>
> (2) The amount in dispute shall be held by the Academy *beyond the stakeholding period*; and the period during which the amount in dispute is held shall be treated as an extension of the stakeholding period.
>
> (3) The amount in dispute shall be *released to the parties* on the receipt by the Academy of the —
>
> (*a*) final notice to pay as agreed to by the parties on such form as may be determined by the Academy; or
>
> (*b*) *court order on the final apportionment or division of the disputed amount*,
>
> whichever is the earlier.
>
> (4) Final payment to the parties of disputed amounts shall be made by the Academy within 7 working days of the receipt of the notice or court order referred to in paragraph (3).
>
> [emphasis added]

In essence, r 7 provides that the following occurs in a situation where the purchaser has filed a Notice of Deduction and the vendor has filed a Notice of Dispute in response. Firstly, r 7(2) provides that the SAL will continue to hold the stakeholding monies "beyond the stakeholding period". There is no provision of a time limit to this period anywhere in the Stakeholding Rules; this suggests that SAL will hold these monies indefinitely. Secondly, r 7(3) provides that the SAL will release the stakeholding monies to the parties *only* where: (a) the parties notify SAL that they have reached an agreement; or (b) a court order

Version No 1: 19 Aug 2021 (11:55 hrs)

is received by the SAL. Hence, once the dispute mechanism under r 7 has been set in motion, these are two triggering events for payment out by SAL of the stakeholding monies. Pending the occurrence of one of the two events, the SAL is to retain the stakeholding monies.

35 It would be helpful at this point, to consider the intention behind the dispute resolution mechanism under r 7. The clear intention of this rule is that, in the event that the purchaser and the vendor cannot come to an agreement in relation to stakeholding monies, it is necessary for any party desiring its release to obtain a court order. The intention is for the SAL, as stakeholder, not to be involved in such disputes and the parties should take their quarrel to the court which will, upon adjudication, make an order to the SAL for payment out.

36 The Purchasers contend that the Vendor's claim in this action is time-barred, on the basis that the Vendor's cause of action in this originating summons falls under the SPA.[21] However, the Vendor's claim does not rest on a breach by the Purchasers of any of the terms of the SPA. The latter have duly paid 5% of the purchase price to the SAL as stakeholder in compliance with the SPA. What they have done was to serve a Notice of Deduction which jammed the normal process of payment out of the Stakeholding Sum to the Vendor. The Purchasers are wholly entitled to lodge a Notice of Deduction under the SAL Stakeholding Rules; there is hence no breach of contract by the Purchasers, whether of the bilateral or tripartite one, from this act. Therefore, the Vendor's claim cannot be founded on any such breach. Rather, the cause of action that the Vendor relied on in this originating summons is the tripartite contract, more specifically, the dispute resolution mechanism provided by r 7(3) of the Stakeholding Rules. This rule – which governs the parties' tripartite

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[21] AWS at para 83.

Version No 1: 19 Aug 2021 (11:55 hrs)

relationship following my analysis at [30]–[33] above – exists for vendors and purchasers to resolve disputes regarding the Stakeholding Sum, by seeking a determination by the court of their entitlement to this sum. The application in this originating summons may be compared to interpleader proceedings in which a party who holds an asset seeks a determination by the court as to the claims of two or more persons in relation to those assets. However, in this case, the holder of the asset, *ie*, the SAL, is not a party to the proceedings and the other two parties to the tripartite agreement have agreed to resolve their dispute in court and obtain a court order directing the SAL to make the payment out.

37 This being an application under the tripartite contract, the inquiry then turns to whether s 6(1)(*a*) of the Limitation Act applies in relation to the Vendor's cause of action in this originating summons.

38 The first question concerns the date on which the Vendor's right to seek relief arose. From r 7 of the Stakeholding Rules, it is clear that the Vendor's right to seek recourse to the court arises upon notification to the SAL pursuant to r 7(1) that it disputes the Purchasers' Notice of Deduction. It is not in dispute that more than six years has elapsed before the Vendor filed this originating summons.

39 The next question is whether s 6(1)(*a*) of the Limitation Act applies so that the right of the Vendor to apply to the court for a determination of its right to the Stakeholding Sum is lost. In my view, it is not, for the following reasons.

40 Firstly, as noted at [34] above, r 7 of the Stakeholding Rules do not contemplate a limit to the period of extension of the stakeholding period and provides for payment out only upon the occurrence of the two triggering events. It follows that these two triggering events will always be available to the parties.

Version No 1: 19 Aug 2021 (11:55 hrs)

Since the seeking of a court order is one such triggering event, it must in turn follow that it was intended that no limitation period is to apply in respect of the party's action in court to do so. Given then, that the terms of the tripartite contract must be consistent with r 7, this implies that the Purchasers and Vendor had adopted the very same intention when contracting, and thus contracted out of any limitation period that would apply to either party commencing an action under the tripartite contract, specifically for a court order on the final apportionment of the Stakeholding Sum. Indeed, as a matter of law, the applicability of the Limitation Act is not absolute and can be excluded by the parties' contract: *Cytec Industries Pte Ltd v Asia Pulp & Paper Co Ltd* [2009] 2 SLR(R) 806 ("*Cytec Industries*") at [14]. In *Cytec Industries*, the clause which sought to exclude the limitation period was express, but given the narrow group of contracts to which this decision will apply – coupled with the absurd alternative consequences discussed in the next paragraph – I am satisfied that the same intention to exclude limitation can be ascertained by properly interpreting r 7 of the Stakeholding Rules.

41 Secondly, there can be any number of reasons for a long delay in commencing the action to obtain the court order. For example, in attempting to come to an agreement under r 7(3)(*a*) of the Stakeholding Rules, the parties may take a substantial amount of time when doing so, such as by negotiating directly or pursuing mediation, and parties may then ultimately fail and thus have to seek a court order to resolve the impasse. There is therefore no reason of policy to impose a time-bar. Indeed, as the learned DJ recognised, were there a time-bar, the Stakeholding Sum would "forever be in the possession of a stakeholder that has no beneficial interest in the money" and that this would be an "insensible and irrational state of affairs to bring about": GD at [25].

Version No 1: 19 Aug 2021 (11:55 hrs)

42 Hence, even though the present claim by the Vendor against SAL is founded on a contract (*ie*, the tripartite contract), there is no limitation period applicable to the Vendor's claim to the stakeholding monies held by the SAL, including that under s 6(1)(*a*) of the Limitation Act.

43 As concerns the Purchasers, the Vendor has joined them as defendants in this originating summons in which it prays for an order to the SAL for payment out. The Purchasers have an interest in this matter and have been properly joined as defendants. They claimed that the Vendor was in breach of the SPA in relation to the Alleged Defects. In general, a court when faced with the present applications by both parties, has the discretion to convert the originating summons to a writ action in which the Purchasers' claim will be adjudicated and a final determination may be made on whether the Vendor is liable for the defects and the quantum of that liability. Thereafter, the court can make a final order to the SAL to make appropriate payments out of the Stakeholding Sum to either party or to both parties. The problem with the Purchasers' claim is that their right under the SPA, *ie*, the bilateral contract, to claim against the Vendor for breach of contract was time-barred at the time this originating summons was filed. Their claim will therefore fail for this reason, even if they can succeed on merits.

Conclusion

44 For the above reasons, I was satisfied that the Vendor is entitled to the Stakeholding Sum of S$64,450 and ordered the SAL to release that sum to them. Having dismissed this part of RAS 21, the issue of whether the proceedings

Version No 1: 19 Aug 2021 (11:55 hrs)

should be continued as if begun by writ, *ie*, RAS 22, was a non-starter (see [43] above).

45 However, I was not convinced that the Purchasers should pay interest on this sum for the six-year period preceding the commencement of proceedings, *ie*, 20 June 2014 to 19 June 2020. The Vendor had chosen to make this application after a long delay, which benefitted them in that the Purchasers' claim had become time-barred by then. I therefore allowed the Purchasers' appeal for RAS 21 in part.

46 The Vendor had previously sent a Calderbank letter to the Purchasers on 14 October 2020, in which they offered to settle the present appeals by forgoing the cash portion of the judgment below. This amounted to S$20,000 in interest and S$9,000 in costs. In view of this Calderbank letter, I ordered indemnity costs from the date of the letter, fixed at S$10,000 to be paid by the Purchasers to the Vendor.

47 Lastly, I would like to express my profound gratitude to the young *amicus curiae*, Mr David Fong Cheng Yee, for his detailed and helpful submissions.

Lee Seiu Kin
Judge of the High Court

Version No 1: 19 Aug 2021 (11:55 hrs)

Liew Teck Huat, Ow Jiang Meng Benjamin and Bryan Looy Chye Shen (Niru & Co LLC) for the appellants;
Ling Tien Wah and Wah Hsien-Wen Terence (Dentons Rodyk & Davidson LLP) for the respondent;
Fong Cheng Yee David (Davinder Singh Chambers LLC) as young *amicus curiae*.

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Manager
Judge's Chambers

Version No 1: 19 Aug 2021 (11:55 hrs)