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DISTRICT JUDGE SAMUEL WEE CHOONG SIAN
1 OCTOBER 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 253

District Court Originating Claim No 248 of 2022

Between

(1) Soh Chuan Swee

(2) Tok Beng Kee

… *Claimants*

And

L.S. Construction Pte Ltd

… *Defendant*

JUDGMENT

Building And Construction Law — Construction torts — Negligence

Building And Construction Law — Construction torts — Torts affecting adjoining land

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Version No 1: 01 Oct 2025 (08:55 hrs)

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Soh Chuan Swee and another
v
L.S. Construction Pte Ltd

[2025] SGDC 253

District Court Originating Claim No 248 of 2022
District Judge Samuel Wee
6 May 2025, 3, 4 July 2025, 11 September 2025

1 October 2025 Judgment reserved.

District Judge Samuel Wee:

Introduction

1 The Defendant was constructing a residential development called "Affinity at Serangoon" comprising apartments and strata landed houses in Serangoon North Avenue 1 ("Construction Site").[1] The Claimants live across the road[2] from the Construction Site and allege that the demolition works, concrete piling and I-beam extraction ("Vibration Causing Works") performed at the Construction Site between November 2018 and April 2021 caused damage to their house ("Claimants' House").[3]

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[1] Claimant's Closing Submissions ("CMClosingSubs")_[4]; Statement of Claim (Amendment No. 2) ("SOC")_[4]; Defence (Amendment No. 2) ("DF")_[6].

[2] CMClosingSubs_[6]; SOC_[1].

[3] CMClosingSubs_[5], [8]-[9]; Defendant's Closing Submissions ("DFClosingSubs")_[2(a)]; SOC_[5]; DF_[6]-[7].

2 After receiving complaints from the Claimants, the Defendant performed some minor repairs in January 2020 to patch up some cracks and address water seepage at the Claimants' House ("Initial Repair Works").[4] At the Claimants' request, the Defendant later explored performing further repair works in 2021 ("Further Repair Works"),[5] but stopped doing so because it disputed the cause and extent of damage relied on by the Claimants.[6] According to the Defendant, its offer to perform the Initial Repair Works or Further Repair Works was made on a goodwill basis, without admission of liability.[7]

3 Dissatisfied, the Claimants commenced this action against the Defendant for performing the Vibration Causing Works and Initial Repair Works negligently.[8] The Claimants had originally relied on a claim for nuisance, but abandoned this after the affidavits of evidence-in-chief ("AEICs") were filed.[9]

Background facts

4 The Claimants' House was built between 2017 and 2018, with the Certificate of Statutory Completion issued on 20 August 2018.[10]

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[4] Claimants' affidavit of evidence-in-chief ("AEIC") of Soh Chuan Swee ("CMAEIC_Soh")_[37]; Defendant's AEIC of Tan Chia How ("DFAEIC_Tan")_[12].

[5] SOC_[13]-[14].

[6] DF_[12]-[17].

[7] DFClosingSubs_[5]; DF_[12]-[14].

[8] DFClosingSubs_[2]; SOC_[6]-[8], [11].

[9] 1TRANS_PDF24:9-31. **[Day of Trial]TRANS_[PDF Page Number]:[Lines in Transcript]*.

[10] CMClosingSubs_[2]; CMAEIC_Soh_[5]-[6].

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5 The Defendant was the main contractor at the Construction Site, which was across the road from the Claimants' House, with a separating distance of around 12 metres.[11]

6 Before works commenced at the Construction Site,[12] a pre-condition survey of the Claimants' House was conducted ("Oct 2018 Pre-condition Survey").[13] The results of the Oct 2018 Pre-condition Survey are set out in a Pre-condition Photographic Survey Report dated 8 October 2018 ("Oct 2018 Survey Report"), which shows that the Claimants' House was generally defect-free at the time, although there were various cracks observed in walls and tiles.[14]

7 The Vibration Causing Works commenced in November 2018.

(a) Demolition works were carried out from November 2018 to April 2019 to remove the existing buildings at the Construction Site ("Demolition Period").[15]

(b) Piling works were carried out from April 2019 to August 2019 ("Piling Period").[16]

(c) I-beam installation and extraction works were carried out from sometime in 2020 to April 2021 ("I-beam Period").[17]

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[11] CMAEIC_Soh_[7]-[8].

[12] CMAEIC_Soh_[9].

[13] CMAEIC_Soh_[10]-[11].

[14] DFClosingSubs_[21]; CMAEIC_Soh_34-77.

[15] DF_[7]; Defendant's AEIC of Lim Tse Wee ("DFAEIC_Lim")_[8].

[16] DF_[7] ; DFAEIC_Lim_[9].

[17] DF_[7]; DFAEIC_Lim_[10].

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8 The Claimants first noticed damage to the Claimants' House in October 2019[18] – around two months after the Piling Period and before the I-beam Period began (ie. no Vibration Causing Works were being performed at the time).

(a) The damage related to cracks in the common party wall, glass blocks and floor tiles at the front porch of the Claimants' House, which resulted in water seeping through the cracks when it rained.[19]

(b) From WhatsApp message records, it is apparent that the Defendant offered to perform the Initial Repair Works after the Claimants' House was inspected by its staff Mr Jason Tee[20] and Mr Tan Chia How ("Mr Tan").[21] Based on a letter dated 7 January 2020 sent by the Defendant to the Claimants, the offer to perform the Initial Repair Works was made on a "without prejudice and without admission of liability basis".[22]

(c) Prior to this, there were no complaints from the Claimants about damage arising from the Vibration Causing Works. While the Claimants pointed to dust that flew into the Claimants' House during the Demolition Period and possible inadequacies in the barriers and netting installed by the Defendant at the Construction Site,[23] these complaints had nothing to do with the alleged damage caused by the Vibration Causing Works.

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[18] DFClosingSubs_[11(a)]; CMAEIC_Soh_[30]; DFAEIC_Tan_[8]; 1TRANS_PDF33:9-24.

[19] CMAEIC_Soh_[30].

[20] CMAEIC_Soh_[30]-[33], 175-176; DFAEIC_Tan_[6].

[21] CMAEIC_Soh_[34]-[37], 181-187.

[22] CMAEIC_Soh_189; DFAEIC_Tan_[10], 10627; DFAEIC_Lim_[17].

[23] CMAEIC_Soh_[14]-[27]; 1TRANS_PDF32:27-32.

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9 In March 2020, the First Claimant experienced vibrations ("Mar 2020 Vibrations") in the Claimants' House that allegedly caused some cracks in the granite floor.[24]

(a) The alleged vibrations happened when the Defendant was extracting I-beams from the ground.[25]

(b) The First Claimant testified that the vibrations were strong enough that one of the lighting fixtures in the Claimants' House started swaying vigorously on 5, 6 and 16 March 2020.[26] While he submitted video footage to support his view, the video footage was not helpful as it simply showed some swaying of the lighting fixture,[27] which could have happened for a variety of reasons given the dangling design of the lighting fixture.[28]

(c) Further, based on the Monitoring Reports produced by the Defendant, the vibrations at the perimeter of the Construction Site were lower than 2mm/s and within the limit of 5mm/s.[29]

10 Due to the Covid-19 Circuit Breaker, the Defendant did not inspect the alleged damage caused by the Mar 2020 Vibrations until September 2020.[30] After some discussions, the Defendant's Mr Tan indicated that the Defendant

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[24] DFClosingSubs_[11(b)]; CMAEIC_Soh_[38]-[40], 184, 208-211.

[25] CMAEIC_Soh_184, messages at 13.27 on 5 March 2020.

[26] CMAEIC_Soh_[38]; 1TRANS_PDF30:21-PDF31:6.

[27] CMAEIC_Soh_208-211.

[28] DFClosingSubs_[49]; Defendant's Reply Submissions ("DFReplySubs")_[31].

[29] DFAEIC_Lim_[11]-[12], 5226-5227; Defendant's AEIC of Derek Richard Mills dated 23 July 2024 ("DFAEIC_Mills1")_PDF19([5.26]).

[30] CMAEIC_Soh_[42]-[43].

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was prepared to perform the Further Repair Works to address the alleged damage caused by the Mar 2020 Vibrations, but suggested that they be done after the extraction of all I-beams.[31]

11 In March 2021, the First Claimant again experienced vibrations in the Claimants' House.[32]

(a) The alleged vibrations happened on 29 March 2021, while the Defendant was extracting some I-beams from the ground.[33]

(b) Based on the Monitoring Reports produced by the Defendant, the vibrations at the perimeter of the Construction Site were lower than 2mm/s and within the limit of 5mm/s.[34]

12 In April 2021, the Defendant's Mr Tan provided the First Claimant with a draft method statement ("Apr 2021 Draft MS").[35] The Apr 2021 Draft MS set out the scope of the proposed Further Repair Works, which included repairs to cracks, painting, and the application of waterproofing chemicals, but excluded works for cracks in the floor tiles. The First Claimant was not satisfied with and did not agree to the Apr 2021 Draft MS.[36]

13 Thereafter, the parties were unable to agree on the scope of the Further Repair Works, and the Defendant decided not to provide further assistance to

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[31] CMAEIC_Soh_[44]-[49], 185.

[32] DFClosingSubs_[11(c)]; CMAEIC_Soh_[50], 186.

[33] CMAEIC_Soh_186, messages between 15.37 and 17.18 on 29 March 2021.

[34] DFAEIC_Lim_[11]-[12], 5325-5326.

[35] CMClosingSubs_[126]; CMAEIC_Soh_[54], 283; DFAEIC_Tan_[13].

[36] CMClosingSubs_[136].

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the Claimants.[37] According to the Defendant, it was initially prepared to perform the Further Repair Works on a goodwill basis, but withdrew this offer because the Claimants were relying on damage that could not have been caused by the Vibration Causing Works.[38]

Issues

14 There are two main issues:

(a) whether the Defendant performed the Vibration Causing Works negligently; and

(b) whether the Defendant performed the Initial Repair Works negligently.

Vibration Causing Works

Parties' positions

15 The Claimants take the position that they have proven the following requisite elements of negligence: (a) the Defendant owed a duty of care in respect of the performance of the Vibration Causing Works;[39] (b) the Defendant breached its duty;[40] (c) the Vibration Causing Works caused damage to the Claimants' House;[41] and (d) the damage was not too remote.[42]

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[37] CMAEIC_Soh_[57]; DF_[12]-[17].

[38] DF_[12]-[17]; DFAEIC_Tan_[13]-[15].

[39] CMClosingSubs_[13]-[33], [38]-[39], [55]-[57], [59].

[40] CMClosingSubs_[34]-[37], [58], [60]-[63].

[41] CMClosingSubs_[80]-[83], [88]-[89].

[42] CMClosingSubs_[86].

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16 The Defendant contends that the Claimants have not established all four requisite elements.[43] Its defence is two-fold:[44]

(a) The main defence is that the Claimants have not proven the elements of breach of duty and causation.[45] This defence seeks to dispose of the Claimants' claim without addressing the issue of whether a duty of care even exists.

(b) The alternative defence is that it did not owe a duty of care in respect of the performance of the Vibration Causing Works, which were undertaken by independent subcontractors.[46]

Breach of duty

17 The Claimants have failed to prove that the Defendant breached its duty of care by failing to act in accordance with industry practices when performing the Vibration Causing Works.[47]

18 Vibrations are expected from the Vibration Causing Works.[48] Indeed, the First Claimant, who has been a general contractor in the construction industry for more than 50 years,[49] accepted during cross-examination that it is

[43] DFClosingSubs_[8].

[44] DFClosingSubs_[5].

[45] DFClosingSubs_[9].

[46] DFClosingSubs_[58]-[65].

[47] CMClosingSubs_[34]-[37], [63]; Claimants' Reply Submissions ("CMReplySubs")_[13]-[22].

[48] DFClosingSubs_[32].

[49] CMAEIC_Soh_[4].

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not unusual for such vibrations to be caused and clarified that his grievance lay with the alleged excessiveness of the vibrations.[50]

19 However, the evidence shows that the vibration levels caused by the Vibration Causing Works were within acceptable levels.

(a) The Defendant has produced Monitoring Reports showing that the vibrations caused by the Vibration Causing Works did not exceed 2mm/s and were well within the required limit of 5mm/s.[51]

(b) The Monitoring Reports were based on two vibration monitors ("VMs"): (i) VM-01 that was positioned at the north perimeter of the Construction Site; and (ii) VM-02 that was positioned at the south perimeter of the Construction Site, and just across the road from the Claimants' House.[52] The VMs provided continuous monitoring of vibrations[53] and show that it is unlikely that the Claimants' House experienced vibrations from the Vibration Causing Works in excess of 2mm/s, particularly since the Claimants' House was located outside the perimeter of the Construction Site.[54]

(c) While the Claimants contend that the Monitoring Reports are not accurate,[55] they have produced no evidence to substantiate their assertion.[56] In this regard, it is pertinent that the Claimants were

[50] 1TRANS_PDF30:12-PDF31:4.

[51] DFAEIC_Lim_[11]-[12], 412-10969.

[52] DFAEIC_Lim_5233.

[53] DFAEIC_Lim_5139.

[54] DFReplySubs_[14]; 2TRANS_PDF66:1-30.

[55] CMClosingSubs_[42]-[54]; DFClosingSubs_[42]; CMReplySubs_[51]; CMAEIC_Soh_[67].

[56] DFClosingSubs_[43]; DFReplySubs_[10]-[11].

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informed by the Building and Construction Authority that it is "not in possession of any evidence that could suggest that the instrumentation data could have been adjusted or is in fact from [some] other work site".[57]

(d) The First Claimant's oral testimony that he felt strong vibrations on 5, 6 and 16 March 2020 and 29 March 2021 (see [9] and [11] above) was of no assistance, as the Monitoring Reports show that the vibration levels were lower than 2mm/s on those days.[58] In this regard, the video footage the Claimants relied on does not support their assertion that the lighting fixture in the Claimants' House was swaying vigorously on 5, 6 and 16 March 2020 (see [9(b)] above).

20 The following arguments raised by the Claimants are also untenable:

(a) The Claimants argue that the existence of damage to the Claimants' House means that the Vibration Causing Works were not performed in accordance with industry practice.[59] However, the Claimants have not produced evidence of the alleged industry practice. Further, this argument seems to conflate the element of breach of duty with the element of causation (see [24(c)] below).

(b) The Claimants contend that the Defendant did not act in accordance with industry practice by failing to conduct a second pre-condition survey after the Oct 2018 Pre-condition Survey.[60] Again, the

[57] DFClosingSubs_[44(b)], [45]; CMAEIC_Soh_441-443; 1TRANS_PDF56:17-29.

[58] DFAEIC_Lim_[11]-[12], 5226-5227, 5325-5326; 2TRANS_PDF69:13-PDF71:4.

[59] CMClosingSubs_[60]-[63], [164].

[60] CMClosingSubs_[64], [166].

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Claimants have not produced evidence of such an industry practice.[61] I also agree with the Defendant that the Claimants are not entitled to rely on this contention, which is not part of their pleaded case.[62]

(c) The Claimants assert that the Defendant did not act in accordance with industry practice by failing to ensure an adequate number of vibration sensors.[63] Once more, the Claimants have not produced evidence of such an industry practice, and are not entitled to rely on this unpleaded point.[64]

21 Moreover, contrary to the Claimants' assertion, the Defendant did not admit liability for performing the Vibration Causing Works negligently.[65] I agree with the Defendant that there was no unequivocal admission of liability (*Qingdao Bohai Construction Group Co, Ltd and others v Goh Teck Beng and another* [2016] 4 SLR 977 at [87]), given that:[66] (a) the First Claimant confirmed during cross-examination that there is no "black and white" documentation of the Defendant admitting to fault;[67] and (b) the documents show that the Defendant's offer to perform the Initial Repair Works or Further Repair Works was on a goodwill basis, without admission of liability.[68]

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[61] DFReplySubs_[15].

[62] DFReplySubs_[15].

[63] CMClosingSubs_[65], [167].

[64] DFReplySubs_[16].

[65] CMClosingSubs_[128]-[157]; CMReplySubs-[52].

[66] DFClosingSubs_[51]-[57].

[67] 1TRANS_PDF77:2-17, PDF83:14-21, PDF85:10-24.

[68] CMAEIC_Soh_189, 399-400.

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Causation

22 The Claimants have failed to prove that the Vibration Causing Works caused the alleged damage to the Claimants' House.

23 The Claimants' evidence on causation is premised on the testimony of the First Claimant and their expert Mr Loggie Bruce Jamieson ("Mr Loggie").[69] However, their evidence does not assist the Claimants' position.

(a) The First Claimant's evidence was speculative and lacked objectivity.[70] Based on his experience in the construction industry,[71] the First Claimant was aware that "shrinkage cracks from expansion and contraction from a new construction and/or weather conditions are normal",[72] which is why there is typically a defects liability period and accompanying warranties for new construction projects to deal with such issues.[73] Despite this, the First Claimant was quick to assume that the alleged damage was caused by the Vibration Causing Works rather than by inherent defects in the recent construction of the Claimants' House, and did not conduct any investigations to substantiate his view objectively.[74]

(b) Mr Loggie's evidence was also unhelpful.

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[69] CMClosingSubs_[88]-[89].

[70] DFClosingSubs_[17]-[22].

[71] CMAEIC_Soh_[4].

[72] CMAEIC_Soh_[31].

[73] 1TRANS_PDF26:9-24, PDF28:7-13.

[74] 1TRANS_PDF34:1-PDF35:8.

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(i) Mr Loggie was tasked to "investigate and report on the condition of the [Claimants' House]"[75] and "advise on the appropriate corrective action"[76] (that encompassed identifying and detailing the damage observed and quantifying the rectification costs)[77] rather than to provide an opinion on the effects of the Vibration Causing Works and their link to the damage to the Claimants' House.[78]

(ii) While Mr Loggie's Expert Report states that the alleged damage was caused by the Vibration Causing Works,[79] he confirmed during cross-examination that he was essentially reiterating the Claimants' view and had not undertaken any investigation of his own.[80] Mr Loggie also confirmed at trial that he did not review the Monitoring Reports and suggested that the Claimants seek assistance from someone with expertise on the effects of vibrations and ground movements.[81]

(iii) Consequently, Mr Loggie was not able to assist the Court in explaining how the alleged damage could have arisen when the vibrations detected were lower than 2mm/s,[82] and I do not find his evidence on the issue of causation to be of assistance.

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[75] Claimants' AEIC of Loggie Bruce Jamieson ("CMAEIC_Loggie")_PDF3([8]).

[76] CMAEIC_Loggie_PDF3([9]).

[77] 1TRANS_PDF62:14-26; 2TRANS_PDF12:5-17, PDF14:11-17, PDF21:8-13.

[78] DFClosingSubs_[14]-[16]; DFReplySubs_[12]; 1TRANS_PDF66:8-13.

[79] CMClosingSubs_[158]-[159]; CMAEIC_Loggie_PDF50([4.1]).

[80] DFClosingSubs_[14]-[16]; 2TRANS_PDF12:25-31, PDF13:21-24, PDF14:1-22, PDF21:8-13.

[81] DFReplySubs_[26]; 2TRANS_PDF9:12-PDF10:21, PDF23:1-PDF24:14.

[82] 2TRANS_PDF18:1-7.

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24 In contrast, the Defendant's evidence and arguments show that it is likely that the damage was not caused by the Vibration Causing Works.[83]

(a) The Defendant's expert, Mr Derek Richard Mills ("Mr Mills") reviewed the Monitoring Reports and testified that the Claimants' House "was not exposed to a magnitude of vibrations that would ordinarily affect the building or induce damage"[84] and that the alleged damage to the Claimants' House was not caused by the Vibration Causing Works.[85]

(i) Mr Mills described the damage in question as cosmetic (rather than structural) in nature,[86] pointed out that cosmetic damage is caused by vibrations between 8mm/s and 20mm/s,[87] and concluded that the vibrations of less than 2mm/s detected for the Vibration Causing Works mean that they did not cause the damage to the Claimants' House.[88]

(ii) I accept Mr Mills' view for two main reasons. First, I am satisfied that he has the requisite expertise to provide expert evidence on the effect of the vibrations on the Claimants' House.[89] Second, his view is well reasoned and coherent – it was reached after he considered various technical papers[90] and

[83] DFClosingSubs_[24]-[41].

[84] DFAEIC_Mills1_PDF19([5.27]).

[85] DFClosingSubs_[24]-[25]; DFAEIC_Mills1_PDF64([7.17]).

[86] DFAEIC_Mills1_PDF22([5.46]-[5.48]).

[87] DFAEIC_Mills1_PDF22([5.49]).

[88] DFAEIC_Mills1_PDF22([5.44], [5.49]), PDF60([6.1(4)]).

[89] DFClosingSubs_[26]-[28]; DFReplySubs_[28]-[29]; DFAEIC_Mills1_PDF9([1.2]), PDF148-162; 3TRANS_PDF10:1-PDF17:8. Suffice to say that I disagree with the arguments raised by the Claimants at CMClosingSubs_[90], [171] and CMReplySubs_[69]-[86].

[90] DFAEIC_Mills1_PDF11([3.6]-[3.9]).

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standards[91] relating to ground vibrations from construction works, and also the ground settlement markers and tilt meter readings in the Monitoring Reports, which revealed that there were no significant ground movements around the Claimants' House.[92]

(b) There were no complaints from the owners of houses neighbouring the Claimants' House regarding damage arising from the Vibration Causing Works.[93] The absence of such damage suggests that the damage to the Claimants' House may have arisen from some other cause, such as inherent defects in the Claimants' House that had been recently constructed. In this regard, the Oct 2018 Pre-condition Survey shows that cracks had already manifested in the Claimants' House in September 2018 (ie. one month after the Certificate of Statutory Completion was issued on 20 August 2018) (see [4] and [6] above).[94]

(c) To this end, I agree with the Defendant that the mere fact that the Claimants' House may have exhibited damage which was not specified in the Oct 2018 Survey Report does not mean that the damage must have been caused by the Vibration Causing Works.[95]

Conclusion on the Vibration Causing Works

25 The Claimants have not proven that the Defendant breached its duty of care, or that the Vibration Causing Works caused the alleged damage to the

[91] DFAEIC_Mills1_PDF11([3.11]-[3.13]).

[92] DFAEIC_Mills1_PDF16([5.7])-PDF17([5.14]), PDF63([7.10]).

[93] DFAEIC_Lim_[20].

[94] 1TRANS_PDF35:30-PDF38:21.

[95] DFClosingSubs_[18]-[19]; CMReplySubs_[36]-[39].

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Claimants' House. Their claim that the Defendant performed the Vibration Causing Works negligently therefore fails, since they cannot establish at least two of the four requisite elements of negligence.

26 Consequently, it is not necessary for me to consider the Defendant's alternative defence that it did not owe a duty of care in respect of the performance of the Vibration Causing Works, which were undertaken by independent subcontractors.

Initial Repair Works

27 The Claimants contend that the Defendant performed the Initial Repair Works negligently.[96]

28 The Defendant denies that it was negligent. It takes the position that it did not owe a duty of care because the Initial Repair Works were done on a goodwill basis[97] and that the Claimants have in any event not proven a breach of duty.[98]

29 While the Defendant may have performed the Initial Repair Works on a goodwill basis, its choice to perform the works means that it owed a duty of care to the Claimants.

30 However, the Claimants have failed to prove that the Defendant breached its duty of care. As the Defendant points out, the Claimants have not specified the standard of care to be met for the Initial Repair Works or how the

[96] CMClosingSubs_[126].

[97] DFClosingSubs_[68].

[98] DFClosingSubs_[69].

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Defendant fell short of that standard.[99] It is insufficient for the Claimants to merely opine that the Initial Repair Works were done badly as "all the patched-up areas were very uneven and ugly" and produce photographs that do not clearly demonstrate their position.[100]

31 The Claimants' claim that the Defendant performed the Initial Repair Works negligently therefore fails.

Conclusion

32 I dismiss the Claimants' claim. They have not proven that the Defendant performed the Vibration Causing Works or Initial Repair Works negligently.

33 The parties are to file and exchange written submissions on the issue of costs (limited to 7 pages) within 14 days from the date of this judgment.

Samuel Wee
District Judge

Anil Murkoth Changaroth (ChangAroth Chambers LLC) for the Claimants;
Tan Yiting Gina, Tan Yun Hao, Alson and Brenda Kylie Tay Kai Lin (Terra Law LLC) for the Defendant.

[99] DFClosingSubs_[69].

[100] CMAEIC_Soh_[37(c)], 191-208.

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