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DISTRICT JUDGE
SIA AIK KOR
30 DECEMBER 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGDC 331

District Court Originating Claim No 1487 of 2023

Between

Uddin Mohammad Zosim

… *Claimant*

And

CES Engineering &
Construction Pte. Ltd.

… *Defendant*

JUDGMENT

[Tort — Negligence — Breach of Duty]

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Uddin Mohammad Zosim
v
CES Engineering & Construction Pte. Ltd.

[2025] SGDC 331

District Court Originating Claim No 1487 of 2023
District Judge Sia Aik Kor
23 October 2024, 15 July, 21 July, 2 December 2025

30 December 2025 Judgment reserved.

District Judge Sia Aik Kor:

1 Uddin Mohammad Zosim (the "Claimant") was at all material times an employee of CES Engineering & Construction Pte Ltd (the "Defendant") and was employed by the Defendant to perform general construction work. This is the Claimant's claim against the Defendant in negligence and for breach of its statutory duties under the Workplace Safety & Health Act 2006 ("WSHA") in respect of injuries suffered in an accident.

The Claimant's case

2 On the first day of trial, the Claimant amended his statement of claim and evidence[1] to put the accident as happening on 26 April 2022 instead of 28 April 2022. He claimed that sometime on or about 26 April 2022, he was tasked

[1] Notes of Evidence ("NE"), 23 October 2024, 18/17-25

to bend rebars at a worksite and used a 25M rebar bender to do so. As he was carrying out the task, the rebar broke. As a result, the Claimant was flung about 2 metres away and landed on the formwork metal, suffering injuries as a result.

3 The Claimant claimed that the Defendant was negligent in

(a) failing to provide a safe system of work by not identifying and eliminating the danger and risks of the work that was being carried out;

(b) failing to supervise the Claimant adequately while he was performing the work he was tasked to do and failing to have proper coordination of the work;

(c) failing to provide the Claimant with additional workers to assist the Claimant at the material time given the nature of the work and the height he was working at;

(d) failing to ensure that the Claimant was fitted with safety protection equipment such as a harness safety or harness belt given the nature of the work;

(e) failing to ensure that all precautionary measures had been taken before the Claimant carried out the assigned task; and

(f) failing to assess the risk, threat or hazard posed by not assessing the working conditions, safety equipment and not providing adequate and proper tools for the Claimant to complete the assigned tasks.

4 The Claimant also claimed that the accident was caused by the Defendant's various breaches of its statutory duties under the WSHA, including

(a) failing to take any adequate measures necessary to ensure the safety and health of persons at work, contrary to section 12;

(b) failing to take any or any adequate measures necessary to ensure the safety and health of persons at work, contrary to section 14;

(c) failing to provide and maintain a work environment which is safe and without risk to the health of the person at work in breach of section 14(a);

(d) failing to ensure that the person at work is not exposed to hazards arising out of the arrangement, disposal or working of articles or things in the workplace in breach of section 14(c);

(e) failing to ensure that the person at work has adequate instruction, information, training and supervision as is necessary for the person to perform his work in breach of section 14(e);

(f) failing to ensure that articles or things kept in the workplace are safe and without risk to every person within those premises, contrary to section 11;

(g) failing to implement a safety management system for the purpose of ensuring the safety and protecting the health of persons employed in the workplace in contravention of Regulation 8 of the Workplace Safety and Health (General Provisions) Regulations;

(h) failing to provide adequate supervision or structuring the work arrangement between Claimant, relevant supervisor and relevant foreman and/or set of measures to adhere to in performing his tasks as to permit the Claimant to work in such a way which is

not in accordance with the generally accepted principles of sound and safe practice as prescribed by the Workplace Safety and Health (General Provisions) Regulations;

(i) failing to promote the safe conduct of the work generally within the workplace; or

(j) failing to comply with the provisions and regulations of the WSHA.

The Defendant's case

5 The Defendant claimed that the Claimant was assigned to bend rebars at the worksite using a rebar bender consisting of two short rebars welded together about 10 to 15 centimetres long and a long rebar measuring about 1 to 1.5 metres long.

6 The Defendant claimed in the Defence that when the Defendant's site supervisor, one Wang Fenguan ("Wang"), inspected the alleged accident scene on 26 April 2022, he did not notice any broken rebars. Instead, Wang noticed some chipping of the precast wall at the base of one of the bent rebars and abrasions on the Claimant's left forearm. The Claimant declined consulting a doctor and continued to work after receiving first aid treatment from Wang.

7 The Defendant claimed that it had taught the Claimant how to carry out his work task safely and that he had been performing the said work task without incident since he was employed by the Defendant in 2019.

8 The Defendant denied that it was negligent and claimed that the Claimant's injuries were caused wholly by or contributed to by the Claimant's own negligence in

(a) failing to take any safety precautions while carrying out work activities at the worksite;

(b) failing to keep any or any proper lookout or to have any or any sufficient regard for his own safety while performing his duties at the worksite;

(c) failing to take any or adequate measures to protect or safeguard himself from exposure to risk of danger and/or injury of which he knew or ought to have known;

(d) failing to keep a lookout of his surroundings while bending rebars at the worksite

(e) failing to take any or any sufficient care for his own personal safety; and/or

(f) failing to exercise common sense or prudence in the circumstances.

9 The Defendant denied that it has breached any common law or statutory duties required of them.

Issues

10 Under section 60(1) of the WSHA, nothing in the Act is to be construed as conferring a right of action in any civil proceedings in respect of any contravention, whether by act or omission, of any provision of this Act. As such, there is no basis for any claim on the ground of any breach of the Defendant's statutory duty under WSHA.

11 In relation to negligence, the four-fold test is outlined in *Chen Qiangshi v Hong Fei CDY Construction Pte Ltd* [2014] SGHC 177 at [125]: (a) the defendant must have owed the claimant a duty of care; (b) the defendant's conduct must have breached the duty of care by falling below the requisite standard of care; (c) the claimant must have suffered loss; and (d) the defendant's breach of duty must have been a cause of the claimant's loss.

12 It was not disputed that the Defendant, being the Claimant's employer, owed the Claimant a duty of care. As the trial was conducted on a bifurcated basis with trial on responsibility to proceed first with causation and quantum reserved[2], the issues in the present case were as follows:

(a) how the accident happened;

(b) whether there was a breach of the Defendant's duty of care owed to the Claimant;

(c) whether the breach had caused the accident; and

(d) whether there was any contributory fault or responsibility on the part of the Claimant.

How the accident happened

13 Following the Claimant's amendments to the Statement of Claim and his affidavit of evidence-in-chief ("AEIC"), it is the Claimant's case and evidence that he was tasked to bend rebars on 26 April 2022 when the rebar broke. He fell facing up and injured his back[3].

[2] NE, 23 October 2024, 2/26-32

[3] NE, 23 October 2024, 50/9-16, 51/6-9

14 The Defendant claimed that the Claimant's evidence was not credible because he had been inconsistent as to the date of the accident and how he fell. The Defendant also argued that the Claimant did not injure his back on 26 April 2022 because he did not complain about his back injury until 9 May 2022 when he sought treatment from Dr Tang Teck Ung at SATA CommHealth Medical Centre ("SATA").

Date of accident

15 The Defendant highlighted that the Claimant had initially put the date of the accident on 29 April 2022. In the Incident/Accident Investigation and Analysis Report, the Claimant appeared to have stated in his witness statement[4] that the accident happened on 29 April 2022 and he fell down at 4 p.m. The date/time of the witness statement was also stated to be 29 April 2022 at 4 p.m. However, it was the evidence of Eto Tomharu, Fu Chun ("Eto"), the safety officer from the Defendant, that no investigation was carried out on 26 April 2022[5] and it was only on 12 May 2022 that he had contacted Ali MD Sakendar ("Ali"), the Defendant's safety supervisor, to assist with explaining to the Claimant the purpose of the witness statement, after which the Claimant had filled in the form on his own[6]. This meant that even on the Defendant's case, the date and time of the witness statement was not accurately reflected. The Claimant had also denied penning the date of 29 April 2022, which appears in a different colour ink from the rest of the statement[7]. As such, I did not think

[4] BA 202; DBD 33

[5] Eto's affidavit of evidence-in-chief ("AEIC") at [6]

[6] Eto's AEIC at [7] – [8]

[7] NE, 23 October 2024, 24/15 - 25/16

much weight could be placed on the date of the accident that was indicated on the form.

16 It would also appear that the Claimant had sought medical attention at the Emergency Department of Tan Tock Seng Hospital ("TTSH") on 20 May 2022 and was given a referral letter, which stated that he suffered a workplace injury and fell on 29 April 2022. The Claimant therefore appeared to be under the impression that the accident happened on 29 April 2022. However, the maker of this statement was not called and this apparent inconsistency was not put to the Claimant while he was on the stand.

17 Subsequently, the Claimant was fairly consistent in putting the date of the accident as 28 April 2022 in the WSH Incident Report dated 16 June 2022[8], in his account to Dr Sayampanathan on 28 December 2022 as reflected in Dr Sayampanathan's medical report[9], the Statement of Claim and his AEIC. This appeared to be a mistake, given the WhatsApp message dated 26 April 2022 copied in the incident investigation report.

18 Dr Tang who examined the Claimant on 9 May 2022 had obtained information from the Claimant that the Claimant had pain for approximately a week after an accidental fall during work and was unable to confirm if the Claimant did indeed fall[10] or the date that the Claimant had a fall[11]. The Defendant argued, based on Dr Tang's evidence, that the Claimant's account to him would have put the accident on 2 May 2022. I did not draw such an

[8] DBD 28-29

[9] BA 7

[10] NE, 15 July 2025, 26/6-7

[11] NE, 15 July 2025, 33/24-31

inference from Dr Tang's evidence. In Dr Tang's report, the Claimant was recorded as complaining of a painful lower back for one week after an accidental fall during work. Dr Tang's evidence was that the Claimant had told him that he had the accidental fall about a week before he visited the clinic[12]. Although that would suggest that the fall happened on 2 May 2022, this did not mean that the Claimant had told Dr Tang that the fall happened on 2 May 2022. As Dr Tang testified, no exact date was given[13]. Dr Tang had no personal knowledge as to whether the Claimant had a fall[14] and was unable to confirm the date on which the fall took place[15]. While Dr Tang testified that pain symptoms would surface within one or two days from the day of the fall and that it was likely that the fall would have occurred in May 2022[16], he also testified that the Claimant's symptoms were consistent with a fall that happened on 26 April 2022[17] and disagreed with the suggestion that the Claimant did not have a fall or injure his back on 26 April 2022[18].

19 Based on the evidence, the Claimant appeared to be unclear about the date on which the accident happened. However, he has given details about the accident which correspond to those of an accident which happened on 26 April 2022 which both Wang and Ali testified to. Hence, I do not find that the Claimant's inconsistency about when the accident actually happened materially impacted his credibility. Given that the Defendant did not dispute that there was

[12] NE, 15 July 2025, 24/29-31

[13] NE, 15 July 2025, 33/24-27

[14] NE, 15 July 2025, 29/15-19

[15] NE, 15 July 2025, 33/31

[16] NE, 15 July 2025, 29/10-14

[17] NE, 15 July 2025, 31/6-8

[18] NE, 15 July 2025, 31/30 – 32/5

indeed an accident on 26 April 2022 in which the Claimant was bending rebars and fell, injuring himself, I accept the Claimant's evidence that there was indeed an accident on 26 April 2022 in which he was bending rebars when he fell, injuring himself.

How he fell

20 The Defendant argued that there was no evidence that the Claimant had suffered a back injury during the accident on 26 April 2022. However, the Claimant had given evidence that he fell facing up and injured his back during the accident on 26 April 2022[19], which evidence was corroborated by Wang's witness statement filed on 21 June 2022 that the Claimant had fallen backwards and landed on the floor[20]. The Claimant also explained that he did not seek medical attention immediately after the accident as he did not feel the pain until he had gone back to work[21]. In addition, in the immediate period after the accident, his supervisor Ali had gone on leave[22], which Ali confirmed on the stand[23].

21 While the Claimant was on the stand, paragraph 5 of Ali's AEIC, as set out below, was interpreted to him:

> 5. I then asked the Claimant what happened and the Claimant alleged that while using the rebar tool to push the bent rebar upwards, a small portion of the concrete precast wall at the base of the bent rebar broke off, causing him to lose balance and he allegedly fall to his left. Mr Wang then inspected the precast concrete wall while the Claimant showed me the injury

[19] NE, 23 October 2024, 50/9-16, 51/6-9

[20] DSBD 4

[21] NE, 23 October 2024, 35/13-20

[22] NE, 23 October 2024, 35/5-8

[23] NE, 21 July 2025, 28/30-32

> on his left forearm that was allegedly sustained from the alleged accident. As such, I asked the Claimant whether he had any other injuries and whether he wished to consult the company doctor. The Claimant denied he sustained any other injuries and said he did not wish to consult the company doctor.

22 Paragraph 8 of Wang's AEIC, as set out below, was also interpreted to him:

> 8. Mr Ali then asked the Claimant what happened and the Claimant said that while using the rebar tool to push the bent rebar upwards, a small portion of the concrete precast wall at the base of the bent rebar broke off, causing him to lose balance and he then allegedly fall to his left. As such, I inspected the precast concrete wall while the Claimant showed Mr Ali the injury on his left forearm that was allegedly sustained from the alleged accident. After ascertaining a small part of the concrete at the base of the rebar had indeed broken off, I rejoined Mr. Ali and heard him asking the Claimant whether he had any other injuries and whether he wished to consult the company doctor. The Claimant denied he sustained any other injuries and said he did not wish to consult the company doctor.

23 When paragraph 5 of Ali's AEIC was interpreted to the Claimant, he only took issue with the last sentence. The Claimant claimed that contrary to the last sentence, he had told Ali that he sustained an injury and wanted to see the doctor. However, Ali gave him some painkillers and advised him to see the doctor only if the pain continues after two or three days[24].

24 Similarly, when paragraph 8 of Wang's AEIC was interpreted to the Claimant, the Claimant also only took issue with the last sentence[25]. It was therefore put to the Claimant that he had agreed that he had fallen to his left and not facing up. The Claimant explained that he had not paid close attention to the fact that the paragraphs mentioned that he had fallen to his left which was why

[24] NE, 23 October 2024, 29/1-26

[25] NE, 23 October 2024, 30/19-30, 31/9-19

he made a mistake and did not highlight the error[26]. I accepted the Claimant's evidence and did not think that the failure to pick up and challenge this particular aspect of the AEICs of Ali and Wang discredited the Claimant's evidence that he had fallen on his back on the day of the accident on 26 April 2022. In any event, Wang himself was unsure about the veracity of the four lines of paragraph 8 of his own AEIC which sets out what the Claimant told Ali, given his evidence that the Claimant was not even there when he and Ali were at the accident site[27]. Ali also testified that his AEIC should be disregarded as he was given a short time to read his AEIC which was not translated to him and he had signed it without knowing fully the contents of his AEIC. In particular, he had affirmed the affidavit even when paragraph 8 stating that he had explained to the Claimant in Bengali on 12 May 2022 the purpose of the witness statement was not true as he was on home leave at that time[28].

25 In the circumstances, I accepted the Claimant's evidence that he was tasked to bend rebars using a customized rebar bender and was carrying out the work when the rebar broke off and he fell on his back[29]. I did not find this to be inconsistent with his evidence in his AEIC that he was flung 2 metres and hit the metal formwork. As illustrated in DBD 18, the Claimant could well be standing on metal formwork such that when he fell backwards, he hit the metal formwork. Just because he used different ways of describing how he fell does not mean that the evidence is inconsistent. The fact that he agreed that there was

[26] NE, 23 October 2024, 51/6-20, 53/8-15

[27] NE, 21 July 2025, 42/1-27, 43/12-28, 44/16-21, 45/22

[28] NE, 21 July 2025, 30/20-28, 31/17- 32/1

[29] NE, 23 October 2024, 50/9-16, 51/6-9

no photographic evidence of how the accident happened is not a concession that there was no metal formwork behind him at the worksite[30].

Whether the Claimant injured his back on 26 April 2022

26 The Defendant took issue with the fact that the Claimant did not seek medical attention on 29 April 2022. The Defendant argued, based on Dr Tang's evidence, that the Claimant would have been in pain within one to two days from the date of the fall and would have sought medical attention on 28 April 2022, at the latest. However, he only sought medical attention on 9 May 2022, nearly 2 weeks from the fall. It was therefore unlikely that the Claimant sustained a back injury during the accident on 26 April 2022. This was especially since the Claimant was not prevented from seeking medical attention, given that he visited SATA and TTSH on his own accord and the fact that the Defendant arranged for the Claimant to seek attention at The Good Clinic on 12 May 2022, the very day that he informed Eto that he experienced pain in his hand, leg and back due to injuries sustained during the accident.

27 I did not think that the fact that the Claimant only sought treatment on 9 May 2022 affected the credibility of his evidence that he suffered an injury to his back on 26 April 2022. The Claimant claimed that he had expressed the desire to see a doctor but Ali, his supervisor gave him some painkillers to manage the pain and advised him to see the doctor only if the pain continues after two to three days[31]. However, his supervisor went on leave after the accident[32]. His evidence that Ali had gone on leave after the accident was corroborated by Ali on the stand when he confirmed that he went for home leave

[30] NE, 23 October 2024, 57/22-25

[31] NE, 23 October 2024, 29/14-19

[32] NE, 23 October 2024, 35/5-8

two to three days later and was unaware of who had arranged for the Claimant to go to the SATA clinic[33].

28 Even if I were to accept Ali's evidence that the Claimant did not immediately complain of any injuries other than the abrasion or cut on his left arm[34], this did not affect the Claimant's credibility given that the Claimant had explained that he did not feel the injury as much and the pain only worsened after he went back to work[35]. He had subsequently gone to the SATA clinic as advised by the safety supervisor and office administration[36]. While the Defendant claimed that the Claimant had visited SATA on his own accord, the fact that the Claimant paid only $5.45 for his medical consultation, X-ray and medication on 9 May 2022, which price would have only been available under an insurance scheme subscribed by an employer of migrant workers[37], corroborated the Claimant's evidence. This, and the fact that the Claimant was given 2 days medical leave from 9 to 10 May 2022[38], suggested that the Defendant could not have been unaware of the Claimant's complaints.

29 In my view, the time gap between the accident and the day the Claimant sought treatment did not constitute ground to discredit the Claimant, given that Dr Tang testified that the Claimant's symptoms on 9 May 2022 were nevertheless consistent with a fall that happened on 26 April 2022[39]. The time gap between 26 April 2022 and the Claimant seeking medical attention only on

[33] NE, 21 July 2025, 29/4-7

[34] NE, 21 July 2025, 27/22- 27

[35] NE, 23 October 2024, 35/13-20

[36] NE, 15 July 2025, 20/1-9

[37] NE, 15 July 2025, 22/1-24

[38] CSBD 3

[39] NE, 15 July 2025, 31/6-8

9 May 2022 therefore did not mean that a fall on 26 April 2022[40] and a longer and more gradual pain trajectory were improbable[41]. As set out earlier, Wang had stated in his statement on 21 June 2022 that the Claimant had fallen backwards, which made an injury to the Claimant's back more probable than not. In any event, the Claimant had raised his back injury on 9 May 2022, in his complaint to Eto on 12 May 2022, in his Incident Statement Form allegedly made on 29 April 2022 but more likely to be sometime after 14 May 2022, in his WSH Incident Report submitted on 16 June 2022 by his solicitors, his pleaded case and at trial. While the Claimant had degenerative changes to his spine, both the medical report by Dr Sayampanathan[42] and Dr Tang's evidence[43] suggested that a fall could exacerbate the pain. As parties agreed at the start of trial that the trial will proceed only on the issue of responsibility of the accident[44], the nature and extent of the injuries caused by the accident were issues to be determined at the residual stage, if it arises.

30 For completeness, the Defendant also argued that because the Claimant was currently employed as a construction worker in Singapore, this was contrary to his evidence that he would have to take on a lower paying job of a light or sedentary nature in Bangladesh due to his injury[45]. The Claimant tried to explain that he was currently working as a storekeeper instead of rebar work. Given that the trial was on a bifurcated basis with trial proceeding on responsibility for the accident first with the elements of causation and quantum

[40] NE, 15 July 2025, 31/30 – 32/5

[41] NE, 15 July 2025, 30/21-24

[42] [11] – [12]

[43] NE, 15 July 2025, 28/24-25

[44] NE, 23 October 2024, 5/16-29

[45] Claimant's AEIC at [12]

reserved to the residual stage[46], whether the Claimant is able to adequately explain this would be an issue to be reserved to the residual stage, if it arises. For the purpose of the trial on responsibility, I did not put much weight on this in assessing the Claimant's credibility, given that this would have to be re-visited at the residual stage, if it arises.

Whether the Defendant had breached its duty of care

What made the Claimant fall

31 The Claimant gave evidence that he was tasked to bend rebars using a customized rebar bender and was carrying out the work when the rebar broke off[47] or broke[48] and he fell facing up and injured his back[49].

32 On the stand, both Wang and Ali gave evidence that the rebar had broken off, which differs from what they say in their AEICs. Wang had said in his affidavit[50] that the Claimant had said that while using the rebar tool to push the bent rebar upwards, a small portion of the concrete precast wall at the base of the bent rebar broke off, causing him to lose balance and fall to his left. Wang also said that he had ascertained that a small part of the concrete at the base of the rebar had indeed broken off. However, on the stand, Wang testified that when he and Ali were at the accident site, they saw that the concrete was cracked and the rebar had broken off or fallen off[51]. Ali had stated in his affidavit[52] that

[46] NE, 23 October 2024, 2/26-32

[47] NE, 23 October 2024, 30/17-18

[48] NE, 23 October 2024, 33/22-23, 78/12-20

[49] NE, 23 October 2024, 50/9-16, 51/6-9

[50] At [8]

[51] NE, 21 July 2025, 42/26-28, 43/26-28, 44/30 – 45/2

[52] At [5]

the Claimant had told him that a small portion of the concrete precast wall had broken off, causing him to lose balance and fall to his left. However, on the stand, Ali testified that the Claimant had told him that while he was bending the rebar, the rebar came out from the concrete, which was why he lost balance and fell[53]. Ali testified that he saw the dislodged rebar and confirmed that the Claimant told the truth[54]. When the inconsistencies between their AEICs and oral evidence was put to them, Wang was unsure about the veracity of the four lines of paragraph 8 of his own AEIC[55]. Ali also conceded that he had affirmed the affidavit even when paragraph 8 was not true[56], as he had gone on home leave a few days after the accident on 26 April 2022[57].

33 In the circumstances, I accepted the Claimant's evidence as well as the oral evidence of Ali and Wang that the rebar had broken off in that it had become dislodged from the wall and fell off.

34 However, the burden of proof is on the Claimant to prove that the Defendant had breached its duty of care to the Claimant. I note that the Claimant did not plead the doctrine of *res ipsa loquitur* and did not adduce any evidence in his AEIC in support of his pleaded case in respect of how the Defendant had breached its duty of care. The Claimant did not particularise what danger and risks it was that the Defendant failed to identify and eliminate. On the stand, the Claimant agreed that at the time of the accident, he was considered an experienced worker and would have had 7 years of experience in bending rebars

[53] NE, 21 July 2025, 26/22-24

[54] NE, 21 July 2025, 27/3-9

[55] NE, 21 July 2025, 44/16-21, 45/22

[56] NE, 21 July 2025, 31/17- 32/1

[57] NE, 21 July 2025, 30/23-27

using a rebar bender[58]. He agreed that he was familiar with the process of doing so and did not require supervision as the job could be done by one person[59]. As the Claimant conceded that he was an experienced worker and bending rebars could be performed by one person, the Claimant failed to show that the failure to supervise him adequately or provide him with assistance was a breach of duty. In fact, the Claimant conceded that he did not complain about the Defendant in his AEIC and agreed that it was because there is no wrongdoing on the part of the Defendant as regards the accident on 26 April 2022. His only issue was that the Defendant had failed to provide a platform for him to perform his task[60]. He also raised the fact that he would need to raise his heel in pushing the rebar up such that if the rebar broke, he would lose his balance and fall backwards.

Was the task of bending the rebar using a rebar bender a safe system of work?

35 According to the Claimant, the rebar bender was in working order[61]. However, the Defendant should have provided the Claimant with a platform to do his work[62], given that the works to be done were about 3 metres high[63]. The rebar bender was not long enough to reach the top[64]. Instead of the makeshift rebar bender, the Claimant claimed that an electric rebar bending machine could

[58] NE, 23 October 2024, 23/23-28

[59] NE, 23 October 2024, 55/29 – 56/9

[60] NE, 23 October 2024, 60/10-25

[61] NE, 23 October 2024, 62/6-10

[62] NE, 23 October 2024, 60/22-25

[63] NE, 23 October 2024, 69/14-16

[64] NE, 23 October 2024, 75/25-26

be used to straighten the rebar[65]. A safer system of work would have been to build a platform, have a worker use a full body harness to work on the platform and use an electric rebar bending machine to straighten the rebar, with another worker, given that the machine is heavy[66].

36 As Eto testified, the rebar was approximately 2.2 metres from the floor level, as it was a HDB unit[67]. Eto testified that using a hydraulic platform or jacking machine to allow the worker to work at a height of 2.2 metres would introduce the hazard of the platform tilting or collapsing to one side and he has not seen the use of hydraulic machines at such heights in the industry[68]. He has also not seen an electronic rebar bender before[69]. Machines that can be placed onto the rebar and tilt it to a horizontal length would introduce new hazards such as the worker having to reach the top of the rebar to place the machine and corresponding risks of the worker falling from heights. In addition, the machine was also quite heavy. Hence, it would be more reasonable and practicable to use a handheld tool from the ground level to tilt the rebar[70]. Introducing a buddy system would not prevent workers from falling or the platform from falling[71]. Eto was of the view that the rebar bender tool was long enough and the Claimant did not have to tip-toe[72].

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[65] NE, 23 October 2024, 76/9-24

[66] NE, 23 October 2024, 76/31 – 77/19

[67] NE, 21 July 2025, 5/13-19

[68] NE, 21 July 2025, 15/1-7

[69] NE, 21 July 2025, 15/15-17

[70] NE, 21 July 2025, 15/18-28

[71] NE, 21 July 2025, 15/29 – 16/3

[72] NE, 21 July 2025, 17/18-24

37 I accepted the evidence of Eto that the rebar was at a height of 2.2 metres, given the basis of his estimation. I rejected the evidence of the Claimant that the rebar bender was not long enough to reach the top, given that it was contradicted by the photographic evidence[73]. The Claimant did not adduce any evidence that the industry standard was to build a platform and deploy two workers to use an electric rebar bending machine for the Claimant's task. I accepted Eto's evidence that such a system of work would carry other risks which would not have made it a safer system of work. There was no evidence that the bending tool was inappropriate for performing the task or fell short of industry standards. As conceded by the Claimant, he accepted that the rebar bender was in working condition[74]. In the circumstances, the Claimant had failed to prove that the Defendant had breached its duty of care to the Claimant in not providing him with a platform to do the work.

Tiptoeing to push the rebar up

38 According to the Claimant, he would have to push the rebar upwards using the rebar bender to straighten it. The Claimant agreed that the most effective way of doing the job would be to place one leg in front of the other and use the lower body to heave the rebar upwards to straighten the rebar[75]. However, the Claimant also explained that he may also need to raise his feet in pushing the rebar up such that if the rebar broke, he would lose his balance and fall backwards[76]. As it was an accident, he was also unable to produce any photographic or video evidence of how the accident occurred[77]. The Claimant

[73] DBD 18

[74] NE, 23 October 2024, 62/6-10

[75] NE, 23 October 2024, 55/18-21

[76] NE, 23 October 2024, 56/25-29

[77] NE, 23 October 2024, 57/13-25

acknowledged that the rebar bender was long enough to allow him to push the rebar upwards to straighten it with his feet firmly on the ground and there was no need to tiptoe and stretch to straighten the rebar which may cause him to fall backwards[78]. However, he had lifted his heel approximately 10 centimetres off the ground and applied his energy to the rebar which was why he was not balanced[79].

39 While I accept that force would have to be applied when one is pushing the rebars using the handheld rebar bender to make them horizontal, the Claimant conceded that the rebar bender was long enough and there was no need to raise his heel to perform his task, which may cause him to lose his balance. Bearing in mind that he was an experienced worker performing a familiar task, how he chose to apply force to the rebars using the rebar bender and whether he chose to raise his heels in applying force to the rebars was something within his realm of control. There is no evidence that bending the rebars with the rebar bender was unsafe or could not be done in a safe manner.

40 The Claimant did not tender any evidence as to the industry practice in respect of the task of bending rebars overhead or advance any arguments as to how the Defendant's system of bending rebars fell short of the standard of a reasonable employer using ordinary care and skill. The Claimant also did not tender any evidence or advance any argument as to why the rebar broke off or became dislodged and how that is attributed to fault on the part of the Defendant. Based on the incident/accident investigation & analysis report, bending the rebar sideways instead of straight down can cause the concrete to chip off resulting in the rebar dropping off. However, the Claimant did not address this

[78] NE, 23 October 2024, 58/12-29

[79] NE, 23 October 2024, 73/32 – 74/31

or adduce any evidence as to the angle at which he had bent the rebar. The Claimant also did not plead the doctrine of *res ipsa loquitur*. In any event, the Claimant was in control of the concrete and rebar at the time of the accident. Bearing in mind that the burden of proof lies squarely on the Claimant, the failure to adduce any evidence in support of his case that the Defendant was in breach of its duty of care was fatal to his claim.

41 In arguing that the Defendant had not provided the Claimant with a safe system of working, the Claimant had referred to the case of *Hao Wei (S) Pte Ltd v Rasan Selvan* [2008] SGHC 148 ("*Hao Wei*") and *Parno v SC Marine Pte Ltd* [1999] 3 SLR(R) 377 ("*Parno*"). In *Hao Wei*, the employer was found liable to its employee, ("Rasan"), as it had failed to provide him with a safe system of work and had not ensured that there was proper supervision of his work. There, Rasan was injured when operating a rebar bending machine in a factory on 26 June 2001, where he had been deployed to for just 5 days. Before being deployed to the factory on 21 June 2001, Rasan had only been asked to do gardening and construction work. The court was of the view that the employer should have ensured that Rasan was properly instructed as to what was expected of him at the factory and that he was adequately supervised. The facts can therefore be distinguished from those in the present case where the Claimant was an experienced worker who had 7 years of experience in bending rebars using a rebar bender and who was familiar with the process of doing so and did not require supervision.

42 In *Parno*, the appellant was injured by a descending starter while working on the platform in a piling tower on a barge. The Court of Appeal found that the system of work was unsafe because it did not provide for a warning to be given before the starter was brought down, there was faulty co-ordination between the riggers on the upper platforms of the piling tower, the coordinator

stationed at the foot of the tower and the control room operators, there were inadequate instructions given to the appellant, there was inadequate supervision of the appellant and there was inadequate inspection and maintenance of the piling machinery. The facts were also distinguishable from those in the present case where the Claimant was performing a job which could be performed alone, he was experienced with bending rebars with a rebar bender and did not require supervision and there was no evidence that the rebar bender was defective.

Conclusion

43 In the circumstances, I find that the Claimant had failed to discharge his burden of proof in demonstrating that the Defendant had breached its duty of care. There is therefore no need to make findings on the other issues and the Claimant's claim is dismissed.

44 The parties are to file and exchange written submissions on the issue of costs (limited to 10 pages) within 14 days of this judgment.

Sia Aik Kor
District Judge

Ram Chandra Ramesh (C Ramesh Law Practice) (instructed),
Mahendran s/o Mylvaganam (Regency Legal LLP) for the claimant;
Charles Phua (PKWA Law Practice LLC) for the defendant.