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DISTRICT JUDGE SAMUEL WEE CHOONG SIAN
23 OCTOBER 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGMC 58

Magistrate's Court Originating Claim No 2919 of 2023

Between

Flux Solutions Pte Ltd

… *Claimant*

And

Wong Beng Chee (Huang Bingci)

… *Defendant*

Counterclaim of Defendant

Between

Wong Beng Chee (Huang Bingci)

… *Claimant in Counterclaim*

And

Flux Solutions Pte Ltd

… *Defendant in Counterclaim*

JUDGMENT

Building And Construction Law — Building and construction contracts

Building And Construction Law — Construction torts — Negligence

TABLE OF CONTENTS

INTRODUCTION **1**

HAS THE CLAIMANT PERFORMED THE WORKS REQUIRED UNDER THE QUOTATIONS? **3**

THE CONTRACTUAL SCOPE 3

WHETHER THE WATERPROOFING WORKS PERFORMED BY THE CLAIMANT SATISFIED THE CONTRACTUAL SCOPE 6

THE DEFENDANT'S CONTRACTUAL BREACH COUNTERCLAIM 13

HAS THE DEFENDANT PROVEN THE NEGLIGENT WORKMANSHIP COUNTERCLAIM, THE NEGLIGENT ADVICE COUNTERCLAIM OR THE MISREPRESENTATION COUNTERCLAIM? **15**

NEGLIGENT WORKMANSHIP COUNTERCLAIM 15

NEGLIGENT ADVICE COUNTERCLAIM 15

MISREPRESENTATION COUNTERCLAIM 17

CONCLUSION **19**

Version No 1: 23 Oct 2025 (09:56 hrs)

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Flux Solutions Pte Ltd
v
Wong Beng Chee (Huang Bingci) and another matter

[2025] SGMC 58

Magistrate's Court Originating Claim No 2919 of 2023
District Judge Samuel Wee
20, 22 May 2025, 17, 21 July 2025, 2 October 2025

23 October 2025 Judgment reserved.

District Judge Samuel Wee:

Introduction

1 The Defendant engaged the Claimant to perform waterproofing works at two adjacent houses on Pasir Ris Road ("Houses").[1] The Houses were similar in layout and design and were separated by a swimming pool.[2]

2 The scope of waterproofing works ("Contractual Scope") was set out in the Claimant's quotations 21031645-JC and 21031646-JC ("Quotations") with a total contract sum of $62,060.[3] The Defendant paid a total deposit of $24,824.[4]

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[1] Statement of Claim (Amendment No. 1) ("SOC")_[2]; Defendant and Counterclaim (Amendment No. 1) ("DCC")_[2].

[2] 1TRANS_PDF16:23-28. **[Day of Trial]TRANS_[PDF Page Number]:[Lines in Transcript]*.

[3] AB_82-87; SOC_[2]; DCC_[2].

[4] SOC_[3]; DCC_[3]; Defendant's Affidavit of Evidence-in-Chief ("AEIC") of Wong Beng Chee ("DFAEIC_Wong")_[32].

3 The Claimant alleges that it completed the Contractual Scope in March 2022 and sought payment of the balance of $37,236 under the Quotations.[5] As the Defendant did not pay, the Claimant commenced this action.

4 The Defendant disputes liability to pay the Claimant.

(a) He takes the position that the Claimant has not completed the Contractual Scope, which required him to engage another contractor to complete;[6] or that the Claimant performed the Contractual Scope negligently.[7] The Defendant points to various water leakages experienced in the Houses between May 2022 and December 2022.[8]

(b) He has also raised a counterclaim totalling close to $240,000 against the Claimant for breach of the Quotations ("Contractual Breach Counterclaim"),[9] negligence in the way the Contractual Scope was performed ("Negligent Workmanship Counterclaim"),[10] negligent advice ("Negligent Advice Counterclaim")[11] and negligent misrepresentation ("Misrepresentation Counterclaim").[12] Under s 54F(4) of the State Courts Act 1970 (2020 Rev Ed), the counterclaim could be tried by the Magistrates' Court despite exceeding the Magistrates' Court limit of $60,000.

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[5] Claimant's Closing Submissions ("CMClosingSubs")_[7]; SOC_[4].

[6] Defendant's Closing Submissions ("DFClosingSubs")_[10], [11(a)].

[7] DFClosingSubs_[11(c)]; DCC_[4].

[8] DCC_[4(h)].

[9] DFClosingSubs_ [11(a)].

[10] DFClosingSubs_[11(c)]; Defendant's Reply Submissions ("DFReplySubs")_[16(b)].

[11] DFClosingSubs_[11(c)]; DFReplySubs_[16(a)].

[12] DFClosingSubs_[11(b)]; DFReplySubs_[16(c)]; DCC_[9]-[14].

Version No 1: 23 Oct 2025 (09:56 hrs)

5 The trial of the Defendant's counterclaim was bifurcated between liability and damages,[13] while the Claimant's claim was not bifurcated. This judgment relates to the present stage of trial and deals with the following main issues:

(a) Whether the Claimant has performed the works required under the Contractual Scope. The finding on this issue affects both the Claimant's claim and the Defendant's Contractual Breach Counterclaim.

(b) Whether the Defendant has established his other counterclaims, namely: the Negligent Workmanship Counterclaim, the Negligent Advice Counterclaim, and the Misrepresentation Counterclaim.

Has the Claimant performed the works required under the Quotations?

The Contractual Scope

6 The Defendant engaged the Claimant to perform waterproofing works at the Houses after they had been built by a separate contractor.[14] The fact that the Houses had already been constructed is critical, as the Claimant would have to work with the existing structure and design.[15]

7 The Claimant's Mr Jason Chi Zi Quan ("Mr Chi") performed a site survey in early March 2021 ("Site Survey").[16] He identified various areas of

[13] MC/ORC 4904/2024.

[14] DFClosingSubs_[6]; Claimant's AEIC of Chi Zi Quan dated 23 December 2024 ("CMAEIC_Chi_1")_[8], [12].

[15] CMClosingSubs_[54]; CMAEIC_Chi_1_[25].

[16] CMAEIC_Chi_1_[8]; DFAEIC_Wong_[22].

Version No 1: 23 Oct 2025 (09:56 hrs)

water leakage, which were included in the Quotations setting out the Contractual Scope.[17] The Defendant signed and accepted the Quotations.[18]

8 The Contractual Scope related to six areas:

(a) The reinforced concrete ledges ("RC Ledges Works").

(b) The rooftop balcony ("Rooftop Balcony Works").[19]

(c) The ground level common walkways along the perimeter ("L1 Walkway Works").

(d) The swimming pool ("Pool Works").

(e) The metal roof at the back ("Metal Roof Works").

(f) The skylight glass panel areas ("Skylight Works").

9 I agree with the Claimant that the work required under the Quotations is limited to the Contractual Scope.[20] The Quotations set out detailed job specifications for each area and specifically state that the Claimant was "To conduct waterproofing repairs/works for the below mentioned locations …" and that "Any items not included in the quotations will be treated as variation".[21]

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[17] CMAEIC_Chi_1_[9], [13].

[18] CMAEIC_Chi_1_[11]; DFAEIC_Wong_[30].

[19] While the Quotations referred to the balcony as being on level 3, this was in reality the rooftop balcony on the fourth floor of the Houses – see CMClosingSubs_[26]; DFClosingSubs_[50]; 4TRANS_PDF36:12-30.

[20] CMClosingSubs_[11].

[21] AB_82-87.

Version No 1: 23 Oct 2025 (09:56 hrs)

10 Consequently, there is no basis for the Defendant's assertion that the following had to be performed under the Quotations:[22]

(a) Waterproofing work at four additional areas not specified in the Quotations ("Additional Areas"): (i) the toilets, where leakage allegedly emanated from; [23] (ii) the external walls, which allegedly had cracks;[24] (iii) the third level balcony, where leakage allegedly emanated from;[25] and (iv) the sink area at the third level of one of the Houses.[26]

(b) Water ponding and water tightness tests for the swimming pool.[27]

11 In addition to the express terms, I agree with the Defendant that the Quotations contained an implied term that the Claimant would perform the Contractual Scope with reasonable skill and care.[28] While the Defendant originally alluded to an implied term that the Claimant would carry out "all necessary waterproofing works" for the Houses,[29] he did not pursue this in his Closing Submissions.

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[22] DFClosingSubs_[14].

[23] DFClosingSubs_[37]-[45]; Defendant's AEIC of Edison Teo dated 27 January 2025 ("DFAEIC_Teo_1")_[33]-[45].

[24] DFClosingSubs_[46]-[49]; DFAEIC_Teo_1_[49]-[53].

[25] DFClosingSubs_[50]-[53].

[26] DFClosingSubs_[54]-[57]; DFAEIC_Teo_1_[46]-[48].

[27] DFClosingSubs_[58]-[60]; DFAEIC_Teo_1_[54]-[60].

[28] Claimant's Reply Submissions ("CMReplySubs")_[3]; DFClosingSubs_[82]-[88]; DFReplySubs_[44]; DCC_[10.1].

[29] DCC_[10.1].

Version No 1: 23 Oct 2025 (09:56 hrs)

Whether the waterproofing works performed by the Claimant satisfied the Contractual Scope

12 The Claimant contends that it satisfactorily performed the Contractual Scope.

13 While the Defendant accepts that the RC Ledges Works, Metal Roof Works and Skylight Works were satisfactorily performed,[30] he takes the position that the Rooftop Balcony Works, L1 Walkway Works and Pool Works were not completed and has put the Claimant to strict proof.[31]

14 The burden lies on the Claimant to prove its claim by showing that the following works as set out in the Quotations were performed:

(a) In respect of the Rooftop Balcony Works:[32]

> - To clean and wash the level 3 balcony using high pressure water jet to remove all dirt, grease and any contaminants that may affect adhesion; thereafter, dispose all debris off-site
>
> - To patch all crack lines and potholes using Quicseal 510 non-shrink grout
>
> - To construct 2" fillet along the perimeter of the affected area
>
> - To apply 2 coats of Davco K11 cementitious waterproofing membrane to the affected area
>
> - To conduct water ponding test at the affected area

(b) As to the L1 Walkway Works:[33]

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[30] DFClosingSubs_30(S/N 1, 5 and 6).

[31] DFClosingSubs_[7], [32]-[33]; DF_[4].

[32] AB_83, 86.

[33] AB_83, 86.

Version No 1: 23 Oct 2025 (09:56 hrs)

> - To clean and wash the ground level common walkways RC floor at perimeter of house using high pressure water jet to remove all dirt, grease and any contaminants that may affect adhesion; thereafter, dispose all debris off-site
>
> - To patch all crack lines and potholes using Quicseal 510 non-shrink grout
>
> - To apply 2 coats of Davco K11 cementitious waterproofing membrane to the affected area

(c) With regards to the Pool Works:[34]

> - To construct 2" fillet along the perimeter of the affected area
>
> - To apply 2 coats of Davco K11 cementitious waterproofing membrane to the affected area

15 I agree with the Defendant that the Claimant has failed to discharge its burden of proving that the Rooftop Balcony Works, L1 Walkway Works and the entirety of the Pool Works were completed.

16 The six categories of evidence relied on by the Claimant in its Closing Submissions merely show that part of the Pool Works was performed.

17 First, the Claimant relied on the testimony of Mr Chi in his Affidavits of Evidence-in-Chief ("AEICs") dated 23 December 2024 ("Mr Chi's 1st AEIC") and 26 February 2025 ("Mr Chi's 2nd AEIC"). However, contrary to the Claimant's contention, Mr Chi's AEICs only demonstrate that part of the Pool Works was performed, and do not adequately show that the Rooftop Balcony Works, L1 Walkway Works and the entirety of the Pool Works were completed.[35]

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[34] AB_83, 86.

[35] CMReplySubs_[27].

Version No 1: 23 Oct 2025 (09:56 hrs)

(a) The Claimant referred to [21] of Mr Chi's 1st AEIC and [18] of Mr Chi's 2nd AEIC to argue that the Rooftop Balcony Works were completed.[36]

(i) These paragraphs are unhelpful as they provide no information about the performance of the Rooftop Balcony Works listed at [14(a)] above.

(ii) Instead, these paragraphs merely address how any water observed at the rooftop balcony after the Rooftop Balcony Works were allegedly performed would have been blown in by strong winds[37] and how the Claimant applied a nano-treatment waterproofing layer instead of the Davco K11 cementitious waterproofing membrane specified in the Quotations.[38] Given the Claimant's position that the work required under the Quotations is limited to the Contractual Scope, I am not satisfied that applying the nano-treatment waterproofing layer as a substitute fulfils the requirements of the Quotations, as there is no evidence that the Defendant agreed to such a variation.[39]

(b) The Claimant referred to [20] of Mr Chi's 1st AEIC to argue that the L1 Walkway Works were completed.[40] However, this paragraph merely addresses the application of a nano-treatment waterproofing layer (which is not specified in the Quotations – see [17(a)(ii)] above)

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[36] CMReplySubs_[19], Annex A(S/N 1).

[37] CMAEIC_Chi_1_[21].

[38] Claimant's AEIC of Chi Zi Quan dated 26 February 2025 ("CMAEIC_Chi_2")_[18].

[39] CMReplySubs_[19].

[40] CMReplySubs_Annex A(S/N 1).

Version No 1: 23 Oct 2025 (09:56 hrs)

and provides no information about how the L1 Walkway Works listed at [14(b)] above were performed.

(c) The Claimant referred to [27] of Mr Chi's 1st AEIC and [13] of Mr Chi's 2nd AEIC to argue that the Pool Works were completed.[41]

(i) I agree with the Claimant that these paragraphs provide sufficient information and details to discharge its evidential burden of proving that it applied the Davco K11 cementitious waterproofing membrane. Mr Chi has described how this was applied before tiles were laid by a separate contractor in the swimming pool. He has also described how the Claimant subsequently performed a water ponding test for the swimming pool, even though this was not part of the Contractual Scope (see [10(b)] above). Further, the Defendant has provided no evidential basis for his argument that the application of the Davco K11 cementitious waterproofing membrane was done without reasonable skill and care.[42]

(ii) However, these paragraphs provide no information regarding the remaining scope of the Pool Works – the construction of a 2" fillet.

18 Second, the Claimant relied on a photo collage.[43] However, the photographs are unhelpful because the Claimant does not explain what work

[41] CMClosingSubs_Annex A(S/N 4, 10); CMReplySubs_Annex A(S/N 3); CMAEIC_Chi_1_[27].

[42] DFClosingSubs_[89].

[43] CMClosingSubs_Annex A(S/N 2-4, 8-10); CMReplySubs_Annex A(S/N 1-3); BA_29; CMAEIC_Chi_1_27.

Version No 1: 23 Oct 2025 (09:56 hrs)

they depict, or how they correspond to the Rooftop Balcony Works, L1 Walkway Works or Pool Works.[44]

19 Third, the Claimant pointed to the Defendant's failure to raise any concerns in response to a WhatsApp message sent by Mr Chi stating that the works were completed[45] and the Defendant's failure to respond to the letter of demand issued by the Claimant's solicitors.[46] However, the evidence shows that the Defendant was communicating with Mr Chi and raising concerns about the work.[47]

20 Fourth, the Claimant relied on an alleged concession made by the Defendant's subsequent contractor Mr Edison Teo ("Mr Teo") during cross-examination that the works were completed.[48]

(a) The Claimant pointed to the following exchange during cross-examination:[49]

> Q: But that is not the case, right? Your position is the claimant did complete all the waterproofing work stated in the quotation.
>
> A: Mm. Yes.

(b) However, this selective reference does not accurately reflect Mr Teo's evidence, as he continued to state as follows:[50]

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[44] DFReplySubs_[12]-[13].

[45] AB_112, message sent by Mr Chi on 8 March 2022 at 9.31am stating "The waterproofing project … is completed".

[46] CMReplySubs_Annex A(S/N 1-3); AB_100-107.

[47] DFAEIC_Wong_[36]-[50].

[48] CMClosingSubs_Annex A(S/N 2-4, 8-10); CMReplySubs_Annex A(S/N 1-3).

[49] 4TRANS_PDF57:4-6.

[50] DFReplySubs_[10]; 4TRANS_PDF57:7-PDF58:1.

Version No 1: 23 Oct 2025 (09:56 hrs)

> Q: He completed all. All. He may not have completed satisfactorily according to you. But he completed all.
>
> A: Okay, no. One thing is for sure that I am not the one who accept the handover or not …
>
> …
>
> Q: Do you accept that he completed all the work in the quotation? He completed all.
>
> A: I wouldn't use the word "completed", but it was done.
>
> Q: It was done.
>
> A: Yah, I can't say completed.

(c) Mr Teo therefore did not concede that the Claimant had completed the Rooftop Balcony Works, L1 Walkway Works or Pool Works. While Mr Teo indicated "It was done", the Claimant's solicitors did not establish what was done or how it corresponds with the Contractual Scope.

21 Fifth, the Claimant pointed to Mr Teo's evidence that the level 3 balcony was not part of the Contractual Scope.[51] However, this was irrelevant to whether the Rooftop Balcony Works were performed as Mr Teo was referring to the balcony on the third floor rather than the rooftop balcony (see [8(b)] above).

22 Sixth, the Claimant raised Mr Teo's failure to perform any works at the ground level common walkways[52] and the swimming pool[53] as evidence that L1 Walkway Works and Pool Works were completed.[54] However, the absence of

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[51] CMClosingSubs_Annex A(S/N 2, 8); CMReplySubs_Annex A(S/N 1); 4TRANS_PDF64:1-16.

[52] 3TRANS_PDF81:6-25, PDF82:3-PDF83:8; 4TRANS_PDF45:13-30.

[53] 4TRANS_PDF45:5-30.

[54] CMReplySubs_Annex A(S/N 2-3).

Version No 1: 23 Oct 2025 (09:56 hrs)

work performed by the Defendant's subsequent contractor does not establish that the Claimant had completed the L1 Walkway Works and Pool Works.

23 Aside from part of the Pool Works that was performed (see [17(c)(i)] above), the Claimant has failed to provide evidence showing that the Rooftop Balcony Works, L1 Walkway Works and the remaining scope of the Pool Works were completed.[55] There is nothing that shows: (a) what was done; (b) when it was done; or (c) the circumstances relating to the work done.[56]

24 Accordingly, the Claimant is only entitled to payment for the RC Ledges Works, Metal Roof Works, Skylight Works and part of the Pool Works, which were completed ("Completed Works"). However, as the Quotations were lump sum contracts[57] and the Claimant produced no evidence on quantum for individual areas,[58] there is no basis to quantify the value of the Completed Works and I must dismiss its claim for the unpaid balance of $37,236. That said, as the Defendant has not sought a refund of the $24,824 deposit (which is consistent with his position that part of the Contractual Scope was satisfactorily performed (see [13] above)), I find that the Claimant is entitled to retain the $24,824 deposit as payment for the Completed Works.

25 In reaching this decision, I am mindful that the Defendant may have initially suggested that payment would be forthcoming after the Claimant informed him that the works were completed[59] and that the Defendant may have

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[55] DFClosingSubs_[32]-[33].

[56] DFClosingSubs_[78]; 1TRANS_PDF47:4-PDF48:16, PDF79:18-25.

[57] DFReplySubs_[19].

[58] CMReplySubs_[38].

[59] CMAEIC_Chi_1_[15]-[16]; AB_112-113, message sent by the Defendant on 8 March 2022 at 11.33am stating "I paid Jimmy already" and "U send him can already", and at 11.35am stating

Version No 1: 23 Oct 2025 (09:56 hrs)

raised other excuses to avoid payment.[60] However, the Defendant's initial willingness to pay does not establish that the Contractual Scope was completed, particularly since he was subsequently communicating with Mr Chi and raising concerns about the work.[61]

The Defendant's Contractual Breach Counterclaim

26 In light of the Claimant's failure to prove that it completed the Rooftop Balcony Works, L1 Walkway Works and the entirety of the Pool Works, I agree with the Defendant that the Claimant breached the Quotations.

27 However, the Defendant has not proven any loss from the breach.

28 First, the Defendant has not paid the balance of $37,236 under the Quotations and has not claimed a refund of the $24,824 deposit (see [24] above).

29 Second, the Defendant has not proven causation.

(a) As to the Rooftop Balcony Works:

(i) The Defendant's alleged loss relates to cracks on tiles and walls, and water seepage flowing to the third and second floors.[62]

"No, I paid him in advance because I got money coming in in October last year" and "Then I told him to settle balance with u, he said ok no problem"; AB_125, message sent by the Defendant on 7 December 2022 at 10.05am stating "I already paid Jimmy, boss Jason. He took my money and paid you already …".

[60] CMAEIC_Chi_1_[18]-[20].

[61] DFAEIC_Wong_[36]-[50].

[62] DFClosingSubs_[64], 30(S/N 2).

Version No 1: 23 Oct 2025 (09:56 hrs)

(ii) However, the Defendant has not demonstrated how these problems can be traced to the Claimant's failure to perform the Rooftop Balcony Works listed at [14(a)] above.[63]

(b) With regards to the L1 Walkway Works:

(i) The Defendant's alleged loss relates to water flowing into the living room from the sliding doors, and to moss and water stains.[64]

(ii) However, the Claimant has explained that the water ingress results from the difference in elevation that causes water to flow from the outdoor area towards the sliding doors of the living room.[65]

(iii) I agree with the Claimant that these issues are structural and not caused by the Claimant's failure to perform the L1 Walkway Works.[66]

(c) In relation to the Pool Works:

(i) The Defendant's alleged loss relates to water seepage and calcium build-up at the car porch, swimming pool wall and living room tiles.[67]

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[63] CMReplySubs_[18].

[64] DFClosingSubs_[66], 30(S/N 3); DFAEIC_Wong_[36]-[38], [41]-[42], [45], [48], 63, 65, 69; Defendant's AEIC of Wang Jue _[18]-[20], 29; DFAEIC_Teo_1_[74]-[77], 272-279.

[65] CMReplySubs_[12(a)], [20]; CMAEIC_Chi_1_[20].

[66] CMClosingSubs_[32]; CMReplySubs_[12(a)].

[67] DFClosingSubs_[70]-[71], 30(S/N 4); DFAEIC_Teo_1_[88]-[90], 289-303.

Version No 1: 23 Oct 2025 (09:56 hrs)

(ii) However, the Defendant has not demonstrated how these problems can be traced to the Claimant's failure to construct a 2" fillet.[68]

30 I therefore dismiss the Defendant's Contractual Breach Counterclaim.

Has the Defendant proven the Negligent Workmanship Counterclaim, the Negligent Advice Counterclaim or the Misrepresentation Counterclaim?

Negligent Workmanship Counterclaim

31 The Defendant argues that the Rooftop Balcony Works, L1 Walkway Works and Pool Works performed by the Claimant (if any) were done without reasonable care.[69] This is an alternative position that only applies if the Defendant did not succeed in his primary position that the Claimant did not complete the works.

32 I dismiss the Negligent Workmanship Counterclaim, which has no factual basis in light of my findings that (a) the Claimant has not proven that it completed the Rooftop Balcony Works, L1 Walkway Works and the entirety of the Pool Works (see [15]-[23] above); and (b) the Defendant has provided no evidential basis for his argument that the part of the Pool Works that was performed was done without reasonable skill and care (see [17(c)(i)] above).

Negligent Advice Counterclaim

33 To establish a claim for negligent advice, the Defendant must establish the following elements: (a) the Claimant owed a duty of care; (b) the Claimant breached that duty; (c) the Claimant's breach caused the Defendant damage; (d)

[68] CMClosingSubs_[36]; CMReplySubs_[22].

[69] DFClosingSubs_[11(c)], [117(b)].

Version No 1: 23 Oct 2025 (09:56 hrs)

the Defendant's losses are not too remote; and (e) the losses can be adequately proved and quantified (*Spandeck Engineering (S) Pte Ltd v Defence Science & Technology Agency* [2007] 4 SLR(R) 100 at [21]).[70]

34 A duty of care arose because the Claimant held itself out as a waterproofing expert and was aware that the Defendant was relying on it to determine the scope of waterproofing services required.[71]

35 The Defendant has, however, failed to show that the Claimant breached that duty.

(a) The Defendant raises the Additional Areas that he says ought to have been covered in the Quotations, and also points to the Claimant's failure to advise him to perform water ponding and water tightness tests for the swimming pool (see [10] above).

(b) However, there is no evidence of problems arising from the Additional Areas during the Site Survey before the Quotations were issued.[72]

(i) I accept Mr Chi's evidence that he inspected the Houses and set out the areas of water leakage that he could identify (see [7] above), and that there were no other areas (including the Additional Areas) that exhibited problems requiring waterproofing works.[73]

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[70] DFClosingSubs_[115].

[71] DFClosingSubs_[15]; DFReplySubs_[15]; DFAEIC_Wong_[26]-[28]; 1TRANS_PDF36:9-24.

[72] CMAEIC_Chi_2_[5].

[73] CMAEIC_Chi_1_[13], [25]-[27].

Version No 1: 23 Oct 2025 (09:56 hrs)

(ii) The evidence from the Defendant's subsequent contractor Mr Teo that there were problems at the Additional Areas has limited value,[74] as his observations relate to a different time and do not speak to the condition of the Additional Areas during the Site Survey.[75]

(iii) Moreover, while the Defendant obtained quotations from at least three other contractors before engaging the Claimant,[76] none identified problems at the Additional Areas.

(c) In this regard, it is not reasonable for the Defendant to expect the Claimant to provide advice on issues that may not have materialised at the time of the Site Survey.[77]

(d) In respect of the water ponding and water tightness tests for the swimming pool, the Claimant has given evidence that it performed the tests (see [17(c)(i)] above).[78]

36 I therefore dismiss the Negligent Advice Counterclaim.

Misrepresentation Counterclaim

37 In his Closing Submissions, the Defendant characterises the Claimant's representation as follows ("Alleged Representation"):[79]

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[74] DFClosingSubs_[37]-[56].

[75] CMClosingSubs_[49]; CMReplySubs_[5], [10]; CMAEIC_Chi_2_[5].

[76] 1TRANS_PDF95:2-PDF96:2.

[77] CMReplySubs_[11]; 1TRANS_PDF93:7-9.

[78] CMAEIC_Chi_2_[13].

[79] DFClosingSubs_[94].

Version No 1: 23 Oct 2025 (09:56 hrs)

> The Claimant represented that it had the requisite expertise as a waterproofing specialist and that, after conducting a comprehensive survey, its Quotation[s] would encompass all necessary waterproofing works to provide a complete solution for the [Houses].

38 The only evidence the Defendant relies on in his Closing Submissions to demonstrate that the representation was made is Mr Chi's evidence at trial where he said "based on the balcony, we are doing the whole area, it's more a comprehensive waterproofing [of] the entire place".[80]

39 This statement is insufficient to prove that the Alleged Representation was made, as Mr Chi's reference to "comprehensive waterproofing" relates to the balcony and not to the Houses as a whole.

40 In any event, the Defendant has failed to show how the Alleged Representation is false because:

(a) There is sufficient evidence that the Claimant is a waterproofing specialist.[81]

(b) The Claimant conducted a comprehensive survey based on the condition of the Houses at the time of the Site Survey (see [7] and [35(b)] above).

(c) There is no evidence that the Quotations fail to encompass the necessary waterproofing works to provide a complete solution based on the condition of the Houses at the time of the Site Survey (see [35(b)] above).

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[80] DFClosingSubs_[94]; 1TRANS_PDF53:11-13.

[81] CMAEIC_Chi_1_[7], [13]; 1TRANS_PDF21:6-11, 30-32, PDF22:1-22.

Version No 1: 23 Oct 2025 (09:56 hrs)

41 I therefore dismiss the Misrepresentation Counterclaim.

Conclusion

42 I dismiss both the Claimant's claim and the Defendant's counterclaim.

43 The parties are to file and exchange written submissions on the issue of costs (limited to 5 pages) within 14 days from the date of this judgment.

Samuel Wee
District Judge

Beh Eng Siew and Shaun Sim Yong Zhao (Shen Yongzhao) (Lee Bon Leong & Co) for the Claimant;
Luke Anton Netto, Aylwyn Seto Zi You and Nidesh Muralidharan (Netto & Magin LLC) for the Defendant.

Version No 1: 23 Oct 2025 (09:56 hrs)