1. This judgment DOES NOT need redaction.
2. Redaction HAS NOT been done.

District Judge Chiah Kok Khun
12 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 16

District Court Originating Application No 157 of 2025

Between

(1) Ong Hock Lye
(2) Tan Kit Lian, Dulcy

… *Claimants*

And

Chew Lelian (Zhuo Lilian)

… *Defendant*

JUDGMENT

[Contract — Sale of land — Vendor causing delay to completion of sale — Whether delay constituted default pursuant to condition 9.2 Law Society's Conditions of Sale 2020 — Whether vendor liable for late completion interest]

TABLE OF CONTENTS

Ong Hock Lye & Another
v
Chew Lelian (Zhuo Lilian)

[2026] SGDC 16

District Court Originating Application No 157 of 2025
District Judge Chiah Kok Khun
30 December 2025

12 January 2026 Judgment reserved.

District Judge Chiah Kok Khun:

Introduction

1 This application concerns the payment of $182,000 in late completion interest rising from the sale and purchase of a property.

2 In 1984, Leong Hin Realty Pte Ltd (the "Developer") subdivided its land at Telok Kurau Road into Lots 02627 and 05743 (the "Sub Lots") and Lot 05744 (the "Main Lot"), with the final plan approved in 1985. Access from the public road to the Main Lot required crossing over the Sub Lots. This would mean that access to the Main Lot required a right of way through the Sub Lots.[1] The Developer subsequently sold the Main Lot, which was eventually purchased by the claimants. The Developer retained ownership of the Sub Lots.

1 Paras 3-4 of Mr Ong Hock Lye's affidavit ("claimants' affidavit").

3 By an option to purchase dated 16 May 2023 ("OTP") the claimants offered to sell the Main Lot to the defendant. The defendant exercised the OTP on 10 January 2024 and paid the option monies to the claimants' solicitors to hold as stakeholder pending completion of the sale and purchase. Completion was scheduled on or before 6 March 2024.[2]

4 Subsequently the claimants and the defendant were engaged in discussion over the matter of the right of way to the Main Lot. Eventually, the completion was delayed to 25 July 2024. After the new completion date had been agreed, the sum of $182,000 of the purchase price was held in Foo Kwok LLC ("FKL") the claimants' solicitors' conveyancing account, pending the parties' resolution of the dispute over whether the claimants were liable to the defendant for late completion interest.

5 The claimants are seeking the following orders in this application:

(a) A declaration that the defendant has no right to claim the sum of $182,000 held by FKL.

(b) A declaration that FKL is entitled to release the sum of $182,000 to the claimants.

6 The application was argued before me. For the reasons below, I am dismissing the application.

2 P 31 of claimants' affidavit.

Issue to be determined

7 The issue to be decided by me in this case is whether the delay in the completion of the sale and purchase of the Main Lot is caused by the default of the claimants.

Analysis and findings

The claimants had taken it upon themselves to resolve the matter of the right of access without qualifying their position on late completion interest

8 The starting place of the analysis of the present dispute is the OTP. The relevant portions of the OTP are as follows:

> 9. The sale and purchase herein is subject to satisfactory replies being received by the Purchaser from the usual government departments and Land Transport Authority. If any of the replies to such requisitions are unsatisfactory, the Purchaser may elect either to proceed with the purchase herein or rescind such purchase, and in the event that the Purchaser elects to rescind such purchase, the Vendor shall forthwith refund the Deposit without any interest thereon to the Purchaser, and thereafter neither party shall have any claims whatsoever against the other. For the purpose of this Clause "requisitions" shall include the usual enquiries customarily sent to the Public Works Department, Property Tax Department, Development Control Division, Building Control Division, Sewerage Department, Environment Health Department, Land Transport Authority and the Road and Drainage Interpretation Plans …
>
> …
>
> 11. For the avoidance of doubt, Clause 10.1 of "The Singapore Law Society's Conditions of Sale 2020" shall not apply and the Property is sold in their present state and condition on an "as is where is" basis, and subject to any restrictive covenants and easements and the Purchaser shall buy with full notice in all respects of actual state and condition of the property as well as with regards to the access, repair, light, air and in all other respects and shall take the property as it is and the Purchaser shall not make or raise any enquiry objection

> or requisition whatsoever in respect thereof. The Vendor also agrees to grant access for architect, designer and bank valuer if any, at reasonable times up to maximum of 3 visits only.
>
> 12. No warranty on the part of the Vendor is given or implied as to the correctness or suitability of the property for any purpose or use or any other matter whatsoever.

9 As seen, under clause 9, if any of the replies to requisitions made to the usual government departments are unsatisfactory, the purchaser of may elect either to proceed with the purchase or rescind it. The claimants' case in essence is that the defendant had made the election referred to in clause 9 of the OTP to proceed with the purchase. Once the defendant has elected to proceed, the clause stated that "thereafter, neither party shall have any claim whatsoever against the other". The defendant therefore has no right to maintain a stake in the stakeholder monies.[3] The delay in completion is not caused by any default on the claimants' part. No interest for late completion is therefore payable by them.

10 The claimants also contend that under clause 11, the right to object to the purchase based on legal requisitions did not extend to question of access to the property. This was because the sale was on an "as is where is" basis. The claimants thus say that the defendant was deemed to have full notice of the state of access to the Main Lot. The defendant was not entitled to make or raise any objection or requisition in respect of its access.[4]

11 The claimants also rely on the Law Society's Conditions of Sale 2020 (the "LSS 2020 Conditions") which is incorporated in the OTP. The relevant clauses relied on are as follows:[5]

---

3 Para 8 of the claimants' affidavit.

4 Para 10 of the claimants' affidavit.

5 Pp 44-45 of claimants' affidavit.

> 8. State of Property as to Repair, etc
>
> Subject to Conditions 5 and 10, the Purchaser is deemed to have notice of the actual state and condition of the Property as regards access, repair, light, air, drainage and in all other respects.
>
> No Interest Payable
>
> 9.4. No interest (as liquidated damages) will be payable if the delay in completion is due to some cause other than the default of the Vendor or the Purchaser or to the default of both the Vendor and the Purchaser.

12 The claimants contend that clause 9.4 of the LSS 2020 Conditions supports their position that the defendant was not entitled to late completion interest as the claimants were not at fault for the delay. For completeness, I also set out the clause which provides for the payment of late completion interest. This is clause 9.2 of the LSS 2020 Conditions which states as follows:

> Interest Payable by Vendor
>
> 9.2. If:
>
> (a) the sale is not completed on or before the Scheduled Completion Date; and
>
> (b) the delay in Completion is due solely to the default of the Vendor, the Vendor must pay interest (as liquidated damages) commencing on the day following the Scheduled Completion Date up to and including the Completion Date. Interest will be calculated on the purchase price (and in the case of a sub-sale, less any part of the original purchase price that is not due to the developer) at 8% per annum.

13 As seen, where the delay in completion is due solely to the default of the vendor, he must pay late completion interest.

14 With the relevant provisions in mind, I turn next to analyse the events immediately after the defendant exercised the OTP. It is noted first that the claimants were aware at the material time that the right of access could be granted by the Developer, who owned the Sub Lots. The claimants proposed at

the outset to the defendant that they would take it upon themselves to obtain the right of access from the Developer. The sequence of events, and the communication between the parties immediately after the defendant exercised the OTP on 10 January 2024 are as follows.

15 On 19 Feb 2024 the defendant's solicitors enquired with FKL whether the Sub Lots are to be vested to the relevant agencies or to remain as private land. They also asked if there was a right of way to the Main Lot.[6] On 29 Feb 2024 FKL replied by way of an email, stating that they had instructions to liaise with the Developer to request from them easement rights through the Sub Lots.[7] FKL also enquired if the defendant wished to defer the completion.[8]

16 On 5 Mar 2024 the defendants' solicitors wrote to FKL to follow up on a telephone conversation that took place the day before. The defendants' solicitors noted that the claimants were liaising with the Developer on the registration of the easement with the Singapore Land Authority. The defendants' solicitors further noted that as such, completion could not take place on 6 March 2024, the completion date. The defendants' solicitors asked FKL to advise when the claimants would be able to complete the sale. Pertinently, the defendants' solicitors expressly reserved the defendant's right to claim for late completion interest under clause 9.2 of the LSS 2020 Conditions.[9]

17 On 11 Mar 2024 FKL informed the defendant's solicitors that they had forwarded the grant of easement instruments to the Developer for execution and that they were taking all the steps necessary to ensure that a right of way would

---

[6] Para 14 of defendant's affidavit.

[7] Para 16 of defendant's affidavit.

[8] Para 16 of defendant's affidavit.

[9] Para 19 of defendant's affidavit.

be granted. The claimants also requested that the deferment of completion be interest free and said that they hoped to complete the matter on 5 April 2024.[10] On 7 Apr 2024 the 1st claimant sent the defendant several WhatsApp messages. He updated the defendant that it would take time for the easement rights to be granted to the defendant. He expressly acknowledged the delay of the completion of the sale and purchase of the Main Lot and offered his apologies. He also acknowledged that the delay was causing the defendant much inconvenience.[11]

18 It should also be noted that sometime after the original completion date of 6 March 2024, the claimants proposed alternative courses of action to complete the sale of the Main Lot.[12] These alternative options were proposed on 20 March, 4 April and 16 April 2024. However, these options were not accepted by the defendant because they involved the Sub Lots been included into the defendant's property count for the purposes of additional buyer's stamp duty. Further, they do not resolve the root of the problem which is the issue of easement rights through the Sub Lots. The defendant's mortgagee bank would not disburse the loan monies to her until the issue of the easement rights had been resolved.[13]

19 From 16 April to 10 May 2024, the defendant's solicitors sent numerous emails to FKL to request for a status update on the issue of the easement rights. The claimants were however unable to provide an exact timeframe as to when the easement rights could be granted.

10 Para 20 of defendant's affidavit.

11 Para 21 of defendant's affidavit.

12 Para 28 of defendant's affidavit.

13 Para 28(c) of defendant's affidavit.

20 On 22 Jun 2024 FKL informed the defendant's solicitors that the Developer had executed the grant of easement for the Sub Lots. However, no new completion date was proposed by the claimants. On 24 Jun 2024, the defendant's solicitors enquired about the new completion date. On 27 Jun 2024 the claimants proposed the new completion date of 25 July 2024. The defendant's solicitors confirmed with FKL on 28 June 2024 that the defendant was agreeable to the new completion date. It is pertinent to note that the defendant's solicitors also reiterated the defendant's right for late completion interest for the period from 7 March 2024 up to the actual completion date.

21 It will be seen from the foregoing that FKL had informed the defendant's solicitors at the outset that they had instructions from the claimants to liaise with the Developer to request for easement rights.[14] The defendant' solicitors stated in response that as completion could not take place on 6 March 2024, they expressly reserved the defendant's right to claim for late completion interest under clause 9.2 of the LSS 2020 Conditions.[15] It is of pertinence that there was no protest from the claimants to the reservation of the defendant's right to claim for late completion interest. FKL then informed the defendant's solicitors on 11 March 2024 that they had forwarded the necessary papers to the Developer for the grant of easement; and stated that they were taking all the steps necessary to ensure that a right of way is granted, and that they hoped to complete the matter on 5 April 2024.[16] It is plain therefore that the claimants have undertaken to obtain the right of access in order to effect the completion of the sale and purchase of the Main Lot. Whilst they requested that the deferment of completion be interest free, the defendant did not at any time indicate accession

---

14 Para 16 of defendant's affidavit.

15 Para 19 of defendant's affidavit.

16 Para 20 of defendant's affidavit.

to the request. It is seen that when the 1st claimant updated the defendant on 7 Apr 2024 that it would take time for the easement rights to be granted to the defendant, he expressly acknowledged the delay of the completion of the sale and purchase and offered his apologies. He also acknowledged that the delay was causing the defendant inconvenience.[17] No mention was made by the 1st claimant of any waiver of interest for late completion.

22 In fact, at no time since 29 February 2024 when FKL stated that they had the claimants' instructions to liaise with the Developer to request easement rights from them and enquired if the defendant wished to defer the completion,[18] till well after the original completion date of 6 March 2024 did the claimants suggest that the defendant was not entitled to claim for late completion interest.

The delay in completion of the sale and purchase of the Main Lot is caused by the default of the claimants

23 As seen, the claimants have undertaken at the outset to obtain the right of access in order to effect the completion of the sale and purchase of the Main Lot. Having so undertaken, they failed to obtain the right of access by the original completion date. The sale was only completed on 25 July 2024, and the late completion interest payable amounted to $182,000.

24 As regards the claimants' proposed alternative courses of action alluded to above to complete the sale of the Main Lot,[19] they do not change the fact that the claimants had expressly taken on the responsibility of procuring the grant of easement from the Developer. More importantly, these alternative options were

---

17 Para 21 of defendant's affidavit.

18 Para 16 of defendant's affidavit.

19 Para 28 of defendant's affidavit.

proposed on 20 March, 4 April and 16 April 2024, well after the original completion date of 6 March 2024. They do not absolve the claimants of their liability to pay late completion interest under clause 9.2 of the LSS 2020 Conditions.

25 Further, as discussed above, purchasing the Sub Lots would have added to the defendant's additional buyer's stamp duty. The mortgagee bank was also not prepared to disburse the loan monies to her until the issue of the easement rights had been resolved. More importantly, the defendant did not have the intention to acquire the Sub Lots in any event. It is simply not part of the original bargain struck between the parties.

26 In this regard, a case referred to by the claimants themselves is instructive. The case concerned requisitions made to government departments in a sale and purchase of property. In *Chu Yik Man v S Rajagopal & Co and another* [1985–1986] SLR(R) the High Court held as follows at [13]:

> 13 In my view, the common thread that runs through these three decisions was the intention of the parties as expressed in the formula "satisfactory reply to requisitions". In my view, that formula is intended to give the purchaser substantially what he has bargained for, taking into account his purpose in purchasing the property and such other circumstances which have a direct or indirect effect on the fulfilments of that purpose. …

27 As seen, the pertinent question to ask is whether the purchaser is getting substantially what he has bargained for in the purchase of the property. Whilst the case concerned replies to requisitions made to government departments, the underlining principle provides useful guidance. In the present case, the defendant is purchasing the Main Lot. She had no intention to purchase the Sub Lots together with the Main Lot. It was not what she bargained for when she exercised the OTP. There is no reason why she should also purchase the Sub

Lots subsequently just to enable the claimants to complete the sale of the Main Lot to her.

28 At the end of the day, the claimants had taken it upon themselves to resolve the matter of the right of access without qualifying their position as regards late completion interest. This is seen in the above analysis of the events immediately after the defendant exercised the OTP. The completion was delayed as a result of their failure to obtain the access in time. Having undertaken to obtain the access without reservation on the question of late completion interest, their inability to resolve the issue of the right of access in time for completion was a default on their part under the LSS 2020 Conditions. I find that the delay in completion of the sale and purchase of the Main Lot is caused by the default of the claimants; and they are liable for the late completion interest.

29 For completeness, I turn to the claimants' argument that the defendant's only recourse in the circumstances was to rescind the OTP. There is no recourse to interest for late completion against the claimants. The claimants refer to clause 9 of the OTP which I have set out above. The clause provides that if any of the replies to requisitions made to the government departments are unsatisfactory, the defendant may elect either to proceed with the purchase herein or rescind it. The claimants argue that the inclusion of clause 9 of the OTP gave the defendant comfort in that she could exercise the OTP without first conducting her searches and requisitions, and that such comfort meant that if the searches and requisitions were not favourable, the defendant's purported only recourse was to rescind the contract to purchase. The claimants thus submit that the defendant is not entitled to late completion interest if the searches and

requisitions were not favourable and if she chose not to rescind the contract to purchase.[20]

30 I note first that it is not disputed that defendant acquired an equitable interest in the Main Lot when she exercised the OTP: see *Cheng-Wong Mei Ling Theresa v Oei Hong Leong* [2006] 2 SLR(R) 63717 (*"Cheng-Wong Theresa*") at [22]-[24]. As pointed out by the defendant, clause 9 of the OTP would be a condition in a contract for the exclusive benefit of the defendant to rescind the contract. It was within the defendant's right to waive that benefit and seek specific performance instead if she wanted to. In my view, the defendant was fully entitled to elect to proceed with or to rescind the purchase. In electing to proceed with the purchase of the Main Lot, the defendant had waived the benefit conferred on her under clause 9 to rescind the contract and elected to proceed with the purchase instead. Having done so, she was entitled to the sale and purchase being completed by the original completion date of 6 March 2024. In this regard, as discussed above, the claimants have undertaken at the outset to obtain the right of access in order to effect the completion of the sale. The completion was delayed as a result of their failure to obtain the access in time. Having undertaken to obtain the access, their inability to resolve the issue of the right of access in time for completion was a default on their part under the LSS 2020 Conditions. The defendant was entitled to elect to proceed with the sale on the basis of the original completion date.

31 Next and for completeness as well, I turn to the claimants' contention that clause 11 of the LSS 2020 Conditions stated that the right to object to the sale of the Main Lot based on legal requisitions did not extend to the question of access. The defendant was thus not entitled to raise any objection in respect

20 Paras 6 & 9 of the claimant's written submissions.

of access to the Main Lot. The claimants contend that this was because the sale was on an "as is where is" basis and the defendant was deemed to have full notice of the state of access to the Main Lot.[21] In my view however, the question before me is not whether the defendant has the right to object to the sale on the basis of the access to the Main Lot. The question before me is one of delay in completion and whether interest is payable by the claimants as a result of that delay. Again, as discussed above, the claimants have undertaken at the outset to obtain the right of access in order to effect the completion of the sale. The completion was delayed as a result of their failure to obtain the access in time. Having undertaken to obtain the access without reservation on the question of late completion interest, their inability to resolve the issue of the right of access in time for completion was a default on their part under the LSS 2020 Conditions.

The contention that there is an implied easement does not absolve the claimants from their default

32 As well for completeness, I turn to the claimants' contention that there is an implied easement over the Sub Lots. The claimants contend that whilst s 97 of the Land Titles Act 1993 ("LTA 1993") showed that all easements had to be registered in the Land Titles Register, there is an exception under s 99 where implied easement might arise from a development and subdivision of the land. The claimants contend the exception applies if the Sub Lots were appropriated or set aside for access to the Main Lot. The claimants also contend that s 97A provides another exception where the court has the power to create an easement where it was reasonably necessary. It is not entirely clear to me the purport of the claimants' argument. The claimants appear to suggest that the

[21] Para 10 of the claimants' affidavit.

defendant could have applied to court to create the easement, or if that is deemed "too inconvenient" to the defendant, rescinded the OTP.[22]

33 However, the question before me is not whether an easement should be implied in this case. The question of whether the defendant is entitled to a grant of easement in law is a separate question from whether the claimants should have ensured that the easement was in place before offering the OTP. The matter before me is an application in regard to whether late completion interest is payable; it is not an application for grant of easement. The application before me turns on whether having undertaken to obtain the access without reservation on the question of late completion interest, the claimants' inability to resolve the issue of the right of access in time for completion was a default on their part under the LSS 2020 Conditions. I agree with the defendant that it is not for the claimants to now argue that there was an implied grant of easement through the Sub Lots as at the time of the original completion date, when no such declaration has been made by the court at that time.

34 Finally, I turn to the defendant's additional argument on estoppel. In essence, the defendant says that the claimants are estopped in any event from claiming they are not in default as the claimants had taken it upon themselves to resolve the matter of the right of access. Having so undertaken to obtain the access without reservation on the question of late completion interest, their inability to resolve the issue of the right of access in time for completion was a default on their part. As I have made the finding above that the delay in completion of the sale and purchase of the Main Lot is caused by the default of the claimants and they are liable for the late completion interest, I do not propose to discuss the defendant's estoppel argument in this judgment.

---

22 Para 21 of the claimants' written submissions.

Conclusion

35 In summary, I find that the claimants had taken it upon themselves to resolve the matter of the right of access without qualifying their position as regards late completion interest. The completion of the sale and purchase was delayed as a result of their failure to obtain the access in time. Having undertaken to obtain the access without reservation on the question of late completion interest, their inability to resolve the issue of the right of access in time for completion was a default on their part under the LSS 2020 Conditions. They are therefore liable for the late completion interest. The claimants' application is accordingly dismissed.

36 As for costs, it is to follow the event; and the claimants are to pay the costs of the defendant. As regards quantum, I note that under Appendix H of the State Courts Practice Directions 2021, Pt IV, A2, the range of costs provided for a contested origination application is $2,000 to $15,000. After considering the respective submissions on costs, the time taken at the hearing, and taking into account the nature of the submissions, I fix costs at $8,000, inclusive of disbursements.

Chiah Kok Khun
District Judge

Ng Yuen and Chua Thai Keong (Malkin & Maxwell LLP) for the claimants;
Derek Kang Yu Hsien and Tan Lin Yin Vickie (Cairnhill Law LLC) for the defendant.