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DISTRICT JUDGE SAMUEL WEE CHOONG SIAN
30 JANUARY 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 2

District Court Originating Claim No 1085 of 2024

Between

Crimsign Graphics Pte Ltd

… *Claimant*

And

Amxon Constructors Pte. Ltd.

… *Defendant*

JUDGMENT

Contract — Breach — Whether sub-contractor breached its contractual obligations by failing to perform the scope of work required

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Crimsign Graphics Pte Ltd
v
Amxon Constructors Pte. Ltd.

[2026] SGDC 2

District Court Originating Claim No 1085 of 2024
District Judge Samuel Wee
11 November 2025, 23 January 2026

30 January 2026 Judgment reserved.

District Judge Samuel Wee:

Introduction

1 The Claimant provided signage for MRT stations and tunnels under three contracts with the Defendant (collectively "Three Contracts"):[1] a contract dated 1 December 2017 relating to Woodlands Station ("Woodlands Contract");[2] a contract dated 7 August 2019 relating to Springleaf Station ("Springleaf Contract");[3] and a contract dated 25 August 2021 relating to Havelock Station ("Havelock Contract").[4]

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[1] Claimant's Closing Submissions ("CMClosingSubs")_[2]; Defendant's Closing Submissions ("DFClosingSubs")_[5]; Defendant's Affidavit of Evidence-in-Chief of Lee Kwok Kiong ("DFAEIC")_[6].

[2] Agreed Statement of Facts dated 20 December 2024 ("ASOF")_S/N 3; DFAEIC_51-225.

[3] ASOF_S/N 4; DFAEIC_308-325.

[4] ASOF_S/N 5; DFAEIC_523-598.

2 After endorsing some documents indicating the completion of the work under the Three Contracts (eg. Settlement of Final Accounts and Payment Certificates), the Defendant refused to pay the outstanding balance to the Claimant.

3 The Claimant therefore commenced the present proceedings, in which the Defendant raised a defence of set-off and a counterclaim for alleged breaches of the Three Contracts by the Claimant.

The Claimant's claim

The Woodlands Contract

4 The Claimant seeks payment of $12,715.16 in relation to the Woodlands Contract[5] for the legal fees it incurred in adjudication proceedings relating to the Woodlands Contract (SOP/AA 209/2022).[6]

5 Under s 30(4) of the Building and Construction Industry Security of Payment Act 2004 (2020 Rev Ed), the Claimant "may include the whole or any part thereof in any claim for costs [in the adjudication proceedings] in any proceeding before a court".

6 I am satisfied that the Claimant is entitled to recover the $12,715.16 in legal costs for SOP/AA 209/2022 (in which it succeeded) as it has proven that such costs were incurred and the Defendant has not challenged their reasonableness or provided any reason preventing such recovery. In this regard,

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[5] ASOF_S/N 8; Claimant's Affidavit of Evidence-in-Chief of Chia Jinson (Xie Jinsheng) ("CMAEIC")_[12].

[6] CMClosingSubs_[10]-[19]; Scott Schedule filed on 16 April 2025 ("SS")_Claim_S/N 1; CMAEIC_[13].

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while the invoice and timesheet from the Claimant's solicitors were titled "Claim Against Amxon Constructors Pte Ltd for Signage Works at T203, T208 and T221",[7] the entries in the timesheet referred to work that appears to have been done for the Woodlands Contract that led up to and included the adjudication proceedings.[8]

7 Subject to any reduction if the Defendant succeeds in its defence of set-off and counterclaim, I find that the Claimant is entitled to payment of $12,715.16. In this regard, the Defendant's belief that it had a viable counterclaim against the Claimant's claim in SOP/AA 209/2022 does not detract from the fact that the Claimant succeeded in the adjudication proceedings.[9]

The Springleaf Contract

8 The Claimant seeks payment of $136,262.85 under the Springleaf Contract.[10] This is the difference between the total adjusted contract sum of $374,500 and the payment of $238,237.14 that the Defendant made.[11]

9 The Defendant accepts that it agreed to the final value of the work done at $374,500 in the Settlement of Final Account dated 22 November 2021 ("22 Nov 2021 Final Account"),[12] but argues that the balance amount payable should

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[7] CMAEIC_Ex213-Ex214.

[8] CMClosingSubs_[15]-[16]; DFClosingSubs_[13].

[9] DFAEIC_[12].

[10] CMClosingSubs_[46]-[50]; ASOF_S/N 11.

[11] SS_Claim_S/N 2.

[12] DFAEIC_[32], [33].

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be reduced to account for the sum sought under its defence of set-off and counterclaim.[13]

10 Subject to any reduction if the Defendant succeeds in its defence of set-off and counterclaim, I find that the Claimant is entitled to payment of $136,262.85.

The Havelock Contract

11 The Claimant seeks payment of $15,301 under the Havelock Contract.[14]

12 The Defendant accepts that it certified the total work done by the Claimant at $15,301, but argues that the balance amount payable should be reduced to account for the sum sought under its defence of set-off and counterclaim.[15]

13 Subject to any reduction if the Defendant succeeds in its defence of set-off and counterclaim, I find that the Claimant is entitled to payment of $15,301.

Total amount awarded for the Claimant's claim

14 The Claimant is entitled to payment of $164,279.01. As the Defendant has since paid $4,583.35,[16] it has to pay the Claimant a balance of $159,695.66, subject to any reduction if the Defendant succeeds in its defence of set-off and counterclaim.

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[13] DFClosingSubs_[22]; SS_Claim_S/N 2.

[14] CMClosingSubs_[70]; SS_Claim_S/N 3.

[15] DFClosingSubs_[42]-[43]; SS_Claim_S/N 3; DFAEIC_[62].

[16] DFClosingSubs_[6]; SS_Counterclaim.

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15 In coming to this decision, I am mindful that the Defendant has pointed to a statement in the 22 Nov 2021 Final Account, which states "We will complete all the outstanding Contract and Variation Works including all defect works on site till acceptance of Main-Contractor and LTA" to argue that its agreement to the final value of the work done was not conclusive.[17] I disagree. The statement merely means that the Claimant still has to continue performing works (eg. defects rectification), and cannot be interpreted to mean that the Defendant's agreement is "contingent or conditional".[18]

The Defendant's counterclaim

16 The Defendant's counterclaim arises from:[19]

(a) The Claimant's failure to provide it as-built drawings ("AB Drawings") and warranties ("Warranties") under the Three Contracts, and operations and maintenance manuals ("Ops Manuals") under the Springleaf Contract and Havelock Contract.

(b) Outstanding defects under the Springleaf Contract.

The AB Drawings, Warranties and Ops Manuals

17 The Defendant contends that the Claimant breached its contractual obligation by failing to provide the AB Drawings and Warranties for the Three Contracts, and Ops Manuals for the Springleaf Contract and Havelock Contract. It has quantified the damages in excess of $100,000 based on 5% of the contract

[17] DFClosingSubs_[14], [22], [36]; DFAEIC_[9], [32].

[18] CMAEIC_[22]-[24].

[19] DFClosingSubs_[7]; SS_Counterclaim_S/N 1-11.

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value for the AB Drawings, 5% of the contract value for the Warranties, and 1.5% of the contract value for the Ops Manuals.[20]

18 I dismiss the Defendant's counterclaim for these sums.

(a) There is no contractual basis for the percentages used – the Defendant has not identified any provision in the Three Contracts specifying these percentages, which appear arbitrary.[21] Further, there is no evidential basis for the Defendant's contentions that:[22]

(i) There is a "standard market practice or standard cost benchmarks [where] the costs of as-built drawings is typically estimated at approximately 5% of the contract sum".[23]

(ii) There is a "standard market practice where the cost of warranty is typically estimated at approximately 5% of the contract sum".[24]

(iii) There is a "standard market practice where the cost of [Ops Manuals] is typically estimated at approximately 1.5% of the contract sum".[25]

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[20] DFClosingSubs_[8], [18]-[19], [24], [28], [34], [46], [51]-[52]; DFAEIC_[14], [34], [63].

[21] DFAEIC_[14], [35], [63].

[22] CMClosingSubs_[85]-[93]; Claimant's Opening Statement ("CMOpening")_[12(14)]-[12(16)].

[23] DFAEIC_[21], [41], [69].

[24] DFAEIC_[25], [45], [74].

[25] DFAEIC_[29], [51], [79].

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(b) Even if there was a technical breach of the Three Contracts by the Claimant in relation to the AB Drawings[26] and Warranties,[27] it fell on the Defendant to prove the loss and damage arising from such breach.[28] It has not, and merely relies on its unsubstantiated "standard market practice" as the basis for its counterclaim.[29] In light of this finding, it is not necessary for me to determine whether the Claimant had provided the AB Drawings and Warranties for the Three Contracts.

(c) The Springleaf Contract and Havelock Contract do not require the Claimant to provide the Ops Manuals, which are optional – being something to be provided "if applicable".[30] I agree with the Claimant that there was no need for the Ops Manuals, since the signage is not something that anyone has to "operate, maintain, dismantle, reassemble, adjust and repair".[31] In this regard, while the Claimant may have decided to provide Ops Manuals for the Woodlands Contract,[32] this did not mean that it also had to provide them for the Springleaf Contract and Havelock Contract given that there was no clear contractual obligation to do so.[33] In any event, the counterclaim fails because there is no evidence showing that the Defendant incurred time and costs[34] to prepare and submit the Ops Manuals to the respective main contractors (ie. Leighton-

[26] DFAEIC_[17], [37], [66].

[27] DFAEIC_[23], [43], [71].

[28] CMClosingSubs_[45], [85]-[93].

[29] CMClosingSubs_[85]-[93].

[30] CMClosingSubs_[65], [83]; SS_Counterclaim_S/N 3, 6, 10; CMAEIC_[29].

[31] CMAEIC_[55], [74]; DFAEIC_[27], [47], [76].

[32] DFClosingSubs_[31], [52].

[33] DFClosingSubs_[29], [32]-[33]; CMAEIC_[29]; 1TRANS_PDF55:18-24.

[34] CMClosingSubs_[85].

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John Holland JV for the Springleaf Contract, and Gammon Construction Ltd (Singapore Branch) for the Havelock Contract) as it is "unable to locate or retrieve the relevant cover emails or the transmittals".[35]

The alleged outstanding defects under the Springleaf Contract

19 The Defendant seeks $17,000 in damages[36] for: (a) incomplete work under the Springleaf Contract; and (b) unrectified defects,[37] which existed after the work is completed.

20 Based on the 22 Nov 2021 Final Account, the works would have been completed by around November 2021, since the issuance of the 22 Nov 2021 Final Account indicates that works amounting to $374,500 were completed (see [9] and [15] above).[38] As such, I do not agree with the Defendant's suggestion that there was incomplete work, and instead focus on whether there were unrectified defects after the 22 Nov 2021 Final Account was issued.

21 The Defendant relies on alleged defects relating to (a) signage at "UPED" and "USPD" areas ("Category 1 Defects");[39] and (b) "mega signages" ("Category 2 Defects").[40]

22 In respect of the Category 1 Defects, the Defendant has not produced sufficient evidence demonstrating their existence after the 22 Nov 2021 Final

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[35] DFAEIC_[26], [28], [48]-[50], [78].

[36] DFAEIC_[34].

[37] DFAEIC_[52]-[53].

[38] DFClosingSubs_[22], [36]; DFAEIC_328.

[39] Defendant's Further Submissions ("DFFurtherSubs")_[2]-[4].

[40] DFFurtherSubs_[5]-[6].

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Account was issued, and merely points to an email from May 2021,[41] which pre-dates the 22 Nov 2021 Final Account.

23 As to the Category 2 Defects, the Defendant has proven that there were unrectified defects relating to "mega signages" after the 22 Nov 2021 Final Account was issued, and that it incurred $840.50 in rectification costs.

(a) On 12 May 2022, the Defendant wrote to the Claimant's solicitors to set out issues requiring rectification.[42] The letter exhibited copies of various WhatsApp messages and emails detailing work required for "mega signages",[43] and shows that the Claimant was notified of the Category 2 Defects.

(b) The Defendant has also produced adequate evidence of the costs of $840.50 it incurred for replacing the "mega signages".[44] While the Defendant also claimed around $12,000 for the labour and equipment required to install the replacement "mega signages",[45] it failed to produce any documentary evidence relating to such costs.[46]

24 I therefore award the Defendant $840.50 in respect of the Category 2 Defects.

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[41] AB2457-2579.

[42] DFAEIC_[56], 479-495.

[43] DFFurtherSubs_[5].

[44] DFAEIC_[59], 511-513.

[45] DFAEIC_[59].

[46] Claimant's Further Submissions_[26]-[28].

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Conclusion

25 I grant the Claimant's claim and order the Defendant to pay it $158,855.16 (ie. $159,695.66 less $840.50).

26 I will hear parties on the issues of interest and costs.

Samuel Wee
District Judge

Daniel Tay Yi Ming and Kamini Devi Naidu d/o Devadass (BR Law Corporation) for the Claimant;
Choa Sn-Yien Brendon and Lim Jia Xin Kimberly (Patrick Ong Law LLC) for the Defendant.

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