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DISTRICT JUDGE CHIAH KOK KHUN

22 June 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 202

District Court Originating Claim No 111 of 2022

Between

Mobot Pte Ltd

... Claimant

And

The Management Corporation Strata Plan No 4067

... Defendant

JUDGMENT

[Tort — Misrepresentation — Subsidiary proprietor of strata title property applying to management corporation for fitting out permit — Subsidiary proprietor carrying out fitting out works — Whether

representations made by management corporation fitting out works
approved — Whether subsidiary proprietor submitted a complete
and compliant set of documents for approval of fitting out works
— Whether fitting out works authorised]

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Mobot Pte Ltd
v
The Management Corporation Strata Plan No 4067

[2026] SGDC 202

District Court Originating Claim No 111 of 2022
District Judge Chiah Kok Khun
1, 2 December 2025, 2, 3 March, 26 May 2026

22 June 2026

Judgment reserved.

District Judge Chiah Kok Khun:

Introduction

1 This action arises from an application for approval to commence renovation works at a strata title property. The claimant is in the business of manufacturing, assembly and sale of bicycles¹ and a subsidiary proprietor of unit #01-55 at North Spring Bizhub, 7 Yishun Industrial Street 1 (the “Unit”). The defendant is the management corporation of North Spring Bizhub. There are 453 units at North Spring Bizhub.

2 The claimant’s case is that it had submitted documents to obtain the permit to renovate the Unit, and on 16 December 2021, the defendant verbally approved the commencement of renovation works. In reliance on the assurance, the claimant

¹ Para 1 of statement of claim (amendment no 1).

commenced renovation works on 21 December 2021, but was subsequently instructed by the defendant to stop work, causing losses and disruption to its business plans and operations. The claimant contends that as a result of the defendant's failure to process or approve the renovation permit, it suffered substantial operational delays and financial losses. The claimant commenced this action for negligent misrepresentation, claiming loss and damage resulting from delays to the renovation works and loss of use of the Unit. The claimant also claims for breach of statutory duty on the part of the defendant pursuant to the Building (Strata Management) Act 2004 ("BSMA").²

3 The defendant's case is that it did not give any verbal approval, conditional or otherwise, to the claimant to renovate the Unit. The claimant has also failed to comply with mandatory requirements under the building manual of North Spring Bizhub ("Building Manual")³ and the by-laws, including submission of complete and technically compliant documentation and approvals from relevant statutory authorities. Further, the claimant had carried out renovation works on 21 December 2021 without any approval, in breach of the by-laws of North Spring Bizhub and has caused damage to the unit. The defendant counterclaims for unspecified damages.

4 For the reasons set out below, I am dismissing the claimant's action and allowing the defendant's counterclaim.

² Previously known as the Building Management and Strata Management Act 2004, the Act underwent a change of nomenclature in October 2024.

³ Tab 9 of defendant's bundle of documents ("DBD").

Issues to be determined

5 The issues to be determined by me in this case are as follows:

(a) Whether approval was given to the claimant before 21 December 2021 to proceed with the fitting out works:

(i) whether the claimant submitted a complete and compliant set of documents for fitting out approval, and whether it was prior to the commencement of the works on 21 December 2021 or at all; and

(ii) Whether the defendant provided verbal approval, assurances, or consent for the claimant to commence renovation works.

(b) Whether approval (or a fitting out permit) ought to have been given to the claimant after 21 December 2021.

(c) Whether the claimant is in breach of the by-laws of North Spring Bizhub and has also caused damage to the unit.

Analysis and findings

No approval was given to the claimant before 21 December 2021 to proceed with the fitting out works

6 The law in regard to negligent misrepresentation is uncontroverted. The General Division of the High Court held in the case of *Low Sing Khiang v LogicMills Learning Centre Pte Ltd* [2024] 3 SLR 759 at [30] as follows:

30 To make out a claim of negligent misrepresentation, the following elements have to be satisfied (*IM Skaugen SE and another v MAN Diesel & Turbo SE and another* [2018] SGHC 123 at [121]; *Ma Hongjin v Sim Eng Tong* [2021] SGHC 84 at [20]; *Spandek Engineering (S) Pte Ltd v Defence Science &*

Technology Agency [2007] 4 SLR(R) 100 at [77], [81], [83] and [115]; *Fong Maun Yee and another v Yoong Weng Ho Robert* [1997] 1 SLR (R) 751 at [52]]:

- (a) The defendant must have made a false representation of fact.
- (b) The representation induced actual reliance.
- (c) The defendant must owe a duty of care to the plaintiff to take reasonable care in making the representation.
- (d) There must be a breach of that duty of care.
- (e) The breach must have caused damage to the plaintiff.

7 It is seen that not only must the alleged representation be false, but it must also induce actual reliance. With the above legal principles in mind, I turn to the facts of the present case. It is important in the analysis of a claim in misrepresentation to first determine the exact representations that the representee asserts were made by the representor. The exact representations alleged must be pleaded in the statement of claim. In the present case, the claimant's contention is that the defendant made a series of representations about the renovation permit for fitting out works at the Unit. However, a perusal of the statement of claim (amendment no 1), the further and better particulars, and the reply and defence to counterclaim (amendment no 2) filed by the claimant shows that the representation pleaded is confined to that allegedly given by the chairperson of the defendant, Mr Lee Chang Joon ("Mr Lee") on 16 December 2024 that the documents submitted by the claimant were sufficient for the renovation permit to be issued and that the claimant could start the renovations on 17 December 2021.⁴

⁴ Paras 18 & 19 of the statement of claim (amendment no 1); paras 5 & 6 of further and better particulars filed dated 24 June 2024; and para 5 of the reply and defence to counterclaim (amendment no 2).

8 It is seen thus that the claimant’s pleaded case on misrepresentation is confined to the alleged statements made by Mr Lee on 16 December 2024. The claimant contends that it had submitted documents to obtain the renovation permit prior to 16 December 2021. On 16 December 2021 Mr Lee verbally assured and approved the commencement of fitting-out works. The claimant further alleges that such approval was linked to the solicitation of proxy votes for the pending annual general meeting (“AGM”) of North Spring Bizhub, and that Mr Lee sought the claimant’s director, Mr Lai Wei Chun’s (“Mr Lai”) support in exchange for facilitating approval of the renovation permit. The claimant claims that in reliance on the alleged assurance, it commenced renovation works on 21 December 2021, but was subsequently instructed by the defendant to stop work, causing losses and disruption to its business plans and operations. The claimant thus seeks loss of profits to be assessed; and special damages at \$15,389.90.

9 The analysis of the claimant’s case in this regard starts with the claimant’s submissions of documents for purposes of its renovation works. Mr Lai came to the office of the defendant on 7 December 2021 and submitted the documents (the “7 December Documents”) to a Ms Kelly, a staff of the defendant. It is not disputed that the 7 December Documents were submitted without the endorsement of any professional structural engineer (“PE”). It is undisputable that it is a requirement under the Building Manual which governs building matters at North Spring Bizhub, that the endorsement of a PE is required for the approval of the renovations in question (under clauses 7.2.1(c)-(f) of the Building Manual).⁵ This requirement was recognised, and accepted by the claimant when Mr Lai signed the undertaking in form B, which was one of the documents given to Mr Lai to fill up and submit to obtain the defendant’s

⁵ DBD 443.

approval before commencing renovation works:⁶ The relevant portion of form B states as follows:

We understand that drilling and hacking of the structural floor slab is strictly prohibited without the written consent of the Project's Structural Engineer. Should approval be given, prior to any drilling, all points must be marked out using 'steel cover meter' or appropriate equipment to determine the positions of the post-tension cables. Separate written approval must be obtained from the Management prior to commencement of the actual drilling and/or hacking activities.

10 Further, a form A was submitted without the claimant's signature. Ms Kelly highlighted the shortfalls in the 7 December Documents to Mr Lai on 7 December 2021 and informed him that the documents must be submitted in full before it could be processed and approval could be granted.

11 The claimant appears to accept at trial that Mr Lai had undertaken that separate written approval should be obtained from the defendant prior to the commencement of actual drilling and hacking activities, based on form B. Mr Lai agreed that all drilling and hacking works were strictly prohibited without the written consent of a project structural engineer. However, he asserted that the clause did not apply to him and the Unit. The claimant's expert Mr Ong also likewise contended, without any basis, that the requirement did not apply to the Unit. It is unclear to me why the claimant's renovation works would be exempted from the requirement of a PE's approval. There is no creditable evidence adduced by the claimant in support of its assertion that the requirement did not apply to the Unit.

12 I turn now to the events on 16 December 2021. The evidence shows that Mr Lee made a call to Mr Lai in the morning (the "First Call"). At the First Call

⁶ Supplementary Defendant's Bundle ("SDB") at p 27.

Mr Lee introduced himself to Mr Lai and informed Mr Lai of the impending AGM.⁷ In the afternoon, Mr Lai called Mr Lee, mentioning there he had been some issues with obtaining the renovation permit, and with the managing agent of North Spring Bizhub. He requested for a meeting at the office of the defendant (the “Second Call”).

13 At the meeting at the office of the defendant Mr Lai discussed with Mr Lee the renovation works at the Unit and asked for his consent to carry out the renovation works. Mr Lee’s evidence is that as the claimant intended to create a mezzanine floor in the Unit using industrial beams,⁸ he noted that the 7 December Documents were incomplete and advised Mr Lai to follow the requirements under clause 7.2(f) of the Building Manual to provide all the requisite plans endorsed by a PE. He also advised Mr Lai to submit the relevant documentation to the relevant government authorities for their approval and thereafter to obtain a renovation permit issued by the defendant’s office. Mr Lai said he would submit all the required documentation as stipulated in the Building Manual and assured Mr Lee, in the presence of Ms Kelly that the claimant would not mount any racking into the ground or the wall; or create any platforms by way of installing any racking that would create a mezzanine floor; and would not hack any part of the Unit. Mr Lee informed Mr Lai that the claimant could install a standalone racking system, but he was not allowed to use industrial beams for the racking; and any form of alteration to the building’s structure was prohibited. The construction of a mezzanine floor was strictly prohibited as the authorities would not grant approval. I note that this comports

⁷ DBD 264 – 265.

⁸ SDB 29.

with clause 7.4(c) of the Building Manual, which states that the erection of a mezzanine floor is strictly not allowed.⁹

14 Mr Lee’s evidence is that Mr Lai mentioned that he held proxy voting forms and could utilise his votes to support Mr Lee at the impending AGM. Mr Lai asked if Mr Lee could overlook the requirement of URA approval to be submitted and to look no further into the required documents to be submitted to the defendant. Mr Lee however informed Mr Lai that the proper procedure set out in the Building Manual must be complied with strictly, and he would not accept any “favour trading”. Mr Lai in any case asked Ms Kelly for the Letter of Authorisation (“LOA”) for voting at the AGM, endorsed and handed it to Mr Lee. As noted by the defendant, neither Mr Lee nor Ms Kelly was cross-examined on this point and their evidence in this regard remained unassailed.

15 In this regard, I am therefore unable to accept the claimant’s version that Mr Lee had called Mr Lai on 16 December 2021 solely for the purpose of soliciting votes for the impending AGM in exchange for his approval of the claimant’s renovation works. More pertinently, the claimant’s version relies on Mr Lee having the sole decision-making power over granting the approval for the claimant’s renovation of the Unit. The claimant’s case is that Mr Lee granted the claimant approval for the renovation of the Unit in exchange for the LOA for the AGM. The claimant’s case however is dependent on Mr Lee having the authority to grant approval for the claimant’s renovation of the Unit. There is no evidence adduced by the claimant that Mr Lee had such authority, neither is it objectively reasonable that Mr Lee would ever have such authority to grant the approval on behalf of the defendant. I also note that the claimant did not plead any apparent or ostensible authority on the part of Mr Lee. I find therefore

⁹ DBD 445.

that in any event, there is no evidence that any representation by Mr Lee that the documents submitted by the claimant were sufficient for the renovation permit to be issued and that the claimant could start the renovations on 17 December 2021,¹⁰ would induce actual reliance on the part of the claimant. Further, I find that any purported reliance by the claimant on any such alleged representation by Mr Lee would in any case be unreasonable. In any event, I note that it is undisputed that Mr Lee stopped the claimant's renovation works on 21 December 2021 (as discussed below), *before* the AGM (which was scheduled for 30 December 2021). This put paid to the claimant's case that Mr Lee had granted approval to the claimant's renovation works in return for Mr Lai's proxy votes at the AGM. Mr Lee would have known that it was completely open to Mr Lai to revoke the LOA and the proxy votes in support of Mr Lee before the AGM after Mr Lee stopped the renovation works.

16 For completeness, I refer to the claimant's contention that the 7 December Documents included a cheque from the claimant dated 17 November 2021, being the security deposit required as a part of the renovation application and that the banking of this cheque by the defendant is equivalent to approval of his application. I find this contention to be outright without basis, and it is inexplicable how such an argument could be made. In any event I note that Ms Kelly testified at the trial that it was merely a standard protocol for her to issue a receipt upon receiving the cheque, and the cheque itself would be passed to the defendant's office to be banked.¹¹ She would not be kept aware of whether

¹⁰ Paras 18 & 19 of the statement of claim (amendment no 1); paras 5 & 6 of further and better particulars filed dated 24 June 2024; and para 5 of the reply and defence to counterclaim (amendment no 2).

¹¹ NE 2 March 2026 p 69 lines 21-27.

the cheque had cleared, and the purpose of issuing the receipt is to “prove that [the managing agent] received the cheque”.¹²

17 In my view, the approval and issuance of a renovation permit could not have been granted on 16 December 2021 in any event because the 7 December Documents lacked the endorsement of a PE; and they showed plans for a mezzanine, which would not be permitted under the Building Manual without the prior approval of the relevant competent authorities.¹³ In this regard, the defendant maintains that the claimant failed to comply with mandatory requirements under the Building Manual and the by-laws, including submission of complete and technically compliant documentation and approvals from relevant statutory authorities. It is plain that erection of a mezzanine floor is specifically prohibited without the approval of the relevant authorities.¹⁴

The claimant took no steps to obtain the requisite approvals after 21 December 2021

18 I turn next to the events of 21 December 2021. On that day, Mr Lee and Ms Kelly heard loud construction noises coming from the Unit. They were in the defendant’s office, which is located adjacent to the Unit. Mr Lee and Ms Kelly found the claimant’s contractors drilling and hacking at the Unit. They noted the following at the Unit:¹⁵

- (a) one of the walls was hacked, such that it presented a rectangular hole;

¹² NE 2 March 2026 p 88 lines 25-26.

¹³ DBD 442.

¹⁴ P 494, 497 of defendant’s bundle of documents.

¹⁵ SDB 31.

- (b) a rectangular plate was drilled into, and mounted onto, the wall opposite to the wall with the rectangular hole;
- (c) metal plates were drilled into the ground; and
- (d) industrial beams were on the floor, contrary to the standalone racking system that had been promised and assured to Mr Lee by Mr Lai on 16 December 2021.

19 It should be noted that it is not disputed by the claimant that the works conducted in the Unit on 21 December 2021 included “drilling holes on the ground to secure the metal framework”.¹⁶ In any event, the defendant’s expert, (“Mr Ng”), observed that there was: a) drilling and hacking work done in the Unit; b) hacking in a wall; c) bolting into the wall and floor slab; and d) steel hollow sections placed on the floor.

20 Mr Lee and Ms Kelly ordered the claimant’s contractors to stop work. It is undisputable that the claimant did not possess any renovation permit conferring authorisation as of 21 December 2021 to carry out renovation works at the Unit.¹⁷ The claimant’s contractors and workers had also failed to register themselves with the North Spring Bizhub security, prior to commencing work.¹⁸ This constituted a breach of the Building Manual clauses 7.17(a)(i) and 7.17(a)(ii).¹⁹

¹⁶ SDB 14.

¹⁷ SDB 31.

¹⁸ SDB 31.

¹⁹ DBD 450-451.

21 In this regard, the claimant appears to contend in the course of the cross-examination of Ms Kelly that the claimant's contractors entering the premises of North Spring Bizhub on 21 December 2021 would be tantamount to approval having been granted for the renovation works. This is plainly an untenable contention. At the outset I note that this contention is not pleaded by the claimant. Further, I fail to see how it can be said that just because a person is found in a premises it follows that permission has been granted for him to enter. The evidence shows that North Spring Bizhub has 453 units. It is hardly unusual if the security guards might not have verified the identities of every single person entering the premises. The onus is on contractors and sub-contractors to obtain the approval to enter the premises. Ms Kelly testified that the procedure was for renovation contractors to report to the defendant's office upon arriving at North Spring Bizhub premises. Ms Kelly would then take photos of their identity passes and send the photos to a group chat with the security guards. There is however no record of the claimant's renovation contractors doing so. This is perhaps unsurprising, given that no renovation permit had been issued to the claimant.

22 As regards the unauthorised renovation works at the Unit, it is seen that despite the claimant's assurance to the defendant that the works involved only standalone racking without drilling or hacking, the claimant commenced works 21 December 2021 which involved unauthorised drilling into the structural floor slab and walls, and the installation of industrial beams. These works were carried out without any approval, written or otherwise. I agree with the defendant that plainly the instruction to stop work issued by Mr Lee on 21 December 2021 was a lawful and reasonable step to enforce compliance with safety requirements, protect the structural integrity of the building, and ensure that all obligations under the Building Manual were met.

23 Following the events of 21 December 2021, Mr Richard Tang the managing agent of North Spring Bizhub (“Mr Tang”) met with Mr Lai on 22 December 2021. Mr Tang reiterated that renovation works cannot be carried out without permit; and that the documents submitted by the claimant were incorrect and inadequate. These included the approval from the Singapore Civil Defence Force (“SCDF”), a statutory requirement, carrying a wrong address. Mr Lai was told to submit rectified plans with the necessary approvals from SCDF and a PE.

24 In view of the claimant’s intended creation of a second floor in the Unit, Mr Lee advised the claimant to write to URA to obtain formal approval. If this was obtained, it would be likely that the claimant’s renovation application would be approved by the defendant.²⁰ The claimant however did not obtain such approval or waiver of the requirement from URA. Whilst the claimant had depicted emails between Mr Lai and URA as their official approval, it is clear that these emails comprised URA’s answers to the claimant’s general enquiries. Despite amending the documents submitted, the claimant did not take steps to obtain the requisite approval from URA. In this regard, Mr Ng the defendant’s expert is of the view that the unauthorised works on 21 December were consistent with “the process of building a mezzanine floor or platform”.²¹ In his opinion, the approvals necessary for the construction of a such a mezzanine floor or platform are as follows:²²

(a) Approval from SCDF in the form of:

(i) Building Plan.

²⁰ NE 3 March 2026 p 39 lines 12-13.

²¹ DBD 647.

²² DBD 648.

- (ii) Fire Protection submissions.
- (b) URA planning approval or waiver.
- (c) Building Construction Authority (“BCA”) submission.

25 He added that BCA would require the URA planning approval or waiver to be granted first, before proceeding to “process the structural submission for approval”. It is also noted in Mr Ng’s report that a submission to BCA would also be required for a standalone racking system, if: (a) the loading is high; and (b) the area exceeded 10 sq m (the requirement as of 2021).²³ In Mr Ng’s view, the claimant’s plans involved an area that exceeded 10 sq m. For completeness, I note that during the cross-examination of Mr Ong, the claimant’s expert, he testified that it was possible for a standalone racking system to also require approval from the authorities in certain scenarios. Although he disagreed that a submission to BCA would be required in the present case, he nevertheless testified that if he were the PE appointed at the material time, he would have consulted BCA if he was unsure.²⁴

26 As well for completeness, I turn to the claimant’s case in regard to alleged statements made to Mr Lai by Mr Tang. As noted above, the representation pleaded by the claimant is confined to that allegedly given by the chairperson of the defendant, Mr Lee on 16 December 2024 that the documents submitted by the claimant were sufficient for the renovation permit to be issued and that the claimant could start the renovations on 17 December 2021.²⁵ The

²³ NE 2 December 2025 p 32 lines 28–29.

²⁴ NE 2 December 2025 p 20 lines 17 – 25.

²⁵ Paras 18 & 19 of the statement of claim (amendment no 1); paras 5 & 6 of further and better particulars filed dated 24 June 2024; and para 5 of the reply and defence to counterclaim (amendment no 2).

claimant however appeared to expand its case on misrepresentation to alleged statements made by Mr Tang. In the course of the trial, the claimant makes much of the comments made by Mr Tang on WhatsApp in January 2022 that he saw no issues to hold back the renovation permit. The claimant contends that Mr Tang had told Mr Lai that he saw “no issue issuing the reno permit”.²⁶ The claimant’s case appears to be that Mr Tang (like Mr Lee) had the final say in whether the renovation permit would be issued.

27 As with the claimant’s case as regards Mr Lee, I find the claimant’s case of its reliance on Mr Tang’s alleged representation objectively unreasonable. There is no basis for the claimant to hold the belief that the managing agent has the authority to approve renovations on behalf of the defendant. Mr Tang’s comments plainly cannot constitute the renovation permit itself. In any event, Mr Tang made it clear in his testimony in court that he could only give the site staff of the defendant “advice or guideline”, and the staff “consult [him] for whatever issue or problem they are not sure”.²⁷ Tang stated clearly his comments to Mr Lai were not the approval. According to Tang, the permit was never issued as several matters were not in order. These included the plans that involved a mezzanine floor and the drilling of holes.²⁸ Mr Tang made it clear as well that the reply from URA that the claimant purports to be an approval from URA was not approval of the claimant’s proposed plans. It was a reply on the general policy on installing racking systems in industrial buildings. Mr Tang reiterated in court that the site staff did not grant the requisite approval because the plans showed “drilling of holes” and the creation of “a second floor” or “one more floor”. This was described by Mr Tang as “worse than mezzanine

²⁶ NE 3 March 2026 p 32 lines 17-19.

²⁷ NE 3 March 2026 p 32 lines 27-31.

²⁸ P 110 of bundle of affidavits.

[floor]”²⁹ and that the site staff had “good reason not to issue [the] renovation permit”.³⁰

28 There is therefore no evidence of misrepresentation of fact made by the defendant. The claimants’ claim in misrepresentation must fail. Further, it is seen above that the claimant took no steps to obtain the requisite approvals after 21 December 2021. There is no reason for the defendant to issue any permit for fitting out works to the claimant. I agree with the defendant that the delays and any alleged losses were self-inflicted by the claimant through its premature actions and non-compliance; and not attributable to the defendant.

29 As regards the claimant’s claim in negligence, the claimant contends that the defendant has neglected to process its application for a renovation permit after the renovation works were stopped by the defendant on 21 December 2021. The claimant’s case in regard to the breach of duty appears to be essentially that the defendant failed to grant the permit for fitting out works.³¹ But it follows from my analysis above that there is no valid reason for the defendant to issue any permit for fitting out works to the claimant. The claim in negligence fails as well.

No basis for a claim in breach of statutory duty

30 In regard to the claimant’s pleaded claim for breach of statutory duty on the part of the defendant, it appears in the pleadings that the claimant is relying on s 88(1) of the BSMA.³² It also appears that it is relying on s 29(2)(b) which

²⁹ NE 3 March 2026 p 33 line 4.

³⁰ NE 3 March 2026 p 36 line 2.

³¹ Para 40(d) of the statement of claim (amendment no 1).

³² Paras 35-37 of statement of claim (amendment no 1).

states that the management corporation may do all things reasonably necessary for the performance of its duties for the enforcement of the by-laws. The claimant in turn refers to various parts of the Building Manual and suggests that the defendant is to issue a renovation permit upon the satisfaction by the claimant of these parts of the Building Manual. In the course of the trial, the claimant's counsel decided to abandon the claim for breach of statutory duty. For completeness however, I will briefly discuss why any such claim is doomed to fail in any event.

31 Section 88(1) of the BSMA states as follows:

Breaches of this Part

88.—(1) If a management corporation or subsidiary management corporation commits a breach of any provision of this Part, or makes default in complying with any requirement of, or duty imposed on it by, any provision of this Part, a subsidiary proprietor or mortgagee in possession or occupier of a lot is entitled to apply to the court —

(a) for an order to restrain the breach of any such provision by; or

(b) to recover damages for any loss or injury to the subsidiary proprietor, mortgagee in possession, or occupier or property arising out of the breach of any such provision from, the management corporation or subsidiary management corporation, as the case may be.

...

32 Section 88(1) allows a subsidiary proprietor to apply to court to recover damages for any loss or injury resulting from the failure of a management corporation in complying with any duty imposed on it by the BSMA. The duties that the defendant contends the claimant has failed to comply with are those under s 29(2)(b). Section 29(2)(b) states as follows:

Duties and powers of management corporation in respect of property

29

...

(2) Except as otherwise provided in subsection (3), a management corporation may —

...

(b) do all things reasonably necessary for the performance of its duties under this Part and for the enforcement of the by-laws.

33 The claimant suggests that the defendant has an obligation to issue a renovation permit upon the satisfaction by the claimant of the relevant parts of the Building Manual. However, it is unclear to me on what basis the claimant is asserting such an obligation on the part of the defendant. The claimant has not shown how the Building Manual imposes any such obligation on the defendant in this regard. Furthermore, it is unclear to me how s 29(2)(b) assists the claimant in its case. The section states that the management corporation may do all things reasonably necessary for the performance of its duties for the enforcement of the by-laws. The claimant has not shown in what way this translates into an obligation on the defendant to issue a renovation permit. There is therefore no basis for a claim in breach of statutory duty against the defendant.

There is no evidence that the claimant has suffered any damage

34 I have made the finding that there was no misrepresentation, as no false representation of fact were made. The claimant has failed to fulfill the first element of the tort of misrepresentation. There is accordingly no necessity for me to consider the other elements. For completeness however, I turn to the question of damage suffered by the claimant. For an action in misrepresentation to succeed, the representee must have suffered damage by acting on the alleged

misrepresentation. It is an element of the tort of misrepresentation, which is not actionable *per se*. In this regard, the claimant has failed in any event to show that it has suffered any damage by acting on the alleged representation. Whilst there is no requirement in law for losses to be realised before they are recognised as damage suffered, there must be evidence of actual damage. In this regard, the claimant has not shown that it has suffered any such damage. The claimant has claimed for loss of profits and special damages of \$15,389.90. However, there is no evidence proffered for any such loss of profits or damages suffered by the claimant.

The claimant is in breach of the by-laws of North Spring Bizhub and has caused damage to the unit.

35 I turn finally to the counterclaim. The defendant's case is that by carrying out the unauthorised works on 21 December 2021, the claimant is in breach of the by-laws of North Spring Bizhub and has also caused damage to the Unit. I have made the finding above that unauthorised works have taken place. I therefore hold that the claimant is liable to the defendant for any damage caused to the Unit.

36 The defendant's further case is that the claimant's tenant, one Foam Lab Sg Pte Ltd (the "Tenant") had conducted fitting out works without authorisation or approval. In February 2022, the Tenant installed a round fixture on an external wall. On 26 May 2022, the Tenant conducted renovation works without authorisation. The defendant relies on para 5 of the Second Schedule of the Building Maintenance (Strata Management) Regulations 2005 which states as follows:

Alteration or damage to common property

5.—(1) A subsidiary proprietor or an occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise

damage or deface, any structure that forms part of the common property except with the prior written approval of the management corporation.

37 It is seen that the regulation imposes obligations on both the subsidiary proprietor and the occupier of a unit not to undertake any works that would affect any structure that forms the common property, without the prior written approval of the management corporation. In the present case, I note that it is not disputed that the Tenant had carried out unauthorised works that damaged the common property. The claimant is therefore liable to make good any damage caused by the Tenant's unauthorised works and to indemnify the defendant in respect of any resultant costs and expenses.

38 In view of the foregoing, I find that the liability of the claimant for the counterclaim is made out. As the trial before me is bifurcated, I will determine the quantum of rectification costs payable by the claimant at the assessment of damages stage.

Conclusion

39 In the premises of all of the above, I find that the claimant has failed to prove its claim against the defendant on the balance of probabilities. The claim is accordingly dismissed.

40 As for costs, it follows the event and the claimant is to pay the costs of the claim. As regards the quantum of costs, the claimant is to pay the defendant the sum of \$46,000 (plus GST if any) all in. The costs order takes into consideration, among others, the following:

- (a) The costs are on a standard basis.
- (b) The nature of the claim.

- (c) The time and work expended by counsel.
- (d) The expert evidence expenses.
- (e) The costs range in Appendix H of the State Courts Practice Directions 2021, at Pt IIIA, for tort claims being a) Pre-Trial: \$9,000 - \$30,000; b) Trial (daily tariff): \$2,500 - \$6,000; and c) Post-trial work: up to \$8,000.
- (f) The breakdown of costs awarded is as follows: a) Pre-Trial: \$18,000; b) Trial: \$16,000 and c) Post-trial work: \$6,000.
- (g) Disbursements payable by the claimant is fixed at \$6,000.

41 As for the counterclaim, the defendant has proved its case, and I order interlocutory judgment for the counterclaim with damages to be assessed. I will reserve the question of costs and interest in respect of the counterclaim to the assessment of damages. The defendant is to file a summons for directions in respect of the assessment of damages for the counterclaim within 21 days of the date of this judgment.

Chiah Kok Khun
District Judge

Tan Tiong Gee Andrew and Manickam Kasturibai (Andrew Tan
Tiong Gee & Co) for the claimant;
Kawal Pal Singh s/o Amarjit Singh and Adrienne Grace Milton (Tito
Isaac & Co LLP) for the defendant.