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DISTRICT JUDGE
SIM MEI LING
13 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 23

District Court Originating Claim No 1382 of 2023

Between

Miracle Design Studio Pte Ltd

… *Claimant*

And

1. Chai Poh Zheng
2. Chai Yeong
3. CCT Audio Visual Pte Ltd

… *Defendants*

JUDGMENT

[Building and Construction Law] — [Damages] — [Defects and delay in completion]
[Building and Construction Law] — [Damages] — [Incomplete work]
[Contract] — [Formation] — [Acceptance]
[Contract] — [Privity of contract] — [Contacts (Rights of Third Parties) Act)]

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Miracle Design Studio Pte Ltd
v
Chai Poh Zheng and 2 others

[2026] SGDC 23

District Court Originating Claim No 1382 of 2023
District Judge Sim Mei Ling
6 December 2024, 19-20 February 2025, 3 March 2025, 5-7 March 2025, 10 March 2025, 13 and 15 August 2025, 10 December 2025

13 January 2026 Judgment reserved.

District Judge Sim Mei Ling:

Introduction

1 This is a dispute over renovation works which the claimant carried out on a property owned by the 1st defendant (the "Property").

2 The 2nd defendant is the 1st defendant's father. He is the sole director and shareholder of the 3rd defendant, a company that distributes TV and video equipment.[1]

[1] Bundle of Documents Volume 1 ("1 BOD") 11-13.

3 The claimant commenced these proceedings against all 3 defendants for the balance payment allegedly due for the renovation works.

4 The defendants alleged that the 3rd defendant had to incur costs to rectify alleged defects, and the 1st defendant suffered loss of use and enjoyment of the Property due to delays in the works.

5 After reviewing the evidence and parties' submissions, I dismiss the claim against the 1st and 2nd defendants. As against the 3rd defendant, after setting off the 3rd defendant's counterclaim for rectification works against the claim which I allow in part, the claimant is to pay the 3rd defendant $123,540.40. My reasons are as follows.

Brief facts

6 In or around early April 2022, the 2nd defendant had discussions with the claimant's director, Mr Chui Wan Cheng ("Mr Chui"), on carrying out works to the Property.

7 On 12 April 2022, Mr Chui recorded and sent a video message to the 2nd defendant (the "Video Message").[2] This provided for a budget of $310,000 and $320,000 for the project.

8 On 18 April 2022, the claimant issued a document on its letterhead and addressed to the 3rd defendant titled "RE: Contract" (the "18 April 2022 Document").[3] The project address is stated to be the registered address of the 3rd defendant rather than the Property. However, it is not disputed however that this

[2] Defence and Counterclaim ("DCC"), [10]; 1 BOD 80 - 82.

[3] 1 BOD 39 – 40.

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document was meant to be in respect of the Property. The document was for "project management fees" for January, February, March and April 2022, at $25,000 per month, totalling $100,000 (before GST). This was not signed by the claimant or any of the defendants.

9 The claimant issued its first invoice dated 20 April 2022 to the 3rd defendant, for the same sum of $100,000 (before GST).[4] The 3rd defendant paid this on 27 April 2022.

10 The claimant commenced works on the Property on 21 September 2022.[5] The completion date was to be 21 January 2023, being 4 months after commencement of work.[6]

11 The 2nd defendant appointed 2 individuals to oversee the project, Mr Wong Kok Leong ("Mr Wong KL") and, from around May 2023, Mr Wong Tze Kien ("Mr Wong TK"). The 2nd defendant said he appointed them in his capacity as director and representative of the 3rd defendant.[7]

12 In or around early October 2022, Mr Chui told the 2nd defendant that the claimant required $50,000 to order materials.[8] The claimant therefore issued a second invoice dated 5 October 2022 to the 3rd defendant for $50,000 (before GST).[9] The 3rd defendant paid this on 10 October 2022.

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[4] The 2nd defendant's affidavit of evidence-in-chief ("AEIC"), [15].

[5] Mr Chui's AEIC, [56]; the 2nd defendant's AEIC, [24].

[6] Mr Chui's AEIC, [54], [56].

[7] The 2nd defendant's AEIC, [8] – [9].

[8] DCC, [16].

[9] The 2nd defendant's AEIC, [20].

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13 On 18 November 2022, the claimant issued a quotation addressed to "Mr Chai" (the "1st Quotation") for a sum of $275,692 (before GST).[10] This was not signed by the claimant or any of the defendants.

14 In or around January 2023, the 2nd defendant asked if the claimant was collecting any payment. The 2nd defendant said he offered to pay $100,000 as it was still within budget.[11] The claimant therefore issued a third invoice to the 3rd defendant for $100,000 (before GST). While the third invoice was dated 5 October 2022, according to the 2nd defendant, he only received it in or around January 2023.[12] The 3rd defendant paid this on 7 February 2023.

15 On 20 February 2023, the claimant issued another quotation to "Mr Chai" (the "2nd Quotation")[13]. This was for a sum of $387,384.00 (before GST). This was not signed by the claimant or any of the defendants.

16 A temporary occupation permit ("TOP") was obtained for the Property on or around 17 May 2023.[14]

17 On 24 May 2023, the claimant issued another quotation to Mr Chai (the "3rd Quotation")[15]. This was for a sum of $499,014.40 (before GST). This was not signed by the claimant or any of the defendants.

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[10] 1 BOD 17 – 26.

[11] DCC, [17].

[12] The 2nd defendant's AEIC, [22].

[13] 1 BOD 27 – 32.

[14] Mr Wong KL's AEIC, [72]; Mr Chui's AEIC, [90(h)].

[15] 1 BOD 33 – 38.

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18 There were various disputes between the parties regarding alleged delays and defects. On 18 August 2023, the defendants' solicitors put the claimant on notice that the 3rd defendant had decided to terminate the agreement as it has lost all confidence in the claimant's ability to complete the works. They informed the claimant that it should no longer enter the Property, failing which it will be liable for trespass.[16]

19 The defendants engaged a quantity surveyor, Ng 3 Consultants Pte Ltd ("Ng 3"), to conduct an inspection, work quantification and cost estimation for defect rectification works at the Property. Ng 3 inspected the Property on 8 September 2023.[17]

20 The claimant was allowed to enter the Property on 19 September 2023 to retrieve its goods and equipment.[18]

21 The claimant commenced these proceedings on 20 September 2023.

22 On 10 October 2023, the defendants' solicitors informed the claimant's solicitors that the defendants would be relying on Ng 3's report and asked if the claimant would be appointing its own expert to inspect the site.[19] A copy of the report was provided on 11 October 2023. [20]

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[16] Mr Wong TK's AEIC, pp 94 – 97.

[17] Certified Transcripts ("CT"), 15 August 2023, 31:21 – 29.

[18] CT, 13 August 2025, 25:2 – 4.

[19] Mr Wong TK's AEIC, [35], p 478.

[20] Mr Wong TK's AEIC, p 480.

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23 On 16 October 2023, the claimant's solicitors informed the defendants' solicitors that it was not engaging an expert as it could not enter the site since 18 August 2023.[21]

24 Hence, on 16 October 2023, the defendants' solicitors said that the defendants would proceed to clear the outstanding works and defects.[22] The defendants eventually engaged InteriorTech Pte Ltd ("Livspace") to complete the outstanding works and clear the defects, for $270,497.86. Livspace commenced work on the Property on 13 December 2023.[23]

The parties' cases

The contracting parties

25 While it is not disputed that the claimant had been engaged to perform renovation works on the Property, parties disagreed on who contracted with the claimant, and the terms of the agreement.

26 It was not entirely clear from the claimant's pleadings who the alleged contract was with. The claimant had pleaded that the 1st Quotation was entered into between the claimant and the 2nd defendant.[24] However, the rest of the statement of claim referred to the "defendants" collectively.

27 In Mr Chui's affidavit of evidence-in-chief ("AEIC"), he repeated that the claimant and the 2nd defendant had entered into an agreement evidenced by

[21] Mr Wong TK's AEIC, [37], pp 483-484.

[22] Mr Wong TK's AEIC, [38], p 485.

[23] Mr Ong's AEIC, [7].

[24] Statement of Claim ("SOC"), [3].

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the 1st Quotation.[25] However, elsewhere in his AEIC, he stated that the 1st defendant appointed the 3rd defendant to carry out project management of the renovation, and that "[the 3rd defendant] in turn engaged the claimant".[26] He further stated that "at all material times and in his communications with the claimant, the 2nd defendant…was acting in his capacity as director and representative of [the 3rd defendant].[27] Mr Chui also stated that the 2nd defendant had agreed to the completion date of 4 months after commencement of works "on behalf of [the 3rd defendant]."[28]

28 At the start of trial, the claimant's then-instructed counsel had informed the court that the claimant's case was that it had contracted with all 3 defendants.[29]

29 However, on the stand, Mr Chui conceded that the claimant did not contract with the 1st defendant. They had only met once before the commencement of the renovation, and the claimant thereafter did not have any discussions with the 1st defendant on the works.[30] However, he said that the claimant commenced the proceedings against the 1st defendant because he was the owner of the Property[31], and had to sign submission and application documents.[32]

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[25] Mr Chui's AEIC, [7].

[26] Mr Chui's AEIC, [49]

[27] Mr Chui's AEIC, [49]

[28] Mr Chui's AEIC, [54].

[29] CT, 6 December 2024, 5:10 – 20.

[30] CT, 6 December 2024, 14:24 – 15:25.

[31] CT, 6 December 2024, 15: 1 – 3.

[32] CT, 6 December 2024, 16:11 – 23.

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30 Mr Chui also took the position that the contract was with the 2nd defendant, not the 3rd defendant.[33] At the same time, he said that the claimant added the 3rd defendant because he had been informed after commencing the works to "place this contract name to be under [the 3rd defendant]"[34].

31 In closing submissions, it appears that the claimant is no longer proceeding against the 1st and 3rd defendants. It instead submitted that its contract was with the 2nd defendant only.[35]

32 The defendants, however, said that it was the 3rd defendant which engaged the claimant to carry out the renovation works.

The terms of the agreement

33 As for the terms of the agreement, the claimant's case is that these were initially contained in the 1st Quotation, subsequently the 2nd Quotation, and finally superseded by the 3rd Quotation[36]. The 1st Quotation, 2nd Quotation and 3rd Quotation are collectively referred to as the "Quotations".

34 The claimant commenced these proceedings for the balance left unpaid under the 3rd Quotation.

35 The defendants however argued that they did not agree to the Quotations.[37] The 2nd defendant said that in or around early April 2022, he had

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[33] CT, 6 December 2024, 25:18 - 26:16; 28:10 – 13.

[34] CT, 6 December 2024, 16:11 – 30.

[35] See in particular, the claimant's closing submissions ("CCS"), [52]; see also the claimant's reply closing submissions, [10].

[36] CCS, [56] – [67].

[37] DCC, [19], [26].

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discussions with Mr Chui about the budget and scope of works, and the 3rd defendant gave a budget of $800,000 to complete the works. The claimant accepted the employment.[38]

36 The defendants pleaded that the terms of the agreement between the claimant and the 3rd defendant were contained in the Video Message (the "Video Message Agreement")[39], which were as follows:[40]

(a) The project would be completed in two phases – the first phase was building works ("Phase 1 works"), while the second phase was interior works ("Phase 2 works").

(b) The budget for the professional engineer and architect fees for preparation, drawing plans, design, topographical survey fee and submission to the relevant authorities for approval was between $50,000 to $60,000.

(c) The budget for the first phase of building works which include works at the front balcony, second floor and fourth floor, was between $150,000 to $180,000. Building work cost would only increase if there was a need for piling works, in which case there would be additional cost of $100,000 to $200,000.

(d) The budget for the second phase for interior works was between $80,000 to $100,000. If no roof works were required, costs could be kept at the budget of $80,000.

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[38] The 2nd defendant's AEIC, [11].

[39] DCC, [10]; 1 BOD 80 - 82.

[40] DCC, [10]; The 2nd defendant's AEIC, [13].

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(e) As the project progressed, the scope of work to be carried out by the claimant would be agreed upon between parties, depending on site constraints and approval from the relevant authorities.

(f) The total cost of the project would not exceed a budget of between $310,000 and $320,000.

37 The claimant admitted to the existence of the Video Message[41]. Even though the claimant's then-instructed solicitor had taken the position that Phase 1 works referred to works completed prior to TOP and Phase 2 works referred to works after TOP[42], the claimant accepted in closing submissions that the transcripts of the Video Message "generally bear out" the terms pleaded by the defendant. [43]

38 On the stand, Mr Chui confirmed that there was an agreement reached in April 2022, save that there will be additional costs if there were additional works, alterations, or changes of materials as the work progressed.[44]

39 The claimant's case appears to be that while parties had reached an agreement in April 2022, the sums of $310,000 - $320,000 in the Video Message Agreement were only estimates, and not a cap on total costs. The amounts could increase as the work progressed, and more details worked out. [45]

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[41] Defence to Counterclaim at [30] – [31]; CT, 6 December 2024, 33:22 – 34:4.

[42] CT, 10 March 2025, 16:7- 26.

[43] CCS, [56].

[44] Mr Chui's AEIC, [53.2] CT, 6 December 2024, 34:7 – 19.

[45] CCS, [55] – [67].

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40 The defendants also accepted that the Video Message Agreement was limited to the general budgetary framework and the division of the project into two phases of work.[46] The 2nd defendant accepted that there could be a variation order that would increase the total costs.[47]

41 Hence the only remaining contention is whether the parties subsequently reached a final agreement on the prices set out in the Quotations.

42 Even though none of the Quotations were signed, the claimant argued that the 2nd defendant had agreed to them because Mr Wong KL and Mr Wong TK allegedly did not register any disagreement, and instead continued to make payment to the claimant and to instruct the claimant on the works.

43 Mr Wong KL and/or Mr Wong TK accepted that they received the Quotations from Mr Chui, but said they had informed Mr Chui of their concerns with the Quotations. The 2nd defendant was aware that the claimant had provided quotations but said that he was not involved.[48] Mr Wong KL had informed the 2nd defendant that the amounts quoted was too high, and that he would have further discussions with Mr Chui and only show the 2nd defendant the quotation when it was finalised.[49]

The quantum of the claim

44 The claimant had pleaded that the balance outstanding was $248,945.41.

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[46] The defendants' closing submissions, [48].

[47] CT, 13 August 2025, 4 :26 – 32.

[48] CT, 10 March 2025, 24:8 – 19.

[49] The 2nd defendant's AEIC, [30].

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45 It is worth noting that the claimant has changed the quantum of its claim during proceedings.

46 On the first day of trial, I queried whether the pleaded sum of $248,945.41 was correct. The 3rd Quotation was for $533,945.41 (including 7% GST).[50] After deducting $267,500 which the 3rd defendant paid in total[51], the balance amount allegedly owing should be $266,445.41, which would exceed the District Court's jurisdiction.

47 The claimant's then-instructing counsel could not explain the amount, but confirmed that his client was prepared to abandon any sum in excess of the District Court's jurisdiction. It was on this basis that I proceed to hear the trial.

48 On the stand, Mr Chui said that the claimant had adjusted the figure downwards to bring it within the District Court's jurisdiction, but could not explain how it had arrived at $248,945.41.[52]

49 In closing submissions, the claimant submitted that there were calculation errors arising from the GST component of the claim, and confirmed that the total balance should be $266,445.41.[53] However the claimant maintained that it would abandon any excess, and confined its claim to

[50] SOC, [12].

[51] SOC, [13] – [15].

[52] CT, 6 December 2024, 57:6 – 58:7.

[53] CCS, [10] – [11]. Note that even in closing submissions, there is a typographical / calculation error at [10(a)]. However, based on the breakdown provided, the amount should come up to $266,445.41.

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$249,014.40, being sum due under the 3rd Quotation less the amount paid (excluding GST).[54]

50 The defendants objected on the basis that there was no application to amend the statement of claim, and no evidence from the claimant that the discrepancy in figures indeed arose due to a miscalculation of the GST component.

51 While I agree that for good order, the claimant ought to have taken out an application to amend the figures in its statement of claim to align with its calculations, it has not changed its case that parties had agreed to the 3rd Quotation. The claimant has also explained how it arrived at the sum of $249,014.40.

52 In any case, in the claimant's reply submissions, it admitted that it did not complete certain works for which it had quoted $31,460, and thus reduced its claim further to $217,554.44. The claimant did not call any expert witness.

53 The defendants relied on Ng 3's valuation of the work done based on market rates, which was $364,459.60 (of which it had paid $250,000, excluding GST).

54 The 3rd defendant has however sought to offset its counterclaim for rectification costs against the sum claimed by the claimant.[55]

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[54] While the claimant had stated this as $249,014.44, it is clear from the mathematical breakdown provided at [10(a)] that this is a typographical / mathematical error, and $499,014.40 - $250,000 should be $249,014.40, not $249,014.44.

[55] DCC, [9].

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The claimant's alleged repudiatory breach

55 The defendants pleaded that the following terms were implied[56]:

(a) That the said work and labour should be done well and efficiently and with skill and care and in a proper and workmanlike manner;

(b) That the said materials should be good and suitable and should be properly and well and skilfully applied and used;

(c) That the said work and labour should be done and completed and the said materials supplied within a reasonable time;

(d) That as to part of the said work and labour and materials which forms the first phase of building works, the same should be done and supplied in accordance with the terms set out for a sum between $150,000 to $180,000;

(e) That as to part of the said work and labour and materials which forms the second phase of interior works, the same should be done and supplied in accordance with the terms set out for a sum between $80,000 to $150,000; and

(f) Any further cost incurred would be agreed upon between parties, and if there is no such agreement, the 3rd defendant may hire other contactors to carry out the further work.

56 The defendants pleaded that in breach of the above terms[57]:

[56] DCC, [11].

[57] DCC, [43].

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(a) The said work and labour was done badly and inefficiently and without skill and care and in an improper and unworkmanlike manner;

(b) The said materials were bad and unsuitable and were applied and used improperly, badly and unskilfully;

(c) The said work, labour and materials, so far as the same were done and supplied at all, were not done or supplied within a reasonable time;

(d) The part of the work, labour and materials agreed for the first phase of building works, to be done for a sum of between $150,000 to $180,000, was in the respects above-mentioned not done in accordance with the said terms, and much of the work, labour and materials which the claimant agreed to do and for which it now seeks to charge, were not done or supplied at all;

(e) That part of the work, labour and materials which forms the second phase of interior works, to be done for a sum between $80,000 to $150,000, was not done at all.

57 In support, they highlighted several occasions where the 2nd defendant had expressed dissatisfaction with the delay, poor work quality, lack of organisation and planning and inefficiency, by way of messages and photos to the claimant. They alleged that Mr Chui had, in response, acknowledged the claimant's fault on various occasions and promised to make good the works.[58]

58 The 3rd defendant said that it consequently lost confidence in the claimant's ability to handle the project and perform the contract, and the

[58] DCC, [35], The 2nd defendant's AEIC, [32] – [34], Mr Wong KL's AEIC, [14] – [100].

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claimant thereby committed a repudiatory breach.[59] It therefore terminated the contract on 18 August 2023.[60]

59 In its Defence to Counterclaim, the claimant denied that it was in repudiatory breach. It asserted that it was the defendants who caused the delays, and the 2nd defendant that nitpicked on the slightest details.[61]

60 On the stand, Mr Chui accepted that a renovation contractor should do the works well, efficiently, with skill and care and in a proper and workmanlike manner. He also agreed that the materials used should be good and suitable and should be properly and well and skilfully applied and used.[62]

61 However, the claimant did not, in its closing submissions and reply submissions, address the issue of repudiatory breach or assert that the defendants had wrongfully terminated the agreement on 18 August 2023.

62 I therefore take it that the claimant is no longer contesting the defendants' claim that the claimant was in repudiatory breach.

The counterclaim for rectification costs

63 The defendants pleaded that because of the claimant's repudiatory breach, the 1st and/or 3rd defendants had and will have to do and supply much of the said work, labour and materials, and have incurred and/or will incur much expenses, delay, loss and loss of use. It also asserted that the 3rd defendant suffered loss of potential rental income.

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[59] DCC, [6], [45].

[60] Mr Wong TK's AEIC, pp 94 – 97.

[61] DCC, e.g. [27.2], [27.3], [39] – [40], [42] – [58], [71], Mr Chui's AEIC, [51] – [65].

[62] CT, 19 February 2025, 13: 19 – 26.

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64 While the defendants eventually engaged Livspace to complete the outstanding works and clear the alleged defects for $270,497.86, they are not claiming the actual sum paid to Livspace.[63]

65 Instead, they are claiming $238,000, being Ng 3's assessment of reasonable rectification costs; alternatively, damages to be assessed.[64]

66 In closing submissions however, the defendants have clarified that it is the 3rd defendant as the contracting party that is seeking to offset the rectification costs against the claim.[65] Whereas the 1st defendant's counterclaim is for loss of rental and/or loss of use as a result in the delay in obtaining TOP, quantified at $8,000 for a period of 4 months.[66]

67 The claimant denied that the defendants were entitled to rectification costs or damages for loss of rental and/or loss of use.

The issues before the court

68 In the circumstances, given that the claimant has not asserted any cause of action against the 1st defendant or explained the basis for seeking reliefs against the 1st defendant, I dismiss the claim against the 1st defendant entirely.

69 The only live issues before the court are as follows:

(a) Did the 2nd or 3rd defendant contract with the claimant?

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[63] CT, 6 December 2024, 5:22 – 6:6.

[64] DCC, [46], [86], [87].

[65] The defendants' closing submissions, [332]

[66] The defendants' closing submissions, [330].

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(b) Are the terms of the agreement contained in the Quotations or the Video Message?

(c) What amount is the claimant entitled to for works done on the Property?

(d) Is the 3rd defendant entitled to rectification costs, and if so how much?

(e) Is the 1st defendant entitled to damages for loss of rental and/or use, and if so, how much?

Did the claimant contract with the 2nd or 3rd defendant?

70 By the claimant's latest case that the contract was with the 2nd defendant only, its action against the 3rd defendant ought to be dismissed. This is because it no longer asserted any cause of action against the 3rd defendant.

71 However, as the defendants have asserted that the contract was between the claimant and the 3rd defendant, I now consider whether the claimant contracted with the 2nd or 3rd defendant. Related to this, is whether the agreement was contained in the Video Message or the Quotations.

Relevance of the 2nd defendant being the ultimate beneficial owner / final payor

72 The claimant argued that the 2nd defendant was the contracting party because he was the true beneficial owner of the Property. It relied on the 2nd defendant's admissions that he had control over all matters concerning the Property.[67] The claimant also argued that the 2nd defendant was only using the

[67] CT, 7 March 2025, 41:5 – 17.

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3rd defendant as a conduit for payment[68], relying on the 2nd defendant's evidence that the monies from the 3rd defendant for the project were a director's loan.[69]

73 The claimant submitted that the 2nd defendant had only purchased the Property in the 1st defendant's name to get around restrictions in the Residential Property Act that prevented him, a Malaysian, from registering it in his own name. This assertion was not put to the 2nd defendant in cross-examination and only raised at closing submissions. In any case, it was the 2nd defendant's evidence (which was not challenged under cross-examination) that he registered the Property in the 1st defendant's name because he and his wife owned a HDB flat.[70]

74 Regardless, the identity of the Property's beneficial owner or the final payor are not determinative of the party who contracted with the claimant.

Alleged lack of commercial rationale for the 3rd defendant's involvement

75 The claimant also argued that it did not make business sense for the 3rd defendant to be a contracting party because it was involved in the audio-visual equipment industry and did not do any work in the construction or renovation industry.[71] The 2nd defendant disagreed that the project did not benefit the 3rd defendant.[72]

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[68] CCS, [27] – [28].

[69] CT, 7 March 2025, 64:7 – 16.

[70] The 2nd defendant's AEIC, [6].

[71] CCS, [19] – [24].

[72] CT, 7 March 2025, 64:17 – 20.

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76 The question is the party who contracted with the claimant. This is separate from whether project management of the Property's renovation was within the 3rd defendant's ordinary business activities.

Involvement of Mr Wong KL and Mr Wong TK

77 Mr Wong KL and Mr Wong TK said they were representatives of the 3rd defendant.[73] The 2nd defendant said he appointed them in his capacity as director and representative of the 3rd defendant.[74]

78 The claimant submitted that their involvement was equivocal because they were not employees of the 3rd defendant but Xin Network, another of the 2nd defendant's companies.[75] It also relied on Mr Wong KL's evidence that he assisted the 2nd defendant in both office and personal matters.[76]

79 I agree that Mr Wong KL and Mr Wong TK could very well have been assisting the 2nd defendant in his personal matters. It is not possible to decide based solely on their involvement, that this points to the 3rd defendant being a contracting party.

80 Nevertheless, for the reasons below, on the evidence on a whole, I find that the claimant had contracted with the 3rd defendant and not the 2nd defendant.

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[73] Mr Wong KL's AEIC, [1]; Mr Wong TK's AEIC, [1], [5].

[74] The 2nd defendant's AEIC, [8] – [9].

[75] CT, 5 March 2025, 12: 3 – 32.

[76] CT, 5 March 2025, 13: 2 – 9.

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Consistency of parties' respective positions

81 As noted earlier, the claimant had taken inconsistent positions in these proceedings on whether the agreement was with the 2nd or 3rd defendant (see [26] – [31] above). The claimant's own action in commencing these proceedings against the 3rd defendant is inconsistent with its claim that there was no contract with the 3rd defendant.

82 The defendants' position has however been consistent.

83 The 2nd defendant and his wife decided that the 3rd defendant would manage the renovation of the Property, and it was the 3rd defendant that then engaged the claimant.[77] The 2nd defendant communicated with the claimant in his capacity as director and representative of the 3rd defendant.[78]

Relevance of the Quotations having been issued to "Mr Chai"

84 The Quotations were addressed to "Mr Chai" who was referred to as the "1st Owner". There was a portion to be countersigned by the "1st or 2nd Owners", but the "Client Name" is left empty. Mr Chui said that by "Mr Chai", he intended to refer to the 2nd defendant.[79]

85 The defendants submit that the references to "Mr Chai" are ambiguous and therefore insufficient to identify the contracting party, as it could also refer to the 1st defendant.

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[77] The 2nd defendant's AEIC, [7].

[78] The 2nd defendant's AEIC, [8].

[79] CT, 6 December 2024, 27:27 – 28: 9.

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86 In any event, none of the Quotations were signed by any of the defendants or the claimant itself. Further, as I will come to shortly, even though the claimant had issued the Quotations to "Mr Chai", the claimant had also issued 4 other documents during this period, which it addressed to the 3rd defendant.

The claimant addressed the 18 April 2022 Document to the 3rd defendant

87 Before the claimant issued the 1st Quotation to "Mr Chai", it had issued the 18 April 2022 Document addressed to the 3rd defendant.

88 The signing portion of the 18 April 2022 Document referred to the "1st or 2nd owners:…Client Name: [the 3rd defendant]."[80]

89 Mr Chui said that he had merely prepared the 18 April 2022 Document in accordance with Mr Wong KL's instructions, including addressing it to the 3rd defendant, to receive funds that the claimant needed to make the necessary submissions.[81]

90 The defendants submitted that there is no evidence that Mr Wong KL gave such instructions to the claimant. However, the 2nd defendant and Mr Wong KL testified that the idea for the 18 April 2022 Document came from the 2nd defendant.

91 In particular, the 2nd defendant said that in or around April 2022, Mr Chui informed the 2nd defendant that the claimant required $50,000 to engage the engineer and architect. The 2nd defendant proposed to pay the claimant

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[80] 1 BOD 39 – 40.

[81] Mr Chui's AEIC, [46]; CT, 6 December 2024, 20:22 – 21:9; 21:23 - 22:2; 24:9 - 25:31; 29:5 -16; CT, 20 February 2025; 5:25 – 6:18.

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$100,000 instead since it was within the budget.[82] However, the quotation was not ready. As the 3rd defendant required a quotation before making payment, the 2nd defendant told Mr Chui to quote on project management first. He then gave instructions to Mr Wong KL on the contents to be included in the 18 April 2022 Document.[83]

92 It was also Mr Wong KL's evidence that the claimant needed funds to make submissions, and the 2nd defendant told Mr Chui to quote for project management fees so that payment could be arranged.[84]

93 Even though the idea for the 18 April 2022 Document came from the 2nd defendant, and even if it was the 2nd defendant and/or Mr Wong KL who specified that it be addressed to the 3rd defendant, Mr Chui agreed on the stand that he could have objected to it.[85] Insofar as the claimant has argued that it was "unreal and uncommercial" to expect the claimant not to have issued the document and insist that monies came from the 2nd defendant, there is no evidence, and it is not the claimant's case, that Mr Chui had even questioned the 2nd defendant or Mr Wong KL on why the 18 April 2022 Document had to be issued to the 3rd defendant or why the 3rd defendant was the one making the payment.

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[82] DCC, [14].

[83] CT, 7 March 2025, 53:1 – 54:29, 56:14 – 58:31.

[84] CT, 5 March 2025, 69:14 – 73:21.

[85] CT, 6 December 2024, 24:16 – 22.

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The claimant issued 3 tax invoices to the 3rd defendant

94 All 3 invoices dated 20 April 2022 and 5 October 2022 were addressed to the 3rd defendant.[86]

95 The claimant sought to rely instead on another set of invoices for the same amounts, which were addressed to "Mr Chai". The claimant said this referred to the 2nd defendant.[87]

96 I agree that that the defendants are not entitled to dispute the authenticity of the invoices addressed to Mr Chai. These had been exhibited to Mr Chui's AEIC and were included in the bundles of documents for trial. The claimant's then-instructing solicitors had at the start of trial informed the Court that the authenticity of the documents in the bundles of documents were not in dispute, which statement was not contradicted by the defendants' counsel.[88] It was also not put to Mr Chui that these documents were fabricated, as the defendants suggested in closing submissions.

97 However, it does not follow that the invoices addressed to "Mr Chai" had also been sent to the defendants or were the operative invoices.

98 The 2nd defendant said that the only versions he had were the invoices addressed to the 3rd defendant.[89] It was also Mr Wong KL's evidence that he did not receive the invoices addressed to "Mr Chai".[90]

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[86] 1 BOD 193, 194, 195.

[87] 1 BOD 66, 67, 68.

[88] CT, 6 December 2024, 1:25 – 31.

[89] CT, 7 March 2025, 49:12 – 53:16.

[90] CT, 5 March 2025 37:8 – 38:1; 40:1 – 42:5.

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99 Further, it was the 3rd defendant which made payments of the invoiced sums to the claimant, on 27 April 2022, 10 October 2022 and 7 February 2023. No payments were made by the 2nd defendant.

100 The claimant has not adduced any evidence to contradict the 2nd defendant's and Mr Wong KL's evidence. In fact, the claimant did not even explain how the invoices addressed to "Mr Chai" came about, and simply annexed them to Mr Chui's AEIC without elaboration.

101 Further, under cross-examination, Mr Chui confirmed that the claimant had issued to the 3rd defendant the 3 invoices that were addressed to it.[91] Mr Chui did not seek to rely on the invoices addressed to "Mr Chai". It was only when Mr Wong KL took the stand that the invoices addressed to "Mr Chai" were highlighted for the first time as the "correct" invoices.

102 Whatever the claimant's reasons were for creating the invoices addressed to "Mr Chai", I find that the only invoices the claimant sent were those addressed to the 3rd defendant.

Conclusion on the contracting parties

103 I therefore find that, on balance, in view of the totality of the evidence, the claimant contracted with the 3rd defendant, and not the 2nd defendant.

What was the operative agreement?

104 The parties disagreed on whether the claimant could have put up a quotation earlier and whether the amounts in the 1st to 3rd Quotations were justified.

[91] CT, 6 December 2024, 22:13 – 25:31.

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105 The claimant said that it put up the 1st Quotation only on 18 November 2022 because further changes to the works were being made.[92] The amounts quoted in the Quotations exceeded those in the Video Message Agreement as the defendants later requested additional works, an expanded area to be renovated, and changes to the quality of the materials.[93]

106 The defendants, on the other hand, argued that a base quote could have been provided[94], and the scope of works had been agreed in April/May 2022[95]. Any genuine additions were also limited in scope and quantum.[96] The amounts quoted by the claimant were excessive, and the defendants should not be responsible for the claimant's own mistakes or miscalculations.

107 Ultimately however, the question to be answered is whether objectively on the evidence, the parties eventually agreed on the prices set out in the Quotations, or whether the only effective agreement between the parties was the Video Message Agreement, which provided for a budget of $310,000 to $320,000.

108 For the reasons I will now come to, I find that the claimant has failed to prove that there was an agreement reached on any of the Quotations.

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[92] CT, 20 February 2025, 24:16 – 25:2.

[93] CT, 6 December 2024, 41:14 – 27; 50:8 – 51:11; CT, 20 February 2025, 8:1-23, 27:30 – 71:7.

[94] CT, 3 March 2025, 74:19 - 75:13.

[95] The defendants' closing submissions, [82] – [110].

[96] Annex A, the defendants' closing submissions, [112] – [123].

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Alleged improbability of the 2nd defendant relying only on a video message without documentation

109 The claimant submitted that the Video Message did not contain the parties' entire agreement, because it was inherently incredible that the 2nd defendant, an experienced businessman, would agree to renovate his house without any agreement in writing, especially when it was the first time he was collaborating with the claimant.

110 However, I do not find this to be a persuasive argument. The 2nd defendant was content to hand the Property over to the claimant to commence works on 21 September 2022[97], months before the 1st Quotation was even issued.

111 In any event, as of September 2022 when the claimant started work on the Property, there was the Video Message which evidenced parties' agreement on 12 April 2022, as well as the 18 April 2022 Document, which provided a basis for the claimant to start work.

The circumstances surrounding the Quotations

The 1st Quotation

112 Mr Chui had given the 1st Quotation to Mr Wong KL on 22 November 2022.[98]

113 Mr Wong KL said that he gave Mr Chui his comments on the 1st Quotation on the same day.[99] He told Mr Chui to revise the quote as the 2nd defendant would find the price too high. He also met Mr Chui on or around 1

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[97] Mr Chui's AEIC, [56]; the 2nd defendant's AEIC, [24].

[98] CT, 6 December 2024, 61:1-13; Mr Wong KL's AEIC, [23].

[99] Bundle of AEICs Volume 1 ("1 BA") 613, Mr Wong KL's AEIC pp 226 – 235.

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December 2022 and informed him that the quote was not feasible as the 3rd defendant wanted to work within its budget. [100] Mr Wong KL did not show the quote to the 2nd defendant.[101]

114 On the stand, Mr Wong KL said that he had chased Mr Chui a few times, but Mr Chui took a long time to come up with the second quote.[102]

115 Mr Wong KL was not challenged on his evidence that he had informed Mr Chui that the amounts in the 1st Quotation were too high.[103]

116 There could therefore not have been any agreement on the 1st Quotation given that the 3rd defendant had, through Mr Wong KL, conveyed its disagreement with the 1st Quotation.

The 2nd Quotation

117 There was WhatsApp correspondence showing that Mr Chui sent the 2nd Quotation to Mr Wong KL on 20 February 2023.[104] Mr Chui claimed that the defendants did not respond or raise any objections to the reasonableness of the 2nd Quotation.[105]

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[100] Mr Wong KL's AEIC, [23] – [24].

[101] DCC, [22]; Mr Wong KL's AEIC, [23].

[102] CT, 6 March 2025, 11:8 – 12:6.

[103] CT, 6 March 2025,11:8 – 12:23

[104] Mr Chui's AEIC, [61.1], [61.9A], pp 134 – 140.

[105] CT, 6 December 2024, 58:16 - 59:6.

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118 However, Mr Wong KL had replied that he had not yet reviewed it in detail but noticed that the total amount had increased significantly. Mr Chui told him to take his time, and that they could meet next week.[106]

119 According to Mr Wong KL, there was a meeting on or around 13 March 2023 as Mr Chui had invited him for a discussion on the quotation. Mr Wong KL informed him that the adjustments were still unsatisfactory, and that the 2nd defendant would reject it as it exceeded the budget in the Video Message Agreement. Mr Wong KL asked Mr Chui to revise it, and did not show the 2nd Quotation to the 2nd defendant.[107]

120 Even if I accept Mr Chui's version, mere silence, by itself, is insufficient to amount to an unequivocal acceptance of the 2nd Quotation. The 2nd Quotation was for a sum of $387,384.00 (before GST), whereas parties had only agreed to a budget of $310,000 to $320,000 pursuant to the Video Message Agreement.

The 3rd Quotation

121 According to Mr Wong KL and Mr Wong TK, there was a meeting on 22 May 2023 at the office of the builders, L& C Construction Engineering Pte Ltd, to discuss the outstanding works. Towards the end of the meeting, Mr Chui had attempted to give them a draft quotation, but they informed Mr Chui that they could not accept any quotation until the works were verified at the site meeting to be held on 26 May 2023.[108]

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[106] Mr Chui's AEIC, [61.1], [61.9A], pp 134 – 140.

[107] DCC, [23]; Mr Wong KL's AEIC, [28].

[108] DCC, [27] – [28]; Mr Wong KL's AEIC, [77]; Mr Wong TK's AEIC, [12].

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122 The WhatsApp evidence before the court shows that on 24 May 2023, Mr Chui sent the 3rd Quotation to Mr Wong KL. Mr Chui said he was on medical leave and would get back to Mr Wong KL that evening or the next day, to which Mr Wong KL agreed.[109]

123 Mr Wong TK said that at the site meeting on 26 May 2023, Mr Chui handed him a hardcopy of the 3rd Quotation. Mr Wong TK handwrote notes on it to indicate where further documents, details, or clarification were required, and gave this to Mr Chui after the meeting.[110] Mr Chui did not show him a revised quotation after that.[111]

124 Mr Chui denied receiving the 3rd Quotation with Mr Wong TK's handwritten markups.[112]

125 The claimant submitted that Mr Chui's version should be accepted, because there were no WhatsApp messages from Mr Wong TK chasing for the further information or documents which he allegedly requested. The claimant also submitted that the copy of the 3rd Quotation with Mr Wong TK's handwritten notes was likely for his personal reference, because Mr Wong TK had only recently come on board the project, and he agreed that a number of comments were for his own reference.

126 Even if Mr Wong TK did not return his marked-up copy of the 3rd Quotation to Mr Chui, mere silence, without more, is insufficient to amount to an unequivocal acceptance of the 3rd Quotation.

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[109] Mr Chui's AEIC, [61.2], [61.9C], pp 141 -147.

[110] The defendants' closing submissions, [127] – [129], Mr Wong TK's AEIC, pp 71 – 76.

[111] Mr Wong TK's AEIC, [13].

[112] CT, 6 December 2024, 69:13 -21.

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127 The 3rd Quotation was for a sum of $499,014.40 (before GST), whereas by the Video Message Agreement, parties had only agreed to a budget of $310,000 to $320,000 for the project.

128 For the reasons I will come to below, I find that the 3rd defendant's conduct in making payments to the claimant and continuing to instruct the claimant did not indicate that it had accepted any of the Quotations.

Relevance of payments made by the 3rd defendant

129 The claimant argued that the defendants had also indicated their acceptance of the Quotations by making 3 payments to the claimant. These payments could not be made pursuant to the Video Message Agreement, because by the 3rd payment, the defendants had paid a total of $250,000 (excluding GST), which sum exceeds the budgeted $180,000 for Phase 1.

130 However, under the terms of the Video Message Agreement, the total estimated sum for submissions and Phase 1 works was up to $60,000 plus $180,000 i.e. $240,000. The amount paid by the 3rd defendant was therefore not too far off from what had been agreed in the Video Message Agreement.

131 More importantly, the first 2 payments were made in April 2022 and October 2022, before the 1st Quotation was even issued.[113] Mr Chui conceded as much.[114]

132 In the circumstances, the 3rd defendant could not have accepted the Quotations by making the first 2 payments which predated the Quotations.

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[113] The 2nd defendant's AEIC, [15], [20].

[114] CT, 6 December 2024, 56:1 – 9.

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133 Further, by both the claimant's and defendants' evidence (see [89] – [92] above), the first payment on 27 April 2022 was made because the claimant needed funds to make the necessary submissions. According to the 2nd defendant, the 2nd payment was made because Mr Chui said he needed funds to order materials.[115]

134 As for the 3rd payment, this was made on 7 February 2023 after the 1st Quotation but before the 2nd Quotation was issued. The 3rd defendant cannot therefore be said to have accepted the 2nd or 3rd Quotations by this payment.

135 Even then, I do not find that the 3rd payment indicated the 3rd defendant's acceptance of the 1st Quotation.

136 According to the 2nd defendant, this was made because it was during the Chinese New Year period, and the 2nd defendant offered to pay $100,000 as it was still within the agreed budget.[116] Mr Wong KL said they wanted to give the claimant a "morale boost" as it was approaching Chinese New Year.[117]

137 Whatever their reasons might have been for making the 3rd payment, I have found that Mr Wong KL had conveyed his objections to the 1st Quotation (see [112] – [116] above). The 3rd defendant's act of payment therefore cannot be viewed as an acceptance of the 1st Quotation.

138 Further, the sequence and amount of payments bore no relation to the payment milestones in the Quotations.

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[115] The 2nd defendant's AEIC, [20].

[116] The 2nd defendant's AEIC, [22].

[117] CT, 7 March 2025, 4:14 - 5:3.

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139 The payment terms under clause 1 of the 1st Quotation were as follows:

> i) 15% upon confirmation as deposit;
>
> ii) 40% upon commencement of work or arrival of building materials.
>
> iii) 40% before installation of carpentry work and additional works. If no carpentry work will base on work progress.
>
> iv) 5% final payment upon completion.

140 Mr Chui agreed that the claimant did not follow these payment milestones and the 3 payments did not accord with the payment milestones.[118] Mr Chui did not send any messages to the defendants to demand for payment.[119]

141 I therefore find that the 3rd defendant's act of making the 3 payments to the claimant did not amount to its acceptance of the Quotations.

Continued instructions from the defendants

142 The claimant argued that the defendants had accepted the Quotations because they allowed the claimant to continue with the renovations until August 2023, and continued to meet up with the claimant every week.

143 The 2nd defendant said that there were no new instructions to the claimant, and the defendants were merely following up to ensure that the claimant completed its job properly.[120]

144 In my view, the 3rd defendant's continued engagement of the claimant did not indicate its acceptance of the Quotations. There was already an

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[118] CT, 6 December 2024, 54:30 – 55:11.

[119] CT, 19 February 2025, 46:24 – 30.

[120] CT, 13 August 2025, 8:26.

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agreement between the parties for the claimant to perform renovation works on the Property in the form of the Video Message Agreement. Work had already started in September 2022, before the 1st Quotation was given.

145 In conclusion therefore, I find that there was no agreement on any of the Quotations. The only operative agreement between the parties was therefore the Video Message Agreement.

What amount is the claimant entitled to for works done on the Property?

146 Following from my finding that the only operative agreement was the Video Message Agreement which only set out the budgetary framework, there was no agreement on the precise price to be paid for each of the claimant's works on the Property. The next question is thus how much the claimant is entitled to recover, if at all, for the work done.

The expert evidence

147 The defendants called Mr Ng Tseng Ching Alvin ("Mr Ng") from Ng 3 as their expert witness.

148 Mr Ng's evidence was that out of all the works listed out in the 3rd Quotation, Ng 3 could only identify on site works matching the quoted sum of $456,904.40 (before GST). Even then, it valued the work done on site at $364,459.60 (exclusive of GST). It could not identify the other works for which the claimant had quoted $42,110 (before GST). [121]

[121] Bundle of Documents Volume 2 ("2 BOD") 806 - 807.

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149 Hence by the defendants' case, and leaving aside its counterclaim for rectification costs for now, the sum of $114,459.60 (i.e. $364,459.60 less $250,000 paid, before GST) is due to the claimant for work done.

150 The court is not bound to accept Ng 3's expert opinion merely because it is uncontroverted. However, the court should not reject uncontroverted expert evidence in favour of its own inferences if it appears not to be obviously lacking in defensibility. The expert evidence should be accepted if the court finds that it is based on sound grounds and supported by the basic facts: *Saeng-Un Udom v Public Prosecutor* [2001] 2 SLR(R) 1 at [26].

151 The claimant raised various objections to Ng 3's evidence and submitted that its valuation of $364,459.60 should be rejected.

152 Several of the claimant's objections were not put to Mr Ng in cross-examination. The claimant argued that it was not practical to conduct a "line-by-line" challenge of Mr Ng's testimony given the length of Ng 3's report and the number of disputed items.[122] However, it is incumbent on the claimant, if it wishes to challenge certain aspects of the evidence, to put this to Mr Ng so that he has the opportunity to respond.

153 I now consider each of the objections raised by the claimant.

Absence of a joint inspection of the Property

154 The claimant submitted that the defendants' failure to invite the claimant to participate in Ng 3's inspection on 8 September 2023 meant that Ng 3's report was one-sided. The claimant was also not in the position to determine if the

[122] The claimant's reply submissions, [67].

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defendants had done anything to the Property from the time it was locked out of the Property on 18 August 2023 to the date of the inspection.

155 While Ng 3's inspection was conducted in the claimant's absence, this alone did not mean that its report was therefore biased. For reasons that I will come to later, I did not find Ng 3's report to be obviously lacking in defensibility. The claimant could also have appointed its own expert to conduct an inspection, but it declined to.

156 The claimant's submission that the defendants could have interfered with the Property prior to the inspection is speculative and in fact runs counter to Mr Chui's own evidence.

157 The claimant entered the Property to retrieve its items on 19 September 2023, slightly a week after Ng 3's inspection.[123] While Mr Chui initially claimed that he only collected the claimant's tools at level 1 and did not go to levels 2 and 3[124], he later conceded that he did go to levels 2 and 3 and had taken photographs.[125] When asked whether the site had been disturbed by any other works, Mr Chui admitted that his photographs showed that "*nothing was being touched"*.[126]

158 There is therefore no evidence that the state of the Property when it was inspected by Ng 3 on 8 September 2023 was not reflective of the state it was in when the claimant stopped work on the Property.

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[123] Mr Chui's affidavit filed on 25 March 2025, [10].

[124] CT, 19 February 2025, 51: 25 – 52:8.

[125] CT, 13 August 2025, 23: 1 – 16; 25:2 -11.

[126] CT, 13 August 2025, 25: 12 - 17.

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The duration of Ng 3's survey

159 According to Mr Ng, the inspection on 8 September 2023 took 4 hours.[127] During this time, Ng 3 identified defects and took photographs and site measurements.[128] The claimant submitted that this showed that the inspection was carried out in a hurry.

160 However, the claimant has not adduced any evidence as to what a reasonable time for inspecting the Property would be. It was not even put to Mr Ng that 4 hours was inadequate, or that Ng 3 had performed the inspection in a hurry.

Alleged partiality

161 The claimant contended that Ng 3 was partial as it was focused on driving down the value of the claimant's work. It relied on the following: (1) how almost 95% of the claimant's figures in the 3rd Quotation were challenged; and (2) how Ng 3's figures were computed to the dollar.[129]

162 However, elsewhere in the claimant's submissions, it recognised that there were other items for which Ng 3's figures were higher than the claimant's.[130] It had also asserted that Ng 3 had valued the Phase 1 works higher than the budgeted amount in the Video Message Agreement.[131] These undercut its assertion that Ng 3 was focused on driving down the value of the claimant's work.

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[127] CT, 15 August 2025, 31:21 – 27; 32: 8 -12.

[128] CT, 15 August 2025, 32:13 – 16.

[129] CCS, [90] – [91].

[130] CCS, [95].

[131] CCS, [67].

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Alleged speculation

163 The claimant next argued that Ng 3's report was based on speculation. The claimant however only cited 2 alleged examples.[132]

164 First, the claimant cited Mr Ng's answers in response to its counsel's question on why Ng 3's estimated cost of laying flooring for an "extension area for third floor back common bedroom and girl room" was lower than what the claimant had quoted. Mr Ng had suggested that the claimant could have arrived at the costing based on the entire room area, even though its quotation stated that the work to be done was for an extension.[133]

165 In other words, the only "speculation" was on the possible reasons for a divergence between the claimant's and Ng 3's costing on this specific work. It was however not put to Mr Ng that the work done was in fact for the whole room and not an extension area.

166 The second example relates to Ng 3's evidence that rectification works in the form of polishing the marble tiles in the living and dining area had to be done. Mr Ng had said that there was a "high chance" that there were scratches caused by debris on the floor.[134] However, the claimant has not adduced any evidence to challenge Mr Ng's claim that there were in fact materials, air-conditioning, cables and tools that were strewn on the floor without protection.

167 In any event, these 2 examples are insufficient to suggest that Ng 3's entire report was speculative.

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[132] CCS, [92].

[133] CT, 15 August 2024, 43:22 – 44:9.

[134] CT, 15 August 2024, 45:22 – 46:20.

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168 The difference between Ng 3's valuation and the claimant's quoted price for laying the flooring for the extension area is only about $5,000[135], whereas the estimated cost of polishing the tiles in the living and dining area was only $2,304.[136] In contrast, the gap between Ng 3's valuation of the claimant's performed works and what the claimant had quoted, was about $90,000.

169 Further, Ng 3 had explained how it came to the amounts in the Report. It had inspected the site and taken measurements.[137] It also explained the rates it considered for determining the applicable unit rates[138], and exhibited the documents supporting these rates[139]. Ng 3 then provided a line-by-line working of how it derived the value of each work, setting out the relevant measurements taken and the rates applied.[140]

What is the value of the works which Ng 3 was able to identify at the Property?

170 To recap, Ng 3 was only able to identify on site, works matching the quoted sum of $456,904.40 (before GST). It however valued these works at $364,459.60 (before GST).

171 The claimant did not take a position in respect of the works where: (1) Ng 3 valued them higher than what the claimant had quoted; (2) where the

[135] CCS, [92].

[136] 2 BOD 766.

[137] 2 BOD 617 – 618.

[138] 2 BOD 434.

[139] 2 BOD 435 – 616.

[140] 2 BOD 658 – 744.

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claimant's quoted figure was less than 20% higher than Ng 3's; and (3) where the claimant's quoted sum was less than $1,000.[141]

172 The claimant's main objections to Ng 3's values were that Ng 3 failed to take into account the rates in the 3rd Quotation[142], and it was impossible for Ng 3 to have arrived at these figures that were "too detailed and too contrived" after 4 hours of inspection[143].

173 However, as I have found, there was no agreement reached on the 3rd Quotation. Ng 3 was therefore entitled to disregard the quoted sums, and instead refer to industrial rates. Save for asserting that Ng 3 ought to have used its quoted rates, the claimant did not challenge Mr Ng on Ng 3's methodology.

174 As noted above, there was no evidence to suggest that an inspection lasting 4 hours was inadequate. It was also not Ng 3's position that it arrived at its valuation during those 4 hours. The inspection on 8 September 2023 was only to identify the defects and take photographs and site measurements. The report itself was only completed and handed over to the defendants on 22 September 2023.[144]

175 The only other specific objections the claimant had to Ng 3's valuations were as follows:

(a) The claimant disputed Ng 3's valuation of the costs of dismantling a cabinet and demolishing some walls (a difference of

[141] CCS, [100].

[142] CCS, [99].

[143] CCS, [101]; The claimant's Scott Schedule.

[144] CT, 15 August 2024, 32:8 – 19.

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$3,026), on the basis that Ng 3 was not involved from the start and therefore would not have known of the applicable dimensions.[145]

(b) The claimant disputed Ng 3's valuation of labour costs for cutting down a tree (a difference of $750), as this took place before Ng 3's appointment.[146]

(c) Ng 3 had no reasons for subsuming the cost of replacing a vertical steel column ($5,000) under other existing works.[147]

(d) Ng 3 should not have subsumed the costs of haulage and clearing of rubbish ($1,500) under preliminary works.[148]

176 None of the above specific objections were put to Mr Ng in cross-examination. Mr Ng was therefore not given the opportunity to respond.

177 In reply submissions, the claimant submitted that even if the court was minded to accept Ng 3's figures, these should only be where Ng 3's figures are at least 20% lower than the claimant's, because the 2nd defendant had purportedly indicated that he was prepared to accept a variation in price up to 20%.[149]

178 However, the 2nd defendant had merely stated that it is common practice for parties undertaking renovation works to enter into variation orders which

[145] S/N 43, 44 of the claimant's Scott Schedule.

[146] S/N 45 of the claimant's Scott Schedule.

[147] S/N 18 of the claimant's Scott Schedule.

[148] S/N 74 of the claimant's Scott Schedule.

[149] The claimant's reply submissions, [78].

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would increase the price by 10%.[150] He did not say that he was prepared to accept, for the purpose of computing how much the claimant was entitled to, a figure that was up to 20% higher than Ng 3's.

179 In the circumstances, I do not find Ng 3's valuation of the works done to be obviously lacking in defensibility. I therefore accept Ng 3's valuation of the works done, at $364,459.60.

The works which Ng 3 could not identify on site

180 To recap, Ng 3 said it could not identify works for which the claimant had quoted $42,110 (before GST).

181 Initially in closing submissions, the claimant maintained that works corresponding to its quoted sum of $42,110 had been done, as it asserted that the works were completed save for "some minor works".

182 In reply submissions however, the claimant conceded that works corresponding to its quoted sum of $31,460 were not done because it was locked out of the Property on 18 August 2023.[151] It therefore dropped its claim for $31,460[152], and only maintained that works corresponding to its quoted sum of $10,650 ($42,110 less $31,460) had been completed.

183 The claimant has however not proven that the works corresponding to its quoted sum of $10,650 had been completed. It only relied on Mr Chui's

[150] CT, 13 August 2025, 4: 23 – 5:11.

[151] Table 2 of the claimant's Scott Schedule, S/N 70, 77, 94, 96, 97, 113; the claimant's reply submissions, [79].

[152] The claimant's reply submissions, [80].

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photographs of the Property taken on 19 September 2023[153] and his message dated 27 July 2023 whereby he listed out the outstanding works, which the claimant submitted, were minor.[154] The court is unable to determine based on Mr Chui's photographs whether these works were indeed completed as alleged. The claimant has not elaborated which of these photographs captured each allegedly completed work. The claimant's submission that Mr Chui's message showed that there were only minor works outstanding, is also inconsistent with his evidence that as of 27 July 2023, there were many works still outstanding.[155]

184 The claimant next argued that the works which Ng 3 said were not identified on site did not bear any relation to what the defendants pleaded in their Defence as outstanding works.[156] This was however, not put to Mr Ng.

185 I therefore do not find Ng 3's evidence, that the works corresponding to the quoted sum of $42,110 (before GST) had not been performed, to be obviously lacking in defensibility. I therefore accept that the claimant has not made out its claim in respect of these works.

186 In the premises, the claimant is only entitled to $114,459.60 (excluding GST) for works done (being $364,459.60 less $250,000 that the 3rd defendant already paid). However, this is subject to the 3rd defendant's right of set-off, which I now turn to.

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[153] Mr Chui's affidavit filed on 25 March 2025.

[154] Bundle of AEICs Volume 2 ("2 BA") 891.

[155] CT, 19 February 2025, 48: 29 – 49:1.

[156] DCC, [44].

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Is the 3rd defendant entitled to rectification costs, and if so, how much?

187 The defendants pleaded that the 3rd defendant was entitled to rectification costs of $238,000.[157]

188 Ng 3 had listed down the defects it observed, and put the costs of rectifying the defects at $238,000 (exclusive of GST).[158]

189 The claimant submitted that Ng 3's findings regarding the existence of defects or the need for rectification works should not be accepted, because: (1) there was no joint inspection; (2) the defendants could have caused damage to the Property after 18 August 2023; (3) the defects Ng 3 found could be pre-existing; and (4) Livspace's senior designer, Mr Ong Chin Howe ("Mr Ong"), gave evidence that he was asked to perform rectification works based on a list of defects handed to him.

190 It also listed objections to specific rectification costs as being unnecessary ("*no need*") or not in respect of a defect observed as of 18 August 2023.[159]

191 For the reasons at [154] – [158] above, I do not find the absence of a joint inspection to undermine the reliability of Ng 3's report.

192 The claimant has adduced no evidence that the defendants caused any damage, and has only relied on how the alleged defects identified by Ng 3 were "far more extensive" than those set out in the defendants' solicitors' letter of 18

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[157] DCC, [79]

[158] 2 BOD 806 - 807.

[159] The claimant's response to the defendant's Scott Schedule, filed on 10 December 2025.

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August 2023.[160] Mr Chui's own evidence was that his own photographs of the Property on 19 September 2023 showed that "*nothing was being touched"* (see [157] above).

193 Neither has the claimant adduced any evidence to substantiate its claim that the alleged defects found by Ng 3 were pre-existing.

194 I did not see how it was relevant whether Mr Ong had satisfied himself of the existence of defects before performing the relevant works. The defendants were not claiming for the actual costs charged by Livspace but reasonable rectification costs of the defects as assessed by Ng 3. In any event, it was also Mr Ong's evidence that he had observed defects on the Property.[161]

195 Lastly, the claimant did not cite any evidence to support its assertions that certain rectification works were unnecessary or not in respect of a defect observed as of 18 August 2023. On the other hand, Ng 3 produced photographs taken on 8 September 2023, and explained in reference to its photographs, why rectification was necessary.[162]

196 I therefore accept Ng 3's evidence regarding the existence of defects and the need for rectification works.

197 As to the quantum of rectification costs, the claimant contended that Ng 3's assessment was unreasonable because Ng 3's method of rectification was to replace all damaged finishes and materials with new ones rather than opting for

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[160] 1 BA 436.

[161] CT, 3 March 2025, 18:11- 19:6.

[162] Mr Ng's affidavit filed on 6 June 2025.

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partial replacement.[163] However, Ng 3's explanation was that this is a precaution to prevent loose materials and the potential for future defects. The claimant has not called any expert to testify that it was possible or acceptable to do a partial replacement, or opine what a reasonable rectification cost would be.

198 I therefore allow the 3rd defendant's counterclaim for reasonable rectification costs, at $238,000.

Is the 1st defendant entitled to damages for loss of rental and/or loss of use?

199 The defendants pleaded that the completion date was to be 21 January 2023[164]. In breach of the agreement, the claimant only obtained TOP on or around 17 May 2023, and even then, there were many incomplete works.[165]

200 It was not until in closing submissions that the defendants quantified their claim for loss of rental and/or loss of use as the market rental value of around $8,000 per month for the 4 months' delay in obtaining the TOP.[166] This is based on what is asserted to be the estimated rental prices for other properties in the same area as the Property.[167]

201 The claimant conceded that parties had agreed to a completion date of 21 January 2023, being 4 months after commencement of work.[168] However, it said that it was a tentative date, on the assumption that there would be: (a) no

[163] Defence and Counterclaim, [76].

[164] Defence and Counterclaim, [15].

[165] DCC, [36].

[166] DCS, [330].

[167] The 2nd defendant's AEIC, pp 266-267.

[168] Mr Chui's AEIC, [54], [56].

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alteration of the work plan by the defendants; (b) no amendments to the design or materials selected by the defendants; and (c) no delays by the suppliers of materials, and subject to the weather.[169]

202 The claimant maintained that it was not responsible for the delay in obtaining TOP, but in any event, the 1st defendant was not, as a matter of law, entitled to recover loss of rental and/or loss of use as he was not a contracting party.[170]

203 The relevant part of s 2(1) of the Contracts (Rights of Third Parties Act) 2001 ("CRTP Act") provides:

> Right of third party to enforce contractual term
>
> 2.—(1) Subject to the provisions of this Act, a person who is not a party to a contract (called in this Act a third party) may, in the third party's own right, enforce a term of the contract if —
>
> (*a*) the contract expressly provides that the third party may; or
>
> (*b*) subject to subsection (2), the term purports to confer a benefit on the third party.
>
> (2) Subsection (1)(*b*) does not apply if, on a proper construction of the contract, it appears that the parties did not intend the term to be enforceable by the third party.
>
> (3) The third party must be expressly identified in the contract by name, as a member of a class or as answering a particular description, but need not be in existence when the contract is entered into.
>
> …

204 The claimant argued that the 1st defendant did not satisfy the criteria in s 2 of the CRTP Act, namely, that: (1) the term being enforced must purport to confer a benefit on him; and (2) the contract must expressly identify him by

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[169] Mr Chui's AEIC, [55].

[170] The claimant's reply submissions, [98] –[99].

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name. It reasoned that these requirements can only be met where there is a written contract, but the defendants' own case was that the operative agreement was the Video Message Agreement.

205 The claimant has not cited any case authority for its proposition that s 2 of the CRTP Act does not apply to oral contracts.

206 Nevertheless, and more critically, the terms of the Video Message Agreement pleaded by the defendants (see [36]) do not expressly identify the 1st defendant. The defendants have also not identified the term(s) of the Video Message Agreement which purportedly conferred a benefit on the 1st defendant, as the Video Message Agreement only dealt with the phases in which works were to be completed and the estimated costs, but did not state when completion would take place.

Conclusion

207 I therefore dismiss the claims against the 1st and 2nd defendants. I also dismiss the 1st defendant's counterclaim for loss of rental and/or loss of use.

208 As against the 3rd defendant, I find that the claimant is entitled to recover $114,459.60 from the 3rd defendant for the works done on the Property. However, the 3rd defendant is entitled to offset its reasonable rectification costs of $238,000 against the claimant's claim. After set-off, the claimant is to pay the 3rd defendant $123,540.40.

209 The claimant is also to pay the 3rd defendant interest at the rate of 5.33% per annum from the date of Judgment to the date of payment.

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210 Unless parties can agree on costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Jeffrey Lau (Lau & Co) (instructed), Ong Wei Yuan (Ong & Co LLC) for the claimant;
Sankar S/O Kailasa Thevar Saminathan, Tessa Low Wen Xin (Sterling Law Corporation) for the defendants.

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